

**CONTRACT DOCUMENTS
AND
SPECIFICATIONS**

DIVISION OF PARKS & RECREATION

FOR

**IDLEHOUR PARK
DEMOLITION AND
FOOTBALL FIELD CONSTRUCTION**

Bid No. 154-2013

Set #1 
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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, December 3, 2013**, 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

Demolition of a 38' X 45' concrete slab and truss roof picnic shelter and attached 25' X 50' concrete block storage building, playground, basketball court and four (4) tennis courts, parking lot, trail as indicated on demolition plan; mass grading and construction of irrigated football field, parking lot and trail at Idlehour Park, 212 St. Ann Dr., Lexington, KY 40502, in accordance with the Contract Documents.

3. OBTAINING PLANS, SPECIFICATIONS, AND BID DOCUMENTS

Plans, Specifications, and Contract Documents may be obtained from Lynn Imaging, 328 Old Vine Street, Lexington, KY 40507 (859) 255-1021 for a non-refundable fee for each full set of plans and documents.

Plans, Specifications, and Contract Documents may be examined at the following locations:

LFUCG
Division of Central Purchasing
200 East Main Street, Rm 338
Lexington, Kentucky 40507

LFUCG
Division of Parks and Recreation
469 Parkway Drive
Lexington, KY 40504

4. METHOD OF RECEIVING BIDS

Bids will be received from Prime Contracting firms on a **Lump Sum Basis** 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

A. 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 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 cashier's check or irrevocable letter of credit is an acceptable form 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, December 3, 2013**. 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, December 3, 2013**. 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, within seven (7) calendar days of the bid opening, the following to the Lexington-Fayette Urban County Government:

1. Affirmative Action Plan for his/her firm.

Failure to submit this 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 DBE GOAL**

Notice of requirement for Affirmative Action to ensure Equal Employment Opportunities and Disadvantaged Business Enterprises (DBE) contract participation.

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. The goal for the utilization of Disadvantaged Business Enterprises as subcontractors is a recommended goal. Contractors who fail to meet such goals will be expected to provide written explanations to the EEO Office and the Director of the Division of Purchasing of efforts they have made to accomplish the recommended goals, and the

extent to which they are successful in accomplishing the recommended goals will be a consideration in the procurement process.

For assistance in locating Disadvantaged Business Enterprises Subcontractors contact:

Marilyn Clark, Division of Central Purchasing
Lexington-Fayette Urban County Government
200 East Main Street, 3rd Floor, Room 338
Lexington, Kentucky 40507
(859) 258-3323

12. PRE-BID MEETING

A pre-bid meeting shall be held at the project site, Idlehour Park, 212 St. Ann Dr., Lexington, KY 40502 at **1:00 pm on November 26, 2013**. While not mandatory, bidders are strongly encouraged to attend the pre-bid meeting to examine the site and ask any questions prior to submitting a bid.

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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 Architect/Engineer, 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 \$ NA 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 Engineer 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 or state wage rates and regulations, if required for this Project, will be as described in the Special Conditions.

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 ENGINEER and OWNER, application for such acceptance will not be considered by the ENGINEER 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 ENGINEER 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://lfucg.economicengine.com>. 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:

Marilyn Clark, 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:

Marilyn Clark, 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:

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

PART III
FORM OF PROPOSAL
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PART III

Invitation to Bid No. 154-2013
IDLEHOUR PARK
DEMOLITION AND
FOOTBALL FIELD CONSTRUCTION

1. FORM OF PROPOSAL

Place: Lexington, Kentucky

Date: 12-3-13

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

This Proposal Submitted by Lagco Inc. 1490 Sunshine Lane
Lexington Ky 40505
(Name and Address of Bidding Contractor)

(Hereinafter called "Bidder"), organized and existing under the laws of the State of KY, doing business as Corporation "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 **Idlehour Park Demolition and Football Field Construction** 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.

BIDDER hereby agrees to commence work under this contract on or before a date to be specified in the Notice to Proceed and to fully complete the project within the time provided in the Purchase Order or Work Orders issued by the OWNER.

The Bidder hereby acknowledges receipt of the following addenda:

Addendum No. 1 Date 11-27-2013
Addendum No. 2 Date 11-27-2013
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 Lagoo Inc.

Date 12-3-13

* 1. A corporation duly organized and doing business under the laws of the State of KY, for whom Fandy Greene, 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)

N/A

* 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, Randy Greene, and after being first duly sworn, states under penalty of perjury as follows:

1. His/her name is Randy Greene and he/she is the individual submitting the bid or is the authorized representative of Lagco 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.

Randy Greene
(Affiant)

STATE OF Ky
COUNTY OF State @ Large

The foregoing instrument was subscribed, sworn to and acknowledged before me by Randy Greene on this the 3rd day of Dec., 20 13.

My Commission expires: 8/26/14

John Nicholas Smith
NOTARY PUBLIC, STATE AT LARGE

4. BID SCHEDULE – SCHEDULE OF VALUES (REVISION 1)

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.

Determination of the actual quantities and classification of unit price work performed by the Contractor will be made by the Engineer in accordance with the General Conditions.

The Lexington Fayette Urban County Government reserves the right to award bid based on the lowest of either base bid or combination of base bid and alternates, in the best interest of the government.

Item No.	Description w/Unit Bid Price Written in Words	Estimated Quantity	Unit	Unit Price	Total Bid Amount
1.	<p>BASE BID 1 – Demolition of a 38' X 45' concrete slab and truss roof picnic shelter and attached 25' X 50' concrete block storage building, playground, basketball court and four (4) tennis courts, parking lot, trail including termination of existing utilities and all other demolition indicated in accordance with Contract Documents for:</p> <p><u>Sixty Three Thousand Five Hundred Eighteen</u> Dollars <u>Zero</u> Cents</p>	1	LS	\$63,518 <u>\$63,518</u>	\$63,518 <u>\$63,518</u>
2.	<p>BASE BID 2 – Demolition of a 38' X 45' concrete slab and truss roof picnic shelter and attached 25' X 50' concrete block storage building, playground, basketball court and four (4) tennis courts, parking lot, trail including termination of existing utilities and all other demolition indicated. All site grading to construct football field including final laser grading of field as shown on plans and described in specifications; all grading for site drainage and slope protection blanket and seeding and protection as shown on plans; excavation/rough grading, compaction and gravel installation for proposed parking lot area shown on plans, in accordance with Contract Documents for:</p> <p><u>Two Hundred Seventy Eight Thousand Four Hundred Thirty Five</u> Dollars <u>Zero</u> Cents</p>	1	LS	\$278,435 <u>\$278,435</u>	\$278,435 <u>\$278,435</u>

Item No.	Description w/Unit Bid Price Written in Words	Estimated Quantity	Unit	Unit Price	Total Bid Amount
3.	<p>ADD ALTERNATE 1 – Irrigation of football field and providing and installing new drink fountains including all water supply, backflow and other plumbing work indicated on plans in accordance with Contract Documents for:</p> <p><u>Eighty Eight Thousand One Hundred Sixty</u> Dollars <u>Zero</u> Cents</p>	1	LS	<u>\$88,106</u>	<u>\$88,106</u>
4.	<p>ADD ALTERNATE 2 – Construction of new scoreboard frame and relocation of scoreboard from existing football field in park; prepare and paint frame once installed per specifications; provide new electrical service to scoreboard as indicated on plans in accordance with Contract Documents for:</p> <p><u>Thirty Thousand Eight Hundred Sixty</u> Dollars <u>Zero</u> Cents</p>	1	LS	<u>\$30,816</u>	<u>\$30,816</u>
5.	<p>ADD ALTERNATE 3 – Compact granular base and pave parking lot including all concrete curb, wheelstops, striping and ADA signage; mill existing roadway section and pave to match elevation of new parking lot; install rootwad revetment in accordance with Contract Documents for:</p> <p><u>Forty Five Thousand Three Hundred</u> Dollars <u>Zero</u> Cents</p>	1	LS	<u>\$45,300</u>	<u>\$45,300</u>
6.	<p>ADD ALTERNATE 4 – Provide and install 120 LF of 20 ft tall, black, vinyl-coated chain link fence as shown on plans in accordance with the Contract Documents for:</p> <p><u>Fifteen Thousand Twenty</u> Dollars <u>Zero</u> Cents</p>	1	LS	<u>\$15,020</u>	<u>\$15,020</u>
7.	<p>ADD ALTERNATE 5 – Construct paved trail in accordance with Construction Documents for:</p> <p><u>Sixty One Thousand Eight Hundred Fifty Five</u> Dollars <u>Zero</u> Cents</p>	1	LS	<u>\$31,855</u>	<u>\$31,855</u>

Item No.	Description w/Unit Bid Price Written in Words	Estimated Quantity	Unit	Unit Price	Total Bid Amount
8.	UNIT - Onsite soil excavation in accordance with Contract Documents for: <u>Four</u> Dollars <u>Zero</u> Cents	1	CY	\$ <u>4.00</u>	\$ <u>4.00</u>
9.	UNIT - Onsite soil backfill/rough grading in accordance with Contract Documents for: <u>Four</u> Dollars <u>Zero</u> Cents	1	CY	\$ <u>4.00</u>	\$ <u>4.00</u>
10.	UNIT - Provide and install ADS, Inc. 4" perforated flexible black drain pipe in sock or equal for: <u>Twenty Seven</u> Dollars <u>Zero</u> Cents	1	LF	\$ <u>27.00</u>	\$ <u>27.00</u>
11.	UNIT - Provide and install US Fabrics, Inc. #315 Woven Geotextile, 100% polypropylene meeting AASHTO M-288-06 or equal in accordance with Contract Documents for: <u>Two</u> Dollars <u>Zero</u> Cents	1	SY	\$ <u>2.00</u>	\$ <u>2.00</u>
12.	UNIT - #57 stone delivered to site, installed and compacted in accordance with Contract Documents for: <u>Twenty Five</u> Dollars <u>Zero</u> Cents	1	TN	\$ <u>25.00</u>	\$ <u>25.00</u>
13.	UNIT - Subgrade clay delivered to site and compacted in accordance with the Contract Documents for: <u>Twenty</u> Dollars <u>Zero</u> Cents	1	CY	\$ <u>20.00</u>	\$ <u>20.00</u>
14.	UNIT - Topsoil delivered to site and placed/graded in accordance with the Contract Documents for: <u>Twenty Five</u> Dollars <u>Zero</u> Cents	1	CY	\$ <u>25.00</u>	\$ <u>25.00</u>

Item No.	Description w/Unit Bid Price Written in Words	Estimated Quantity	Unit	Unit Price	Total Bid Amount
15.	UNIT - Rock removal (Highly weathered, broken limestone that can be effectively excavated with normal earth trenching equipment will not be classified as rock removal) for: <u>One Hundred Twenty Five</u> Dollars <u>Zero</u> Cents	1	CY	\$ <u>125.00</u>	\$ <u>125.00</u>
16.	UNIT - Seeding for turf establishment per specifications for: <u>Two</u> Dollars <u>Zero</u> Cents	1	SY	\$ <u>2.00</u>	\$ <u>2.00</u>

Submitted by: Lagco Inc.
Firm

1490 Sunshine Lane
Address

Lexington Ky
City, State & Zip

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

Randy Heare President
Signature of Authorized Company Representative - Title

Randy Greene
Representative/s Name (Typed or Printed)

859-293-7473 859-293-7471
Area Code - Phone - Extension Fax #

jarrad @ lagco .com
E-Mail Address

OFFICIAL ADDRESS:

1490 Sunshine Lane
Lexington Ky 40505

(Seal if Bid is by Corporation)

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

- 3. When Organized: 1-2-1980
- 4. Where Incorporated: KY
- 5. Construction Plant and Equipment Available for this Project:
Whatever Needed

(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:

Great American Insurance Company (Surety)

Signed: James H. Martin (Representative of Surety)
James H. Martin, Attorney-In-Fact

8. The following is a list of at least five (5) similar tennis / other hardcourt projects completed within the last five (5) years performed by the Bidder: (Attach separate sheet if necessary).

Name and Location of Project: * See Attached *
Owner or Project Contact (phone and email): _____
Month and Year Project Completed: _____ Contract Sum: \$ _____

Name and Location of Project: _____
Owner or Project Contact (phone and email): _____
Month and Year Project Completed: _____ Contract Sum: \$ _____

Name and Location of Project: _____
Owner or Project Contact (phone and email): _____
Month and Year Project Completed: _____ Contract Sum: \$ _____

Name and Location of Project: _____
Owner or Project Contact (phone and email): _____
Month and Year Project Completed: _____ Contract Sum: \$ _____

Name and Location of Project: _____
Owner or Project Contact (phone and email): _____
Month and Year Project Completed: _____ Contract Sum: \$ _____

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>
	X See Attached X	

11. DBE Participation on current bonded projects under contract:

<u>SUBCONTRACTORS (LIST)</u>	<u>PROJECT (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).

Jarrold Conn

From: Michael McAfee <mmcafee@bellsouth.net>
Sent: Tuesday, December 03, 2013 12:33 PM
To: 'Jarrod Conn'
Subject: RE: Idle Hour

(By Sub)

* Similar Projects *

Danville High School Football Field - Danville KY \$90,000 Finished July 2013
University of Kentucky Track and Field-Lexington KY \$320,000 Finished December 2012
Garrard Co Baseball Field - Garrard Co KY \$25,000 Finished September 2013
Boyle County Baseball Field-Boyle County KY 10,000 Finished 2011
Danville High School Practice Football Field 15,000 Finished 2011

Michael McAfee-BS,MS



**1 of 12
NATIONAL FINALISTS**



McAfee Mowing and Landscaping, Inc.

Team Athletic Field Builders

114 North Second St.

Danville, KY 40422

(859) 236-6969-Office

(859) 238-1097-Fax

(859) 324-0213-Cell

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: demolition, grading, hauling, paving, fencing, seeding, etc.	<u>SUBCONTRACTOR</u>	<u>DBE</u> Yes/No	% of Work <i>Depends on how much city taxes.</i>
1. <u>Asphalt</u>	Name: <u>Maglone Construction</u>	<u>no</u>	<u>?</u>
	Address: <u>Harrodsburg Ky</u>		
2. <u>Demolition</u>	Name: <u>Superior Demolition</u>	<u>Yes</u>	<u>?</u>
	Address: <u>Lexington Ky</u>		
3. <u>Fence</u>	Name: <u>Geddes Fence</u>	<u>no</u>	<u>?</u>
	Address: <u>Nicholasville Ky</u>		
4. <u>Irrigation</u>	Name: <u>McAfee Landscaping</u>	<u>no</u>	<u>?</u>
	Address: <u>Danville Ky</u>		
5. <u>Electrical</u>	Name: <u>Master Electric</u>	<u>no</u>	<u>?</u>
	Address: <u>Winchester Ky</u>		
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) and Disadvantaged (DBE) Business 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) **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 or Woman-Owned subcontractors and suppliers for work done or materials purchased for this contract. (See Subcontractor Monthly Payment Report)
- 2) Replacement of a Minority-Owned or Woman-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) 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 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.**

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 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 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 of subcontracting opportunities
- e. Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms
- f. Requested a list of MWDBE 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 MWDBE firms 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 to determine their level of interest.
- j. Provided the interested MWDBE firm 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 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 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 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 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 quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE goals.

o. Made an effort to offer assistance to or refer interested MWDBE firms 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 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 participation.

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. Documentation of Good Faith Efforts are to be submitted with the Bid, if the participation Goal is not met.



MINORITY BUSINESS ENTERPRISE PROGRAM

Marilyn Clark
Minority Business Enterprise Liaison
Division of Central Purchasing
Lexington-Fayette Urban County Government
200 East Main Street
Lexington, KY 40507
mclark@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

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 in Economic Engine (<https://lfucg.economicengine.com>)

Business	Contact	Email Address	Phone
LFUCG	Marilyn Clark	mclark@lexingtonky.gov	859-258-3323
Commerce Lexington – Minority Business Development	Tyrone Tyra	tyra@commercelexington.com	859-226-1625
Tri-State Minority Supplier Diversity Council	Sonya Brown	sbrown@tsmsdc.com	502-625-0137
Small Business Development Council	Dec Dee Harbut UK SBDC	deharbut@uky.edu	
	Shiree Mack	smack@uky.edu	
Community Ventures Corporation	James Coles	jcoles@cvckv.org	859-231-0054
KY Department of Transportation	Melvin Bynes	Melvin.bynes@ky.gov	502-564-3601
	Shella Eagle	Shella.Eagle@ky.gov	502-564-3601
Ohio River Valley Women's Business Council (WBENC)	Rea Waldon	rwaldon@gcul.org	513-487-6534
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@nwbo.org	800-675-5066
Small Business Administration	Robert Coffey	robertcoffey@sba.gov	502-582-5971
LaVoz de Kentucky	Andres Cruz	lavozdekv@yahoo.com	859-621-2106
The Key News Journal	Patrice Muhammad	patricem@keynewsjournal.com	859-373-9428



LFUCG MWDBE PARTICIPATION FORM

Bid/RFP/Quote Reference # 154-2013

The MWDBE 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.

MWDBE Company, Name, Address, Phone, Email	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1. Superior Demolition 764 Westland Dr. Lex, Ky 40504 859-255-3889	Demo of Building	8,800.00	7
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.

Lagco Inc.
Company

12-3-13
Date

Randy Heere
Company Representative

President
Title



LFUCG MWDBE SUBSTITUTION FORM
Bid/RFP/Quote Reference # 154-2013

The substituted MWDBE 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.

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. <i>NONE</i>					
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.

Lagoo Inc.
Company
12-3-13
Date

Randy Heare
Company Representative
President
Title



MWDBE QUOTE SUMMARY FORM

Bid/RFP/Quote Reference # 154-2013

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

Company Name <u>Lagco Inc.</u>	Contact Person <u>Jarrod Conn</u>
Address/Phone/Email <u>1490 Sunstone Lane Lexington KY 40505</u>	Bid Package / Bid Date <u>12-3-13</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
<u>Superior Demolition Lex Ky</u>	<u>Woody</u>	<u>859-255 13889</u>	<u>11-25</u>	<u>Demo</u>	<u>Phone</u>	<u>8,800</u>	<u>FM Used</u>
<u>Something Bloomin Lex Ky</u>	<u>Cindy</u>	<u>859-536 7568</u>	<u>11-25</u>	<u>Irrigation</u>	<u>Phone</u>	<u>22,000</u>	<u>FM Joe High</u>

(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.

Lagco Inc.
Company
12-3-13
Date

Jarrod Conn
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. In order to measure that goal LFUCG will track spending with MWDBE 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 # _____ *N/A*
 Total Contract Amount Awarded to Prime Contractor for this Project _____

Project Name/ Contract #	Work Period/ From: _____ To: _____
Company Name:	Address:
Federal Tax ID:	Contact Person:

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.

 Company

 Date

 Company Representative

 Title

LFUCG STATEMENT OF GOOD FAITH EFFORTS

Bid/RFP/Quote # 154-2013

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 business enterprises on the project and can supply the appropriate documentation.

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 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 of subcontracting opportunities

Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms

Requested a list of MWDBE 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 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 to determine their level of interest.

Provided the interested MWDBE firm 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 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 participation, even when the prime contractor may otherwise perform these work items with its own workforce

____ Negotiated in good faith with interested MWDBE firms 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.

X ____ Included documentation of quotations received from interested MWDBE firms 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 quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE goals.

____ Made an effort to offer assistance to or refer interested MWDBE firms 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 beyond the usual geographic boundaries.

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

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. Documentation of Good Faith Efforts are to 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.

Lagco Inc.
Company
12-3-13
Date

Randy Heere
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: _____

** See Attached **

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: _____

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.

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.

Randy Heer
Signature

Yagco 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 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 contractors 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 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 Xageo 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.

1.15 WORKFORCE ANALYSIS FORM

Name of Organization: Legco Inc Date 12/31/13

Categories	Total	White		Black		Other		Total	
		M	F	M	F	M	F	M	F
Administrators	7	7						7	
Professionals									
Superintendents	1	1						1	
Supervisors									
Foremen									
Technicians									
Protective Service									
Para-Professionals									
Office/Clerical	3	1	2					1	2
Skilled Craft	45	44		1				45	
Service/Maintenance									
Total	56	53	2	1				54	2

Prepared By: Melissa Weeks

13. EVIDENCE OF INSURABILITY

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

Name of Insured: Lagco Inc. Employee ID: 610964578
 Address: 1490 Sunshine Lane Lexington Ky 40505 Phone: 859-293-7473

Project to be insured: Idle Hwy Park

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	CGI	\$1,000,000 per occ. And \$2,000,000 aggregate	\$1,000,000	Westfield Insurance Co.	24112	A XIV
SC-3, Section 2, Part 4.1 - see provisions	AUTO	\$2,000,000 per occ.	\$1,000,000	Westfield Ins. Co.	24112	A XIV
SC-3, Section 2, Part 4.1 - see provisions	WC	Statutory w/ endorsements as noted	\$4,000,000	KY AGG/BI/F	0555002	A - VII

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: D.G. Gallagher Rms. Name of Authorized Representative: Sandra Burnish
9300 Ashlywood Rd Title: Asst. Manager
 City: Louisville State: Ky Zip: 40222 Authorized Signature: [Signature]
 Telephone Number: 502-930-5048 Date: 11-26-2013

NOTE: Authorized signatures may be the agent's if agent has placed insurance through an agency agreement with the insura. 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.

14. DEBARRED FIRMS

PROJECT NAME: Yagco Inc.
BID NUMBER: 154-2013

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 Yagco 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.

Yagco Inc.
Name of Firm Submitting Bid

Randy Meese
Signature of Authorized Official

President
Title

12-3-13
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: Lagco Inc.

Project: Idle Hour Park

Printed Name and Title of Authorized Representative: Randy Greene

Signature: Randy Greene

Date: 12-3-13

END OF SECTION



Lexington-Fayette Urban County Government
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Gray
Mayor

William O'Mara
Commissioner

ADDENDUM #1

Bid Number: 154-2013

Date: November 27, 2013

Subject: Idle Hour Park Demolition and Football Field Construction

Please address inquiries to:
Sondra Store, Buyer
(859) 258-3324

TO ALL PROSPECTIVE BIDDERS:

Please be advised of the following clarification to the above referenced bid:

- 1) The attached specification 02840 Chain Link Fence Vinyl is hereby added to Part IX – Technical Specifications.
- 2) Replace Part III, Form of Proposal, 4. Bid Schedule, pages P-6 – P-10 with attached revised Bid Schedule.
- 3) Construction plans attached in pdf format.
- 4) Pre-bid sign-in sheet attached.

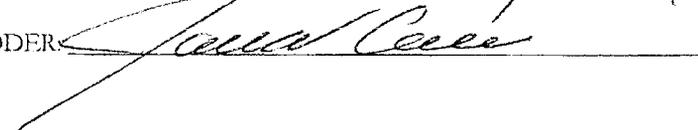


Todd Slatin, Director
Division of Central Purchasing

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: Jagco Inc.

ADDRESS: 1490 Sunshine Lane Lexington Ky 40505

SIGNATURE OF BIDDER: 

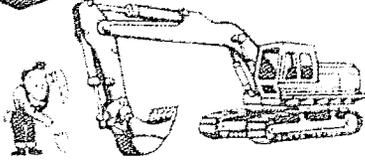
5) Q Will the contractor be responsible for materials prior to demolition or will the contractor have to remove and store them for the owner. Our primary concern is children's playground equipment unless special care is taken in removal. A Yes. Any type of furniture or toys to be removed by Owner prior to Notice to Proceed being issued to the Contractor.

Todd Slatin
Todd Slatin, Director
Division of Central Purchasing

All other terms and conditions of the Bid and specifications are unchanged.
If a letter is not checked, amended, or deleted, it will become a part of your Bid.

COMPANY NAME: *Lago Inc.*
ADDRESS: *1490 Sunshine Lane Lexington Ky 40505*
SIGNATURE OF BIDDER: *James Cam*

LAGCO



EXCAVATION

P.O. Box 12510 * Lexington, Kentucky 40583
PHONE: (859) 293-7473 * FAX: (859) 293-7471

FROM : Jarrod Conn
PROJECT : Idle Hour Park
DATE : 12/3/13

JOBS & REFERENCES

Start Date: start sometime June 2012
Name: Sunset Avenue Storm Line
Location: Richmond
Prime: Yes
Description: Installing storm piping in street
Reference / Contact Name: CDP Engineers - Sandy Camargo
Reference Address / Phone: 3250 Blazer Parkway
Lexington, KY 40509
(859) 264-7500
Project Owner: City Of Richmond
Design Engineer: CDP Engineers
Date Complete: completed Dec. 2012
Contract Price: \$ 647,953.53
Subcontractors: 26%

Start Date: May 2012
Name: ECU Steam Line
Location: Richmond
Prime: Yes
Description: Installing 60" RCP for steam Tunnel
Reference / Contact Name: John Mason
Reference Address / Phone: Staggs & Fisher, Inc.
3264 Lochness Drive
Lexington, Ky 40517 Phone: (859) 271-3246
Project Owner: ECU
Design Engineer: Staggs & Fisher

Date Complete: Complete Dec. 2012

Contract Price: \$ 748,800.00

Subcontractors: 15%

Start Date: March 2012

Name: Papacina Restaurant

Location: Lexington Ky

Prime: No

Description: Grading & installing storm & sanitary

Reference / Contact Name: David Mitchell w/ Greer Companies

Reference Address / Phone: 3620 Walden Drive, Suite 200
Lexington, Ky 40517

Project Owner: Part Of Greer Companies

Design Engineer: CMW Inc.

Date Complete: Complete 2013

Contract Price: \$ 285,660.00

Start Date: Aug. 2011

Name: University Of Kentucky UK CAER Phase 3

Location: Lexington Ky

Prime: No

Description: Grading, Storm drainage & sanitary

Reference / Contact Name: Turner Construction Jason Kruse

Reference Address / Phone: 633 West Main Street Suite 450
Louisville, Ky 40202
(502) 377-0688

Project Owner: University Of Ky

Design Engineer: Vision Engineer

Date Complete: June 2012

Contract Price: \$313,458.00

Start Date: December May 2010

Name: U Of K Steam Line

Location: Lexington

Prime: No

Description: Excavate & install new steam line

Reference / Contact Name: Dan Branscum w/ Staggs & Fisher

Reference Address / Phone: Staggs & Fisher, Inc.
3264 Lochness Drive
Lexington, Ky 40517 Phone: (859) 271-3246

Project Owner: University of Ky

Design Engineer: Staggs & Fisher

Date Complete: Complete

Contract Price: \$ 948,950.00

Start Date: February 2009

Name: Bluegrass Station Infrastructure

Location: Lexington Ky

Prime: Yes

Description: installing site storm, sanitary, water, asphalt & fire protection

Reference / Contact Name: Bluegrass Station - Paul Cable

Reference Address / Phone: 5751 Briar Hill Road Lexington, KY 40516
(859) 293-3203

Project Owner: Bluegrass Station

Design Engineer: CDP Engineers

Date Complete: June 2012

Contract Price: \$ 3,697,449.00

Subcontractors: 44 %

Start Date: 2010

Name: UK 4th & 5th floor steam line

Location: Lexington

Prime: No

Description: Excavation & installing Steam line

Reference / Contact Name: Rich Reidle

Reference Address / Phone: Peterson Service Building Lexington, KY 40506

Project Owner: University Of Ky (859) 257-5911

Design Engineer: Staggs & Fisher Consulting Engineers - Dan Branscum

Date Complete: 2011

Contract Price: \$ 1,517,347.00

Start Date: 2010

Name: Madison Southern High School

Location: Richmond

Prime: Yes

Description: Grading, site storm & asphalt

Reference / Contact Name: Tony Thomas

Reference Address / Phone: Clotfelter-Samokar, PSC Architecture | Engineering |
Interiors | Landscapes | Planning
228 E. Reynolds Road, Suite One
Lexington, KY 40517 (859) 338-7485

Project Owner: Madison County Board Of EDU

Design Engineer: Clotfelter-Samokar, PSC Architecture | Engineering |
Interiors | Landscapes | Planning

Date Complete: 2011
Contract Price: \$ 381,716.00
Subcontractors: 40%

Start Date: 2010
Name: Aniston Wickland Storm Water
Location: Lexington
Prime: Yes
Description: Remediation sink holes, Grading & site storm
Reference / Contact Name: LFUCG - Rick Day
Reference Address / Phone: 301 Lisle Industrial Ave. Lexington, KY 40511
(859) 425-2407
Project Owner: Lexington Fayette Urban County Government
Design Engineer: Lexington Fayette Urban County Government
Date Complete: 2011
Contract Price: \$ 653,827.00
Subcontractors: 15%

Start Date: 2009
Name: Lower Howards Creek
Location: Winchester Ky
Prime: Yes
Description: Installing Gravity Sanitary Sewer
Reference / Contact Name: Winchester Municipal Utilities Duke Dryden
Reference Address / Phone: WMU
150 N Main St,
Winchester, KY 40391 (859) 744-5434
Project Owner: WMU
Design Engineer: Palmer Engineering - Stephanie Blain - 400 Shoppers DR
Winchester KY (859) 744-1218 45391
Date Complete: 2010
Contract Price: \$ 737,522.00
Subcontractors: 15%

Start Date: 2009
Name: UK CAER Phase 1
Location: Lexington
Prime: No
Description: Grading & installing storm, sanitary, Concrete, etc..
Reference / Contact Name: Turner Construction Jason Kruse
Reference Address / Phone: 633 West Main Street Suite 450
Louisville, Ky 40202

Project Owner: University Of Ky
Design Engineer: Vision Engineering
Date Complete: June 2010
Contract Price: \$ 834,489.00

Start Date: 2008
Name: St Luke Methodist Church
Location: Lexington
Prime: No
Description: Grading, storm, sanitary
Reference / Contact Name: Burchfield Thomas General Contracting
Reference Address / Phone: 1610 Old Frankfort Pike Lexington, KY 40577
(859) 231-6170
Project Owner: St Luke United Methodist Church
Design Engineer: John L. Carmen & Assoc. - Chris Howard - 310 Old Vine
Street Lexington, KY 40507 (859) 254-8903
Date Complete: 2009
Contract Price: \$ 522,752.00

Start Date: 2007
Name: Keeneland Force Main
Location: Lexington
Prime: Yes
Description: Installing sanitary Force main
Reference / Contact Name: Keeneland John Howard
Reference Address / Phone: 4201 Versailles Rd.
Lexington, KY 40510 (859)-288-4232
Project Owner: Keeneland
Design Engineer: GRW 801 Corporate Drive Lexington, KY 40503 (859)
2333-999
Date Complete: 2007
Contract Price: \$ 243,153.00
Subcontractors: 0%

Start Date: 2013
Name: EKU Steam Line Replacement Phase 2
Location: Richmond Ky
Prime: Yes
Description: Installing new steam line
Reference / Contact Name: John Mason
Reference Address / Phone: Staggs & Fisher, Inc.
3264 Lochness Drive
Lexington, Ky 40517 Phone: (859) 271-3246
Project Owner: EKU
Design Engineer: Staggs & Fisher
Date Complete: July 2013
Contract Price: \$ 338,500.00
Bonded: Yes
Subcontractors: 34%

Start Date: 2013
Name: Glendover Elementary School
Location: Lexington, Ky
Prime: No
Description: Site grading & storm drainage
Reference / Contact Name: Ashley Davis
Reference Address / Phone: Woodford Builders
440 Fairman Road
Lexington, Ky 40511
Project Owner: Fayette County School Board
Design Engineer: Carman Engineering
Date Complete: Not completed
Contract Price: \$ 499,845.00
Bonded: No
Subcontractors: 0%

Start Date: August 2013
Name: U Of K Woodland Avenue Sanitary Line
Location: Lexington
Prime: Yes
Description: Excavate & install new sanitary line

Reference / Contact Name: Dan Branscum w/ Staggs & Fisher
Reference Address / Phone: Staggs & Fisher, Inc.
3264 Lochness Drive
Lexington, Ky 40517 Phone: (859) 271-3246

Project Owner: University of Ky
Design Engineer: Staggs & Fisher
Date Complete: not complete
Bonded: yes
Contract Price: \$ 697,000.00

Start Date: not started yet 2013
Name: Anniston / Wickland
Location: Lexington
Prime: Yes
Description: Excavate & install new storm & sanitary line

Reference / Contact Name: Fred Eastridge
Reference Address / Phone: Sherman Carter Barnhart
2405 Harrodsburg Rd
Lexington, Ky 40504 Phone: (859) 619-3733

Project Owner: LFUCG City of Lexington
Design Engineer: Sherman Carter Barnhart
Date Complete: not complete
Bonded: yes
Contract Price: \$ 995,237.00

Start Date: Started yet 2012
Name: Meadowthorpe Elementary School
Location: Lexington
Prime: No
Description: Excavate & install new storm
Reference / Contact Name: Isaac Tatum with Isaac Tatum Construction
Reference Address / Phone: 215 North Depot Street
Lebanon, Ky 40033
(270) 692-4045

Project Owner: Fayette County Board Of Education
Design Engineer: Carman
Date Complete: not complete
Bonded: no
Contract Price: \$ 204,160.00

Start Date: June 2013
Name: Glendover Elementary School
Location: Lexington Ky
Prime: No
Description: Grading & storm Drainage
Reference / Contact Name: Woodford Builders / JR Rice
Reference Address / Phone: 440 Fairman Rd,
Lexington ky 40511
(859) 252-0815

Project Owner: Fayette County Board Of Education
Design Engineer: Carman
Date Complete: not complete
Bonded: No
Contract Price: \$518,657. 00

Start Date: July 2013
Name: Jesse Clark Middle School
Location: Lexington
Prime: No
Description: Grading & storm drainage
Reference / Contact Name: Alliance Corporation / Steve Harding
Reference Address / Phone: 116 East College Street
Glasgow, Ky 42141

Project Owner: Fayette County Board Of Education
Design Engineer: Carman
Date Complete: not complete
Bonded: No
Contract Price: \$ 618,452.00

Start Date: Aug. 2013
Name: Woodland Avenue Sanitary Sewer
Location: Lexington, Ky
Prime: Yes
Description: Installation of sanitary line in the middle of Woodland Avenue
Reference / Contact Name: Staggs & Fisher / Dan Bransum
Reference Address / Phone: Staggs & Fisher, Inc.

Project Owner: LFUCG / UK
Design Engineer: Staggs & Fisher
Date Complete: not complete
Bonded: yes
Contract Price: \$ 697,800.00

Start Date: Not Started Yet
Name: UK Gatton Building
Location: Lexington, Ky
Prime: Yes
Description: Grading, Drainage, Sanitary
Reference / Contact Name: Skanska General Contractors / Joe Jason
Reference Address / Phone: 5000 Meridian Boulevard
Suite 100
Franklin Tenn. 37067
313-418-0899

Project Owner: UK
Design Engineer: Rosstarrant Architecture
Date Complete: not done
Bonded: Yes
Contract Price: \$ 1,610,900.00

Other projects Lagco has accomplished:

2007

Huntertown Elementary	\$ 279,642.00
Equine Vet Clinic	\$ 249,825.00
Value Place Hotel	\$ 212,736.00
Montessori Elementary	\$ 174,890.00

2008

UK Farm Road Steam Line	\$ 1,042,315.00
Nicholas County High	\$ 236,444.00
Southwest High	\$ 130,856.00
Scott County Career Tech	\$ 123,181.00
Anderson County Annex	\$ 252,000.00

2009

UK Patient Care	\$ 167,115.00
Rowan County Courthouse	\$ 508,332.00
BB&T Bank	\$ 133,857.00
Waynesburg Elementary	\$ 286,975.00
Eastern State Hospital	\$ 87,000.00

2010 & 2011

UK fine Arts Building	\$ 59,000.00
Congleton Lumber Building	\$ 52,497.00
Tire Discounters	\$ 70,725.00

2012 & 2013

Kentucky military museum	\$ 25,000.00
Lexmark building 005	\$ 181,900.00
Logans Roadhouse	\$ 65,567.00
Meadothorpe Elementary School	\$ 239,443.00
North Maysville water line	\$ 94,403.00
Panda express	\$ 82,784.00
Taco Bell	\$ 16,182.00
EKU Phase 2	\$ 352,995.00
Demo Base Housing Blue Grass Station	\$ 31,632.56
Advanced Auto (Harrodsburg Ky)	\$ 63,766.00
O'Reilly Auto Parts	\$ 23,528.62

Schedule C – Personnel

Name	Position	Date started with Organization	date started in Construction	prior positions / experience
Randy Greene	President	1980	1980	insulation, mechanical, estimator
J.R. Greene	vice president	1980	1980	Project manager, vice president laborer, foreman, vice president
Bruce Kuntz	estimator	2002	2002	Pipe Wholesale, laborer, estimator Project manager
Jarrold Conn	estimator / project Manager	2003	2003	Laborer, operator, estimator
Mike Roe	Field Superintendent	2008	1987	Foreman, operator, superintendent
Gregg Profit	Foreman/operator	2008	1992	laborer, operator, foreman
Marshal Todd	Foreman/operator	2008	1993	Laborer, operator, foreman
Keith Jones	Foreman/operator	2006	1995	laborer, operator, foreman

Jarrold Conn

From: McConnell, Tammy <tmccconnell@herald-leader.com>
Sent: Tuesday, November 26, 2013 3:02 PM
To: Jarrod Conn
Subject: Re: ad

\$117 under construction. The ad is set to run
proof

Lagco Inc. is
requesting MBE/WBE
quotes on the
following project: Idle
Hour Park Football
Field project in
Lexington that bids on
12/3/13. Please call
293-7473 for additional
information.

Tammy McConnell
Lexington Herald-Leader
Recruitment Advertising
p. 859-231-1485
f. 859-231-3155
tmccconnell@herald-leader.com

On Tue, Nov 26, 2013 at 2:56 PM, Jarrod Conn <jarrod@lagco.com> wrote:

Tammy,

I need to place an ad today or tomorrow if possible, please let me know:

Lagco Inc. is requesting MBE/WBE quotes on the following project: Idle Hour Park Football Field project in Lexington that bids on 12/3/13. Please call 293-7473 for additional information.

I don't want this ad to run online, just in the paper. Could you please send proof back. Please bill the credit card that you have on file.

Thanks!

Jarrold Conn

From: Jarrod Conn <jarrold@lagco.com>
Sent: Tuesday, November 26, 2013 2:55 PM
To: ADEINC1@aol.com; advanced construction of ky ; brad mook ; cedar valley seeding ; g&g paving ; great lake paving ; lester ; minnifield enterprize dba all pro electric ; prosys ; T.E.M. electric ; TAS development electric ; Ted Randle (tedr@mis.net); testech; tsi paving ; ecoclean1@msn.com
Subject: MBE / WBE

Lagco Inc. is looking for WBE / DBE subcontractors / suppliers for the following project: Idle Hour Park Football Field: Need pricing on material, stone, asphalt, concrete, seed & straw, erosion blankets, electrical etc.... plans are available at Lynn Imaging. This project bids on Dec. 3rd. Please send pricing to the fax number below.

Thank You!

Lagco Inc.
Phone: 859-293-7473
Fax: 859-293-7471

Jarrold Conn

From: sbloomin@aol.com
Sent: Tuesday, December 03, 2013 10:28 AM
To: jarrod@lagco.com; bruce@lagco.com; pbullock@abrconstruction.com

Somethin Bloomin
859 536 7568

DBE

Idle Hour Park
Irrigation Installation Bid
Includes Prevailing Wage ***

\$22,000

Seed and Straw Installation
Does Not Include Site Prep
Includes Prevailing Wage ***
\$16.00 per sq yd

AIA[®] Document A310[™] – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Lagco, Inc.
P.O. Box 12510
Lexington, KY 40583

SURETY:

(Name, legal status and principal place of business)

Great American Insurance Company
301 E. 4th Street
Cincinnati, OH 45202

OWNER:

(Name, legal status and address)

LFUCG
200 East Main Street
Room 338
Lexington, KY 40507

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: Five Percent of the Amount Bid

(\$ 5% of Bid)

PROJECT:

(Name, location or address, and Project number, if any)

Project No. 154-2013 - Idle Hour Park - Installation of New Football Field

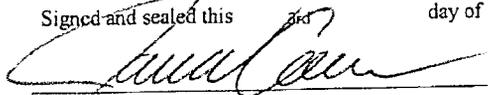
The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 1st day of

December 2013


(Witness)

Lagco, Inc.

(Principal)

(Title)

Great American Insurance Company

(Surety)

(Title)

Amy Meredith
Attorney-in-Fact

init.

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GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by this power of attorney is not more than **ELEVEN**

No. 0 20317

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

	Name	Address	Limit of Power
DEBORAH NEICHTER	MARGIE M. LOWRY	SHERYON QUINN	ALL
JILL KEMP	MARK A GUIDRY	JACKIE C. KOESTEL	\$75,000,000.
BONNIE J. WORTHAM	SANDRA L. FUSINETTI	AMY MEREDITH	
BARBARA DUNCAN	LYNNETTE LONG	ALL OF LOUISVILLE, KENTUCKY	

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 5TH day of DECEMBER, 2012
Attest GREAT AMERICAN INSURANCE COMPANY



Stephen C. Beraha
Assistant Secretary

David C. Kitchen
Divisional Senior Vice President

DAVID C. KITCHIN (677-377-2405)

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this 5TH day of DECEMBER, 2012, before me personally appeared DAVID C. KITCHIN, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



KAREN L. GROSHEIM
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES 02-20-16

Karen L. Grosheim

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 3rd day of December, 2013.



Stephen C. Beraha
Assistant Secretary

PART IV
GENERAL CONDITIONS
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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 OWNER 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 OWNER, 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 OWNER'S recommendation of final payment (unless responsibility for the protection thereof has been assumed by OWNER).

1.13 Drawings

The drawings which show the character and scope of the Work to be performed and which have been prepared or approved by OWNER 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 ARCHITECT

Consultant hired by the Lexington-Fayette Urban County Government Division Department of General Services to represent OWNER on the Project.

1.17 Field Order

A documented order issued by OWNER 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, Department of General Services or its authorized representative.

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 of the OWNER 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

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.

1.29 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 OWNER any conflict, error or discrepancy which CONTRACTOR may discover and shall obtain a written interpretation or clarification from OWNER before proceeding with any Work affected thereby; however, CONTRACTOR shall not be liable to OWNER 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 OWNER 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 component parts in sufficient detail 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.

2.7 Preconstruction Conference

Before CONTRACTOR starts the Work at the proposed site, a conference attended by CONTRACTOR, OWNER, 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 LFUCG's 10% minimum DBE goals.

2.8 Finalizing Schedules

At least ten days before submission of the first Application for Payment a conference attended by CONTRACTOR, OWNER 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 OWNER as providing orderly progression of the Work to completion within the Contract Time, but such acceptance will neither impose on OWNER 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 OWNER as providing a workable arrangement for processing the submissions. The finalized schedule of values will be acceptable to OWNER 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 or CONTRACTOR, or any of their consultants, agents or employees from those set forth in the Contract Documents, nor shall it be effective to assign to OWNER, or any of OWNER'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 OWNER 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 OWNER in writing at once and before proceeding with the Work affected thereby shall obtain a written interpretation or clarification from OWNER; however, CONTRACTOR shall not be liable to OWNER 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 OWNER; and they shall not reuse any of them on extensions of the Project or any other project without written consent of OWNER and specific written verification or adaptation by OWNER.

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 therefore as provided in Article 11. OWNER 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 OWNER 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 OWNER 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 in writing about the inaccuracy or difference.

4.2.4 OWNER'S Review

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

4.2.5 Possible Document Change

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

4.3.1.2 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. OWNER 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 [NOT USED]**

OWNER shall provide engineering surveys to establish reference points for construction which in OWNER'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 OWNER 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 OWNER and the general public. 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 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. 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 OWNER.

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 OWNER, 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 OWNER, or any of OWNER'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 OWNER of all such instances at least five (5) days in advance of receiving the proposals. The OWNER 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 OWNER 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 if sufficient information is submitted by CONTRACTOR to allow OWNER to determine that the material or equipment proposed is equivalent or equal to that named. The procedure for review by OWNER will include the following. Requests for review of substitute items of material and equipment will not be accepted by OWNER 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 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. Written application must be submitted 5 business days prior to bid opening for consideration and to allow OWNER adequate time to investigate the proposed product or material. 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 in evaluating the proposed substitute. OWNER 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, if CONTRACTOR submits sufficient information to allow OWNER to determine that the substitute proposed is equivalent to that indicated or required by the Contract Documents. The procedure for review by OWNER will be similar to that provided in paragraph 5.7.1 as applied by OWNER.

5.7.3 OWNER'S Approval

OWNER will be allowed a reasonable time within which to evaluate each proposed substitute. OWNER will be the sole judge of acceptability, and no substitute will be ordered, installed or utilized without OWNER'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 will record time required by OWNER and OWNER'S consultants in evaluating substitutions proposed by CONTRACTOR and in making changes in the Contract Documents occasioned thereby. Whether or not OWNER accepts a proposed substitute, CONTRACTOR shall reimburse OWNER for the charges of OWNER and OWNER'S consultants for evaluating each proposed substitute.

5.8 Subcontractors, Suppliers, and Others

5.8.1 Acceptable to OWNER

CONTRACTOR shall not employ any Subcontractor, Supplier or other person or organization (including those acceptable to OWNER as indicated

in paragraph 5.8.2), whether initially or as a substitute, against whom OWNER 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 if CONTRACTOR has submitted a list thereof, OWNER'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 of any such Subcontractor, Supplier or other person or organization shall constitute a waiver of any right of OWNER 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 OWNER 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 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 and any such Subcontractor, Supplier or other person or organization, nor shall it create any obligation on the part of OWNER 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.

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, OWNER shall not 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 OWNER 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 OWNER, 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 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 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 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 OWNER for reference. Upon completion of the Work, these record documents, samples and Shop Drawings will be delivered to 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 OWNER 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 OWNER 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 OWNER to review the information as required.

5.15.2 Sample Submittals

CONTRACTOR shall also submit to OWNER 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 OWNER 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 OWNER for review and approval of each such variation.

5.15.5 OWNER'S Approval

OWNER will review and approve with reasonable promptness Shop Drawings and samples, but OWNER'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 OWNER, 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 OWNER on previous submittals.

5.15.6 Responsibility for Errors and Omissions

OWNER'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 OWNER'S attention to each such variation at the time of submission as required by paragraph 5.15.4 and OWNER 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 OWNER 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 OWNER'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 [NOT USED]

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 therefore 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 OWNER 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 OWNER 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.

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 OWNER 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. OWNER'S STATUS DURING CONSTRUCTION

8.1 OWNER'S Representative [NOT USED]

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

8.2 Visits to Site

OWNER 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. OWNER will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. OWNER'S efforts

will be directed toward providing for OWNER a greater degree of confidence that the completed Work will conform to the Contract Documents.

8.3 Project Representation

OWNER will provide an Inspector to assist OWNER in observing the performance of the Work. If OWNER designates another agent to represent OWNER at the site who is not OWNER'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

OWNER 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 OWNER 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

OWNER 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

OWNER will have authority to disapprove or reject Work which OWNER 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 OWNER'S responsibility for Shop Drawings and samples, see paragraphs 5.15.1 through 5.16 inclusive.

8.8 Change Orders

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

8.9 Payments

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

8.10 Determinations for Unit Prices [NOT USED]

OWNER will determine the actual quantities and classifications of Unit Price Work performed by CONTRACTOR if applicable.

OWNER will review with CONTRACTOR OWNER'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

OWNER 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 OWNER in writing with a request for a formal decision in accordance with this paragraph, which OWNER will render in writing within a reasonable time. Written notice of each such claim, dispute and other matter will be delivered to OWNER 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 OWNER within sixty days after such occurrence unless OWNER allows an additional period of time to ascertain more accurate data in support of the claim.

8.12 Limitations on OWNER'S Responsibilities

8.12.1 CONTRACTOR, Supplier, or Surety

Neither OWNER'S authority to act under this Article 8 or elsewhere in the Contract Documents nor any decision made by OWNER in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of OWNER 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 OWNER 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 OWNER 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.

OWNER will not be responsible for CONTRACTOR'S means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, and OWNER 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

OWNER 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 OWNER 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 OWNER 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 OWNER 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 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, 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 OWNER 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 OWNER, 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 OWNER 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 OWNER 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 OWNER 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 OWNER 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 OWNER 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 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

OWNER, OWNER'S representatives, 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 OWNER timely notice of readiness of the Work for all required inspections, tests or approvals.

12.3.2 Requirements and Responsibilities

The OWNER 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 OWNER 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.

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.

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 OWNER, it must, if requested by OWNER, be uncovered for observation. Such uncovering shall be at CONTRACTOR'S expense unless CONTRACTOR has given OWNER timely notice of CONTRACTOR'S intention to cover the same and OWNER has not acted with reasonable promptness in response to such notice.

12.3.5 CONTRACTOR'S Obligation

Neither observations by OWNER 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 OWNER, 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 OWNER, 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 OWNER 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 OWNER to proceed to correct and to correct defective Work or to remove and replace rejected Work as required by OWNER 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 OWNER, 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 OWNER. 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 OWNER 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 OWNER. 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 OWNER 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 OWNER'S discretion. All remaining retainage held will be included in the final payment to the Contractor.

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

OWNER 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 OWNER'S reasons for refusing to recommend payment. In the latter case, CONTRACTOR may make the necessary corrections and resubmit the Application.

13.4.2 OWNER'S Recommendation

OWNER may refuse to recommend the whole or any part of any payment, if, in OWNER'S opinion, it would be incorrect to make such representations to OWNER. OWNER 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 OWNER'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 OWNER'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, OWNER 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 OWNER 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 OWNER 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 OWNER'S Approval

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

15.8 Close Out Procedures

The CONTRACTOR will coordinate training for OWNER of all major building systems and equipment that are part of the Project.

The CONTRACTOR will distribute three (3) copies of the appropriate O&M Manuals for the installed major building systems and equipment.

The CONTRACTOR shall prepare accurate record drawings that reflect project improvements "as-built" in the field. The CONTRACTOR shall provide three (3) copies of the record drawings to the OWNER.

The CONTRACTOR shall provide an electronic version (AutoCAD) of all construction documents related to the Project at the conclusion of the Project.

END OF SECTION

PART V
SPECIAL CONDITIONS
INDEX

- 1 RISK MANAGEMENT PROVISIONS --
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- 2 PREVAILING WAGE RATES

**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.

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, AND 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	\$500,000.00

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.

00379412



Steven L. Beshear
Governor

KENTUCKY LABOR CABINET
DEPARTMENT OF WORKPLACE STANDARDS
DIVISION OF EMPLOYMENT STANDARDS,
APPRENTICESHIP & MEDIATION
1047 US Hwy 127 S - Suite 4
Frankfort, Kentucky 40601
Phone: (502) 564-3534
Fax (502) 696-1897
www.labor.ky.gov

Larry Roberts
Secretary

Anthony Russell
Commissioner

November 12, 2013

Sondra Stone
LFUCG
200 E. Main St.
Lexington KY 40507

Re: LFUCG, Idle Hour Park Demo & Football Field Construction

Advertising Date as Shown on Notification: November 19, 2013

Dear Sondra Stone:

This office is in receipt of your written notification on the above project as required by KRS 337.510 (1).

I am enclosing a copy of the current prevailing wage determination number CR 8-008, dated July 30, 2013 for FAYETTE County. This schedule of wages shall be attached to and made a part of the specifications for the work, printed on the bidding blanks, and made a part of the contract for the construction of the public works between the public authority and the successful bidder or bidders.

The determination number assigned to this project is based upon the advertising date contained in your notification. There may be modifications to this wage determination prior to the advertising date indicated. In addition, if the contract is not awarded within 90 days of this advertising date or if the advertising date is modified, a different set of prevailing rates of wages may be applicable. It will be the responsibility of the public authority to contact this office and verify the correct schedule of the prevailing rates of wages for use on the project. Your project number is as follows: 034-H-01188-13-8, Heavy/Highway

Sincerely,

Anthony Russell
Commissioner



**KENTUCKY LABOR CABINET
PREVAILING WAGE DETERMINATION
CURRENT REVISION
LOCALITY NO. 008**

Determination No. CR-8-008

Date of Determination: July 30, 2013

This schedule of the prevailing rate of wages for Locality No. 008, which includes Fayette County, has been determined in accordance with the provisions of KRS 337.505 to 337.550. This determination shall be referred to as Prevailing Wage Determination No. CR-8-008.

Apprentices shall be permitted to work as such subject to Administrative Regulations 803 KAR 1:010. Copies of these regulations will be furnished upon request to any interested person.

Overtime is to be computed at not less than one and one-half (1 1/2) times the indicated BASE RATE for all hours worked in excess of eight (8) per day, and/or in excess of forty (40) per week. However, KRS 337.540 permits an employee and employer to agree, in writing, that the employee will be compensated at a straight time base rate for hours worked in excess of eight (8) hours in any one calendar day, but not more than ten (10) hours worked in any one calendar day, if such written agreement is prior to the over eight (8) hours in a calendar day actually being worked, or where provided for in a collective bargaining agreement. The fringe benefit rate is to be paid for each hour worked at a straight time rate for all hours worked. Fringe benefit amounts are applicable for all hours worked except when otherwise noted. Welders will receive rate for craft in which welding is incidental.

No laborer, workman or mechanic shall be paid at a rate less than that of the General Laborer except those classified as bona fide apprentices registered with the Kentucky State Apprenticeship Supervisor unless otherwise specified in this schedule of wage rates.

NOTE: The type of construction shall be determined by applying the following definitions.

BUILDING CONSTRUCTION

Building construction is the construction of sheltered enclosures with walk-in access for the purpose of housing persons, machinery, equipment, or supplies. It includes all construction of such structures, the installation of utilities and the installation of equipment, both above and below grade level, as well as incidental grading, utilities and paving.

HIGHWAY CONSTRUCTION

Highway construction includes the construction, alteration or repair of roads, streets, highways, runways, taxiways, alleys, trails, paths, parking areas, and other similar projects not incidental to building or heavy construction. It includes all incidental construction in conjunction with the highway construction project.

HEAVY CONSTRUCTION

Heavy projects are those projects that are not properly classified as either "building" or "highway". For example, dredging projects, water and sewer line projects, dams, flood control projects, sewage treatment plants and facilities, and water treatment plants and facilities are considered heavy.



Anthony Russell, Commissioner
Department of Workplace Standards
Kentucky Labor Cabinet

ASBESTOS/INSULATION WORKERS:		BASE RATE	\$24.92
		FRINGE BENEFITS	11.80
BOILERMAKERS:		BASE RATE	\$21.75
		FRINGE BENEFITS	11.76
BRICKLAYERS:			
Bricklayers:		BASE RATE	\$24.31
		FRINGE BENEFITS	11.40
Firebrick & Refractory:		BASE RATE	\$26.08
		FRINGE BENEFITS	11.42
Sawman & Layman:		BASE RATE	24.56
		FRINGE BENEFITS	11.40
CARPENTERS:			
Carpenters:	BUILDING	BASE RATE	\$21.98
(Includes Drywall Finisher)		FRINGE BENEFITS	12.70
Piledrivermen:	BUILDING	BASE RATE	\$22.48
		FRINGE BENEFITS	12.70
Carpenters:	HEAVY & HIGHWAY	BASE RATE	\$26.90
		FRINGE BENEFITS	14.50
Piledriver:	HEAVY & HIGHWAY	BASE RATE	\$27.15
		FRINGE BENEFITS	14.50
Divers:	HEAVY & HIGHWAY	BASE RATE	\$40.73
		FRINGE BENEFITS	14.50
CEMENT MASONS:		BASE RATE	\$15.51
		FRINGE	.59
ELECTRICIANS:		BASE RATE	\$29.48
		FRINGE BENEFITS	14.36
<p>When workmen are required to work from bosun chairs, trusses, stacks, tanks, scaffolds, catwalks, radio and T.V. towers, structural steel (open, unprotected, unfloored raw steel) and bridges or similar hazardous locations where workmen are subject to a direct fall: 50 feet to 75 feet – add 25% above the workman's hourly rate, over 75 feet add 50% above workman's hourly rate. No premium shall be paid on work performed using JLGs, bucket trucks or other similar elevated mechanized work platforms up to 75 feet above the surface upon which the platform sits.</p>			
LINEMAN:	HEAVY HIGHWAY	BASE RATE	\$31.86
		FRINGE BENEFITS	11.63
EQUIPMENT OPERATOR:	HEAVY HIGHWAY	BASE RATE	\$28.48
		FRINGE BENEFITS	10.94
GROUNDSMAN:	HEAVY HIGHWAY	BASE RATE	\$18.87
		FRINGE BENEFITS	9.03

ELEVATOR CONSTRUCTORS:

BASE RATE	\$30.46
FRINGE BENEFITS	8.92

GLAZIERS:

BASE RATE	\$24.15
FRINGE BENEFITS	11.45

IRONWORKERS:

BASE RATE	\$26.47
FRINGE BENEFITS	19.56

LABORERS / BUILDING:

BUILDING GROUP 1: General laborers, asbestos abatement laborer, toxic waste removal laborer, water boys, tool room checker, carpenter tenders, (civil engineer helper, rodman, grade checker, excluding all field work performed by Engineering Firms), concrete pouring and curing, concrete forms stripping and wrecking, hand digging and backfilling of ditches, clearing of right of ways and building sites, wood sheeting and shoring, signalman for concrete bucket and general cleaning, and environmental laborer - nuclear, radiation, toxic and hazardous waste - Level D:

BUILDING	*BASE RATE	\$20.41
	FRINGE BENEFITS	10.69

BUILDING GROUP 2: All air tool operators, air track drills, asphalt rakers, tampers, batchers plant and scale man, chain saw, concrete saw, cutter/burner, electric hand grinder, all electric bush and chipping hammers, flagmen, forklift operators, form setter (street or highway), metal form setters, heaters, mesh handlers on walkways, streets and roadways outside building, gunnite laborers, hand spiker, introflax burning rod, joint makers, mason tender, multi-trade tender, pipe layers, plaster tender, powderman helpers, power driven Georgia buggies, power posthole diggers, railroad laborers, sandblaster laborers, scow man and deck hand, signal man, sweeper and cleaner machines, vibrator operators, vibrator/tamper operated by hand or remote control, walk behind trenching machines, mortar mixer machines, water pumpmen, and environmental laborers - nuclear, radiation, toxic and hazardous waste - Level C:

BUILDING	*BASE RATE	\$20.81
	FRINGE BENEFITS	10.69

BUILDING GROUP 3: Asphalt paver screwman, gunnite nozzleman and gunnite nozzle machine operator, sand blaster nozzleman, concrete or grout pumpman, plaster pumpman:

BUILDING	*BASE RATE	\$21.01
	FRINGE BENEFITS	10.69

BUILDING GROUP 4: Powderman and blaster, and environmental laborer - nuclear, radiation, toxic and hazardous waste - Level B:

BUILDING	*BASE RATE	\$21.11
	FRINGE BENEFITS	10.69

BUILDING GROUP 5: Caisson holes (6 ft. and over) pressure and free air including tools, and environmental laborer - nuclear, radiation, toxic and hazardous waste - Level A:

BUILDING	*BASE RATE	\$21.61
	FRINGE BENEFITS	10.69

BUILDING GROUP 6: Tunnel man and tunnel sand miner, cofferdam (pressure and free air), sand hog or mucker (pressure or free air):

BUILDING	*BASE RATE	\$21.91
	FRINGE BENEFITS	10.69

***Employees handling chemically treated materials which are harmful to the skin shall receive an additional \$.50 above base rate. Employees working on high work such as towers or smoke stacks, or any type of work fifty (50) feet above the ground or a solid floor shall receive \$1.00 above base rate. Employees working on boilers, kilns, melting tanks, furnaces, or when refractory is done using live fires, drying fires, heatups or any hot work shall receive \$2.00 above base rate.**

LABORERS / HEAVY & HIGHWAY:

HEAVY HIGHWAY GROUP 1: Aging and curing of concrete (any mode or method), asbestos abatement worker, asphalt plant laborers, asphalt laborers, batch truck dumpers, carpenter tenders, cement mason tenders, cleaning of machines, concrete laborers, demolition laborers, dredging laborers, drill helper, environmental laborer - nuclear, radiation, toxic and hazardous waste - Level D, flagmen, grade checkers, all hand digging and hand back filling, highway marker placers, landscaping laborers, mesh handlers and placers, puddler, railroad laborers, rip-rap and grouters, right of way laborers, sign, guard rail and fence installers (all types), signal men, sound barrier installer, storm and sanitary sewer laborers, swampers, truck spotters and dumpers, and wrecking of concrete forms, general cleanup:

HEAVY & HIGHWAY	BASE RATE	\$21.35
	FRINGE BENEFITS	12.01

HEAVY HIGHWAY GROUP 2: Batter board men (sanitary and storm sewer), brickmason tenders, mortar mixer operator, scaffold builders, burner and welder, bushhammers, chain saw operator, concrete saw operators, deckhand scow man, dry cement handlers, environmental laborers - nuclear, radiation, toxic and hazardous waste - Level C, forklift operators for masonry, form setters, green concrete cutting, hand operated grouter and grinder machine operator, jack hammers, lead paint abatement, pavement breakers, paving joint machine, pipe layers-laser operators (non-metallic), plastic pipe fusion, power driven Georgia buggy or wheelbarrow, power post hole diggers, precast manhole setters, walk-behind tampers, walk-behind trenchers, sand blasters, concrete chippers, surface grinders, vibrator operators, wagon drillers:

HEAVY & HIGHWAY	BASE RATE	\$21.60
	FRINGE BENEFITS	12.01

HEAVY HIGHWAY GROUP 3: Asphalt luteman and rakers, gunnite nozzleman, gunnite operators and mixers, grout pump operator, side rail setters, rail paved ditches, screw operators, tunnel laborers (free air), and water blasters:

HEAVY & HIGHWAY	BASE RATE	\$21.65
	FRINGE BENEFITS	12.01

HEAVY HIGHWAY GROUP 4: Caisson workers (free air), cement finishers, environmental laborer - nuclear, radiation, toxic and hazardous waste - Levels A and B, miners and drillers (free air), tunnel blasters, and tunnel muckers (free air), directional and horizontal boring, air track driller (all types), powder man and blaster:

HEAVY & HIGHWAY	BASE RATE	\$22.25
	FRINGE BENEFITS	12.01

MARBLE, TILE & TERRAZZO:

Finishers:

BASE RATE	\$14.96
FRINGE BENEFITS	0.00

Setters:

BASE RATE	\$21.89
FRINGE BENEFITS	0.00

MILLWRIGHTS:

BASE RATE	\$24.18
FRINGE BENEFITS	15.67

OPERATING ENGINEERS / BUILDING:

NCCCO OR OECP CERTIFIED

BUILDING CLASS A-1: Crane, dragline, hoist (1 drum when used for stack or chimney construction or repair); hoisting engineer (2 or more drums), orangepeel bucket, overhead crane, piledriver, truck crane, tower crane, hydraulic crane:

BUILDING	BASE RATE	\$27.90
	FRINGE BENEFITS	13.90

OPERATING ENGINEERS / BUILDING: CONTINUED

BUILDING CLASS A: Articulating dump, auto patrol, batcher plant, bituminous paver, cableway, central compressor plant, clamshell, concrete mixer (21 cu. ft. or over), concrete pump, crane, crusher plant, derrick, derrick boat, directional boring machine, ditching and trenching machine, dragline, dredge operator, dredge engineer, elevating grader and all types of loaders, forklift (regardless of lift height), GPS systems (on equipment within the classification), hoe type machine, hoist (1 drum when used for stack or chimney construction or repair), hoisting engineer (2 or more drums), laser or remote controlled equipment (within the classification), locomotive, motor scraper, carry-all scoop, bulldozer, heavy duty welder, mechanic, orangepeel bucket, piledriver, power blade, motor grader, roller (bituminous), scarifier, shovel, tractor shovel, truck crane, winch truck, push dozer, highlift, all types of boom cats, self contained core drill, hopto, tow or push boat, a-frame winch truck, concrete paver, gradeall, hoist, hyster, pumpcrete, Ross carrier, boom, tail boom, rotary drill, hydro hammer, mucking machine, rock spreader attached to equipment, scoopmobile, KeCal loader, tower cranes (French, German and other types), hydrocrane, backfiller, gurries, sub-grader, tunnel mining machines including moles, shields, or similar types of tunnel mining equipment:

BUILDING	*BASE RATE	\$26.84
	FRINGE BENEFITS	13.90

***Operators on cranes with boom one-hundred fifty feet (150') and over including jib, shall receive seventy-five cents (\$.75) above base rate. All cranes with piling leads will receive \$.50 above base rate regardless of boom length**

BUILDING CLASS B: All air compressors (over 900 CFM), bituminous mixer, joint sealing machine, concrete mixer (under 21 cu. ft.), form grader, roller (rock), tractor (50 HP and over), bull float, finish machine, outboard motor boat, flexplane, fireman, boom type tamping machine, truck crane oiler, greaser on grease facilities servicing heavy equipment, switchman or brakeman, mechanic helper, whirley oiler, self-propelled compactor, tractair and road widening trencher and farm tractor with attachments (except backhoe, highlift and endloader), elevator (regardless of ownership when used for hoisting any building material), hoisting engineer (1-drum or buck hoist), firebrick (masonry excluded), well points, grout pump, throttle-valve man, tugger, electric vibrator compactor, and caisson drill helper:

BUILDING	BASE RATE	\$23.94
	FRINGE BENEFITS	13.90

BUILDING CLASS C: Bituminous distributor, cement gun, conveyor, mud jack, paving joint machine, roller (earth), tamping machine, tractors (under 50 HP), vibrator, oiler, concrete saw, burlap and curing machine, hydro-seeder, power form handling equipment, deckhand steersman, hydraulic post driver, and drill helper:

BUILDING	BASE RATE	\$23.13
	FRINGE BENEFITS	13.90

**OPERATING ENGINEERS / HEAVY HIGHWAY:
 NCCCO OR OECP CERTIFIED**

HEAVY HIGHWAY CLASS A-1: Cableway, carry deck crane, cherry picker, clamshell, crane, derrick, derrick boat, dragline, hoist engine (2 or more drums), hydraulic boom truck, hydrocrane, orangepeel bucket, overhead crane, piledriver, rough terrain crane, tower cranes (French, German & other types), truck crane:

HEAVY HIGHWAY	BASE RATE	\$29.07
	FRINGE BENEFITS	13.90

OPERATING ENGINEERS / HEAVY HIGHWAY: CONTINUED

HEAVY HIGHWAY CLASS A: A-frame winch truck, auto patrol, backfiller, batcher plant, bituminous paver, bituminous transfer machine, all types of boom cats, bulldozer, cableway, carry-all scoop, carry deck crane, central compressor plant operator, clamshell, concrete mixer (21 cu. ft. or over), concrete paver, truck-mounted concrete pump, core drills, crane, crusher plant, derrick, derrick boat, ditching and trenching machine, dragline, dredge operator, dredge engineer, earth movers, elevating grader and all types of loaders, grade-all, guries, 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, hydraulic boom truck, hydrocrane, hyster, KeCal loader, Letourneau, Locomotive, mechanic, mechanically operated laser screed, mechanic welder, mucking machine, motor scraper, orangepeel bucket, piledriver, power blade, pumpcrete push doxer, rock spreader attached to equipment, all rotary drills, roller (bituminous), scarifier, scoopmobile, shovel, side boom, subgrader, tallboom, telescoping type forklift, tow or push boat, tower cranes (French, German and other types) tractor shovel and truck crane, tunnel mining machines including moles, shields, or similar types of tunnel mining equipment:

	HEAVY & HIGHWAY	BASE RATE	\$28.00
		FRINGE BENEFITS	13.90

Operators on cranes with booms one hundred fifty feet (150') and over including jib shall receive \$.50 above base rate.

HEAVY HIGHWAY CLASS B: All air compressors (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 (regardless of ownership when used to hoist building material), finish machine, firemen, flexplane, forklift (regardless of lift height), form grader, hoist (one drum), joint sealing machine, mechanic helper, outboard motor boat, power sweeper (riding type), roller (rock), ross carrier, skid mounted or trailer mounted concrete pumps, skid steer machine with all attachments, switchman or brakeman, throttle valve man, Tract air and road widening trencher, tractor (50 HP and over), truck crane oiler, tugger, welding machine, well points, and whirley oiler:

	HEAVY & HIGHWAY	BASE RATE	\$25.45
		FRINGE BENEFITS	13.90

HEAVY HIGHWAY CLASS B2: Greaser on grease facilities servicing heavy equipment, all off road material handling equipment, including articulating dump trucks:

	HEAVY & HIGHWAY	BASE RATE	\$25.85
		FRINGE BENEFITS	13.90

HEAVY HIGHWAY CLASS C: Bituminous distributor, burlap and curing machine, caisson drill and core drill helper (track or skid mounted), 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), steermen, tamping machine, tractors (under 50 H.P.) and vibrator:

	HEAVY & HIGHWAY	BASE RATE	\$25.17
		FRINGE BENEFITS	13.90

****Operators on cranes with booms one hundred fifty feet (150') and over including jib shall receive \$.50 above base rate.**

PAINTERS:

Brush, roller & paperhanger:

		BASE RATE	\$17.87
		FRINGE BENEFITS	9.10

Spray, sandblast, waterblast (4000+ PSI), fireproofing & lead abatement:

		BASE RATE	\$18.37
		FRINGE BENEFITS	9.10

PLASTERERS:

		BASE RATE	\$20.65
		FRINGE BENEFITS	5.85

PLUMBERS & PIPEFITTERS:		BASE RATE	\$30.00
		FRINGE BENEFITS	15.56
ROOFERS: (Excluding Metal Roofs)		BASE RATE	\$16.65
		FRINGE BENEFITS	4.95
SHEETMETAL WORKERS: (Including Metal Roofs)		BASE RATE	\$28.00
		FRINGE BENEFITS	13.59
SPRINKLER FITTERS:		BASE RATE	\$30.14
		FRINGE BENEFITS	17.37
TRUCK DRIVERS / BUILDING:			
Truck Helper and Warehouseman:			
	BUILDING	BASE RATE	\$19.05
		*FRINGE BENEFITS	11.08
Driver - 3 tons and under, Greaser, Tire Changer and Mechanic Helper:			
	BUILDING	BASE RATE	\$19.17
		*FRINGE BENEFITS	11.08
Driver - over 3 tons, Drivers, Semi-Trailer or Pole Trailer; Dump Trucks, Tandem Axle; Farm Tractor when used to pull building material or equipment:			
	BUILDING	BASE RATE	\$19.28
		*FRINGE BENEFITS	11.08
Drivers, Concrete Mixer Trucks (all types, hauling on job sites only); Truck Mechanics:			
	BUILDING	BASE RATE	\$19.35
		*FRINGE BENEFITS	11.08
Drivers, Euclid and other Heavy Earth Moving Equipment and Low Boy, Winch Truck and A-Frame Truck and Monorail Truck when used to transport building materials, Forklift Truck when used inside warehouse or storage area:			
	BUILDING	BASE RATE	\$19.45
		*FRINGE BENEFITS	11.08
BUILDING TRUCK DRIVERS: Drivers working or hauling to or from any hazardous or toxic site will add \$4.00 to base rate. *TRUCK DRIVER FRINGE BENEFITS apply to employees who have been employed a minimum or twenty (20) calendar days within any ninety (90) consecutive day period of that employer.			
TRUCK DRIVERS / HEAVY HIGHWAY:			
Mobile batch truck helper:	HEAVY & HIGHWAY	BASE RATE	\$16.57
		FRINGE BENEFITS	7.34
Greaser, tire changer and mechanic helper:			
	HEAVY & HIGHWAY	BASE RATE	\$16.68
		FRINGE BENEFITS	7.34
Single axle dump, flatbed, semi-trailer or pole trailer when used to pull building materials and equipment, tandem axle dump, distributor and truck mechanic:			
	HEAVY & HIGHWAY	BASE RATE	\$16.86
		FRINGE BENEFITS	7.34

TRUCK DRIVERS / HEAVY HIGHWAY: CONTINUED

Euclid and other heavy earthmoving equipment and lowboy, articulator cat, 5-axle vehicle, winch and A-frame when used in transporting materials, ross carrier, forklift when used to transport building materials, and pavement breaker:

HEAVY & HIGHWAY	BASE RATE	\$16.96
	FRINGE BENEFITS	7.34

END OF DOCUMENT
CR-8-008
JULY 30, 2013

PART VI

CONTRACT AGREEMENT

INDEX

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6.	ACCEPTANCE AND FINAL PAYMENT.....	CA-3
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PART VI

CONTRACT AGREEMENT

THIS AGREEMENT, made on the 16th day of December, 2013, by and between **Lexington-Fayette Urban County Government**, acting herein called "OWNER" and Lagco Inc, doing business as *(an individual) (a partnership) (a corporation) located in the City of Lexington, County of Fayette, and State of KY, hereinafter called "CONTRACTOR."

WITNESSETH: That the CONTRACTOR and the OWNER in consideration of Three hundred sixty six thousand five hundred forty one Dollars and No Cents (\$366,541.00) quoted in the proposal by the CONTRACTOR, dated _____, 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 and Contract Documents therefore as prepared by the Division of Parks and Recreation for the Idle Hour football field 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 EIGHTY (180) calendar days. The time shall begin ten (10) days after the CONTRACTOR is given the Notice to Proceed with the Work.

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 Owner, 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 OWNER so certifies, the OWNER shall, 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 4
II	Information for Bidders	IB 1 thru 9
III	Form of Proposal	P 1 thru 35
IV	General Conditions	GC 1 thru 50
V	Special Conditions <u>and Prevailing Wage Rates</u>	SC 1 thru 31
VI	Contract Agreement	CA 1 thru 5
VII	Performance and Payment Bonds	PB 1 thru 7
VIII	Addenda	AD 1 thru 1

TECHNICAL SPECIFICATIONS

PLAN DRAWINGS

- Cover
- Sheet 1 - Demolition BMP
- Sheet 2 - Grading & Subdrainage
- Sheet 3 - Layout
- Sheet 4 - Utilities
- Sheet 5 - Irrigation
- Sheet 6 - Details

SPECIFICATIONS

- | | |
|--|---|
| <u>02110 - Demolition</u> | <u>02620 - Storm Drainage</u> |
| <u>02300 - Earthwork</u> | <u>02821 - Chain Link Fencing Vinyl</u> |
| <u>02315 - Excavation</u> | <u>02810 - Underground Irrigation System</u> |
| <u>02316 - Backfill</u> | <u>02870 - Site Specialties</u> |
| <u>02310 - Finish Grading Conventional</u> | <u>02920 - Seeding for Turf Establishment</u> |
| <u>02311 - Finish Grading Laser</u> | <u>09900 - Finishes and Paints</u> |
| <u>02370 - Erosion Control and Water Quality</u> | <u>16000 - Electrical</u> |

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:

Matt Kelly Deputy
Clerk of the Urban County Council

BY: Jim Gray
MAYOR

John Pugh
(Witness)

MAYOR LEUG
(Title)

(Seal)

L Agco Inc
(Contractor)

Joseph D. Heene Jr.
(Secretary)*

BY: A. D. Heene

Anna Cunn
(Witness)

President
(Title)

1490 Sunshine Lane Lexington Ky 40505
(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.

PART VII

PERFORMANCE AND PAYMENT BONDS

1. PERFORMANCE BOND
2. PAYMENT BOND

 **AIA** Document A312™ – 2010

2119768

Performance Bond

CONTRACTOR:
(Name, legal status and address)

Lagco, Inc.
P.O. Box 12510
Lexington, KY 40583

SURETY:
(Name, legal status and principal place of business)

Great American Insurance Company
301 E. 4th Street
Cincinnati, OH 45202

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

AIA Document A312-2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

OWNER:
(Name, legal status and address)

LFUCG
Parks & Recreation
469 Parkway Drive
Lexington, KY 40504

CONSTRUCTION CONTRACT

Date: December 10, 2013

Amount: Three Hundred Sixty-Six Thousand Five Hundred Forty-One and 00/100 (\$ 366,541.00)

Description: Project No. 154-2013 - Idle Hour Park - Installation of New Football Field
(Name and location)

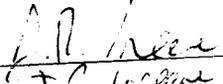
BOND

Date: December 12, 2013
(Not earlier than Construction Contract Date)

Amount: Three Hundred Sixty-Six Thousand Five Hundred Forty-One and 00/100 (\$ 366,541.00)

Modifications to this Bond: None See Section 16

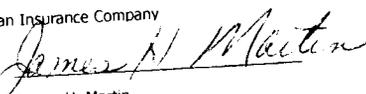
CONTRACTOR AS PRINCIPAL
Company: Lagco, Inc. (Corporate Seal)

Signature: 
Name and Title: J. H. Green, President

(FOR INFORMATION ONLY — Name, address and telephone)
AGENT or BROKER:

Smith Manus
2300 Regency Road
Lexington, KY 40503
859-254-1800

SURETY
Company: Great American Insurance Company (Corporate Seal)

Signature: 
Name and Title: James H. Martin, Attorney-in-Fact

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party:)

Init.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/06/2014

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).

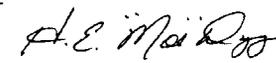
PRODUCER Arthur J. Gallagher Risk Management Services, Inc. 9300 Shelbyville Road, Suite 704 Louisville, KY 40222 Moe Dugger INSURED Lagco, Inc. P O Box 12510 Lexington, KY 40583	CONTACT NAME: Sandra Burnash PHONE (A/C, No, Ext): 502-716-7851 E-MAIL ADDRESS: sandra.burnash@ajg.com FAX (A/C, No): 502-716-7909	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: WESTFIELD INS CO		24112
INSURER B: KY AGC/SIP		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 38019599 **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 INSR	SUBR 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 type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			CMM0812485	10/31/13	10/31/14	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			CMM0812485	10/31/13	10/31/14	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			CMP5541253	10/31/13	10/31/14	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	207-0	01/01/14	12/31/14	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 4,000,000 E.L. DISEASE - EA EMPLOYEE \$ 4,000,000 E.L. DISEASE - POLICY LIMIT \$ 4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER Idle Hour Park 212 St. Ann Dr Lexington, KY 08520 USA	CANCELLATION 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 
---	---

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/05/2013

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.

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PRODUCER Arthur J. Gallagher Risk Management Services, Inc. 9300 Shelbyville Road, Suite 704 Louisville, KY 40222 Moe Dugger	1-502-716-7908	CONTACT NAME: Sandra Burnash PHONE (A/C, No. Ext): 502-716-7851 E-MAIL ADDRESS:	FAX (A/C, No): 502-716-7909
INSURED Lagco, Inc. P O Box 12510 Lexington, KY 40583		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: WESTFIELD INS CO	24112
		INSURER B: KY AGC/SIF	
		INSURER C: INDIAN HARBOR INS CO	36940
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 37199254

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 type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X	CMM0812485	10/31/13	10/31/14	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		CMM0812485	10/31/13	10/31/14	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED RETENTION \$	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE	CMP5541253	10/31/13	10/31/14	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input type="checkbox"/> N	207-0	01/01/13	12/31/13	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 4,000,000 E.L. DISEASE - EA EMPLOYEE \$ 4,000,000 E.L. DISEASE - POLICY LIMIT \$ 4,000,000
C	Contractors Pollution		PEC003606702	11/30/13	10/31/14	Jobsite Occurrence 1,000,000 Retention 25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Per Endorsement CG D2 47 (08/05) LFUCG is additional insured in respect to the General Liability Policy pursuant to and subject to the policy's terms, definitions, conditions and exclusions
Per the GL policy Explosion, Collapse and Underground is not excluded
Project: Idle Hour Park Football Field

CERTIFICATE HOLDER**CANCELLATION**

LFUCG 200 East Main Street Lexington, KY 40507 USA	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 <i>A.E. McQuinn</i>
---	--

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ACORD 25 (2010/05)
sburnash
37199254

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§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 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 a declaration of 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.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 **Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 **Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

SURETY

Company:

(Corporate Seal)

Company:

(Corporate Seal)

Signature: _____

Name and Title:

Address

Signature: _____

Name and Title:

Address

 **AIA** Document A312™ – 2010

Payment Bond

2119768

CONTRACTOR:
(Name, legal status and address)

Lagco, Inc.
P.O. Box 12510
Lexington, KY 40583

SURETY:
(Name, legal status and principal place of business)

Great American Insurance Company
301 E. 4th Street
Cincinnati, OH 45202

OWNER:
(Name, legal status and address)

LFUCG
Parks & Recreation
469 Parkway Drive
Lexington, KY 40504

CONSTRUCTION CONTRACT

Date: December 10, 2013

Amount: Three Hundred Sixty-Six Thousand Five Hundred Forty-One and 00/100
(\$ 366,541.00)

Description: Project No. 154-2013 - Idle Hour Park - Installation of
(Name and location) New Football Field

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

AIA Document A312-2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

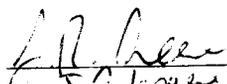
BOND

Date: December 12, 2013
(Not earlier than Construction Contract Date)

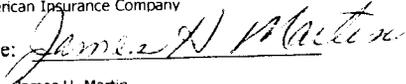
Amount: Three Hundred Sixty-Six Thousand Five Hundred Forty-One and 00/100
(\$ 366,541.00)

Modifications to this Bond: None See Section 18

CONTRACTOR AS PRINCIPAL
Company: *(Corporate Seal)*
Lagco, Inc.

Signature: 
Name: *James H. Martin*
and Title: *President*
(Any additional signatures appear on the last page of this Payment Bond.)

SURETY
Company: *(Corporate Seal)*
Great American Insurance Company

Signature: 
Name: James H. Martin
and Title: Attorney-in-Fact

(FOR INFORMATION ONLY -- Name, address and telephone)

AGENT or BROKER:

Smith Manus
2300 Regency Road
Lexington, KY 40503
859-254-1800

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party:)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. 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.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by this power of attorney is not more than FIVE

No. 0 18170

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
JAMES T. SMITH	JASON D. CROMWELL	ALL OF
RAYMOND M. HUNDLEY	BROOK T. SMITH	LOUISVILLE, KENTUCKY
JAMES H. MARTIN		\$75,000,000.

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 20TH day of MAY 2009
GREAT AMERICAN INSURANCE COMPANY



[Signature]
Assistant Secretary

[Signature]
Divisional Senior Vice President

DAVID C. KITCHIN (877-377-2405)

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this 20TH day of MAY

, 2009, before me personally appeared DAVID C. KITCHIN, to me

known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



KAREN L. GROSHEIM
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES 02-20-16

[Signature]

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 12th day of December, 2013.



[Signature]
Assistant Secretary



Lexington-Fayette Urban County Government
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Gray
Mayor

William O'Mara
Commissioner

ADDENDUM #1

Bid Number: 154-2013

Date: November 27, 2013

Subject: Idle Hour Park Demolition and Football Field Construction

Please address inquiries to:
Sondra Stone, Buyer
(859) 258-3324

TO ALL PROSPECTIVE BIDDERS:

Please be advised of the following clarification to the above referenced bid:

- 1) The attached specification 02840 Chain Link Fence Vinyl is hereby added to Part IX – Technical Specifications.
- 2) Replace Part III, Form of Proposal, 4. Bid Schedule, pages P-6 – P-10 with attached revised Bid Schedule.
- 3) Construction plans attached in pdf format.
- 4) Pre-bid sign-in sheet 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: _____

DIVISION 2

SECTION 02821 — CHAIN LINK FENCE AND GATES – PVC 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, 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 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. 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
3-1/2"	7.58	5.71
4"	9.11	6.56
6-5/8"	18.97	

5. Color of pipe shall be black.

B. Fabric – PVC Coated

1. Type A, 2" square mesh fabric, top edges knuckled.
2. #9 gauge core, 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 3,500 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"
12' to 20'	4"	6"	3-1/2"

B. Rails and Braces: 1-5/8 inches O.D. (nominal size 1-1/4 inch).

C. 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. Rail and Brace Ends – Pressed steel, cast iron, cast aluminum alloy, cup-shaped to receive rail and brace ends.
3. To 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 ¾ inch wide.
7. Truss Rods – Steel rod, 3/8 inch diameter merchant quality with turnbuckle.
- F. Tension Wire (if specified): 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 black in color.

IV. EXCAVATION MATERIAL

- A. All material shall be unclassified. Payment for removal of solid rock shall be negotiated using the definition and 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 and line posts plumb in concrete footings. Top of footing to be flush with grade and sloped to direct water away from posts.
- E. Top Rail: Install through line post loop caps connecting sections with sleeves to form a continuous rail between terminal posts.
- F. Mid Rail: Locate at midpoint between top and bottom rails forming a continuous rail between terminal posts.
- G. Bottom Rail: Run bottom rail flush to grade continuous along all fencing.
- H. Fabric: Pull fabric taut with bottom selvage ½ 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, middle and bottom rails with tire wires spaced at maximum 12 inches on posts and 24 inches on rails.
- I. Fasteners: Install nuts for fittings, bands, and hardware bolts on side of fence opposite playing field.

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

4. BID SCHEDULE – SCHEDULE OF VALUES (REVISION 1)

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.

Determination of the actual quantities and classification of unit price work performed by the Contractor will be made by the Engineer in accordance with the General Conditions.

The Lexington Fayette Urban County Government reserves the right to award bid based on the lowest of either base bid or combination of base bid and alternates, in the best interest of the government.

Item No.	Description w/Unit Bid Price Written in Words	Estimated Quantity	Unit	Unit Price	Total Bid Amount
1.	<p>BASE BID 1 – Demolition of a 38' X 45' concrete slab and truss roof picnic shelter and attached 25' X 50' concrete block storage building, playground, basketball court and four (4) tennis courts, parking lot, trail including termination of existing utilities and all other demolition indicated in accordance with Contract Documents for:</p> <p>_____ Dollars _____ Cents</p>	1	LS	\$ _____	\$ _____
2.	<p>BASE BID 2 – Demolition of a 38' X 45' concrete slab and truss roof picnic shelter and attached 25' X 50' concrete block storage building, playground, basketball court and four (4) tennis courts, parking lot, trail including termination of existing utilities and all other demolition indicated. All site grading to construct football field including final laser grading of field as shown on plans and described in specifications; all grading for site drainage and slope protection blanket and seeding and protection as shown on plans; excavation/rough grading, compaction and gravel installation for proposed parking lot area shown on plans in accordance with Contract Documents for:</p> <p>_____ Dollars _____ Cents</p>	1	LS	\$ _____	\$ _____

Item No.	Description w/Unit Bid Price Written in Words	Estimated Quantity	Unit	Unit Price	Total Bid Amount
3.	ADD ALTERNATE 1 – Irrigation of football field and providing and installing new drink fountains including all water supply, backflow and other plumbing work indicated on plans in accordance with Contract Documents for: _____ Dollars _____ Cents	1	LS	\$ _____	\$ _____
4.	ADD ALTERNATE 2 – Construction of new scoreboard frame and relocation of scoreboard from existing football field in park; prepare and paint frame once installed per specifications; provide new electrical service to scoreboard as indicated on plans in accordance with Contract Documents for: _____ Dollars _____ Cents	1	LS	\$ _____	\$ _____
5.	ADD ALTERNATE 3 – Compact granular base and pave parking lot including all concrete curb, wheelstops, striping and ADA signage; mill existing roadway section and pave to match elevation of new parking lot; install rootwad revetment in accordance with Contract Documents for: _____ Dollars _____ Cents	1	LS	\$ _____	\$ _____
6.	ADD ALTERNATE 4 – Provide and install 120 LF of 20 ft tall, black, vinyl-coated chain link fence as shown on plans in accordance with the Contract Documents for: _____ Dollars _____ Cents	1	LS	\$ _____	\$ _____
7.	ADD ALTERNATE 5 – Construct paved trail in accordance with Construction Documents for: _____ Dollars _____ Cents	1	LS	\$ _____	\$ _____

Item No.	Description w/Unit Bid Price Written in Words	Estimated Quantity	Unit	Unit Price	Total Bid Amount
8.	UNIT – Onsite soil excavation in accordance with Contract Documents for: _____ Dollars _____ Cents	1	CY	\$ _____	\$ _____
9.	UNIT – Onsite soil backfill/rough grading in accordance with Contract Documents for: _____ Dollars _____ Cents	1	CY	\$ _____	\$ _____
10.	UNIT – Provide and install ADS, Inc. 4” perforated flexible black drain pipe in sock or equal for: _____ Dollars _____ Cents	1	LF	\$ _____	\$ _____
11.	UNIT – Provide and install US Fabrics, Inc. #315 Woven Geotextile, 100% polypropylene meeting AASHTO M-288-06 or equal in accordance with Contract Documents for: _____ Dollars _____ Cents	1	SY	\$ _____	\$ _____
12.	UNIT – #57 stone delivered to site, installed and compacted in accordance with Contract Documents for: _____ Dollars _____ Cents	1	TN	\$ _____	\$ _____
13.	UNIT - Subgrade clay delivered to site and compacted in accordance with the Contract Documents for: _____ Dollars _____ Cents	1	CY	\$ _____	\$ _____
14.	UNIT - Topsoil delivered to site and placed/graded in accordance with the Contract Documents for: _____ Dollars _____ Cents	1	CY	\$ _____	\$ _____

Item No.	Description w/Unit Bid Price Written in Words	Estimated Quantity	Unit	Unit Price	Total Bid Amount
15.	UNIT - Rock removal (Highly weathered, broken limestone that can be effectively excavated with normal earth trenching equipment will not be classified as rock removal) for: _____ Dollars _____ Cents	1	CY	\$ _____	\$ _____
16.	UNIT - Seeding for turf establishment per specifications for: _____ Dollars _____ Cents	1	SY	\$ _____	\$ _____

Submitted by:

_____ Firm

_____ Address

_____ City, State & Zip

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

_____ ***Signature of Authorized Company Representative – Title***

_____ Representative/s Name (Typed or Printed)

_____ Area Code – Phone – Extension

Fax #

_____ E-Mail Address

OFFICIAL ADDRESS:

(Seal if Bid is by Corporation)

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

5. **STATEMENT OF BIDDER'S QUALIFICATIONS** (CUSTOMIZED PER PROJECT)

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

1. Name of Bidder: _____
2. Permanent Place of Business: _____
3. When Organized: _____
4. Where Incorporated: _____
5. Construction Plant and Equipment Available for this Project:

(Attach Separate Sheet If Necessary)

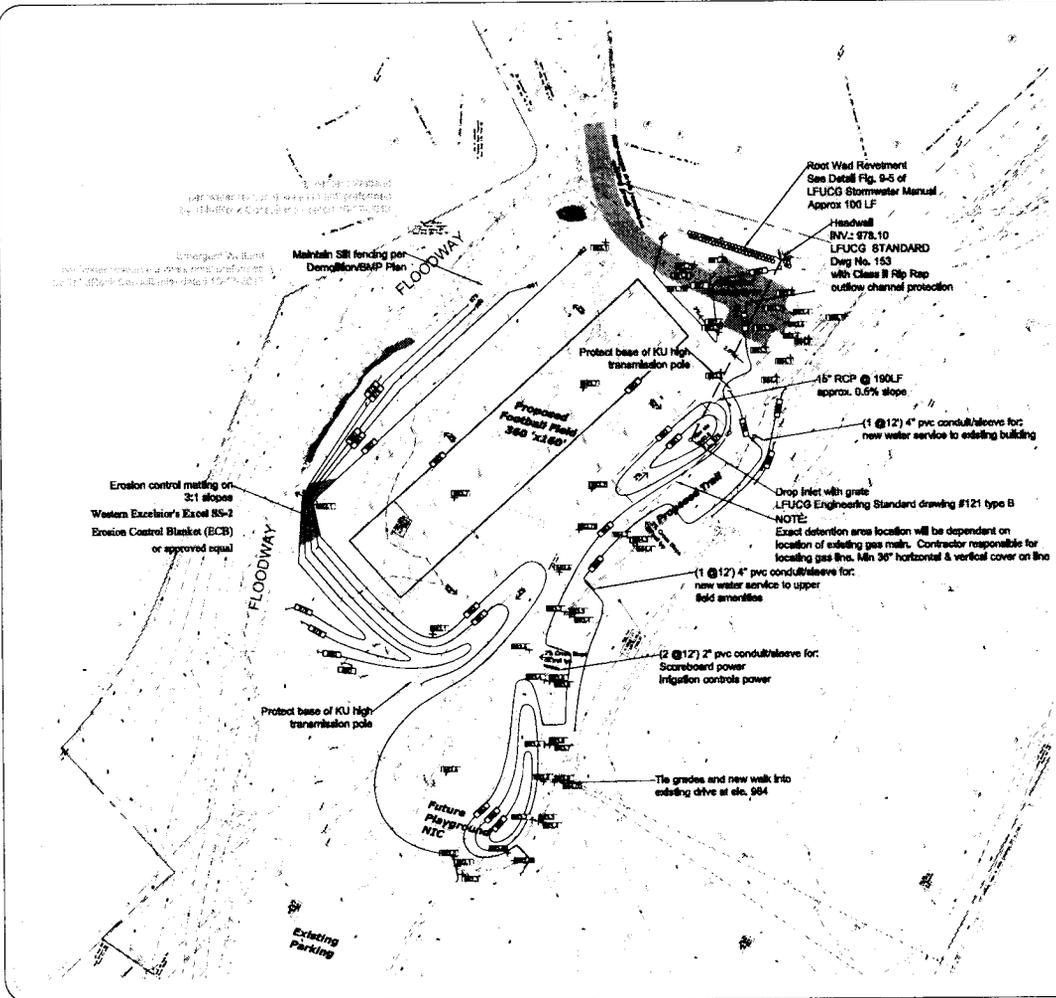
6. Financial Condition:

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:

_____(Surety)

Signed: _____(Representative of Surety)



SITE GRADING NOTES

1. ALL SPOTS IN WHICH **WELLS** INDICATE A HIGH WATER OR SURFACE ADJUSTMENTS MUST BE MADE TO BE AT LEAST 3 FEET ABOVE FINISHED GRADE.
2. CONTRACTOR SHALL MAINTAIN EXISTING UTILITIES AND PROTECT ALL UTILITIES FROM PROVISIONS OF THE SITE TO BE DEVELOPED AND STORE IN A LOCATION THAT WILL NOT INTERFERE WITH SITE DEVELOPMENT OPERATIONS. CONTRACTOR SHALL BE RESPONSIBLE FOR RELOCATING UTILITIES TO OTHER SPACES, UNLESS INDICATED OTHERWISE BY NOTES.
3. SHOULD CONTRACTOR DISCOVER ROCK EXPOSURE, THE ROCK SHALL BE REMOVED TO A MINIMUM DEPTH OF 18 INCHES BELOW SUBGRADE. SHALL BE SUBJECT TO UTILITY RECORD DRAWING.
4. THE OVERLIFT REGIONAL LINES SHOWN HEREON ARE FOR USE IN DRAINAGE CHANNELS, DITCHES AND DRAINAGE CHANNELS AND ARE SUBJECT TO REVISIONS DURING CONSTRUCTION. REGIONAL DRAINAGE PATTERNS WILL BE MAINTAINED UNLESS OTHERWISE NOTED.
5. WHERE FILL IS REQUIRED TO ACHIEVE GRADE, SUITABLE FILL MATERIAL, PER SPECIFICATIONS SHOULD BE USED AND PLACED IN LAYERS OF THE NOT EXCEEDING 18 INCHES IN THICKNESS. THE FILL SHOULD BE COMPACTED TO THE FOLLOWING SPECIFICATIONS: (IF POSSIBLE) PER DOT TYPE 1000. AND SHOULD BE PROTECTED AGAINST EROSION BY A PROGRAM OF STRIPES UNLESS OTHERWISE NOTED. ALL LOGS AND PROFILES OF CONSTRUCTION SHALL BE SUBMITTED TO THE COUNTY ENGINEER FOR REVIEW AND APPROVAL.

STORM AND SANITARY SEWER NOTES

1. ALL SEWER LINES SHALL BE COVERED BY GRADE, EXCEPT ON ANY OTHER CONSTRUCTION OPERATIONS AS INDICATED BY OTHER DRAWINGS.
2. ALL SEWER LINES SHALL BE TYPED PER LAMBERTON COUNTY ENGINEER'S DEPARTMENT BY STANDARD.
3. ALL SEWER LINES SHALL BE COVERED BY GRADE, EXCEPT ON ANY OTHER CONSTRUCTION OPERATIONS AS INDICATED BY OTHER DRAWINGS. THE COVER SHALL BE APPROVED BY THE COUNTY ENGINEER AND AS FAR AS POSSIBLE FROM THE MAINLINE SEWER. UNLESS OTHERWISE NOTED, THE COVER SHALL BE APPROVED BY THE COUNTY ENGINEER AND AS FAR AS POSSIBLE FROM THE MAINLINE SEWER. UNLESS OTHERWISE NOTED, THE COVER SHALL BE APPROVED BY THE COUNTY ENGINEER AND AS FAR AS POSSIBLE FROM THE MAINLINE SEWER.

UTILITY NOTE

THE CONTRACTOR SHALL USE ALL POSSIBLE CARE IN LOCATING ON THE PROJECT TO AVOID DAMAGING EXISTING UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND REPAIR OF EXISTING UTILITIES SHOWN ON THE PLANS. UNLESS OTHERWISE NOTED, THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND REPAIR OF EXISTING UTILITIES SHOWN ON THE PLANS.

Scale: 1"=40'

Kentucky811
Call 811 Before You Dig

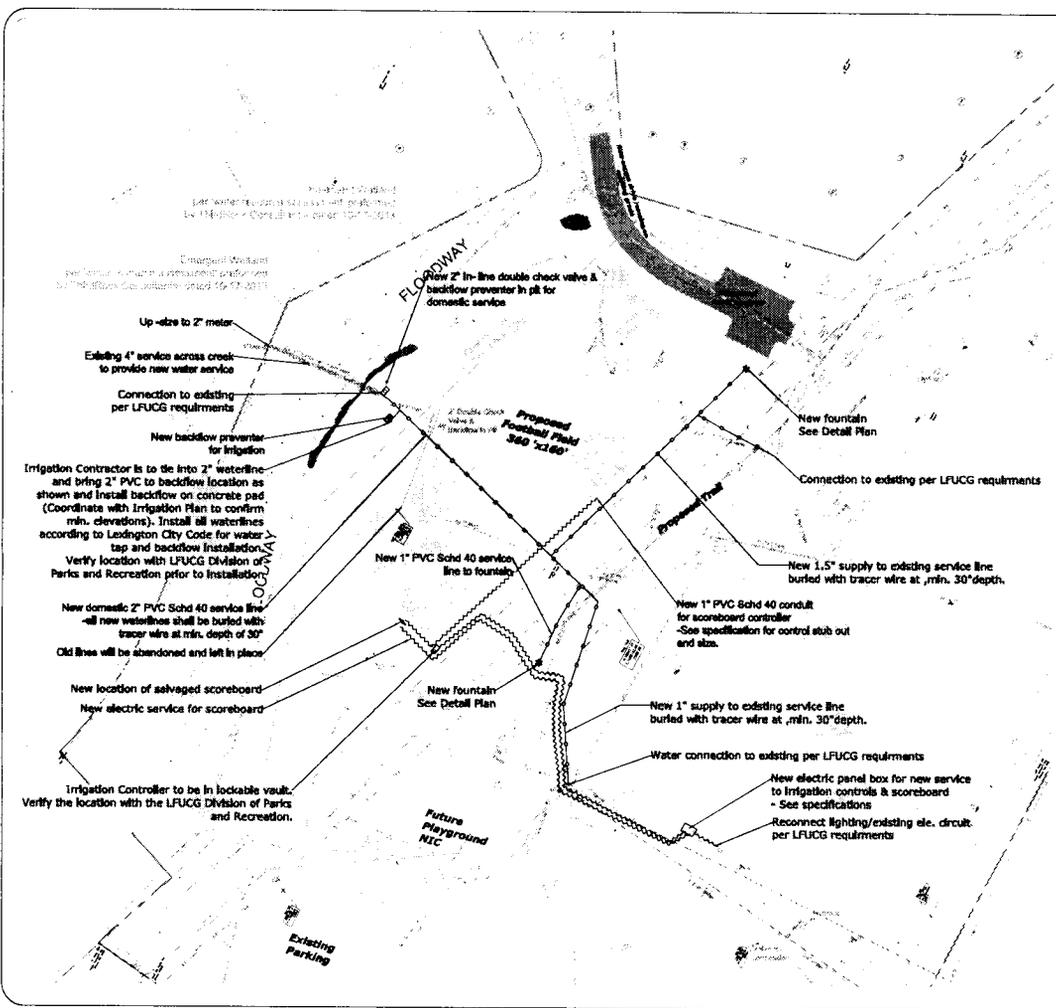
212 St Ann Dr
Lexington, Kentucky

Idle Hour Park
DEMOLITION AND
FOOTBALL FIELD CONSTRUCTION

Grading & Drainage Plan

LEXINGTON
KENTUCKY
DEPARTMENT OF
PARKS & RECREATION
489 Parkway Drive Lexington, Kentucky 40504
PH: 606.258.2000

Drawn by: bb
Date: 2013 Nov 19
Design by: bb
Sheet: **2**



UTILITY NOTES:

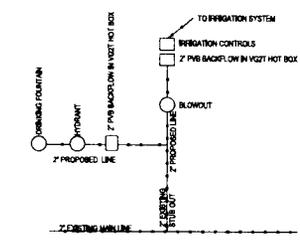
ANY CONDUIT SECTIONS OVER 100 IN LENGTH SHALL BE HEAVY GALVANIZED STEEL. ALL OTHER SECTIONS TO BE HEAVY GALVANIZED STEEL.

ANY PORTION OF CONDUIT ABOVE GRADE SHALL BE HEAVY GALVANIZED STEEL.

SEE GRADING DRAINAGE PLAN FOR CONDUIT LOCATIONS AND SPECIFICATIONS.

IRRIGATION SYSTEM:

CONTRACTOR SHALL BE RESPONSIBLE FOR THE FIRST WINTERIZATION AND SPRING START UP OF THE IRRIGATION SYSTEM.

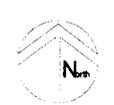


PLUMBING COMPONENT SCHEMATIC-NITS

Scale: 1"=40'

20' 40'

Kentucky811
Call 811 before You Dig.



Idle Hour Park
212 St Ann Dr
Lexington, Kentucky

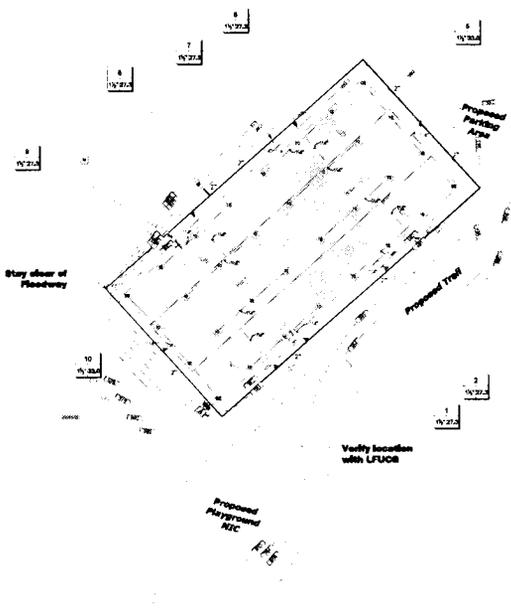
DEMOLITION AND FOOTBALL FIELD CONSTRUCTION

Utility Plan

PARKS & RECREATION
469 Parkway Drive Lexington, Kentucky 40504
PH: 606.258.2942 FAX: 606.258.2996

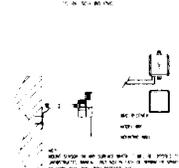
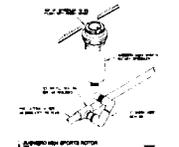
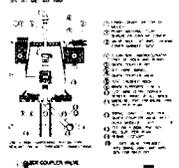


Drawn by: bb
Date: 2013 Nov 19
Design by: bb
Sheet:



IRRIGATION PLAN
SCALE: AS SHOWN

DESIGNED AND DRAWN BY THE DESIGN ENGINEER. CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND LOCATIONS. CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND LOCATIONS. CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND LOCATIONS.

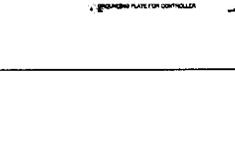
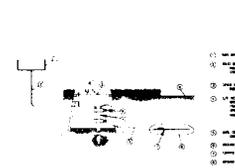


NOTES:

- The contractor shall be responsible for the proper installation and operation of the irrigation system.
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IRRIGATION SCHEDULE

ZONE	VALVE	TIME
1	VALVE 1	6:00 AM - 7:00 AM
2	VALVE 2	7:00 AM - 8:00 AM
3	VALVE 3	8:00 AM - 9:00 AM
4	VALVE 4	9:00 AM - 10:00 AM
5	VALVE 5	10:00 AM - 11:00 AM
6	VALVE 6	11:00 AM - 12:00 PM
7	VALVE 7	12:00 PM - 1:00 PM
8	VALVE 8	1:00 PM - 2:00 PM
9	VALVE 9	2:00 PM - 3:00 PM
10	VALVE 10	3:00 PM - 4:00 PM



Idle Hour Park
213 St. Ann Dr
Lexington, Kentucky

DEMOLITION AND FOOTBALL FIELD CONSTRUCTION

IRrigation Plan

DESIGNED BY: PARKS & RECREATION
489 Parkway Drive Lexington, Kentucky 40504
PH: 606.258.2888 FAX: 606.258.2888

WC3

5

1.5" Compacted Class 1
Asphalt Surface Course
3" Compacted Class 1
Binder Course

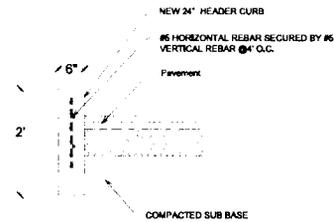
2" Compacted Class 1
Asphalt Surface Course
4" Compacted Class 1
Binder Course

6" #57 Compacted Stone
Compacted sub-base

8" #57 Compacted Stone
Compacted sub-base

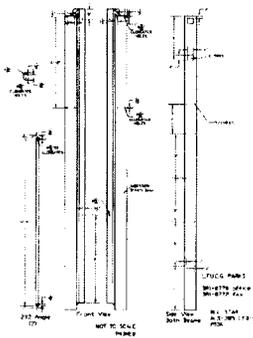
BITUMINOUS PAVING FOR TRAIL NTS

HEAVY DUTY BITUMINOUS PAVING FOR PARKING NTS



HEADER CURB

NTS



SCOREBOARD FRAME REQUIREMENTS

NTS

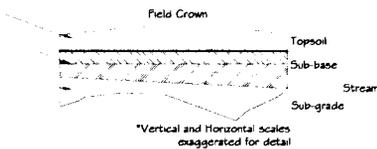
General Notes:

- All components of brass construction unless otherwise noted.
- Each fountain to have its own control box (outside of pad). Box and connection components:
 - Keystop with union fitting.
 - Pressure reducing valve, not to exceed 35psi.
 - Double check ball valve.
 - 3/4" bushing down to 3/8" iron pipe (IP) compression fitting.
 - 3/8" IP run over to 1/4" fountain connection with 1/4" x 3/8" compression fitting.
 - Loop soft copper tube to fountain rough in sheet.
 - 3/8" IP fountain, female adapts PVC to IP.
- Each fountain to have drain field of 50 LF. lined with #57 gravel positive slope away from fountain. Locate drainfields based on existing tree locations and proposed pavements to minimize any disturbance to either in case future repair is needed.
- Use 4" ADS pipe with slotted holes in drain field.
- Consult owner for bowl and spigot head orientation.

MURDOCK DRINKING FOUNTAIN

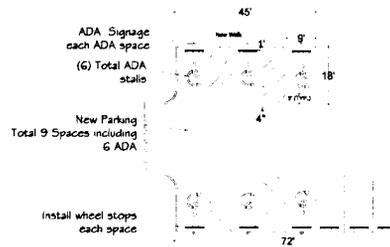
NTS

6" Suitable topsoil material
Conditioned fill material laid down in 8" lifts to attain required field elevation
Slope clay sub-grade for positive drainage toward stream



FIELD PROFILE DETAIL

NTS



PARKING ELEMENTS & STRIPING

NTS



212 St. Ann Dr
Lexington, Kentucky

Idle Hour Park
DEMOLITION AND
FOOTBALL FIELD CONSTRUCTION

Details

LEXINGTON PARKS & RECREATION
469 Parkway Drive Lexington, Kentucky 40504
PH: 606.254.2041



Drawn by: bb
Date: 2013 Nov 19
Design by: bb
Sheet:

SIGN-IN SHEET
Pre-Bid #154-2013 - Idle Hour Park Demolition and Football Field Construction
November 26, 2013 @ 1:00 PM

Representative	Company Name	Phone#	Email Address
Sondra Stone	LFUCG	859-258-3320	sstone@lexingtonky.gov
TOM BREEDEN	Vescio's Sports Friends	859-269-7653	TBREEDEN@SPORTSFRIENDS.COM
Michelle Vosismak	FAC Parks & Recreation	859-288-2982	michelle@lexingtonky.gov
Anthony R Williams	Lince Parks & Recreation	859-288-2966	awilliams@lexingtonky.gov
Patrick Bullock	ABL Construction Inc	859-556-9534	pbullock@ablconstruction.com
MIKE ROE	Laceo Inc	859-293-7473	mroelago@gmail.com
Marilyn Clark	LFUCG	859-258-3323	mclark@lexingtonky.gov



Lexington-Fayette Urban County Government
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Gray
Mayor

William O'Mara
Commissioner

ADDENDUM #2

Bid Number: **154-2013**

Date: November 27, 2013

Subject: **Idle Hour Park Demolition and Football Field Construction**

Please address inquiries to:
Sondra Stone, Buyer
(859) 258-3324

TO ALL PROSPECTIVE BIDDERS:

Please be advised of the following clarification to the above referenced bid:

- 1) **Q:** Can the site contractor reuse site concrete material as fill / if it has been crushed with a rock crusher to #2 stone particle size requirements. **A:** Yes - concrete that has been crushed to #2 stone particle size may be used as fill on the project EXCEPT under the field. It may be possible to use under the parking lot and trail, but the Engineer would have to evaluate the product and provide assurance that it will function the same as #2 stone.
- 2) **Q:** Will undercutting unsuitable soils be covered under a unit cost if applicable? **A:** Yes. If proof-rolling and other standard means of compaction cannot yield the required density, the Owner may direct the contractor to remove the unsuitable soils and replace with material that can achieve proper compaction. In that case, the Owner would pay for the undercutting and import/backfill using the Unit Costs included in this contract.
- 3) **Q:** Can the vertical bars be left out of the curb so slip form curb machines could be utilized? **A:** No. In this application, reinforced, poured-in-place concrete header curb, as specified, is preferred.
- 4) **Q:** Can rock crusher be utilized in place or milling machine, with appropriate mobile crusher permits?
A: Contractor should consider carefully the times and duration this would need to be used in context to this park being surrounded by residential homes and a very active church. Even if a permit is obtained, the noise may generate complaints. If complaints are severe enough, use of the machinery would have to be suspended.

5) Q: Will the owner take what salvage materials prior to demolition or will the contractor have to remove and store them for the owner? Our primary concern is damaging large playground equipment unless special care is taken in rigging. A: Yes. Anything the Owner wishes to salvage will be removed by Owner prior to Notice to Proceed being issued to the Contractor.



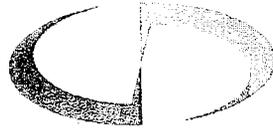
Todd Slatin, Director
Division of Central Purchasing

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: _____



Cardno[®]
ATC

Shaping the Future

Geotechnical Exploration Report

Idle Hour Park Improvements

212 St. Ann Drive

Lexington, Fayette County, Kentucky

October 30, 2013

Prepared For:

CMW, Inc.
400 East Vine Street, Suite 400
Lexington, KY 40507

Attention: Kerry Odle, PE
Principal



Shaping the Future

October 30, 2013

CMW, Inc.
400 East Vine Street, Suite 400
Lexington, KY 40507
859-254-6623 phone
859-259-1877 cell
kodle@cmwaec.com

11001 Bluegrass Parkway, #250
Louisville, KY 40299
Tel: 502-722-1401
Fax: 502-267-4072
www.atcassociates.com

Attn: Mr. Kerry Odle
Principal

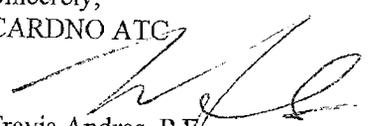
**Subject: Report of Geotechnical Exploration
Proposed Idle Hour Park Improvements
212 St. Ann Street
Lexington, Fayette County, Kentucky**

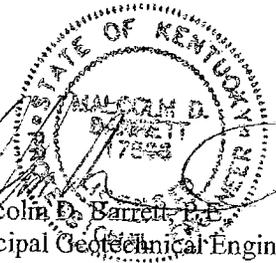
Dear Mr. Odle:

Cardno ATC has completed a geotechnical exploration in support of the referenced project. The attached report presents a summary of project information provided to us, descriptions of observed site and subsurface conditions, and our foundation and earthworks recommendations for use in development of park improvement plans. The report Appendix contains site and test boring location plans, and results of our field and laboratory testing.

Cardno ATC appreciates the opportunity to have provided these services and we look forward to serving as your geotechnical consultant throughout project execution. Please contact us if you have any questions regarding the information presented.

Sincerely,
CARDNO ATC


Travis Andres, P.E.
Senior Geotechnical Engineer
Licensed Kentucky 29429


Malcolm D. Barrett, P.E.
Principal Geotechnical Engineer
Licensed Kentucky 17566

Attachment: Report of Geotechnical Exploration

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 APPENDICES	

1. PURPOSE AND SCOPE OF EXPLORATION

Cardno ATC has completed geotechnical exploration services in support of improvements and development planned for Idle Hour Park in Lexington, Kentucky. Specific plans are not available at this writing; therefore, only general recommendations have been prepared. Aims of this exploration have included site specific subsurface data collection, geologic review, and preparation of general foundation and site preparation recommendations for use in development plans preparation. Cardno ATC's service scope has included drilling 17 engineering test borings and 8 rock soundings, laboratory testing of recovered samples, analysis of resulting data, and preparation of general geotechnical recommendations reported herein.

2. PROJECT INFORMATION AND SITE DESCRIPTION

Idle Hour Park is located northeast of the Woodhill Drive, New Circle (Rout 4) intersection, and to the west of Southland Christian Church, in Lexington, Kentucky. A Site Location Map is presented as Figure 1 in Appendix A. The park occupies 20 to 25 acres, and features baseball and softball fields, tennis courts, a soccer field, and various small buildings associated with concession and picnic activities. It appears some filling has been completed to create level playing fields.

Storm water within the park is managed through both surface features and underground sewers, with drainage generally directed to a perennial stream that runs along and forms the northwestern park boundary. Buried utilities within the park boundaries include gas and electrical lines, and water lines serve park restrooms. Most of the park is described as well drained and covered with mown grass.

3. GEOLOGY AND SUBSURFACE CONDITIONS

3.1 SITE GEOLOGY

A review of the *Geologic Map of the Lexington East Quadrangle, Fayette County, Kentucky*, published by the United States Geological Survey (USGS), indicates the site is underlain by rocks associated with the Clays Ferry geologic formation of Ordovician (450 million year) age. Rocks of this formation consist of limestone, shale and siltstone interbeds, with the concentration of each component variable with depth in the geologic column (the limestone component increases with increasing depth). Limestone, comprising 30 to 55 percent of the rock, occurs in beds up to 1.5 feet thick with siltstone and shale separating the beds. Abundant brachiopods occur within the limestone in the lower reaches of the formation.

3.2 SUBSURFACE CONDITIONS

Subsurface conditions were explored via 17 soil test borings and eight rock soundings. The test holes were drilled in accordance with procedures described in Appendix B. Boring locations were selected and staked in the field by others, and depths were selected by Cardno ATC in accordance with project requirements. Surface elevations at each boring location were reported by the surveyor. Stakes placed prior to the drilling operations were removed prior to drilling; therefore, boring numbering was completed by Cardno field personnel during drilling operations. A Boring Location Plan is presented as Figure 1 in Appendix A.

Subsurface conditions described on the boring logs represent our interpretation of conditions based on field logs prepared during drilling, visual examination of recovered samples, and laboratory testing of representative samples. Contacts between various strata reported on the logs represent approximate contact positions as transitions between strata may be gradual. Standard penetration tests performed during this study were made with drilling equipment using automatic hammers.

A number of the playing fields appear to have been leveled by removal of soil from relatively high to relatively lower areas. Therefore, some fill is likely present at all of the level playing field sites. Little non-soil or otherwise deleterious materials were observed embedded in test borings.

Topsoil depths measured in the test borings range from 0.2 to 0.6 ft. with an average .4 ft. (five-inch) depth. Below the topsoil, fill materials and one relatively distinct soil layer were encountered. Refusal materials were encountered in all of the test borings and soundings at depths in the range 2.4 to 15.3 feet. Soil and rock strata are described in the following paragraphs, and a summary of the test boring and rock sounding data is presented in Tables 2 and 3, following these descriptions.

Stratum I - Fill: Stratum I (fill) soils were encountered below the topsoil in borings B-5, B-15, B-16 and B-17. Though only encountered in these borings, it is expected that some fill has been placed in all of the level playing fields within the park. Fill depths noted on the logs range from 2.5 to 5.0 feet, with 2.5 to 3.5 feet typical. The fill is similar in textural classification to the native soils, and is described as lean to fat clay, brown, to yellow brown and gray, moist to very moist and soft to firm. Standard penetration resistance values in the fill range from 1 to 6 blows per foot, and in boring B-17 "N" values of 18 and 23 are reported. In boring B-16, fill described as limestone gravel was encountered, and in boring B-17 asphalt and limestone gravel were embedded in the fill

materials. It should be recognized that, though fill materials were only observed in a few of the borings, some shallow fill areas are likely present throughout the park.

Stratum II: Stratum II soils were encountered below the topsoil and fill materials extending to refusal materials (rock) at depths 2.4 to 15.3 feet. These naturally occurring mineral soils are generally described as fat clay, orange- to yellow-brown and gray, firm to stiff and occasionally very stiff, and moist to very moist. Standard penetration resistance values in this material range from 5 to 26 blows per foot with values in the range of 7 to 11 blows per foot most common. The wide variation in "N" values reflects a variation in moisture content.

Rock: Rock was cored in borings B-1 to B-5, extending to depths five feet below auger refusal. Rock is generally described as interbedded limestone (50 to 60 percent) and shale (40 to 50 percent), light gray to gray. The limestone is further described as medium grained and crystalline, thin bedded (occurring in beds up to two feet). Shale in beds separating the limestone layers is described as gray, fine grained and with laminated bedding. Rock recovery, RQD and compressive strength data follows in Table 1.

Table 1: Rock Data Summary

Boring	Core Interval (depth) ¹ (ft. to ft.)	Recovery (%)	RQD ² (%)	Strength ³ (psi)
B-1	2.4 to 7.4	90	40	---
B-2	14.4 to 19.4	96	72	8,600
B-3	15.6 to 20.6	93	66	---
B-4	12.1 to 17.1	100	23	---
B-5	9.3 to 14.3	99	67	9,200

¹ Depth measured from surface. ² Rock Quality Designation. ³ Unconfined compressive strength.

Table 2: Boring Data

Boring No.	Surface Elevation (ft)	Topsoil/Fill Thickness (ft)	Refusal Depth (ft)	Refusal Elevation (ft)	Termination Depth (ft.)	Termination Elevation (ft)
B-1	991.3	0.2	2.4	988.9	7.4	983.9
B-2	989.3	0.3	14.4	974.9	19.4	969.9
B-3	987.8	0.2	15.3	972.5	20.6	967.5
B-4	993.7	0.3	12.1	981.6	17.1	976.6
B-5	982.1	0.4	9.3	972.8	14.3	967.8
B-6	991.1	0.6	3.8	987.3	3.8	987.3
B-7	990.4	0.6	6.1	985.3	6.1	985.3
B-8	987.9	0.6	6.5	980.8	6.5	980.8
B-9	989.6	0.5	11.0	978.6	11.0	978.6
B-10	988.3	0.5	10.9	977.4	10.9	977.4

Table 2: Continued

Boring No.	Surface Elevation (ft)	Topsoil/Fill Thickness (ft)	Refusal Depth (ft)	Refusal Elevation (ft)	Termination Depth (ft.)	Termination Elevation (ft)
B-11	981.6	0.5	9.3	972.3	9.3	972.3
B-12	980.3	0.5	8.9	971.4	8.9	971.4
B-13	979.2	0.6	9.9	969.3	9.9	969.3
B-14	980.5	0.4	10.1	970.4	10.1	970.4
B-15	979.2	0.3	10.8	968.4	10.8	968.4
B-16	982.3	0.3	12.1	970.2	12.1	970.2
B-17	983.4	0.3	9.8	973.6	9.8	973.6

Table 3: Rock Sounding Summary

Sounding No.	Surface Elevation (ft)	Refusal Depth (ft)	Refusal Elevation (ft)
S-1	994.3	9.3	985.0
S-2	995.1	5.4	989.7
S-3	990.6	4.3	986.3
S-4	995.2	11.4	983.8
S-5	983.4	10.4	973.0
S-6	983.7	9.8	973.9
S-7	982.2	6.3	975.9
S-8	980.7	13.4	967.3

3.3 GROUND WATER CONDITIONS

Water levels observed in the borings are summarized in Table 4, and on the boring logs in Appendix B. Most of the borings drilled for this exploration were dry at the time of drilling. Wet soil was encountered in boring B-12 at the depth 4.1 feet during drilling on October 17 and 18, 2013. Stand pipe piezometers were placed in five borings, and water levels in these piezometers were measured on October 30 2013. A summary of the water level readings follows:

Table 4: Piezometer Water Level Readings
October 30, 2013

Boring	Depth to Water (ft)	Water Elevation
B-7	1.2	989.2
B-8	Dry	dry
B-9	7.1	982.5
B-11	2.0	979.6
B-17	0.9	982.5

It should be noted that the water level readings of October 30, 2013 were made following a period of intense precipitation and that the observed water levels may be affected by these wet conditions.

3.4 SEISMIC SITE CLASSIFICATION

Seismic site classification was performed and design spectral responses were calculated in accordance with the 2012 International Building Code and ASCE 7-10 *Minimum Design Loads for Buildings and Other Structures*. A subsurface profile consisting of 10 feet of soil over rock was used in our analysis, yielding a Site Class “C”. For preliminary planning purposes, Cardno ATC recommends the following seismic parameters. Building specific parameters should be used once building plans and locations are known:

Table 5: Seismic Site Classification and Design Spectral Response Values

Seismic Design Parameter	Parameter Value
Seismic Site Classification	C
Design Spectral Response at Short Periods (SD _s)	0.184
Design Spectral Response at 1-Second Periods (SD ₁)	0.099

4. GEOTECHNICAL EVALUATION

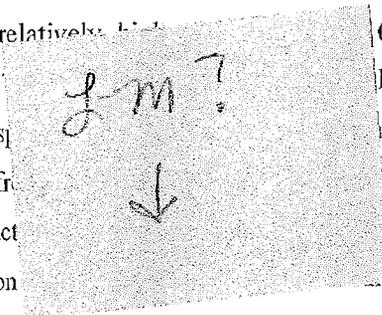
Geotechnical matters associated with development within Idle Hour Park are addressed in the following paragraphs. Of concern are the following:

- Relatively plastic soils,
- Relatively soft soils, and
- Proximity of rock to the ground surface.

Each of these matters are addressed in the following paragraphs.

5. GENERAL EARTHWORKS RECOMMENDATIONS

A significant portion of the natural site soils exhibit a relatively high plasticity (44) suggesting a significant sensitivity to moisture fluctuation. It is recommended that proposed borrow materials from local sources be tested to determine if they can be compacted as structural fill (fill pads to support buildings), especially during inclement weather. It is recommended that proposed borrow materials from local sources be tested to determine if they can be compacted to meet the required strength limits testing prior to their selection in order that poor compacted borrow materials and alternative borrow sources can be selected. Construction of fill pads using high plasticity soils should be avoided during periods of inclement weather.



5.1 SITE DRAINAGE

For specific projects, we typically recommend site drainage be established during initial clearing and grubbing. Where possible, ditches should be cut (or existing ditches maintained) to promote

positive drainage and to drain surface water. This will be of particular importance in area such as the southern end of the park adjacent to the existing stream.

5.2 SITE PREPARATION

Significant earthworks operations should be planned and executed in a manner that provides efficient drainage, and stable subgrades that will support construction equipment, and fill embankments that will support buildings and pavements. Site preparation activities should be performed in a manner that supports these objectives. We make the following general recommendations for use in site preparation:

- Establish positive drainage prior to the start of clearing and grubbing. Identify existing drainage facilities and re-direct these as necessary to areas outside of building areas and towards planned drainage infrastructure.
- Strip all organic material and debris from construction areas. Organic materials should be wasted from the site and in-situ topsoil stockpiled for use in landscape areas.
- Initiate undercutting and site clearing at the high end of the site and work to the low end. Perform undercutting over areas that can be made stable and drained the same day as the stripping occurs in order to minimize the potential for weather induced deterioration.
- Remove all debris and deleterious materials encountered during site preparation.
- Waste undercut deleterious materials from the site.
- Assess through visual reconnaissance and proof rolling the stability of exposed subgrade after the initial stripping and prior to placement of building components or fill.
- Perform proofrolling with a heavily loaded dump truck or similar equipment judged acceptable by the geotechnical engineer. Make several passes over each section with the proofrolling equipment.
- Retain the geotechnical engineer to observe the undercutting and proofrolling operations and make recommendations for any unstable or unsuitable conditions encountered.
- Remove and replace soft, organic, or highly plastic soil, or old unstable fill if encountered.

5.3 COMPACTED FILL / BACKFILL

Prior to beginning fill construction, we recommend representative samples of proposed fill materials be collected and tested to determine their laboratory compaction characteristics, plasticity, and natural moisture content. These tests are required to determine if proposed fill materials are acceptable and for quality control during compaction. Laboratory tests performed for this study suggest the on-site soils may be somewhat problematic with respect to use in construction of fill pads; we therefore stress this preliminary testing recommendation in order to avoid difficult embankment construction problems. The following criteria are recommended for structural fill construction:

- Limit fill materials to a Plasticity Index less than 35, a maximum particle size of 3 inches, and less than 3 percent by weight fibrous, organic matter. (One Atterberg limits test performed indicates some of the on-site soils have a plasticity index of 44).
- Construct compacted fill by spreading suitable soil in maximum 8-inch-thick loose lifts.
- Compact the fill within structural areas to at least 98 percent of the standard maximum dry density (ASTM D698). Compact backfill or fill within paved areas to at least 95 percent of the standard maximum dry density.
- Heavy compaction equipment should not operate within 5 feet of below grade walls to avoid inducing excessive lateral pressures on the wall.
- Maintain the moisture content of the fill soils to within ± 2 percentage points of the soils' optimum moisture content.
- Perform one in-place density test in every 5,000 square feet for each one-foot-thick fill layer.
- Retain the geotechnical engineer to observe, document and test fill placement and compaction operations.

5.3.1 General

- Maintain positive surface drainage to prevent water from ponding on the surface during all earthwork operations.
- Roll the fill surface with a rubber-tired or steel-drummed roller to improve surface runoff, if precipitation is expected.
- Contact the geotechnical engineer should the subgrade soils become excessively wet, dry, or frozen.

6. GENERAL FOUNDATION RECOMMENDATIONS

Specific building plans are not available at this writing; therefore, general recommendations for soil and rock bearing foundations are provided for planning purposes. Again, building specific geotechnical recommendations should be prepared for specific building loads planned for specific sites within the park as subsurface conditions are variable within the study area.

6.1 SPREAD FOUNDATION DESIGN CONSIDERATIONS

High plasticity soils at this site are subject to volume change with moisture content fluctuation. Soil supported foundations should therefore be designed in a manner that mitigates moisture fluctuation and consequent foundation movement. Measures to mitigate these effects include:

- Placement of building exterior foundations a minimum of 36 inches below the ground surface, below the zone of seasonal fluctuation.
- Keep plantings and landscaping at least four feet from building foundations, and avoid planting large vegetation against buildings.
- Plan site drainage and final grading in a manner that keeps runoff from accumulating adjacent to buildings and that promotes rapid and efficient drainage of runoff away from buildings.
- Avoid discharging roof drains to subsurface piping that may fail, resulting in flooding of the subsurface adjacent to foundations.

In general, soil bearing spread foundations supporting wall and column loads in the respective ranges of 4 kips per lineal foot and 50 kips should be designed based upon a 2,500 psf allowable bearing value. Rock supported spread foundations will support higher loads, and should be designed using a 5,000 psf allowable bearing value. If significant building loads are anticipated (in excess of 10 kips per lineal foot (wall loads) and 100 kips (column loads) caissons may be warranted. In this case, further geotechnical exploration is warranted.

In order to assure an adequate bearing condition, it is recommended that foundation bearing surfaces be observed by qualified personnel and that select soil bearing surfaces be tested via dynamic cone penetration testing to confirm an adequate condition. Soil bearing spread foundation settlements less than one inch should generally be expected provided a stable bearing condition is confirmed. Minimal settlement of rock bearing spread foundations should be expected. Additional spread foundation design considerations follow:

- Design continuous wall footings with minimum 24-inch widths.
- Design column footings with minimum 36-inch horizontal dimensions.
- Found all exterior footings at least 36 inches below finished exterior grade to provide protective embedment and help reduce the potential damage from frost heave or shrinkage or swelling due to moisture fluctuations. (It is noted the frost depth in Fayette County is 24-inches).
- Interior footings not subjected to freezing weather, severe drying, or severe wetting either during or after construction may be founded at nominal depths.
- Include control joints at frequent intervals in the walls of structures to accommodate differential foundation movements without cracking the exterior façade.

6.2 CONSTRUCTION CONSIDERATIONS

The following construction considerations are recommended for shallow foundations:

- Level or suitably bench the foundation bearing area.
- Remove loose soil, debris, and excess surface water from the bearing surface prior to concrete placement.
- Retain the geotechnical engineer to observe all foundation excavations and provide recommendations for treatment of any unsuitable conditions encountered.

Clay soils such as those encountered in this study may lose strength if they become wet during construction. Therefore, we recommend the foundation subgrades be protected from exposure to water. The following guides address protection of footing subgrades and our recommended remediation for any soft soils encountered.

- Protect foundation support materials exposed in open excavations from freezing weather, severe drying, and water accumulation.
- Remove any soils disturbed by exposure prior to foundation concrete placement.

- Place a "lean" concrete mud-mat over the bearing soils if the excavations must remain open overnight or for an extended period of time.

7. GRADE SUPPORTED FLOOR SLABS

For planning purposes, we make the following general recommendations for planning grade-supported floor slabs:

- Provide joints in the slabs around columns and along footing supported walls.
- Use joints containing dowels or keys to permit rotation between parts of the slab while reducing sharp vertical displacements. This detail does not apply to joints at foundation elements.
- Place a layer of clean, compacted gravel or crushed stone beneath the slab to enhance support and provide a working base. The actual thickness of the gravel layer should be based on design requirements.
- Keep the crushed stone or gravel moist, but not wet, immediately prior to grade slab concrete placement to minimize curling of the slab due to differential curing conditions between the top and bottom of the slab.
- Retain the geotechnical engineer to review subgrade conditions prior to slab construction and make recommendations for any unsuitable conditions encountered.
- Slabs supported on unimproved subgrade should be designed base upon a subgrade reaction modulus of 150 psi/in.

8. PRELIMINARY PAVEMENT SECTION RECOMMENDATIONS

Pavement sections should be designed based upon subgrade (California bearing ratio) testing, pavement service life and traffic loading. For preliminary planning purposes, we have prepared some preliminary pavement section recommendations based upon a California bearing ratio of 3, typical traffic loading for municipal parking lots, and a 20-year service life. These recommendations should be considered preliminary, and final recommendations should be prepared based upon actual parameters.

8.1 FLEXIBLE PAVEMENTS

We typically utilize Asphalt Institute guidelines to prepare flexible (asphalt) pavement section recommendations. Recommendations presented below are based Recommendations for existing (CBR = 3.0) subgrade conditions are provided. Minimum flexible pavement sections for for two traffic conditions are presented. These are:

- Auto parking and drive lanes only;
- Entrance drives and roadways supporting all vehicle types.

Preliminary recommendations for minimum flexible pavement sections follow:

Table 6: Minimum Flexible Pavement Section Recommendations – Unimproved Subgrade

Traffic Description	Stone Base Thickness (in.)	Asphalt Base Thickness (in.)	Asphalt Surface Thickness (in.)
Auto Only Parking and Drive Lanes	6.0	3.0	1.5
Entrance lanes and roadways	8.0	4	2

8.2 RIGID PAVEMENTS

American Concrete Institute guidelines for use in design of concrete parking lots have been used to develop recommendations for use in preparing recommendations for rigid pavement (concrete) pavement sections. Concrete section design is based upon an effective modulus of subgrade reaction (k), concrete modulus of rupture MOR (a function of compressive strength), and average daily truck traffic (ADDT) which is mix of vehicle types. The modulus of subgrade reaction is estimated using CBR values, then modified for various base improvements including chemical soil stabilization and the use of crushed stone base material. Design recommendations presented below are based upon unimproved (CBR = 3.0) subgrade conditions.

Pavement sections for two traffic conditions are presented. These are:

- Auto parking and drive lanes only (Roadway Category A, ADDT=10);
- Entrance drives and roadways (Roadway Category B, ADDT=300).

For all of the sections presented below, a minimum concrete compressive strength (f'_c) equal to 4,000 psi was used in design and is recommended. Minimum recommended ridged pavement sections follow:

Table 7: Minimum Rigid Pavement Section Recommendations – Unimproved Subgrade

Traffic Description	Concrete Thickness (in.)	Stone Base Thickness (in.)
Auto Only Parking and Drive Lanes	4.5	4
Entrance Roads	6	4

Joints are placed to minimize random cracking and to facilitate construction. Maximum concrete joint spacing should be planned based upon concrete thickness, and joint installation should result in roughly square panels. If joints are to be sealed (recommended), cuts should be at least ¼-inch in width. Where construction joints (adjacent panels placed separately) occur in heavy duty pavement areas (truck parking and entrance roadways) load transfer devices between adjacent panels are recommended. Recommended joint spacing is presented in the following Table 8.

Table 8. Recommended Minimum Concrete Joint Spacing

Concrete Thickness (in.)	Maximum Joint Spacing (ft.)
4.0 to 4.5	10
5.0 to 5.5	12.5
6.0 and greater	15.0

8.3 GENERAL RECOMMENDATIONS

Stone base material is recommended beneath each section. Either KTC “Crushed Stone Base” or “Dense Graded Aggregate” is acceptable for use. Stone base material should be placed and compacted in maximum 8-inch lifts, with each lift compacted to a minimum density equal to 98 percent of the maximum dry density as determined by the standard Proctor test.

Prior to placement of crushed stone base materials, exposed subgrade materials should be thoroughly proofrolled and checked for unsuitable zones. Such zones should be corrected prior to stone placement. Sub grades and stone surfaces should be graded to drain, and paving materials should be placed as soon as possible after stone compaction in order to keep it from becoming saturated. If stone base materials become saturated or frozen prior to concrete placement, they should be inspected and repaired as necessary prior to concrete placement.

8.4 PAVEMENT DRAINAGE

Minimizing infiltration of water into the subgrade and rapid removal of subsurface water are essential for successful long-term pavement performance. Both the subgrade and pavement surface should have minimum slopes of 2 percent or greater to promote surface drainage. Pavement edges should be provided a means of water outlet by extending aggregate base courses through to daylight or to surface drainage features such as storm inlets. Storm inlets should be provided with weep holes to keep water from accumulating on the outside of the inlet piping.

All paving materials should conform to, and be placed and compacted in accordance with applicable sections of the Kentucky Transportation Cabinet (KTC) Standard Specifications for Road and Bridge Construction, latest edition.

9. BASIS FOR RECOMMENDATIONS

Recommendations presented herein are based, in part, on preliminary project information provided to Cardno ATC and only apply to the specific project and site described in this report. Once the project progress to the design phase we recommend the assumptions this report be re-evaluated in

light of the revised project information. In particular, pavement design and foundation loading recommendations should be reviewed.

Neither the assessment of site environmental conditions nor efforts to detect the presence of contaminants in the soil, rock, surface water or ground water of the site were included in the scope of this exploration.

Regardless of the thoroughness of a geotechnical exploration, there is always a possibility that conditions between borings will be different from those at specific boring locations and that conditions will not be as anticipated by the designers or contractors. In addition, the construction process may itself alter soil conditions. Therefore, experienced geotechnical personnel should observe and document the construction procedures used and the conditions encountered. Unanticipated conditions and inadequate procedures should be reported to the design team along with timely recommendations to solve the problems created. We recommend that the owner retain Cardno ATC to provide this service based upon our familiarity with the project, the subsurface conditions and the intent of the recommendations.

Cardno ATC recommends that this complete report be provided to the various design team members, the contractors and the project owner. Potential contractors should be informed of this report in the "instructions to bidders" section of the bid documents. The report should not be included or referenced in the actual contract documents.

We wish to remind you that our exploration services include storing the samples collected and making them available for inspection for 30 days. The samples are then discarded unless you request otherwise.

APPENDICES:

APPENDIX A

“Important Information about Your Geotechnical Engineering Report”

Figure 1: Site Location Plan

Figure 2: Boring Location Plan

APPENDIX B

Legend to Soil Classification and Symbols

Test Boring Logs

Field Testing Procedures

Summary of Laboratory Test Data

Atterberg Limits

Unconfined Compression Tests - Rock

Laboratory Testing Procedures

Appendix A

Important Information About Your Geotechnical Engineering Report

Subsurface problems are a principal cause of construction delays, cost overruns, claims, and disputes.

The following information is provided to help you manage your risks.

Geotechnical Services Are Performed for Specific Purposes, Persons, and Projects

Geotechnical engineers structure their services to meet the specific needs of their clients. A geotechnical engineering study conducted for a civil engineer may not fulfill the needs of a construction contractor or even another civil engineer. Because each geotechnical engineering study is unique, each geotechnical engineering report is unique, prepared *solely* for the client. No one except you should rely on your geotechnical engineering report without first conferring with the geotechnical engineer who prepared it. *And no one — not even you — should apply the report for any purpose or project except the one originally contemplated.*

Read the Full Report

Serious problems have occurred because those relying on a geotechnical engineering report did not read it all. Do not rely on an executive summary. Do not read selected elements only.

A Geotechnical Engineering Report Is Based on A Unique Set of Project-Specific Factors

Geotechnical engineers consider a number of unique, project-specific factors when establishing the scope of a study. Typical factors include: the client's goals, objectives, and risk management preferences; the general nature of the structure involved, its size, and configuration; the location of the structure on the site; and other planned or existing site improvements, such as access roads, parking lots, and underground utilities. Unless the geotechnical engineer who conducted the study specifically indicates otherwise, do not rely on a geotechnical engineering report that was:

- not prepared for you,
- not prepared for your project,
- not prepared for the specific site explored, or
- completed before important project changes were made.

Typical changes that can erode the reliability of an existing geotechnical engineering report include those that affect:

- the function of the proposed structure, as when it's changed from a parking garage to an office building, or from a light industrial plant to a refrigerated warehouse,

- elevation, configuration, location, orientation, or weight of the proposed structure,
- composition of the design team, or
- project ownership.

As a general rule, *always* inform your geotechnical engineer of project changes—even minor ones—and request an assessment of their impact. *Geotechnical engineers cannot accept responsibility or liability for problems that occur because their reports do not consider developments of which they were not informed.*

Subsurface Conditions Can Change

A geotechnical engineering report is based on conditions that existed at the time the study was performed. *Do not rely on a geotechnical engineering report* whose adequacy may have been affected by: the passage of time; by man-made events, such as construction on or adjacent to the site; or by natural events, such as floods, earthquakes, or groundwater fluctuations. *Always* contact the geotechnical engineer before applying the report to determine if it is still reliable. A minor amount of additional testing or analysis could prevent major problems.

Most Geotechnical Findings Are Professional Opinions

Site exploration identifies subsurface conditions only at those points where subsurface tests are conducted or samples are taken. Geotechnical engineers review field and laboratory data and then apply their professional judgment to render an opinion about subsurface conditions throughout the site. Actual subsurface conditions may differ—sometimes significantly—from those indicated in your report. Retaining the geotechnical engineer who developed your report to provide construction observation is the most effective method of managing the risks associated with unanticipated conditions.

A Report's Recommendations Are *Not* Final

Do not overrely on the construction recommendations included in your report. *Those recommendations are not final*, because geotechnical engineers develop them principally from judgment and opinion. Geotechnical engineers can finalize their recommendations only by observing actual

subsurface conditions revealed during construction. *The geotechnical engineer who developed your report cannot assume responsibility or liability for the report's recommendations if that engineer does not perform construction observation.*

A Geotechnical Engineering Report Is Subject to Misinterpretation

Other design team members' misinterpretation of geotechnical engineering reports has resulted in costly problems. Lower that risk by having your geotechnical engineer confer with appropriate members of the design team after submitting the report. Also retain your geotechnical engineer to review pertinent elements of the design team's plans and specifications. Contractors can also misinterpret a geotechnical engineering report. Reduce that risk by having your geotechnical engineer participate in prebid and preconstruction conferences, and by providing construction observation.

Do Not Redraw the Engineer's Logs

Geotechnical engineers prepare final boring and testing logs based upon their interpretation of field logs and laboratory data. To prevent errors or omissions, the logs included in a geotechnical engineering report should *never* be redrawn for inclusion in architectural or other design drawings. Only photographic or electronic reproduction is acceptable, *but recognize that separating logs from the report can elevate risk.*

Give Contractors a Complete Report and Guidance

Some owners and design professionals mistakenly believe they can make contractors liable for unanticipated subsurface conditions by limiting what they provide for bid preparation. To help prevent costly problems, give contractors the complete geotechnical engineering report, *but* preface it with a clearly written letter of transmittal. In that letter, advise contractors that the report was not prepared for purposes of bid development and that the report's accuracy is limited; encourage them to confer with the geotechnical engineer who prepared the report (a modest fee may be required) and/or to conduct additional study to obtain the specific types of information they need or prefer. A prebid conference can also be valuable. *Be sure contractors have sufficient time* to perform additional study. Only then might you be in a position to give contractors the best information available to you, while requiring them to at least share some of the financial responsibilities stemming from unanticipated conditions.

Read Responsibility Provisions Closely

Some clients, design professionals, and contractors do not recognize that geotechnical engineering is far less exact than other engineering disciplines. This lack of understanding has created unrealistic expectations that

have led to disappointments, claims, and disputes. To help reduce the risk of such outcomes, geotechnical engineers commonly include a variety of explanatory provisions in their reports. Sometimes labeled "limitations" many of these provisions indicate where geotechnical engineers' responsibilities begin and end, to help others recognize their own responsibilities and risks. *Read these provisions closely.* Ask questions. Your geotechnical engineer should respond fully and frankly.

Geoenvironmental Concerns Are Not Covered

The equipment, techniques, and personnel used to perform a *geoenvironmental* study differ significantly from those used to perform a *geotechnical* study. For that reason, a geotechnical engineering report does not usually relate any geoenvironmental findings, conclusions, or recommendations; e.g., about the likelihood of encountering underground storage tanks or regulated contaminants. *Unanticipated environmental problems have led to numerous project failures.* If you have not yet obtained your own geoenvironmental information, ask your geotechnical consultant for risk management guidance. *Do not rely on an environmental report prepared for someone else.*

Obtain Professional Assistance To Deal with Mold

Diverse strategies can be applied during building design, construction, operation, and maintenance to prevent significant amounts of mold from growing on indoor surfaces. To be effective, all such strategies should be devised for the *express purpose* of mold prevention, integrated into a comprehensive plan, and executed with diligent oversight by a professional mold prevention consultant. Because just a small amount of water or moisture can lead to the development of severe mold infestations, a number of mold prevention strategies focus on keeping building surfaces dry. While groundwater, water infiltration, and similar issues may have been addressed as part of the geotechnical engineering study whose findings are conveyed in this report, the geotechnical engineer in charge of this project is not a mold prevention consultant; ***none of the services performed in connection with the geotechnical engineer's study were designed or conducted for the purpose of mold prevention. Proper implementation of the recommendations conveyed in this report will not of itself be sufficient to prevent mold from growing in or on the structure involved.***

Rely on Your ASFE-Member Geotechnical Engineer for Additional Assistance

Membership in ASFE/THE BEST PEOPLE ON EARTH exposes geotechnical engineers to a wide array of risk management techniques that can be of genuine benefit for everyone involved with a construction project. Confer with your ASFE-member geotechnical engineer for more information.

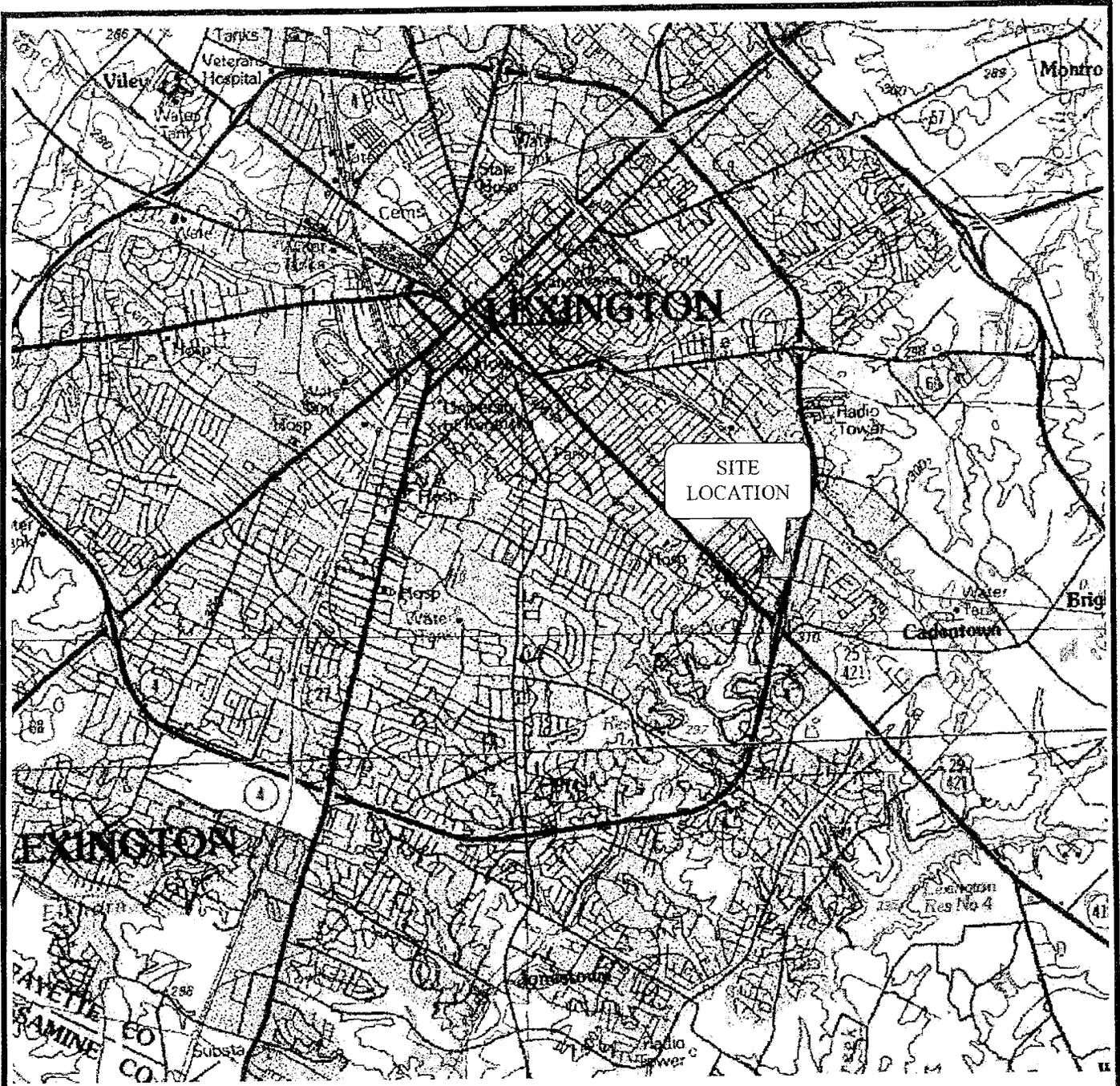


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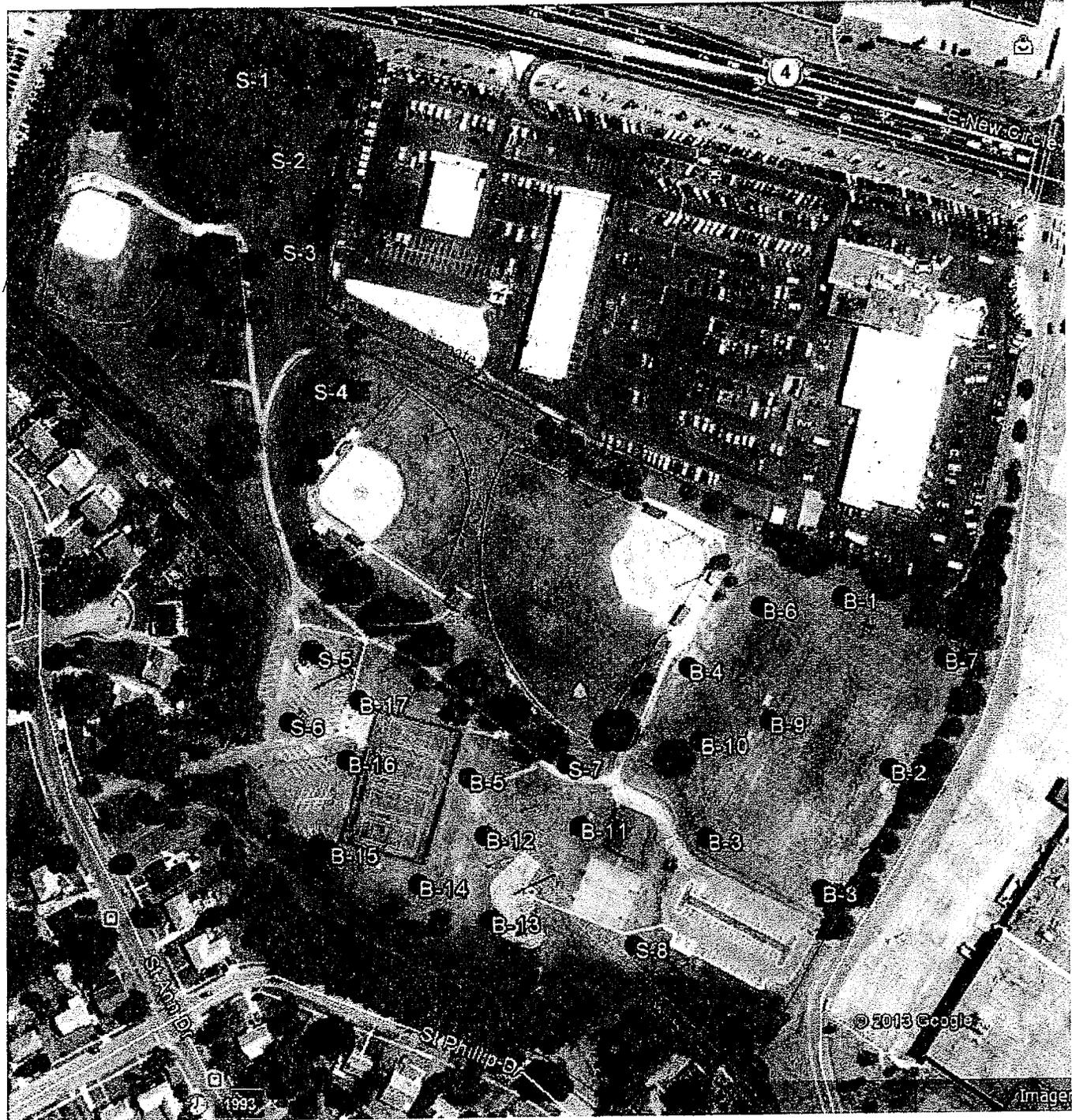


11001 Bluegrass Parkway, Suite 250
Louisville, KY 40299
Phone: (502) 722-1401
Fax: (502) 267-4072

SITE LOCATION PLAN

CMW, Inc.
Idlehour Park
212 St. Ann Drive
Lexington, Kentucky

PROJECT NO:		
DESIGNED BY: TA		REVIEWED BY: MB
DRAWN BY: TA	DATE: 10-30-13	FIGURE: 1




Cardno
ATC
 Shaping the Future

11001 Bluegrass Parkway, Suite 250
 Louisville, KY 40299
 Phone: (502) 722-1401
 Fax: (502) 267-4072

BORING LOCATION PLAN

CMW, Inc.
 Idlehour Park
 212 St. Ann Drive
 Lexington, Kentucky

PROJECT NO:		
DESIGNED BY: TA		REVIEWED BY: MB
DRAWN BY: TA	DATE: 10-30-13	FIGURE: 1

Appendix B

LEGEND TO SOIL CLASSIFICATION AND SYMBOLS

SOIL TYPES

(Shown in Graphic Log)

	Fill
	Asphalt
	Topsoil
	Gravel
	Sand
	Silt
	Lean Clay
	Fat Clay
	Silty Sand
	Clayey Sand
	Sandy Silt
	Clayey Silt
	Sandy Clay
	Silty Clay
	Limestone
	Sandstone
	Siltstone
	Shale

CONSISTENCY OF COHESIVE SOILS

CONSISTENCY	STD. PENETRATION RESISTANCE BLOWS/FOOT
Very Soft	0 to 2
Soft	3 to 4
Firm	5 to 8
Stiff	9 to 15
Very Stiff	16 to 30
Hard	Over 30

RELATIVE DENSITY OF COHESIONLESS SOILS

CONSISTENCY	STD. PENETRATION RESISTANCE BLOWS/FOOT
Very Loose	0 to 4
Loose	5 to 10
Firm	11 to 20
Very Firm	21 to 30
Dense	31 to 50
Very Dense	Over 50

ESTIMATED RELATIVE MOISTURE CONDITION

(Visual classification relative to assumed optimum moisture content (OMC) of standard proctor)

Dry	- Air dry to dusty
Slightly Moist	- Dusty to approximately -2% OMC
Moist	- Approximately between $\pm 2\%$ OMC
Very Moist	- From approximately +2% to nearly saturated
Wet	- Contains free water or nearly saturated

PARTICLE SIZE IDENTIFICATION

Boulders	Over 6"
Gravel	
Coarse	6" - 1/2"
Fine	1/2" - 2 mm
Sand	
Coarse	2 mm - 0.6 mm
Medium	0.6 mm - 0.2 mm
Fine	0.2 mm - 0.06 mm
Silt	0.06 mm - 0.005 mm
Clay	Less than 0.005 mm

RELATIVE HARDNESS OF ROCK

Very soft	Pieces 1 inch or more in thickness can be broken by finger pressure; can be scratched readily by fingernail.
Soft	May be broken with fingers.
Medium	May be scratched with a nail; corners and edges may be broken with fingers.
Moderately Hard	Moderate blow of hammer required to break sample.
Hard	Hard blow of hammer required to break sample.
Very Hard	Several hard blows of hammer required to break sample.

SAMPLER TYPES

(Shown in Sampler Column)

	Shelby Tube
	Split Spoon
	Rock Core
	Grab Sample
	No Recovery

TERMS

Standard Penetration Resistance The Number of Blows of a 140 lb. Hammer Falling 30 in. Required to Drive a 1.4 in. I.D. Split Spoon Sampler 1 Foot. As Specified in ASTM D-1586. Also commonly referred to as an "N" value.

REC Recovery - Total Length of Rock Recovered in the Core Barrel Divided by the Total Length of the Core Run Times 100%

RQD Rock Quality Designation - Total Length of Sound Rock Segments Recovered that are Longer Than or Equal to 4" (mechanical breaks excluded) Divided by the Total Length of the Core Run Times 100%.



Fax

CLIENT CMW, INC.
 PROJECT NAME Idlehour Park Improvements
 PROJECT LOCATION 212 St. Ann Drive
Lexington, KY

BORING # B-1
 JOB # _____
 DRAWN BY TA
 APPROVED BY MB

DRILLING and SAMPLING INFORMATION

TEST DATA

Date Started 10/16/13 Hammer Wt. 140 lbs.
 Date Completed 10/16/13 Hammer Drop 30 in.
 Drill Foreman GeoDrill Spoon Sampler OD 2 in.
 Inspector MB Rock Core Dia. 2 in.
 Boring Method HSA, AH Shelby Tube OD 3 in.

SOIL CLASSIFICATION	Stratum Depth	Depth Scale	Sample No.	Sample Type Sampler Graphics Recovery Graphics	Recovery %	Groundwater	Moisture Content	Standard Penetration Test N, Blows/6 inches	Total Photoionizable Vapors (ppm)	Remarks
SURFACE ELEVATION 991.3										
TOPSOIL	0.2									
FAT CLAY, orangish to yellowish brown and gray, very stiff, moist	2.4		1	SS				6-12-50/1"		
LIMESTONE and SHALE (50/50), interbedded, light gray to gray, medium grained, crystalline, soft to hard, laminated to thinly bedded		5	2	RC						Rec: 90%, RQD: 40%
Thin Clay Seams between 6.5 feet and 7.0 feet										
Boring Terminated at 7.4 feet	7.4									

Sample Type
 SS - Driven Split Spoon
 ST - Pressed Shelby Tube
 CA - Continuous Flight Auger
 RC - Rock Core
 CU - Cuttings
 CT - Continuous Tube

Depth to Groundwater
 ☞ Noted on Drilling Tools _____ ft.
 ☞ At Completion (in augers) DRY ft.
 ☞ At Completion (open hole) _____ ft.
 ▼ After _____ hours _____ ft.
 ▼ After _____ hours _____ ft.
 ☞ Cave Depth _____ ft.

Boring Method
 HSA - Hollow Stem Augers
 CFA - Continuous Flight Augers
 DC - Driving Casing
 MD - Mud Drilling

Fax

 CLIENT CMW, INC.
 PROJECT NAME Idlehour Park Improvements
 PROJECT LOCATION 212 St. Ann Drive
Lexington, KY

 BORING # B-2
 JOB # _____
 DRAWN BY TA
 APPROVED BY MB

DRILLING and SAMPLING INFORMATION

 Date Started 10/17/13 Hammer Wt. 140 lbs.
 Date Completed 10/17/13 Hammer Drop 30 in.
 Drill Foreman GeoDrill Spoon Sampler OD 2 in.
 Inspector MB Rock Core Dia. 2 in.
 Boring Method HSA, AH Shelby Tube OD 3 in.

TEST DATA

SOIL CLASSIFICATION	Stratum Depth	Depth Scale	Sample No.	Sample Type	Sampler Graphics	Recovery Graphics	Recovery %	Groundwater	Moisture Content	Standard Penetration Test N, Blows/6 inches	Total Photoionizable Vapors (ppm)	Remarks
SURFACE ELEVATION 989.3												
TOPSOIL	0.3											
FAT CLAY, orangish to yellowish brown and gray, firm, moist to very moist			1	SS	X					2-3-4		
			2	SS	X					2-3-8		
		5										
			3	SS	X					3-3-7		
Very stiff at 9.0 feet			4	SS	X					5-7-10		
		10										
			5	SS	X					50/4"		
ROCK-Augered	14.0											
LIMESTONE, light gray to gray, medium grained, crystalline, soft to hard, thinly bedded	14.4		6	CORE								Rec: 96%, RQD: 72%
		15										
Boring Terminated at 19.4 feet	19.4											

Sample Type

 SS - Driven Split Spoon
 ST - Pressed Shelby Tube
 CA - Continuous Flight Auger
 RC - Rock Core
 CU - Cuttings
 CT - Continuous Tube

Depth to Groundwater

 ☉ Noted on Drilling Tools _____ ft.
 ± At Completion (in augers) **DRY** ft.
 ⊕ At Completion (open hole) _____ ft.
 ∇ After _____ hours _____ ft.
 ▼ After _____ hours _____ ft.
 ☒ Cave Depth _____ ft.

Boring Method

 HSA - Hollow Stem Augers
 CFA - Continuous Flight Augers
 DC - Driving Casing
 MD - Mud Drilling

Fax

CLIENT CMW, INC.
 PROJECT NAME Idlehour Park Improvements
 PROJECT LOCATION 212 St. Ann Drive
Lexington, KY

BORING # B-3
 JOB # _____
 DRAWN BY TA
 APPROVED BY MB

DRILLING and SAMPLING INFORMATION

TEST DATA

Date Started 10/17/13 Hammer Wt. 140 lbs.
 Date Completed 10/17/13 Hammer Drop 30 in.
 Drill Foreman GeoDrill Spoon Sampler OD 2 in.
 Inspector MB Rock Core Dia. 2 in.
 Boring Method HSA, AH Shelby Tube OD 3 in.

SOIL CLASSIFICATION	Stratum Depth	Depth Scale	Sample No.	Sample Type	Sampler Graphics Recovery Graphics	Recovery %	Groundwater	Moisture Content	Standard Penetration Test N, Blows/6 inches	Total Photoionizable Vapors (ppm)	Remarks
SURFACE ELEVATION 987.8											
TOPSOIL	0.2										
FAT CLAY, orangish to yellowish brown and gray, firm, moist to very moist			1	SS					3-4-4		
			2	SS					2-3-4		
		5									
			3	SS					2-4-4		
			4	SS					2-3-8		
		10									
			5	SS					4-11-50/3"		
ROCK-Augered	15.3										
LIMESTONE, light gray to gray, medium grained, crystalline, soft to hard, thinly bedded	15.6		6	CORE							Rec: 93%, RQD: 66%
		20									
Boring Terminated at 20.6 feet	20.6										

Sample Type

- SS - Driven Split Spoon
- ST - Pressed Shelby Tube
- CA - Continuous Flight Auger
- RC - Rock Core
- CU - Cuttings
- CT - Continuous Tube

Depth to Groundwater

- ⊙ Noted on Drilling Tools _____ ft.
- ⊕ At Completion (in augers) DRY ft.
- ⊖ At Completion (open hole) _____ ft.
- ∇ After _____ hours _____ ft.
- ∇ After _____ hours _____ ft.
- ⊠ Cave Depth _____ ft.

Boring Method

- HSA - Hollow Stem Augers
- CFA - Continuous Flight Augers
- DC - Driving Casing
- MD - Mud Drilling

Fax

CLIENT CMW, INC. BORING # B-4
 PROJECT NAME Idlehour Park Improvements JOB # _____
 PROJECT LOCATION 212 St. Ann Drive DRAWN BY TA
Lexington, KY APPROVED BY MB

DRILLING and SAMPLING INFORMATION

Date Started 10/17/13 Hammer Wt. 140 lbs.
 Date Completed 10/17/13 Hammer Drop 30 in.
 Drill Foreman GeoDrill Spoon Sampler OD 2 in.
 Inspector MB Rock Core Dia. 2 in.
 Boring Method HSA, AH Shelby Tube OD 3 in.

TEST DATA

SOIL CLASSIFICATION	Stratum Depth	Depth Scale	Sample No.	Sample Type	Sampler Graphics	Recovery Graphics	Recovery %	Groundwater	Moisture Content	Standard Penetration Test N ₆₀ Blows/6 inches	Total Photoionizable Vapors (ppm)	Remarks
SURFACE ELEVATION 993.7												
TOPSOIL	0.3											
FAT CLAY, orangish to yellowish brown and gray, stiff to very stiff, moist to very moist			1	SS	X					3-6-5		
Very stiff at 4.0 feet			2	SS	X					8-10-13		
		5										
			3	SS	X					8-7-50/3"		
	9.1											
SPLITSPOON REFUSAL AT 9.1 FEET ROCK-Augered			4	SS	X					50/1"		
		10										
	12.1											
LIMESTONE and SHALE (50/50), interbedded, light gray to gray, medium grained, crystalline, soft to hard, laminated to thinly bedded			5	CORE								Rec: 100%, RQD: 23%
		15										
Boring Terminated at 17.1 feet	17.1											

Sample Type

SS - Driven Split Spoon
 ST - Pressed Shelby Tube
 CA - Continuous Flight Auger
 RC - Rock Core
 CU - Cuttings
 CT - Continuous Tube

Depth to Groundwater

☉ Noted on Drilling Tools _____ ft.
 ⊕ At Completion (in augers) DRY ft.
 ⊗ At Completion (open hole) _____ ft.
 ∇ After _____ hours _____ ft.
 ∇ After _____ hours _____ ft.
 ⊗ Cave Depth _____ ft.

Boring Method

HSA - Hollow Stem Augers
 CFA - Continuous Flight Augers
 DC - Driving Casing
 MD - Mud Drilling

Fax

 CLIENT CMW, INC.
 PROJECT NAME Idlehour Park Improvements
 PROJECT LOCATION 212 St. Ann Drive
Lexington, KY

 BORING # B-5
 JOB # _____
 DRAWN BY TA
 APPROVED BY MB

DRILLING and SAMPLING INFORMATION

 Date Started 10/17/13 Hammer Wt. 140 lbs.
 Date Completed 10/17/13 Hammer Drop 30 in.
 Drill Foreman GeoDrill Spoon Sampler OD 2 in.
 Inspector MB Rock Core Dia. 2 in.
 Boring Method HSA, AH Shelby Tube OD 3 in.

TEST DATA

SOIL CLASSIFICATION	Stratum Depth	Depth Scale	Sample No.	Sample Type	Sampler Graphics	Recovery %	Groundwater	Moisture Content	Standard Penetration Test N ₆₀ Blows/ft	Total Photoionizable Vapors (ppm)	Remarks
SURFACE ELEVATION 982.1											
TOPSOIL	0.4										
FILL, LEAN CLAY, brown, silty, firm, moist			1	SS					3-3-3		
	3.5										
FAT CLAY, orangish to yellowish brown and gray, stiff, to very stiff, moist to very moist			2	SS					4-4-5		
	5										
Very stiff at 7.0 feet											
	8.8										
ROCK-Augered	9.3										
LIMESTONE and SHALE (60/40), interbedded; Limestone-light gray to gray, medium grained, crystalline, hard, thinly bedded; Shale-dark gray, fine grained, soft to hard, laminated to thinly bedded			4	CORE							Rec: 99%, RQD: 67%
	10										
	14.3										
Boring Terminated at 14.3 feet											

Sample Type

 SS - Driven Split Spoon
 ST - Pressed Shelby Tube
 CA - Continuous Flight Auger
 RC - Rock Core
 CU - Cuttings
 CT - Continuous Tube

Depth to Groundwater


 Noted on Drilling Tools _____ ft.
 ⊕ At Completion (in augers) **DRY** ft.
 ⊕ At Completion (open hole) _____ ft.
 ∇ After _____ hours _____ ft.
 ∇ After _____ hours _____ ft.
 ⊗ Cave Depth _____ ft.

Boring Method

 HSA - Hollow Stem Augers
 CFA - Continuous Flight Augers
 DC - Driving Casing
 MD - Mud Drilling

Fax

CLIENT CMW, INC. BORING # B-6
 PROJECT NAME Idlehour Park Improvements JOB # _____
 PROJECT LOCATION 212 St. Ann Drive DRAWN BY TA
Lexington, KY APPROVED BY MB

DRILLING and SAMPLING INFORMATION

Date Started 10/18/13 Hammer Wt. 140 lbs.
 Date Completed 10/18/13 Hammer Drop 30 in.
 Drill Foreman GeoDrill Spoon Sampler OD 2 in.
 Inspector SP Rock Core Dia. 2 in.
 Boring Method HSA, AH Shelby Tube OD 3 in.

TEST DATA

SOIL CLASSIFICATION	Stratum Depth	Depth Scale	Sample No.	Sample Type Sampler Graphics Recovery Graphics	Recovery %	Groundwater	Moisture Content	Standard Penetration Test N, Blows/6 inches	Total Photolizable Vapors (ppm)	Remarks
SURFACE ELEVATION 991.1										
TOPSOIL	0.6									
FAT CLAY, orangish to yellowish brown and gray, very stiff, moist	3.0		1	SS				15-15-10		
ROCK-Augered	3.8									
Auger Refusal at 3.8 feet										

Sample Type

SS - Driven Split Spoon
 ST - Pressed Shelby Tube
 CA - Continuous Flight Auger
 RC - Rock Core
 CU - Cuttings
 CT - Continuous Tube

Depth to Groundwater

⚙ Noted on Drilling Tools _____ ft.
 ⚡ At Completion (in augers) DRY ft.
 ⚡ At Completion (open hole) _____ ft.
 ∇ After _____ hours _____ ft.
 ∇ After _____ hours _____ ft.
 ⚡ Cave Depth _____ ft.

Boring Method

HSA - Hollow Stem Augers
 CFA - Continuous Flight Augers
 DC - Driving Casing
 MD - Mud Drilling

Fax

 CLIENT CMW, INC.
 PROJECT NAME Idlehour Park Improvements
 PROJECT LOCATION 212 St. Ann Drive
Lexington, KY

 BORING # B-7
 JOB # _____
 DRAWN BY TA
 APPROVED BY MB

DRILLING and SAMPLING INFORMATION

 Date Started 10/18/13 Hammer Wt. 140 lbs.
 Date Completed 10/18/13 Hammer Drop 30 in.
 Drill Foreman GeoDrill Spoon Sampler OD 2 in.
 Inspector SP Rock Core Dia. 2 in.
 Boring Method HSA, AH Shelby Tube OD 3 in.

TEST DATA

SOIL CLASSIFICATION	Stratum Depth	Depth Scale	Sample No.	Sample Type	Sampler Graphics	Recovery Graphics	Recovery %	Groundwater	Moisture Content	Standard Penetration Test N ₆₀ Blows/6 inches	Total Photoionizable Vapors (ppm)	Remarks
SURFACE ELEVATION 990.4												
TOPSOIL	0.6											
FAT CLAY, orangish to yellowish brown and gray, stiff, moist, contains weathered Limestone fragments			1	SS	X			▽		5-6-50/1"		
			2	SS	X					3-7-50/2"		
ROCK-Augered	4.7	5										
Auger Refusal at 6.1 feet	6.1											Piezometer Installed Upon Completion

Sample Type

 SS - Driven Split Spoon
 ST - Pressed Shelby Tube
 CA - Continuous Flight Auger
 RC - Rock Core
 CU - Cuttings
 CT - Continuous Tube

Depth to Groundwater

 ⊕ Noted on Drilling Tools _____ ft.
 ⊕ At Completion (in augers) DRY ft.
 ⊕ At Completion (open hole) _____ ft.
 ▽ After 2 Wks hours 1.2 ft.
 ▽ After _____ hours _____ ft.
 ⊕ Cave Depth _____ ft.

Boring Method

 HSA - Hollow Stem Augers
 CFA - Continuous Flight Augers
 DC - Driving Casing
 MD - Mud Drilling

Fax

 CLIENT CMW, INC.
 PROJECT NAME Idlehour Park Improvements
 PROJECT LOCATION 212 St. Ann Drive
Lexington, KY

 BORING # B-8
 JOB # _____
 DRAWN BY TA
 APPROVED BY MB

DRILLING and SAMPLING INFORMATION

 Date Started 10/17/13 Hammer Wt. 140 lbs.
 Date Completed 10/17/13 Hammer Drop 30 in.
 Drill Foreman GeoDrill Spoon Sampler OD 2 in.
 Inspector MB Rock Core Dia. 2 in.
 Boring Method HSA, AH Shelby Tube OD 3 in.

TEST DATA

SOIL CLASSIFICATION	Stratum Depth	Depth Scale	Sample No.	Sample Type	Sampler Graphics	Recovery %	Groundwater	Moisture Content	Standard Penetration Test N, Blows/6 inches	Total Photoionizable Vapors (ppm)	Remarks
SURFACE ELEVATION 987.9											
TOPSOIL	0.6										
FAT CLAY, orangish to yellowish brown and gray, stiff, slightly moist			1	SS					5-7-9		
			2	SS					5-5-8		
		5									
ROCK-Augered	6.0										
Auger Refusal at 6.5 feet	6.5										Piezometer Installed Upon Completion

Sample Type

 SS - Driven Split Spoon
 ST - Pressed Shelby Tube
 CA - Continuous Flight Auger
 RC - Rock Core
 CU - Cuttings
 CT - Continuous Tube

Depth to Groundwater

 Noted on Drilling Tools _____ ft.
 At Completion (in augers) DRY ft.
 At Completion (open hole) _____ ft.
 After 2 Wks hours DRY ft.
 After _____ hours _____ ft.
 Cave Depth _____ ft.

Boring Method

 HSA - Hollow Stem Augers
 CFA - Continuous Flight Augers
 DC - Driving Casing
 MD - Mud Drilling

Fax

 CLIENT CMW, INC.
 PROJECT NAME Idlehour Park Improvements
 PROJECT LOCATION 212 St. Ann Drive
Lexington, KY

 BORING # B-9
 JOB # _____
 DRAWN BY TA
 APPROVED BY MB

DRILLING and SAMPLING INFORMATION

 Date Started 10/18/13 Hammer Wt. 140 lbs.
 Date Completed 10/18/13 Hammer Drop 30 in.
 Drill Foreman GeoDrill Spoon Sampler OD 2 in.
 Inspector SP Rock Core Dia. 2 in.
 Boring Method HSA, AH Shelby Tube OD 3 in.

TEST DATA

SOIL CLASSIFICATION		Stratum Depth	Depth Scale	Sample No.	Sample Type	Sampler Graphics	Recovery %	Groundwater	Moisture Content	Standard Penetration Test N, Blows/6 inches	Total Photoionizable Vapors (ppm)	Remarks
SURFACE ELEVATION 989.6												
TOPSOIL		0.5										
FAT CLAY, orangish to yellowish brown and gray, stiff to very stiff, moist				1	SS					3-4-6		
				2	SS					2-4-7		
Very stiff at 7.0 feet			5									
				3	SS					7-11-11		
				4	SS					6-9-11		
ROCK-Augered		10.7	10									
Auger Refusal at 11 feet		11.0										Piezometer Installed Upon Completion

Sample Type

 SS - Driven Split Spoon
 ST - Pressed Shelby Tube
 CA - Continuous Flight Auger
 RC - Rock Core
 CU - Cuttings
 CT - Continuous Tube

Depth to Groundwater

 Ⓢ Noted on Drilling Tools _____ ft.
 ⊕ At Completion (in augers) DRY ft.
 ⊕ At Completion (open hole) _____ ft.
 ∇ After 2 Wks hours 7.1 ft.
 ∇ After _____ hours _____ ft.
 Ⓜ Cave Depth _____ ft.

Boring Method

 HSA - Hollow Stem Augers
 CFA - Continuous Flight Augers
 DC - Driving Casing
 MD - Mud Drilling

Fax

 CLIENT CMW, INC.
 PROJECT NAME Idlehour Park Improvements
 PROJECT LOCATION 212 St. Ann Drive
Lexington, KY

 BORING # B-10
 JOB # _____
 DRAWN BY TA
 APPROVED BY MB

DRILLING and SAMPLING INFORMATION

 Date Started 10/18/13 Hammer Wt. 140 lbs.
 Date Completed 10/18/13 Hammer Drop 30 in.
 Drill Foreman GeoDrill Spoon Sampler OD 2 in.
 Inspector SP Rock Core Dia. 2 in.
 Boring Method HSA, AH Shelby Tube OD 3 in.

TEST DATA

SOIL CLASSIFICATION	Stratum Depth	Depth Scale	Sample No.	Sample Type Sampler Graphics Recovery Graphics	Recovery %	Groundwater	Moisture Content	Standard Penetration Test N, Blows/6 inches	Total Photoionizable Vapors (ppm)	Remarks
SURFACE ELEVATION 988.3										
TOPSOIL	0.5									
FAT CLAY, orangish to yellowish brown and gray, stiff to very stiff, moist			1	SS				3-4-4		
Very stiff at 3.5 feet			2	SS				5-7-15		
		5								
			3	SS				11-12-14		
	9.7		4	SS				5-50/2"		
ROCK-Augered	10.9	10								
Auger Refusal at 10.9 feet										

Sample Type

 SS - Driven Split Spoon
 ST - Pressed Shelby Tube
 CA - Continuous Flight Auger
 RC - Rock Core
 CU - Cuttings
 CT - Continuous Tube

Depth to Groundwater

 Noted on Drilling Tools _____ ft.
 At Completion (in augers) DRY ft.
 At Completion (open hole) _____ ft.
 After _____ hours _____ ft.
 After _____ hours _____ ft.
 Cave Depth _____ ft.

Boring Method

 HSA - Hollow Stem Augers
 CFA - Continuous Flight Augers
 DC - Driving Casing
 MD - Mud Drilling

Fax

 CLIENT CMW, INC.
 PROJECT NAME Idlehour Park Improvements
 PROJECT LOCATION 212 St. Ann Drive
Lexington, KY

 BORING # B-11
 JOB # _____
 DRAWN BY TA
 APPROVED BY MB

DRILLING and SAMPLING INFORMATION

 Date Started 10/18/13 Hammer Wt. 140 lbs.
 Date Completed 10/18/13 Hammer Drop 30 in.
 Drill Foreman GeoDrill Spoon Sampler OD 2 in.
 Inspector SP Rock Core Dia. 2 in.
 Boring Method HSA, AH Shelby Tube OD 3 in.

TEST DATA

SOIL CLASSIFICATION	Stratum Depth	Depth Scale	Sample No.	Sample Type Sampler Graphics Recovery Graphics	Recovery %	Groundwater	Moisture Content	Standard Penetration Test N, Blows/6 inches	Total Photoionizable Vapors (ppm)	Remarks
SURFACE ELEVATION 981.6										
TOPSOIL	0.5									
FAT CLAY, orangish to yellowish brown and gray, stiff, moist			1	SS		4		5-7-6		
			2	SS				3-5-7		
		5								
			3	SS				4-50/4"		
ROCK-Augered	7.8									
Auger Refusal at 9.3 feet	9.3									Piezometer Installed Upon Completion

Sample Type

 SS - Driven Split Spoon
 ST - Pressed Shelby Tube
 CA - Continuous Flight Auger
 RC - Rock Core
 CU - Cuttings
 CT - Continuous Tube

Depth to Groundwater

 ☞ Noted on Drilling Tools _____ ft.
 ± At Completion (in augers) **DRY** ft.
 ☉ At Completion (open hole) _____ ft.
 ∇ After **2 Wks** hours **2.0** ft.
 ∇ After _____ hours _____ ft.
 ☒ Cave Depth _____ ft.

Boring Method

 HSA - Hollow Stem Augers
 CFA - Continuous Flight Augers
 DC - Driving Casing
 MD - Mud Drilling

Fax

 CLIENT CMW, INC.
 PROJECT NAME Idlehour Park Improvements
 PROJECT LOCATION 212 St. Ann Drive
Lexington, KY

 BORING # B-12
 JOB # _____
 DRAWN BY TA
 APPROVED BY MB

DRILLING and SAMPLING INFORMATION

 Date Started 10/18/13 Hammer Wt. 140 lbs.
 Date Completed 10/18/13 Hammer Drop 30 in.
 Drill Foreman GeoDrill Spoon Sampler OD 2 in.
 Inspector SP Rock Core Dia. 2 in.
 Boring Method HSA, AH Shelby Tube OD 3 in.

TEST DATA

SOIL CLASSIFICATION	Stratum Depth	Depth Scale	Sample No.	Sample Type	Sampler Graphics	Recovery %	Groundwater	Moisture Content	Standard Penetration Test N ₆₀ Blows/ft	Total Photoionizable Vapors (ppm)	Remarks
SURFACE ELEVATION 980.3											
TOPSOIL	0.5										
FAT CLAY, orangish to yellowish brown and gray, stiff, moist			1	SS					8-7-7		
			2	SS					6-6-9		
Wet and contains weathered limestone fragments at 4.1 feet		5									
			3	SS					17-30-50/1'		
Auger Refusal at 8.9 feet	8.9										

Sample Type

 SS - Driven Split Spoon
 ST - Pressed Shelby Tube
 CA - Continuous Flight Auger
 RC - Rock Core
 CU - Cuttings
 CT - Continuous Tube

Depth to Groundwater

 Noted on Drilling Tools 4.1 ft.
 At Completion (in augers) _____ ft.
 At Completion (open hole) _____ ft.
 After _____ hours _____ ft.
 After _____ hours _____ ft.
 Cave Depth _____ ft.

Boring Method

 HSA - Hollow Stem Augers
 CFA - Continuous Flight Augers
 DC - Driving Casing
 MD - Mud Drilling

Fax

CLIENT CMW, INC. BORING # B-13
 PROJECT NAME Idlehour Park Improvements JOB # _____
 PROJECT LOCATION 212 St. Ann Drive DRAWN BY TA
Lexington, KY APPROVED BY MB

DRILLING and SAMPLING INFORMATION

TEST DATA

Date Started 10/18/13 Hammer Wt. 140 lbs.
 Date Completed 10/18/13 Hammer Drop 30 in.
 Drill Foreman GeoDrill Spoon Sampler OD 2 in.
 Inspector SP Rock Core Dia. 2 in.
 Boring Method HSA, AH Shelby Tube OD 3 in.

SOIL CLASSIFICATION	Stratum Depth	Depth Scale	Sample No.	Sample Type Sampler Graphics Recovery Graphics	Recovery %	Groundwater	Moisture Content	Standard Penetration Test N ₆₀ Blows/ft	Total Photoionizable Vapors (ppm)	Remarks
SURFACE ELEVATION 979.2										
TOPSOIL	0.6									
LEAN CLAY, brown and gray, firm to stiff, moist to very moist		1	1	SS				3-2-3		
		2	2	SS				2-4-3		
		5								
Stiff at 7.0 feet		3	3	SS				4-7-9		
ROCK-Augered	8.8									
Auger Refusal at 9.9 feet	9.9									

Sample Type

SS - Driven Split Spoon
 ST - Pressed Shelby Tube
 CA - Continuous Flight Auger
 RC - Rock Core
 CU - Cuttings
 CT - Continuous Tube

Depth to Groundwater

⊕ Noted on Drilling Tools _____ ft.
 ⊕ At Completion (in augers) DRY ft.
 ⊕ At Completion (open hole) _____ ft.
 ∇ After _____ hours _____ ft.
 ∇ After _____ hours _____ ft.
 ⊕ Cave Depth _____ ft.

Boring Method

HSA - Hollow Stem Augers
 CFA - Continuous Flight Augers
 DC - Driving Casing
 MD - Mud Drilling



TEST BORING LOG

Fax

CLIENT CMW, INC.
 PROJECT NAME Idlehour Park Improvements
 PROJECT LOCATION 212 St. Ann Drive
Lexington, KY

BORING # B-14
 JOB # _____
 DRAWN BY TA
 APPROVED BY MB

DRILLING and SAMPLING INFORMATION

TEST DATA

Date Started 10/18/13 Hammer Wt. 140 lbs.
 Date Completed 10/18/13 Hammer Drop 30 in.
 Drill Foreman GeoDrill Spoon Sampler OD 2 in.
 Inspector SP Rock Core Dia. 2 in.
 Boring Method HSA, AH Shelby Tube OD 3 in.

SOIL CLASSIFICATION	Stratum Depth	Depth Scale	Sample No.	Sample Type	Sampler Graphics	Recovery %	Groundwater	Moisture Content	Standard Penetration Test N, Blows/6 inches	Total Photoionizable Vapors (ppm)	Remarks
SURFACE ELEVATION 980.5											
TOPSOIL	0.4										
FAT CLAY, orangish to yellowish brown and gray, stiff, moist to very moist			1	SS					3-5-6		
Firm at 3.5 feet			2	SS					3-3-3		
Stiff at 7.0 feet		5									
			3	SS					3-4-6		
	9.3										
ROCK-Augered	10.1	10									
Auger Refusal at 10.1 feet											

Sample Type

- SS - Driven Split Spoon
- ST - Pressed Shelby Tube
- CA - Continuous Flight Auger
- RC - Rock Core
- CU - Cuttings
- CT - Continuous Tube

Depth to Groundwater

- Noted on Drilling Tools _____ ft.
- ± At Completion (in augers) DRY ft.
- ⊗ At Completion (open hole) _____ ft.
- ∇ After _____ hours _____ ft.
- ∇ After _____ hours _____ ft.
- ⊠ Cave Depth _____ ft.

Boring Method

- HSA - Hollow Stem Augers
- CFA - Continuous Flight Augers
- DC - Driving Casing
- MD - Mud Drilling

Fax

CLIENT	CMW, INC.	BORING #	B-15
PROJECT NAME	Idlehour Park Improvements	JOB #	
PROJECT LOCATION	212 St. Ann Drive Lexington, KY	DRAWN BY	TA
		APPROVED BY	MB

DRILLING and SAMPLING INFORMATION

TEST DATA

Date Started	10/17/13	Hammer Wt.	140 lbs.
Date Completed	10/17/18	Hammer Drop	30 in.
Drill Foreman	GeoDrill	Spoon Sampler OD	2 in.
Inspector	MB	Rock Core Dia.	2 in.
Boring Method	HSA, AH	Shelby Tube OD	3 in.

SOIL CLASSIFICATION	Stratum Depth	Depth Scale	Sample No.	Sample Type Sampler Graphics Recovery Graphics	Recovery %	Groundwater	Moisture Content	Standard Penetration Test N, Blows/6 inches	Total Photoionizable Vapors (ppm)	Remarks
SURFACE ELEVATION 979.2										
TOPSOIL	0.3									
FILL, FAT CLAY, brown and gray, soft, very moist, contains limestone gravel				SS				2-1-2		
FAT CLAY, orangish to yellowish brown and gray, firm, moist to very moist	3.5			SS				2-3-3		
		5		SS				2-3-4		
				SS				7-50/4"		
ROCK-Augered	9.9									
Auger Refusal at 10.8 feet	10.8									

Sample Type
 SS - Driven Split Spoon
 ST - Pressed Shelby Tube
 CA - Continuous Flight Auger
 RC - Rock Core
 CU - Cuttings
 CT - Continuous Tube

Depth to Groundwater
 ⚙ Noted on Drilling Tools _____ ft.
 ⚙ At Completion (in augers) **DRY** ft.
 ⚙ At Completion (open hole) _____ ft.
 ⚙ After _____ hours _____ ft.
 ⚙ After _____ hours _____ ft.
 ⚙ Cave Depth _____ ft.

Boring Method
 HSA - Hollow Stem Augers
 CFA - Continuous Flight Augers
 DC - Driving Casing
 MD - Mud Drilling



TEST BORING LOG

Fax

CLIENT CMW, INC.
 PROJECT NAME Idlehour Park Improvements
 PROJECT LOCATION 212 St. Ann Drive
Lexington, KY

BORING # B-16
 JOB # _____
 DRAWN BY TA
 APPROVED BY MB

DRILLING and SAMPLING INFORMATION

TEST DATA

Date Started 10/17/13 Hammer Wt. 140 lbs.
 Date Completed 10/17/13 Hammer Drop 30 in.
 Drill Foreman GeoDrill Spoon Sampler OD 2 in.
 Inspector MB Rock Core Dia. 2 in.
 Boring Method HSA, AH Shelby Tube OD 3 in.

SOIL CLASSIFICATION	Stratum Depth	Depth Scale	Sample No.	Sample Type	Sampler Graphics	Recovery %	Groundwater	Moisture Content	Standard Penetration Test N, Blows/6 inches	Total Photoionizable Vapors (ppm)	Remarks
SURFACE ELEVATION 982.3											
TOPSOIL	0.3										
FILL, limestone gravel, moist			1	SS					0-0-1		
FAT CLAY, brown and gray, stiff, very moist	2.5										
gray and wet at 5.0 feet			2	SS					4-4-5		
			3	SS					13-5-6		
			4	SS					2-4-50/3"		
ROCK-Augered	9.3										
Auger Refusal at 12.1 feet	12.1										

- | | | |
|---|--|---|
| <p><u>Sample Type</u></p> <p>SS - Driven Split Spoon
 ST - Pressed Shelby Tube
 CA - Continuous Flight Auger
 RC - Rock Core
 CU - Cuttings
 CT - Continuous Tube</p> | <p><u>Depth to Groundwater</u></p> <p> Noted on Drilling Tools _____ ft.
 At Completion (in augers) <u>DRY</u> ft.
 At Completion (open hole) _____ ft.
 After _____ hours _____ ft.
 After _____ hours _____ ft.
 Cave Depth _____ ft.</p> | <p><u>Boring Method</u></p> <p>HSA - Hollow Stem Augers
 CFA - Continuous Flight Augers
 DC - Driving Casing
 MD - Mud Drilling</p> |
|---|--|---|

Fax

 CLIENT CMW, INC. BORING # B-17
 PROJECT NAME Idlehour Park Improvements JOB # _____
 PROJECT LOCATION 212 St. Ann Drive DRAWN BY TA
Lexington, KY APPROVED BY MB

DRILLING and SAMPLING INFORMATION

 Date Started 10/17/13 Hammer Wt. 140 lbs.
 Date Completed 10/17/13 Hammer Drop 30 in.
 Drill Foreman GeoDrill Spoon Sampler OD 2 in.
 Inspector MB Rock Core Dia. 2 in.
 Boring Method HSA, AH Shelby Tube OD 3 in.

TEST DATA

SOIL CLASSIFICATION	Stratum Depth	Depth Scale	Sample No.	Sample Type Sampler Graphics Recovery Graphics	Recovery %	Groundwater	Moisture Content	Standard Penetration Test N, Blows/6 inches	Total Photoionizable Vapors (ppm)	Remarks
SURFACE ELEVATION 983.4										
TOPSOIL	0.3									
FILL, FAT CLAY, orangish to yellowish brown and gray, very stiff, moist, contains crushed asphalt and limestone gravel			1	SS		▽		20-9-14		
			2	SS				14-10-8		
FAT CLAY, orangish to yellowish brown and gray, firm, moist to very moist	5.0	5								
			3	SS				2-2-3		
LIMESTONE and SHALE, weathered	9.0									
Auger Refusal at 9.8 feet	9.8		4	SS				50/3"		Piezometer Installed

Sample Type

 SS - Driven Split Spoon
 ST - Pressed Shelby Tube
 CA - Continuous Flight Auger
 RC - Rock Core
 CU - Cuttings
 CT - Continuous Tube

Depth to Groundwater

 ⚙ Noted on Drilling Tools _____ ft.
 ⚙ At Completion (in augers) DRY ft.
 ⚙ At Completion (open hole) _____ ft.
 ▽ After 2 Wks hours 0.9 ft.
 ▽ After _____ hours _____ ft.
 ⚙ Cave Depth _____ ft.

Boring Method

 HSA - Hollow Stem Augers
 CFA - Continuous Flight Augers
 DC - Driving Casing
 MD - Mud Drilling



TEST BORING LOG

Fax

CLIENT CMW, INC. BORING # S-1
 PROJECT NAME Idlehour Park Improvements JOB # _____
 PROJECT LOCATION 212 St. Ann Drive DRAWN BY TA
Lexington, KY APPROVED BY MB

DRILLING and SAMPLING INFORMATION

TEST DATA

Date Started 10/18/19 Hammer Wt. 140 lbs.
 Date Completed 10/18/19 Hammer Drop 30 in.
 Drill Foreman GeoDrill Spoon Sampler OD 2 in.
 Inspector SP Rock Core Dia. 2 in.
 Boring Method HSA, AH Shelby Tube OD 3 in.

SOIL CLASSIFICATION	Stratum Depth	Depth Scale	Sample No.	Sample Type	Recovery %	Groundwater	Moisture Content	Standard Penetration Test N, Blows/6 inches	Total Photoionizable Vapors (ppm)	Remarks
SURFACE ELEVATION 994.3										
SOIL										Rock Sounding
ROCK-Augered	9.1									
Auger Refusal at 9.3 feet	9.3									

Sample Type

- SS - Driven Split Spoon
- ST - Pressed Shelby Tube
- CA - Continuous Flight Auger
- RC - Rock Core
- CU - Cuttings
- CT - Continuous Tube

Depth to Groundwater

- ☉ Noted on Drilling Tools _____ ft.
- ± At Completion (in augers) **DRY** ft.
- ⊗ At Completion (open hole) _____ ft.
- ∇ After _____ hours _____ ft.
- ∇ After _____ hours _____ ft.
- ⊗ Cave Depth _____ ft.

Boring Method

- HSA - Hollow Stem Augers
- CFA - Continuous Flight Augers
- DC - Driving Casing
- MD - Mud Drilling

Fax

 CLIENT CMW, INC.
 PROJECT NAME Idlehour Park Improvements
 PROJECT LOCATION 212 St. Ann Drive
Lexington, KY

 BORING # S-2
 JOB # _____
 DRAWN BY TA
 APPROVED BY MB

DRILLING and SAMPLING INFORMATION

TEST DATA

 Date Started 10/18/19 Hammer Wt. 140 lbs.
 Date Completed 10/18/19 Hammer Drop 30 in.
 Drill Foreman GeoDrill Spoon Sampler OD 2 in.
 Inspector SP Rock Core Dia. 2 in.
 Boring Method HSA, AH Shelby Tube OD 3 in.

SOIL CLASSIFICATION	Stratum Depth	Depth Scale	Sample No.	Sample Type	Sampler Graphics	Recovery %	Groundwater	Moisture Content	Standard Penetration Test N, Blows/6 inches	Total Photoionizable Vapors (ppm)	Remarks
SURFACE ELEVATION 995.1											
SOIL											
ROCK-Augered	4.3										Rock Sounding
Auger Refusal at 5.4 feet	5.4	5									

Sample Type

 SS - Driven Split Spoon
 ST - Pressed Shelby Tube
 CA - Continuous Flight Auger
 RC - Rock Core
 CU - Cuttings
 CT - Continuous Tube

Depth to Groundwater
 Noted on Drilling Tools _____ ft.
 At Completion (in augers) DRY ft.
 At Completion (open hole) _____ ft.
 After _____ hours _____ ft.
 After _____ hours _____ ft.
 Cave Depth _____ ft.

Boring Method

 HSA - Hollow Stem Augers
 CFA - Continuous Flight Augers
 DC - Driving Casing
 MD - Mud Drilling



TEST BORING LOG

Fax

CLIENT CMW, INC. BORING # S-3
 PROJECT NAME Idlehour Park Improvements JOB # _____
 PROJECT LOCATION 212 St. Ann Drive DRAWN BY TA
Lexington, KY APPROVED BY MB

DRILLING and SAMPLING INFORMATION

TEST DATA

Date Started 10/18/19 Hammer Wt. 140 lbs.
 Date Completed 10/18/19 Hammer Drop 30 in.
 Drill Foreman GeoDrill Spoon Sampler OD 2 in.
 Inspector SP Rock Core Dia. 2 in.
 Boring Method HSA, AH Shelby Tube OD 3 in.

SOIL CLASSIFICATION		Stratum Depth	Depth Scale	Sample No.	Sample Type	Sampler Graphics	Recovery %	Groundwater	Moisture Content	Standard Penetration Test N ₆₀ Blows/6 inches	Total Photoionizable Vapors (ppm)	Remarks
SURFACE ELEVATION 990.6												
SOIL												
ROCK-Augered		3.3										Rock Sounding
Auger Refusal at 4.3 feet		4.3										

Sample Type

- SS - Driven Split Spoon
- ST - Pressed Shelby Tube
- CA - Continuous Flight Auger
- RC - Rock Core
- CU - Cuttings
- CT - Continuous Tube

Depth to Groundwater

- ☉ Noted on Drilling Tools _____ ft.
- ± At Completion (in augers) DRY ft.
- ☒ At Completion (open hole) _____ ft.
- ∇ After _____ hours _____ ft.
- ▼ After _____ hours _____ ft.
- ☒ Cave Depth _____ ft.

Boring Method

- HSA - Hollow Stem Augers
- CFA - Continuous Flight Augers
- DC - Driving Casing
- MD - Mud Drilling

Fax

CLIENT <u>CMW, INC.</u>	BORING # <u>S-4</u>
PROJECT NAME <u>Idlehour Park Improvements</u>	JOB # _____
PROJECT LOCATION <u>212 St. Ann Drive</u> <u>Lexington, KY</u>	DRAWN BY <u>TA</u>
	APPROVED BY <u>MB</u>

DRILLING and SAMPLING INFORMATION

Date Started <u>10/18/19</u>	Hammer Wt. <u>140</u> lbs.
Date Completed <u>10/18/19</u>	Hammer Drop <u>30</u> in.
Drill Foreman <u>GeoDrill</u>	Spoon Sampler OD <u>2</u> in.
Inspector <u>SP</u>	Rock Core Dia. <u>2</u> in.
Boring Method <u>HSA, AH</u>	Shelby Tube OD <u>3</u> in.

TEST DATA

SOIL CLASSIFICATION	Stratum Depth	Depth Scale	Sample No.	Sample Type Sampler Graphics Recovery Graphics	Recovery %	Groundwater	Moisture Content	Standard Penetration Test N ₆₀ Blows/6 inches	Total Photoionizable Vapors (ppm)	Remarks
SURFACE ELEVATION 995.2										
SOIL										Rock Sounding
		5								
		8.8								
ROCK-Augered		10								
		11.4								
Auger Refusal at 11.4 feet										

Sample Type

SS - Driven Split Spoon
 ST - Pressed Shelby Tube
 CA - Continuous Flight Auger
 RC - Rock Core
 CU - Cuttings
 CT - Continuous Tube

Depth to Groundwater

Noted on Drilling Tools _____ ft.
 At Completion (in augers) DRY ft.
 At Completion (open hole) _____ ft.
 After _____ hours _____ ft.
 After _____ hours _____ ft.
 Cave Depth _____ ft.

Boring Method

HSA - Hollow Stem Augers
 CFA - Continuous Flight Augers
 DC - Driving Casing
 MD - Mud Drilling



TEST BORING LOG

Fax

CLIENT CMW, INC.
 PROJECT NAME Idlehour Park Improvements
 PROJECT LOCATION 212 St. Ann Drive
Lexington, KY

BORING # S-5
 JOB # _____
 DRAWN BY TA
 APPROVED BY MB

DRILLING and SAMPLING INFORMATION

TEST DATA

Date Started 10/18/19 Hammer Wt. 140 lbs.
 Date Completed 10/18/19 Hammer Drop 30 in.
 Drill Foreman GeoDrill Spoon Sampler OD 2 in.
 Inspector SP Rock Core Dia. 2 in.
 Boring Method HSA, AH Shelby Tube OD 3 in.

SOIL CLASSIFICATION	Stratum Depth	Depth Scale	Sample No.	Sample Type	Sampler Graphics	Recovery %	Groundwater	Moisture Content	Standard Penetration Test N. Blows/6 inches	Total Photoionizable Vapors (ppm)	Remarks
SURFACE ELEVATION 933.4											
SOIL											
		5									
		9.2									
ROCK-Augered		10.4	10								Rock Sounding
Auger Refusal at 10.4 feet											

Sample Type

- SS - Driven Split Spoon
- ST - Pressed Shelby Tube
- CA - Continuous Flight Auger
- RC - Rock Core
- CU - Cuttings
- CT - Continuous Tube

Depth to Groundwater

- ☉ Noted on Drilling Tools _____ ft.
- ± At Completion (in augers) DRY ft.
- ⊖ At Completion (open hole) _____ ft.
- ∇ After _____ hours _____ ft.
- ∇ After _____ hours _____ ft.
- ⊠ Cave Depth _____ ft.

Boring Method

- HSA - Hollow Stem Augers
- CFA - Continuous Flight Augers
- DC - Driving Casing
- MD - Mud Drilling

Fax

CLIENT CMW, INC.
 PROJECT NAME Idlehour Park Improvements
 PROJECT LOCATION 212 St. Ann Drive
Lexington, KY

BORING # S-6
 JOB # _____
 DRAWN BY TA
 APPROVED BY MB

DRILLING and SAMPLING INFORMATION

TEST DATA

Date Started 10/18/19 Hammer Wt. 140 lbs.
 Date Completed 10/18/19 Hammer Drop 30 in.
 Drill Foreman GeoDrill Spoon Sampler OD 2 in.
 Inspector SP Rock Core Dia. 2 in.
 Boring Method HSA, AH Shelby Tube OD 3 in.

SOIL CLASSIFICATION	Stratum Depth	Depth Scale	Sample No.	Sample Type Sampler Graphics Recovery Graphics	Recovery %	Groundwater	Moisture Content	Standard Penetration Test N ₆₀ Blows/6 inches	Total Photoionizable Vapors (ppm)	Remarks
SURFACE ELEVATION 983.7										
SOIL		5								Rock Sounding
ROCK-Augered	9.1	9.8								
Auger Refusal at 9.8 feet										

Sample Type

- SS - Driven Split Spoon
- ST - Pressed Shelby Tube
- CA - Continuous Flight Auger
- RC - Rock Core
- CU - Cuttings
- CT - Continuous Tube

Depth to Groundwater

- ☞ Noted on Drilling Tools _____ ft.
- ☞ At Completion (in augers) DRY ft.
- ☞ At Completion (open hole) _____ ft.
- ☞ After _____ hours _____ ft.
- ☞ After _____ hours _____ ft.
- ☞ Cave Depth _____ ft.

Boring Method

- HSA - Hollow Stem Augers
- CFA - Continuous Flight Augers
- DC - Driving Casing
- MD - Mud Drilling



Fax

CLIENT CMW, INC. BORING # S-7
 PROJECT NAME Idlehour Park Improvements JOB # _____
 PROJECT LOCATION 212 St. Ann Drive DRAWN BY TA
Lexington, KY APPROVED BY MB

DRILLING and SAMPLING INFORMATION

TEST DATA

Date Started 10/18/19 Hammer Wt. 140 lbs.
 Date Completed 10/18/19 Hammer Drop 30 in.
 Drill Foreman GeoDrill Spoon Sampler OD 2 in.
 Inspector SP Rock Core Dia. 2 in.
 Boring Method HSA, AH Shelby Tube OD 3 in.

SOIL CLASSIFICATION	Stratum Depth	Depth Scale	Sample No.	Sample Type	Sampler Graphics Recovery Graphics	Recovery %	Groundwater	Moisture Content	Standard Penetration Test N, Blows/6 inches	Total Photoionizable Vapors (ppm)	Remarks
SURFACE ELEVATION 982.2											
SOIL											Rock Sounding
ROCK-Augered	5.0	5									
Auger Refusal at 6.3 feet	6.3										

Sample Type

- SS - Driven Split Spoon
- ST - Pressed Shelby Tube
- CA - Continuous Flight Auger
- RC - Rock Core
- CU - Cuttings
- CT - Continuous Tube

Depth to Groundwater

- ☉ Noted on Drilling Tools _____ ft.
- ⊕ At Completion (in augers) DRY ft.
- ⊗ At Completion (open hole) _____ ft.
- ∇ After _____ hours _____ ft.
- ∇ After _____ hours _____ ft.
- ⊗ Cave Depth _____ ft.

Boring Method

- HSA - Hollow Stem Augers
- CFA - Continuous Flight Augers
- DC - Driving Casing
- MD - Mud Drilling

Fax

 CLIENT CMW, INC.
 PROJECT NAME Idlehour Park Improvements
 PROJECT LOCATION 212 St. Ann Drive
Lexington, KY

 BORING # S-8
 JOB # _____
 DRAWN BY TA
 APPROVED BY MB

DRILLING and SAMPLING INFORMATION

 Date Started 10/18/19 Hammer Wt. 140 lbs.
 Date Completed 10/18/19 Hammer Drop 30 in.
 Drill Foreman GeoDrill Spoon Sampler OD 2 in.
 Inspector SP Rock Core Dia. 2 in.
 Boring Method HSA, AH Shelby Tube OD 3 in.

TEST DATA

SOIL CLASSIFICATION	Stratum Depth	Depth Scale	Sample No.	Sample Type Sampler Graphics Recovery Graphics	Recovery %	Groundwater	Moisture Content	Standard Penetration Test N. Blows/6 inches	Total Photoionizable Vapors (ppm)	Remarks
SURFACE ELEVATION 980.7										
SOIL										
		5								
		10								
		12.8								
ROCK-Augered		13.4								Rock Sounding
Auger Refusal at 13.4 feet										

Sample Type

 SS - Driven Split Spoon
 ST - Pressed Shelby Tube
 CA - Continuous Flight Auger
 RC - Rock Core
 CU - Cuttings
 CT - Continuous Tube

Depth to Groundwater

 ☉ Noted on Drilling Tools _____ ft.
 ⚓ At Completion (in augers) DRY ft.
 ☉ At Completion (open hole) _____ ft.
 ⚓ After _____ hours _____ ft.
 ⚓ After _____ hours _____ ft.
 ⚓ Cave Depth _____ ft.

Boring Method

 HSA - Hollow Stem Augers
 CFA - Continuous Flight Augers
 DC - Driving Casing
 MD - Mud Drilling

FIELD TESTING PROCEDURES

Field Operations: The general field procedures employed by ATC Associates, Inc., (ATC) are summarized in ASTM D420 which is entitled *Investigating and Sampling Soils and Rocks for Engineering Purposes*. This recommended practice lists recognized methods for determining soil and rock distribution and ground water conditions. These methods include geophysical and in situ methods as well as borings.

Borings are drilled to obtain subsurface samples using one of several alternative techniques depending upon the subsurface conditions. These techniques are:

- a. Continuous 2½ or 3¼ inch inside diameter (I.D.) hollow stem augers;
- b. Wash borings using roller cone or drag bits (using drilling mud or water);
- c. Continuous flight augers (ASTM D1425).

These drilling methods are not capable of penetrating through material designated as "refusal materials." Refusal, thus indicated, may result from hard cemented soil, soft weathered rock, coarse gravel or boulders, thin rock seams, or the upper surface of sound continuous rock. Core drilling procedures are required to determine the character and continuity of refusal materials.

The subsurface conditions encountered during drilling are reported on a field test boring record by the chief driller. The record contains information concerning the boring method, samples attempted and recovered, indications of the presence of various materials such as coarse gravel, cobbles, etc., and observations between samples. Therefore, these boring records contain both factual and interpretive information. The field boring records are on file in our office.

The soil and rock samples plus the field boring records are reviewed by a geotechnical engineer. The engineer classifies the soils in general accordance with the procedures outlined in ASTM D2488 and prepares the final boring records which are the basis for all evaluations and recommendations.

The final boring records represent our interpretation of the contents of the field records based on the results of the engineering examinations and tests of the field samples. These records depict subsurface conditions at the specific locations and at the particular time when drilled. Soil conditions at other locations may differ from conditions occurring at these boring locations. Also, the passage of time may result in a change in the subsurface soil and ground water conditions at these boring locations. The lines designating the interface between soil or refusal materials on the records and on profiles represent approximate boundaries. The transition between materials may be gradual. The final boring records are included with this report.

The detailed data collection methods used during this exploration are discussed below.

Soil Test Borings: Soil test borings were made at the site at locations shown on the attached Boring Location Plan. Soil sampling and penetration testing were performed in accordance with ASTM D1586.

At regular intervals, soil samples obtained with a standard 1.4 inch I.D., 2 inch outside diameter (O.D.), split tube sampler. The sampler was first seated 6 inches to penetrate any loose cuttings, then driven an additional foot with blows of a 140-pound hammer free falling 30 inches. The number of hammer blows required to drive the sampler the final foot was recorded and is designated the

FIELD TESTING PROCEDURES (continued)

"penetration resistance." The penetration resistance, when properly evaluated, is an index to the soil strength and foundation supporting capability.

Representative portions of the soil samples, thus obtained, were placed in glass jars and transported to the laboratory. In the laboratory, the samples were examined to verify the driller's field classifications. Test Boring Records are attached which graphically show the soil descriptions and penetration resistances.

Undisturbed Sampling: Split tube samples are suitable for visual examination and classification tests but are not sufficiently intact for quantitative laboratory testing. For quantitative testing, relatively undisturbed samples are obtained by pushing sections of 3 inch O.D., 16 gauge, steel or brass tubing (Shelby tube) into the soil at the desired sampling levels. This procedure is described by ASTM D1587. Each tube, together with the encased soil, is carefully removed from the ground, made airtight and transported to the laboratory. Locations and depths of undisturbed samples are shown on the Test Boring Record.

Water Level Readings: Water table readings are normally taken in conjunction with borings and are recorded on the Test Boring Records. These readings indicate the approximate location of the hydrostatic water table at the time of our field investigation. Where impervious (more clayey) soils are encountered the amount of water seepage into the boring is small, and it is generally not possible to establish the location of the hydrostatic water table through water level readings. The ground water table may also be dependent upon the amount of precipitation at the site during a particular period of time. Fluctuations in the water table should be expected with variations in precipitation, surface run-off, evaporation and other factors.

The time of boring, water level reported on the boring records is determined by field crews as the drilling tools are advanced. The time of boring water level is detected by changes in the drilling rate, soil samples obtained, or by measurement after the drilling tools are withdrawn. Additional water table readings may be obtained after the borings are completed. A time lag of 24 hours may allow stabilization of the ground water table which has been disrupted by the drilling operations. The readings are taken by dropping a weighted line down the boring or using an electrical probe to detect the water level surface.

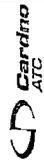
Occasionally, the borings will cave-in, preventing water level readings from being obtained or trapping drilling water above the caved-in zone. The cave-in depth is also measured and recorded on the boring records.

Borehole	Depth	Sample Type	Liquid Limit	Plastic Limit	Plasticity Index	Classification	Water Content (%)	Unconfined Compressive Strength (tsf)	Dry Density (pcf)	Wet Density (pcf)	Max. Dry Density (pcf)	Opt. Water Content (%)	CBR	Swell (%)	RQD	Percent Recovery	Cc	Cr	pH	
B-13	1.0	SS				CL	23.4													
B-13	3.5	SS	45	23	22	CL	27.3													
B-13	7.0	SS				CL	27.9													
B-4	1.0	SS				CH	17.4													
B-4	3.5	SS	72	28	44	CH	24.7													
B-4	7.0	SS				CH	22.0													

Summary of Laboratory Results

Client: CMW, INC.
 Project: Idlehour Park Improvements
 Location: 212 St. Ann Drive
 City, State: Lexington, KY
 Number: _____ Date: 10/31/2013

Cardno ATC
 11001 Bluegrass Parkway, Suite 250
 Louisville, KY 40299
 Telephone: (502) 722-1401
 Fax: (502) 267-4072



LABORATORY TESTING PROCEDURES

Soil Classification: Soil classifications provide a general guide to the engineering properties of various soil types and enable the engineer to apply past experience to current situations. In our explorations, samples obtained during drilling operations are examined in our laboratory and visually classified by an engineer. The soils are classified according to consistency (based on number of blows from standard penetration tests), color and texture. These classification descriptions are included on our Test Boring Records.

The classification system discussed above is primarily qualitative. A detailed soil classification requires two laboratory tests: grain size tests and plasticity tests. Using these test results the soil can be classified according to the AASHTO or Unified Classification Systems (ASTM D2487). Each of these classification systems and the in-place physical soil properties provide an index for estimating the soil's behavior. The soil classification and physical properties determined are presented in this report.

Soil Classification Tests

Atterberg Limits: Portions of the samples are taken for Atterberg limits testing to determine the plasticity characteristics of the soil. The plasticity index (PI) is the range of moisture content over which the soil deforms as a plastic material. It is bracketed by the liquid limit (LL) and the plastic limit (PL). The liquid limit is the moisture content at which the soil becomes sufficiently "wet" to flow as a heavy viscous fluid. The plastic limit is the lowest moisture content at which the soil is sufficiently plastic to be manually rolled into tiny threads. The liquid limit and plastic limit are determined in accordance with ASTM D4318.

Moisture Content: The Moisture Content is determined according to ASTM D2216.

Physical Soil Properties: The in-place physical properties are described by the specific gravity, wet unit weight, moisture content, dry unit weight, void ratio, and percent saturation of the soil. The specific gravity and moisture content are determined according to ASTM D854 and D2216, respectively. The wet unit weight is found by obtaining a known volume of the soil and dividing the wet sample weight by the known volume. The dry unit weight, void ratio and percent saturation are calculated values.

Strength Tests

Unconfined Compression Tests: The unconfined compression test is an unconsolidated-undrained triaxial shear test with no lateral confining pressure. This test is used to determine the shear strength of clayey soils. An unconfined compression test is performed according to ASTM D2166 on a single section of an undisturbed sample extruded from a sampling tube. The sample is trimmed to a length-to-diameter ratio of about 2 and placed in the testing device. Incrementally increasing vertical loads are applied until the sample fails. Test results are provided in the form of a stress-strain curve or a value representing the unconfined compressive strength of the sample.

PART IX -- TECHNICAL SPECIFICATIONS

02110 – Demolition

02300 – Earthwork

02310 – Finish Grading Conventional

02311 – Finish Grading Laser

02315 – Excavation

02316 - Backfill

02370 - Erosion Control and Water Quality

02630 – Storm Drainage

02740 – Asphalt Paving

02810 – Underground Irrigation System

02870 – Site Specialties

02920 – Seeding for Turf Establishment

09900 – Finishes and Paints

16000 – Electrical

DIVISION 2
SECTION 02110 - DEMOLITION

- Part 1—General
- Part 2—Materials
- Part 3 - Execution

PART 1—GENERAL

A. Scope

1. Owner will notify adjacent property owners, however, Contractor has responsibility for obtaining the required LFUCG demolition permit.
2. The Contractor shall be responsible for and pay all cost for removal, disconnection and capping of existing utilities and sewers. This includes but may not be limited to sanitary sewers, storm sewers, electric, gas and water.
3. Demolish and remove/dispose of the following:
 - a. One (1) 38' X 45' concrete slab and truss roof picnic shelter and attached 25' X 50' concrete block storage building.
 - b. Disconnect and cap water at a location to be determined by Owner
 - c. Obtain sewer plug permit and disconnect and cap the sanitary sewer line (contractor responsible for permit fee).
 - d. Maintain and keep open the storm sewer drain at the end of the shelter
 - e. Electrical service shall be terminated/removed by Owner prior to Contractor starting work
 - f. Four (4) tennis courts (25,500 sq. ft.)
 - g. Includes net poles, chain link fence (630 LF), asphalt and granular base
 - h. Basketball court (6,600 sq. ft. asphalt and granular base) and standards Concrete pad (75 sq. ft.) and concrete curb (375 LF). of playground curb, including all footers
 - i. Concrete sidewalk from playground to parking lot (1000 sq.ft.)
 - j. Concrete and steps at picnic shelter (100 sq. ft.)
 - k. Concrete sidewalk from asphalt trail to tennis courts (250 sq.ft.)
 - l. Asphalt parking lot and (HARDSCAPE?) (20,500 sq.ft.) off of St. Ann Drive
4. Site grading for construction
5. Turf establishment in areas not to receive further grading or construction.

B. Measure and Payment

1. All work done under this section shall be on lump sum basis and part of Base Bid #1.

C. Material Ownership

1. Except for any materials otherwise specified, demolished materials shall become the Contractor's property and shall be removed from the site with further disposition being at the Contractor's option.

D. Quality Assurance

1. 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.

2. 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.
3. Environmental Requirements:
 - a) Comply with governing EPA notification and regulations before starting demolition.
 - b) Comply with hauling and disposal regulations of authorities having jurisdiction.

E. Project Conditions

1. Building to be demolished is vacant and not in use.
2. Owner assumes no responsibility for actual condition of building to be demolished.
3. Hazardous substances: There are no known hazardous substances in the area to be demolished.
 - a. Selected Contractor shall have access to EPA Phase I Environmental Site Assessment as well as lead/asbestos testing performed within the building.
 - b. If any materials suspected of containing hazardous substances are encountered, do not disturb the materials - immediately notify the Owner.
 - c. Any subsequent removal of found hazardous substances shall be accomplished by the Owner in a timely manner.
 - d. If Contractor is unable to proceed, equitable adjustment of the contract time will be made.
4. No adjustments to the contract sum shall be made for idle equipment or personnel.

PART 2 – MATERIALS

A. Backfill

1. All fill material shall be per Section 02316 Backfill.
2. Top soil and fill to be inspected and approved by Parks & Recreation prior to installation.

PART 3 – EXECUTION

A. Preparation

1. Contractor is responsible for insuring safety of public during demolition (and construction) operations. Contractor shall provide and install temporary chain link fence around project site or propose other adequate measures approved by Owner, during the work and remove the fencing/other protective measures when project is complete.
2. Contractor is responsible for contacting KY 811 prior to demolition.
3. Parks & Recreation will provide approximate location of known private underground utilities with a minimum of 2 business days notice from the contractor.
4. Verify that all utilities have been disconnected and capped.

5. Survey existing conditions to determine the extent of the demolition.
6. Do not proceed with demolition until utility disconnection and sealing have been completed and verified to the Owner.

B. Demolition

1. During demolition, care is to be taken to avoid damage to utilities or other park features to remain.
2. Contractor shall ONLY access the site using the access road off New Circle Rd., across adjacent Home Depot and Southland Christian Church properties to the park. NO construction traffic shall access the park from St. Ann Dr. or through Home Depot and Southland Christian Church properties which exit to Richmond Rd.
3. Owner shall assume responsibility for road repairs when project is completed however Contractor shall minimize, to the extent possible, damage to the access road during demolition. Contractor may be asked to make repairs judged by the Owner to have been avoidable.
4. All heavy equipment and materials MUST be stored on park property.
5. Personal vehicles of Contractor's employees may be parked in designated area of Southland Christian Church's parking lot during work hours.
6. Work hours may be limited on Sunday mornings during worship services at adjacent church.
7. The use of explosives will NOT be permitted.
8. Conduct the demolition operation to prevent injury to people and damage to adjacent buildings and property.
9. Demolition of existing asphalt shall be done by milling and included in the base bid for demolition. **Millings shall be re-used on site for fill in any location except under the parking lot, paved trail and football field.**

C. 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.
2. The disposal site or facility must be approved in advance by the LFUCG and disposal documentation is required.
3. The Contractor will be responsible for payment of any fines associated with improper disposal of material removed from the project site.

C. Backfill

2. All disturbed areas to be backfilled to achieve proposed elevations shown on plans.

3. Areas not shown to have proposed elevation changes per the plans shall be backfilled to same elevation of nearest undisturbed grade while maintaining positive drainage. No ponding of water shall be permitted once soil settling occurs.
4. Areas shown on the plans to be lawn shall be brought up to 4" of proposed elevations with clay per Section 02316.
5. Areas to be lawn shall then receive a minimum of 4" topsoil per Section 02316.
6. Area to become football field shall be graded so that top layer is a minimum of 6" topsoil per Section 02316 at the elevations shown on the plans.
7. Area to become future parking shall NOT receive topsoil, but shall be backfilled with compacted clay and granular base per Section to reach proposed elevations shown on plans.

D. Cleanup

1. Site is to be left free of construction rubble on a daily basis or neatly stock piled on site.
2. Keep public streets swept clean of dirt, mud and rubble on a daily basis.

END OF SECTION

DIVISION 2

SECTION 02300 — 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 02310 – Finish Grading Conventional
- B. Section 02311 – Finish Grading Laser
- C. Section 02315 – Excavation
- D. Section 02316 - Backfill
- E. 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 field.

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. 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; rock as defined in unit price shall be verified and paid per the unit cost.
2. Perform excavation to lines and grades on the drawings.
3. Provide shoring, sheeting, and bracing to prevent caving, erosion, or gullyng 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. After excavation has been performed to the lines and grades shown on the drawings, the subgrade shall be inspected. Soft spots shall be removed at the direction of the Project Coordinator and backfilled with suitable material as specified herein. Proof-rolling with a loaded dump truck may be used if determined necessary by the Project Coordinator.
6. 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, subgrade fill material shall be compacted to not less than the following requirements:
 - a. Parking and paved trail: 98 percent of the maximum dry density as determined by the Standard Proctor moisture-density test, ASTM D698.
 - b. Football field: 95 percent of the maximum dry density as determined by the Standard Proctor moisture-density test, ASTM D698.
 - c. 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 stockpiled on the site for reuse.
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 either on-site or 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. Install and compact granular material to serve as a base for pavements as specified.

V. PROTECTION

- A. Be responsible for and maintain embankment areas until completion and final acceptance of the project by the Owner.
- B. 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 02300

DIVISION 2

SECTION 02310—FINISH GRADING Conventional

- Part 1—General
- Part 2—Products
- Part 3—Execution

PART 1—GENERAL

I. Work Included

- A. Work under this section includes all materials, labor, equipment, tools, and services to spread topsoil as previously stockpiled on the property or as required to be brought in to complete the project.

II. Related Work Specified Elsewhere

- A. Section 02300, Earthwork
- B. Section 02370, Erosion Control

III. Measure and Payment

- A. Payment shall be lump sum. If Owner requests and authorizes additional work, quantities shall be verified and paid for per unit costs included in this bid.

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 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. 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 deemed necessary, the Soils Engineer's and Testing Laboratory's fees will be paid by the Owner except when the Soils Engineer or Testing Laboratory personnel are notified by the Contractor that work will be in progress, and they (Soils Engineer or Testing Laboratory personnel) come to the job site and work is not in progress. In that case, the Contractor shall pay for the Soils Engineer's or Testing Laboratory personnel's time and mileage. Contractor shall pay for retesting as required.
- 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 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 shall be left undisturbed, insofar as possible, as shown on the drawings.

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

Contractor shall provide the services of a registered survey to lay out the graded area and check the grades during the progress of the work. Surveyor shall provide as-built drawing of finished site work in AutoCAD 2013 format. Parks and Recreation has a site survey of pre-construction conditions which can be provided to the successful bidder's surveyor to be used as the base of as-built drawing.

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 Contract and shall commence with the date of issuance of the Final Certificate for Payment.

PART 2—PRODUCTS

I. Materials

- A. Topsoil stripped and stored or previously spread in certain areas of the site shall be used for work of this section. Additional topsoil, if required, is to be supplied by the Contractor.
- B. Additional topsoil shall be surface soil with a known local capability of satisfactorily supporting lawn 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.

PART 3—EXECUTION

I. Grades

- A. Finish grades shall be the proposed final grades shown on the drawings. Lawns shall be finish graded 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 cultmulcher or approved equal.
- B. Topsoil to be spread to a minimum compacted depth of 6" on sports field(s) so that natural settlement and light rilling the completed work will conform to the lines, grades, and elevations shown on the drawings.
- C. Topsoil to be spread to a minimum compacted depth of 4" on lawn areas, or as much topsoil is available on site after sports field(s) minimums have been satisfied so that after natural settlement and light rilling the completed work will conform to the drainage patterns shown on the drawings.

- D. Finish grade shall allow for all swales to follow same drainage patterns shown on the plans.
 - E. 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.
 - F. 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 02311—FINISH GRADING LASER

- Part 1—General
- Part 2—Products
- Part 3—Execution

PART 1—GENERAL

I. Measure and Payment

- A. Work under this section includes providing all materials, labor, equipment, tools, and services to laser grade topsoil on new football field. 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 field.

II. Related Work Specified Elsewhere

- A. Section 02300 - Earthwork
- B. Section 02315 – Excavation
- C. Section 02316 – Backfill
- D. Section 02310 - Finish Grading Conventional
- E. Section 02370 - Erosion Control

III. Measure and Payment

- B. Payment shall be as per lump sum.

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.

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.
- 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 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.

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 subgrades (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 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.
5. Surveyor shall provide as-built drawing of finished site work in AutoCAD 2013 format.
6. Parks and Recreation has a site survey of pre-construction conditions which can be provided to the successful bidder's surveyor to be used as the base of as-built drawing.

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 Contract and shall commence with the date of issuance of the Final Certificate for Payment.

PART 2—PRODUCTS

I. Topsoil

- A. Topsoil stripped and stored or previously spread in certain areas of the site shall be used for work of this section. Additional topsoil, if required, shall be authorized by the Owner and supplied by the Contractor per the unit costs included in this Contract.
- B. 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.

PART 3—EXECUTION

I. Grades

- A. Finish grades shall be the proposed final grades shown on the drawings.
- B. Upon completion of the work, the Contractor shall leave the area in a neat and presentable condition acceptable to the Owner.

END OF SECTION

Idlehour Park Demolition and Football Field Construction

DIVISION 2

SECTION 02315 EXCAVATION

PART 1 - GENERAL

1.01 WORK INCLUDED

- A. Excavation and stockpiling on site of existing topsoil in areas to be raised in elevation.
- B. Construction of new football field and surrounding park area for site drainage.
- C. Excavation as required to construct new parking.

1.02 RELATED REQUIREMENTS

- A. Section 02110 – Site Demolition
Section 02300 – Earthwork
Section 02316 – Backfill
Section 02310 – Finish Grading Conventional
Section 02311 – Finish Grading Laser
Section 02370 – Erosion Control

1.03 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 costs included in this Contract.

1.04 PROTECTION

- A. If applicable, sheet and brace excavations as necessary to protect workmen and adjacent work. Comply with local regulations or, in the absence thereof, with the "Manual of Accident Prevention in Construction" of the Associated General Contractors of America, Inc. and current OSHA Standards.
- B. Notify Owner of unexpected subsurface conditions and discontinue affected work in area until notified to resume work.
- C. Contractor shall provide ample means and devices with which to intercept any water entering the excavation area.

PART 2 – PRODUCTS

2.01 MATERIALS

- A. Existing soils are described in the Geotechnical Report provided by the Owner for Contractor review prior to the bid. All removed soils shall be stockpiled on site to be evaluated for potential re-use on Project Site.
- B. If additional soils are required, Contractor shall borrow soils from other areas of the park indicated by the geotechnical report as having adequate soil in areas designated by Owner. Any soil disturbances necessary in order to borrow soils shall be protected with erosion control measures during removal. At the conclusion of the removal, the areas shall be graded to match the elevations of surrounding areas and to drain well at no less than 2% and seeded per specification.
- C. If there is not adequate soil on site to achieve prescribed grades, quantities required shall be agreed upon between Owner and Contractor and payment shall be calculated per the unit cost included in this Contract.

PART 3 - EXECUTION

3.01 PREPARATION

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Identify required lines, levels, contours, and datum.

3.02 EXCAVATION

3.03 REMOVAL OF WATER

- A. The Contractor, at his own expense, shall provide adequate facilities for promptly and continuously removing water from all excavation.
- B. To ensure proper conditions at all times during construction, the Contractor shall provide and maintain ample means and devices (including spare units kept ready for immediate use in case of breakdowns) with which to remove promptly and dispose properly of all water entering trenches and other excavations.
- C. All water pumped or drained from the Work shall be discharged through filter bags, stone checks, or other devices to prohibit the discharge of sediment to adjacent properties or stream. Additionally, water pumped or drained from the Work shall not interference with other work or cause damage to pavements, other surfaces, or property.

3.04 UNAUTHORIZED EXCAVATION

- A. Erroneous or unnecessary excavation shall be at no cost to the Owner.

3.05 EXISTING UTILITIES AND OTHER OBSTRUCTIONS

Prior to the commencement of construction on the project, the Contractor shall contact the utility companies whose lines, above and below ground, may be affected during construction and verify the locations of the utilities as shown on the plans. This includes the Division of Parks and Recreation who may have private utilities within the Project Site. All such lines or underground structures damaged or molested in the construction shall be replaced at the Contractor's expense, unless in the opinion of the Owner, such damage was caused through no fault of the Contractor.

END OF SECTION 02315

Idlehour Park Demolition and Football Field Construction

SECTION 02316 – BACKFILL

PART 1 - GENERAL

1.01 WORK INCLUDED

- A. Site backfilling.
- B. Compaction requirements.

1.02 RELATED WORK

- A. Section 02300 – Earthwork
Section 02315 – Excavation
Section 02310 – Finish Grading Conventional
Section 02311 – Finish Grading Laser
Section 02370 – Erosion Control

1.03 MEASURE AND PAYMENT

- A. Payment for all on site materials used for backfill shall be included in lump sum bid. Payment for imported materials shall be based on the unit costs included in this Contract. Owner and Contractor shall agree upon a Not to Exceed amount prior to any importation.

PART 2 - PRODUCTS

2.01 FILL MATERIALS

- A. On-site and/or imported soils to be used for backfill shall be of such nature that after it has been placed and properly compacted, it will make a dense, suitable fill. It shall not contain vegetation, masses of roots, stones over 3 inches in diameter or other organic or porous matter.
- B. On-site (millings) and imported granular material (gravel) to be used for backfill in parking and trail areas shall be of such nature that after it has been placed and properly compacted, it will make a dense, suitable fill. It shall not contain vegetation, masses of roots, stones over 3 inches in diameter, or other organic or porous matter.

PART 3 - EXECUTION

3.01 INSPECTION

- A. Verify site perimeter.
- B. Verify areas to be backfilled are free of unsuitable debris and water.

3.02 BACKFILLING - GENERAL

- A. Backfill shall be placed as necessary in order to reach the desired slopes and elevations shown on the plans.
- B. The Contractor shall keep the subgrade free from water or unacceptable materials after the fill operations have started. If standing water accumulates and pumping is required, Contractor shall refer to Section 02300.

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- C. Backfill systematically, as early as possible, to allow maximum time for natural settlement. Do not backfill over porous, wet, or spongy subgrade surfaces.
- D. Place and compact fill materials in continuous layers not exceeding 8 inches per lift.
- E. Maintain optimum moisture content of backfill material to attain suitable compaction. Material deposited that is too wet shall be removed or spread and permitted to dry, assisted by disking or blading, if necessary, until the moisture content is reduced.
- F. In areas to be returned to turf, top layer of backfill shall be a minimum of 4 inches compacted inorganic clayey soils free from deleterious debris or rocks larger than 3 inches.

3.04 TOLERANCES

- A. Subgrade on football field shall be sloped 2% to drain toward stream.
- B. Top surface of backfill shall not exceed 3:1 slope unless indicated on plans or approved in advance by Owner.
- C. 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.

3.05 FIELD QUALITY CONTROL

- A. If backfill materials do not meet specified requirements, Contractor shall bring to the attention of the Owner. Prior to backfill operations commencing, Contractor and Owner shall agree if stockpiled materials are suitable. If not, suitable inorganic clayey soil shall be imported not to exceed the amount agreed upon by Owner. Payment for import and placement of this soil shall be per the unit price included in this bid.

3.06 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.
- C. Soils Testing:
 - 1. Contractor shall be responsible for assuring all imported backfill/grading materials are suitable and capable of respective compaction/ability to support healthy turf growth. If material is questionable, Owner reserves the right to request testing to substantiate Contractor's claim at Contractor's expense. The exception shall be topsoil that is deficient in nutrients or not the proper pH and can reasonably be amended during work under Section 02920 Seeding for Turf Establishment.
 - 2. Unless otherwise indicated in a soils report for the project, fill material shall be compacted to not less than the following requirements
 - a) Parking lot and paved trail: 98 percent of the maximum dry density as determined by the Standard Proctor moisture-density test, ASTM D698.
 - b) Football field: 95 percent of the maximum dry density as determined by the Standard Proctor moisture-density test, ASTM D698.
 - c) Lawn Areas: 90 percent of the maximum dry density as determined by the Standard Proctor moisture-density test, ASTM D698.

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3. Owner will select, direct and be responsible for payment for a qualified soils testing laboratory/engineer to:
 - a) Observe the proof-rolling of areas where football field and parking lot 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.
 - b) Test in-place soil and filled and compacted areas. If these are not adequate to bear weights imposed, the Owner and Contractor will be advised. He/she will direct any corrective measures that are necessary.
 - c) The Soils Engineer's and Testing Laboratory's fees will be paid by the Owner except when the Soils Engineer or Testing Laboratory personnel are notified by Contractor that work will be in progress, and they (Soils Engineer or Laboratory personnel) come to job site and work is not in progress. In that case, the Contractor shall pay for Soils Engineer's or Laboratory personnel's time and mileage. Contractor shall pay for any additional fees associated with rescheduling sampling or testing.

- 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 pound (4.54-kg) Rammer and 18 inch (457mm) Drop.

END OF SECTION 02316

DIVISION 2
SECTION 02370 – EROSION CONTROL AND WATER QUALITY

- Part 1—General
- Part 2—Products
- Part 3—Execution

PART 1—GENERAL

I. Work Included

- A. Installation of erosion control devices as per local, state, and/or federal storm water pollution prevention requirements.
- B. Maintain such devices during the construction period.
- C. Maintain records regarding the installation.
- D. Removal of erosion control devices at the appropriate time when construction and seeding work is complete.

II. Related Work Specified Elsewhere

- A. Section 02300 – Earthwork
- B. Section 02310 – Finish Grading Conventional
- C. Section 02311 – Finish Grading Laser
- D. Section 02315 – Excavation
- E. Section 02316 – Backfill

III. Measure and Payment

- A. All erosion control measures are a part of the lump sum Base Bid #1. For additional requested measures beyond the original scope, payment shall be negotiated as per the unit costs included in this Contract.

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 charges 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 ½" 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

- A. Materials shall be as required by the governing agencies having jurisdiction and by the specifications. The more stringent shall apply.
- B. Construction Entrance per LFUCG Stormwater Manual section 11.4.6
- C. Silt Fence per LFUCG Stormwater Manual section 11.5.4
- D. Inlet Protection per LFUCG Stormwater Manual figure 11-23
- E. Tree Protection Fencing per detail on plan sheet
- F. Stormwater Inlet to be capped per Engineering Standard Drawing No. 108
- G. Erosion Control Matting – Western Excelsior's Excel SS-2 EBC or approved equal
- H. Rootwad Revetment – Per LFUCG Stormwater Manual figure 9-5

PART 3—EXECUTION

I. Installation

- A. Protect newly graded areas from erosion.
- B. Repair settlement and erosion that occurs prior to acceptance of work.

II. Maintenance and Repair

- A. Perform periodic maintenance on sediment fence to remove sediments, re-stake knocked-down fencing as necessary to protect downstream drainage systems from sediment.

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. Seed or otherwise landscape the areas to match those adjacent and in accordance with the drawings.
- C. Follow specifications for 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 02740 - ASPHALT PAVING

- 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: 1/4", +/-
 - Surface course: 1/4", +/-
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**
 - a. Establish and maintain the required lines and grades, including crown and cross-slope, for each course during construction operations.
3. **Traffic Control**
 - a. 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. TRAIL:

1. Aggregate Base: 6" No. 57 stone compacted in 2 lifts
2. 3" Compacted Class 1 binder course
3. 1 1/2" Compacted Class 1 surface course

B. PARKING:

1. Aggregate Base: 8" No. 57 stone compacted in 2 lifts
2. 4" Compacted Class 1 binder course
3. 2" Compacted Class 1 surface course

C. Wheel Stops

6' long concrete, Cloud AR-40, #228 or approved equal. Install with 12" long # 5 rebar

D. Concrete Header Curb

As per detail on drawings

E. Accessible Parking Sign

Standard

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.
 - d. Mix aggregate and asphalt cement to achieve 90-95% of coated particles for base mixtures and 85-90% of coated particles for surface mixtures.
5. **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**

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, steel-wheeled and pneumatic-tired rollers that reverse direction without backlash.
- 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.

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. Fence fabric is to be no less than 1/2 " and no more than 2" above finish grade of proposed asphalt surface.
6. **Pavement 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.

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. 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 Owners Representative.
2. **Apply Paint with Mechanical Equipment**
 - a. Provide uniform straight edges as indicated on plans.
 - b. Apply not less than two (2) separate coats in accordance with the manufacturer's recommended rates.

F. Cleaning and Protection

1. **Cleaning**

After completion of paving operations, clean surfaces and perimeter areas of excess spilled asphalt materials to the satisfaction of Owners Representative.
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.

NOTE: All equals to be submitted to for approval 48 hours prior to the bid opening.

END OF SECTION

DIVISION 2

SECTION 02630 — 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. Lawn Inlet
 - 2. Pipe
 - 3. End sections
 - 4. Headwall
- C. PERFORMANCE REQUIREMENTS**
Pipe joints must be silt tight
- D. SUBMITTALS**
Product Data for the following:
 - 1. Lawn Inlet
 - 2. Pipe
 - 3. End sections
 - 4. 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. MANUFACTURERS**
As specified or equal. If no manufacturer specified, meet minimum standard and requirements cited.
- B. LAWN INLET**
 - 1. LFUCG Engineering Manual Drawing No. 121 Type B
- C. 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

D. CONCRETE PIPE END SECTIONS

1. LFUCG Engineering Manual Drawing No. 153

E. Bedding

1. Gravel Backfill to be as per plans with Class 2 rip-rap outflow channel protection

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, nonpressure 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, nonpressure 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.

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 02810 - Underground Irrigation System

PART 1 GENERAL

I. DESCRIPTION OF WORK

A. General:

1. The extent of the football fields' irrigation as shown on the drawings.
2. Unless otherwise specified, the plans and specifications are intended to include everything obviously required and necessary for the proper installation and completion of the work, whether or not each necessary item is mentioned herein. The plans and specifications are intended to be cooperative and any item called for in one and not the other shall be binding as if called for in both.

B. The system shall provide 100% coverage and uniformly irrigate all areas and perform as required by these plans and specifications:

1. Provide an underground irrigation system as shown on the drawings and specifications and as required by these plans and specifications.
 - a. Automatic irrigation system including piping, fittings, sprinkler heads, control wire, quick coupler valves, controllers, and accessories.
 - b. Excavating and backfilling irrigation system work.
 - c. Testing and adjusting of system.
 - d. "As-Built" drawings.
2. All work required by the plans and specifications shall be accomplished by the Irrigation Contractor even though minor items required may not be specifically mentioned in the above listing.

C. Drawings: The system layout is diagrammatic. Exact locations of piping, sprinkler heads, valves, and other components may need to be modified by the Contractor in the field at time of installation to allow for actual on site conditions. Proper spacing of sprinkler heads will be required to obtain satisfactory coverage. Minor adjustments in the system layout will be permitted to clear fixed obstructions. Any major revisions to the irrigation system shall be submitted in writing to the owner for approval. The final system layout must be acceptable to the Owner. No part of the irrigation system shall be located within the floodway.

D. Verification of Plans and Specifications: It shall be the responsibility of the Irrigation Contractor to carefully examine the plans and specifications relating to this work for completeness, accuracy, and clarity. Any conflict, errors or clarifications request shall be immediately brought to the attention of the Owner for written interpretation or instructions. No claim for increased compensation for additions, changes, or alterations will be considered unless written authorization is granted by Owner's representative. Otherwise any additional materials and/or labor due to existing conditions shall be furnished under this contract.

E. Irrigation Contractor is responsible for obtaining all permits required for installation of this work.

III. QUALITY ASSURANCE

A. Manufacturing Qualifications:

Provide the football field irrigation system as a complete unit produced by acceptable manufacturers for all portions of the working equipment which includes heads, valves, controls and accessories.

B. Work and materials shall be in accordance with the latest rules, and other applicable state or local laws. Nothing in the contract documents is to be construed to permit work not conforming to these codes.

C. Contractors Qualifications: Bidding contractors shall have a minimum of five years experience in the construction of a job of similar size and complexity.

D. Requirements of regulatory agencies and utilities:

1. System shall comply with the latest requirements of all state and local codes and ordinances.
1. System shall comply with the latest rules and requirements by all utility companies involved.
2. Nothing in the contract documents is to be constructed to permit work not conforming to these rules, codes, and ordinances.

F. Electrical devices shall carry Underwriter's Laboratory labels.

G. Required pressure testing shall be the responsibility of the Contractor.

H. Materials, equipment, and methods of installation shall comply with the following codes and standards:

1. National Fire Protection Association (NFPA).
2. National Electric Code (NEC).
3. American Society for Testing and Materials (ASTM).
4. The Irrigation Association (IA).
5. American Water Works Association (AWWA).

IV. SUBMITTALS:

A. Manufacturer's Data: Submit copies of manufacturer's specifications and instructions for all manufactured materials and products if other than those specified herein.

B. Record Drawings: After completion of the work and before final acceptance, a set of scaled, reproducible record drawings and two sets of prints (OR single electronic copy in PDF format on a disc) showing the location of the complete work shall be submitted to the Owner. Final payment and any retainage will not be released until these drawings are submitted and accepted by the Owner.

V. WARRANTY:

A. The contractor shall furnish a manufacturer's written warranty to the effect that all heads, valves, and controllers will be warranted for a period of no less than two years to be free from defects and faulty workmanship, and that any defective heads, valves, or controllers shall be promptly repaired or replaced without additional cost to the Owner in accordance with that warranty.

- B. All materials other than those referred to in Paragraph A above shall be warranted for a period of one full year from the date of final acceptance by the Owner.
- C. All installation labor used on this project will be warranted for one full year from date of final acceptance by the Owner.

PART 2 PRODUCTS

I. MATERIALS

- A. General:
 - 1. The materials chosen for the design of the sprinkler system have been specifically referred to by manufacturer so as to enable the Owner to establish the level of quality and performance required by the system design. After award of contract and prior to beginning work, the Contractor shall submit for approval (3) copies of the complete list of materials which he proposes to install. No deviations from the specifications will be allowed.
- B. Booster Pump: The irrigation plan as shown is designed to operate at a minimum of 45 psi and 70 gpm. If these standards cannot be met the contractor shall include the supply and installation of a booster pump to meet or exceed these design standards without additional cost to the Owner.
- C. Backflow Preventer: Contractor shall use backflow device constructed per specification and details end of this section.
- D. Main Line Piping: All main line piping shall be cold weather solvent weld C1 160 PVC SDR 26 standard weight as manufactured by Cresline, or other approved equal. Pipe shall carry the N.S.F. seal of approval and meet the following specifications: ASTM 1120/1220, C.S. 256-63, or latest revisions. Size as indicated on drawings.
- E. Lateral Line Piping: All lateral lines down stream of the valves shall be cold weather solvent weld CL 200 PVC SDR 21 for 1" pipe, C1 160 PVC SDR 26 for 1-1/4" and larger pipe, standard weight as manufactured by Cresline, or other approved equal. Pipe shall carry the N.S.F. seal of approval and meet the following specifications: ASTM 1120/1220, C.S. 256-63 SDR 26 or latest revisions. Size as indicated on drawings. The lateral line piping within the playing field shall be placed within the gravel drainage layer wherever possible.
- F. Pipe Fittings: All PVC fittings shall be cold weather solvent weld schedule 80 standard weight. Attachment shall be made with both a primer and a solvent cement as approved by the manufacturer. Glue type saddles may be used so long as they are 3/4 round type units which grip the pipe. Saddles are to be bored or cut with appropriate equipment and holes are not to be burned into the pipe.
- G. Manual Gate Valves: All manual shut-off valves shall be curb stop style brass, valves as manufactured by Nibco. Line size. Enclose in 10" round fiberglass valve box with locking cover such as Ametek "VB" series or approved equal.
- H. Automatic Valves: The remote valves shall be Hunter Rainbird Electric Valves (size as indicated on the drawings), normally closed, 24 VAC 50/60 cycle solenoid actuated globe design capable of having a flow rate of the gallons per minute (GPM) indicated in the drawings. The valve pressure rating shall not be less than 200 psi. Use the Accu-set pressure regulator for valves on all spray zones.
- I. Valve-Controller Communication: Communication between the controller and the valves shall be accomplished with copper wire with an exterior jacket which is U.L. listed for direct burial and sprinkler control. The contractor shall be responsible for correct wire sizing for distance and voltage loss. A minimum of 14 gauge wire will be used and larger gauges used where voltage loss dictates. Common wire color shall be white. Station wires shall be all the same color and number marked at

all splices and connections. All field connections will be accomplished with wire nuts and will be made water tight and oxidation resistant through the use of 3M Scotch Kast "400" or DBY electrical insulating resin packs. Other brands are not acceptable. Use of sealant without container package is not permissible.

- J. Valve Enclosures: All automatic valves shall be enclosed in a 12" rectangular fiberglass valve box with locking cover such as Ametek "VB" series or approved equal. All valve boxes are to be filled with a minimum of 6" of washed pea gravel below pipe level to ensure adequate drainage. Controller station numbers shall be marked on the valve box cover in a permanent manner.
- K. Automatic Controller: The automatic controller shall be Rain Bird ES-LXME. The controller shall be placed per plans with final location to be determined by the Owner at time of installation. All 120 VAC power to the controllers will be extended by the Owners. Confirm a ground of 150 OHMS or less. Lightening protection devices are to be installed on the primary, secondary and two wire path as required by the manufacturer.
- L. Rain Sensor: The rain sensor shall be Glen-Hilton Mini-Clik II. Install per manufacturer's instructions.
- M. Sprinkler Heads: See plans.
- N. Quick Coupling Valves: Quick coupling valves shall be Rain Bird Model #3 RC. All brass construction with rubber cover. All quick coupling valves are to be enclosed in a 7" round fiberglass valve box with locking cover such as Ametek "VB" series. Secure quick coupler by mounting on a 1" Lasco Brass insert swing joint with stabilizer elbow. Provide three (3) matching valve keys and swivel adapters. The quick couplers are to be set at such height that the valve box will not interfere with the operation of the valve key.
- O. Sprinkler Risers: Sprinkler risers tapped $\frac{3}{4}$ " and smaller shall consist of a flexible riser pipe such as Rain Bird Swing Pipe. Compatible "no-clamp" insert fittings shall be employed if using this type of pipe. For all heads tapped 1" and larger a pre-fabricated swing joint such as the Lasco, G-132-212 shall be used.

PART 3 EXECUTION

I. WATER SUPPLY

- A. Water supply is to be from new irrigation dedicated backflow assembly device. Approximate location shown on plans, verify in the field with owner's authorized representative.

II. SYSTEM DESIGN

- A. Lay out work as accurately as possible to the drawings. The drawings, though carefully drawn, are generally diagrammatic to the extent that all offsets, fittings, and finished site conditions may not be shown.
- B. The contractor shall be responsible for full and complete coverage of all irrigated areas as to spacing and precipitation rates being matched and shall make any necessary adjustments to the system at no additional charge to the Owner. Head spacing as shown on the drawings is predicated on the water supply as shown on the drawings notes. **The Irrigation Contractor shall verify said pressure before beginning the installation.** If the pressure and flow requirements cannot be met the Contractor shall supply and install an approved booster pump in the support facility mechanical room at no additional cost to the Owner. Head spacing shall not exceed 55% of manufacturer's stated diameter

- C. Any major revisions to the irrigation system must be submitted to the Owner and answered in written form, along with any changes in the contract price.

II. TRENCHING AND BACKFILLING

A. General

1. Pulling, Excavating, and Trenching:

- a. Perform all excavations as required for the installation of the work included under this section, including shoring of earth banks to prevent cave-ins.
- b. If trenching, trenches shall be wide enough to allow a minimum of 6" between parallel pipe lines. If pulling, the same lateral distance shall be observed.

2. Underground Obstructions:

- a. Any unforeseen underground obstructions which might be encountered during the installation shall be brought to the attention of the Owner immediately and work on that portion of the installation shall be temporarily suspended.
- b. Any additional expense involved in removing those obstructions or the rerouting of lines shall be submitted to the Owner in writing and approved prior to continuing the installation.

3. Underground Utilities:

- a. It shall be the responsibility of the contractor to locate or have located all existing underground utilities, whether public or private, on that portion of the site which is affected by his work. Contractor will be responsible for the repair of any cuts which are made by him in these utilities.

- B. Minimum Cover: A minimum of 18" cover shall be held over all main line and control lines. A minimum of 12" of cover shall be maintained over all lateral lines.

C. Backfill:

- 1. All irrigation trenches shall be back-filled and compacted by mechanical means in 6" lifts to a minimum of 90% of the original density. Backfill material shall be of the same soil mix as excavated and free of any rocks or debris larger than $\frac{3}{4}$ " in diameter. It shall be the irrigation contractor's responsibility to remove all larger debris from the premises and to furnish any additional soil which may be necessary to level the trenches. All disturbed areas are to be repaired as specifically on plans or by owner's authorized representative.
- 2. Contractor shall be responsible for repair of any irrigation trench settling which occurs during the first year after final acceptance by the Owner.
- 3. Where pipe is pulled into the ground, all ditches will be compacted to original grade after pulling.

D. Pavements, Walks, Etc.

- 1. All piping under pavement and walkways will be bored with appropriate equipment where sleeves are not specified.
- 2. All communication wire will be placed in separate sleeves under all pavements, walks, etc., in excess of 10' in width.

3. All sleeves called for in the drawings shall be sized according to the drawings and/or general notes. If sleeves are necessary in areas other than shown on the drawings, than size two sizes larger than the pipe being sleeved. Sleeves shall be a minimum of Schedule 40 PVC material.

III. INSTALLATION

A. General: Unless otherwise indicated, comply with requirements of the Local Plumbing Code.

B. Sprinkler Heads:

1. Install heads at proper grade level as per manufacturer's recommendation.
2. Use only Teflon tape for sealing all heads and riser assemblies.

C. Circuit Valves:

1. Install in valve box, arranged for easy adjustment and removal.
2. Adjust automatic control valves to provide flow at rated operating pressure required for each sprinkler circuit. If n over pressure condition exists, contractor shall install, at his expense, such pressure compensation devices as are necessary to bring the circuit or heads into proper operating range.

D. Piping:

1. Lay pipe on solid sub-base, uniformly sloped without humps or depressions.
2. When pipe is pulled into the ground, al PVC pipe shall be solvent welded at least 24 hours before pulling.
3. All trenches shall be snaked, or the pipe snaked within the trench to allow for expansion and contraction.
4. All single strand of 14-1 wire, yellow in color, shall b run with al main line from the point of connection to the end of the main line. This single strand of wire shall be available for main line tracking.

E. Dielectric Protection: Use dielectric fittings at connection where pipes of dissimilar metal are joined.

F. Closing of Pipe and Flushing Lines:

1. Cap or plug all openings as soon as lines have been installed to prevent the entrance of materials that would obstruct the pipe. Leave in place until removal is necessary for completion of the installation.
2. Thoroughly flush out all main water lines before installing valves.
3. Thoroughly flush out all lateral lines after installation and before attaching heads.

G. Communication Circuitry:

1. All communication circuitry shall be run, wherever possible, with the main pipe line.
2. All splices shall be made at a valve box for easy access.
3. A minimum of 12" of control wire shall be coiled at each valve.

IV. TESTING AND TRAINING

A. Operational Testing:

1. If weather conditions are suitable, perform operational testing after backfill is completed and sprinkler heads are adjusted to final position.
2. Demonstrate to the Owner that the system meets coverage requirements and that automatic controls function properly.
3. Coverage requirements are based on operation of one circuit at a time.

B. Personnel Training

1. Contractor shall be responsible for the training of as many personnel as the Owner shall deem necessary.
2. Contractor shall be responsible for one starting (spring 2014) and one winterizing (fall 2014) of the system during the appropriate times of the year after final acceptance by the Owner as part of the training of the Owner's personnel.
3. Contractor shall include general troubleshooting and operation of the system with reference to head, valve, and controller operation.
4. Contractor shall furnish a complete operation and maintenance manual to the Owner's personnel. This manual shall include repair parts lists, assembly instructions, troubleshooting guides, programming instructions, and recommended precipitation rates.

V. ADJUSTMENT

- A. After completion of grading, seeding, or laying sod, if applicable, Contractor shall return to the job site to perform any final adjustments to the system which might be deemed necessary.
- B. The Contractor will be responsible for any pressure testing and start up of the system when construction is complete. The Contractor will also be responsible for the winterization of the system after the first season of operation.

ADDITIONAL INFORMATION

Backflow Assembly specifications

Scope of Work

Connect to existing 4" ductile iron pipe (served by 2" meter) with 2 inch type K copper pipe to determined location for the 2 new backflow assemblies.

The irrigation backflow assembly is to be at a height required by irrigation system specifications. The domestic service backflow assemble shall be buried below frost zone, min. 30".

The backflow assembly is to be connected to the supply pipes with unions to allow for the ease of removal for service and storage. The down stream section of pipe should terminate beyond the pad with a 3 in x 2 in spg x fpt sch 80 reducer bushing to allow for future transition to 3 inch sch 40 PVC.

The concrete pad for the irrigation cover box should be a minimum of 4 inches thick and have a minimum of a 4 ½ inch lip outside of the enclosure. The area excavated for the concrete pad shall be landscaped back to blend into the existing grade to minimize erosion. All excavated area to be seeded per project specifications. No construction shall take place within the floodway.

Please keep in mind rock removal clause within your bid priced per the general specifications and a unit price for installed type K copper pipe priced per linear foot.

Materials

Piping Material

- 2 inch Type K hard copper pipe

Backflow Assembly

- Watts Series 800M4QT anti-siphon pressure vacuum breaker, 2 inch

Concrete Pad

- Minimum of a 4 inch thick pad with a minimum 4 ½ inch lip around the exterior of the cover. A spacing of 2 inches around supply pipes should be maintained.

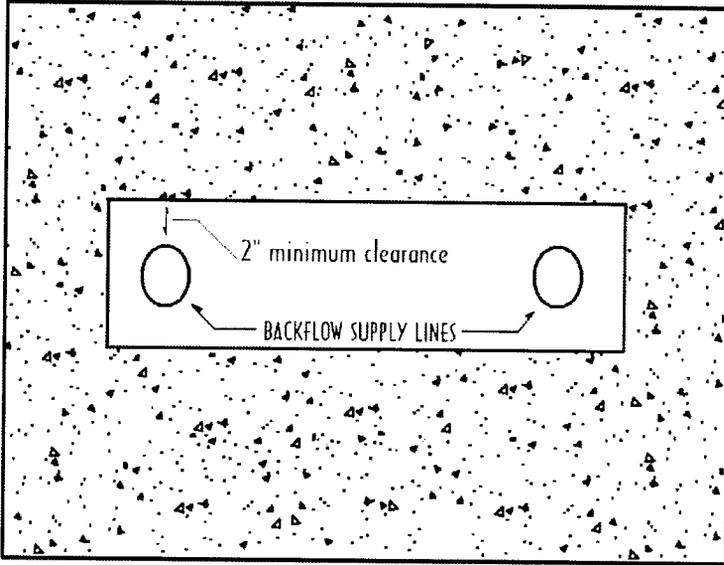
Cover

- A Hubbell LB-1 Lok Box for backflow assembly or approved equal

Connections & Fittings

- Brass unions for connecting backflow assembly to supply line
- 2 inch brass curb stop valve
- 2 inch copper x Mpt adapter
- 3"x2" Spg x Fpt reducer bushing
- 2"x2"x1" npt brass reducing tee
- Toro 100-SLSC quick coupler valve

TOP VIEW



CONCRETE PAD TO EXTEND 4 1/2 " BEYOND THE EXTERIOR OF THE COVER ON ALL SIDES.

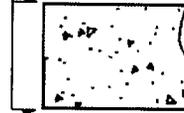
CONCRETE PAD DETAIL FOR BACKFLOW ASSEMBLIES

Date: 9-5-2013

By: [Signature]

Diagram 2 of 2

CONCRETE SLAB TO
BE A MINIMUM OF
4 " THICK



END OF SECTION

DIVISION 2
SECTION 02870—SITE SPECIALTIES

PART 1—GENERAL

- A. Install all miscellaneous specialties and necessary items to complete the work required by the plans and herein specified.

PART 2—PRODUCT

- A. Custom Score Board Frame: (2) 8" I-beams; see detail drawings on plans
- B. Drink Fountains (2): Murdock M-43 (see attached cut sheet)

PART 3—EXECUTION

- A. Installation – Assemble and install per plans and manufacturers specifications.
- B. 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



TRADITIONAL DRINKING FOUNTAINS

Architectural Series

MODEL M-43
DRINKING FOUNTAIN
WITH BOWL ON ARM

STANDARD FEATURES

Model M-43 features design simplicity. This unit has a single fountain bowl mounted on an arm. The fountain is operated by a push-button control at the end of the arm. Standard model is seasonal, not freeze resistant. Heavy-duty construction ensures durability and field-serviceable components are easily accessible. Solid brass castings for bowl and mouth guard are powder-coated.

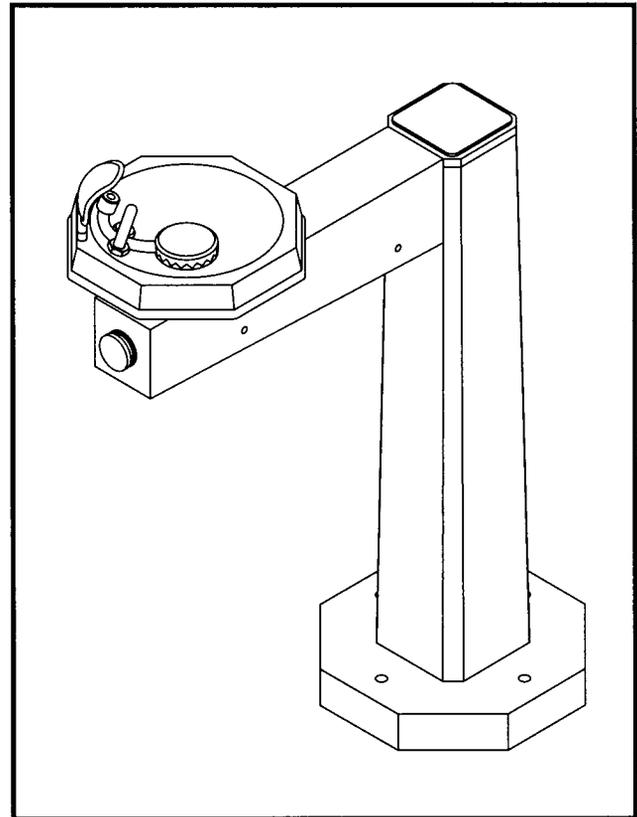
SUGGESTED SPECIFICATIONS

Drinking fountain shall be Murdock-Super Secur model M-43. Unit shall be furnished with one fountain bowl mounted on an arm.

Pedestal shall be a heavy duty iron casting and base of pedestal shall have four mounting holes. Arm shall be an aluminum-magnesium casting. Pedestal and arm shall be finished with a heavy grade of oil-based brown enamel.

Bowl shall be an octagonal, powder-coated, solid brass casting. Drain opening in bowl shall be adequately protected from stoppage or vandalism by a chrome-plated solid brass casting. Bubbler shall be chrome-plated solid brass casting with angle stream outlet near outer edge of bowl and above bowl rim. Mouth guard shall be powder-coated solid brass casting to meet sanitary requirements. All solid brass castings shall conform to ASTM standards B61 and B62. Valve and bubbler conform with lead-free requirements of NSF61, Section 9, 1997 and CHSC 116875.

Valve shall be push-button operated, incorporating a replaceable cartridge. Supply line shall be 3/8 inch poly-braid tubing, FDA approved for drinking water and able to withstand 300 psi pressure.



Standard Model: M-43

OPTIONS

(additional costs may be incurred)

- AVAF Year-round freeze resistant *
- PF Pet fountain with self-closing spigot * (seasonal only)
- PF Push button pet fountain *
- 2 Self-closing spigot jug filler * (seasonal only)
- 2 Push button jug filler *
- Hose threads on jug filler
- Powder-coated brass bowl and mouth guard (standard)
- Chrome plated bowl and mouth guard
- Polished brass bowl and mouth guard
- **Brown** Pedestal color brown (standard)
- **Black** Pedestal color black
- **Green** Pedestal color green

Custom color finishes available upon request.

** See separate option sheets*

Please visit www.murdock-supersecur.com for most current specifications.



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Product

Complies with the
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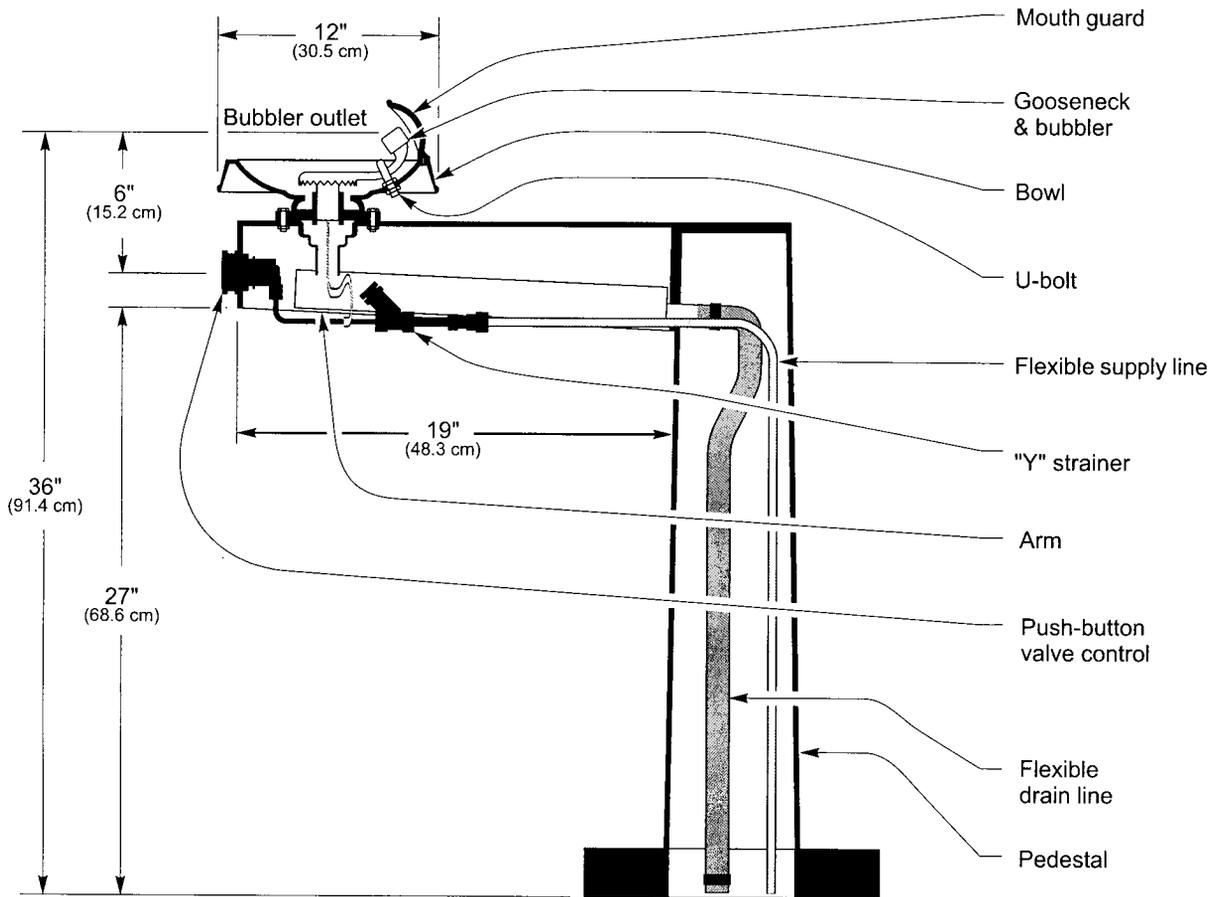




TRADITIONAL DRINKING FOUNTAINS

Architectural Series

MODEL M-43
 DRINKING FOUNTAIN
 WITH BOWL ON ARM



ONE YEAR LIMITED WARRANTY - Parts are warranted for one (1) year from date of shipment.

SELECTION SUMMARY & APPROVAL FOR MANUFACTURING	Model Number & Options _____	Quantity _____	<i>All dimensions are nominal and subject to change without notice. Murdock-Super Secur assumes no responsibility for use of void or suspended data.</i> © Copyright Murdock-Super Secur, Acorn Family of Companies Please visit www.murdock-supersecur.com for most current specifications.
	Company _____		
	Contact _____	Title _____	
	Signature (Approval for Manufacturing) _____	Date _____	

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DIVISION 2
SECTION 02920 - SEEDING FOR TURF ESTABLISHMENT

PART 1 – GENERAL

1.1 SUMMARY

- A. Section Includes:
- B. Seeding to establish new 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. Full Sun: < **Jaguar 3 Fescue** > or approved equal
- C. Other cover grasses will be considered to establish cover during winter months when fescue seed does not germinate 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

- 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: **Imported topsoil or manufactured topsoil of a sandy loam to clay loam from off-site sources; do not obtain from agricultural land, bogs or marshes.** Verify suitability of soil to produce viable 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. Straw Mulch: Provide air-dry, clean mildew- and seed-free, salt hay or threshed straw of wheat, rye, oats, or barley.
- B. Spread loosely with no mounding >3/4".

3.1 TURF AREA PREPARATION

- A. Finish Grading: 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.
- 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.
- E. Erect barriers to keep pedestrian and vehicular traffic off of areas to be seeded. Install signage prohibiting public access to area.

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 a total rate of **300 lbs/acre onsite.**

- 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. Protect seeded areas with slopes not exceeding 1:6 by spreading straw mulch. Spread uniformly at a minimum rate of **1 bale/ 1,000 s.f.** thin enough to expose approximately 50% of the soil surface. Spread by hand, blower, or other suitable equipment.
 - 1. Anchor straw mulch by crimping into soil with suitable mechanical equipment.

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 02920

DIVISION 9
SECTION 09900—FINISHES / PAINTING (Score board frame)

- Part 1—Work Included
- Part 2—General Requirements
- Part 3—Materials
- Part 4—Application

PART 1—WORK INCLUDED

Furnish all materials, equipment, tools, labor and accessory items to paint the scoreboard frame.

PART 2—GENERAL REQUIREMENTS

- A. The general provisions of the contract, including General Conditions, Supplemental Conditions and General Requirements apply to work specified in this section.
- B. Bidders shall examine the site and become familiar with all conditions that might affect the work to be performed under this section.

PART 3—MATERIALS

- A. All paint shall be Sherwin Williams or equal, of types and in locations as indicated below. Colors shall be semi-gloss black.
- B. All paint shall be delivered to the job in original unopened containers bearing the manufacturer's name, color and type of paint. Paint shall be used directly from these containers with no thinners or other materials introduced on the job.
- C. Surfaces to receive paint and paint types shall be as follows:
 - 1. Ferrous steel prime coat: Kem Kromik Metal Primer or approved equal;
 - 2. Ferrous steel top coat: two (2) coats Metalatex Semi-gloss B42-100 or approved If applicable,

PART 4—APPLICATION

- A. All surfaces to be painted shall be clean and free of rust, dirt, grease or other foreign material. Apply paint in strict accordance with manufacturer's recommendations.
- B. Minimum temperature of 60° F shall be maintained throughout the application and drying of paint.
- C. All equipment and materials are to be protected at all times while painting operations are in progress.
- D. Work shall be done by skilled mechanics, shall be uniform in appearance, of approved color, smooth and free from runs, sags, skips and defective brushing. Make edges of paint adjoining other materials or colors sharp and clean without over-lapping. Should workmanship of finish be found defective, proper preparation of work shall be done and additional coats applied as necessary to give a finish in accordance with specifications and color samples. At completion, touch-up and restore finish where damaged or defaced and leave in first-class condition. Paint of finished surface cut in fitting or erection shall be restored.
- E. At completion of the work, this Contractor shall remove debris and unused material. Any paint spatters on any existing or new material caused by painting operations shall be cleaned off.

Note 1: All of the above products shall be guaranteed for a period of one (1) year from date of application.

Note 2: All equals must be approved by owner 48 hours prior to bid opening.

END OF SECTION

DIVISION 16—ELECTRICAL

SECTION	A	General Provisions
	B	Scope of the Electrical Work
	C	Required Shop Drawings, Etc.
	D	Cutting, Patching & Repairing
	E	Excavation, Trenching, Backfilling & Grading
	F	Grounding
	G	Raceways & Fittings
	H	Conductors, Identification, Splicing Devices & Connectors
	I	Cabinets, Outlet Boxes & Pull Boxes
	J	Electrical Distribution Equipment

SECTION 16A—GENERAL PROVISIONS

Part 1—General
Part 2—Intent
Part 3—Electrical Drawings and Specifications
Part 4—Examination of Site and Conditions
Part 5—Equipment and Materials Substitutions
Part 6—Supervision of Work
Part 7—Codes, Rules, Permits, Fees, Inspections, Regulations, Etc.
Part 8—Cost Breakdowns
Part 9—Guarantees and Warranties
Part 10—Inspection, Approvals and Tests
Part 11—Changes in Electrical Work
Part 12—Claims for Extra Cost
Part 13—Surveys, Measurements and Grades
Part 14—Temporary Use of Equipment
Part 15—Temporary Services
Part 16—As-Built Drawings
Part 17—Materials and Workmanship
Part 18—Qualifications of Workers
Part 19—Conduct of Workers
Part 20—Cooperation and Coordination between Trades
Part 21—Protection of Equipment
Part 22—Concrete Work
Part 23—Restoration of New or Existing Shrubs, Paving, Etc.
Part 24—Maintenance of Existing Utilities and Lines
Part 25—Noise, Vibration or Oscillation
Part 26—Final Connections to Equipment
Part 27—Welding
Part 28—Accessibility
Part 29—Motors
Part 30—Cutting and Patching
Part 31—Sleeves and Plates
Part 32—Weatherproofing
Part 33—Operating Instructions
Part 34—Scaffolding, Rigging and Hoisting
Part 35—Cleaning
Part 36—Painting

PART 1—GENERAL

- A. The Instructions to Bidders, General and Special Conditions, and all other contract documents shall apply to the Electrical Contractor's work as well as to each Sub-contractor's work. Each Contractor is directed to be familiar in detail with all documents pertinent to this Contract. In case of conflict between these General Provisions and the General and/or Special Conditions, the affected Contractor shall contact the Owner for clarification and final determination.
- B. Each Electrical Contractor shall be governed by any alternates, unit prices and Addenda insofar as they may affect his or her part of the work.
- C. The work included in this division consists of the furnishing of all labor, equipment, transportation, excavation, supplies, material and appurtenances and performing all operations necessary for the satisfactory installation of complete and operating Electrical Systems indicated on the drawings and/or specified herein.
- D. Any materials, labor, equipment or services not mentioned specifically herein which may be necessary to complete or perfect any part of the Electrical Systems in a substantial manner, in compliance with the requirements stated, implied, or intended in the drawings and specifications, shall be included as part of this Contract. With submission of bid, the Contractor shall give written notice of any materials or apparatus believed inadequate or unsuitable; in violation of laws, ordinances, rules or regulations of authorities having jurisdiction; and any necessary items of work omitted. In the absence of such written notice, it shall be understood that the Sub-Contractor has included the cost of all required items in the bid, and that he or she will be responsible for the approved satisfactory functioning of the entire system without extra compensations.
- E. It is not the intent of this section of the specifications to make any Contractor, other than the General Contractor (or Construction Manager if applicable), responsible to the Owner, Architect and Engineer. All transactions such as submittal of shop drawings, claims for extra costs, requests for equipment or materials substitution, shall be done through the General Contractor to the Owner. Also, this section of the Specifications shall not be construed as an attempt to arbitrarily assign responsibility of work, material, equipment or services to a particular trade or Contractor. Unless stated otherwise, the subdivision and assignment of work under the various sections shall be the responsibility of the Contractor.
- F. It is the intent of this Contract to deliver to the Owners a "like new" project once work is complete. Although plans and specifications are complete to the extent possible, it shall be the responsibility of the Contractors involved to remove and/or relocate or re-attach any existing or new systems which interfere with new equipment or materials to be installed by other trades without additional cost to the Owner.
- G. In general, and to the extent possible, all work shall be accomplished without interruption of the existing facilities' operations. Each Contractor shall advise the Owner at least forty-eight (48) hours prior to the interruption of any services. The Owner shall be advised of the exact time that interruption will occur and the length of time the interruption will occur. Failure to comply with this requirement may result in complete work stoppage by the Contractors involved until a complete schedule of interruptions can be developed.
- H. Definitions:
 - 1. Electrical Contractor-Any Contractor whether bidding or working independently or under the supervision of a General Contractor and/or Construction Manager, who installs any type of Electrical work (power, lighting, television, phone, intercom, fire detection and alarm, ground fault detection, gas detection, etc.).
 - 2. Electrical Sub-contractor - Any Contractor contracted to, or employed by, the Electrical Contractor for any work required by the Electrical Contractor.
 - 3. Engineer - The Consulting Mechanical-Electrical Engineers, either consulting to the Owner, Architect, or other Engineers.
 - 4. Architect - The Architect or Landscape Architect of Record for the project.
 - 5. Furnish - Deliver to the site in good condition.
 - 6. Provide - Furnish and install in complete working order.
 - 7. Install - e.g., Install equipment furnished by others.

8. Contract Documents - All documents pertinent to the quality and quantity of all work to be performed on the project. Includes, but is not limited to: Plans, Specifications, Instructions to Bidders, General and Sub-Contractors, Unit Prices, Shop Drawings, Field Orders, Change Orders, Cost Breakdowns, Periodical Payment Requests, etc.
9. Owner - The Owner or designee

PART 2—INTENT

- A. It is the intention of these specifications and all associated drawings to call for finished work, tested, and ready for operation. Wherever the word "provide" is used, it shall mean "furnish and install complete and ready for use."
- B. Minor details not usually shown or specified, but necessary for the proper installation and operation, shall be included in the work, the same as if herein specified or shown.

PART 3—ELECTRICAL DRAWINGS AND SPECIFICATIONS

- A. The drawings are diagrammatic only and indicate the general arrangement of the systems and are to be followed insofar as possible. If deviations from the layouts are necessitated by field conditions, detailed layouts of the proposed departures shall be submitted to the Owner for approval before proceeding with the work. The drawings are not intended to show every vertical or horizontal offset which may be necessary to complete the systems. Contractors shall anticipate that additional offsets may be required and submit their bid accordingly.
- B. The drawings and specifications are intended to supplement each other. No Contractor or supplier shall take advantage of conflict between them, or between parts of either. Should this condition exist, the Contractor or supplier shall request a clarification not less than forty-eight (48) hours prior to the submission of bids so that the condition may be clarified by Addendum. In the event that such a condition arises after work is started, the interpretation of the Owner shall be final.
- C. The drawings and specifications shall be considered to be cooperative and anything appearing in the specifications which may not be indicated on the drawings, or vice versa, shall be considered as part of the Contract and must be executed the same as though indicated by both.
- D. Each Contractor shall make all his or her own measurements in the field and shall be responsible for correct fitting. The Contractor shall coordinate this work with all other branches of work in such a manner as to cause a minimum of conflict or delay.
- E. The Owner shall reserve the right to make adjustments in location of conduit, fixtures, outlets, switches, etc., where such adjustments are in the interest of improving the project. Any such changes shall be anticipated and requested sufficiently in advance so as to not cause unduly delay or extra work on the part of the Contractor.
- F. Should conflict or overlap (duplication) of work between the various trades become evident, this shall be called to the attention of the Owner. In such event no Contractor shall assume that he or she is to be relieved of the work, which is specified under his branch until instructions in writing are received from the Owner.
- G. The Electrical drawings are intended to show the approximate location of equipment, materials, etc. Unless dimensioned, the electrical drawings only indicate approximate locations of equipment, materials, etc. Dimensions given in figures on the drawings shall take precedence over scaled dimensions and all dimensions, whether given in figures or scaled, shall be verified in the field to ensure no conflict with other work. In case of conflict between small and large scale drawings, the larger scale drawings shall take precedence.
- H. Each Proposer shall review all other drawings in detail as they may relate to his or her work. Review all drawings for general coordination of work, responsibilities, penetration points, chase access, fixture elevations, etc. Make any pertinent comments to the Owner at least forty-eight (48) hours prior to bids.
- I. Where on any of the drawings a portion of the work is drawn out and the remainder is indicated in outline, or not indicated at all, the parts drawn out shall apply to all other like portions of the work. Where ornament or other detail is indicated by starting only, such detail

shall be continued throughout the courses or parts in which it occurs and shall also apply to all other similar parts of the work, unless otherwise indicated.

PART 4—EXAMINATION OF SITE AND CONDITIONS

- A. Each Electrical Contractor shall inform themselves of all of the conditions under which the work is to be performed, the site of the work, the structure of the ground, the obstacles that may be encountered, the availability and location of necessary facilities and all relevant matters concerning the work. All Contractors shall carefully examine all Drawings and Specifications and inform themselves of the kind and type of materials to be used throughout the project and which may, in any way, affect the execution of the work. Each Electrical Contractor shall fully acquaint themselves with all existing conditions as to ingress and egress, distance of haul from supply points, routes for transportation of materials, facilities and services, availability of utilities, etc. Work shall cover all expenses or disbursements in connection with such matters and conditions. Each Electrical Contractor shall verify all work shown on the drawings and conditions at the site, and shall report immediately to the Owner, forty-eight (48) hours prior to bidding, any discrepancies which may appear in order that misunderstanding at a later date may be prevented. No allowance is to be made for lack of knowledge concerning such conditions after bids are accepted.

PART 5—EQUIPMENT AND MATERIALS SUBSTITUTIONS

- A. When any Electrical Contractor requests approval of substitute materials and/or equipment, and when under formal alternate proposal, it shall be understood and agreed that such substitution, if approved, will be made without additional cost regardless of changes in connections, spacing, service, mounting, etc. In all cases where substitutions affect other trades, the Electrical Contractor shall reimburse them for all necessary changes in their work. Any drawings, specifications, diagrams, etc., required to describe and co-ordinate such substitutions or deviations shall be professionally prepared at the responsible Contractor's expense. Special Note: Approval of shop Drawings by the Owner does not absolve the Electrical Contractor of this responsibility.
- B. Notwithstanding any reference in the specifications to any article, device, product, material, fixture, form, or type of construction by name, make, or catalog number, such reference shall be interpreted as establishing a standard of quality and shall not be construed as limiting competition; and each Electrical Contractor, in such cases, may, at his or her option, use any article, device, product, material, fixture, form, or type of construction which in the judgment of the Owner is equivalent to that specified, provided the provisions of paragraph (A) immediately preceding are met. Substitutions shall be submitted to the Owner a minimum of forty-eight (48) hours prior to bids.
- C. Wherever any equipment and material is specified exclusively, only such items shall be used unless substitution is accepted in writing by the Owner.
- D. Each Electrical Contractor shall furnish along with his or her proposal a list of specified equipment and materials which he or she proposes to provide. Where several makes are mentioned in the Specifications and the Contractor fails to state which will be furnished, the Owner shall have the right to choose any of the makes mentioned without change in price.

PART 6—SUPERVISION OF WORK

- A. Each Electrical Contractor and Electrical Sub-Contractor shall personally supervise the work or have a competent superintendent, satisfactory to the Owner, on the work site at all times during progress with full authority to act for the Electrical Contractor or the Sub-contractor.

PART 7—CODES, RULES, PERMITS, FEES, INSPECTIONS, REGULATIONS, ETC.

- A. The Electrical Contractor shall give all necessary notices, obtain and pay for all permits, government sales taxes, fees, inspections, and other costs including utility connections or

extensions, in connection with the work; file all necessary plans, prepare all documents and obtain all necessary approvals of all governmental departments having jurisdiction; obtain all required certificates of inspection for the work and deliver same to the Owner before request for acceptance and final payment for the work. Ignorance of Codes, Rules, regulations, laws, etc., shall not excuse the Electrical Contractor from compliance.

- B. The Electrical Contractor shall include in the work, without extra cost to the Owner, any labor, materials, services, apparatus or drawings required in order to comply with all applicable laws, ordinances, rules and regulations, whether or not shown on drawings and/or specified.
- C. All materials furnished and all work installed shall comply with the current Edition of the National Electrical Codes, National Fire Codes of the National Fire Protection Association, the requirements of local utility companies, and with the requirements of all governmental departments having jurisdiction.
- D. All material and equipment for the electrical systems shall bear the approval label, or shall be listed by the Underwriters' Laboratories, Incorporated.
- E. All electrical work is to be constructed and installed in accordance with plans and specifications which have been approved in their entirety and/or reflect any changes requested by the State Fire Marshall. Electrical work shall not commence until such plans are in the hands of the Electrical Contractor.
- F. The Electrical Contractor shall furnish three (3) copies of all Final Inspection Certificates obtained to the Owner when work is complete. Final payment for work will be contingent upon compliance with this requirement.
- G. The Electrical Contractor shall ensure that the work is accomplished in accord with OSHA Standards.
- H. Where conflict arises between any code and the plans and/or specifications, the code shall apply except in the instance where the plans and specifications exceed the requirements of the code. Any changes required as a result of these conflicts shall be brought to the attention of the Owner at least forty-eight (48) hours prior to bid date, otherwise the Contractor shall make the required changes at his or her own expense. The provisions of the codes constitute minimum standards for wiring methods, materials, equipment and construction and compliance therewith will be required for all electrical work, except where the drawings and specifications require better materials, equipment, and construction than these minimum standards, in which case the drawings and specifications shall be the minimum standards.

PART 8 — COST BREAKDOWNS

- A. Within ten (10) days after acceptance of the Contract, each Electrical Contractor shall be required to furnish to the Owner, one (1) copy of a detailed cost break-down on each respective area of work. These cost breakdowns shall be made on forms provided or approved by the Owner. Payments will not be made until satisfactory cost breakdowns are submitted.

PART 9 — GUARANTEES AND WARRANTIES

- A. Each Electrical Contractor shall guarantee all equipment, apparatus, materials, and workmanship entering into this contract to be the best of its respective kind and shall replace all parts at his or her own expense which are proven defective within one (1) year from final acceptance of the work by the Owner. The effective date of completion of the work shall be the date of the Architect's Certificate of Substantial Completion. Items of equipment which have longer guarantees, as called for in these specifications, such as water heaters, compressors, etc., shall have warranties and guarantees completed in order, and shall be in effect at the time of final acceptance of the work by the Architect. The Contractor shall present the Owner with such warranties and guarantees at the time of final acceptance of the work. The Owner reserves the right to use equipment installed by the Contractor prior to date of final acceptance. Such use of equipment shall in no way invalidate the guarantee except that Owner shall be liable for any damage to equipment during this period due to negligence of the operator or other employee.

PART 10—INSPECTION, APPROVALS AND TESTS

- A. Before requesting a final inspection from the Owner, each Electrical Contractor shall thoroughly inspect his installation to assure that the work is complete in every detail and that all requirements of the Contract Documents have been fulfilled. Failure to accomplish this portion of the Contract may result in charges from the Owner for unnecessary and undue work on their part.
- B. Each Electrical Contractor shall provide as a part of this contract electrical inspections by a competent Electrical Inspection Agency, licensed to provide such services in the Commonwealth of Kentucky. The name of this agency shall be included in the list of materials of the Form of Proposal.
- C. Each Electrical Contractor shall advise the Inspection Agency in writing with an information copy of the correspondence to the Owner when he or she anticipates commencing work. Failure of the Inspection Agency to inspect the work in the stage following and submit the related reports may result in the Contractor's having to expose concealed work not so inspected. Such exposure will be at the expense of the responsible Electrical Contractor.
- D. An inspection shall be scheduled for rough as well as finished work. The rough inspection shall be divided into as many inspections as may become necessary to cover all roughing-in without fail and a report of each such inspection visit shall be submitted to the Owner and the Contractor within three (3) days of the inspection.
- E. Approval by the Electrical Inspector does not relieve the Contractor from the responsibilities of furnishing equipment having a quality of performance equivalent to the requirements set forth in these plans and specifications. All work under this contract is subject to the inspection and approval of the Owner, whose decision is binding.
- F. Before final acceptance, the Contractor shall furnish three (3) copies of the certificates of final approval by the Electrical Inspector to the Owner and one (1) copy to the State Fire Marshal's Office.
- G. All costs incidental to electrical inspections shall be borne by the Electrical Contractor.
- H. Each Electrical Contractor shall test all wiring and connections for continuity and grounds before equipment and fixtures are connected, and when indicated or required, demonstrate by Megger Test the insulation resistance of any circuit or group of circuits. Where such tests indicate the possibility of faulty insulation, locate the point of such fault, pull out the conductor at fault, replace same with new and demonstrate by further test the elimination of such fault. Check direction of all motors and correct if required.

PART 11—CHANGES IN ELECTRICAL WORK

Refer to General and Special Conditions

PART 12—CLAIMS FOR EXTRA COST

Refer to General and Special Conditions

PART 13—SURVEYS, MEASUREMENTS AND GRADES

- A. Each Electrical Contractor shall lay out all work and be responsible for all necessary lines, levels, elevations and measurements. The Electrical Contractor must verify the figures shown on the drawings before laying out the work and will be held responsible for any error resulting from failure to do so.
- B. Each Electrical Contractor shall base all measurements, both horizontal and vertical, from established bench marks. All work shall agree with these established lines and levels. Verify all measurements at the site and check their correctness as related to the work.
- C. Should any Electrical Contractor discover any discrepancy between actual measurements and those indicated, which prevents following good practice of the intent of the drawings and specifications, he or she shall notify the Owner, through the General Contractor, and shall not proceed with work until receiving instructions from the Owner.

PART 14—TEMPORARY USE OF EQUIPMENT

- A. The permanent electrical equipment, when installed, may be used for temporary services, subject to an agreement between the Contractors involved, the General Contractor, and with the consent of the Owner. Should the permanent systems be used for this purpose, these Contractors shall pay for all temporary connections required and any replacements required due to damage, without cost, leaving the same in "as new" condition.
- B. Permission to use the permanent equipment does not relieve the Contractors who utilize this equipment from the responsibility for any damages to the building construction and/or equipment which might result because of its use.

PART 15—TEMPORARY SERVICES

- A. Each Electrical Contractor shall arrange with the General Contractor the temporary water, electrical and other services which may be required to accomplish the work.

PART 16—AS-BUILT DRAWINGS

- A. Each Electrical Contractor shall ensure that any deviations from the design are being recorded on the as-built drawings being maintained by the General Contractor. The Owner shall review the as-built documents from time to time to ensure compliance with this specification. Compliance shall be a contingency of final payment. Pay particular attention to the location of underground service lines, main switches and other appurtenances important to the maintenance and safety of the electrical system.

PART 17—MATERIALS AND WORKMANSHIP

- A. All electrical equipment, materials and articles incorporated in the work shall be new and of comparable quality to that specified. All workmanship shall be first-class and shall be performed by electricians skilled and regularly employed in their respective trades. Each Electrical Contractor shall determine that the equipment proposed to be furnished can be brought into the building and installed within the space available. All equipment shall be installed, so that all parts are readily accessible for inspection, maintenance, replacement, etc. Extra compensation will not be allowed for relocation of equipment for accessibility or for dismantling equipment to obtain entrance into the building.
- B. All conduit and/or conductors shall be concealed in walls, ceilings or floors unless otherwise noted. All fixtures and wiring covered in this section shall be installed to make up complete systems as indicated on the drawings and specified herein.
- C. All materials, where applicable, shall bear the Underwriters' Laboratories label where such a standard has been established.
- D. Each length of conduit, wireway, duct, conductor, cable, fitting, fixture and device used in the electrical systems shall be stamped or indelibly marked with the maker's mark or name.
- E. All electrical equipment shall bear the manufacturer's name and address and shall indicate its electrical capacity and characteristics.
- F. All electrical materials, equipment and appliances shall conform to the latest standards of the National Electric Manufacturers Association (NEMA) and the National Board of Fire Underwriters (NBFU) and shall be approved by the Owner's insuring agency if so required.

PART 18—QUALIFICATIONS OF WORKERS

- A. All electrical work shall be accomplished by qualified workers competent in the area of work for which they are responsible. Untrained and incompetent workers as evidenced by their workmanship shall be relieved of their responsibilities in areas of incompetence. The Owner shall reserve the right to determine the quality of workmanship of any worker and unqualified or incompetent workers shall refrain from work in areas not satisfactory to the Owner. Requests for relief of a worker shall be made through the normal channels of Owner—General Contractor—Electrical Contractor, etc.
- B. All electrical work shall be accomplished by Journeymen Electricians under the direct supervision of a licensed Electrician and complying with Kentucky Electrical regulations.

PART 19—CONDUCT OF WORKERS

- A. Each Electrical Contractor shall be responsible for the conduct of all workers under his or her supervision. Misconduct on the part of any worker to the extent of creating a safety hazard, or endangering the lives and property of others, shall result in the prompt relief of that worker. The consumption of alcoholic beverages on the job site is strictly forbidden.

PART 20—COOPERATION AND COORDINATION BETWEEN TRADES

- A. Each Electrical Contractor is expressly directed to read the General Conditions and all detailed sections of these specifications for all other trades and to study all drawings applicable to the work, including Architectural, Mechanical and Structural Drawings, to the end that complete coordination between trades will be effected. Each Electrical Contractor shall make known to all other affected trades the intended positioning of materials and equipment and intended order of work. Coordinate all work with that of other trades and proceed with the installation in such a manner as to assure no delays to other trades. Similarly, determine the intended locations and sizes of equipment, roughing-in requirements and equipment which is to be provided by others, but is to be connected by each Electrical Contractor. Failure of the responsible Electrical Contractor to make known any needs and to determine the requirements of others will not be cause for additional compensation to correct interferences which could have been avoided by proper coordination.
- B. Each Electrical Contractor shall be responsible for coordination with the General Contractor, Mechanical Contractor, etc. to ensure that necessary provisions for connections, operational switches, disconnect switches, fused disconnects, etc. for electrically operated equipment provided under other divisions of the specifications, or called for on the plans, are made.
- C. If any discrepancies occur between accompanying drawings and these specifications and drawings and specifications covering other Contracts, each trade shall report such discrepancies to the Owner far enough in advance so that a workable solution can be presented. No extra payment will be allowed for relocation of conduit, wireway, buss duct, conductors, equipment, etc., not installed in accordance with the above instructions, and which interferes with work and equipment of other trades.
- D. In areas where air diffusers and lighting fixtures are to be installed, the Heating Trade, the Electrical Trade and the General Contractor shall coordinate the location of their respective construction and installations so as to provide a combined symmetrical arrangement.

PART 21—PROTECTION OF EQUIPMENT

- A. Each Electrical Contractor shall be entirely responsible for all material and equipment furnished by him or her in connection with the work and special care shall be taken to properly protect all parts thereof from damage during the construction period. Such protection shall be by a means acceptable to the Owner. All rough-in conduit shall be properly plugged or capped during construction in a manner approved by the Owner. Equipment damaged while stored on site either before or after installation shall be repaired by the responsible Contractor.

PART 22—CONCRETE WORK

- A. Each Electrical Contractor shall be finally responsible for the provision of all concrete work required for the installation of any systems or equipment. Optionally, arrangements may be made with the General Contractor to provide this work. This option, however, will not relieve the Electrical Contractor of responsibilities relative to dimensions, quality of workmanship, locations, etc. In the absence of other concrete specifications, all concrete related to Electrical work shall be 3000 PSI minimum compression strength at 28 days curing and shall conform to the standards of the American Concrete Institute Publication AC1-318. Heavy equipment shall not be set on pads for at least seven (7) days after pour.

PART 23—RESTORATION OF NEW OR EXISTING SHRUBS, PAVING, ETC.

- A. Each Electrical Contractor shall restore to their original conditions all paving, curbing surfaces, drainage ditches, structures, fences, shrubs, existing or new building surfaces and appurtenances, and any other items damaged or removed by his or her operations. Replacement and repairs shall be in accordance with good construction practice and shall match materials employed in the original construction of the item to be replaced and shall be to the satisfaction of the Owner.

PART 24—MAINTENANCE OF EXISTING UTILITIES AND LINES

- A. The locations of all piping, conduits, cables, utilities and manholes, existing or otherwise, that come within the contract construction site, shall be subject to continuous uninterrupted maintenance with no exception unless the Owner of the utilities grants permission to interrupt same temporarily, if need be.
- B. These utilities and lines are mainly shown on the drawings. However, it is additionally required that, prior to any excavation being performed, each Contractor ascertains that no utilities or lines are endangered by the excavation.
- C. If the above mentioned utilities or lines are located underground within the construction site, the Contractor shall first probe and make every effort to locate the lines prior to excavation in the respective area.
- D. Cutting into existing utilities and services shall be done in coordination with and as designated by the Owner of the Utility.
- E. Each Electrical Contractor shall repair to the satisfaction of the Owner any surface or subsurface improvements damaged during the course of the work, unless such improvement is shown to be abandoned or removed.
- F. Machine excavation shall not be permitted within ten (10) feet of existing (or new) gas or fuel lines. Hand excavate only.
- G. Protect all new or existing lines from damage by traffic, etc. during construction.

PART 25—NOISE, VIBRATION OR OSCILLATION

- A. All work shall operate under all conditions of load without any sound or vibration which is objectionable in the opinion of the Owner. In case of moving machinery, sound or vibration noticeable outside the room in which it is installed, or annoyingly noticeable inside its own room, will be considered objectionable. Sound or vibration conditions considered objectionable by the Owner shall be corrected in an approved manner by the responsible Contractor at his expense.
- B. All equipment subject to vibration and/or oscillation shall be mounted on vibration supports suitable for the purpose of minimizing noise and vibration transmission, and shall be isolated from external connections such as piping, ducts, etc. by means of flexible connectors, vibration absorbers, or other approved means. Unitary equipment, such as small room heating units, small exhaust fans, etc., shall be rigidly braced and mounted to wall, floor or ceiling as required and tightly gasketed and sealed to mounting surface to prevent air

- leakage and to obtain quiet operation. Flush and surface mounted equipment such as diffusers, grills, etc. shall be gasketed and affixed tightly to their mounting surface.
- C. Each Contractor shall provide supports for all equipment furnished by him or her. Supports shall be liberally sized and adequate to carry the load of the equipment and the loads of attached equipment, piping, etc. All equipment shall be securely fastened to the structure, either directly or indirectly through supporting members, by means of bolts or equally effective means. If strength of supporting structural members is questionable, contact Owner.

PART 26—FINAL CONNECTIONS TO EQUIPMENT

- A. The roughing-in and final connections to all electrically operated equipment furnished under this and all other sections of these specifications, or by others, shall be included in the Contract and consists of furnishing all labor and materials for connection.

PART 27—WELDING

- A. Each Electrical Contractor shall be responsible for the quality of welding done by his or her organization (if any) and shall repair or replace any work not done in accordance with specifications. If required by the Owner, the Electrical Contractor shall cut at least three (3) welds during the job for x-raying and testing. These welds are to be selected at random and shall be tested as a part of the responsible Contractor's work. Certification of these tests and x-rays shall be submitted, in triplicate, to the Owner. In case a faulty weld is discovered, the Contractor shall be required to furnish additional tests until satisfactory results are obtained.

PART 28 —ACCESSIBILITY

- A. Each Contractor shall be responsible for the sufficiency of the size of shafts and chases and the adequate clearance in double partitions and hung ceilings for the proper installation of the work. He or she shall cooperate with all other Contractors whose work is in the same space, and shall advise the General Contractor of any requirements. Such spaces and clearances shall, however, be kept to the minimum size required.
- B. The Contractor shall locate and install all equipment so that it may be serviced, operated, or maintained in fully accessible positions. Equipment shall include but not be limited to valves, traps, cleanouts, motors, controllers, switch gears, drain points, filter removal, etc. Minor deviations from drawings may be made to allow for better accessibility, and any change shall be approved where the equipment is concealed.
- C. Each Contractor shall provide to the General Contractor the exact locations of access panels for each concealed valve, control damper or other device requiring service as shown on Architect's plans or as required. If required for better accessibility, the Mechanical Contractor shall notify the Owner and General Contractor as to need and location. Access panels shall be provided and installed by the General Contractor and as specified in the Architectural sections of the Specifications. Locations of these panels shall be submitted in sufficient time to be installed in the normal course of work.

PART 29—MOTORS

- A. Motors shall be built in accordance with the latest standards of NEMA and as specified. Motors shall be tested in accordance with standards of A.S.A. C50 and conform thereto for insulation resistance and dielectric strength.
- B. Each motor shall be provided with conduit terminal box, adequate starting and protective equipment as specified or required. The capacity shall be sufficient to operate associated driven devices under all conditions of operation and load and without overload, and at least horsepower indicated or specified. Each motor shall be selected for quiet operation.

PART 30—CUTTING AND PATCHING

- A. Unless otherwise indicated or specified, each Electrical Contractor shall provide his or her own cutting and patching necessary to install the work specified in this Division. Patching shall match adjacent surfaces to the satisfaction of the Owner.
- B. No structural members shall be cut without the approval of the Owner and all such cutting shall be done in a manner directed by Owner.

PART 31—SLEEVES AND PLATES

- A. Each Electrical Sub-contractor shall provide and locate all sleeves and inserts required for the work before the floors and walls are built, or shall be responsible for the cost of cutting and patching required for pipes where sleeves and inserts were not installed, or where incorrectly located. Each Electrical Contractor shall do all drilling required for the installation of his hangers.
- B. Sleeves shall be provided for all electrical conduit passing through concrete floor slabs and concrete, masonry, tile and gypsum wall construction. Sleeves shall not be provided for piping running imbedded in concrete or insulating concrete slabs on grade, unless otherwise noted.
- C. Where sleeves are placed in exterior walls below grade, the space between the pipe or conduit and the sleeves shall be packed with approved sealant and made completely water tight.
- D. Where conduit motion due to expansion and contraction will occur, make sleeves of sufficient diameter to permit free movement of pipe. Check floor and wall construction finishes to determine proper length of sleeves for various locations; make actual lengths to suit the following:
 - 1. Terminate sleeves flush with walls, partitions and ceiling.
 - 2. In areas where pipes are concealed, as in chases, terminate sleeves flush with floor.
 - 3. In all areas where pipes are exposed, extend sleeves 1/4 inch above finished floor, except in rooms having floor drains, where sleeves shall be extended 3/4 inches above floor.
- E. Sleeves shall be constructed of 24 gauge galvanized sheet steel with lock seam joints for all sleeves set in concrete floor slabs terminating flush with the floor. All other sleeves shall be constructed of galvanized steel pipe unless otherwise indicated on the drawings.
- F. Fasten sleeves securely in floors and walls so that they will not become displaced when concrete is poured or when other construction is done around them. Take precautions to prevent concrete, plaster or other materials being forced into the space between pipe and sleeve during construction.

PART 32—WEATHERPROOFING

- A. Where any work pierces waterproofing, including waterproof concrete, the method of installation shall be as approved by the Owner before work is done. The Electrical Contractor shall furnish all necessary sleeves, caulking and flashing required to make openings absolutely watertight.

PART 33—OPERATING INSTRUCTIONS

- A. Upon completion of all work and all tests, each Electrical Contractor shall furnish the necessary skilled labor and helpers for operating the systems and equipment for a period of three (3) days, of eight (8) hours each, or as otherwise specified. During this period, instruct the Owner or representative fully in the operations, adjustment, and maintenance of all equipment furnished. Give a least forty-eight (48) hours' notice to the Owner in advance of this period.
- B. Each Electrical Contractor shall furnish to the General Contractor four (4) complete bound sets for delivery to the Owner of typewritten and/or blueprinted instructions for operating and maintaining all systems and equipment included in this contract. All instructions shall be

submitted in draft, for approval, prior to final issue. Manufacturer's advertising literature or catalogs will not be acceptable for operating and maintenance instructions.

- C. Each Electrical Contractor, in the above mentioned instructions, shall include the maintenance schedule for the principal items of equipment furnished under this contract and a detailed, easy to read parts list and the name and address of the nearest source of supply.

PART 34—SCAFFOLDING, RIGGING AND HOISTING

- A. Each Contractor shall furnish all scaffolding, rigging, hoisting and services necessary for erection and delivery onto the premises of any equipment and apparatus furnished. All such temporary appurtenances shall be set up in strict accord with OSHA Standards and Requirements. Remove same from premises when no longer required.

PART 35—CLEANING

- A. Each Contractor shall, at all times, keep the area of work presentable to the public and clean of rubbish and debris caused by operations; and at the completion of the work, shall remove all rubbish, debris, all tools, equipment, temporary work and surplus materials from and about the premises, and shall leave the area clean and ready for use. If the Contractor does not attend to such cleaning upon request, the Owner may cause cleaning to be done by others and charge the cost of same to the responsible Contractor. Each Contractor shall be responsible for all damage from fire which originates in, or is propagated by, accumulations of rubbish or debris.
- B. After completion of all work and before final acceptance of the work, each Contractor shall thoroughly clean all equipment and materials and shall remove all foreign matter such as grease, dirt, plaster, labels, stickers, etc. from the exterior of piping, equipment, fixtures and all other associated or adjacent fabrication.

PART 36—PAINTING

- A. In general, all finish painting shall be accomplished under the Painting Section of the Specifications by the General Contractor. If in doubt, contact the Owner.

END OF SECTION.

SECTION 16B—SCOPE OF THE ELECTRICAL WORK

- Part 1—General
- Part 2—Scope of the Electrical Work

PART 1—GENERAL

- A. Each Electrical Contractor's attention is directed to Section 16A—General Provisions, and all other Contract Documents as they apply to the work.

PART 2—SCOPE OF THE ELECTRICAL WORK

- A. The Electrical work for this project includes all labor, materials, equipment, fixtures, backfill and related items required to completely install, test, place in service and deliver to the Owner complete electrical systems in accordance with the accompanying plans and all provisions of these specifications This work shall primarily include, but is not limited to, the following:
 1. All conduits, conductors, outlet boxes, fittings, etc.
 2. All switch gear panels, disconnect switches, fuses, transformers, contactors, starters, etc.
 3. All wiring devices and device plates.
 4. Electrical connection to all electrically operated equipment.

5. Inspection of electrical system by licensed Electrical Inspector.
6. Grounding.
7. All necessary coordination with electric utility company to ensure that work connections, etc. that they are to provide is accomplished.
8. All necessary fees and costs for permits, inspections, work by utility companies, etc.
9. Indication of circuit use on existing panel board directory, where power is obtained.

END OF SECTION

SECTION 16C—REQUIRED SHOP DRAWINGS, DESCRIPTIVE LITERATURE, MAINTENANCE MANUALS, PARTS LIST, SPECIAL WRENCHES, TOOLS AND KEYS

Part 1—Shop Drawings

Part 2—Special Wrenches, Tools and Keys

Part 3—Maintenance and Operation Manuals

PART 1—SHOP DRAWINGS

- A. Each Electrical Contractor shall submit to the Owner, within ten (10) days after the date of the Contract, three (3) sets of shop drawings and/or manufacturer's descriptive literature on all equipment required for the fulfillment of the contract. Each shop drawing and/or manufacturer's descriptive literature shall have proper notation indicated on it and shall be clearly referenced as to specifications, schedules, panel numbers, etc., so that the Owner may readily determine the particular item the Contractor proposes to furnish. All data and information scheduled, noted, or specified shall be noted in red on the submittals. The Contractor shall make any corrections or changes required and shall resubmit for final approval as outlined above. Approval of such drawings, descriptive literature and/or schedules shall not relieve the Contractor from responsibility of deviation from drawings or specifications unless they have, in writing, directed the Owner's attention to such deviations at the time of submission of drawings, descriptive literature and schedules; nor shall it relieve them from responsibility for errors of any nature in shop drawings, descriptive literature and schedules. The term "as specified" will not be accepted.
- B. If the Contractor fails to comply with the requirements set forth above, the Owner shall have the option of selecting any or all items listed in the specifications or on the drawings; and the Contractor will be required to furnish all materials in accordance with this list.
- C. It shall be noted that approval of shop drawings by the Owner applies only to conformance with the design concept of the project and general compliance with the information given in the contract documents. In all cases, the installing Contractor alone shall be responsible for furnishing the proper quantity of equipment and/or materials required, for seeing that all equipment fits the available space in a satisfactory manner and that piping, electrical and all other connections are suitably located.
- D. The Owner's review and approval of shop drawings, schedules or other required submittal data shall not relieve the Contractor from responsibility for: the adaptability of the equipment or materials to the project; compliance with applicable codes, rules, regulations; information that pertains to fabrication and installation; dimensions and quantities; electrical characteristics; and coordination of the work with all other trades involved in this project. Neither shall it relieve the Contractor from responsibility for error in shop drawings or schedules.
- E. No final rough-in, connections, etc. shall be accomplished until approved equipment shop drawings are in the hands of the Contractors concerned. It shall be each Contractor's responsibility to obtain approved shop drawings and to make all connections, etc. in the neatest and most workmanlike manner possible. Each Contractor shall coordinate with all the other Contractors having any connections, roughing-in, etc. to the equipment.

- F. In accord with the provisions specified hereinbefore, shop drawings, descriptive literature and schedules shall be submitted on each of the following:
1. Hand-Dryers
 2. Wiring Devices
 3. Light Fixtures

PART 2—SPECIAL WRENCHES, TOOLS AND KEYS

- A. Each Electrical Contractor shall provide, along with the equipment provided, any special wrenches or tools necessary to dismantle or service equipment or appliances installed by him or her. Wrenches shall include necessary keys, handles and operators for valves, cocks, etc. and keys to electrical panels, emergency generators, the alarm pull boxes and panels, etc. At least one of any such special wrench keys, etc. shall be turned over to the Owner prior to completion of the project.

PART 3—MAINTENANCE AND OPERATION MANUALS

- A. Upon substantial completion of the project, the Electrical Contractor shall deliver to the Owner (in addition to the required Shop Drawings) three (3) complete copies of operation and maintenance instructions and parts lists for all equipment provided. These documents shall at least include:
1. Detailed operating instructions.
 2. Detailed maintenance instructions including preventive maintenance schedules.
 3. Addresses and phone numbers indicating where parts may be purchased.

END OF SECTION

SECTION 16D—CUTTING, PATCHING AND REPAIRING

Part 1—General

PART 1—GENERAL

- A. Each Electrical Contractor shall be responsible for all openings, sleeves, trenches, etc. that may be required in floors, roofs, ceilings, walls, etc., and shall coordinate all such work with the General Contractor and all other trades. The Electrical Contractor shall coordinate with the General Contractor any openings which are to be provided before submitting a bid proposal in order to avoid conflict and disagreement during construction. Improperly located openings shall be reworked at the expense of the responsible Contractor.
- B. Each Electrical Contractor shall plan the work ahead and shall place sleeves, frames or forms through all walls, floors and ceilings during the initial construction, where it is necessary for conduit, buss duct, conductors, wireways, etc. to go through; however, when this is not done, this Contractor shall do all cutting and patching required for the installation of the work, or shall pay other trades for doing this work when so directed by the Owner. Any damage caused to the buildings by the workers of the responsible Contractor must be corrected or rectified at his or her own expense.
- C. Each Electrical Contractor shall cut holes in casework, equipment panels, etc. (if any), as required to pass pipes in and out.
- D. Each Electrical Contractor shall notify other trades in due time where openings will be required for chases in new concrete or masonry. He or she shall set all concrete inserts and sleeves for the work. Failing to do this, he or she shall cut openings for the work and patch same as required at his or her own expense.

- E. Openings in slabs and walls shall be cut with core drill. Hammer devices will not be permitted. Edges of trenches and large openings shall be scribe cut with a masonry saw.
- F. Cast iron sleeves shall be installed through all walls where pipe enters the building below grade. Sleeves shall be flush with each face of the wall and shall be sufficiently larger than the entering pipe to permit thorough caulking with approved sealant between pipe and sleeve for waterproofing.
- G. In all cases, sleeves shall be at least two pipe sizes larger than nominal pipe diameter.
- H. Sleeves passing through roof or exterior wall or where there is a possibility of water leakage and damage shall be caulked water tight for horizontal sleeves and flashed and counter-flashed and soldered to the piping, lapped over sleeve and properly weather sealed.
- I. All rectangular or special shaped openings in plaster, stucco or similar materials, including gypsum board, shall be framed by means of plaster frames, casing beads, wood or metal angle members as required. The intent of this requirement is to provide smooth even termination of wall, floor and ceiling finishes as well as to provide a fastening means for lighting fixtures, panels, etc. Lintels shall be provided where indicated over all openings in bearing walls, etc.
- J. No cutting is to be done at points or in a manner that will weaken the structure and unnecessary cutting must be avoided. If in doubt, contact the Owner.
- K. Each Electrical Contractor shall be responsible for properly shoring, bracing, supporting, etc., any existing and/or new construction to guard against cracking, settling, collapsing, displacing or weakening while openings are being made. Any damage occurring to the existing and/or new structures, due to failure to exercise proper precautions or due to action of the elements, shall be promptly and properly made good to the satisfaction of the Owner.
- L. All work improperly done or not done at all as required by the Electrical trades in this section will be performed by the General Contractor at the direction of the Contractor whose work is affected. The cost of this work shall be paid for by the Contractor responsible.

END OF SECTION

SECTION 16E—EXCAVATION, TRENCHING, BACKFILLING AND GRADING

- Part 1—General
- Part 2—Subsurface Data
- Part 3—Bench Marks and Monuments
- Part 4—Excavation
- Part 5—Backfill

PART 1—GENERAL

- A. Each Electrical Contractor's attention is directed to Section 16A—General Provisions, and all other contract documents as they may apply to the work.
- B. Each Electrical Contractor shall include all excavating, filling, grading and related items required to complete the work as shown on the drawings and specified herein.
- C. Electrical distribution lines shall, in no case, be placed in the same trench with sanitary storm, domestic or fire protection water lines. Depths of bury shall be as indicated on the drawings.

PART 2—SUBSURFACE DATA

- A. Materials to be excavated shall be unclassified, and shall include earth, rock, or any other material encountered in the excavation to the depth and extent indicated on the drawings and specified herein. Adjustment in the Contract sum will be made on account of the presence of rock encountered in the excavating. Limits of reimbursement for rock removal shall be based

only on per cubic yard of rock removed based on the size of the pipe or conduit being installed and agreed upon with the Owner prior to excavation.

PART 3—BENCH MARKS AND MONUMENTS

- A. Maintain carefully all bench marks, monuments and other referenced points. If disturbed or destroyed, replace as directed.

PART 4—EXCAVATION

- A. Each Electrical Contractor shall accept the site as found and remove all trash, rubbish and material from the site prior to starting excavation.
- B. Excavate trenches to sufficient width and depth for proper installation of the work and where required, smooth the bottom on the trench with hand tools.
- C. The removal of rock shall be accomplished by use of hand or power tools only. Blasting shall not be permitted unless authorized in writing by the Owner. Any damage to existing structures, exterior services or rock intended for bearing, shall be corrected at the responsible Contractor's expense.
- D. Keep trenches free from water while construction therein is in progress. Under no circumstances lay conduit or cable in water. Pumping or bailing water from this Contractor's trenches, which is required during construction shall be accomplished at the Contractor's expense.
- E. In no case shall excavation be accomplished that will damage in any way the new structure, existing structures, equipment, etc. Each Contractor shall take the necessary steps to prevent flow of eroded earth by water or landslide onto the property of others, or against the structures. The cost of excavation, and any damages, shall be borne by the responsible Contractor.

PART 5—BACKFILL

- A. Backfill shall be accomplished with clean, debris-free earth and the new earth tamped at 12" intervals so as to avoid earth sinks along the trench. The responsible Contractor will be required to return to the project and fill any sunken areas along the route of the work.
- B. Backfill trenches only after conduit and cable have been inspected, tested, and locations of pipe lines have been recorded on "as-built" drawings.
- C. The backfill below paved areas shall be brought to proper grade to receive the sub-base and paving. No paving shall be placed on uncompacted fill.
- D. The backfill below sodded or seeded areas shall be brought to within six inches of finished grade. The remaining six inches shall be backfilled with clean soil.

END OF SECTION

SECTION 16F—GROUNDING

- Part 1—General
- Part 2—Materials
- Part 3—Installation

PART 1—GENERAL

- A. All metallic conduit, wireways, supports, cabinets and equipment shall be grounded in accordance with the latest issue of the National Electrical Code and as shown on the Contract Drawings.
- B. The size of the grounding conductor for service equipment shall be not less than that given in Article Nos. 250-91 through 250-95 of the National Electrical Code, and/or as shown on the Contract Drawings.
- C. Grounding buss and non-current carrying metallic part of all equipment and conduits shall be securely grounded by connection to common ground.

PART 2—MATERIALS

- A. Ground wires and cables shall be of the AWG sizes shown on the Contract Drawings. All ground wires and cables shall be copper.
- B. All grounding fittings shall be heavy cast bronze or copper of the mechanical type.

PART 3—INSTALLATION

- A. All grounding conductors shall be protected from mechanical injury and shall be rigidly supported. If ground conductors are run through conduit, they shall be securely bonded to such conduit at the entrance and exit. All connection of equipment shall be made with an approved type of solderless connection and same shall be bolted or clamped to equipment or conduit.
- B. All equipment grounding conductors to receptacles, electric heaters and other equipment not exceeding No. 10 AWG in size shall be green colored type "TW".
- C. Bonding terminals and connectors for grounding shall be of the thermal welded type or mechanical type, as required.
- D. Resistance to the grounding at the service entrance equipment shall be in accordance with the N.E.C.
- E. All circuits shall have a separate grounding conductor.

END OF SECTION

SECTION 16G—RACEWAYS & FITTINGS

- Part 1—General
- Part 2—Materials
- Part 3—Supports and Hangers
- Part 4—Insulated and Insulating Bushings
- Part 5—Installation
- Part 6—Specialties

PART 1—GENERAL

- A. This section covers the conduit, conduit fittings, and junction boxes, splice boxes and related items necessary to complete the work as shown on the drawings and specified herein.

PART 2—MATERIALS

- A. All conduits for installation in exterior, dusty and moist areas shall be rigid, heavy wall, threaded and rustproof. All conduit exposed above ground shall be metal.
- B. Thin wall (EMT) conduit may be used in areas other than those above except where exposed to injury, in which case rigid heavy wall shall be used.
- C. Flexible conduit shall be used where permitted by NEC. Conduit shall be installed with connectors designed for the purpose. All flexible conduit shall be single piece. No joints shall be installed. Flexible conduit shall not be used in wet or dusty locations or where subject to oil, water or other damaging environments.
- D. Weatherproof flexible conduit shall be single strip neoprene covered equivalent to "Liquatite" or "Sealtite" Type "UA". Flexible conduit shall be installed in such a manner that it will not tend to pull away from the connectors. Flexible connections to motors in dusty areas shall be dust tight and in areas exposed to the weather shall be weatherproof.
- E. Rigid, thin wall (EMT) and flexible conduit shall conform to the Underwriters Laboratory, Inc. (UL) and the National Electrical Code (NEC).
- F. Conduit fittings and junction boxes and fittings shall be dust tight and threaded for dusty areas, weatherproof for exterior, and vapor tight for moist areas.
- G. All surface mounted round base conduit fittings shall be provided with mounting hubs.
- H. Fittings for this wall (EMT) conduit shall be mechanical compression, waterproof type only. Set screw fittings shall not be acceptable.

PART 3—SUPPORTS AND HANGERS

- A. All conduit supports shall be two (2) hole metal straps. The use of tie-wire for supports in over-ceiling areas will not be permitted.

PART 4—INSULATED AND INSULATING BUSHINGS

- A. Shall be as manufactured by O.Z. Co., Appleton, Efcor or approved equivalent.

PART 5—INSTALLATION

- A. This Contractor shall lay out and install all conduit systems so as to avoid any other service or systems, the proximity of which may prove injurious to the conduit or conductors which it confines. Size of all conduit shall conform to Table No. 1, Chapter 9, of the National Electrical Code, unless otherwise shown on the Contract Drawings. No conduit larger than 1" shall be installed in poured concrete slabs. All this shall be held below slab. Conduit shall be kept at least 6" from flues or hot water pipes. All exposed conduit shall be installed with runs parallel or perpendicular to walls, structural members or intersections of vertical planes and ceilings, with right angle turns consisting of cast metal fittings or symmetrical bends unless otherwise shown. All conduit shall have supports spaced not more than 8' apart using 2-hole metal straps. Conduit shall be installed in such a manner so as to ensure against trouble from the collection of trapped condensation and all runs of conduit shall be arranged so as to be devoid of traps. Trapped conduit runs shall be provided with explosion proof drains at low points. Runs of conduit shall not have more than three 90° bends. Junction boxes shall be installed so that conduit runs will not exceed 85' or as shown on the Contract Drawings.
- B. Underground electric service rigid steel conduit below the concrete floor slab shall be painted with two coats of asphaltic paint.
- C. All underground or underfloor conduits shall be swabbed free of all moisture and debris before conductors are pulled.
- D. All conduits, unless otherwise indicated, shall be 3/4" minimum.

PART 6—SPECIALTIES

- A. All EMT terminations at junction boxes, panels, etc., shall be made with locknuts, case hardened, and appropriate fittings with insulated liners. Connector and couplings shall be mechanical pressure type. All rigid conduit shall have double locknuts.
- B. All rigid conduit, except main and branch feeders, shall have heavy fiber insulating bushings reinforced with double locknuts. All branch and main feeders shall have insulated bushings with grounding lugs and bonded to enclosures with #8 copper jumpers, except at pad mounted transformers.
- C. All feeder and branch circuits where they cross an expansion joint in the building construction shall be fitted with expansion fittings.
- D. All conduit stubbed through floor during construction shall have openings protected with plastic caps approved for this purpose. Connections on both ends of all flexible conduit shall be equivalent to Thomas and Betts, Appleton, Efcor, or approved equivalent.

END OF SECTION

SECTION 16H—CONDUCTORS, IDENTIFICATION, SPLICING DEVICES & CONNECTORS

- Part 1—General
- Part 2—Materials
- Part 3—Installation

PART 1—GENERAL

- A. This section of the Specifications covers all of the electrical power, lighting, and control power (line voltage) conductors.

PART 2—MATERIALS

- A. Conductors:
 - 1. All conductors shall be 98% conductive annealed copper unless otherwise noted.
 - 2. Lighting and receptacle branch circuits shall be not less than No. 12 copper wire or of the sizes shown on the drawings with Type THW or THHN insulation. All feeder circuits shall be Type THW of the size as shown on the Contract Drawings.
 - 3. All wire on the project shall be stranded.
 - 4. All wire on the project shall be new, in good condition, and shall be delivered in standard coils or reels.
 - 5. The color of the wire shall be selected to conform with Section 210-5 of the latest edition of the National Electrical Code, or as specified herein.
 - 6. All equipment grounding conductors shall have green color insulation.
 - 7. Conductors used for motor connections and connections to vibrating oscillating equipment shall be extra flexible.
 - 8. Conductors for main ground from neutral buss, equipment grounding buss, grounding grid and main cold water pipe connection shall be bare copper.
 - 9. All conductors shall be identified by color code and by means of labels placed on conductors in junction boxes and at terminal points with Brady, Gardner, T & B or approved equivalent, labels indicating source, circuit No. or terminal No.
- B. Splicing Devices & Connectors:
 - 1. Splicing devices for use on No. 14 to No. 10 AWG conductors shall be pressure type such as T & B "Sta-Kon", Burndy, Reliable or approved equivalent.
 - 2. Terminating pressure applied ring type terminations shall be employed on motor and equipment terminals where such terminals are provided on motor and equipment leads.
 - 3. The use of split-bolt clamps will not be permitted.
 - 4. Large connectors (lugs) shall be mechanical type.

PART 3—INSTALLATION

- A. The pulling of all wires and cable on this project shall be performed in strict compliance with applicable sections of the National Electrical Code. No conductor entering or leaving a cabinet or box shall be deflected in such a manner as to cause excessive pressure on the conductor insulation and after all insulation and insulating bushings are in place.
- B. The radius of bending of conductors shall be not less than eighteen (18) times the outside diameter of the conductor insulation.
- C. Conductors for isolated power systems shall be installed in as short a run of conduit as practicable. No pulling soap shall be used on conductors in isolated power systems.
- D. Color Coding
 - 1. Conductors to be color coded as follows:
 - 120/240 Volt Conductors:
 - Phase A - Black
 - Phase C - Red
 - Neutral - White

END OF SECTION

SECTION 161—CABINETS, OUTLET BOXES & PULL BOXES

- Part 1—General
- Part 2—Materials & Installation
- Part 3—Special Notice

PART 1—GENERAL

- A. This section of the specifications covers all electrical cabinets, outlet boxes and pull boxes.
- B. Continuous runs of conduit shall have pull boxes at least each eighty-five (85) feet of run, or as near as possible to that limit.

PART 2—MATERIALS & INSTALLATION

- A. Cabinets, Outlet & Pull Boxes:
 - 1. Cabinets for lighting and power, pull boxes, outlet boxes, or any other purposes specified or shown on the Contract Drawings, shall be constructed of code gauge, galvanized steel with sides formed and corner seams riveted or welded before galvanizing. Boxes assembled with sheet metal screws will not be accepted. Pull boxes shall include all boxes used to reduce the run of conduit to the required number of feet or bends, supports, taps, troughs, and similar applications and shall also be constructed as specified above. All cabinets and boxes for NEMA 1 and 1A application shall be provided with knockouts, as necessary, or shall be cut in the field by approved cutting tools which will provide a clean symmetrically cut opening.
 - 2. Unless otherwise noted on the drawings or in the specifications, outlet boxes shall be installed at the following heights to center of box:
 - a. Wall switches 4'0" AFF
 - b. Hand Dryers 5'0" AFF
 - 3. The location of outlets as shown on the drawings shall be considered as approximate only. It shall be incumbent upon this Contractor to study the general building drawings with relation to spaces surrounding each outlet, in order to make the work fit the work of others and in order that, when the fixtures are installed, they will be symmetrically located

and will not interfere with any other work or equipment. Any change in fixture or layout shall be coordinated with and approved by the Owner before this change is made.

4. Cabinets, outlet boxes (FTGS) and junction or pull boxes (FTGS) shall be threaded for rigid-threaded conduit, dust-tight, vapor-tight or weatherproof as required for areas other than for NEMA 1 or 1A application. These shall be as manufactured by Crouse-Hinds, Appleton, Pyle-National, Killark, or approved as equivalent.
5. NEMA 1 or 1A cabinets, outlet boxes or pull or junction boxes shall be as manufactured by Appleton, Steel City, T & B, or approved equivalent.
6. Outlet boxes for switches, receptacles, telephone, etc., concealed in walls shall be galvanized steel, 2" x 4" x 1 1/2" with plaster cover for one (1) or two (2) devices, as required. Where outlet boxes are installed in walls of glazed tile, brick, concrete block, or other masonry which will not be covered with plaster or in walls covered by wood wainscot or paneling, deep sectional masonry boxes shall be used and they shall be completely covered with the plates or lighting fixtures. This Contractor shall cooperate with the brick layers, block layers and carpenters to ensure that the outlet boxes are installed straight and snugly in the walls.
7. Boxes for more than two (2) devices shall be for number of devices required and shall be one piece. No ganging of single switch boxes will be allowed.
8. Outlets for use on this project shall have only the holes necessary to accommodate the conduit at the point of insulation and shall be rigidly secure in position. Boxes with knockout removed and openings not used shall be replaced.

PART 3—SPECIAL NOTICE

- A. Openings for conduit entrance in cabinets and boxes shall be prefabricated, punched, drilled and/or reamed. The use of a cutting torch for this purpose is prohibited.

END OF SECTION

SECTION 16J—ELECTRICAL DISTRIBUTION EQUIPMENT

- Part 1—Branch Panel Boards
- Part 2—Installation Instructions
- Part 3—Safety Switches
- Part 4—Fuses
- Part 5—Transclosure and Pad

PART 1—BRANCH PANEL BOARDS

- A. This section covers power panel boards (refer to schedule and notes on Contract Drawings and One-Line Diagram, of the Contract Drawings).
- B. All panel boards shall be of the circuit breaker type, and shall be of one manufacturer.
- C. Branch panel boards shall be as indicated on the drawings and as specified herein. The lighting panel boards shall be of the dead-front, quick-made, quick-break, plug-in circuit breaker type, with trip indicating and trip free handles. All circuits shall be clearly and properly numbered and shall be provided with thermal magnetic protection. The panel boards shall be enclosed in code gauge, galvanized steel cabinets with smooth finished hinged doors without visible external fasteners and heavy chrome locks. Locks shall all be keyed alike. Each door shall have a directory card inside covered with a plastic shield, filled in with black India ink or typewritten with circuit numbers and description indicated.
- D. Branch panel boards shall be surface or flush mounted as indicated on the Contract Drawings.
- E. Circuit breakers shall be of 10,000 A.I.C. RMS symmetrical rating.
- F. All main buss and connections thereto in branch panel boards shall be aluminum. All buss bars shall extend full length of panel boards.

- G. All circuit breakers used to switch lights shall be SWD rated.
- H. Panels shall be Square D or approved equivalent.

PART 2—INSTALLATION INSTRUCTIONS

- A. All dust and debris shall be removed from the panels before they are energized and placed in service.
- B. All panel board fronts shall be omitted until final punch list inspection if made. Directories for each panel board shall be completed and available for review by the Owner at that time.

PART 3—SAFETY SWITCHES

- A. Provide general duty safety switches as a final disconnect means as required by NEC and as indicated on the Contract Drawings.
- B. All safety switches shall be NEMA type 1 and General Duty Type GD and UL listed.
- C. All safety switches shall have switch blades that are fully visible in the "OFF" (open) position with the door open.
- D. All current carrying parts shall be plated by an electrolytic process to resist corrosion and to promote cooling.
- E. Switch mechanism shall be quick-made, quick-break, load rated, such that during normal operation of the switch, the operation of the contacts shall not be capable of being restrained by the operating handle after the closing and opening action of the contacts has started. The handle and mechanism shall be an integral part of the box (not cover) with facilities for pad locking in the open or closed position with up to three (3) padlocks.
- F. Switches shall be as manufactured by Square D or approved equivalent.

PART 4—FUSES

- A. Upon completion, the Contractor shall provide the Owner with spare fuses as shown below. All fuses shall be BUSSMANN or Reliance Economy.
- B. 10% (minimum of 3) of each type and rating of installed fuses shall be supplied as spares.
- C. No fuses shall be installed in the equipment until the installation is complete, including tests and inspections required prior to being energized. All fuses shall be of the same manufacturer to ensure retention of selective coordination, as designed.
- D. Circuits 0 to 600 amperes shall be protected by current limiting BUSSMANN LOW-PEAK Dual Element Fuses, LPN-RK (250 volts) or LPS-RK (600 volts). All dual element fuses shall have separate overload and short circuit elements. Fuse shall incorporate a spring activated thermal overload element having 284°F melting point allow and shall be independent of the short-circuit clearing chamber. The fuse shall hold 500% of rated current for a minimum of 10 seconds and be listed by Underwriters Laboratories, Inc. with an interrupting rating of 200,000 amperes r.m.s. symmetrical. The fuses shall be UL Class RK1.
- E. Circuit breaker panels shall be protected by BUSSMANN LOW-PEAK Dual Element fuses LPN-RK (250 volts) or LPS-RK (600 volts) as shown on the drawings. The fuses shall be UL Class RK1.

PART 5—TRANCLOSURE AND PAD

- A. Transclosure - pad mount weatherproof housing with tamper-proof screws and hinged lockable access doors. Cabinet shall include rails, clips, and supports for mounting of specified equipment. Transclosure is to be of heavy duty construction, with necessary brackets for equipment mounting. Pad shall be a concrete slab with a minimum thickness of 6" above finish grade, and provide cast linear slot for entry and exit conduits.

ADDITIONAL INFORMATION: NEW SERVICE

SCOPE OF WORK

A. The scope of work for this project is to disconnect power from existing structure prior to demolition and establish a new service in an enclosure by the large ball field adjacent to existing underground junction box. Construct a concrete pad to specified dimensions per detail below and install an enclosure for the new electrical service on the pad. Cabinet is to be anchored securely to the pad using concrete wedge anchors.

PARTS LIST

Enclosure –	Hoffman	A60R7224FSLP 60" X 72" X 24"
Panel –	Square D LOAD CENTER	QO MB 240V 225A 1PH 40SP QO140M225
Meter Base –	Square D type 3R	400amp service
Contactors –	(3) ABB part #	A75-40-00-84 100amp 4 pole 120/240 volt lighting contactor with 120 volt coil.
Conduit –	(1) 2 1/2in rigid	(supply)
	(1) 3/4in sch 40	(ground)
	(4) 1in Sch 40	(stubbed up in enclosure for future use)

ADDITIONAL NOTES:

Drawings are schematic only.
 All conduit connections to be watertight.
 Surface of concrete pad to be 6" minimum above finish grade.
 Add in (4) four 1in sch 40 stub ups into the enclosure and terminating beyond pad for future expansion.
 Minimum distance from front edge of pad to front of enclosure should be 48".
 All conduit above ground to be rigid, except for ground on enclosure, which is to be 3/4 Sch 40 PVC.
 Remove all surplus, materials, cuttings, packaging and debris from the site during execution and at final completion of the work.

CONCRETE PAD DETAIL

Hoffman A60R7224FSLP Enclosure detail

END OF SECTION