



**CONTRACT DOCUMENTS  
AND  
SPECIFICATIONS**

**FOR**

**Town Branch WWTP Concrete Channel Repairs**

---

**Bid Number 56-2022**

**May 2022  
Issued for Bid**

**PREPARED BY:**

**Lexington – Fayette Urban County Government  
Division of Water Quality**

**COUNCIL CLERK'S EXECUTED COPY**

**TABLE OF CONTENTS**

**CONTRACT DOCUMENTS**

**TOWN BRANCH WWTP CONCRETE CHANNEL REPAIRS**

---

PART I	ADVERTISEMENT FOR BIDS
PART II	INFORMATION FOR BIDDERS
PART III	FORM OF PROPOSAL
PART IV	GENERAL CONDITIONS
PART V	SPECIAL CONDITIONS
PART VI	CONTRACT AGREEMENT
	NOTICE OF AWARD
	NOTICE TO PROCEED
PART VII	PERFORMANCE AND PAYMENT BONDS
PART VIII	ADDENDA
PART IX	TECHNICAL SPECIFICATIONS
	01 11 00 – SUMMARY OF WORK
	03 20 00 – CONCRETE REINFORCEMENT
	09 96 00 – COATING SYSTEMS FOR REHABILITATION OF WASTEWATER STRUCTURES
	40 71 69 – OPEN CHANNEL FLOW MEASUREMENT – PARSHALL FLUME

**BIDDING AND CONTRACTING REQUIREMENTS**



**PART I**

**ADVERTISEMENT FOR BIDS**

**INDEX**

---

1.	INVITATION .....	AB-2
2.	DESCRIPTION OF WORK .....	AB-2
3.	OBTAINING PLANS, SPECIFICATIONS, AND BID DOCUMENTS .....	AB-2
4.	METHOD OF RECEIVING BIDS .....	AB-3
5.	METHOD OF AWARD .....	AB-3
6.	BID WITHDRAWAL .....	AB-3
7.	BID SECURITY .....	AB-3
8.	SUBMISSION OF BIDS .....	AB-3
9.	RIGHT TO REJECT .....	AB-3
10.	NOTIFICATION TO THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT FOR AFFIRMATIVE ACTION PLAN.....	AB-4
11.	NOTICE CONCERNING DBE GOAL.....	AB-4
12.	PRE-BID MEETING, SITE VISITS, AND QUESTIONS.....	AB-5

## ADVERTISEMENT FOR BIDS

### 1. INVITATION

Sealed proposals for the following work will be received by the Lexington-Fayette Urban County Government (LFUCG) via Ion Wave (<https://lexingtonky.ionwave.net>) until **2:00 pm**, local time, **June 21, 2022**, for furnishing all labor and/or materials and performing all work as set forth in the Contract Documents prepared by and for Lexington-Fayette Urban County Government, Division of Water Quality (OWNER). All forms and Contract Documents normally filled out and attached with bid submission shall be downloaded from Lynn Imaging's Planroom and may be viewed on Ion Wave. All notary requirements are waived for this solicitation. A copy of bid bond must be included with submission. Immediately following the scheduled closing time for reception of Bids, all proposals which have been submitted in accordance with the above will be opened electronically and a bid tab sheet will be posted on Ion Wave within approximately 30 mins.

**Due to the current environment and recommendations for social distancing, LFUCG will only be accepting bids on-line through Ion Wave for this solicitation. Base bid and alternate totals (if required) should be provided on the appropriate line items tab on Ion Wave. Submissions without line-item totals (if required) may be rejected and deemed non responsive. THESE INSTRUCTIONS SUPERCEDE ALL OTHER BID SUBMISSION INSTRUCTIONS PROVIDED IN THIS PACKAGE. PLEASE SUBMIT ALL QUESTIONS VIA THE Q&A MODULE ON ION WAVE.**

### 2. DESCRIPTION OF WORK

In the early 2000s, an odor control improvements project was completed at Town Branch WWTP. This project included the installation of aluminum covers on the open channels in the grit chamber areas and downstream into the primary clarifier areas. Since the installation of these covers, considerable microbial-induced concrete corrosion has occurred in the channels at the normal water level and above. The intent of the Town Branch WWTP Concrete Channel Repairs is to address this ongoing concrete degradation by rebuilding the concrete surfaces and applying a protective coating on the restored surfaces to inhibit further microbial-induced corrosion. The Town Branch WWTP Concrete Channel Repairs includes labor, materials, tools, equipment, testing, and all other incidental work to complete these concrete repairs. While not intended to be all-inclusive, following is a list of required tasks:

- A. Installing temporary bulkheads to divert flow as required to perform work.
- B. Cleaning and performing surface preparation work in tanks and channels where repairs and coatings are specified.
- C. Replacing reinforcement and completing spot structural repairs where required.
- D. Rebuilding the thickness of the deteriorated concrete with a repair coating/layer.
- E. Applying a resurfacing coating/layer, top coat, and glaze coat on all concrete surfaces that increases the microbial-induced corrosion resistance of the concrete.
- F. Completing warranty work for a period of five years.

**3. OBTAINING PLANS, SPECIFICATIONS, AND BID DOCUMENTS**

Plans, Specifications, and Contract Documents may be obtained from the official bid document distributor, LYNN IMAGING, 328 Old Vine Street, Lexington, KY 40507, (859) 255-1021 or (www.lynnimaging.com) and click on plan room for a non-refundable price of reproduction for each full set of plans and documents. Bids must be submitted through LFUCG's Ion Wave. Plans may also be purchased in digital download format.

Due to current environment and recommendations for social distancing, no Contract Documents may be examined in person.

**4. METHOD OF RECEIVING BIDS**

Bids will be received from prime contracting firms on a unit price basis as outlined in the Form of Proposal. 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.

Bids should be submitted online via Ion Wave.

**5. METHOD OF AWARD**

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

**6. BID WITHDRAWAL**

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

**7. BID SECURITY**

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

**8. SUBMISSION OF BIDS**

CONTRACTORS shall submit their Bids via Ion Wave not later than 2:00 p.m. (local time) **June 21, 2022**. Bids will remain sealed until 2:00 p.m. (local time) **June 21, 2022**, the official Bid closure time. Bids received after the scheduled closing time for receipt of Bids will not be considered.

**9. RIGHT TO REJECT**

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

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

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

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

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

All submissions should be directed to:

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

**11. NOTICE CONCERNING MWDBE and Veteran GOALS**

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

The Lexington-Fayette Urban County Government has set a goal that not less than ten percent (10%) of the total value of this Contract be subcontracted to Disadvantaged Business Enterprises, which is made up of MBEs and WBEs. The Lexington Fayette Urban County Government also has set a goal that not less than three percent (3%) of the total value of this Contract be subcontracted to Veteran-Owned Small Businesses. The goals for the utilization of Disadvantaged Business Enterprises as well as Veteran-Owned Small Businesses as subcontractors are recommended goals. Contractor(s) who fail to meet such goal will be



expected to provide written explanations to the Director of the Division of Purchasing of efforts they have made to accomplish the recommended goal, and the extent to which they are successful in accomplishing the recommended goals will be a consideration in the procurement process. Depending on the funding source, other DBE goals may apply.

For assistance in locating Disadvantaged Business Enterprises Subcontractors and Veteran-Owned Small Businesses contact:

Sherita Miller, Minority Business Enterprise Liaison  
Division of Central Purchasing  
Lexington-Fayette Urban County Government  
200 East Main Street, 3rd Floor, Room 338  
Lexington, Kentucky 40507  
[smiller@lexingtonky.gov](mailto:smiller@lexingtonky.gov)

## 12. PRE-BID MEETING, SITE VISITS, AND QUESTIONS

No official pre-bid meeting will be held. Contractors interested in visiting the site may schedule a site visit with Emily Epperson, Municipal Engineer Sr. at (859) 425-2596 or [eepperson@lexingtonky.gov](mailto:eepperson@lexingtonky.gov). Town Branch WWTP is located at 301 Jimmie Campbell Drive, Lexington, KY 40504.

The last day for questions to be received from bidders will be **June 9, 2022**, and the last day for Addendums to be sent out will be **June 14, 2022**. All questions should be directed to Brian Marcum at (859) 258-3320 or [BrianM@lexingtonky.gov](mailto:BrianM@lexingtonky.gov).

END OF SECTION

**PART II**  
**INFORMATION FOR BIDDERS**

**INDEX**

1.	RECEIPT AND OPENING OF BIDS .....	IB-2
2.	PREPARATION OF BID.....	IB-2
3.	SUBCONTRACTS.....	IB-2
4.	QUALIFICATION OF BIDDER .....	IB-2
5.	BID SECURITY .....	IB-3
6.	LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO CONTRACT.....	IB-4
7.	TIME OF COMPLETION AND LIQUIDATED DAMAGES.....	IB-4
8.	EXAMINATION OF CONTRACT DOCUMENTS AND SITE.....	IB-4
9.	ADDENDA AND INTERPRETATIONS .....	IB-5
10.	SECURITY FOR FAITHFUL PERFORMANCE .....	IB-5
11.	POWER OF ATTORNEY .....	IB-5
12.	TAXES AND WORKMEN'S COMPENSATION .....	IB-6
13.	LAWS AND REGULATIONS .....	IB-6
14.	EROSION AND SEDIMENT CONTROL AND PERMITS .....	IB-6
15.	PREVAILING WAGE LAW AND MINIMUM HOURLY RATES.....	IB-6
16.	AFFIRMATIVE ACTION PLAN.....	IB-6
17.	CONTRACT TIME.....	IB-7
18.	SUBSTITUTION OR "OR-EQUAL" ITEMS.....	IB-7
19.	ALTERNATE BIDS.....	IB-7
20.	SIGNING OF AGREEMENT.....	IB-8
21.	ASSISTANCE TO BE OFFERED TO DBE CONTRACTORS.....	IB-8

## **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 online through Ion Wave (<https://lexingtonky.ionwave.net>) at the time and in the manner set forth in the Advertisement for Bids, at which time the bids will be opened electronically. 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 one hundred twenty (120) 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 OWNER assumes no responsibility for Bids that are not submitted electronically as indicated above. Bids that are not submitted online by the stated time and date will be rejected.

#### **2. PREPARATION OF BID**

Each Bid must be submitted on the prescribed digital Bid Form within Ion Wave. All blank spaces for the Bid prices must be filled in or the bid will be considered incomplete. Each Bid must be submitted online via Ion Wave.

#### **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. 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.
- D. 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 \$400 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://lexingtonky.ionwave.net>. The notices describe the project and indicate the deadline for submitting bids.

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

Sherita Miller, Minority Business Enterprise Liaison  
Division of Central Purchasing  
Lexington-Fayette Urban County Government  
200 East Main Street, Room 338  
Lexington, Kentucky 40507  
[smiller@lexingtonky.gov](mailto:smiller@lexingtonky.gov)

**B. Bid Bond Assistance for MWDBE(s)**

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

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

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

Sherita Miller, Minority Business Enterprise Liaison  
Division of Central Purchasing  
Lexington-Fayette Urban County Government  
200 East Main Street, Room 338  
Lexington, Kentucky 40507  
[smiller@lexingtonky.gov](mailto:smiller@lexingtonky.gov)

D. MWDBE and Veteran Subcontractors

The LFUCG will, upon request, assist prime contractors in the procurement of eligible DBE subcontractors in an effort to achieve 10% minimum MWDBE and 3% minimum veteran goal.

For a list of eligible subcontractors, please contact:

Sherita Miller, Minority Business Enterprise Liaison  
Division of Central Purchasing  
Lexington-Fayette Urban County Government  
200 East Main Street, Room 338  
Lexington, Kentucky 40507  
[smiller@lexingtonky.gov](mailto:smiller@lexingtonky.gov)

**PART III**  
**FORM OF PROPOSAL**  
**INDEX**

1.	FORM OF PROPOSAL .....	P-2
2.	LEGAL STATUS OF BIDDER.....	P-4
3.	BIDDERS AFFIDAVIT .....	P-5
4.	BID SCHEDULE – SCHEDULE OF VALUES .....	P-6
5.	STATEMENT OF BIDDER'S QUALIFICATIONS .....	P-8
6.	LIST OF PROPOSED SUBCONTRACTORS .....	P-11
7.	LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT MWD BE PARTICIPATION GOALS, FORMS, AND GOOD FAITH EFFORTS .....	P-12
8.	AUTHENTICATION OF BID AND STATEMENT OF NON-COLLUSION AND NON-CONFLICT OF INTEREST.....	P-18
9.	STATEMENT OF EXPERIENCE.....	P-19
10.	EQUAL OPPORTUNITY AGREEMENT.....	P-21
11.	EQUAL EMPLOYMENT OPPORTUNITY AFFIRMATIVE ACTION POLICY .....	P-24
12.	WORKFORCE ANALYSIS .....	P-25
13.	EVIDENCE OF INSURABILITY .....	P-26
14.	DEBARRED FIRMS.....	P-27
15.	DEBARRED CERTIFICATION .....	P-28

**PART III**  
**Invitation to Bid No. 56-2022**

**Town Branch WWTP Concrete Channel Repairs**

**1. FORM OF PROPOSAL**

Place: Lexington, Kentucky

Date: 6/23/2022

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

This Proposal Submitted by CROM, LLC

250 SW 36th Terrace, Gainesville, FL 32607

(Name and Address of Bidding Contractor)

(Hereinafter called "Bidder"), organized and existing under the laws of the State of Florida, doing business as LLC  
"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 **Town Branch WWTP Concrete Channel Repairs** 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. BIDDER further agrees to pay liquidated damages, the sum of \$400 for each consecutive calendar day thereafter.

The Bidder hereby acknowledges receipt of the following addenda:

- Addendum No. 1 Date 6/3/2022
- Addendum No. 2 Date 6/6/2022
- Addendum No. 3 Date 6/10/2022
- Addendum No. 4 Date 6/15/2022
- Addendum No. 5 Date 6/21/2022
- Addendum No.      Date
- Addendum No.      Date
- Addendum No.      Date

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

2. **LEGAL STATUS OF BIDDER**

Bidder CROM, LLC

Date 6/23/2022

LLC

\* 1. A corporation duly organized and doing business under the laws of the State of Florida, for whom Robert G. Oyenarte, 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)

N/A

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

3. **BIDDERS AFFIDAVIT**

Comes the Affiant, Robert G. Oyenarte, and after being first duly sworn, states under penalty of perjury as follows:

1. His/her name is President and he/she is the individual submitting the bid or is the authorized representative of CROM, LLC, 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.

  
 \_\_\_\_\_  
 (Affiant)

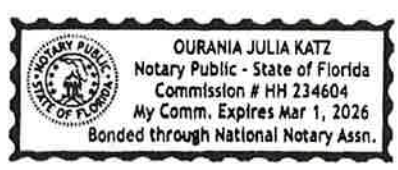
STATE OF Florida

COUNTY OF Alachua

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

Robert G. Oyenarte, President on this the 23rd day of June, 2022.

My Commission expires: March 1, 2026



  
 \_\_\_\_\_  
 NOTARY PUBLIC, STATE AT LARGE

**4. BID SCHEDULE – SCHEDULE OF VALUES**

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

All pricing must be submitted correctly in Ion Wave to reflect the correct total of your bid. Contractors are responsible for correctly submitting pricing in Ion Wave. If items are entered incorrectly, the bid will be rejected. Please pay close attention to how the units are specified and enter the unit amounts. Ion Wave will calculate the totals and the total bid amount.

The LFUCG’s decision on the bid amount is final. The contract, if awarded, will be on the basis of materials and equipment specified in the specifications without consideration of possible substitute or “or equal” items.

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. 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.

<b>BID ITEM NO.</b>	<b>UNIT DESCRIPTION</b>	<b>UNIT</b>	<b>APPROX QTY.</b>	<b>UNIT PRICE WITH WRITTEN DESCRIPTION</b>	<b>TOTAL</b>
1	Mobilization/demobilization (setup, staging, project bonds, fabrication of temporary bulkheads, installation of temporary bulkheads, etc.)	LS	1	SUBMIT IN ION WAVE ONLY	ION WAVE WILL CALCULATE
2	Completion of specified surface preparation on tank and channel walls and overhead surfaces including all reinforcement preparation and other incidentals	SF	6,340	SUBMIT IN ION WAVE ONLY	ION WAVE WILL CALCULATE
3	Application of repair mortar including preparation work and incidentals – repair depth up to 2 inches	SF	1,585	SUBMIT IN ION WAVE ONLY	ION WAVE WILL CALCULATE
4	Application of repair mortar including preparation work and incidentals – repair depth 2 – 4 inches	SF	4,755	SUBMIT IN ION WAVE ONLY	ION WAVE WILL CALCULATE
5	Application of resurfacing epoxy including preparation work and incidentals	SF	6,340	SUBMIT IN ION WAVE ONLY	ION WAVE WILL CALCULATE
6	Application of liner coat including preparation work and incidentals	SF	6,340	SUBMIT IN ION WAVE ONLY	ION WAVE WILL CALCULATE
7	Application of glaze coat including preparation work and incidentals	SF	6,340	SUBMIT IN ION WAVE ONLY	ION WAVE WILL CALCULATE



8	Crack repair - cracks showing signs of movement	LF	200	SUBMIT IN ION WAVE ONLY	ION WAVE WILL CALCULATE
9	Crack repair - leaking cracks	LF	400	SUBMIT IN ION WAVE ONLY	ION WAVE WILL CALCULATE
10	Reinforcement replacement - #5 bars or smaller	LF	2,600	SUBMIT IN ION WAVE ONLY	ION WAVE WILL CALCULATE
11	Reinforcement replacement - #6 bars or larger	LF	1,100	SUBMIT IN ION WAVE ONLY	ION WAVE WILL CALCULATE
12	Grout repair at abandoned pipe	EA	5	SUBMIT IN ION WAVE ONLY	ION WAVE WILL CALCULATE
13	Grout repair at embedded frames	EA	10	SUBMIT IN ION WAVE ONLY	ION WAVE WILL CALCULATE
14	Parshall flume demo and re-installation	EA	2	SUBMIT IN ION WAVE ONLY	ION WAVE WILL CALCULATE
15	Remove and reinstall piping through channel (Addendum 1)	EA	2	SUBMIT IN IONWAVE ONLY	IONWAVE WILL CALCULATE
Project Total =					ION WAVE WILL CALCULATE

TOTAL OF ALL BID PRICES FOR **Town Branch WWTP Concrete Channel Repairs** (Items 1 through 15) in words and figures. In case of discrepancy, the amount shown in words will govern.

\_\_\_\_\_ (\$ \_\_\_\_\_).

<b>Event Number</b>	Bid 56-2022 Addendum 5	<b>Organization</b>	Lexington-Fayette Urban County Government
<b>Event Title</b>	Town Branch Concrete Repair	<b>Workgroup</b>	Purchasing
<b>Event Description</b>		<b>Event Owner</b>	Brian Marcum
<b>Event Type</b>	Bid	<b>Email</b>	BrianM@lexingtonky.gov
<b>Issue Date</b>	5/31/2022 11:00:01 AM (ET)	<b>Phone</b>	(859) 2583325
<b>Close Date</b>	6/23/2022 02:00:00 PM (ET)	<b>Fax</b>	(859) 2583322

Responding Supplier	City	State	Response Submitted	Lines Responded	Response Total
Crom LLC	Gainesville	FL	6/23/2022 01:35:51 PM (ET)	15	\$2,995,420.00

Please note: Lines Responded and Response Total only includes responses to specification. No alternate response data is included.

<b>1</b>	<b>Mobilization/demobilization (setup, staging, project bonds, fabrication of temporary bulkheads, installation of temporary bulkheads, etc.)</b>				
<b>Supplier</b>	<b>QTY</b>	<b>UOM</b>	<b>Estimated</b>	<b>Price</b>	<b>Extended</b>
Crom LLC	1	LS		\$832,056.80	\$832,056.80
<b>2</b>	<b>Completion of specified surface preparation on tank and channel walls and overhead surfaces including all reinforcement preparation and other incidentals</b>				
<b>Supplier</b>	<b>QTY</b>	<b>UOM</b>	<b>Estimated</b>	<b>Price</b>	<b>Extended</b>
Crom LLC	6340	SF		\$36.22	\$229,634.80
<b>3</b>	<b>Application of repair mortar including preparation work and incidentals repair depth up to 2 inches</b>				
<b>Supplier</b>	<b>QTY</b>	<b>UOM</b>	<b>Estimated</b>	<b>Price</b>	<b>Extended</b>
Crom LLC	1585	SF		\$119.84	\$189,946.40
<b>4</b>	<b>Application of repair mortar including preparation work and incidentals repair depth 2 -4 inches</b>				
<b>Supplier</b>	<b>QTY</b>	<b>UOM</b>	<b>Estimated</b>	<b>Price</b>	<b>Extended</b>
Crom LLC	4755	SF		\$172.80	\$821,664.00
<b>5</b>	<b>Application of resurfacing epoxy including preparation work and incidentals</b>				
<b>Supplier</b>	<b>QTY</b>	<b>UOM</b>	<b>Estimated</b>	<b>Price</b>	<b>Extended</b>
Crom LLC	6340	SF		\$20.45	\$129,653.00
<b>6</b>	<b>Application of liner coat including preparation work and incidentals</b>				
<b>Supplier</b>	<b>QTY</b>	<b>UOM</b>	<b>Estimated</b>	<b>Price</b>	<b>Extended</b>
Crom LLC	6340	SF		\$24.24	\$153,681.60
<b>7</b>	<b>Application of glaze coat including preparation work and incidentals</b>				
<b>Supplier</b>	<b>QTY</b>	<b>UOM</b>	<b>Estimated</b>	<b>Price</b>	<b>Extended</b>
Crom LLC	6340	SF		\$6.26	\$39,688.40
<b>8</b>	<b>Crack repair - cracks showing signs of movement</b>				
<b>Supplier</b>	<b>QTY</b>	<b>UOM</b>	<b>Estimated</b>	<b>Price</b>	<b>Extended</b>
Crom LLC	200	LF		\$113.00	\$22,600.00

<b>9</b>	<b>Crack repair - leaking cracks</b>								
	<b>Supplier</b>	<b>QTY</b>	<b>UOM</b>	<b>Estimated</b>	<b>Price</b>	<b>Extended</b>			
	Crom LLC	400	LF		\$187.13	\$74,852.00			

<b>10</b>	<b>Reinforcement replacement - #5 bars or smaller</b>								
	<b>Supplier</b>	<b>QTY</b>	<b>UOM</b>	<b>Estimated</b>	<b>Price</b>	<b>Extended</b>			
	Crom LLC	2600	LF		\$19.83	\$51,558.00			

<b>11</b>	<b>Reinforcement replacement - #6 bars or larger</b>								
	<b>Supplier</b>	<b>QTY</b>	<b>UOM</b>	<b>Estimated</b>	<b>Price</b>	<b>Extended</b>			
	Crom LLC	1100	LF		\$26.85	\$29,535.00			

<b>12</b>	<b>Grout repair at abandoned pipe</b>								
	<b>Supplier</b>	<b>QTY</b>	<b>UOM</b>	<b>Estimated</b>	<b>Unit Price</b>	<b>Extended</b>			
	Crom LLC	5	EA		\$2,272.00	\$11,360.00			

<b>13</b>	<b>Grout repair at embedded frames</b>								
	<b>Supplier</b>	<b>QTY</b>	<b>UOM</b>	<b>Estimated</b>	<b>Unit Price</b>	<b>Extended</b>			
	Crom LLC	10	EA		\$15,280.00	\$152,800.00			

<b>14</b>	<b>Parshall flume demo and re- installation</b>								
	<b>Supplier</b>	<b>QTY</b>	<b>UOM</b>	<b>Estimated</b>	<b>Unit Price</b>	<b>Extended</b>			
	Crom LLC	2	EA		\$126,920.00	\$253,840.00			

<b>15</b>	<b>Remove and reinstall piping through channel</b>								
	<b>Supplier</b>	<b>QTY</b>	<b>UOM</b>	<b>Estimated</b>	<b>Unit Price</b>	<b>Extended</b>			
	Crom LLC	2	Each		\$1,275.00	\$2,550.00			

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**

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

- 1. Name of Bidder: CROM, LLC
- 2. Permanent Place of Business: 250 SW 36th Terrace, Gainesville, FL 32607
- 3. When Organized: 3/13/2014, effective 12/30/1953
- 4. Where Incorporated: Florida
- 5. Construction Plant and Equipment Available for this Project:  
Please see attached Equipment List.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(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. Yes, with an executed NDA.
- 7. In the event the Contract is awarded to the undersigned, surety bonds will be furnished by:  
Travelers Casualty and Surety Company of America (Surety)  
Signed: JCA Surety Group (Representative of Surety)
- 8. The following is a list of similar projects performed by the Bidder: (Attach separate sheet if necessary).

<u>NAME</u>	<u>LOCATION</u>	<u>CONTRACT SUM</u>
<u>Tank Repair and Recoat</u>	<u>Gwinnett County, GA</u>	<u>\$1,380,196.39</u>
<u>Trussville WRF Repairs</u>	<u>Trussville, AL</u>	<u>\$591,614.67</u>
<u>Repair &amp; Coatings Concrete Vault</u>	<u>Fairburn, GA</u>	<u>\$81,455.00</u>
<u>Concrete Maintenance &amp; Repairs</u>	<u>Cleveland, TN</u>	<u>\$192,948.40</u>
<u>GRU KWRF Headworks Repairs</u>	<u>Gainesville, FL</u>	<u>\$478,401.40</u>

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

<u>NAME</u>	<u>LOCATION</u>	<u>CONTRACT SUM</u>
<u>Repair &amp; Rehab Prestressed Concrete Tank</u>	<u>Lanier MTN, GA</u>	<u>\$702,283.58</u>
<u>Repair &amp; Restore Interior/Exterior</u>	<u>Dulles, VA</u>	<u>\$529,619.71</u>
<u>Dome Pipe Addition</u>	<u>Auburn, AL</u>	<u>\$103,280.25</u>
<u>Frederick Blvd Ground Storage Tanks Rehab</u>	<u>Portsmouth, VA</u>	<u>\$603,089.50</u>
<u>Exterior Inspection &amp; Minor Repairs</u>	<u>Dalton, GA</u>	<u>\$42,300.00</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>
<u>Robert G. Oyenarte, PE</u>	<u>President</u>	<u>23 years</u>
<u>Blake Roberts</u>	<u>Regional Manager</u>	<u>7 years</u>
<u>Daniel Haugland</u>	<u>Business Development Manager &amp; PM</u>	<u>4 years</u>
<u>Abiael "Billy" Cubero</u>	<u>Superintendent</u>	<u>34 years</u>
<u>_____</u>	<u>_____</u>	<u>_____</u>

11. DBE Participation on current bonded projects under contract:

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

(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).



June 23, 2022

Lexington – Fayette Urban County Government  
Division of Water Quality  
200 East Main Street, 3rd Floor, Room 338  
Lexington, Kentucky 40507

Subject: Good Faith Efforts  
Bid #56-2022 – Town Branch WWTP Concrete Channel Repairs  
CCR No. 20220286

To Whom It May Concern:

We have reached out to MWDBE businesses but have not received responses in the limited time available. If awarded, Crom fully intends to continue efforts to secure business with MWDBE suppliers and contractors.

Sincerely,

CROM, LLC



Daniel Haugland  
Project Manager

**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.

<b><u>BRANCH OF WORK - LIST EACH MAJOR ITEM</u></b> Such as: Grading, bituminous paving, concrete, seeding and protection, construction staking, etc.	<b><u>SUBCONTRACTOR</u></b>	<b><u>DBE</u></b> <b><u>Yes/No</u></b>	<b><u>% of Work</u></b>
1. <u>N/A</u>	Name: _____	_____	_____
	Address: _____		
2. _____	Name: _____	_____	_____
	Address: _____		
3. _____	Name: _____	_____	_____
	Address: _____		
4. _____	Name: _____	_____	_____
	Address: _____		
5. _____	Name: _____	_____	_____
	Address: _____		
6. _____	Name: _____	_____	_____
	Address: _____		
7. _____	Name: _____	_____	_____
	Address: _____		

(Attach additional sheet(s) if necessary.)

7. **Lexington-Fayette Urban County Government**  
**MWDBE PARTICIPATION GOALS**

A. . GENERAL

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

B. PROCEDURES

- 1) The successful bidder will be required to report to the LFUCG, the dollar amounts of all payments submitted to Minority-Owned, Woman-Owned or Veteran-Owned subcontractors and suppliers for work done or materials purchased for this contract. (See Subcontractor Monthly Payment Report)
- 2) Replacement of a Minority-Owned, Woman-Owned or Veteran-Owned subcontractor or supplier listed in the original submittal must be requested in writing and must be accompanied by documentation of Good Faith Efforts to replace the subcontractor / supplier with another MWDBE Firm; this is subject to approval by the LFUCG. (See LFUCG MWDBE Substitution Form)
- 3) For assistance in identifying qualified, certified businesses to solicit for potential contracting opportunities, bidders may contact:
  - a) The Lexington-Fayette Urban County Government, Division of Central Purchasing (859-258-3320)
- 4) The LFUCG will make every effort to notify interested MWDBE and Veteran-Owned 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, managed and controlled 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, managed and controlled by one or more women.
- 3) A Disadvantaged Business (DBE) is defined as a business which is certified as being at least 51% owned, managed and controlled by a person(s) that are economically and socially disadvantaged.
- 4) A Veteran-Owned Small Business (VOSB) is defined as a business which is certified as being at least 51% owned, managed and controlled by a veteran and/or a service-disabled veteran.
- 5) Good Faith Efforts are efforts that, given all relevant circumstances, a bidder or proposer actively and aggressively seeking to meet the goals, can reasonably be expected to make. In evaluating good faith efforts made toward achieving the goals, whether the bidder or proposer has performed the efforts outlined in the Obligations of Bidder for Good Faith Efforts outlined in this document will be considered, along with any other relevant factors.

D. OBLIGATION OF BIDDER FOR GOOD FAITH EFFORTS

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

E. DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS

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

disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow MWDBE firms and Veteran-Owned businesses to participate.

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

c. Attended LFUCG Central Purchasing Economic Inclusion Outreach event

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

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

f. Requested a list of MWDBE and/or Veteran subcontractors or suppliers from LFUCG 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 and Veteran-Owned businesses to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.

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

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

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

k. Selected portions of the work to be performed by MWDBE firms and/or Veteran-Owned businesses in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE and Veteran participation, even when the prime contractor may otherwise perform these work items with its own workforce

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

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

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

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

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

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

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



# LEXINGTON

## MINORITY BUSINESS ENTERPRISE PROGRAM

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

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

To that end the city council adopted and implemented Resolution 484-2017 – A Certified Minority, Women and Disadvantaged Business Enterprise ten percent (10%) minimum goal and a three (3%) minimum goal for Certified Veteran-Owned Small Businesses and Certified Service-Disabled Veteran – Owned Businesses for government contracts.

The resolution states the following definitions shall be used for the purposes of reaching these goals (a full copy is available in Central Purchasing):

***Certified Disadvantaged Business Enterprise (DBE)*** – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a person(s) who is socially and economically disadvantaged as defined by 49 CFR subpart 26.

***Certified Minority Business Enterprise (MBE)*** – a business in which at least fifty-one percent (51%) is owned, managed and controlled by an ethnic minority (i.e. African American, Asian American/ Pacific Islander, Hispanic Islander, Native American/ Native Alaskan Indian) as defined in federal law or regulation as it may be amended from time-to-time.

***Certified Women Business Enterprise (WBE)*** – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a woman.

***Certified Veteran-Owned Small Business (VOSB)*** – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a veteran who served on active duty with the U.S. Army, Air Force, Navy, Marines or Coast Guard.

***Certified Service Disabled Veteran Owned Small Business (SDVOSB)*** – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a disabled veteran who served on active duty with the U.S. Army, Air Force, Navy, Marines or Coast Guard.

The term “Certified” shall mean the business is appropriately certified, licensed, verified, or validated by an organization or entity recognized by the Division of Purchasing as having the appropriate credentials to make a determination as to the status of the business.

To comply with Resolution 484-2017, prime contractors and minority, women and veteran owned businesses must enroll in the new Diverse Business Management Compliance system, <https://lexingtonky.diversitycompliance.com/>

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

<b>Business</b>	<b>Contact</b>	<b>Email Address</b>	<b>Phone</b>
<b>LFUCG</b>	Sherita Miller	<a href="mailto:smiller@lexingtonky.gov">smiller@lexingtonky.gov</a>	859-258-3323
<b>Commerce Lexington – Minority Business Development</b>	Tyrone Tyra	<a href="mailto:ttyra@commercelexington.com">ttyra@commercelexington.com</a>	859-226-1625
<b>Tri-State Minority Supplier Diversity Council</b>	Susan Marston	<a href="mailto:smarston@tsmsdc.com">smarston@tsmsdc.com</a>	502-365-9762
<b>Small Business Development Council</b>	Shawn Rogers UK SBDC	<a href="mailto:shawn.rogers@uky.edu">shawn.rogers@uky.edu</a>	859-257-7666
<b>Community Ventures Corporation</b>	Phyllis Alcorn	<a href="mailto:palcorn@cvky.org">palcorn@cvky.org</a>	859-231-0054
<b>KY Transportation Cabinet (KYTC)</b>	Melvin Bynes	<a href="mailto:Melvin.bynes2@ky.gov">Melvin.bynes2@ky.gov</a>	502-564-3601
<b>KYTC Pre-Qualification</b>	Shella Eagle	<a href="mailto:Shella.Eagle@ky.gov">Shella.Eagle@ky.gov</a>	502-782-4815
<b>Ohio River Valley Women’s Business Council (WBENC)</b>	Sheila Mixon	<a href="mailto:smixon@orwbc.org">smixon@orwbc.org</a>	513-487-6537
<b>Kentucky MWBE Certification Program</b>	Yvette Smith, Kentucky Finance Cabinet	<a href="mailto:Yvette.Smith@ky.gov">Yvette.Smith@ky.gov</a>	502-564-8099
<b>National Women Business Owner’s Council (NWBOC)</b>	Janet Harris-Lange	<a href="mailto:janet@nwbo.org">janet@nwbo.org</a>	800-675-5066
<b>Small Business Administration</b>	Robert Coffey	<a href="mailto:robertcoffey@sba.gov">robertcoffey@sba.gov</a>	502-582-5971
<b>LaVoz de Kentucky</b>	Andres Cruz	<a href="mailto:lavozdeky@yahoo.com">lavozdeky@yahoo.com</a>	859-621-2106
<b>The Key News Journal</b>	Patrice Muhammad	<a href="mailto:production@keynewsjournal.com">production@keynewsjournal.com</a>	859-685-8488





# LEXINGTON

## LFUCG MWDBE PARTICIPATION FORM

Bid/RFP/Quote Reference # \_\_\_\_\_

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

MWDBE Company, Name, Address, Phone, Email	MBE WBE or DBE	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1. N/A				
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.

CROM, LLC

\_\_\_\_\_  
Company

6/23/2022

\_\_\_\_\_  
Date

\_\_\_\_\_  
Company Representative

Robert G. Oyenarte, President

\_\_\_\_\_  
Title



# LEXINGTON

## LFUCG MWDBE SUBSTITUTION FORM

Bid/RFP/Quote Reference # \_\_\_\_\_

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

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.  N/A					
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.

CROM, LLC

\_\_\_\_\_  
Company

6/23/2022

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Company Representative

Robert G. Oyenarte, President

\_\_\_\_\_  
Title



# LEXINGTON

## MWDBE QUOTE SUMMARY FORM Bid/RFP/Quote Reference # \_\_\_\_\_

The undersigned acknowledges that the minority and/or veteran subcontractors listed on this form did submit a quote to participate on this project. Failure to submit this form may cause rejection of the bid.


<b>Company Name</b>	<b>Contact Person</b>
<b>Address/Phone/Email</b>	<b>Bid Package / Bid Date</b>

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	Veteran
N/A								

(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.

CROM, LLC  
 \_\_\_\_\_  
**Company**  
 6/23/2022  
 \_\_\_\_\_  
**Date**

  
 \_\_\_\_\_  
**Company Representative**  
 Robert G. Oyenarte, President  
 \_\_\_\_\_  
**Title**



# LEXINGTON

## LFUCG SUBCONTRACTOR MONTHLY PAYMENT REPORT

The LFUCG has a 10% goal plan adopted by city council to increase the participation of minority and women owned businesses in the procurement process. The LFUCG also has a 3% goal plan adopted by cited council to increase the participation of veteran owned businesses in the procurement process. In order to measure that goal LFUCG will track spending with MWDBE and Veteran contractors 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 # \_\_\_\_\_

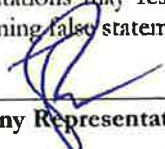
Total Contract Amount Awarded to Prime Contractor for this Project \_\_\_\_\_

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
N/A							

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.

\_\_\_\_\_  
 CROM, LLC  
**Company**  
 \_\_\_\_\_  
 6/23/2022  
**Date**

\_\_\_\_\_  
  
**Company Representative**  
 Robert G. Oyenarte, President  
 \_\_\_\_\_  
**Title**

## LFUCG STATEMENT OF GOOD FAITH EFFORTS

Bid/RFP/Quote # \_\_\_\_\_

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

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

\_\_\_\_\_ Included documentation of advertising in the above publications with the bidder's good faith efforts package

\_\_\_\_\_ Attended LFUCG Central Purchasing Economic Inclusion Outreach event

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

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

\_\_\_\_\_ Requested a list of MWDBE and/or Veteran subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CROM, LLC

\_\_\_\_\_  
**Company**  
6/23/2022

**Date**

  
\_\_\_\_\_  
**Company Representative**  
Robert G. Oyenarte, President

**Title**

**8. AUTHENTICATION OF BID AND STATEMENT OF NON-COLLUSION AND 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: Robert G. Oyenarte, PE

POSITION/TITLE: President

STATEMENT OF EXPERIENCE: Please see attached Resume.

---

---

---

NAME OF INDIVIDUAL: Blake Roberts

POSITION/TITLE: Regional Manager

STATEMENT OF EXPERIENCE: Please see attached Resume.

---

---

---

NAME OF INDIVIDUAL: Daniel Haugland

POSITION/TITLE: Business Development Manager and Project Manager

STATEMENT OF EXPERIENCE: Please see attached Resume.

---

---

---



NAME OF INDIVIDUAL: Abiael "Billy" Cubero

POSITION/TITLE: Superintendent

STATEMENT OF EXPERIENCE: Please see attached Resume.

\_\_\_\_\_  
\_\_\_\_\_

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

### Standard Title VI Assurance

The Lexington Fayette-Urban County Government, (hereinafter referred to as the "Recipient") hereby agrees that as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78Stat.252, 42 U.S.C. 2000d-4 (hereinafter referred to as the "Act"), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, (49 CFR, Part 21) Nondiscrimination in Federally Assisted Program of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the "Regulations") and other pertinent directives, no person in the United States shall, on the grounds of race, color, national origin, sex, age (over 40), religion, sexual orientation, gender identity, veteran status, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient receives Federal financial assistance from the U.S. Department of Transportation, including the Federal Highway Administration, and hereby gives assurance that will promptly take any necessary measures to effectuate this agreement. This assurance is required by subsection 21.7(a) (1) of the Regulations.

### 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.*

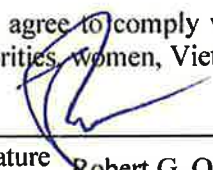
The Lexington-Fayette Urban County Government practices Equal Opportunity in recruiting, hiring and promoting. It is the Government's intent to affirmatively provide employment opportunities for those individuals who have previously not been allowed to enter into the mainstream of society. Because of 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.

  
\_\_\_\_\_  
Signature Robert G. Oyenarte, President      CROM, LLC  
\_\_\_\_\_  
Name of Business

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

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

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

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

The Act further provides:

KRS 45.610. Hiring minorities – Information required

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

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

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

KRS 45.630 Termination of existing employee not required, when

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

KRS 45.640 Minimum skills

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

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

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

It is the policy of CROM, LLC

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

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

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

**12. WORKFORCE ANALYSIS FORM**

Name of Organization: CROM, LLC

Categories	Total		White (Not Hispanic or Latino)		Hispanic or Latino		Black or African American (Not Hispanic or Latino)		Native Hawaiian and Other Pacific Islander (Not Hispanic or Latino)		Asian (Not Hispanic or Latino)		American Indian or Alaskan Native (not Hispanic or Latino)		Two or more races (Not Hispanic or Latino)		Total	
	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Administrators	8	1	2	0	6	0	0	0	0	0	1	1	0	0	0	0	17	2
Professionals	42	4	1	0	2	1	0	0	0	0	1	0	0	0	1	1	47	6
Superintendents	10	0	17	0	4	0	0	0	0	0	1	0	0	0	1	0	33	0
Supervisors	4	2	2	0	2	0	0	0	0	0	0	0	0	0	0	0	8	2
Foremen	0	0	7	0	1	0	0	0	0	0	0	0	0	0	0	0	8	0
Technicians	18	0	22	0	14	1	0	0	0	0	1	0	1	0	2	0	58	1
Protective Service	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Para-Professionals	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Office/Clerical	4	16	2	3	5	0	0	0	0	0	0	0	0	0	0	0	11	19
Skilled Craft	18	1	72	2	14	0	0	0	0	0	1	0	1	0	1	0	107	3
Service/Maintenance	11	2	59	0	14	0	0	0	0	0	0	0	0	0	1	0	85	2
<b>Total:</b>	<b>115</b>	<b>26</b>	<b>184</b>	<b>5</b>	<b>62</b>	<b>2</b>	<b>5</b>	<b>184</b>	<b>5</b>	<b>2</b>	<b>5</b>	<b>1</b>	<b>2</b>	<b>0</b>	<b>6</b>	<b>1</b>	<b>374</b>	<b>35</b>

Date: 06 / 21 / 2022

Prepared by: Tedi Emery Team Services Supervisor

(Name and Title)

**13. EVIDENCE OF INSURABILITY**

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

Names Insured: CROM Employee ID: \_\_\_\_\_  
 Address: 250 SW 36th Terrace Phone: 352-372-3436

Project to be insured: Town Branch WWTP Concrete Channel Repairs-Bid Number 56-2022

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 per occ. \$2,000,000 aggregate	Ironshore	25445	A XV
SC-3, Section 2, Part 4.1 – see provisions	AUTO	\$2,000,000/per occ.	\$ \$1,000,000/per occ	Liberty	23035	A XV
SC-3, Section 2, Part 4.1 – see provisions	WC	Statutory w/endorsement as noted	\$ Statutory	Liberty	23035	A XV

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.

Willis Towers Watson Northeast Inc. Jeff Cilente  
 Agency or Brokerage Name of Authorized Representative  
200 Liberty Street Client Advocate  
 Street Address Title  
NY 10281 City State Zip  
212-309-5514 Authorized Signature  
 Telephone Number Date  
6/21/2022

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



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

**14. DEBARRED FIRMS**

**PROJECT NAME:** Town Branch WWTP Concrete Channel Repairs

**BID NUMBER:** 56-2022


**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 CROM, LLC 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.

CROM, LLC  
Name of Firm Submitting Bid

  
Robert G. Oyenarte  
Signature of Authorized Official

President  
Title

6/23/2022  
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: CROM, LLC

Project: Town Branch WWTP Concrete Channel Repairs

Printed Name and Title of Authorized Representative: Robert G. Oyenarte, President

Signature:  \_\_\_\_\_

Date: 6/23/2022

END OF SECTION

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310  
**Bid Bond**

KNOW ALL MEN BY THESE PRESENTS, that we  
CROM, LLC. (Here insert full name and address or legal title of Contractor)

250 SW 36th Terrace Gainesville, FL 32607  
as Principal, hereinafter called the Principal, and (Here insert full name and address or legal title of Surety)  
Travelers Casualty and Surety Company of America  
One Tower Square Hartford, CT 06183

a corporation duly organized under the laws of the State of Connecticut  
as Surety, hereinafter called the Surety, are held and firmly bound unto  
Lexington-Fayette Urban County Government

200 East Main Street, Third Floor Lexington, Kentucky 40507  
as Obligee, hereinafter called the Obligee, in the sum of ---- Five Percent of Amount Bid -----  
Dollars (\$ ---- 5% ---- )

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind  
ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by  
these presents.

WHEREAS, The Principal has submitted a bid for (Here insert full name, address and description of project)  
Town Branch WWTP Concrete Channel Repairs - Bid Number 56-2022 - 301 Jimmie Campbell Drive, Lexington, KY 40504

Rebuilding the concrete surfaces and applying a protective coating on the restored surfaces to inhibit further microbial-induced corrosion.  
NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with  
the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding  
or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt  
payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter  
such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the  
penalty hereof between the amount specified in said bid and such larger amount for which the Obligee 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.

Signed and sealed this 23rd day of June, 2022

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
CROM, LLC. (Principal)  
PRESIDENT (Title)



\_\_\_\_\_  
Jessie Sloan (Witness)

Travelers Casualty and Surety Company of America (Surety)  
  
\_\_\_\_\_  
Jorge L. Bracamonte (Title) Attorney-In-Fact  
and Kentucky Licensed Non-Resident Agent



Inquiries: (321) 800-6594



**Travelers Casualty and Surety Company of America**  
**Travelers Casualty and Surety Company**  
**St. Paul Fire and Marine Insurance Company**

**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **JORGE BRACAMONTE** of **ORLANDO Florida**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**IN WITNESS WHEREOF**, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, 2021.



State of Connecticut

City of Hartford ss

By:   
 Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

**IN WITNESS WHEREOF**, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2026



  
 Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **23rd** day of **June**, 2022



  
 Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.**  
**Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**

## Equipment List

Below is a representative list of, including but not limited to, major equipment CROM Coatings and Restorations, a Division of CROM, LLC owns/leases and can be made available for this project. A full list of equipment may be available upon request.

DESCRIPTION
-------------

COMPRESSOR / 185CFM / DSL / PORTABLE COMPRESSOR / 600CFM / DSL / PORTABLE
--

GENERATOR / 15 - 19KW / DSL
-----------------------------

LIGHT TOWER / 4000 WATT EXPLOSION PROOF LIGHT KIT
--

3000-5000 PSI PRESSURE WASHER 10000 PSI PRESSURE WASHER 40000 PSI HYDRO BLASTER
---

TRUCK / PICKUP / F250 CLASS TRUCK / PICKUP / F150 CLASS TRAILER / FLATBED / FLAT / 16'
--

SCAFFOLDING PUSH BASE KIT SCAFFOLDING ERECTION KIT
---

CAROUSEL PUMP WEWA PUMP REED GUN
--

SAFETY TRIPOD
---------------

GRECO VAPOR BLASTER
---------------------



## **ROBERT G. OYENTE, PE**

**PRESIDENT**

(352) 262-7020 | rgo@cromcorp.com

---

### **PROFILE**

Influential leader with extensive knowledge and experience in prestressed concrete tanks and restoration for water and wastewater infrastructures. Executive specialist with a solid history in business operations, construction, design, marketing, and sales. A self-motivated leader with excellent communication skills and strong sales growth experience in the construction industry. Dedicated and focused on creating positive relationships with clients and team members thru the importance of service, character, and respect.

### **EXPERIENCE**

**PRESIDENT, CROM, LLC** **2017- Present**

Responsible for strategic planning, company vision and continued development of the organizational health. Responsible for driving better integration and alignment between all revenue-related functions, including business development, marketing, sales, client support and development, pricing, and revenue management.

**DIVISION PRESIDENT, CROM COATINGS AND RESTORATIONS** **2017- Present**

Responsible for all operational functions of CROM's SERVICES division that specializes in restoration of aging water and wastewater infrastructure. Manage, organize, and review means and methods of company departments related to infrastructure repair.

**VICE PRESIDENT AND GENERAL MANAGER, CROM INTERNATIONAL, LLC** **2001- 2021**

Responsible for the creation and management of CROM's international company focused on developing CROM as a worldwide water storage tank solution provider. Responsible for the development, sale, design, and management for 8 stadium sized reservoirs ranging in size from 15,000,000 to 23,000,000-gallons.

**AREA MANAGER, CROM, LLC** **2001- 2011**

Area Manager for CROM Tank Division for Puerto Rico and South Florida responsible for the development, sale, design, and management for 126 tanks up to 15,000,000-gallons.

### **OTHER EXPERIENCE**

**DIRECTOR** **2017- Present**

CROM International Limited, Gibraltar

**AREA MANAGER IN TRAINING** **1999- 2001**

CROM Tank Division

**SALES ENGINEER – PLASTICS DIVISION** **1998- 1999**

Contech Construction Products, Charlotte, North Carolina

**DESIGN ENGINEER I** **1997- 1998**

URS, Orlando, Florida

### **PROFESSIONAL EDUCATION**

**UNIVERSITY OF FLORIDA, GAINESVILLE, FL**

Bachelor of Science in Civil Engineering, Specializing in Structural Design and Analysis

**MARYVILLE COLLEGE, MARYVILLE, TN**

Bachelor of Arts and Collegiate Athlete

### **PROFESSIONAL CERTIFICATIONS & MEMBERSHIPS**

**REGISTERED PROFESSIONAL ENGINEER**

- Florida (PE #59444)
- Louisiana (PE #41634)
- Puerto Rico (PE #21374)
- Texas (PE #21374)

**CERTIFIED GENERAL CONTRACTOR**

- Florida (CGC 1517301)

**FLORIDA ENGINEERING SOCIETY MEMBER** (past Board member and past Chair of FECON)

**AMERICAN WATER WORKS ASSOCIATION MEMBER**

**AMERICAN CONCRETE INSTITUTE MEMBER**

---

250 S.W. 36TH TERRACE | GAINESVILLE, FLORIDA | 32607-2889  
PHONE 352.372.3436 | FAX 352.372.6209 | WWW.CROMCORP.COM  
CHATTANOOGA, TN - FORT MYERS, FL - GAINESVILLE, FL - RALEIGH, NC - WEST PALM BEACH, FL





## Blake Roberts

REGIONAL MANAGER

(352) 359-5245 | [broberts@cromcorp.com](mailto:broberts@cromcorp.com)

### PROFILE

Regional Manager, CROM, LLC (CROM®). Advanced skills developed in marketing, sales, and management of turnkey construction projects. Comprehensive understanding of the engineering design and construction details of wire-wound circular prestressed concrete tanks, as well as coordination between government agencies, engineers, and contractors to ensure the successful development of projects. Focused on details and dedicated to delivering clients a world-class product constructed safely, ahead of schedule, and held to the highest industry standards.

### EXPERIENCE

**Regional Manager, CROM, Gainesville, Florida** **2018—Present**

- Complete responsibility for company operations for the Central Region market: Alabama, Georgia, Kentucky, Louisiana, Mississippi, and Tennessee.
- Duties include marketing and sales, preparing and submitting bids for various projects as a general contractor and subcontractor, interacting with engineers to assist in developing projects, interacting with owners, general contractors, subcontractors and suppliers.
- Design and estimating review duties for projects including estimates and detailed shop drawings.

### OTHER EXPERIENCE

Sr. Project Manager	Crom, LLC, Gainesville, FL	2017-2018
Project Manager	Crom, LLC, Gainesville, FL	2015-2017
President	Markten Technologies Inc., Chattanooga, TN	2012-2015
Business Dev. Manager	LeaderTech Inc., (HEICO), Tampa, FL	2010-2012
Global Product Manager	Laird Technologies (LRD), Chattanooga TN	1997-2010

### PROFESSIONAL EDUCATION

University of Tennessee, Knoxville, Tennessee  
Environmental Engineering

### PROFESSIONAL CERTIFICATIONS & MEMBERSHIPS

- AWWA Member 03581831



## DANIEL HAUGLAND

*BUSINESS DEVELOPMENT MANAGER (Kentucky & West Tennessee)*  
(352) 262-4164 | dhaugland@cromcorp.com



### PROFILE

Business Development Manager of CROM, LLC (CROM). Advanced skills developed in estimating, job cost control, management, scheduling, document control, contract review, and site safety management. Comprehensive understanding of the attention required for team organization and development necessary to help guide projects' progress, safety, and quality through to successful completion.

### EXPERIENCE

**Project Manager, CROM, Gainesville, Florida**

**2018 – Present**

- Assists Area Manager and prepares project startup packages including:
  - Project documents for use by the on-site superintendent
  - Project planning and schedule development
  - Prepare Subcontract Agreements
  - Review of shop drawings to assure conformity with project plans and specifications
  - Gather and review submittals for projects
  - Review and approve purchase orders for material procurement
  - Make site visits and interact with subcontractors during initial site preparation
  - Review and report on project cost information on a weekly basis
  - Make site visits during the construction of the tank as needed to perform the following project related duties: safety inspections, quality control inspections, review of job cost budgets
  - Maintain contact with the project superintendent to stay apprised of project

### OTHER EXPERIENCE

Falcon Home Inspections - Owner	Chattanooga, Tennessee	2016-2018
Renew - Project Manager	Chattanooga, Tennessee	2015-2017
OneKreate - Account Manager	Atlanta, Georgia	2012-2015
Oriental Weavers - Dept. Mgr.	Dalton, Georgia	2007-2012
Display Corporation International - Installation Mgr.	Dalton, Georgia	2000-2007

### PROFESSIONAL EDUCATION

**Georgia State University, J. Mack Robison College of Business, Atlanta, Georgia**  
Bachelor of Business Administration (BBA) Marketing

### PROFESSIONAL CERTIFICATIONS & MEMBERSHIPS

- 30-HR OSHA Construction Safety and Health
- AMPP Basic Coatings Inspector
- Master Certificate in Concrete Repair/Concrete Waterproofing



# ABIAEL "BILLY" CUBERO

**SUPERINTENDENT**

(352) 262-6783 | acubero@cromcorp.com

## PROFILE

Superintendent of CROM, LLC. Responsible for training and implementing high quality skills required during construction and maintenance of prestressed concrete reservoirs. Duties include organizing, managing, and facilitating crews throughout project duration to ensure construction activities run smoothly and properly as according to engineering and design drawings. Continuously maintaining Crom’s Safety Program and overseeing use of tools and equipment and safety practices of crew and subcontractors; coordinating work of subcontractors and owners to ultimately achieve desired finished product.

## EXPERIENCE

**Sr. Superintendent, CROM LLC, Gainesville, Florida** **2021—Present**

- Successfully manage coatings projects as assigned by General Manager.
- Projects to meet safety, quality, schedule, and budget requirements.
- Coordinate equipment for projects, rental or owned.
- Coordinate labor and crew resources to fulfill project goals.
- Fill out and submit paperwork (daily reports, confined space entry permits, timesheets, etc.)
- Employee staffing including hiring, progressive discipline, and termination.

## OTHER EXPERIENCE

Superintendent	CROM Coatings and Restorations	2017-2020
Superintendent	CROM Engineering & Construction Services, Inc.	2005-2017
Certified Nozzleman	CROM, LLC, Gainesville, Florida	2001-2004
Certified Tankbuilder	CROM, LLC, Gainesville, Florida	1992-2000
Laborer	CROM, LLC, Gainesville, Florida	1988-1991

## PROFESSIONAL CERTIFICATIONS & MEMBERSHIPS

- ACI Certified Nozzleman Wet Mix Vertical (2001-2021)
- OSHA Confined Spaces
- ACI Certified Nozzleman Dry Mix Vertical (2019-2021)
- OSHA Forklift Operator
- ACI Certified Nozzleman Dry Mix Vertical (2021)
- OSHA Quality Respirator Fit Test
- First Aid Certification - Adult CPR
- HILTI Powder Actuated Tool Operation Certification
- OSHA 30 HR Construction
- Competent Person: Air Compressor
- OSHA Aerial Work Platform
- Competent Person: Front End Loader Operator
- Fall Protection
- Scaffold Erection & Use

**FLORIDA PROTECTIVE COATINGS SERVICES, INC.**

Independent Representative of Tnemec Company, Inc.

13701 Southwest 24<sup>th</sup> Street

Davie, FL 33325

TEL: 407-322-1243

[www.tnemec.com/fpcs](http://www.tnemec.com/fpcs)



February 8, 2021

CROM Coatings and Restorations  
250 SW 36<sup>th</sup> Terrace  
Gainesville, FL 32607

Attn: To Whom it May Concern

**Certificate of Applicator Approval**

This letter is written to ensure the great workmanship capabilities of Crom Coatings and Restorations. For many years, Crom has employed personnel qualified to perform applications of Tnemec's protective coatings to our high expectations.

Crom Coatings and Restorations is an approved applicator of all Tnemec coatings.

If additional information or discussion is required please give me a call or write me an e-mail.

Regards,

A handwritten signature in black ink, appearing to read 'Chad Holmes', with a long horizontal flourish extending to the right.

Chad Holmes  
FPCCI / TNEMEC  
[CHolmes@tnemec.com](mailto:CHolmes@tnemec.com)  
(727)201-6706

RESOLUTION OF THE MANAGERS  
OF CROM, LLC  
A FLORIDA LIMITED LIABILITY COMPANY

To: Lexington-Fayette Urban County Government Division of Water Quality

I HEREBY CERTIFY that the following is a true and correct copy of a resolution adopted by unanimous written consent of the Managers of CROM, LLC, a limited liability company organized under the laws of the State of Florida, on the 19th day of March 2014, updated on January 27, 2022, and that the said resolution has been entered upon the regular minute book of this company and is in accordance with the operating agreement that is now in full force and effect:

“RESOLVED THAT the following individuals are authorized to sign bid proposals, construction contracts, releases and waivers of claims for this company; and further to include in such bid proposals and contracts the certificate as to non-collusion required by law as the act and deed of such company, and for all inaccuracies of misstatements in such certificate this company shall be liable under the penalty of perjury.”

I FURTHER CERTIFY that the names of the persons holding titles referred to in the foregoing resolution are as follows:

<u>Name</u>	<u>Title</u>
Talmadge B. Mincey	President
Robert G. Oyenarte	President
Jeffrey A. Pomeroy	Chief Financial Officer & Treasurer & Assistant Secretary
Stephen M. Crawford	Senior Vice President & Secretary
Joseph C. Swann	Senior Vice President & Assistant Secretary
Christopher T. Mincey	Vice President & Assistant Secretary
Alexander D. Ciasca	Vice President & Assistant Secretary
Brett F. Bohannon	Assistant Secretary
Dale A. Shinsky	Assistant Secretary
Richard Blake Roberts	Assistant Secretary
Kristina L. Elkins	Assistant Secretary
Paul Mathis Bracewell	Assistant Secretary
Samantha Tillman	Assistant Secretary



By: \_\_\_\_\_  
Talmadge B. Mincey

Title: President  
Date: January 27, 2022



By: \_\_\_\_\_  
Robert G. Oyenarte

Title: President  
Date: January 27, 2022

**PART IV**  
**GENERAL CONDITIONS**  
**TABLE OF CONTENTS**

Article Number	Title	Page
1.	DEFINITIONS .....	GC-6
2.	PRELIMINARY MATTERS.....	GC-10
3.	CONTRACT DOCUMENTS: INTENT, CONFLICTS, AMENDING AND REUSE .....	GC-11
4.	AVAILABILITY OF LANDS; PHYSICAL CONDITIONS. REFERENCE POINTS.....	GC-13
5.	CONTRACTOR'S RESPONSIBILITIES .....	GC-15
6.	OTHER WORK .....	GC-26
7.	OWNER'S RESPONSIBILITIES.....	GC-27
8.	ENGINEER'S STATUS DURING CONSTRUCTION .....	GC-27
9.	CHANGES IN THE WORK .....	GC-30
10.	CHANGE OF CONTRACT PRICE.....	GC-31
11.	CHANGE OF CONTRACT TIME .....	GC-37
12.	WARRANTY AND GUARANTEE; TESTS AND INSPECTIONS. CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK.....	GC-38
13.	PAYMENTS TO CONTRACTOR AND COMPLETION .....	GC-41
14.	SUSPENSION OF WORK AND TERMINATION.....	GC-45
15.	MISCELLANEOUS .....	GC-48

## DETAILED TABLE OF CONTENTS OF GENERAL CONDITIONS

1. Definitions
2. Preliminary Matters
  - 2.1 Delivery of Bonds
  - 2.2 Copies of Documents
  - 2.3 Commencement of Contract Time; Notice to Proceed
  - 2.4 Starting the Project
  - 2.5 Before Starting Construction
  - 2.6 Submittal of Schedules
  - 2.7 Preconstruction Conference
  - 2.8 Finalizing Schedules
3. Contract Documents, Intent, Conflicts, Amending, and Reuse
  - 3.1 General
  - 3.2 Intent
  - 3.3 Conflicts
  - 3.4 Amending and Supplementing Contract Documents
  - 3.5 Reuse of Documents
4. Availability of Lands, Physical Conditions, Reference Points
  - 4.1 Availability of Lands
  - 4.2 Physical Conditions
  - 4.3 Physical Conditions - Underground Facilities
  - 4.4 Reference Points
5. CONTRACTOR'S Responsibilities
  - 5.1 Supervision
  - 5.2 Superintendence
  - 5.3 Labor
  - 5.4 Start-Up and Completion of Work
  - 5.5 Materials and Equipment
  - 5.6 Adjusting Progress Schedule
  - 5.7 Substitutes or "Or-Equal" Items
  - 5.8 Subcontractors, Suppliers and Others
  - 5.9 Patent Fees and Royalties
  - 5.10 Permits
  - 5.11 Laws and Regulations
  - 5.12 Taxes
  - 5.13 Use of Premises

- 5.14 Record Drawings
- 5.15 Shop Drawings and Samples
- 5.16 Continuing the Work
- 5.17 Erosion and Sediment Control
  
- 6. Other Work
  - 6.1 Related Work at Site
  - 6.2 Other Contractors or Utility Owners
  - 6.3 Delays Caused By Others
  - 6.4 Coordination
  
- 7. OWNER'S Responsibilities
  - 7.1 Communications
  - 7.2 Data and Payments
  - 7.3 Lands, Easements, and Surveys
  - 7.4 Change Orders
  - 7.5 Inspections, Tests, and Approvals
  - 7.6 Stop or Suspend Work
  
- 8. ENGINEER'S Status During Construction
  - 8.1 OWNER'S Representative
  - 8.2 Visits to Site
  - 8.3 Project Representation
  - 8.4 Clarification and Interpretations
  - 8.5 Authorized Variations in Work
  - 8.6 Rejecting Defective Work
  - 8.7 Shop Drawings
  - 8.8 Change Orders
  - 8.9 Payments
  - 8.10 Determinations for Unit Prices
  - 8.11 Decisions on Disputes
  - 8.12 Limitations on ENGINEER'S Responsibilities
  
- 9. Changes in the Work
  - 9.1 OWNER May Order Changes
  - 9.2 Claims
  - 9.3 Work Not in Contract Documents
  - 9.4 Change Orders
  - 9.5 Notice of Change



10. Change of Contract Price
  - 10.1 Total Compensation
  - 10.2 Claim for Increase or Decrease in Price
  - 10.3 Value of Work
  - 10.4 Cost of the Work
  - 10.5 Not to Be Included in Cost of the Work
  - 10.6 CONTRACTOR'S Fee
  - 10.7 Itemized Cost Breakdown
  - 10.8 Cash Allowance
  - 10.9 Unit Price Work
  
11. Change of Contract Time
  - 11.1 Change Order
  - 11.2 Justification for Time Extension
  - 11.3 Time Limits
  
12. Warranty and Guarantee; Tests and Inspections.  
Correction, Removal or Acceptance of Defective Work
  - 12.1 Warranty and Guarantee
  - 12.2 Access to Work
  - 12.3 Tests and Inspections
  - 12.4 OWNER May Stop Work
  - 12.5 Correction or Removal of Defective Work
  - 12.6 One Year Correction Period
  - 12.7 Acceptance of Defective work
  - 12.8 Owner May Correct Defective Work
  
13. Payments to CONTRACTOR and Completion
  - 13.1 Schedule of Values
  - 13.2 Application for Progress Payments
  - 13.3 CONTRACTOR'S Warranty of Title
  - 13.4 Review of Application for Progress Payments
  - 13.5 Partial Utilization
  - 13.6 Final Inspection
  - 13.7 Final Application for Payment
  - 13.8 Final Payment and Acceptance
  - 13.9 CONTRACTOR'S Continuing Obligation
  - 13.10 Waiver of Claims

- 14. Suspension of Work and Termination
  - 14.1 OWNER May Suspend Work
  - 14.2 OWNER May Terminate
  - 14.3 CONTRACTOR'S Services Terminated
  - 14.4 Payment After Termination
  - 14.5 CONTRACTOR May Stop or Terminate
  
- 15. Miscellaneous
  - 15.1 Claims for Injury or Damage
  - 15.2 Non-Discrimination in Employment
  - 15.3 Temporary Street Closing or Blockage
  - 15.4 Percentage of Work Performed by Prime CONTRACTOR
  - 15.5 Clean-up
  - 15.6 General
  - 15.7 Debris Disposal

END OF SECTION

**PART IV**  
**GENERAL CONDITIONS**

**1. DEFINITIONS**

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

**1.1 Addenda**

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

**1.2 Agreement**

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

**1.3 Application for Payment**

The form accepted by ENGINEER 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 ENGINEER, 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 ENGINEER'S recommendation of final payment (unless responsibility for the protection thereof has been assumed by OWNER).

**1.14 Drawings**

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

The Lexington-Fayette Urban County Government Division of Water Quality or its authorized representative.

**1.17 Field Order**

A documented order issued by ENGINEER which orders minor changes in the Work, but which does not involve a change in the Contract Price or the Contract Time.

**1.18 Giving Notice**

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

**1.19 Laws and Regulations**

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

**1.20 Notice of Award**

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

**1.21 Notice to Proceed**

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

**1.22 OWNER**

The Lexington-Fayette Urban County Government.

**1.23 Partial Utilization**

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

**1.24 Project**

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

**1.25 Inspector**

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

**1.26 Shop Drawings**

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

**1.27 Specifications**

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

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

**1.28 Standard Specifications**

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

**1.29 Subcontractor**

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

**1.30 Special Conditions**

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

**1.31 Supplier**

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

**1.32 Underground Facilities**

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

**1.33 Unit Price Work**

Not applicable

**1.34 Work**

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

**1.35 Time Period**

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

## 2. PRELIMINARY MATTERS

### 2.1 Delivery of Bonds

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

### 2.2 Copies of Documents

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

### 2.3 Commencement of Contract Time; Notice to Proceed

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

### 2.4 Starting the Project

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

### 2.5 Before Starting Construction

Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. CONTRACTOR shall promptly report in writing to ENGINEER any conflict, error or discrepancy which CONTRACTOR may discover and shall obtain a written interpretation or clarification from ENGINEER before proceeding with any Work affected thereby; however, CONTRACTOR shall not be liable to OWNER or ENGINEER 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 ENGINEER 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, ENGINEER, EEO-Affirmative Action Officer, and other appropriate parties will be held to discuss the following issues: (1) The scheduling of the Work to be completed; (2) The procedures for handling shop drawings and other submittals; (3) The processing of applications for payment; (4) The establishment of an understanding among the involved parties in regard to the proposed project; and (5) The establishment of procedures for effectively implementing the 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, ENGINEER, 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 ENGINEER as providing orderly progression of the Work to completion within the Contract Time, but such acceptance will neither impose on ENGINEER 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 ENGINEER as providing a workable arrangement for processing the submissions. The finalized schedule of values will be acceptable to ENGINEER as to form and substance.

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

**3.1 General**

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

**3.2 Intent**

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



technical society, organization or association, or to the laws or regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code or laws or regulations in effect at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall be effective to change the duties and responsibilities of OWNER, CONTRACTOR or ENGINEER, or any of their consultants, agents or employees from those set forth in the Contract Documents, nor shall it be effective to assign to ENGINEER, or any of ENGINEER'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 ENGINEER 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 ENGINEER in writing at once and before proceeding with the Work affected thereby shall obtain a written interpretation or clarification from ENGINEER; however, CONTRACTOR shall not be liable to OWNER or ENGINEER 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
8. Drawings

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

### **3.4 Amending and Supplementing Contract Documents**

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

**3.5 Reuse of Documents**

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

**4. AVAILABILITY OF LANDS; PHYSICAL CONDITIONS, REFERENCE POINTS**

**4.1 Availability of Lands**

OWNER shall furnish, as indicated in the Contract Documents, the lands upon which the Work is to be performed, rights-of-way and easements for access thereto, and such other lands which are designated for the use of CONTRACTOR. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by OWNER, unless otherwise provided in the Contract Documents. If CONTRACTOR believes that any delay in OWNER'S furnishing these lands, rights-of-way or easements entitles CONTRACTOR to an extension of the Contract Time, CONTRACTOR may make a claim therefor as provided in Article 11. ENGINEER 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 ENGINEER 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 ENGINEER in preparation of the Contract Documents. CONTRACTOR may rely upon the accuracy of the technical data contained in such drawings, but not for the completeness thereof for CONTRACTOR'S purposes. Except as indicated in the immediately preceding sentence and in paragraph

4.2.6, CONTRACTOR shall have full responsibility with respect to physical conditions in or relating to such structures.

4.2.3 Report of Differing Conditions  
If CONTRACTOR believes that:

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

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

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

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

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

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

**4.3 Physical Conditions-Underground Facilities**

4.3.1 Shown or Indicated  
The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the site is based on information and data furnished to OWNER or ENGINEER by the owners of such underground facilities or by others. Unless it is otherwise expressly provided in the Special Conditions:

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

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

4.3.2 Not Shown or Indicated

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

**4.4 Reference Points**

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

**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 and shall install, maintain and remove all equipment of the construction, other utensils or things, and be responsible for the safe, proper and lawful construction, maintenance and use of same, and shall construct in the best and most workmanlike manner, a complete job and everything incidental thereto, as shown on the plans, stated in the specifications, or reasonably implied therefrom, all in accordance with the contract documents.

**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 ENGINEER, 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 ENGINEER, or any of ENGINEER'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 ENGINEER of all such instances at least five (5) days in advance of receiving the proposals. The Engineer 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 ENGINEER 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/ENGINEER if sufficient information is submitted by CONTRACTOR to allow OWNER/ENGINEER to determine that the material or equipment proposed is equivalent or equal to that named. The procedure for review by OWNER/ENGINEER will include the following. Requests for review of

substitute items of material and equipment will not be accepted by OWNER/ENGINEER 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/ENGINEER for acceptance thereof, certifying that the proposed substitute will perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified. The application will state that the evaluation and acceptance of the proposed substitute will not prejudice CONTRACTOR'S achievement of completion on time, whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with OWNER for work on the Project) to adapt the design to the proposed substitute and whether or not incorporation or use of the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair and replacement service will be indicated. The application will also contain an itemized estimate of all costs that will result directly or indirectly from acceptance of such substitute, including costs of redesign and claims of other contractors affected by the resulting change, all of which shall be considered by OWNER/ENGINEER in evaluating the proposed substitute. OWNER/ENGINEER 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/ENGINEER, if CONTRACTOR submits sufficient information to allow OWNER/ENGINEER to determine that the substitute proposed is equivalent to that indicated or required by the Contract Documents. The procedure for review by OWNER/ENGINEER will be similar to that provided in paragraph 5.7.1 as applied by OWNER/ENGINEER.

5.7.3 OWNER/ENGINEER'S Approval

OWNER/ENGINEER will be allowed a reasonable time within which to evaluate each proposed substitute. OWNER/ENGINEER will be the sole judge of acceptability, and no substitute will be ordered, installed or utilized without OWNER/ENGINEER'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/ENGINEER will record time required by OWNER/ENGINEER and OWNER/ENGINEER'S consultants in

evaluating substitutions proposed by CONTRACTOR and in making changes in the Contract Documents occasioned thereby. Whether or not OWNER/ENGINEER accepts a proposed substitute, CONTRACTOR shall reimburse OWNER for the charges of OWNER/ENGINEER and OWNER/ENGINEER'S consultants for evaluating each proposed substitute.

## **5.8 Subcontractors, Suppliers, and Others**

### **5.8.1 Acceptable to ENGINEER**

CONTRACTOR shall not employ any Subcontractor, Supplier or other person or organization (including those acceptable to OWNER and ENGINEER as indicated in paragraph 5.8.2), whether initially or as a substitute, against whom OWNER or ENGINEER 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 ENGINEER and if CONTRACTOR has submitted a list thereof, OWNER'S or ENGINEER'S acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the bidding documents or the Contract Documents) of any such Subcontractor, Supplier or other person or organization so identified may be revoked on the basis of reasonable objection after due investigation, in which case CONTRACTOR shall submit an acceptable substitute. No acceptance by OWNER or ENGINEER of any such Subcontractor, Supplier or other person or organization shall constitute a waiver of any right of OWNER or ENGINEER to reject defective Work.

### **5.8.3 Contractor Responsible for Acts of Subcontractors**

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



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

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

5.8.4 Division of Specifications

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

5.8.5 Agreement Between Contractor and Subcontractors

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

5.8.6 Statements and Comments by CONTRACTOR

Neither the CONTRACTOR, his employees, nor his subcontractors shall at any time make any statement or comment as to the project scope, nature, intention, design, or construction method to any third party or parties without the explicit written consent of the OWNER.

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

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

**5.9 Patent Fees and Royalties**

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

**5.10 Permits**

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

**5.11 Laws and Regulations**

**5.11.1 CONTRACTOR to Comply**

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

**5.11.2 Specifications and Drawings at Variance**

If CONTRACTOR observes that the Specifications or Drawings are at variance with any Laws or Regulations, CONTRACTOR shall give ENGINEER 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 ENGINEER, 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.

**5.12 Taxes**

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

## **5.13 Use of Premises**

### **5.13.1 Project Site**

CONTRACTOR shall confine construction equipment, the storage of materials and equipment and the operations of workers to the staging areas or work site areas identified in and permitted by the Contract Documents and other land and areas permitted by Laws and Regulations, rights-of-way, permits and easements, and shall not unreasonably encumber the premises with construction equipment or other materials or equipment. CONTRACTOR shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof or of any land or areas contiguous thereto, resulting from the performance of the Work. Should any claim be made against OWNER or ENGINEER by any such owner or occupant because of the performance of the Work, CONTRACTOR shall promptly attempt to settle with such other party by agreement or otherwise resolve the claim by arbitration or at law. CONTRACTOR shall, to the fullest extent permitted by Laws and Regulations, indemnify and hold OWNER and ENGINEER harmless from and against all claims, damages, losses and expenses (including, but not limited to, fees of engineers, architects, attorneys and other professionals and court and arbitration costs) arising directly, indirectly or consequentially out of any action, legal or equitable, brought by any such other party against OWNER or ENGINEER 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 ENGINEER for reference. Upon completion of the Work, these record documents, samples and Shop Drawings will be delivered to ENGINEER for OWNER.

## **5.15 Shop Drawings and Samples**

### **5.15.1 Shop Drawing Submittals**

After checking and verifying all field measurements and after complying with applicable procedures specified, CONTRACTOR shall submit to ENGINEER 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, electronic pdf versions (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 ENGINEER 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 ENGINEER to review the information as required.

### **5.15.2 Sample Submittals**

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

**5.15.5 ENGINEER'S Approval**

ENGINEER will review and approve with reasonable promptness Shop Drawings and samples, but ENGINEER'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 ENGINEER and shall resubmit electronic pdf (unless otherwise specified) 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 ENGINEER on previous submittals.

**5.15.6 Responsibility for Errors and Omissions**

ENGINEER'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 ENGINEER'S attention to each such variation at the time of submission as required by paragraph 5.15.4 and ENGINEER 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 ENGINEER 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 Drawing or sample is required by the Specifications, any related Work performed prior to ENGINEER'S review and approval of the pertinent submission will be the sole expense and responsibility of CONTRACTOR.

**5.16 Continuing the Work**

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

**5.17 Erosion and Sediment Control**

5.17.1 General Environmental Requirements

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

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

5.17.2 Stormwater Pollution Prevention

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

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

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

C. The CONTRACTOR shall provide the necessary equipment and personnel to perform any and all emergency measures that may be required to contain any spillage or leakage and to remove materials, soils

or liquids that become contaminated. The collected spill material shall be properly disposed at the CONTRACTOR's expense.

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

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

## **6. OTHER WORK**

### **6.1 Related Work at Site**

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

### **6.2 Other Contractors or Utility Owners**

CONTRACTOR shall afford each utility owner and other contractor who is a party to such a direct contract (or OWNER, if OWNER is performing the additional work with OWNER'S employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such work, and shall properly connect and coordinate the Work with theirs. CONTRACTOR shall do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. CONTRACTOR shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of ENGINEER 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 ENGINEER 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 to so report will constitute an acceptance of the other work as fit and proper for integration with

CONTRACTOR'S Work except for latent or non-apparent defects and deficiencies in the other work.

**6.4 Coordination**

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

**7. OWNER'S RESPONSIBILITIES**

**7.1 Communications**

OWNER shall issue all communications to CONTRACTOR through ENGINEER.

**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 ENGINEER 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. ENGINEER'S STATUS DURING CONSTRUCTION**

### **8.1 OWNER'S Representative**

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

### **8.2 Visits to Site**

ENGINEER 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. ENGINEER will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. ENGINEER'S efforts will be directed toward providing for OWNER a greater degree of confidence that the completed Work will conform to the Contract Documents. On the basis of such visits and on-site observations, ENGINEER will keep OWNER informed of the progress of the Work and will endeavor to guard OWNER against defects and deficiencies in the Work.

### **8.3 Project Representation**

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

ENGINEER 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 ENGINEER 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**

ENGINEER 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**

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

**8.8 Change Orders**

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

**8.9 Payments**

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

**8.10 Determinations for Unit Prices**

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

ENGINEER will review with CONTRACTOR ENGINEER'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**

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

**8.12 Limitations on Engineer's Responsibilities**

**8.12.1 CONTRACTOR, Supplier, or Surety**

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

responsibility of ENGINEER 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 ENGINEER 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 ENGINEER 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.

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

ENGINEER 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 ENGINEER 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 ENGINEER 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 ENGINEER allows an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by CONTRACTOR'S written statement that the amount claimed covers all known amounts (direct, indirect, and consequential) to which the CONTRACTOR is entitled as a result of the occurrence of said event.

### **10.3 Value of Work**

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

#### **10.3.1 Unit Prices**

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

#### **10.3.2 Lump Sum**

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

#### **10.3.3 Cost Plus Fee**

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

### **10.4 Cost of the Work**

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

#### **10.4.1 Payroll Costs**

Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the Work under schedules of job classifications agreed upon by OWNER and CONTRACTOR. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, workers' or workmen's compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. Such employees shall

include superintendents and foremen at the site. The expenses of performing Work after regular working hours, on Saturday, Sunday or legal holidays, shall be included in the above to the extent authorized by OWNER.

10.4.2 Materials and Equipment Costs

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

10.4.3 Subcontractor Costs

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

10.4.4 Special Consultant Costs

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

10.4.5 Supplemental Costs

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

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

10.4.5.3 Rentals of all construction equipment and machinery and the parts thereof whether rented from CONTRACTOR or others in accordance with rental agreements approved by OWNER with the advice of ENGINEER, 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 ENGINEER 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 ENGINEER, 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 ENGINEER 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 ENGINEER 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 ENGINEER 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 ENGINEER 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 ENGINEER in accordance with paragraph 8.11. No claim for an adjustment in the Contract Time will be valid if not submitted in accordance with the requirements of this paragraph 11.1.

**11.2 Justification for Time Extensions**

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

**11.3 Time Limits**

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

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

**12.1 Warranty and Guarantee**

CONTRACTOR warrants and guarantees to OWNER and ENGINEER 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**

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

## 12.3 Tests and Inspections

### 12.3.1 Timely Notice

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

### 12.3.2 Requirements and Responsibilities

The ENGINEER 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 ENGINEER or the INSPECTOR shall relieve the CONTRACTOR of sole responsibility for the acceptability and integrity of the Work or any part thereof.

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

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

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

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

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

### 12.3.3 On-Site Construction Test and Other Testing

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

**12.3.4 Covered Work**

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

**12.3.5 CONTRACTOR'S Obligation**

Neither observations by ENGINEER 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 ENGINEER, 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 ENGINEER, 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 ENGINEER 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 ENGINEER to proceed to correct defective Work or to remove and replace rejected Work as required by ENGINEER 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 ENGINEER, 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 ENGINEER. 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 ENGINEER 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 ENGINEER. 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 Engineer 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 Engineer'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**

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

### **13.4.2 ENGINEER'S Recommendation**

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

If, on the basis of ENGINEER'S observation of the Work during construction and final inspection, and ENGINEER'S review of the final Application for Payment and accompanying documentation - all as required by the Contract Documents, ENGINEER is satisfied that the Work has been completed and CONTRACTOR'S other obligations under the Contract Documents have been fulfilled, ENGINEER will, after receipt of the final Application for Payment, indicate in writing ENGINEER'S recommendation of payment and present the Application to OWNER for payment. Thereupon ENGINEER will give written notice to OWNER and CONTRACTOR that the Work is acceptable, subject to the provisions of paragraph 13.10. Otherwise, ENGINEER 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 ENGINEER, 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 ENGINEER 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 ENGINEER, nor the issuance of a certificate of Completion, nor any payment by OWNER to CONTRACTOR under the Contract Documents, nor any use or occupancy of the Work or any part thereof by OWNER, nor any act of acceptance by OWNER nor any failure to do so, nor any review and approval of a Shop Drawing or sample submission, nor any correction of defective Work by OWNER will constitute an acceptance of Work not in accordance with the Contract Documents or a release of CONTRACTOR'S obligation to perform the Work in accordance with the Contract Documents (except as provided in paragraph 13.10).

**13.10 Waiver of Claims**

The making and acceptance of final payment will constitute:

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

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

**14. SUSPENSION OF WORK AND TERMINATION**

**14.1 OWNER May Suspend Work**

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

**14.2 OWNER May Terminate**

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

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

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

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

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

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

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

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

**14.2.8** if CONTRACTOR disregards the authority of ENGINEER, 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 ENGINEER 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 ENGINEER fails to act on any Application for Payment within sixty days after it is submitted, or OWNER fails for sixty days to pay CONTRACTOR any sum finally determined to be due, then CONTRACTOR may, upon seven days' written notice to OWNER and ENGINEER, 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 ENGINEER has failed to act on an Application for Payment or OWNER has failed to make any payment as aforesaid, CONTRACTOR may upon seven days' written notice to OWNER and ENGINEER 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 declamatory judgment action in Fayette Circuit Court, to be presently engaging in an unlawful practice, as hereinafter defined. Such declamatory 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 to 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 ENGINEER 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 ENGINEER determines that the reduction would be to the advantage of the OWNER.

**15.5 Clean-up**

Cleanup shall progress, to the greatest degree practicable, throughout the course of the Work. The Work will not be considered as completed, and final payment will not be made, until the right-of-way and all ground occupied or affected by the Contractor in connection with the Work has been cleared of all rubbish, equipment,

excess materials, temporary structures, and weeds. Rubbish and all waste materials of whatever nature shall be disposed of, off of the project site, in an acceptable manner. All property, both public and private, which has been damaged in the prosecution of the Work, shall be restored in an acceptable manner. All areas shall be draining, and all drainage ways shall be left unobstructed, and in such a condition that drift will not collect, or scour be induced.

**15.6 General**

The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon CONTRACTOR by paragraphs 12.1, 12.3.5, 13.3, and 15.2 and all of the rights and remedies available to OWNER and ENGINEER thereunder, are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee or by other provisions of the Contract Documents, and the provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right and remedy to which they apply. All representations, warranties and guarantees made in the Contract Documents will survive final payment and termination or completion of the Agreement.

**15.7 Debris Disposal**

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

END OF SECTION

**PART V**  
**SPECIAL CONDITIONS**  
**INDEX**

1	BLASTING.....	SC-2
2	RISK MANAGEMENT PROVISIONS – INSURANCE AND INDEMNIFICATION .....	SC-3



**1. BLASTING**

Blasting shall only be allowed with the specific written permission from the OWNER and the CONTRACTOR will be fully responsible and will be required to provide additional insurance.

Blasting is only allowed by a licensed blaster in compliance with the State of Kentucky Laws, KRS Section 351.310 – 351.340 and applicable rules and regulations issued by the Department of Mines and Minerals.

CONTRACTOR shall notify each property owner and public utility company having structures or facilities in proximity to the site of the work of the intent to use explosives. Give such notice sufficiently in advance to enable those being notified to take the necessary steps to protect their property from injury. CONTRACTOR will be liable for any and all damages and claims made as a result of his blasting operations.

CONTRACTOR shall preserve the original bearing value of rock located under proposed structure foundations from damage be blasting, by concussion from the blasting or by excessive breakage. The CONTRACTOR shall bear any increase in structure costs caused by blasting damage to rock under proposed foundations.

2.

**RISK MANAGEMENT PROVISIONS  
INSURANCE AND INDEMNIFICATION**

---

**INDEMNIFICATION AND HOLD HARMLESS PROVISION**

- (1) It is understood and agreed by the parties that Contractor hereby assumes the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of Contractor or its employees, agents, servants, owners, principals, licensees, assigns or subcontractors of any tier (hereinafter "CONTRACTOR") under or in connection with this agreement and/or the provision of goods or services and the performance or failure to perform any work required thereby.
- (2) CONTRACTOR shall indemnify, save, hold harmless and defend the Lexington-Fayette Urban County Government and its elected and appointed officials, employees, agents, volunteers, and successors in interest (hereinafter "LFUCG") from and against all liability, damages, and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, from or by CONTRACTOR's performance or breach of the agreement and/or the provision of goods or services provided that: (a) it is attributable to personal injury, bodily injury, sickness, or death, or to injury to or destruction of property (including the loss of use resulting therefrom), or to or from the negligent acts, errors or omissions or willful misconduct of the CONTRACTOR; and (b) not caused solely by the active negligence or willful misconduct of LFUCG.
- (3) In the event LFUCG is alleged to be liable based upon the above, CONTRACTOR shall defend such allegations and shall bear all costs, fees and expenses of such defense, including but not limited to, all reasonable attorneys' fees and expenses, court costs, and expert witness fees and expenses, using attorneys approved in writing by LFUCG, which approval shall not be unreasonably withheld.
- (4) These provisions shall in no way be limited by any financial responsibility or insurance requirements and shall survive the termination of this agreement.
- (5) LFUCG is a political subdivision of the Commonwealth of Kentucky. CONTRACTOR acknowledges and agrees that LFUCG is unable to provide indemnity or otherwise save, hold harmless, or defend the CONTRACTOR in any manner.

**FINANCIAL RESPONSIBILITY**

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

**INSURANCE REQUIREMENTS**

YOUR ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW, 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 (Insurance Services Office Form CA 0001)	combined single, \$1 million per occurrence
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. The General Liability Policy shall include an Explosion-Collapse Underground (XCU) endorsement.
- e. The General Liability Policy shall include a Pollution liability and/or Environmental Casualty endorsement unless it is deemed not to apply by LFUCG.
- f. 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.
- g. 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 ensure 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.

END OF SECTION

**PART VI**  
**CONTRACT AGREEMENT**

**INDEX**

1. SCOPE OF WORK
2. TIME OF COMPLETION AND LIQUIDATED DAMAGES
3. ISSUANCE OF WORK ORDERS
4. THE CONTRACT SUM
5. PROGRESS PAYMENTS
6. ACCEPTANCE AND FINAL PAYMENT
7. THE CONTRACT DOCUMENTS
8. EXTRA WORK
9. ENUMERATION OF SPECIFICATIONS AND DRAWINGS

**PART VI**

**CONTRACT AGREEMENT**

THIS AGREEMENT, made on the 30<sup>th</sup> day of August, 2022, by and between **Lexington-Fayette Urban County Government (LFUCG)**, acting herein called "OWNER" and CROM, LLC, doing business as a corporation located in the City of Gainesville, FL, County of Alachua and State of Florida, hereinafter called "CONTRACTOR."

WITNESSETH: That the CONTRACTOR and the OWNER in consideration of TWO MILLION AND NINE HUNDRED AND NINETY FIVE THOUSAND AND FOUR HUNDRED AND TWENTY Dollars and ZERO Cents (\$ 2,995,420.00) quoted in the proposal by the CONTRACTOR, dated JUNE 23, 2022, 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 LFUCG for the **Town Branch WWTP Concrete Channel Repairs**.

**2. TIME OF COMPLETION AND LIQUIDATED DAMAGES**

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. **TIME IS OF THE ESSENCE IN THE PERFORMANCE OF THIS AGREEMENT AND CONTRACTOR SHALL BE LIABLE AND RESPONSIBLE FOR DAMAGES SUFFERED BY OWNER AS A RESULT OF THE DELAY CAUSED BY CONTRACTOR.**

Should the contractor fail or refuse to complete the work within the time specified in his Proposal and/or Contract (or extension of time granted by the owner), the Contractor shall pay liquidated damages in an amount of four hundred dollars per day. The amount of liquidated damages shall in no event be considered as a penalty, nor other than an amount agreed upon by the Contractor and the Owner for damages, loses, additional engineering, additional resident representation and other cost that will be sustained by the owner, if the Contractor fails to complete the work within the specified time. Liquidated damages will be applied on a rate per day for each and every calendar day (Sundays and holidays included) beyond the Contract expiration date stipulated in the Contract Documents, considering all time extension granted.

**3. ISSUANCE OF WORK ORDERS**

Notice to begin Work will be given in whole or for part of the Work as determined by the OWNER

pending the availability of funds. The order of construction will be as determined by the Engineer after consultation with the CONTRACTOR and the OWNER.

#### **4. THE CONTRACT SUM**

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

#### **5. PROGRESS PAYMENTS**

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

#### **6. ACCEPTANCE AND FINAL PAYMENT**

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

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

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

#### **7. THE CONTRACT DOCUMENTS**

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

If during the performance of the Work, CONTRACTOR finds a conflict, error or discrepancy in the Contract Documents, CONTRACTOR shall so report to ENGINEER in writing at once and before proceeding with the Work affected thereby shall obtain a written interpretation or clarification from ENGINEER; however, CONTRACTOR shall not be liable to OWNER or ENGINEER for failure to report any conflict, error or discrepancy in the Contract Documents unless CONTRACTOR had actual knowledge thereof or should reasonable 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. Information for Bidders
6. General Conditions
7. Specifications and Drawings

**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. ENUMERATION OF SPECIFICATIONS AND DRAWINGS**

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

**SPECIFICATIONS**

SECTION NO.	SPECIFICATION TITLE	PAGES
I	Advertisement for Bids	AB 1 thru 5
II	Information for Bidders	IB 1 thru 9
III	Form of Proposal	P 1 thru 37
IV	General Conditions	GC 1 thru 50
V	Special Conditions	SC 1 thru 6
VI	Contract Agreement	CA 1 thru 7
VII	Performance and Payment Bonds	PB 1 thru 7
VIII	Addenda	AD 1
IX	Technical Specifications	

**DRAWINGS**

DRAWING NO.	DRAWING TITLE
1	Title Sheet
2	Site Plan
3	Flow Management Plans
4	Area 1
5	Area 1
6	Details

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

(Seal)

Lexington-Fayette Urban County Government.  
Lexington, Kentucky

(Owner)

ATTEST:

Margerie Stock  
Deputy Clerk of the Urban County Council

BY: Linda Gorton  
MAYOR

Alla  
(Witness)

Mayor  
(Title)

(Contractor)

BY: CROM LLC



R. Phil Turner  
(Secretary)\*

Regional Mgr / Ass. Secretary  
(Title)

Melissa Jones  
(Witness)

250 SW 3rd Terrace, Gainesville, FL  
(Address and Zip Code) 32601

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.

END OF SECTION

**NOTICE OF AWARD**

CONTRACTOR: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

OWNER: Lexington-Fayette Urban County Government  
Division of Water Quality  
Lexington, Kentucky

PROJECT: Town Branch WWTP Concrete Channel Repairs  
Lexington-Fayette Urban County Government

LFUCG Bid No. 56-2022

You are hereby notified that the Owner has considered the Bid submitted by you for the above-described project in response to its Advertisement for Bids dated \_\_\_\_\_, 20\_\_.

It appears that it is to the best interest of said Owner to accept your Bid in the amount of \_\_\_\_\_ dollars (\$ \_\_\_\_\_), and you are hereby notified that your Bid has been accepted for

Town Branch WWTP Concrete Channel Repairs

LFUCG Bid No. 56-2022

The Contractor is required by these Contract Documents to execute and deliver the formal Agreement (Contract) with the undersigned Owner and to furnish the required Contractor's Performance, Payment, Warranty, and Erosion and Sediment Control Bonds within fifteen (15) days from the date of the delivery of this Notice.

If you fail to execute said Agreement (Contract) and to furnish said Bonds within fifteen (15) days from the date of delivery of this Notice, said Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your Bid as abandoned and to award the Work covered by your Bid to another, or to re-advertise the Work or otherwise dispose thereof as the Owner may deem appropriate.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Lexington-Fayette Urban County Government

By: \_\_\_\_\_

Title: \_\_\_\_\_

**NOTICE OF ACCEPTANCE**

Receipt of the above Notice of Award is hereby acknowledged this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

By: \_\_\_\_\_

Title: \_\_\_\_\_

**NOTICE TO PROCEED**

CONTRACTOR: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

OWNER: Lexington-Fayette Urban County Government  
Division of Water Quality  
Lexington, Kentucky

PROJECT: Town Branch WWTP Concrete Channel Repairs  
Lexington-Fayette Urban County Government  
  
LFUCG Bid No. 56-2022

Agreement (Contract) Amount: \_\_\_\_\_ dollars (\$ \_\_\_\_\_)

You are hereby notified to commence Work on the referenced project on or before \_\_\_\_\_, 20\_\_ and to substantially complete Work within one hundred eighty (180) CONSECUTIVE CALENDAR DAYS thereafter. Your Agreement (Contract) completion date is therefore \_\_\_\_\_, 20\_\_.

The Agreement (Contract) provides for assessment of the sum of \_\_\_\_\_ dollars (\$ \_\_\_\_\_) as liquidated damages for each consecutive calendar day after the above established Agreement (Contract) completion date that the Work remains incomplete.

Lexington-Fayette Urban County Government

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**PART VII**

**PERFORMANCE AND PAYMENT BONDS**

1. PERFORMANCE BOND
2. PAYMENT BOND

# AIA Document A312™ – 2010

## Performance Bond

Bond No. 107603161

### CONTRACTOR:

(Name, legal status and address)

CROM, LLC.  
250 SW 36th Terrace  
Gainesville, FL 32607  
(352) 372-3436

### OWNER:

(Name, legal status and address)

Lexington-Fayette Urban County Government  
200 East Main Street, Third Floor  
Lexington, Kentucky 40507  
(859) 258-3323

### CONSTRUCTION CONTRACT

Date:

Amount: Two Million Nine Hundred Ninety-Five Thousand Four Hundred Twenty Dollars and 00/100  
(\$2,995,420.00)

Description:

(Name and location)

Town Branch WWTP Concrete Channel Repairs - Bid Number 56-2022  
301 Jimmie Campbell Drive, Lexington, KY 40504  
Concrete Channel Repairs

### SURETY:

(Name, legal status and principal place of business)

Travelers Casualty and Surety Company of America  
One Tower Square  
Hartford, CT 06183  
(800) 277-0111

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:

(Not earlier than Construction Contract Date)

Amount: Two Million Nine Hundred Ninety-Five Thousand Four Hundred Twenty Dollars and 00/100  
(\$2,995,420.00)

Modifications to this Bond:

None

See Section 16

### CONTRACTOR AS PRINCIPAL

Company:  
CROM, LLC.

(Corporate Seal)

### SURETY

Company:

(Corporate Seal)

Travelers Casualty and Surety Company of America

Signature:

Name

and Title:

(Any additional signatures appear on the last page of this Performance Bond.)

Signature:

Name Jorge L. Bracamonte

and Title: **Attorney-in-Fact** Kentucky Licensed Non-Resident Agent

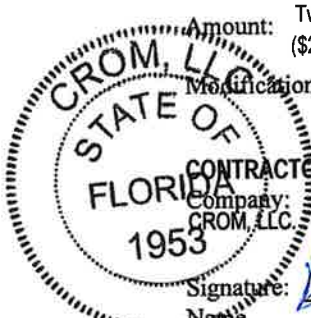
(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

JCA Surety Group, LLC  
123 Zelma Street, Suite A  
Orlando, FL 32803  
(321) 800-6594

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 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:**

Notwithstanding anything in the Construction Contract to the contrary, the Surety's warranty obligation under this Bond shall be for one (1) year from the date of final completion under the Construction Contract, and the Contractor, manufacturer, or other party(ies) made responsible under the Construction Contract shall be solely liable for all warranty work and obligations to the Owner under the Construction Contract which extend for a period beyond one (1) year.

*(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: \_\_\_\_\_

Signature: \_\_\_\_\_

Name and Title:

Name and Title:

Address

Address

**CAUTION:** You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

# AIA Document A312™ – 2010

## Payment Bond

Bond No. 107603161

**CONTRACTOR:**

(Name, legal status and address)

CROM, LLC.  
250 SW 36th Terrace  
Gainesville, FL 32607  
(352) 372-3436

**OWNER:**

(Name, legal status and address)

Lexington-Fayette Urban County Government  
200 East Main Street, Third Floor  
Lexington, Kentucky 40507  
(859) 258-3323

**CONSTRUCTION CONTRACT**

Date:

Amount: Two Million Nine Hundred Ninety-Five Thousand Four Hundred Twenty Dollars and 00/100 (\$2,995,420.00)

Description: Town Branch WWTP Concrete Channel Repairs - Bid Number 56-2022  
(Name and location) 301 Jimmie Campbell Drive, Lexington, KY 40504  
Concrete Channel Repairs

**SURETY:**

(Name, legal status and principal place of business)

Travelers Casualty and Surety Company of America  
One Tower Square  
Hartford, CT 06183  
(800) 277-0111

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:

(Not earlier than Construction Contract Date)

Amount: Two Million Nine Hundred Ninety-Five Thousand Four Hundred Twenty Dollars and 00/100 (\$2,995,420.00)

Modifications to this Bond:  None  See Section 18



**CONTRACTOR AS PRINCIPAL**

Company: CROM, LLC. (Corporate Seal)

Signature: [Handwritten Signature]  
Name and Title:

**SURETY**

Company: Travelers Casualty and Surety Company of America (Corporate Seal)

Signature: [Handwritten Signature]  
Name Jorge L. Bracamonte  
and Title: **Attorney-In-Fact** Kentucky Licensed Non-Resident Agent



(Any additional signatures appear on the last page of this Payment Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

**AGENT or BROKER:**

JCA Surety Group, LLC  
123 Zelma Street, Suite A  
Orlando, FL 32803  
(321) 800-6594

**OWNER'S REPRESENTATIVE:**

(Architect, Engineer or other party:)

Init.

**§ 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.

**§ 16.4 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.

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

**§ 17** 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.

**§ 18** 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: \_\_\_\_\_

Signature: \_\_\_\_\_

Name and Title: \_\_\_\_\_

Name and Title: \_\_\_\_\_

Address \_\_\_\_\_

Address \_\_\_\_\_

**CAUTION:** You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.



**Travelers Casualty and Surety Company of America**  
**Travelers Casualty and Surety Company**  
**St. Paul Fire and Marine Insurance Company**

**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **JORGE BRACAMONTE** of **ORLANDO** , **Florida** , their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**IN WITNESS WHEREOF**, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, **2021**.



State of Connecticut

City of Hartford ss.

By:   
 Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, **2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

**IN WITNESS WHEREOF**, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, **2026**



  
 Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this \_\_\_\_\_ day of \_\_\_\_\_



  
 Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.**  
**Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**

**PART VIII**

**ADDENDA**

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

<b><u>Addendum Number</u></b>	<b><u>Title</u></b>	<b><u>Date</u></b>
1.	<b>Addenda No.: 1</b>	<b>06/03/2022</b>
2.	<b>Addenda No.: 2</b>	<b>06/06/2022</b>
3.	<b>Addenda No.: 3</b>	<b>06/10/2022</b>
4.	<b>Addenda No.: 4</b>	<b>06/15/2022</b>
5.	<b>Addenda No.: 5</b>	<b>06/21/2022</b>

**ADDENDA**





MAYOR LINDA GORTON



**LEXINGTON**

TODD SLATIN  
DIRECTOR  
CENTRAL PURCHASING

**ADDENDUM #1**

**Bid Number: #56-2022**

**Date: June 3, 2022**

**Subject: Town Branch Concrete Repair**

**Address inquiries to:  
Brian Marcum  
brianm@lexingtonky.gov  
(859) 258-3325**

**TO ALL PROSPECTIVE SUBMITTERS:**

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

**Item#14 has been added to the bid form schedule of values.**

**Revised plan sheet.**

**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.**

**CROM, LLC**

**COMPANY NAME: \_\_\_\_\_**

**ADDRESS: 250 S.W. 36TH TERRACE, GAINESVILLE, FL 32607**

**SIGNATURE OF BIDDER: R Blum T**



**4. BID SCHEDULE – SCHEDULE OF VALUES**

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

All pricing must be submitted correctly in Ion Wave to reflect the correct total of your bid. Contractors are responsible for correctly submitting pricing in Ion Wave. If items are entered incorrectly, the bid will be rejected. Please pay close attention to how the units are specified and enter the unit amounts. Ion Wave will calculate the totals and the total bid amount.

The LFUCG’s decision on the bid amount is final. The contract, if awarded, will be on the basis of materials and equipment specified in the specifications without consideration of possible substitute or “or equal” items.

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. 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.

<b>BID ITEM NO.</b>	<b>UNIT DESCRIPTION</b>	<b>UNIT</b>	<b>APPROX QTY.</b>	<b>UNIT PRICE WITH WRITTEN DESCRIPTION</b>	<b>TOTAL</b>
1	Mobilization/demobilization (setup, staging, project bonds, fabrication of temporary bulkheads, installation of temporary bulkheads, etc.)	LS	1	SUBMIT IN ION WAVE ONLY	ION WAVE WILL CALCULATE
2	Completion of specified surface preparation on tank and channel walls and overhead surfaces including all reinforcement preparation and other incidentals	SF	6,340	SUBMIT IN ION WAVE ONLY	ION WAVE WILL CALCULATE
3	Application of repair mortar including preparation work and incidentals	SF	6,340	SUBMIT IN ION WAVE ONLY	ION WAVE WILL CALCULATE
4	Application of resurfacing epoxy including preparation work and incidentals	SF	6,340	SUBMIT IN ION WAVE ONLY	ION WAVE WILL CALCULATE
5	Application of liner coat including preparation work and incidentals	SF	6,340	SUBMIT IN ION WAVE ONLY	ION WAVE WILL CALCULATE
6	Application of glaze coat including preparation work and incidentals	SF	6,340	SUBMIT IN ION WAVE ONLY	ION WAVE WILL CALCULATE
7	Crack repair - cracks showing signs of movement	LF	200	SUBMIT IN ION WAVE ONLY	ION WAVE WILL CALCULATE

8	Crack repair - leaking cracks	LF	400	SUBMIT IN ION WAVE ONLY	ION WAVE WILL CALCULATE
9	Reinforcement replacement - #5 bars or smaller	LF	2,600	SUBMIT IN ION WAVE ONLY	ION WAVE WILL CALCULATE
10	Reinforcement replacement - #6 bars or larger	LF	1,100	SUBMIT IN ION WAVE ONLY	ION WAVE WILL CALCULATE
11	Grout repair at abandoned pipe	EA	5	SUBMIT IN ION WAVE ONLY	ION WAVE WILL CALCULATE
12	Grout repair at embedded frames	EA	10	SUBMIT IN ION WAVE ONLY	ION WAVE WILL CALCULATE
13	Parshall flume demo and re-installation	EA	2	SUBMIT IN ION WAVE ONLY	ION WAVE WILL CALCULATE
14	Remove and reinstall piping through channel (Addendum 1)	EA	2	SUBMIT IN IONWAVE ONLY	IONWAVE WILL CALCULATE
Project Total =					ION WAVE WILL CALCULATE

TOTAL OF ALL BID PRICES FOR **Town Branch WWTP Concrete Channel Repairs** (Items 1 through 14) in words and figures. In case of discrepancy, the amount shown in words will govern.

\_\_\_\_\_ (\$ \_\_\_\_\_).

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:

\_\_\_\_\_

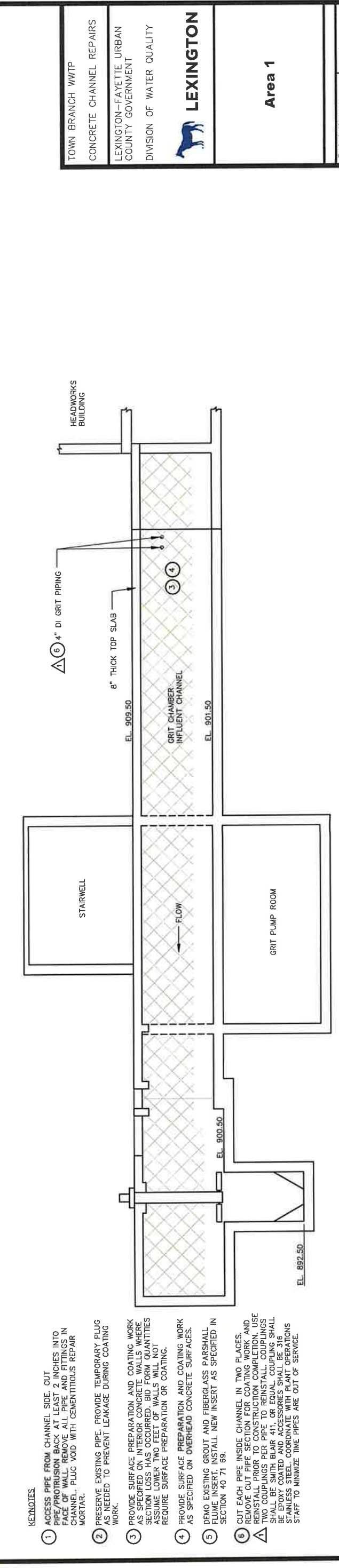
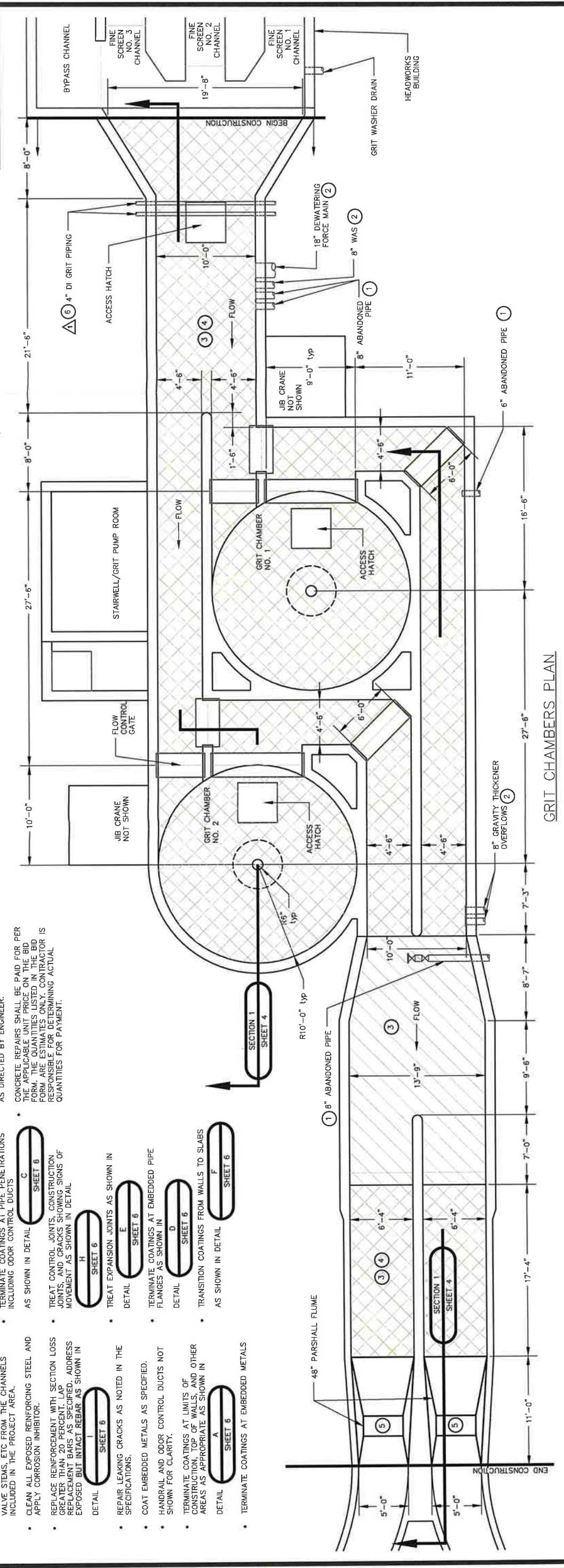
\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ (Seal if Bid is by Corporation)

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

No.	Revision/Issue	Date
A	ADDENDUM NO. 1	6/22



- GENERAL NOTES**
- REMOVE ABANDONED GATES, EQUIPMENT, AND STEEL STUDS FROM THE CHANNELS INCLUDED IN THE PROJECT AREA.
  - CLEAN ALL EXPOSED REINFORCING STEEL AND APPLY CORROSION INHIBITOR.
  - REPLACE REINFORCEMENT WITH SECTION LOSS GREATER THAN 20 PERCENT. LAP REPLACEMENT BARS AS SPECIFIED. ADDRESS EXPOSED BUT INTACT REBAR AS SHOWN IN DETAIL SHEET 6
  - REPAIR LEAKING CRACKS AS NOTED IN THE SPECIFICATIONS.
  - COAT EMBEDDED METALS AS SPECIFIED.
  - HANDRAIL AND ODOOR CONTROL DUCTS NOT SHOWN FOR CLARITY.
  - TERMINATE COATINGS AT LIMITS OF CONSTRUCTION, TOP OF WALLS, AND OTHER AREAS AS APPROPRIATE AS SHOWN IN DETAIL SHEET 6
  - TERMINATE COATINGS AT EMBEDDED METALS
- AS SHOWN IN DETAIL**
- B SHEET 6** TERMINATE COATINGS AT PIPE PENETRATIONS INCLUDING ODOOR CONTROL DUCTS
  - C SHEET 6** AS SHOWN IN DETAIL
  - H SHEET 6** TREAT CONTROL JOINTS, CONSTRUCTION JOINTS, AND CRACKS SHOWING SIGNS OF MOVEMENT AS SHOWN IN DETAIL
  - E SHEET 6** TREAT EXPANSION JOINTS AS SHOWN IN DETAIL
  - D SHEET 6** TERMINATE COATINGS AT EMBEDDED PIPE FLANGES AS SHOWN IN DETAIL
  - F SHEET 6** TRANSITION COATINGS FROM WALLS TO SLABS AS SHOWN IN DETAIL
- USE DETAIL SHEET 6**
- CONCRETE REPAIRS SHALL BE PAID FOR PER THE APPLICABLE UNIT PRICE ON THE BID FORM. THE QUANTITIES LISTED IN THE BID FORM ARE ESTIMATES ONLY. CONTRACTOR IS RESPONSIBLE FOR DETERMINING ACTUAL QUANTITIES FOR PAYMENT.

**GRIT CHAMBERS PLAN**

- KEYNOTES**
- ACCESS PIPE FROM CHANNEL SIDE. CUT PIPE/PROTRUSION BACK AT LEAST 2 INCHES INTO FACE OF WALL. REMOVE ALL PIPE AND FITTINGS IN CHANNEL. PLUG VOID WITH CEMENTITIOUS REPAIR MORTAR.
  - PRESERVE EXISTING PIPE. PROVIDE TEMPORARY PLUG AS NEEDED TO PREVENT LEAKAGE DURING COATING WORK.
  - PROVIDE SURFACE PREPARATION AND COATING WORK AS SPECIFIED ON INTERIOR CONCRETE SURFACES WHERE SECTION LOSS HAS OCCURRED. WALL QUANTITIES REQUIRE SURFACE PREPARATION OR COATING.
  - PROVIDE SURFACE PREPARATION AND COATING WORK AS SPECIFIED ON OVERHEAD CONCRETE SURFACES.
  - DEMO EXISTING GROUT AND FIBERGLASS PARSHALL FLUME INSERT. INSTALL NEW INSERT AS SPECIFIED IN SECTION 40 71 69.
  - CUT EACH PIPE INSIDE CHANNEL IN TWO PLACES. REINSTALL PRIOR TO COATING WORK AND REINSTATE WITH CONSTRUCTION COMPOUNDS. TWO COUPLINGS PER 48 IN. COUPLINGS SHALL BE EPOXY COATED AND ACCESSORIES SHALL BE 316 STAINLESS STEEL COORDINATE WITH PLANT OPERATIONS STAFF TO MINIMIZE TIME PIPES ARE OUT OF SERVICE.

TOWN BRANCH WWTP  
CONCRETE CHANNEL REPAIRS  
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT  
DIVISION OF WATER QUALITY

**Area 1**

Project Manager: ELE  
Date: 05/2022  
Sheet: **4** (Revised Add No. 1)

**SECTION 1 SHEET 4 GRIT CHAMBERS**

MAYOR LINDA GORTON



**LEXINGTON**

TODD SLATIN  
DIRECTOR  
CENTRAL PURCHASING

**ADDENDUM #2**

Bid Number: **#56-2022**

Date: June 6, 2022

Subject: Town Branch Concrete Repair

Address inquiries to:  
Brian Marcum  
[brianm@lexingtonky.gov](mailto:brianm@lexingtonky.gov)  
(859) 258-3325

**TO ALL PROSPECTIVE SUBMITTERS:**

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

**Item#14 has been added to the Ion Wave line items tab.**

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: CROM, LLC

ADDRESS: 250 S.W. 36TH TERRACE, GAINESVILLE, FL 32607

SIGNATURE OF BIDDER: R BLM TWJ



MAYOR LINDA GORTON



**LEXINGTON**

TODD SLATIN  
DIRECTOR  
CENTRAL PURCHASING

**ADDENDUM #3**

**Bid Number: #56-2022**

**Date: June 10, 2022**

**Subject: Town Branch Concrete Repair**

**Address inquiries to:**  
**Brian Marcum**  
**[brianm@lexingtonky.gov](mailto:brianm@lexingtonky.gov)**  
**(859) 258-3325**

**TO ALL PROSPECTIVE SUBMITTERS:**

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

1. On page IB-2 in PART II, Information for Bidders, 1. RECEIPT AND OPENING OF BIDS, change the last sentence of the first paragraph to the following:  
  
"No Bidder may withdraw a Bid within sixty (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."
2. On page AB-2 in PART I, Advertisement for Bids, 1. INVITATION, change the second sentence of the first paragraph to the following:  
  
"All forms and Contract Documents filled out and attached with Bid submission may be viewed and downloaded via Ion Wave."
3. On page AB-3 in PART I, Advertisement for Bids, 3. OBTAINING PLANS, SPECIFICATIONS, AND BID DOCUMENTS, change the first paragraph to the following:  
  
"Plans, Specifications, and Contract Documents shall be obtained electronically via Ion Wave. Bids must be submitted through LFUCG's Ion Wave."
4. Typical flow rates during dry weather through the headworks and grit chambers areas are 30 million gallons per day or less. It is the intent of the Contract Documents to use temporary bulkheads to isolate half of the flow area at a time rather than use bypass pumping.





MAYOR LINDA GORTON



**LEXINGTON**

TODD SLATIN  
DIRECTOR  
CENTRAL PURCHASING

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: CROM, LLC

ADDRESS: 250 S.W. 36TH TERRACE, GAINESVILLE, FL 32607

SIGNATURE OF BIDDER: *R Blud RN*



MAYOR LINDA GORTON



LEXINGTON

TODD SLATIN  
DIRECTOR  
CENTRAL PURCHASING

**ADDENDUM #4**

Bid Number: **#56-2022**

Date: June 15, 2022

Subject: Town Branch Concrete Repair

Address inquiries to:  
Brian Marcum  
[brianm@lexingtonky.gov](mailto:brianm@lexingtonky.gov)  
(859) 258-3325

**TO ALL PROSPECTIVE SUBMITTERS:**

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

1. In the bid form schedule of values, line item no. 3 has been modified and line item no. 4 has been added.
2. Photos of the project area taken in 2020 are provided.
3. The bid closing is changed to June 22, 2022, at 2:00 P.M.

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: CROM, LLC

ADDRESS: 250 S.W. 36TH TERRACE, GAINESVILLE, FL 32607

SIGNATURE OF BIDDER: R Blum TWA



**4. BID SCHEDULE – SCHEDULE OF VALUES**

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

All pricing must be submitted correctly in Ion Wave to reflect the correct total of your bid. Contractors are responsible for correctly submitting pricing in Ion Wave. If items are entered incorrectly, the bid will be rejected. Please pay close attention to how the units are specified and enter the unit amounts. Ion Wave will calculate the totals and the total bid amount.

The LFUCG’s decision on the bid amount is final. The contract, if awarded, will be on the basis of materials and equipment specified in the specifications without consideration of possible substitute or “or equal” items.

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. 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.

<b>BID ITEM NO.</b>	<b>UNIT DESCRIPTION</b>	<b>UNIT</b>	<b>APPROX QTY.</b>	<b>UNIT PRICE WITH WRITTEN DESCRIPTION</b>	<b>TOTAL</b>
1	Mobilization/demobilization (setup, staging, project bonds, fabrication of temporary bulkheads, installation of temporary bulkheads, etc.)	LS	1	SUBMIT IN ION WAVE ONLY	ION WAVE WILL CALCULATE
2	Completion of specified surface preparation on tank and channel walls and overhead surfaces including all reinforcement preparation and other incidentals	SF	6,340	SUBMIT IN ION WAVE ONLY	ION WAVE WILL CALCULATE
3	Application of repair mortar including preparation work and incidentals – repair depth up to 2 inches	SF	1,585	SUBMIT IN ION WAVE ONLY	ION WAVE WILL CALCULATE
4	Application of repair mortar including preparation work and incidentals – repair depth 2 – 4 inches	SF	4,755	SUBMIT IN ION WAVE ONLY	ION WAVE WILL CALCULATE
5	Application of resurfacing epoxy including preparation work and incidentals	SF	6,340	SUBMIT IN ION WAVE ONLY	ION WAVE WILL CALCULATE
6	Application of liner coat including preparation work and incidentals	SF	6,340	SUBMIT IN ION WAVE ONLY	ION WAVE WILL CALCULATE
7	Application of glaze coat including preparation work and incidentals	SF	6,340	SUBMIT IN ION WAVE ONLY	ION WAVE WILL CALCULATE

8	Crack repair - cracks showing signs of movement	LF	200	SUBMIT IN ION WAVE ONLY	ION WAVE WILL CALCULATE
9	Crack repair - leaking cracks	LF	400	SUBMIT IN ION WAVE ONLY	ION WAVE WILL CALCULATE
10	Reinforcement replacement - #5 bars or smaller	LF	2,600	SUBMIT IN ION WAVE ONLY	ION WAVE WILL CALCULATE
11	Reinforcement replacement - #6 bars or larger	LF	1,100	SUBMIT IN ION WAVE ONLY	ION WAVE WILL CALCULATE
12	Grout repair at abandoned pipe	EA	5	SUBMIT IN ION WAVE ONLY	ION WAVE WILL CALCULATE
13	Grout repair at embedded frames	EA	10	SUBMIT IN ION WAVE ONLY	ION WAVE WILL CALCULATE
14	Parshall flume demo and re-installation	EA	2	SUBMIT IN ION WAVE ONLY	ION WAVE WILL CALCULATE
15	Remove and reinstall piping through channel (Addendum 1)	EA	2	SUBMIT IN IONWAVE ONLY	IONWAVE WILL CALCULATE
Project Total =					ION WAVE WILL CALCULATE

TOTAL OF ALL BID PRICES FOR **Town Branch WWTP Concrete Channel Repairs** (Items 1 through 15) in words and figures. In case of discrepancy, the amount shown in words will govern.

\_\_\_\_\_ (\$ \_\_\_\_\_).

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:

\_\_\_\_\_

\_\_\_\_\_

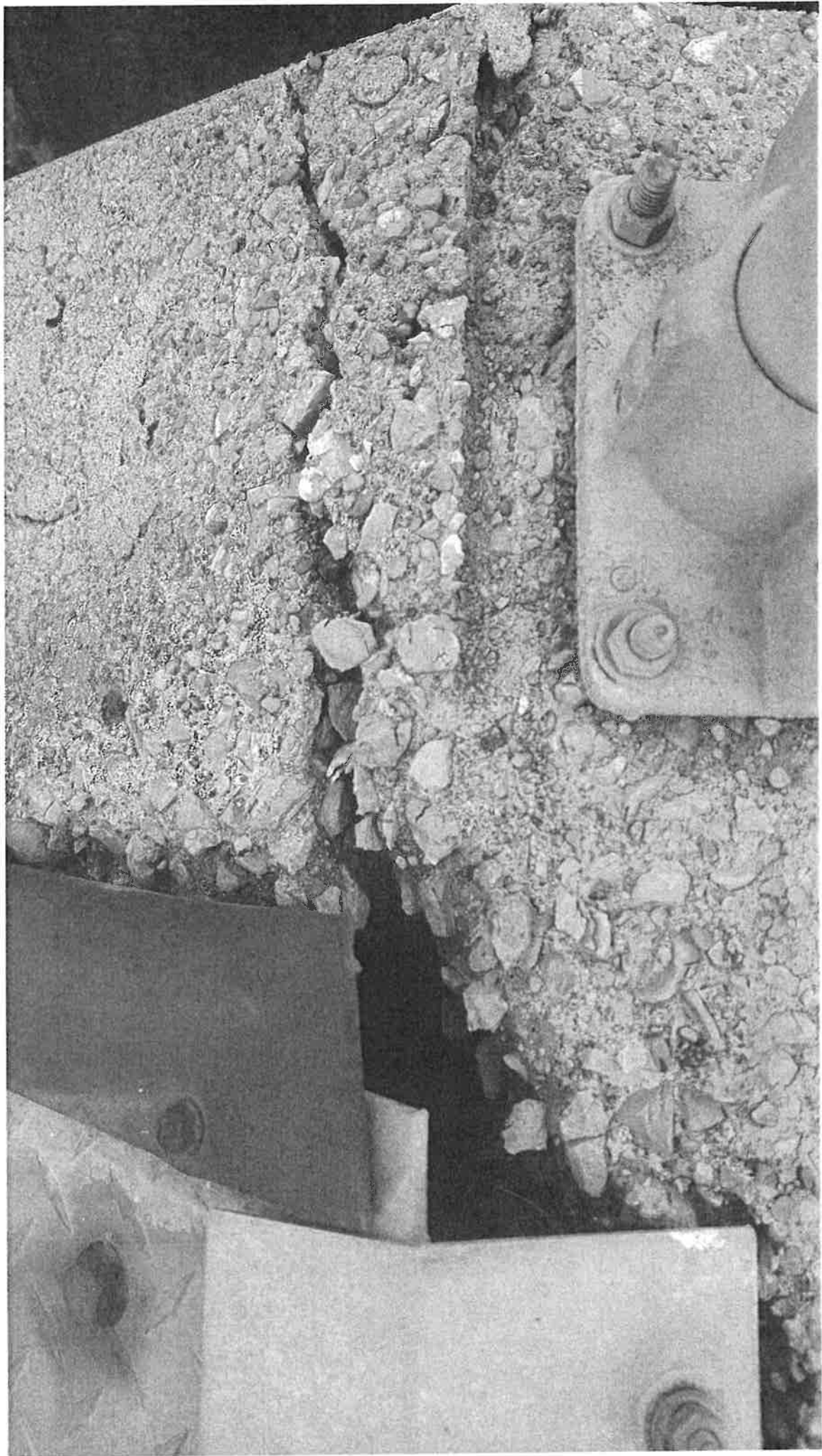
\_\_\_\_\_

\_\_\_\_\_

(Seal if Bid is by Corporation)

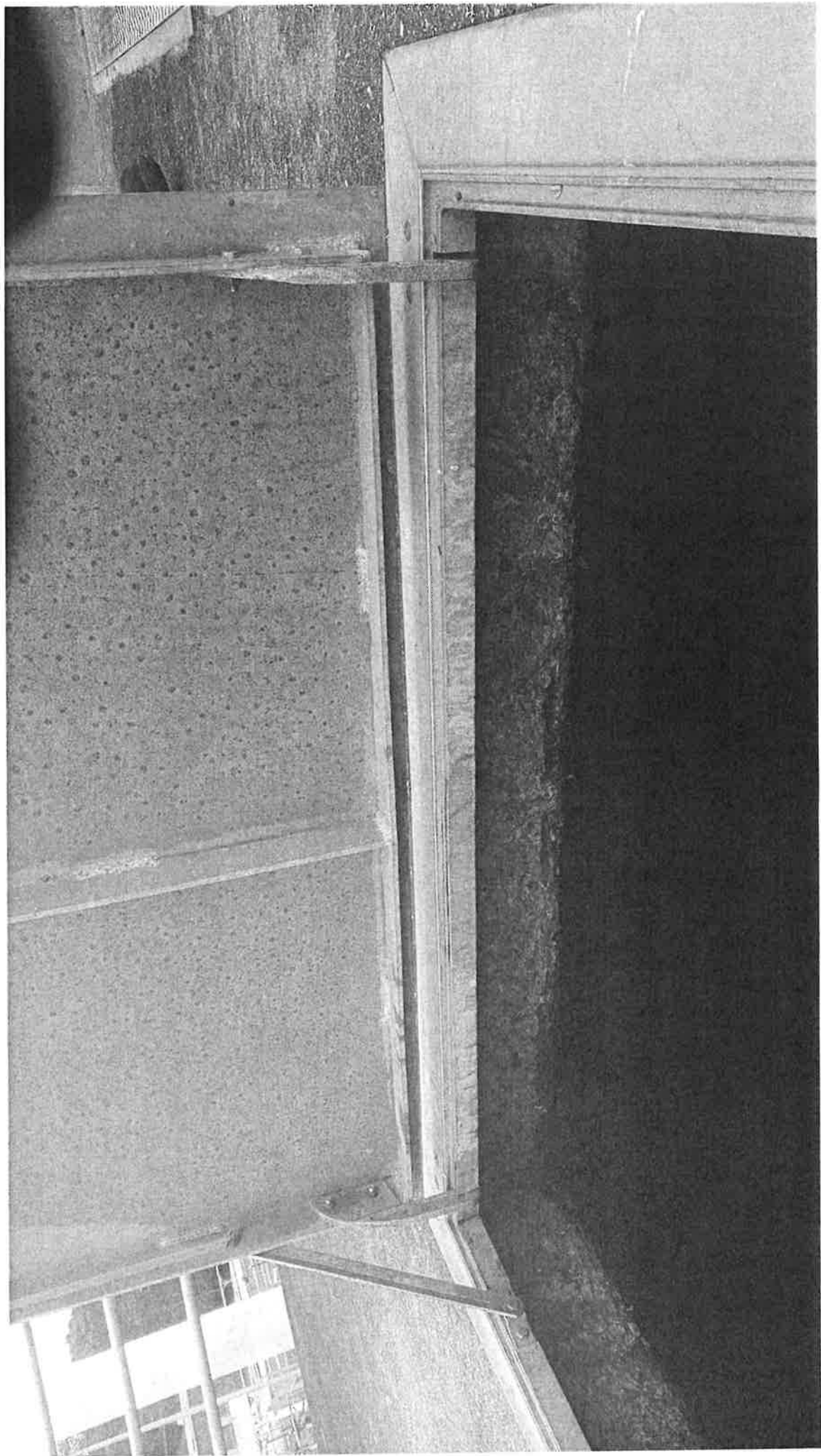
***By signing this form, you agree to ALL terms, conditions, and associated forms in this bid package***

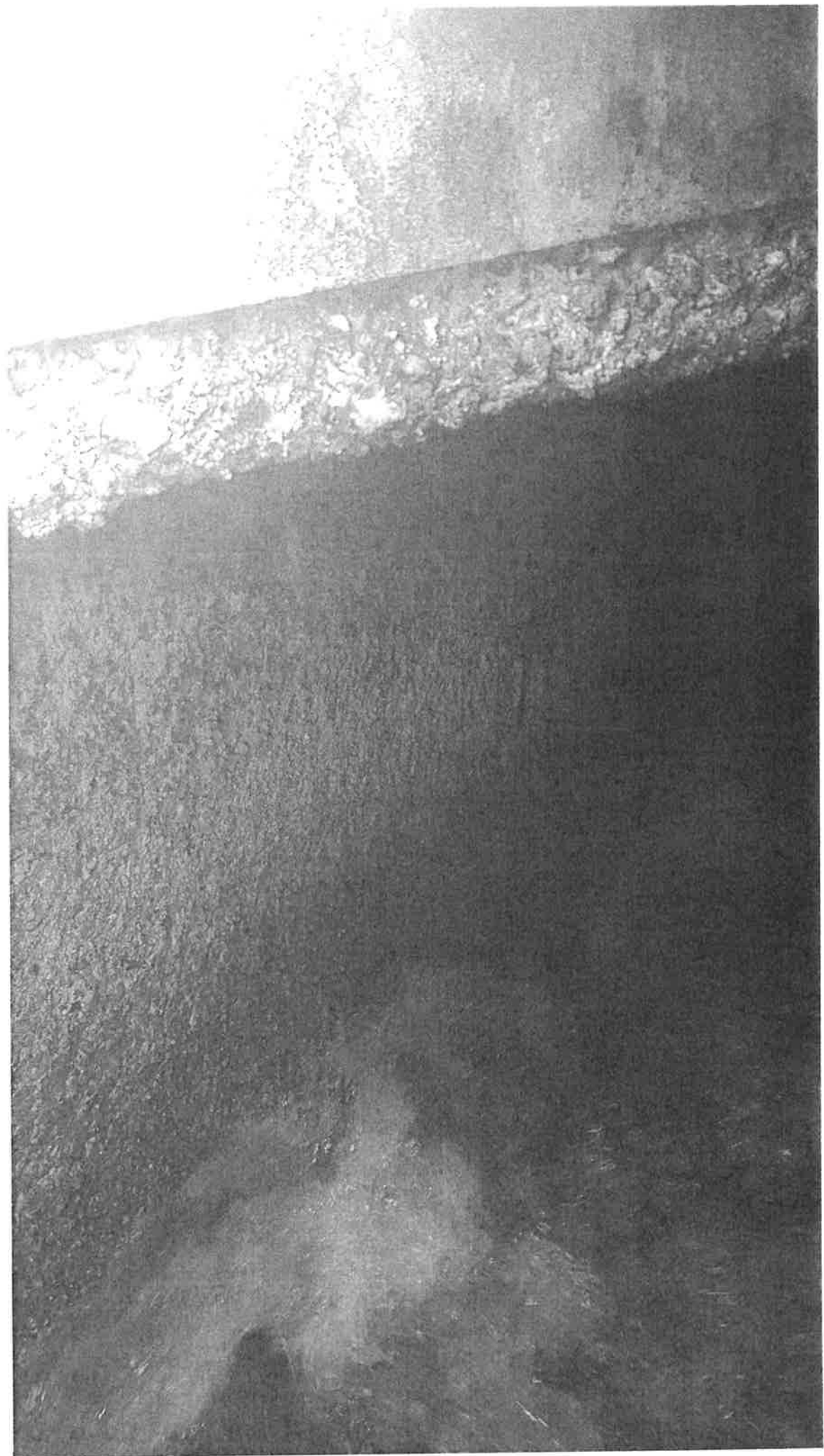


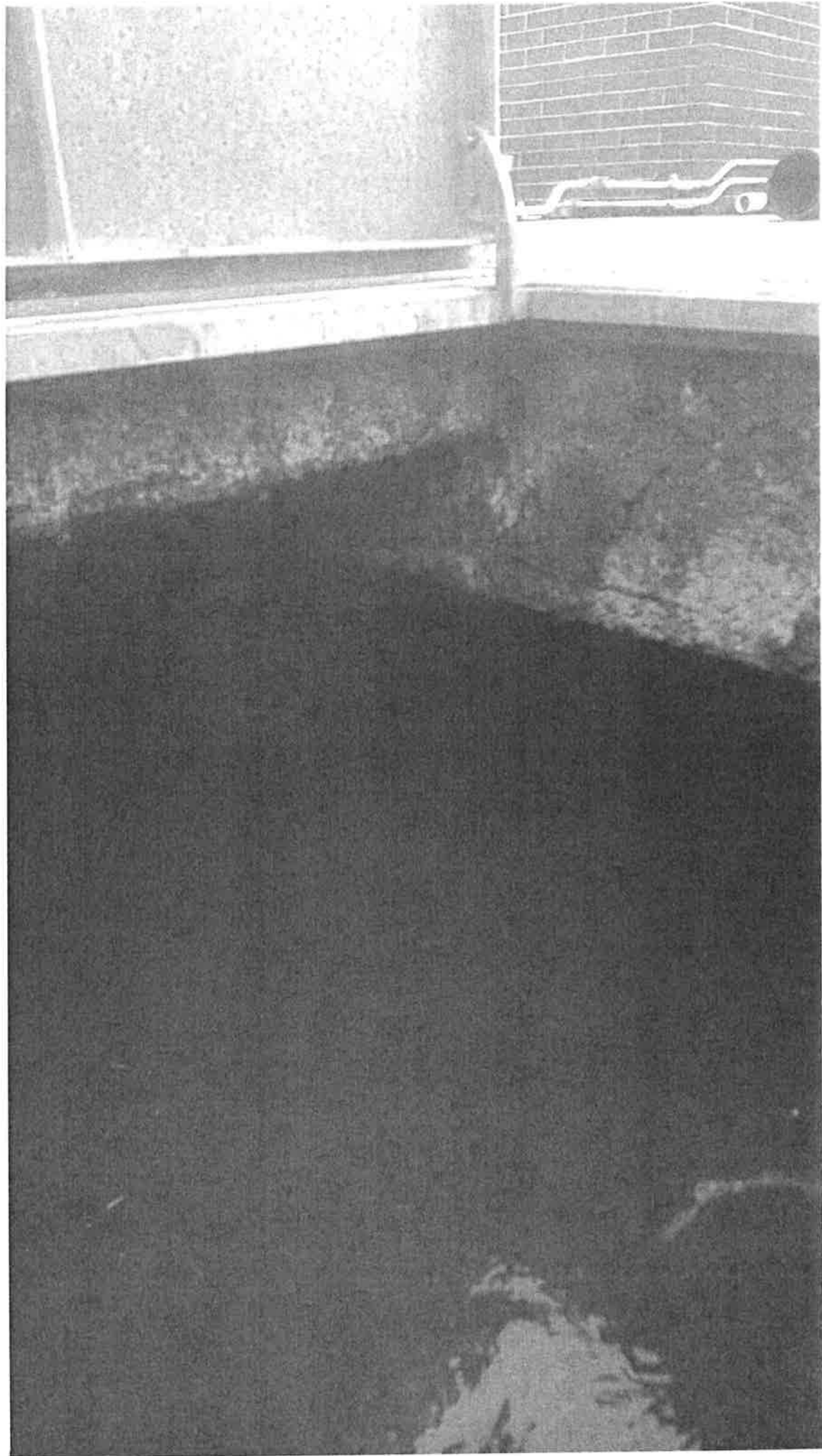


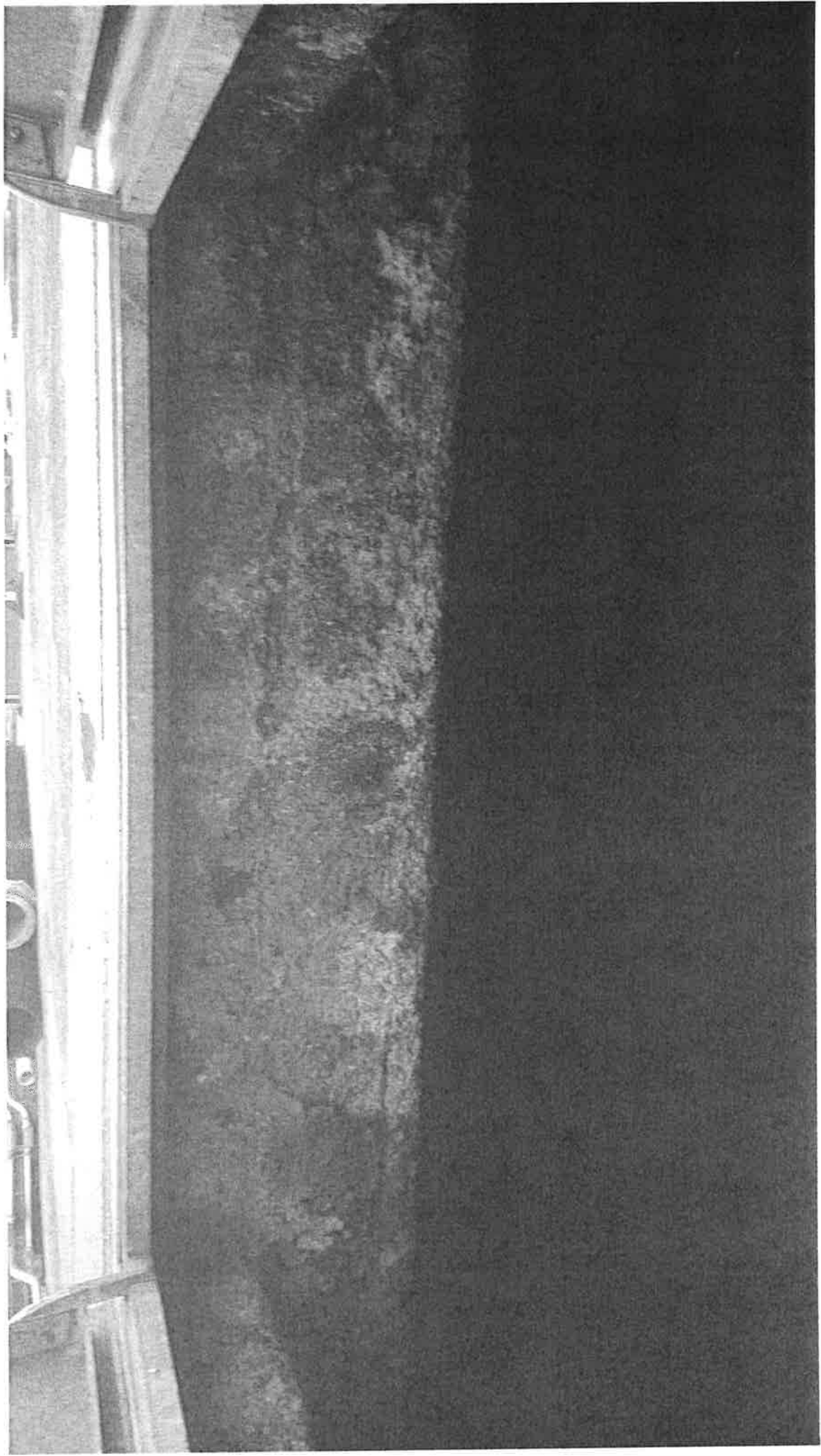


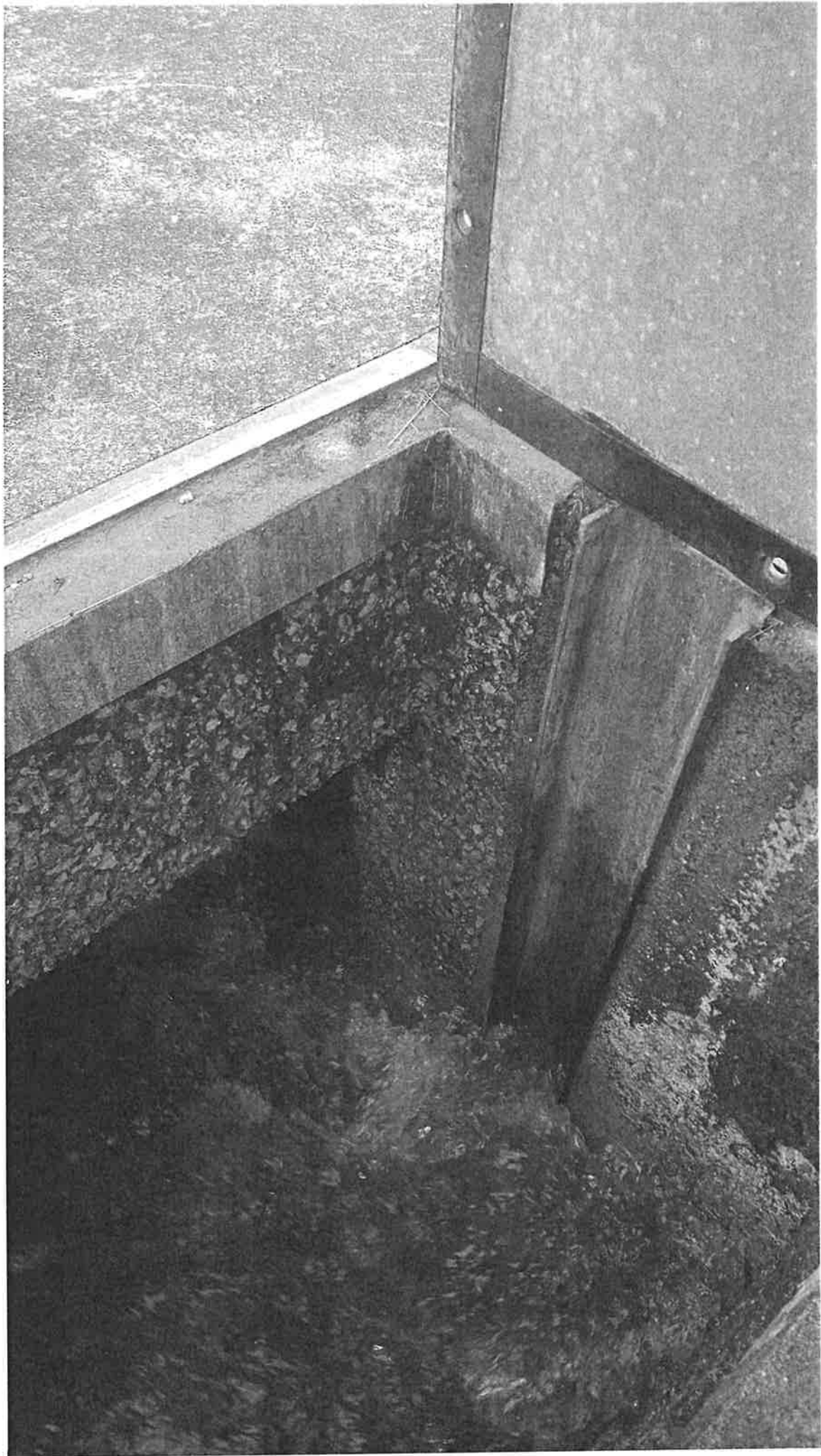


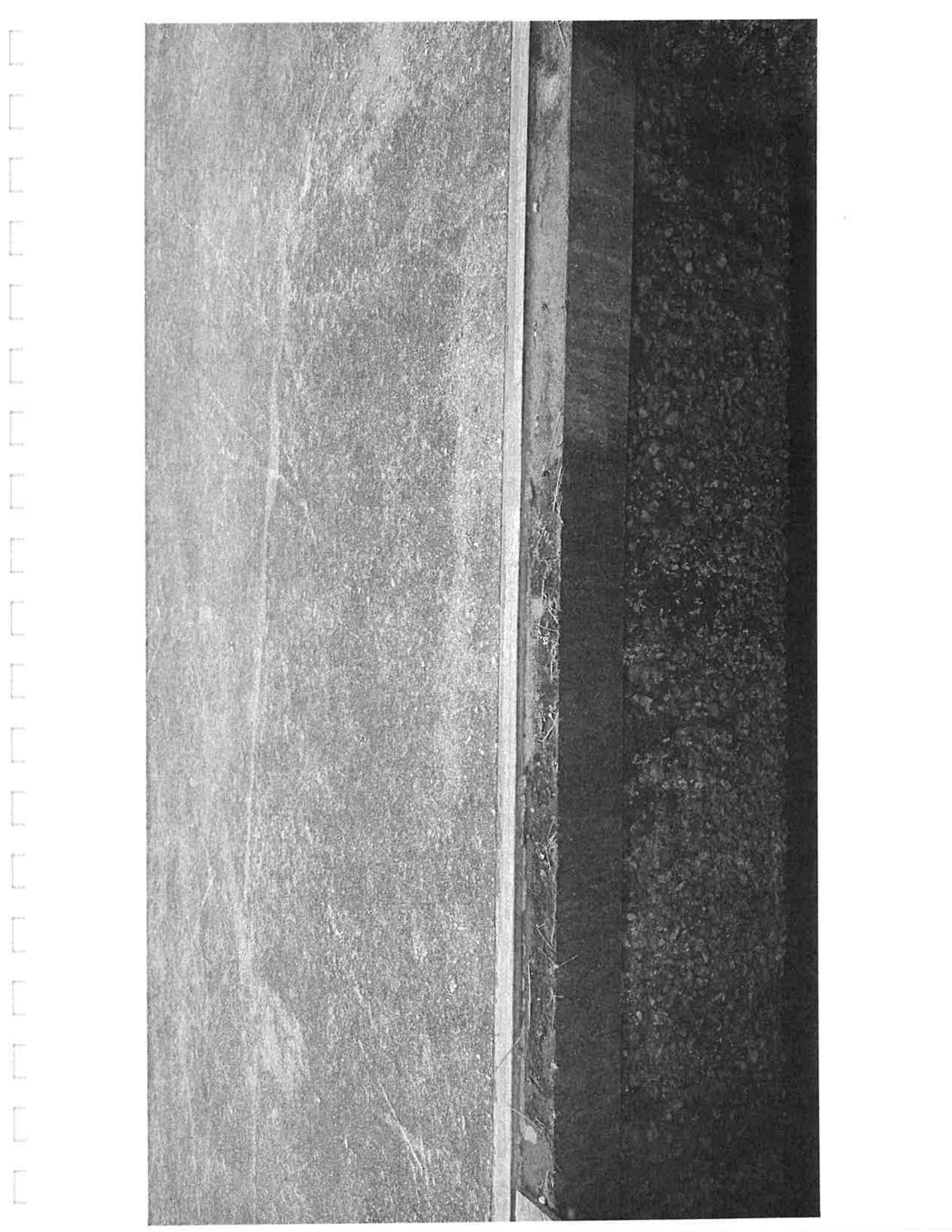


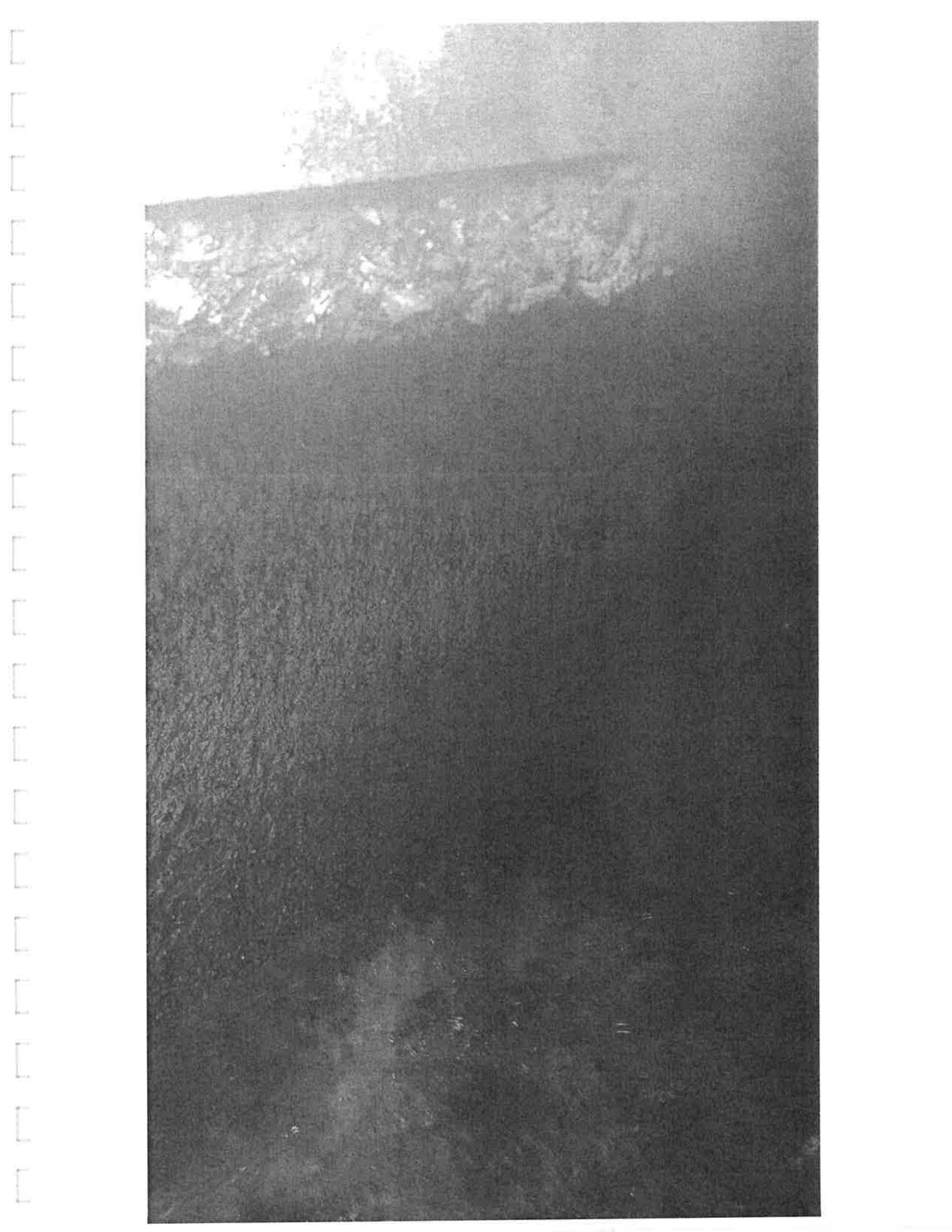


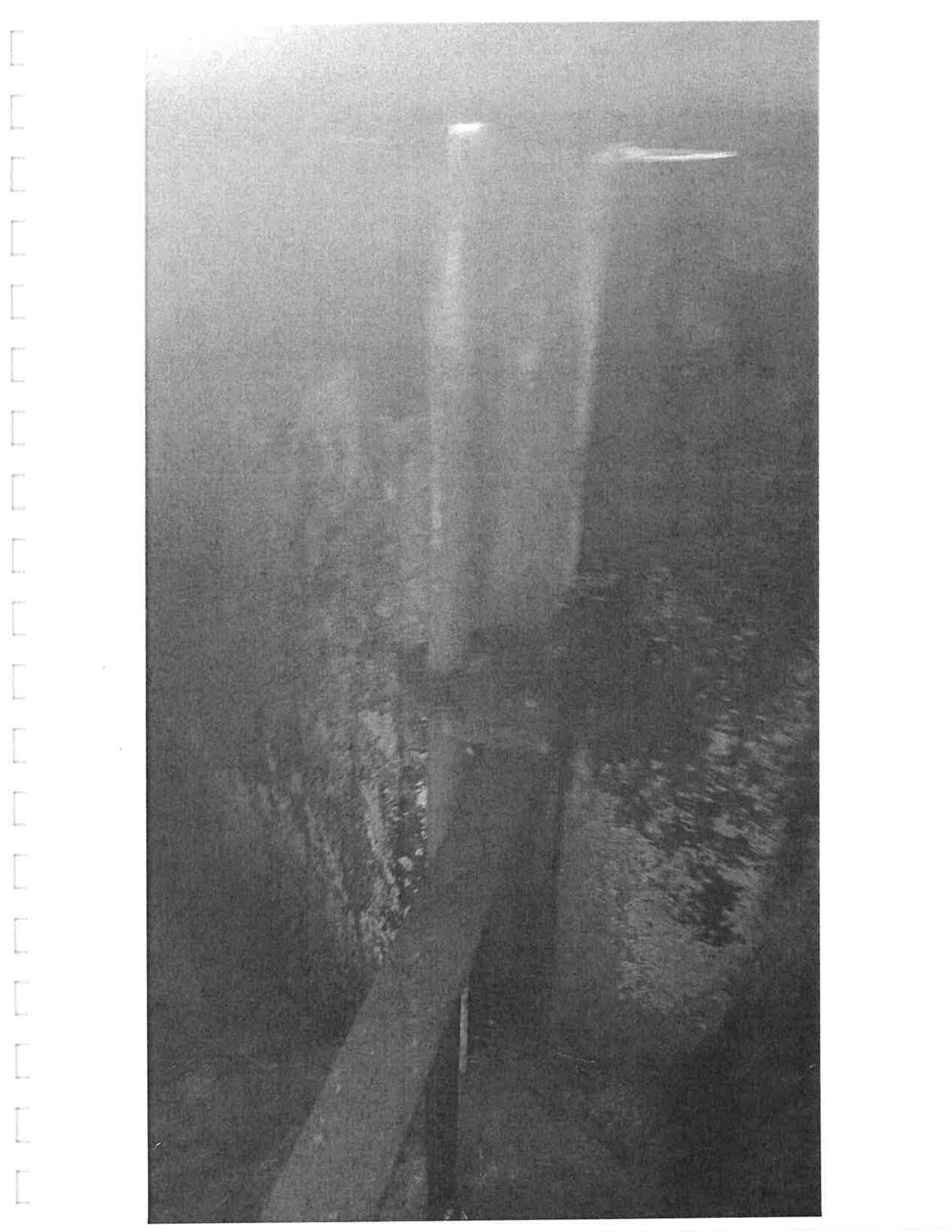




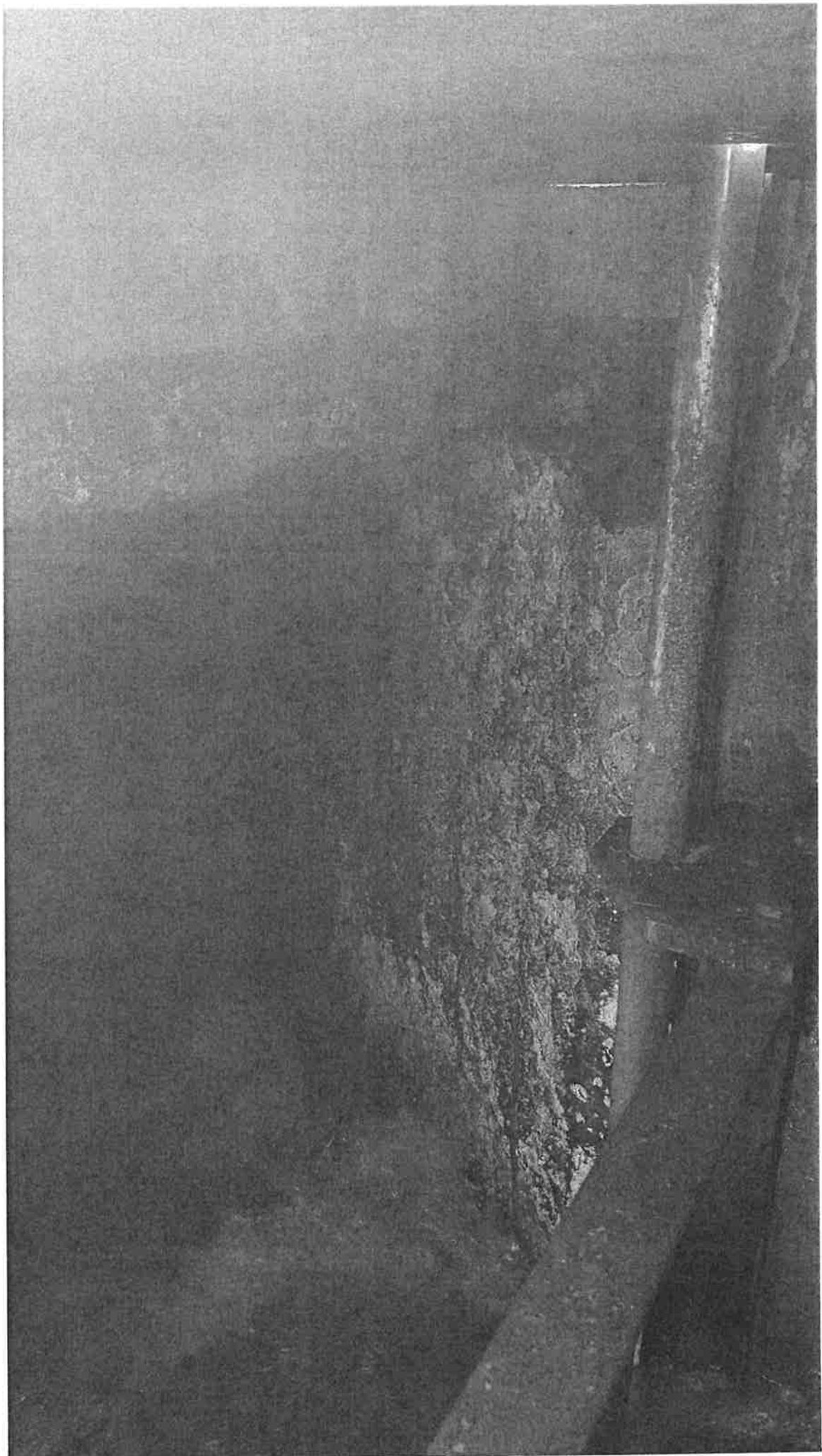


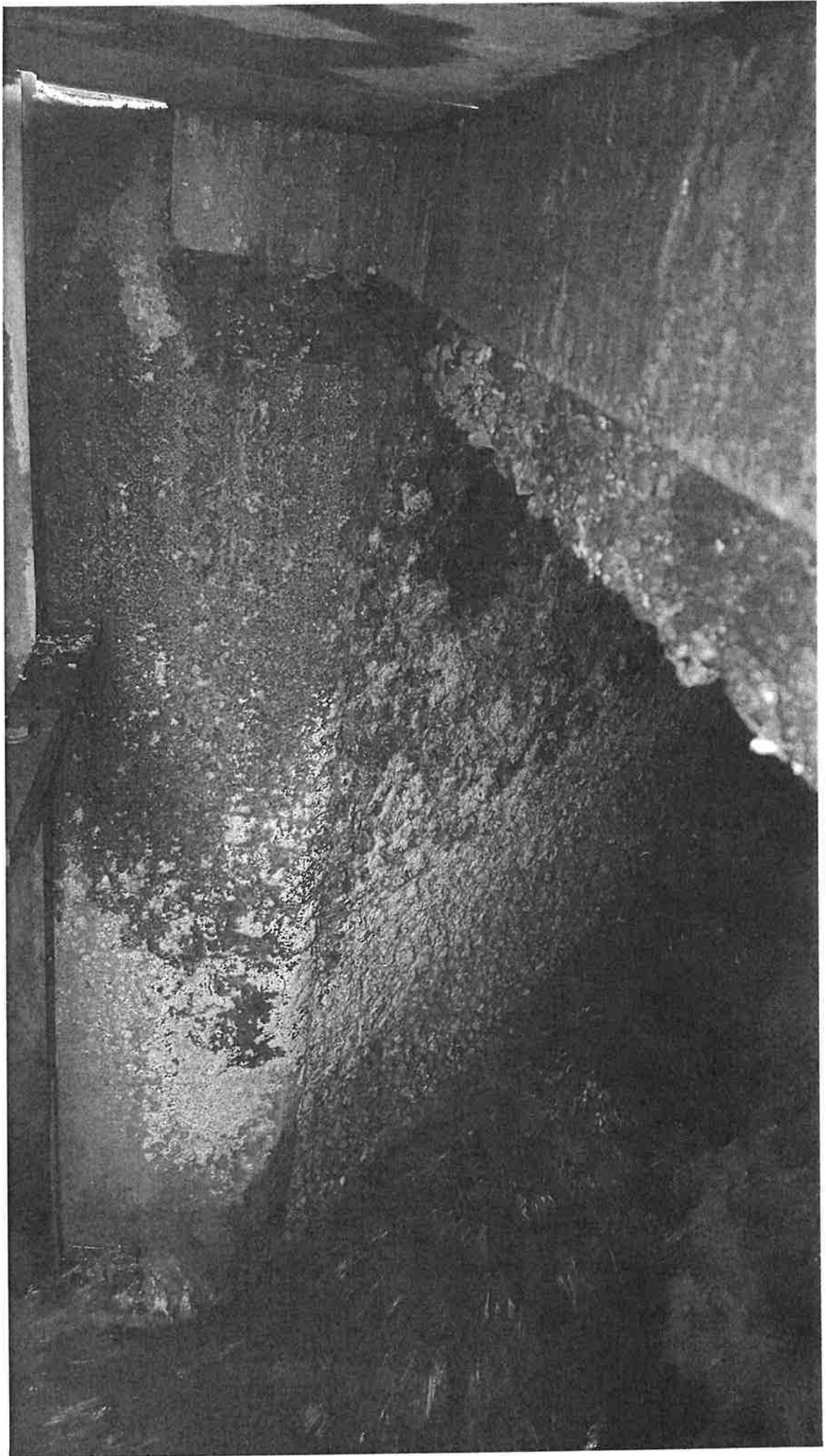




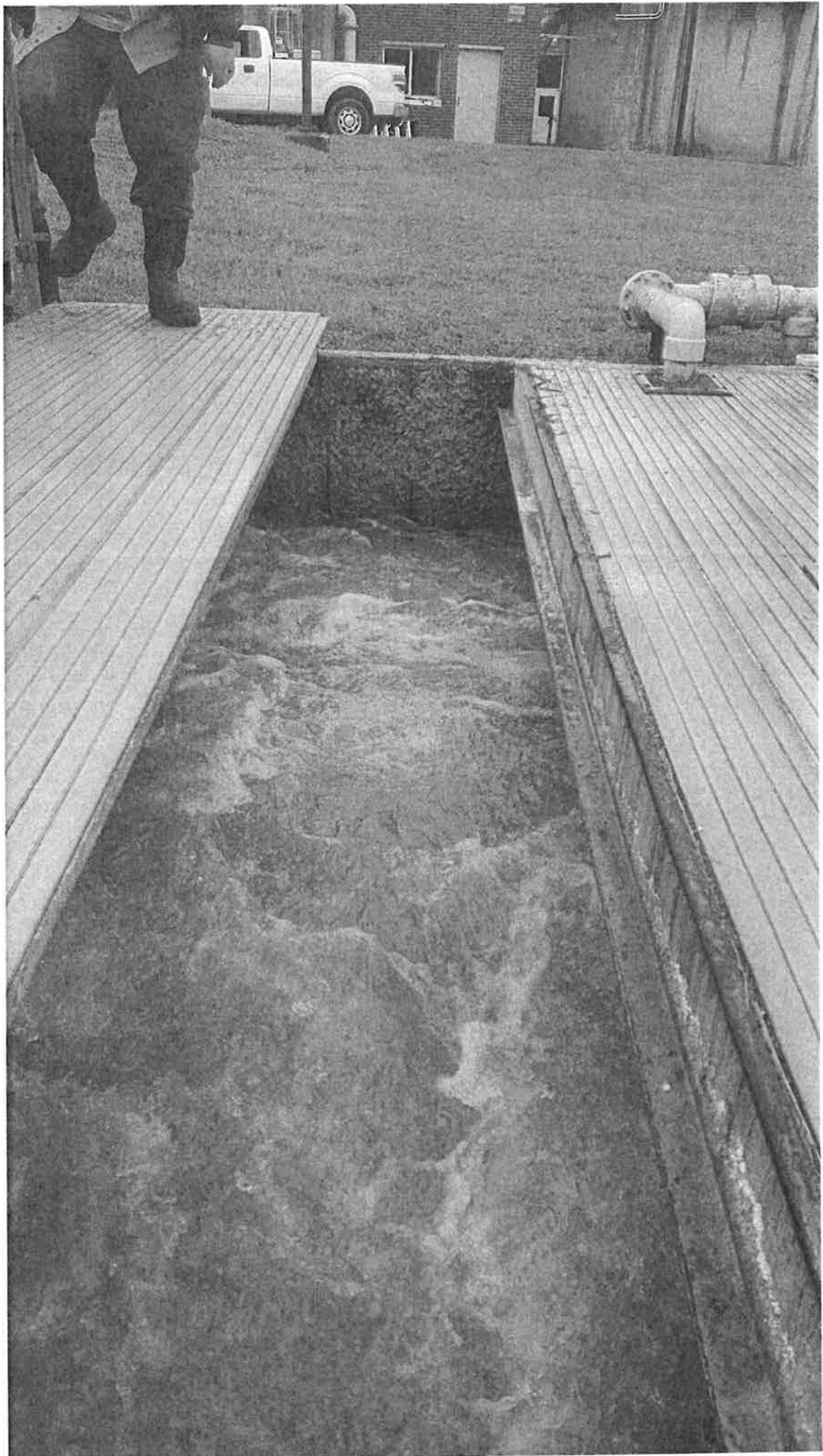




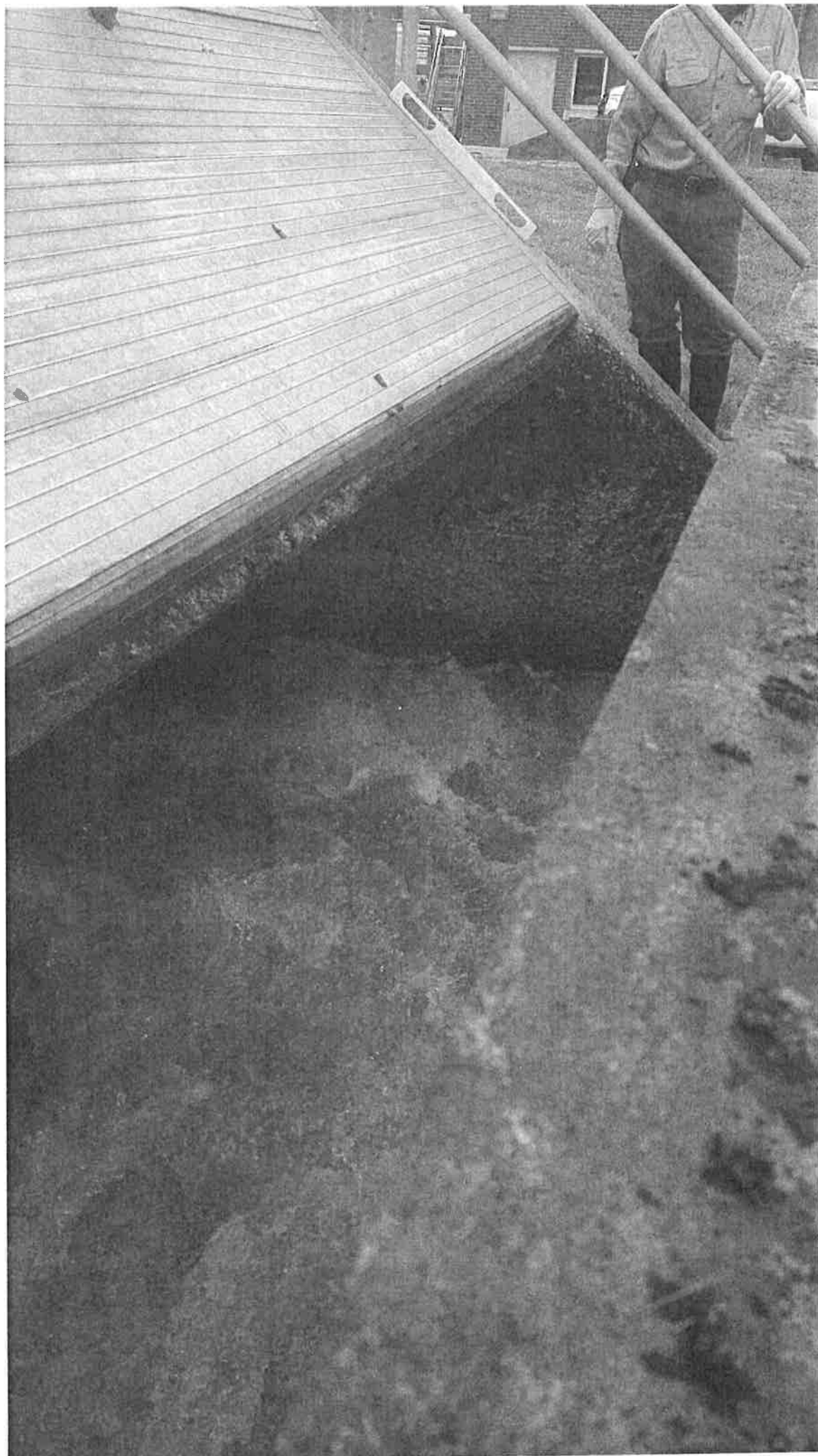


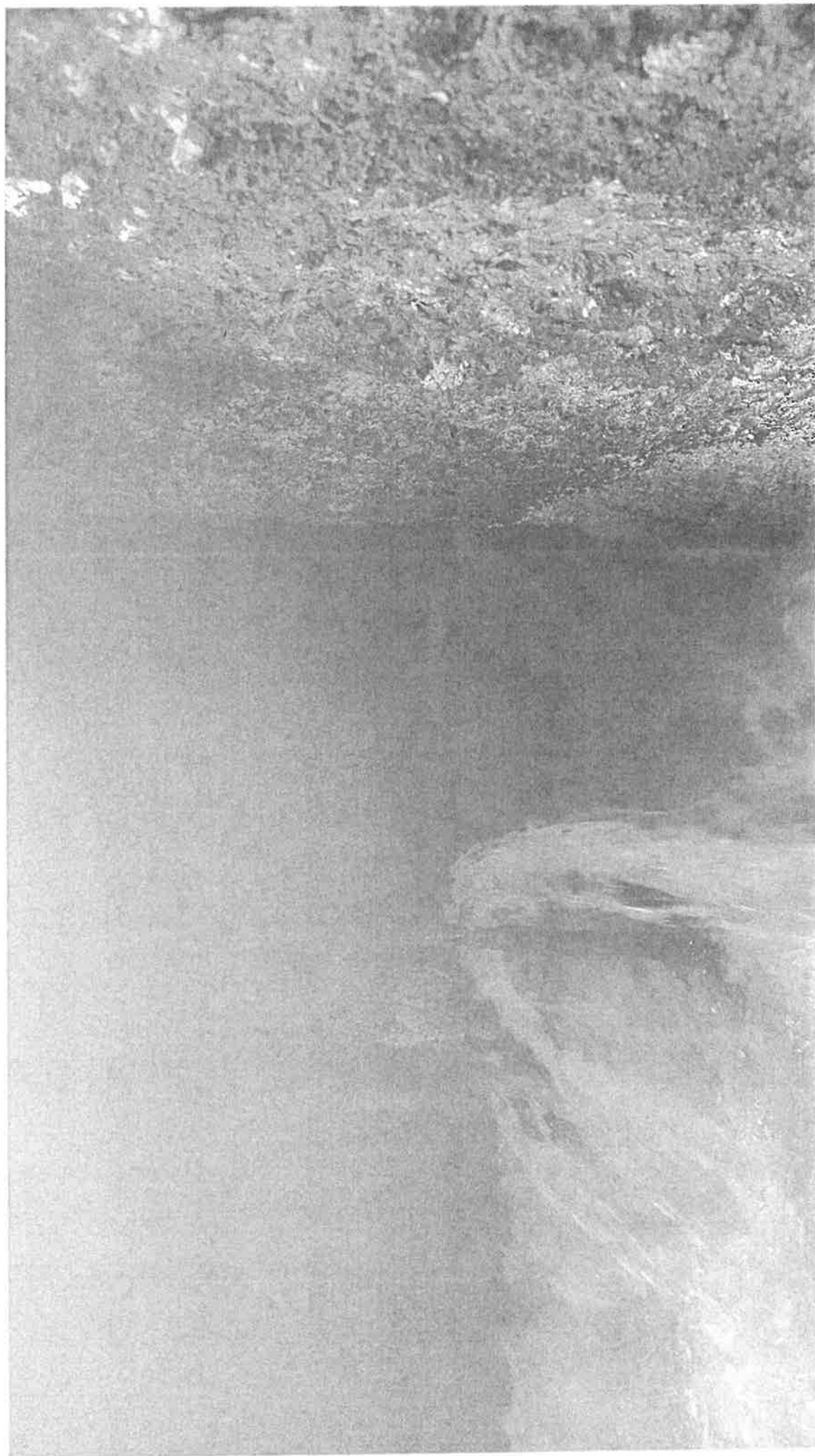


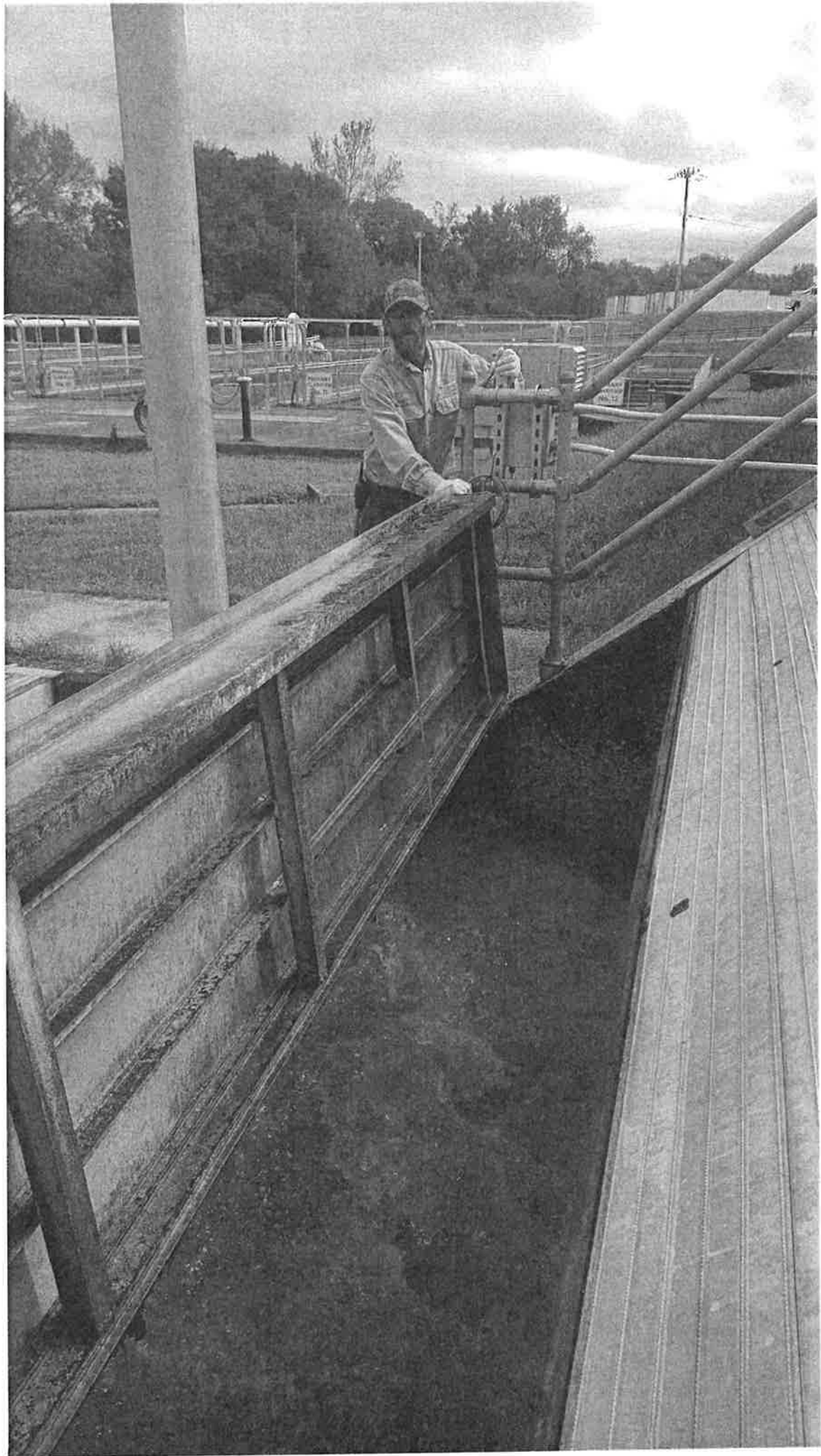














MAYOR LINDA GORTON



**LEXINGTON**

TODD SLATIN  
DIRECTOR  
CENTRAL PURCHASING

**ADDENDUM #5**

Bid Number: **#56-2022**

Date: June 21, 2022

Subject: Town Branch Concrete Repair

Address inquiries to:  
Brian Marcum  
[brianm@lexingtonky.gov](mailto:brianm@lexingtonky.gov)  
(859) 258-3325

**TO ALL PROSPECTIVE SUBMITTERS:**

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

1. The bid closing is changed to June 23, 2022, at 2:00 P.M.

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: CROM, LLC

ADDRESS: 250 S.W. 36TH TERRACE, GAINESVILLE, FL 32607

SIGNATURE OF BIDDER: R Bl R



**SPECIFICATIONS**

**PART IX**

**TECHNICAL SPECIFICATIONS**

## SECTION 01 11 00

### SUMMARY OF WORK

#### PART 1-GENERAL

##### 1.01 PROJECT SCOPE

- A. Contractor shall furnish all equipment, supervision, labor, skill, material, and all other items necessary to complete the Work as described within the Contract Documents. All work shall be completed within the terms and conditions of the Contract and shall be furnished complete and ready for use.

##### 1.02 CONTRACT DOCUMENTS

- A. Contractor shall examine all Specifications and Drawings for the Work to gain a complete understanding of the project and the type of construction and temporary measures that may be required.
- B. The Specifications and Drawings indicate the extent and general arrangement of the Work. If any departures from the Drawings are deemed necessary by the Contractor to accommodate the materials and equipment he proposes to furnish, details of such departures and reasons therefore shall be submitted as soon as practicable to the Engineer for approval. No such departures shall be made without the prior written approval of the Engineer. Approved changes shall be made without additional cost to the Owner for this Work.

##### 1.03 ADDITIONAL ENGINEERING SERVICES

- A. In the event that the Engineer is required to provide additional engineering services as a result of substitution of materials or equipment by the Contractor which are not "or equal", or changes by the Contractor in dimension, weight, power requirements, etc., of the equipment and accessories furnished, or if the Engineer is required to examine and evaluate any changes proposed by the Contractor for the convenience of the Contractor, then the Engineer's charges in connection with such additional services shall be charged to the Contractor by the Owner.
- B. In the event that the Engineer is required to provide additional engineering services as a result of Contractor's errors, omissions, or failure to conform to the requirements of the Contract Documents, or if the Engineer is required to examine and evaluate any changes proposed by the Contractor solely for the convenience of the Contractor, then the Engineer's charges in connection with such additional services shall be charged to the Contractor by the Owner.

##### 1.04 ADDITIONAL OWNER'S EXPENSES

- A. In the event the Work of this Contract is not completed within the time set forth in the Contract or within the time to which such completion may have been extended in accordance with the Contract Documents, the additional engineering or inspection charges incurred by

the Owner may be charged to the Contractor and deducted from the monies due him. Extra work or supplemental Contract work added to the original Contract, as well as extenuating circumstances beyond the control of the Contractor, will be given due consideration by the Owner before assessing engineering and inspection charges against the Contractor.

- B. Charges assessed to the Contractor for additional engineering and inspection costs will be determined based on actual hours charged to the job by the Engineer. Daily rates will depend on the number and classifications of employees involved, but in no case shall such charges exceed \$500 per day for field personnel based on an eight hour workday. Additional charges will apply if multiple personnel are needed or if engineering time is required as part of the work outside the contract times.
- C. Charges for additional Owner's expenses shall be in addition to any liquidated damages assessed in accordance with the Contract.

#### 1.05 CHEMICALS

- A. All chemicals used during project construction or furnished for project operation, whether herbicide, pesticide, disinfectant, or reactant of other classification, must show approval of either the EPA or USDA. Use of all such chemicals and disposal of residues shall be in strict conformance with all applicable rules and regulations.

#### 1.06 LIMITS OF WORK AREA

- A. The Contractor shall confine his operations within the limits of construction shown on the Drawings. Storage of equipment and materials, or erection and use of sheds outside of the limits of construction, if such areas are the property of the Owner, shall be used only with the Owner's approval. Such storage or temporary structures, even within the limits of construction, shall not be placed on properties designated as easements or rights-of-way unless specifically permitted elsewhere in the Contract Documents.
- B. The Contractor shall secure, insure, maintain, rent/lease, and restore staging area.

#### 1.07 WEATHER CONDITIONS

- A. No work shall be done when the weather is unsuitable. The Contractor shall take necessary precautions (in the event of impending storms) to protect all work, materials, and equipment from damage or deterioration due to floods, driving rain, wind, and snow storms. The Owner reserves the right, through the opinion of the Engineer, to order that additional protection measures over and beyond those proposed by the Contractor, be taken to safeguard all components of the Work. The Contractor shall not claim any compensation for such precautionary measures so ordered, nor claim any compensation from the Owner for damage to the work from weather elements.

#### 1.08 PERIODIC CLEANUP AND SITE RESTORATION

- A. During construction, the Contractor shall regularly remove all accumulated debris and surplus materials resulting from his operations at the site. Unused equipment and tools shall be stored at the Contractor's staging area. Restoration shall be performed periodically after accumulated debris and surplus materials are removed.

- B. Upon failure of the Contractor to perform periodic cleanup and basic restoration of the site to the Engineer's satisfaction, the Owner may, upon five (5) days prior written notice to the Contractor, without prejudice to any other rights or remedies of the Owner, cause such work for which the Contractor is responsible to be accomplished to the extent deemed necessary by the Engineer, and all costs resulting therefrom shall be charged to the Contractor and deducted from the amounts of money that may be due him.

## 1.09 CONSTRUCTION REQUIREMENTS

### A. General Information and Requirements

1. Wastewater treatment at the Town Branch WWTP consists of screening, grit removal, primary clarification, activated sludge aeration, final clarification, disinfection with chlorine, dechlorination with sulfur dioxide, and post-aeration of the final effluent. Primary and waste activated sludge are comingled in the primary clarifiers, cothickened in the gravity thickeners, stabilized in the anaerobic digesters, dewatered via centrifuges, and landfilled.
2. Wastewater treatment during construction must be continuous unless short term flow diversion to the wet weather storage tank is scheduled in advance with the WWTP staff. The treatment efficiency during construction must be equal to that achieved prior to the start of construction.
3. It shall be the responsibility of the Contractor to not in any way impair the normal treatment or operating efficiency of the facilities, regardless of the work underway. No bypassing of raw or partially treated wastewater to the receiving stream shall occur at any time as a result of construction. In general, this requires that temporary facilities be provided prior to removing existing units from service for modification or repair. The Contractor shall provide all temporary piping, bypass pumping, bulkheads, and temporary construction required to complete the Work.
4. Operation of existing treatment facilities will be the responsibility of the Owner. The Contractor shall cooperate with the Owner's staff at all times. A minimum of 48 hours prior to making any modifications to existing facilities, the Contractor shall notify the Owner in writing. At the time of notification, the Contractor shall submit a schedule for completion of the Work, including a description of measures that will be taken to minimize the impact to existing facilities.
5. Except as specified, the Owner will drain existing tanks to the level of the lowest existing drain line. Subsequent cleaning or further draining and/or pumping shall be provided by the Contractor. If there exists sludge, grit, or other residue, it shall be the responsibility of the Contractor to remove and dispose of this material. The Contractor shall provide notice three working days prior to beginning work in an area to enable the Owner to prepare.
6. Access: The Contractor shall maintain roadways open at all times to meet Owner's requirements, including access for sludge hauling vehicles and chemical deliveries. All city-owned roadways around the WWTP shall be cleaned of construction site materials, soil, and debris as necessary.

### B. Construction Sequence

1. The following construction sequence is provided as a general guideline for the

information and benefit of the Contractor. This construction sequence is not intended to dictate means, method of construction, or direct construction activities. This construction sequence is both general and conceptual and is intended to delineate minimum recommended outages, shutdowns, and operating units to be maintained in service. The general construction sequence is projected to allow the Work to be completed while maintaining treatment at the WWTP except as required to install and remove temporary bulkheads. It is not intended to be all inclusive and does not list all work elements or details that are required to complete the Work. The Contractor shall be responsible for implementing any additional details required at no additional cost to the Owner.

2. The Contractor may propose an alternate sequence or modifications to this sequence. The Owner will review the proposed modifications and determine feasibility. Any modifications to this general construction sequence shall be proposed in writing and approved by the Owner prior to implementation.
3. Construction Sequence:
  - a. Coating work shall be performed during low flow times as much as possible.
  - b. The Contractor shall be responsible for the design and construction of temporary bulkheads to facilitate continuous operation of the wastewater treatment plant while coating work is ongoing. Short term flow diversion to the upstream wet weather storage tank is possible to allow for installation of the temporary bulkheads. Flow diversion of forward flow and connecting drains and pipes shall be coordinated with the Owner. Locations where temporary bulkheads are anticipated to be required are shown on the flow management plans in the Drawings. The Contractor shall note the access limitations and hatch dimensions (where applicable) affecting the design and installation of the temporary bulkheads.
  - c. At least two fine screens shall be maintained in service unless otherwise coordinated with the Owner. If two fine screens cannot be maintained, the bypass channel shall be available for use if Owner determines it is required.
  - d. Once an area is removed from service, Contractor shall dewater and clean the channels and surfaces. It shall be the responsibility of the Contractor to remove and dispose of all grit and debris in the channels and areas requiring work. Once the areas are clean, Contractor shall perform surface preparation work. Prior to the application of any coatings, Contractor shall alert Owner of any structural defects that cannot be addressed in accordance with the details provided and allow for inspection of all surfaces by Engineer or Engineer's representative.
  - e. The Parshall flumes shall be replaced prior to beginning adjacent coating work.
  - f. Once all surface preparation and structural repairs are completed, coating work shall proceed as specified. Contractor shall note minimum cure and recoat or topcoat times specified by the product manufacturers and proceed as quickly as the products allow. Following are the general cure and/or recoat times required for the products specified:
    - a. Tnemec Series 217 MortarCrete time to topcoat – 12 hours at 70°F
    - b. Tnemec Series 218 MortarClad time to topcoat – 15 hours at 75°F
    - c. Tnemec Series 434 Perma-Shield H<sub>2</sub>S time to topcoat – 8 hours at 75°F
    - d. Tnemec Series G435 Perma-Glaze time to place in service – 2 days at 75°F
  - g. Once coating work is complete, cured, and tested, the facilities can be returned to service. Contractor shall coordinate with Owner to divert flow to the wet weather storage tank to allow for removal of temporary bulkheads and repair of any associated coating damage.

- h. Contractor shall submit for approval a process interruption request to Owner 48 hours prior to any construction activity that will interfere with normal operations.

PART 2-PRODUCT

(NOT USED)

PART 3-EXECUTION

(NOT USED)

END OF SECTION



## SECTION 03 20 00

### CONCRETE REINFORCEMENT

#### PART 1-GENERAL

##### 1.01 SUMMARY

- A. The work described in this section includes providing complete, in-place, steel reinforcement as shown on the Drawings and specified herein.
- B. Related Sections:
  - 1. Division 1-General Requirements
  - 2. 09 96 00-Coating Systems for Rehabilitation of Wastewater Structures

##### 1.02 REFERENCES

- A. All work specified herein shall meet or exceed the applicable requirements of the listed reference documents. The most current issue of all reference documents available at the time of bid shall apply. Applicable standards are not necessarily limited to those listed.
  - 1. Kentucky Building Code
  - 1. CRSI-Manual of Standard Practice
  - 2. ACI 315-Manual of Standard Practice for Detailing Reinforced Concrete Structures
  - 3. ACI 318-Building Code Requirements for Reinforced Concrete
  - 4. ASTM A1064-Standard Specifications for Carbon-Steel Wire and Welded Wire Reinforcement, Plain and Deformed, for Concrete
  - 5. ASTM A615-Standard Specification for Deformed and Plain Billet-Steel Bars for Concrete Reinforcement

##### 1.03 SUBMITTALS

- A. Submit Shop Drawings in accordance with ACI 315. Shop Drawings shall include bar lists and placing drawings with reinforcing supports shown. The number, size, length, bending, and arrangement of all reinforcing shall be detailed in the submittal.

##### 1.04 DELIVERY AND STORAGE

- A. Reinforcing shall be delivered to the job site bundled, tagged, and marked according to reinforcing markings shown on the Drawings.
- B. Reinforcing steel shall be stored at the job site elevated off the ground and protected from damage and accumulation of dirt and excessive rust.

## PART 2--PRODUCTS

### 2.01 MATERIALS

- A. Reinforcing bars shall comply with ASTM A615. Reinforcing bars required to be welded shall be ASTM A706 low alloy.
- B. Welded wire fabric shall comply with ASTM A1064. Fabric shall be provided in flat sheets.
- C. Coiled reinforcing shall not be used.
- D. The following applies to all reinforcement accessories such as bolsters, chairs, spacers, mechanical splices and couplers, and other devices for spacing, supporting, and fastening reinforcing in place:
  - 1. Wire bar-type supports shall be plastic protected and comply with CRSI recommendations.
  - 2. Legs of supports in contact with forms shall have either hot-dipped galvanized or plastic protected legs.
  - 3. Precast concrete blocks may only be used to support or position the bottom mat of reinforcement when the concrete will be placed on the ground. The precast blocks must be of an equal or higher strength than the concrete being placed and be of the proper height to provide specified reinforcing cover. The use of face bricks, hollow concrete blocks, rocks, wood blocks, or other unacceptable objects will not be permitted.
  - 4. Mechanical splices and couplers shall be capable of developing at least 125% of the yield strength of the reinforcing bar and only be used with Engineer's approval.

### 2.02 ANCHORING TO EXISTING CONCRETE

- A. Provide reinforcing bars or threaded rods into existing concrete where shown on the Drawings. Contractor shall drill holes into existing concrete, inject adhesive, and insert the reinforcing bar.
- B. Acceptable adhesive anchor systems are Redhead C6+ by ITW, HIT HY 200 by Hilti, Inc., Set-XP by Simpson Strong-Tie Anchor Systems, Pure 110+ by Dewalt, or approved equal.
- C. Adhesive shall be used according to the manufacturer's instructions.
- D. All adhesive anchors shall be installed by personnel who are certified as Adhesive Anchor Installers in accordance with the ACI-CRSI Anchor Installation Certification Program.

## PART 3--EXECUTION

### 3.01 FABRICATION

- A. Reinforcing steel shall be fabricated according to the dimensions shown in the Drawings and approved Shop Drawings. No fabrication shall commence until Shop Drawings are approved.
- B. All reinforcing steel shall be shop fabricated unless approved to be bent in the field. Reinforcing steel shall not be straightened or bent unless specifically shown on the Drawings.

### 3.02 INSPECTION

- A. Contractor shall give Engineer advance notice of his intentions to place concrete. Contractor shall allow Engineer adequate time to inspect all reinforcement before concrete is placed.

### 3.03 INSTALLATION

- A. All reinforcement shall be placed in accordance with Contract Drawings and Shop Drawings stamped and approved by ENGINEER. Coordinate with other trades for installation of embedded items as required.
- B. Contractor shall adhere to the specified standards for reinforcing details and placement methods.
- C. Reinforcing steel shall be cleaned to remove loose rust and foreign material prior to placement of concrete.
- D. Reinforcing steel shall be supported and secured against displacement. Placement shall be according to the following requirements:
  - 1. Support reinforcing by metal chairs, runners, bolsters, spacers, and hangers as needed.
    - a. Strength and number of supports shall be sufficient to carry reinforcement.
    - b. Do not place reinforcing bars more than 2 inches beyond the last leg of any continuousbar support.
    - c. Do not use supports as bases for runways for concrete-conveying equipment and similar construction loads.
  - 2. Annealed iron wire tires or suitable clips shall be used at bar intersections to prevent movement. Tie wires shall not protrude into specified coverage areas. If bar spacing is less than 1 foot in each direction, alternating intersections shall be secured. Otherwise, all intersections shall be secured. Welding at intersections is not permitted.
  - 3. The following cover protection shall be provided, unless otherwise shown on the Drawings:
    - a. Three inches of cover where the concrete is placed directly against ground.
    - b. Two inches of cover where the concrete is placed in forms but is to be exposed to weather, liquid, or the ground.
    - c. One-inch cover in slabs and walls not exposed to weather, liquid, or the ground.
    - d. One and one-half-inch cover in beams, girders, and columns not exposed to weather, liquid, or the ground. This cover applies to beam stirrups and column ties where applicable.
  - 4. Reinforcing bars may be moved within one inch as necessary to avoid interference with other bars or embedded items except as specified in ACI 318 for depth from compression face to tension reinforcing:
    - a. Reinforcement shall be positioned within  $\pm 3/8$ -inch for members with depth to tension reinforcing from compression face less than or equal to 8 inches.
    - b. Tolerance shall be  $\pm 1/2$  inch for members with depth to tension reinforcing from compression face greater than 8 inches.
  - 5. If reinforcing must be cut because of openings or embedded items in the concrete,

additional reinforcing shall be provided as specified by the Engineer.

6. Carrier bars, if used, shall be provided by CONTRACTOR at no additional cost to OWNER.
- E. Welded Wire Fabric:
1. Lap adjoining pieces at least one full mesh. Tie laps with No. 14 tie wire every 2 feet along the lap.
  2. Fabric shall be supported with bar supports.
- F. Splices:
1. Splice reinforcement by lapping ends, placing bars in contact, and tying with wire.
  2. Provide Class B lap splices in accordance with ACI 318.
  3. Mechanical splices and threaded dowel bar inserts may be used where approved by ENGINEER.
- G. Where reinforcing is not detailed in the Drawings, provide the following minimum reinforcement:
1. No. 4 at 8-inch centers each way in members 10 inches or less in thickness.
  2. No. 5 at 12-inch centers each way in each face in members greater than 10 inches thick.
- H. Where corroded reinforcement requires replacement, No. 4 hooked dowels shall be adhesive doweled into the existing concrete surface to hold the new bars in place. Dowels shall have a minimum 4-inch embedment depth at 18 inch spacing along the length of replacement bars.

### 3.04 CORROSION INHIBITOR

- A. Corrosion inhibitor shall be applied to existing reinforcing steel that is exposed due to concrete degradation or surface preparation. Reinforcing bars shall be cleaned and coated with a corrosion inhibitor such as Tnemec Series 1 Omnithane (applied at 2.5 to 3.5 dry mils), N69 H.B. Epoxoline II (applied at 3.0 to 5.0 dry mils), or equal. Cleaning and coating shall be performed according to the manufacturer's instructions.

END OF SECTION

## SECTION 09 96 00

### COATING SYSTEMS FOR REHABILITATION OF WASTEWATER STRUCTURES

#### PART 1—GENERAL

##### 1.01 SUMMARY

- A. The work described in this section includes furnishing materials, labor, and equipment for resurfacing and coating of wastewater structures. Surface preparation and application of cementitious repair mortar and resinous (epoxy) resurfacing coating materials shall be performed according to the workmanship, material, and quality requirements specified herein.
- B. The term “coating(s)” as used in these documents shall mean all materials applied for the purposes of concrete rehabilitation and protection.
- C. Related Sections:
  - 1. Division 1—General Requirements
  - 2. Section 03 20 00—Concrete Reinforcement

##### 1.02 REFERENCES

- A. This specification contains references to the documents listed below. They are a part of this section as specified and modified. In case of conflict between the requirements of this section and those of the listed documents, the more stringent of the requirements shall prevail.

Unless otherwise specified, the most current issue of all reference documents available at the time of bid shall apply.

- 1. ANSI/ASC 29.4—Exhaust Systems Abrasive Blasting Operations – Ventilation and Safe Practice
- 2. ASTM D 16—Terminology Relating to Paint, Varnish, Lacquer, and Related Products
- 3. ASTM C 33—Standard Specification for Concrete Aggregates
- 4. ASTM C 920—Specification for Elastomeric Joint Sealants
- 5. ASTM C 1260-21—Standard Test Method for Potential Alkali Reactivity of Aggregates (Mortar-Bar Method)
- 6. ASTM C 1583—Standard Test Method for Tensile Strength of Concrete Surfaces and the Bond Strength or Tensile Strength of Concrete Repair and Overlay Materials by Direct Tension (Pull-off Method)
- 7. ASTM D 3960—Practice for Determining Volatile Organic Compound (VOC) Content of Paints and Related Coatings
- 8. ASTM D 4258-05—Standard Practice for Surface Cleaning Concrete for Coating
- 9. ASTM D 4259—Practice for Abrading Concrete
- 10. ASTM D 4263—Indicating Moisture in Concrete by the Plastic Sheet Method

11. ASTM D 7234—Standard Test Method for Pull-Off Adhesion Strength of Coatings on Concrete Using Portable Pull-Off Adhesion Testers
12. ASTM E 337—Standard Practice Test Method for Measuring Humidity with a Psychrometer
13. ASTM G210—Standard Practice for Operating the Severe Wastewater Analysis Testing Apparatus
14. ICRI Guideline No. 310.1R—Guideline for Surface Preparation for the Repair of Deteriorated Concrete Resulting from Reinforcing Steel Corrosion
15. ICRI Guideline No. 310.2R-2013—Selecting and Specifying Concrete Surface Preparation for Sealers, Coatings, Polymer Overlays, and Concrete Repair
16. NACE Publication TPC2—Coatings and Linings for Immersion Service: Chapter 1 Safety, Chapter Surface Preparation, Chapter 3 Curing, and Chapter 4 Inspection
17. NACE Standard SP0178—Standard Recommended Practice – Fabrication Details, Surface Finish Requirements and Proper Design Considerations for Tanks and Vessels to be Lined for Immersion Service
18. NACE Standard RP0288—Standard Recommended Practice, Inspection of Linings on Steel and Concrete
19. NAPF 500-03-04—Abrasive Blast Cleaning for Ductile Iron Pipe
20. NAPF 500-03-05—Abrasive Blast Cleaning for Cast Ductile Iron Fittings
21. OSHA 1915.35—Standards – 29 CFR – Painting
22. SSPC-SP13/NACE No. 6—Surface Preparation of Concrete
23. SSPC-PA-1—Shop, Field, and Maintenance Painting
24. SSPC-PA-3—A Guide to Safety in Paint Application
25. SSPC-Guide 12—Guide for Illumination of Industrial Painting Project

### 1.03 QUALITY ASSURANCE

#### A. General

1. Quality assurance procedures and practices shall be utilized to monitor all phases of surface preparation, coating application, and coating inspection throughout the duration of the project. Procedures or practices not specifically defined herein may be utilized provided they are approved by the Engineer.
  - a. Do not use or retain contaminated, outdated, or diluted materials for resurfacing. Do not use materials from previously opened containers.
  - b. Use only products of the approved Manufacturer. Provide same material product for touch-up as for original material.
  - c. The Contractor shall provide access to all locations and phases of the work for observation and inspection by the Engineer and/or coating manufacturer's representative. Contractor shall provide all confined space entry permits, ventilation, and safety measures for observation and inspection.
  - d. The Contractor is responsible for inspecting the work for conformance with the drawings and specifications. The Contractor shall inform the Engineer of the progress

and the quality of the work through daily reports as specified below. Any defective work shall be corrected as specified herein or as recommended by the Manufacturer.

- e. The Contractor shall summarize test data, work progress, areas covered, ambient conditions, quality control inspection test findings, and other information pertinent to the resurfacing system installation in daily reports to be submitted to the Engineer.
- f. The Contractor shall employ only tradespeople who are experienced performing resurfacing work of similar size and complexity as the work indicated in the drawings and specifications. The supervisor and foreman shall have a minimum of five (5) years of experience in concrete surface restoration and application of epoxy coatings.
- g. The Manufacturer of the approved coating system shall provide a letter of recommendation indicating that the coating contractor and tradespeople are trained, qualified, and approved to correctly apply the coating system materials.

## 2. Testing

- a. Field quality control tests as specified herein shall be performed by a materials testing consultant hired by the Contractor. The materials testing consultant shall be approved by the Owner prior to commencement of testing.
- b. Destructive testing per ASTM D7234 shall be provided to test the adhesion strength between the cementitious repair mortar layer and the existing concrete substrate and between the epoxy/parge coat layer and the cementitious repair mortar. No destructive testing shall be performed on the liner or glaze coat layers. Areas tested shall be approved by Owner. Provide at least one test per every 500 square feet of coated surface area or as otherwise approved by Owner. The average of the pull-off adhesion strength tests shall be 400 psi with no test producing a pull-off adhesion strength less than 350 psi.
- c. Contractor shall conduct pH testing of the prepared substrate and intermediate coatings according to ASTM D4262–Standard Test Method for pH of Chemically Cleaned or Etched Concrete Surfaces. Provide at least one measurement per every 500 square feet of coated surface area or as otherwise approved by Owner. Location of pH measurements shall be approved by Owner prior to testing. The results shall be tabulated and provided to Owner in writing. Additional surface preparation shall be performed until all pH measurements are 9.0 or greater.

## 3. Acceptance Criteria

- a. Coating work will be accepted based upon the following:
  - i. Compliance with testing and acceptance requirements delineated in Section 1.03-2.
  - ii. No pockmarks, trowel marks, depressions, unconsolidated areas, waviness, ridges, pinholes, or holidays
  - iii. No bond failures to concrete or between coats/lifts
  - iv. Proper curing of coatings
- b. Resurfaced areas shall pitch to drains.
- c. There shall be no areas that puddle when flood tested.
- d. The Engineer or Owner shall, at their discretion, observe the following:
  - i. Profile and degree of cleanliness of substrate
  - ii. Thickness of materials/coverage rate confirmation
  - iii. Ambient temperature and humidity requirements, substrate temperature
  - iv. Curing and recoat times
  - v. Proper curing of the resurfacing materials

- e. Rework required on any holidays or any other inadequacies in the quality of the coating work found by the Engineer or the Owner shall be marked. Such areas shall be prepared and recoated by the Contractor according to these specifications and the manufacturer's recommendations. Rework shall be done at no additional cost to the Owner.
- f. The Contractor is responsible for providing daily progress reports to the Engineer and/or Owner.

B. Surface Preparation

1. Surface preparation shall be performed according to the International Concrete Repair Institute (ICRI) Guideline No. 310.2R-2013– Selecting and Specifying Concrete Surface Preparation for Sealers, Coatings, Polymer Overlays, and Concrete Repair.

C. Application

1. No coating or paint shall be applied under the following conditions:
  - a. The surrounding air temperature or the temperature of the surface to be coated or painted is below the minimum surface temperature for the approved coating products.
  - b. Rain, snow, fog, or mist is present.
  - c. The surface temperature is less than 5 degrees F above the dew point. Dew point shall be measured by use of an instrument such as a Sling Psychrometer in conjunction with U.S. Department of Commerce Weather Bureau Psychrometric Tables.
  - d. The air temperature is expected to drop below the minimum temperature for the products specified within six hours after application of coating.

D. Inspection

1. Inspection for this project shall consist of 'hold point' inspections. The Engineer and/or the coating manufacturer's representative shall inspect the surface prior to surface preparation, after surface preparation but prior to application of coating materials, and between subsequent coats of material. Final inspection shall take place after all coatings are applied, but prior to placing the area back in service. The cost of at least two visits by the coating manufacturer's representative shall be included in the Contractor's bid.
2. Destructive testing of the complete coating system shall be provided as specified herein.

E. Warranty Inspections

1. Warranty inspections shall be conducted during the eleventh month and during the fourth year following acceptance of all coating work. The coating manufacturer's representative and the Contractor shall be present at the warranty inspections. All defective work found during the first warranty inspection shall be repaired in accordance with this specification and to the satisfaction of the Engineer and Owner at no additional cost to Owner.

1.04 SUBMITTALS

- A. Submit Shop Drawings that contain the following prior to commencing with any phase of the work covered by this specification:
  1. Manufacturer's current printed recommendations and product data sheets for all coating system products supplied under this section including performance criteria, surface



preparation and applications, volatile organic compound (VOC) data, and safety requirements.

2. Safety Data Sheets (SDS) for any materials brought on-site including all resurfacing system materials, solvents, and abrasive blast media.
3. Storage requirements including temperature, humidity, and ventilation for resurfacing system materials.
4. Manufacturer's requirements, including application procedures for resurfacing materials shall be in writing and shall be followed in detail. All safety precautions recommended by the Manufacturer shall be strictly adhered to at all times when work is in progress.
5. Color samples for all surfaces to be resurfaced that have been field matched to existing colors.
6. Applicators' certification that resurfacing materials comply with Federal, State, and Local regulations for VOCs.
7. Daily reports that contain information on the substrate conditions, ambient conditions, application procedures, details of work completed, location of work completed, test data, quality control inspection test findings, and any other pertinent information. Mark-up drawings that show location of work as it is completed.
8. Experience of employed tradespeople shall be verified with submittals of work experience and qualifications. These submittals shall be made within thirty (30) days of the Notice to Proceed and are subject to approval by the Engineer. Submittals shall demonstrate that the supervisor and foreman have a minimum of five (5) years of experience in application of the specified repair materials and coatings.

#### 1.05 DELIVERY AND STORAGE

- A. Contractor shall coordinate work so as to allow sufficient time for resurfacing materials to be delivered to the job site.
- B. Materials shall be stored in accordance with Manufacturer's recommendations. All materials shall be stored on pallets or similar storage/handling skids off the ground in sheltered areas and protected from weather and adverse temperature conditions. Temperatures in the storage enclosures shall be maintained between 50°F and 90°F. Flammable materials shall be stored in accordance with state and local codes. Materials exceeding storage life recommended by the manufacturer shall be removed from the site.
- C. Store all materials within the limits of construction shown on the Drawings.
- D. Mix all resurfacing materials in an enclosed mixing area. This enclosed area must protect the mixing operation and materials from direct sunlight, inclement weather, freezing, or other damage or contamination. Protect all other concrete and metallic surfaces and finishes from any spillage of material(s) within the mixing area.
- E. Contractor shall dispose of all resurfacing system materials in accordance with the Manufacturer's instructions. Disposal via floor drains, dikes, or storm drains is unacceptable.
- F. The Contractor shall take all precautions and implement all measures necessary to avert potential hazards associated with the resurfacing system materials as described on the pertinent Safety Data Sheets (SDS) or container labels.
- G. Deliver all materials to the job site in their original, unopened containers. Each container

shall bear the Manufacturer's name and label.

1. Labels on all material containers must show the following information:
  - a. Name or title of product.
  - b. Manufacturer's batch number and date of manufacture.
  - c. Manufacturer's name.
  - d. Generic type of material.
  - e. Application and mixing instructions.
  - f. Hazardous material identification label.
  - g. Shelf life expiration date.
  - h. Storage requirements.
2. All containers shall be clearly marked indicating any personnel safety hazards associated with the use of or exposure to the materials.
3. All materials shall be handled and stored to prevent damage or loss of label.
4. Do not use or retain contaminated, outdated, prematurely opened, diluted materials, or materials which have exceeded their shelf life.

#### 1.06 SAFETY

- A. The Contractor's work forces should comply with the provisions outlined in the following documents:
  1. SSPC-PA-3-A Guide to Safety in Paint Application
  2. NACE Publication 6D-173-A Manual for Painter Safety
- B. Contractor's personnel shall be equipped with all safety equipment necessary for protection during all tasks and phases of the work. Safety equipment shall include but not be limited to safety glasses, goggles, earplugs, hard hats, steel toed work shoes, appropriate personal protective clothing, gloves, and approved escape respirators (where required).
- C. Keep any flammable materials such as cleaning solvents, thinners, or resurfacing materials away from open flames, sparks or temperatures higher than 150 degrees F. Drums containing flammable materials shall be grounded. No solvent in any quantity shall be allowed inside containment enclosures or permitted confined spaces at any time during resurfacing work.
- D. Power tools are to be in good working order to avoid open sparking. No spark producing tools shall be utilized in restricted areas as indicated herein.
- E. The Contractor shall fireproof all work areas by maintaining a clean work area and maintaining fire extinguishers approved by Underwriter's Laboratories onsite.
- F. Workers doing abrasive blasting operations shall wear a fresh air supplied protective helmet and hood and personal protective clothing consistent with industry standards and compliant with all government regulations.
- G. Dispose of rags used for wiping up resurfacing materials, solvents, and thinners by drenching them with water and placing in a metal container with a tight fitting metal cover. Complete this disposal process at the end of each day. Final disposal of these materials shall be in accordance with local regulations and is the Contractor's responsibility.
- H. Sources of flames or sparks including welding must not be within close proximity of coating work. Smoking is not permitted in any LFUCG building.

## 1.07 JOB CONDITIONS

- A. Some portions of the concrete resurfacing work will require flow diversion and the installation of temporary bulkheads. Contractor shall refer to the flow management plan in the Drawings for direction on sequencing of work and flow diversion.

## 1.08 WARRANTY

- A. Manufacturer of coating system products shall provide a 5-year warranty effective as of the date of OWNER's acceptance of the Work. Manufacturer shall warrant that when the coating system is applied in compliance with the manufacturer's application instructions, the coating system will protect structures from biogenic corrosion caused by exposure to wastewater for a period of not less than 5 years.

## PART 2-PRODUCTS

### 2.01 MANUFACTURERS

- A. Concrete resurfacing materials shall be manufactured by the Tnemec Company, Inc., or equal. The products specified shall establish a standard of quality for the coating/resurfacing solution. Proposed substitutions with products from other manufacturers may be submitted if Engineer provides written approval in response to the Contractor's request for evaluation of substitutes. To establish materials as "or equal," the Contractor shall submit certified comparative test reports from a reputable and independent testing laboratory. Comparative tests conducted for the products specified and the requested substitutions shall include at least 56 days of Severe Wastewater Analysis Test (SWAT) results with testing performed in accordance with ASTM G210. Additional comparative test shall be as directed by the Engineer in regards to the type, duration, circumstances, etc. of testing.
- B. Requests for evaluation of substitutes shall include the manufacturer's literature for each product. The literature shall provide the name, product number, generic type, descriptive information, solids by volume, recommended dry film thickness, and certified lab test reports showing results compared to the performance criteria of the specified products. In addition, a list of five projects shall be submitted in which each product has been used and performed satisfactorily.
- C. All requests for product substitution shall be made at least 14 days prior to the bid date.

### 2.02 MATERIALS

#### A. COATING SYSTEM FOR EXISTING CONCRETE STRUCTURES

- 1. The coating system for interior submerged or partially submerged concrete structures shall be modified aliphatic amine mortar coating system by Tnemec Company, Inc., or equal. Products shall be as follows:
  - a. **Repair Mortar** – Where the loss of concrete is more than ¼ inch deep, use Tnemec Series 217 MortarCrete, or equal, to rebuild the concrete surface. For repair of large bugholes, honeycomb, and other cavities deeper than the recommended maximum thickness, use the grout or cementitious mortar specified below.

- b. **Resurfacing Epoxy/Parge Coat** – Tnemec Series 218 MortarClad, or equal, shall be applied continuously over all areas repaired with Series 217, other mortar, or new concrete and areas where the loss of concrete is less than ¼ inch deep.
- c. **Liner** – Tnemec Series 434 Perma-Shield H<sub>2</sub>S applied at 125 dry mils nominal thickness.
- d. **Glaze Coat** – Tnemec Series G435 Perma-Glaze applied at 15 to 20 dry mils nominal thickness.
- e. Liner and glaze coat shall provide a minimum 135 mils of dry film thickness.

**B. EMBEDDED FRAMES AND METAL COMPONENTS**

1. Coat embedded metals with the liner coat and glaze coat. Apply according to the thicknesses specified in 2.02 A. Address reinforcement as specified elsewhere in this specification.

**C. VOID REPAIRS AND GROUTING**

1. Where cementitious repair mortar, non-shrink grout, or a “dry-pack” mortar is required, Tnemec’s Series 217 Concrete as formulated in Tnemec’s product literature may be used. Or equal products may also be used as applicable and approved by the Engineer. Series 217 Concrete is a mix of Tnemec Series 217 MortarCrete, pea gravel, and water. This formula can be used for deep patch repairs, honeycomb, and cavities deeper than the recommended maximum thickness the typical Series 217 mix can address. Post-add 20 to 28 pounds of locally purchased coarse pea gravel to 55 pounds of Series 217 mix containing 3.5 to 4.0 quarts of water. Pea gravel aggregate must be non-reactive (ASTM C1260-21), clean and washed, well-graded, saturated surface dry, have low absorption and high density, and conform to ASTM C33 size 0.5 inch to No. 8.

**D. CAULKING AND SEALANTS**

1. Caulking and sealants shall be a flexible polysulfide joint sealant suitable for severe wastewater environments such as Thiokol 2235M, or equal. Compatible Thiokol 5050 (or equal) primer shall be used as directed by the manufacturer’s instructions.

**E. POLYURETHANE GROUT**

1. Polyurethane grout/compound for cracks and joints showing signs of movement shall be Tnemec Series 265 Elasto-Shield TG, or equal.
2. Leaking cracks shall be sealed with a low viscosity polyurethane hydrophilic injectable grout such as Sika HH Hydrophilic, or equal.

**F. FIBERGLASS MAT REINFORCEMENT**

1. Fiberglass matting for crack and joint treatment shall be 3/4 ounce chopped strand mat, Tnemec Series 211-216 Fiberglass Mat, or equal.

**G. REINFORCEMENT CORROSION INHIBITOR**

1. Corrosion inhibitor for existing reinforcing steel that is exposed due to concrete degradation or surface preparation shall be as specified in Section 03 20 00.

## H. ABRASIVE BLAST MEDIA

1. If dry or wet abrasive blast cleaning is the selected method of surface preparation, provide slag grit of a sieve size, gradation, and quality necessary to produce the degree of cleanliness and surface profile required herein.

## PART 3—EXECUTION

### 3.01 GENERAL

#### A. “OR EQUAL” PRODUCTS

1. The installation notes presented herein are based on the Tnemec products specified in Part 2. If an “or equal” product is submitted and approved by Engineer, Contractor shall follow the manufacturer’s instructions for that specific product.

#### B. HOISTING, SCAFFOLDING, STAGING, AND PLANKING

1. Contractor shall provide, set up, and maintain all required hoists, scaffolds, staging, and planking, and perform all access-related hoisting required to complete the work specified in this section.

#### C. ENVIRONMENTAL REQUIREMENTS

1. Contractor shall prepare surfaces and apply and cure coatings within the air temperature, surface temperature, and relative humidity ranges noted as acceptable for each product in the manufacturer’s instructions. Special attention to the conditions that can cause outgassing from the concrete substrate is required. Coating application shall occur in indirect sunlight and when the surface temperature of the concrete is stable or in a descending pattern.
2. The surface temperature shall be a minimum of 5 degrees F (3 degrees C) above dew point.
3. Do not prepare surfaces or apply coatings in rain, snow, fog, or mist.
4. Do not spray coatings if wind velocity is above manufacturer’s limit.
5. Provide ventilation during coating evaporation stage in confined or enclosed areas in accordance with AWWA D 102.
6. Schedule coating work to avoid excessive dust and airborne contaminants.
7. Protect work areas from excessive dust and airborne contaminants during coating application and curing.
8. Provide all necessary artificial lighting.

#### D. PROTECTION

1. Cover or otherwise protect finish work or other surfaces not being resurfaced.
2. Erect and maintain protective tarps, enclosures and/or maskings to contain debris (such as dust or airborne particles resulting from surface preparation) generated during any

and all work activities. This includes, but is not limited to, the use of dust/debris collection apparatus as required.

**E. INITIAL INSPECTION OF SURFACES TO BE COATED**

1. It is the responsibility of the Contractor to inspect and report unacceptable concrete substrate surface conditions to the Engineer prior to the commencement of surface preparation activities.

**F. DETAIL DRAWINGS**

1. Contractor is responsible for reviewing and complying with the repair and coating application details shown in the drawings.

**G. THINNERS AND SOLVENTS**

1. The Contractor shall use only solvents and thinners as recommended by the Manufacturer.

**H. ABANDONED PIPE, VOID, AND GATE EMBEDMENT REPAIRS**

1. Abandoned pipes shall be cut back 2 inches into the face of the structure and plugged with non-shrink grout to a depth of at least 8 inches. Any other voids shall be filled to even with the existing face of the structure.
2. Form and pour non-shrink grout at all embedded frames for gates and access hatches where concrete erosion has exposed the metal beyond the original installation.
3. Remove all unused valves, equipment, etc. from the areas to be repaired as directed by the Owner.
4. Voids requiring a mortar thickness of greater than 2 inches shall be filled with multiple applications as indicated in the manufacturer's recommendations.

**I. CRACK TREATMENTS**

1. Cracks, control joints, and construction joints showing signs of movement shall be coated according to the details shown in the drawings.
2. Contractor shall drill holes at an angle into leaking cracks to facilitate thorough injection with the specified hydrophilic grout. Drilled holes shall be at a 45 degree angle to the face of the concrete and shall intersect the crack at a depth of at least 6 inches from the face of the concrete. Injection ports shall be installed for the grout injection.
3. Static cracks shall be coated over without special treatment.

**3.02 SURFACE PREPARATION REQUIREMENTS**

- A. All specified surface preparation shall be performed in accordance with the latest version of the SSPC, NACE, ICRI, and other standards referenced in this section.
- B. Concrete surfaces shall be mechanically abraded by either high pressure (or ultra-high pressure) water jetting or abrasive blasting to produce a minimum surface profile of equal or

greater to the coating manufacturer's recommendations with no loose concrete remaining. This preparation must be followed by vacuum cleaning to remove all dust, dirt, or friable substances leaving clean, dust free surfaces for resurfacing. Surface cleaning shall be performed in accordance with ASTM D 4258.

1. Following is a summary of the concrete surface preparation requirements for each specified product. This summary shall be used in conjunction with the full manufacturer's surface preparation instructions. If an "or equal" product is used, surface preparation shall be as recommended by that manufacturer.
  - a. Tnemec Series 217 MortarCrete – underlying surface cleaned to SSPC-SP13/NACE No. 6, surface amplitude of ICRI-CSP6 or greater
  - b. Tnemec Series 218 MortarClad – underlying surface cleaned to SSPC-SP13/NACE No. 6, surface amplitude of ICRI-CSP5 or greater
  - c. Tnemec Series 434 Perma-Shield H<sub>2</sub>S – underlying surface cleaned to SSPC-SP13/NACE No. 6, surface amplitude of ICRI-CSP5 or greater (No surface preparation is required if topcoating over Series 218 MortarClad in accordance with the manufacturer's directions.)
  - d. Tnemec Series G435 Perma-Glaze – no surface prep of underlying surface required if glaze coat is applied within seven days of liner coat.
- C. Oil and grease shall be removed before mechanical abrasion with an alkaline-based emulsifying detergent as recommended by the resurfacing material manufacturer. Where mechanical abrasion is accomplished by blast cleaning, the abrasive used shall be washed, graded, and free of contaminants that might interfere with the adhesion of the resurfacing materials.
- D. The air used for blast cleaning shall be free of oil and moisture to prevent contamination of the surfaces to be resurfaced.
- E. Clean cloths and clean fluids shall be used in solvent cleaning.
- F. Cleaning and resurfacing shall be scheduled so that dust and other contaminants from the cleaning process will not fall on wet, newly resurfaced areas.
- G. Prepare concrete cracks and joints and install sealants as specified herein and as recommended by the sealant and coating manufacturers.
- H. High Pressure or Ultra High Pressure Water Jetting Requirements
  1. Water jet clean all concrete surfaces specified to accept coatings with a minimum 5,000 psi water pressure. Contractor shall be responsible for determining the necessary water jetting equipment and methods to meet the required surface preparation standards.
  2. All phases of water jetting surface preparation work specified herein must be observed by the Engineer before the Contract proceeds with subsequent phases of surface preparation.
  3. If between final surface preparation work and coating application contamination of the prepared and cleaned substrate occurs or if the appearance of the prepared surface darkens or changes color, additional water jetting will be required until the specified degree of cleanliness is established.
- I. Abrasive Blast Cleaning Requirements
  1. Used or spent blast abrasive shall not be reused on work covered by this section.

2. The compressed air used for blast cleaning shall be filtered and free of condensed water and oil. Moisture traps shall be emptied at least once every four hours or more frequently as required.
3. Oil separators shall be installed just downstream of compressor discharge valves and at the discharge of the blast pot. Oil separators shall be cleaned at least once every four hours or more frequently as required.
4. A paper blotter test shall be performed by the Contractor when requested by the Engineer to determine if the air is sufficiently free of oil and moisture.
5. An air dryer shall be installed upstream of the blast connections to dry the compressed air during the duration of the surface preparation work.
6. Regulators, gauges, filters, separators, dryers, etc. shall be in good working order during the duration of the surface preparation work.
7. The quality, volume, and velocity of life support and ventilation air used during surface preparation shall be in accordance with applicable safety standards and as required to ensure adequate visibility and proper dissipation of volatiles. The health of the public and personnel working for the Contractor, Subcontractors, Engineer, Owner, or anyone who may be affected by on-site maintenance coating work activities shall be taken into consideration.
8. The abrasive blast nozzles used shall be the Venturi or other high velocity type supplied with a minimum of 100 psig air pressure and the necessary volume to obtain the required blast cleaning production rates and specified degree of cleanliness.
9. The Contractor must provide adequate ventilation for airborne particulate evacuation and lighting (meeting all pertinent safety standards) to optimize visibility for both blast cleaning and observation of the substrate during surface preparation work.
10. All phases of abrasive blasting surface preparation work specified herein must be observed by the Engineer before the Contractor proceeds with the subsequent phase of surface preparation.
11. If, between final surface preparation work and coating application, contamination of the prepared and cleaned substrate occurs, or if the appearance of the prepared surface darkens or changes color, reblasting will be required until the specified degree of cleanliness is established.

J. Surface Preparation of Interior Concrete with More Than 0.25 Inch Concrete Loss

1. Prepare concrete surfaces in accordance with coating manufacturer's instructions.
2. Remove all loose, deteriorated, or damaged concrete to sound substrate by abrasive blasting or high pressure water jetting.
3. Replace all reinforcement with section loss greater than 20 percent. Lap replacement bars as specified in Section 03 20 00. New bar size and spacing shall match original.
4. Where reinforcement is exposed, continue bulk concrete removal along the reinforcing steel. Remove all concrete with corrosion-induced damage. The reinforcing steel shall be undercut by approximately 0.75 inch in accordance with ICRI Guideline No. 310.1R. Do not cut through reinforcing steel. Remove visible oil, grease, dirt, dust, mill scale, rust, paint, oxides, corrosion products, and other foreign matter. Exposed rebar surface shall be



prepared to a minimum SSPC-SP10/NACE 2 OR SSPC-SP11 to achieve a 1.5 mil angular profile. Coat all exposed reinforcing steel with the products and methods specified in Section 03 20 00. Avoid spillage or application of coatings onto the parent concrete.

5. All termination edges including perimeter edges and penetrations shall be saw cut, mechanically routed, or cut by other means to achieve a minimum depth of ¼ inch as shown in the detail drawings.
  6. All remaining concrete shall be prepared by abrasive blasting or high pressure water jetting to remove any remaining damaged concrete, laitance materials, and other bond inhibiting materials in accordance with SSPC-SP13/NACE No. 6. Provide a minimum surface profile of ICRI-CSP6.
  7. The pH of the concrete shall be tested to ensure it is a minimum of 9.0 immediately prior to applying the concrete coating system.
  8. Pre-wet concrete surfaces to a saturated surface dry condition immediately prior to applying the concrete coating system.
  9. Install a thin bond coat of Tnemec Series 217 MortarCrete to the wetted concrete surface with a rubber float or a mason's brush to fill pores and to ensure intimate contact with the existing concrete and reinforcing steel.
  10. BEFORE the bond coat dries, apply Tnemec Series 217 MortarCrete to restore the initial cross-section of the concrete or to a maximum thickness of 4 inches on horizontal and vertical surfaces or 3 inches on overhead surfaces. Install by hand troweling with adequate pressure to ensure intimate contact with the concrete and reinforcing steel. Material may also be spray transferred and smoothed by hand troweling. All reinforcement shall have a minimum cover of 2 inches once the concrete surface is rebuilt unless otherwise specified or approved.
  11. Finish all surfaces by striking off with a straight edge and finish with a steel trowel.
  12. Allow surfaces to moist cure for a minimum of 12 hours at 70°F. All surfaces shall be protected from freezing during the curing process. Curing compound shall not be used.
  13. After Series 217 has been properly cured and before topcoating with Series 218, the surface must be mechanically prepared in accordance with SSPC-SP13/NACE No. 6, to achieve an ICRI-CSP 5 surface profile.
  14. Apply Series 218 according to the manufacturer's instructions over all areas repaired and coated with Series 217.
- K. Surface Preparation of Interior Concrete with 0.25 Inch or Less Concrete Loss
1. Prepare concrete surfaces in accordance with coating manufacturer's instructions.
  2. Remove all loose, deteriorated, or damaged concrete to sound substrate by abrasive blasting or high pressure water jetting.
  3. Abrasive blast concrete surfaces in accordance with SSPC-SP 13/NACE No. 6. Remove laitance and solid contaminants and provide a clean, sound substrate with a minimum surface profile of ICRI-CSP5.
  4. Perform one of the following dryness tests on the concrete surface prior to applying any products containing epoxy:

- a. ASTM F 1869 "Standard Test Method for Measuring Moisture Vapor Emission Rate of Concrete Subfloor Using Anhydrous Calcium Chloride" – moisture vapor transmission should not exceed three pounds per 1,000 square feet in a 24 hour period
  - b. ASTM F 2170 "Standard Test Method for Determining Relative Humidity in Concrete using in situ Probes" – relative humidity should not exceed 80%
  - c. ASTM D 4263 "Standard Test Method for Indicating Moisture in Concrete by the Plastic Sheet Method" – no moisture shall be present
5. Ensure surfaces are clean, dry, and free of oil, grease, chalk, form release agents, and other contaminants.
  6. Existing interior concrete surfaces that have been in operation or otherwise exposed to acid attack or contamination shall be high pressure washed with hot water and tri-sodium phosphate (TSP) to restore the pH of the concrete to a minimum of 9.0. Spray equipment shall have a minimum flow rate of 3.0 gpm and a minimum pressure of 3,000 psi.
  7. Pre-wet concrete surfaces to a saturated surface dry condition immediately prior to applying the concrete coating system.
  8. Apply Tnemec Series 218 MortarClad with a trowel to restore the initial cross-section of the concrete. Install with adequate pressure to ensure intimate contact with the concrete.
  9. Finish surface by rolling with a dampened ¼ inch nap roller to reduce trowel licks as needed.
  10. Allow surfaces to cure for a minimum of 15 hours at 75°F prior to topcoating.
- L. Surface Preparation of Embedded Frames and Metal Components
1. Prepare embedded metals in accordance with SSPC-SP5/NACE 1 White Metal Blast Cleaning with a 4.0 mil minimum angular anchor profile.
- M. Surface Preparation of New Cast-in-Place Concrete
1. New cast-in-place concrete shall be allowed to cure for a minimum of 28 days.
  2. Prepare concrete surface in accordance with SSPC-SP13/NACE No. 6, to achieve an ICRI-CSP 5 surface profile.

### 3.03 APPLICATION REQUIREMENTS

#### A. General

1. Areas not intended to be coated shall be masked using duct tape or otherwise protected to prevent these surfaces from being coated inadvertently.
2. Provide straight and even terminations of coating materials where required. Refer to the details in the drawings for the coating manufacturer's termination and edge treatment requirements.
3. Following is a summary of the required coating thicknesses for each specified product. This summary shall be used in conjunction with the full manufacturer's application instructions. If an "or equal" product is used, coating thicknesses shall be as

recommended by that manufacturer.

- a. Tnemec Series 217 MortarCrete – 1/4 inch to 4 inches on horizontal or vertical surfaces, 1/4 inch to 3 inches overhead
- b. Tnemec Series 218 MortarClad – 1/16 inch to 1/4 inch per lift for bond coat, maximum 1/2 inch thickness (can be applied in multiple lifts)
- c. Tnemec Series 434 Perma-Shield H<sub>2</sub>S – 1/8 inch or 125 mils minimum (can be applied in multiple coats)
- d. Tnemec Series G435 Perma-Glaze – 15 to 20 mils as a glaze coat over Series 434

4. Unless specified elsewhere herein, the Contractor shall comply with the Manufacturer's most recent written instructions with respect to the following:

- a. Mixing of all materials
- b. Protection and handling of all materials
- c. Recoat limitations and cure times
- d. Minimum ambient and substrate temperatures, substrate's degree of dryness, relative humidity, and dew point of air
- e. Application
- f. Final curing
- g. Use of proper application equipment and procedures

5. Curing of Coating Systems:

- a. The applied coating system shall be protected from damage during curing and shall be cured as recommended by the Manufacturer. Ambient conditions shall be controlled by the Contractor during curing to ensure the minimum air temperature and minimum relative humidity as required by the Manufacturer is maintained.

B. Application of Repair Mortar and Resurfacing Epoxy/Parge Coat

1. Rebuild the concrete surfaces according to the conditions and requirements delineated in 3.02 J and K. More than 0.25 inch of concrete loss requires the application of Series 217 and 218 to rebuild the surface. Less than 0.25 inch of concrete loss only requires the application of Series 218 to rebuild the surface. Apply the topcoat and glaze coat as specified below.

C. Application of Topcoat and Glaze Coat

1. Once the concrete surfaces have been rebuilt with Tnemec Series 217 and/or Series 218 according to the Manufacturer's instructions and Section 3.02, Contractor shall apply Tnemec Series 434 as a topcoat.
  - a. Contractor shall review the details shown in the drawings for liner coat terminations and other application requirements.
  - b. Tnemec Series 434 shall be trowel applied or transferred to the surface by spraying and then smoothed to an even thickness with a trowel. Hand troweled application to overhead surfaces may require two coats.
  - c. Finish troweled application by rolling with a 1/4 inch nap roller to remove trowel marks and surface irregularities after an initial set as required by the Manufacturer's instructions. Roller shall be dampened with Tnemec No. 2 or No. 42 Thinner, or equal.
  - d. Allow surfaces coated with Series 434 to cure for a minimum of 8 hours at 75°F prior to application of the glaze coat.

2. Contractor shall apply Series G435 as a glaze coat over the Series 434 layer.
  - a. Series G435 can be spray applied or rolled onto the surface with a 3/8 inch or 1/2 inch synthetic woven nap roller.
  - b. Allow surfaces glaze coated with Series G435 to cure for a minimum of 2 days at 75°F prior to placing in service.
3. Areas of new cast-in-place concrete or surfaces rebuilt with non-shrink grout shall be parge coated with Series 218, topcoated with Series 434, and glaze coated with Series G435.

D. Repairing Coating Damage Caused by Installation of Temporary Bulkheads

1. As shown in the flow management plan in the drawings, the installation of temporary bulkheads will be required to facilitate coating work while treatment is maintained.
2. Where bulkheads cause damage to coating work done in a previous phase, Contractor shall:
  - a. Fill bolt holes in uncoated areas with Series 217. Terminate repair flush with existing concrete surface.
  - b. Fill bolt holes in coated areas with Series 217. Once repair mortar has set, route out 1/4-inch termination groove into existing topcoat and glaze coat at perimeter of and throughout repair. Recoat with Series 434 and Series G435 flush with surrounding coating area.
  - c. Repair superficial scratches or gouges with Series 434 and/or Series G435 as needed.

E. Safety And Ventilation Requirements

1. Requirements for safety and ventilation shall be in accordance with SSPC Paint Application Guide No. 3 and OSHA guidelines.

### 3.04 FIELD QUALITY CONTROL INSPECTION AND TESTING

- A. Field observations by the Engineer or Owner does not limit the Contractor's responsibilities for quality control inspection and testing as specified herein or as required by the Manufacturer's instructions.
- B. Perform the quality control procedures listed below in conjunction with the requirements of this Section.
  1. Inspect all materials upon receipt to ensure that adequate amounts of each type have been supplied.
  2. Provide specified storage conditions for the resurfacing system materials, solvents, and abrasives.
  3. Inspect and record substrate profile (anchor pattern).
  4. Measure and record ambient air temperature once every two hours of each shift using a thermometer and measure and record substrate temperature once every two hours using a surface thermometer.
  5. Measure and record relative humidity every two hours of each shift using a sling psychrometer in accordance with ASTM E337.

6. Inspect and record that the pot life of resurfacing materials is not exceeded during installation.
7. Upon completion of the resurfacing work, the resurfaced area shall be cleaned and prepared for close visual observations by the Engineer and Owner. Testing and acceptance criteria shall be as specified in section 1.03. All deficiencies and defective work will be marked for repair or removal/replacement to be performed by the Contractor at no additional cost to the Owner.

END OF SECTION

## SECTION 40 71 69

### OPEN CHANNEL FLOW MEASUREMENT – PARSHALL FLUME

#### PART 1–GENERAL

##### 1.01 SUMMARY

- A. The work described in this section includes furnishing materials, labor, equipment, and accessories for the fabrication and installation of two fiberglass-reinforced plastic (FRP) Parshall flumes for open channel wastewater flow measurement.
- B. Related Sections:
  - 1. Division 1–General Requirements
  - 2. 09 96 00–Coating Systems for Rehabilitation of Wastewater Structures

##### 1.02 REFERENCES

- A. The design, materials of construction, fabrication, and installation of Parshall flumes shall be in accordance with the following codes and standards:
  - 1. ASTM A193–Stainless Steel Anchor Bolts
  - 2. ASTM D256–Izod Impact Strength
  - 3. ASTM D570–Water Absorption Rate
  - 4. ASTM D638–Tensile Strength
  - 5. ASTM D695–Compressive Properties of Rigid Plastic
  - 6. ASTM D696–Coefficient of Linear Expansion
  - 7. ASTM D790–Flexural Properties
  - 8. ASTM D792–Density and Specific Gravity at 230 degrees C
  - 9. ASTM D1056–Polymer Grade
  - 10. ASTM D2563–Classifying Visual Defects in Glass-Reinforced Plastic Laminate Parts
  - 11. ASTM D2583–Indentation Hardness
  - 12. ASTM D2584–Resin, Glass, & Filler Content
  - 13. ISO 1438/1-1980–Open Channel Flow Measurement
- B. Composition of the Parshall flume laminate shall be in accordance with the Reinforced Thermoset Plastic (RTP) Corrosion-Resistant Equipment Certification as defined by the American Society of Mechanical Engineers (ASME), and the Material Technology Institute (MTI) of the Chemical Process Industry for “Hand Lay-Up Laminates,” and shall meet the specifications for Type I, Grade 10 laminates shown in Appendix M-1 of said report. Visual inspection for defects shall be made without the aid of magnification and defects shall be classified as shown in Table 1, Level II of ANSI/ASTM D2563-0.

- C. Manufacturer shall have a minimum of 15 years of experience in the design and manufacture of FRP Parshall flumes. Manufacturer must have a qualified engineer on staff with at least five years of experience in design of flow measurement devices or a related hydraulic design field.
- D. Manufacturer shall provide a 10 year warranty against failure due to corrosion.

### 1.03 SUBMITTALS

- A. Submit Shop Drawings that contain the following prior to commencing any phase of the work covered by this specification:
  - 1. Shop drawings detailing the items the manufacturer proposes to provide for the specified flow measurement device, including drawings with dimensions and written product data for all products and accessories. Product data shall indicate that all requirements in this specification are met including compliance with listed standards, construction with specified materials, and fabrication according to the required methods.
  - 2. Manufacturer's recommended installation procedure with surface preparation, grout and other material recommendations, cure times, edge treatments, return to service times, etc.
  - 3. Warranty information.
  - 4. Profile of manufacturer including applicable experience and similar projects.

### 1.04 DELIVERY, STORAGE, AND HANDLING

- A. Ship all Parshall flumes and accessories with packaging suitable to protect products from damage.
- B. Protect flume flanges, tabs, and accessories from damage.
- C. The flume shall be stored on a smooth, flat surface that is free of sharp objects and, if laid horizontally, shall be placed in such a way as to avoid structural damage.

## PART 2-PRODUCTS

### 2.01 MANUFACTURERS

- A. Flow measurement devices shall be 48-inch Parshall flumes manufactured by Plasti-Fab, A Division of Ershigs, Inc., or equal.
- B. The engineering, fabrication, and technical support shall all be provided by the same company.

### 2.02 MATERIALS AND MANUFACTURING

- A. Parshall flume bodies shall be constructed of engineered composite FRP. Each insert shall be molded in one piece to be a seamless surface that is impervious to corrosion and moisture. The dimensions and shape of the flume shall be in accordance with Dr. Ralph L. Parshall's design.

- B. FRP resin shall be vinyl ester.
- C. Flume hardware shall be T-316L stainless steel.

## 2.03 CONSTRUCTION

### A. Flume

1. Flume dimensions shall match existing channel with a throat size of approximately 48 inches and a length of approximately 131 inches. Each flume shall be molded individually to the exact dimensions specified. Contractor shall field verify all dimensions prior to fabrication of replacement flume inserts.
2. The Parshall flume body shall be manufactured entirely of fiberglass reinforced vinyl ester and shall meet the following requirements:
  - a. All surfaces of the flume body shall be free of exposed reinforcing fibers.
  - b. The inside of the flume shall be coated with 10 - 20 mil (0.25 - 0.51mm) of a smooth, isophthalic gelcoat for UV resistance.
  - c. The minimum glass content of the flume body shall be 30 percent not including the gelcoat layer.
  - d. The walls and floor shall be not less than 1/4 inch (6mm) thick.
  - e. Structural flanges shall be not less than 5/16 inch (8mm) thick.
3. The flume shall be designed with structural support throughout the length and width of the flume floor. Reinforcement shall include box section stiffeners down the sides and across the bottom. The stiffeners shall be joined at the knee to form a rigid, dimensionally stable flume insert. Flume shall maintain dimensional integrity with a full head of water while being free standing.
4. Stiffeners across the top shall be temporary wood spreaders and shall provide sufficient strength and structural support to resist the stresses that occur during shipping and proper installation of the flume insert.
5. Flume shall have a molded-in head gage with dual graduation in inches on the left and million gallons per day (MGD) on the right.

### B. Additional Features and Accessories

1. No inlet or outlet pipe adapters are required.
2. Provide one T-304 adjustable stainless steel ultrasonic mounting bracket per flume.

## 2.04 PHYSICAL PROPERTIES

- ### A. Structural characteristics for a 1/8 inch (3mm) thick glass mat laminate shall meet the following minimum physical properties:
1. Tensile strength – 15,000 psi (1034 ksc)
  2. Flexural Modulus – 1,000,000 psi (70307 ksc)
  3. Flexural Strength – 20,000 psi (1406 ksc)
  4. Compressive Strength – 22,000 psi (1547 ksc)



5. Impact Strength – 9.0 ft-lbs/inch (1.24 kgf-m/25mm)
6. Water absorption – 0.13 percent (in 24 hours)

## 2.05 DIMENSIONS

- A. The flumes shall conform to the dimensions and dimensional tolerances listed in Figure 8-9 of the U.S. Department of Interior, Water Measurement Manual, 2001 edition (revised reprint).

## 2.06 GROUT

- A. Grout used for flume installation shall be non-shrink and non-metallic and shall be SikaGrout-428 FS, or equal.

## PART 3–EXECUTION

### 3.01 INSTALLATION

- A. Install flume and accessories and place grout in accordance with the Drawings, the general comments below, and the manufacturer's recommendations. Store and handle the flume and accessories with care to prevent damage.
- B. Contractor shall remove old flume insert from existing channel and chip out grout used for original flume installation. Existing channel shall be prepared for a level installation consistent with the location and elevations shown on the Drawings.
- C. Existing concrete surfaces shall be roughened and prepared according to the grout manufacturer's instructions to facilitate a strong bond.
- D. Contractor shall verify that all flume dimensions are correct and project conditions are suitable for installation.
- E. Prior to setting and installation of the flume, remove all shipping materials except temporary stiffeners and thoroughly clean flume insert. The temporary stiffeners may be removed once the grout has cured.
- F. Set and anchor flume insert in the existing channel prior to grout placement. The side locking clips shall not be used as anchorage points. The flume shall be installed level end-to-end and side-to-side and must remain level throughout installation.
- G. The Contractor shall provide sufficient shoring and bracing of the floor and sidewalls to prevent lifting, floating, buckling, or bulging of the sides and bottom during installation.
- H. Grout shall be placed between the existing channel and the flume insert in successive lifts of not more than 8 inches. During placement of the first lift, grout shall flow smoothly under the floor to produce an even and level supporting layer. Each lift shall be allowed to set prior to placement of successive lifts.
- I. Contractor shall take care to produce the upstream and downstream conditions optimal to Parshall flume flow measurement as much as his/her work allows. The upstream channel shall have smooth walls and a smooth floor and shall not encourage turbulent flow, swirls, eddies, etc. The downstream channel shall also be finished to smooth surfaces and shall be a free flow condition as designed.

- J. Once the grout has set and the temporary stiffeners have been removed, Contractor shall check that the flume is level in both directions and that the dimensions are within tolerance. Dimensions shall be recorded and provided to the Owner.
- K. Contractor shall coordinate flume installation with adjacent coating work. Coating terminations at flume flanges shall be as shown for embedded metals in the detail drawings. Flume flanges may be sanded to accept epoxy coatings if needed to produce a continuous coating surface.

END OF SECTION



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
08/11/2022

**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 have ADDITIONAL INSURED provisions or 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).**

<b>PRODUCER</b> Willis Towers Watson Northeast, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	<b>CONTACT NAME:</b> Willis Towers Watson Certificate Center	
	<b>PHONE (A/C, No, Ext):</b> 1-877-945-7378	<b>FAX (A/C, No):</b> 1-888-467-2378
<b>E-MAIL ADDRESS:</b> certificates@willis.com		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A:</b> Ironshore Specialty Insurance Company		25445
<b>INSURER B:</b> Liberty Mutual Fire Insurance Company		23035
<b>INSURER C:</b> Employers Insurance Company of Wausau		21458
<b>INSURER D:</b> Indian Harbor Insurance Company		36940
<b>INSURER E:</b>		
<b>INSURER F:</b>		

**COVERAGES** **CERTIFICATE NUMBER:** W25645148 **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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y	Y	IEPICB5Z9Y002	12/31/2021	12/31/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTO <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> PHYSICAL DAMAGE	Y	Y	AS2-Z91-469956-031	12/31/2021	12/31/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Comp./Coll. Ded. \$ 2,500.00
A	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	IEELCASB5Z99002	12/31/2021	12/31/2022	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N No	N/A	WCC-Z91-469956-011	12/31/2021	12/31/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional/Pollution Liability Coverage			CEO744656005	12/31/2021	12/31/2022	Each Claim \$10,000,000 Aggregate \$10,000,000 SIR \$100,000


**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

Project: 2208 Fire Station #4 at Tyndall AFB, FL.

Certificate Holder is included as an Additional Insured as respects to General Liability, Auto Liability and Umbrella/Excess Liability if required by written contract.

General Liability, Auto Liability and Umbrella/Excess Liability policies shall be Primary and Non-contributory with

**CERTIFICATE HOLDER****CANCELLATION**

Healtheon, Inc. 201 St. Charles Ave, Suite 4310 New Orleans, LA 70170	<b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b>
	<b>AUTHORIZED REPRESENTATIVE</b> 

© 1988-2016 ACORD CORPORATION. All rights reserved.

AGENCY CUSTOMER ID: \_\_\_\_\_

LOC #: \_\_\_\_\_



### ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

<b>AGENCY</b> Willis Towers Watson Northeast, Inc.		<b>NAMED INSURED</b> CROM, LLC 1200 Mountain Creek Road Suite 390 Chattanooga, TN 37405	
<b>POLICY NUMBER</b> See Page 1		<b>EFFECTIVE DATE:</b> See Page 1	
<b>CARRIER</b> See Page 1	<b>NAIC CODE</b> See Page 1		

#### ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**

**FORM NUMBER:** 25 **FORM TITLE:** Certificate of Liability Insurance

any other insurance in force for or which may be purchased by Additional Insured if required by written contract.

Waiver of Subrogation applies in favor of Healtheon, USACE Mobile District (the Government) or any of their respective agents, partners, affiliates, directors, officers, shareholders, members, employees, subcontractors, successors, or assigns or such other parties as they may designate with respects to General Liability, Auto Liability, Umbrella/Excess Liability and Workers Compensation if required by written contract and as permitted by law.

To the extent required by written contract, the following are named as Additional Insured(s): Healtheon, USACE Mobile District (the Government) and their respective agents, partners, affiliates, directors, officers, shareholders, members, employees, subcontractors (other than Subcontractor and its subcontractors of any tier), successors and assigns.

**p. Nuclear Material**

Based upon or arising out of the radioactive, toxic or explosive properties of **nuclear material** and with respect to which the insured is:

- (1) Required to maintain financial protection pursuant to the Atomic Energy Act of 1954;
- (2) Entitled to indemnity from the United States of America or any agency thereof; or
- (3) An insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of limits.

**q. Owned Facilities**

Arising from or in connection with any **location** which is or was at any time owned, operated, rented, or occupied by you or by any entity that:

- (1) Wholly or partly owns, operates, manages, or otherwise controls you; or
- (2) Is wholly or partly owned, operated, managed, or otherwise controlled by you.

**r. Personal and Advertising Injury**

Arising out of **personal and advertising injury**.

**s. Previously Reported Claim**

Arising from the same, related or continuous **professional incident** that was the subject of a **claim** reported under any policy of which this policy is a renewal or replacement or which it may succeed in time, whether or not such prior policy affords coverage for such **claim**.

**t. Prior Professional Incident**

Arising from any **professional incident** known to a **responsible executive** prior to the effective date of the **policy period**, if such **responsible executive** knew or could have reasonably foreseen that such **professional incident** could give rise to damages, **claims** or **suits** under this policy.

This exclusion does not apply if we have been notified, in writing, of such **professional incident** giving rise to such damages, **claims**, or **suits** during the policy period of a policy previously issued by us.

**u. Your Product**

Based upon or arising out of **your product**.

**v. Warranties**

Based upon or arising out of express warranties or guarantees. This exclusion shall not apply if liability would have resulted in the absence of such express warranties or guarantees.

**w. Workers' Compensation And Similar Laws**

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

**SECTION II – WHO IS AN INSURED**

**1. If you are designated in the Declarations as:**

- a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
- b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
- c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.

- d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your **executive officers** and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
  - e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.
2. Any subsidiary, associated, affiliated, allied or limited liability company or corporation, including subsidiaries thereof, of which you have more than 50% ownership interest at the effective date of the **policy period** qualify as a Named Insured.
  3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
    - a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the **policy period**, whichever is earlier;
    - b. Coverage under this policy does not apply to **bodily injury, property damage or environmental damage** that occurred before you acquired or formed the organization;
    - c. Coverage under this policy does not apply to **personal and advertising injury** arising out of an offense committed before you acquired or formed the organization; and
    - d. Coverage under this policy does not apply to damages arising out of any act, error or omission or **professional incident** that took place before you acquired or formed the organization.
  4. Each of the following is also an insured:
    - a. Your **volunteer workers** only while performing duties related to the conduct of your business, or your **employees**, other than either your **executive officers** (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these **employees** or **volunteer workers** are insureds for:
      - (1) **Bodily injury or personal and advertising injury:**
        - (a) To you, to your partners or members (if you are a partnership or joint venture) or to your members (if you are a limited liability company);
        - (b) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1)(a) above; or
        - (c) Arising out of the providing or failure to provide professional health care services except incidental health care services provided by any physician, dentist, nurse, emergency medical technician or paramedic who is employed by you to provide such services and provided you are not engaged in the business of providing such services.
      - (2) **Property damage or environmental damage** to property owned, occupied or used by, rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your **employees, volunteer workers**, any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).
    - b. Any person (other than your **employee**), or any organization while acting as your real estate manager.
    - c. Any person or organization having proper temporary custody of your property if you die, but only with respect to liability arising out of the maintenance or use of that property and until your legal representative has been appointed.
    - d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this policy.
    - e. Any person or organization you agree to include as an insured in a written contract, written agreement or permit, but only with respect to **bodily injury, property damage, environmental damage or personal and advertising injury** arising out of your operations, **your work**, equipment or premises leased or rented by you, or **your products** which are distributed or sold in the regular course of a vendor's business, however:

- (1) A vendor is not an insured as respects **bodily injury, property damage, environmental damage or personal and advertising injury**:
- (a) For which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement except that which the vendor would have in the absence of the contract or agreement;
  - (b) Arising out of any express warranty unauthorized by you;
  - (c) Arising out of any physical or chemical change in the product made intentionally by the vendor;
  - (d) Arising out of repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from you, and then repackaged in the original container;
  - (e) Arising out of any failure to make inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
  - (f) Arising out of demonstration, installation servicing or repair operations, except such operations performed at the vendor's location in connection with the sale of the product; or
  - (g) Arising out of products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor.
- (2) A manager or lessor of premises, a lessor of leased equipment, or a mortgagee, assignee, or receiver is not an insured as respects **bodily injury, property damage, environmental damage or personal and advertising injury**:
- (a) Arising out of any **occurrence** that takes place after the equipment lease expires or you cease to be a tenant; or
  - (b) Arising out of structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor of premises, or mortgagee, assignee, or receiver.
- f. Any person or organization that has at least a 50% controlling interest in you but only with respect to **bodily injury, property damage, environmental damage or personal and advertising injury** arising out of their financial control of you.

### SECTION III – LIMITS OF INSURANCE AND DEDUCTIBLE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
  - a. Insureds;
  - b. **Claims** made or **suits** brought;
  - c. Persons or organizations making **claims** or bringing **suits**;
  - d. **Pollution incidents**;
  - e. Acts, errors or omissions; or
  - f. Benefits included in your **employee benefit program**.
2. The General Aggregate Limit:
  - a. Is the most we will pay for the sum of:
    - (1) Damages and **emergency response expense** under **COVERAGE PART I**, except damages because of **bodily injury, property damage or environmental damage** included in the **products-completed operations hazard** other than damages covered under **COVERAGE PART I – Coverage G: Contractors Pollution Liability**;
    - (2) Damages under **COVERAGE PART II**;
    - (3) Medical expense under **COVERAGE PART II**;