
CONTRACT DOCUMENTS AND SPECIFICATIONS



August 24, 2015

HALEY PIKE COMPOST PAD REPLACEMENT PHASE 2

BID NO. 120-2015

PREPARED BY



TETRATECH, INC.

424 Lewis Hargett Circle, Suite 110
Lexington, Kentucky 40503

**LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT
HALEY PIKE COMPOST PAD REPLACEMENT
PHASE 2**

FAYETTE COUNTY, KENTUCKY

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PROCUREMENT AND CONTRACTING

PART 1

ADVERTISEMENT FOR BIDS

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ADVERTISEMENT FOR BIDS

1. INVITATION

Sealed proposals for the following work will be received by the Lexington-Fayette Urban County Government (LFUCG) until 2:00 p.m., local time, **September 11, 2015**, for furnishing all labor and/or materials and performing all work as set forth by this advertisement, conditions (general and special), specifications, and/or the drawings prepared by and for Lexington-Fayette Urban County Government, Division of Waste Management. Immediately following the scheduled closing time for reception of bids, all proposals which have been submitted in accordance with the above will be publicly opened and read aloud.

2. DESCRIPTION OF WORK

Consisting of the construction and/or furnishing of items as listed in the Bid Schedule beginning on page P-6, Part III, Form of Proposal, of this document, for the Haley Pike Compost Pad Replacement – Phase 2, Lexington-Fayette County, Kentucky.

3. OBTAINING PLANS, SPECIFICATIONS, AND BID DOCUMENTS

Plans, Specifications, and Contract Documents may be obtained from the official bid document distributor, LYNN IMAGING, 328 Old Vine Street, Lexington, KY 40507, (859) 255-1021 or (www.lynnimaging.com) and click on plan room for a non-refundable price of \$50.00 for each full set of plans and documents plus shipping costs.

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

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

Builder's Exchange
1035 Strader Drive, Ste 100
Lexington, Kentucky 40505

LFUCG
Division of Waste Management
675 Byrd Thurman Drive
Lexington, Kentucky 40510

McGraw-Hill/F W Dodge
2321 Fortune Drive, Ste 112-A
Lexington, Kentucky 40509

4. METHOD OF RECEIVING BIDS

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

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

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

5. METHOD OF AWARD

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

6. BID WITHDRAWAL

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

7. BID SECURITY

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

8. SUBMISSION OF BIDS

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

time, **September 11, 2015**. Sealed proposals shall be clearly marked on the outside of the container as follows: Company Name and Address, Bid Invitation Number, and Project Name to be opened at 2:00 p.m. local time **September 11, 2015**. Bids are to remain sealed until official Bid closure time. Bids received after the scheduled closing time for receipt of bids will not be considered and will be returned unopened.

9. RIGHT TO REJECT

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

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

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

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

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

All submissions should be directed to:

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

11. NOTICE CONCERNING MWDDBE GOAL

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

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

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

For assistance in locating Disadvantaged Business Enterprises Subcontractors contact:

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

12. PRE-BID MEETING

A non-mandatory pre-bid meeting will be held at 10:00 A.M. local time on September 1, 2015 at the LFUCG Government Center, 200 East Main Street, 3rd Floor Conference Room, Lexington, KY 40507.

END OF SECTION

PART II
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PART II

INFORMATION FOR BIDDERS

1. RECEIPT AND OPENING OF BIDS

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

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

2. PREPARATION OF BID

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

3. SUBCONTRACTS

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

4. QUALIFICATION OF BIDDER

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

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

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

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

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

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

5. BID SECURITY

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

6. LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO CONTRACT

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

7. TIME OF COMPLETION AND LIQUIDATED DAMAGES

Bidder must agree to commence work on or before a date to be specified in a written "Notice to Proceed" from the OWNER and to fully complete the Project within the time as specified in the Contract. Bidder must agree also to pay **\$200.00** per day as liquidated damages, or the sum as specified in the Contract for each consecutive calendar day thereafter as hereinafter provided in the General Conditions.

8. EXAMINATION OF CONTRACT DOCUMENTS AND SITE

- A. It is the responsibility of each Bidder before submitting a Bid, to (a) examine the Contract Documents thoroughly, (b) visit the site(s) to become familiar with local conditions that may affect cost, progress, performance or furnishing of the work, (c) consider Federal, State and Local laws and regulations that may affect cost, progress, performance or furnishing of the work, (d) study and carefully correlate Bidder's observations with the Contract Documents, and (e) notify Consultant of all conflicts, errors or discrepancies in the Contract Documents.

- B. Bidders should examine the requirements of section 4 of the General Conditions for information pertaining to subsurface conditions, underground structures, underground facilities, and availability of lands, easements, and rights-of-way. The completeness of data, presented in the Contract Documents, pertaining to subsurface conditions, underground structures, and underground facilities for the purposes of bidding or construction is not assured. The Bidder will, at Bidder's own expense, make or obtain any additional examinations, investigations, explorations, tests and studies and obtain any additional information and data which pertain to the physical conditions (surface and subsurface) which may affect cost, progress, performance or furnishing of the Work and which Bidder deems necessary to determine its Bid for performing and furnishing the Work in accordance with the time, price, and other terms and conditions of the Contract Documents. On request in advance, OWNER will provide access to the site to conduct such explorations and tests as each Bidder deems necessary for submission of a bid. Bidder shall fill all holes, clean up and restore the site to its former condition upon completion of such explorations.

- C. The submission of a Bid will constitute an incontrovertible representation by the Bidder that Bidder has complied with every requirement of this paragraph 8; that without exception the Bid is premised upon furnishing and performing the Work required by the Contract Documents and such means, methods, techniques, sequences or procedures of construction as may be indicated in or required by the Contract Documents; and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

9. ADDENDA AND INTERPRETATIONS

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

10. SECURITY FOR FAITHFUL PERFORMANCE

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

11. POWER OF ATTORNEY

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

12. TAXES AND WORKMEN'S COMPENSATION

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

13. LAWS AND REGULATIONS

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

14. EROSION AND SEDIMENT CONTROL AND PERMITS

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

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

15. PREVAILING WAGE LAW AND MINIMUM HOURLY RATES

Federal 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 CONSULTANT and

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

19. ALTERNATE BIDS

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

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

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

20. SIGNING OF AGREEMENT

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

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

A. Outreach for MWDBE(s)

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

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

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

B. Bid Bond Assistance for MWDBE(s)

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

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

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

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

D. MWDBE Subcontractors

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

For a list of eligible subcontractors, please contact:

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

22. LFUCG NON-APPROPRIATION CLAUSE

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

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

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

PART III

FORM OF PROPOSAL

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PART III

Invitation to Bid No. 120-2015

Haley Pike Compost Pad Replacement – Phase 2

1. FORM OF PROPOSAL

Place: Lexington, Kentucky

Date: _____

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

This Proposal Submitted by _____

(Name and Address of Bidding Contractor)

(Hereinafter called "Bidder"), organized and existing under the laws of the State of _____, doing business as _____
_____ "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 **Haley Pike Compost Pad Replacement – Phase 2** 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 \$200.00 for each consecutive calendar day thereafter.

The Bidder hereby acknowledges receipt of the following addenda:

Addendum No. ____ Date _____

Addendum No. ____ Date _____

Addendum No. ____ Date _____

Addendum No. ____ Date _____

Addendum No. ____ Date _____

Addendum No. ____ Date _____

Addendum No. ____ Date _____

Addendum No. ____ Date _____

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

2. LEGAL STATUS OF BIDDER

Bidder _____

Date _____

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

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

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

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

3. BIDDERS AFFIDAVIT

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

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

COUNTY OF _____

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

_____ on this the _____ day of _____, 20_____.

My Commission expires: _____

NOTARY PUBLIC, STATE AT LARGE

4. BID SCHEDULE – SCHEDULE OF VALUES

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

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

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

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

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

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

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

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

No.	Item	Unit	Approx. Quantity	Unit Price	Total Item Amount
1	Mobilization (Max. 2% of Total Bid)	LS	1		
2	General Conditions (Max. 2% of Total Bid)	LS	1		
3	Demobilization (Min. 1% of Total Bid)	LS	1		
4	Surveying and Construction Staking	LS	1		
5	Storm Water Pollution Prevention and Erosion Control	LS	1		
6	Demolition and Removal of Ex. Compost Pad	Tons	5,308		
7	Excavation (Undercutting)	CY	5,736		
8	Compacted Fill Material	CY	5,019		
9	4" Perforated Pipe	LF	845		
10	No. 57 Stone	Tons	52		
11	Dense Graded Aggregate (DGA)	Tons	2,875		
12	Concrete	CY	1,950		

TOTAL OF ALL BID PRICES FOR Haley Pike Compost Pad Replacement – Phase 2 Project (Items 1 through 12) 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

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

(Attach Separate Sheet If Necessary)

6. Financial Condition:

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

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

_____(Surety)

Signed: _____(Representative of Surety)

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>

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

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

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

<u>NAME</u>	<u>POSITION DESCRIPTION</u>	<u>NO. OF YEARS WITH BIDDER</u>

11. DBE Participation on current bonded projects under contract:

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

(USE ADDITIONAL SHEETS IF NECESSARY)

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

6. LIST OF PROPOSED SUBCONTRACTORS

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

<u>BRANCH OF WORK - LIST EACH MAJOR ITEM</u> Such as: Grading, bituminous paving, concrete, seeding and protection, construction staking, etc.	<u>SUBCONTRACTOR</u>	<u>DBE</u> <u>Yes/No</u>	<u>% of Work</u>
1. _____	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, FORMS, AND GOOD FAITH EFFORTS**

A. GENERAL

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

B. PROCEDURES

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

C. DEFINITIONS

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

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

D. OBLIGATION OF BIDDER FOR GOOD FAITH EFFORTS

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

E. DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS

- 1) Bidders reaching the Goal are required to submit only the MWDBE Participation Form.” The form must be fully completed including names and telephone number of participating MWDBE firm(s); type of work to be performed; estimated value of the contract and value expressed as a percentage of the total Lump Sum Bid Price. The form must be signed and dated, and is to be submitted with the bid.
- 2) Bidders not reaching the Goal must submit the “MWDBE Participation Form”, the “Quote Summary Form” and a written statement documenting their Good Faith Effort to do so. If bid includes no MWDBE participation, bidder shall enter “None” on the subcontractor / supplier form). In addition, the bidder must submit written proof of their Good Faith Efforts to meet the Participation Goal:
 - a. Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow MWDBE firms to participate.
 - b. Included documentation of advertising in the above publications with the bidders good faith efforts package

- c. Attended LFUCG Central Purchasing Economic Inclusion Outreach event
- d. Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs of subcontracting opportunities
- e. Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms
- f. Requested a list of MWDBE subcontractors or suppliers from LFUCG Economic Engine and showed evidence of contacting the companies on the list(s).
- g. Contacted organizations that work with MWDBE companies for assistance in finding certified MWBDE firms to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.
- h. Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs soliciting their participation in the contract not less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.
- i. Followed up initial solicitations by contacting MWDBEs to determine their level of interest.
- j. Provided the interested MWBDE firm with adequate and timely information about the plans, specifications, and requirements of the contract.
- k. Selected portions of the work to be performed by MWDBE firms in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE participation, even when the prime contractor may otherwise perform these work items with its own workforce
- l. Negotiated in good faith with interested MWDBE firms not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.
- m. Included documentation of quotations received from interested MWDBE firms which were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.
- n. Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a

MWDBE quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE goals.

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

p. Made efforts to expand the search for MWBE firms beyond the usual geographic boundaries.

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

Failure to submit any of the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement. Documentation of Good Faith Efforts are to be submitted with the Bid, if the participation Goal is not met.



MINORITY BUSINESS ENTERPRISE PROGRAM

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

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

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

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

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

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

We have compiled the list below to help you locate certified MBE, WBE and DBE certified businesses. Below is a listing of contacts for LFUCG Certified MWDBEs in Economic Engine (<https://lfucg.economicengine.com>)

Business	Contact	Email Address	Phone
LFUCG	Marilyn Clark	mclark@lexingtonky.gov	859-258-3323
Commerce Lexington – Minority Business Development	Tyrone Tyra	ttyra@commercelexington.com	859-226-1625
Tri-State Minority Supplier Diversity Council	Sonya Brown	sbrown@tsmsdc.com	502-625-0137
Small Business Development Council	Dee Dee Harbut UK SBDC	dharbut@uky.edu	
	Shiree Mack	smack@uky.edu	
Community Ventures Corporation	James Coles	jcoles@cycky.org	859-231-0054
KY Department of Transportation	Melvin Bynes	Melvin.bynes@ky.gov	502-564-3601
	Shella Eagle	Shella.Eagle@ky.gov	502-564-3601
Ohio River Valley Women’s Business Council (WBENC)	Rea Waldon	rwaldon@gcul.org	513-487-6534
Kentucky MWBE Certification Program	Yvette Smith, Kentucky Finance Cabinet	Yvette.Smith@ky.gov	502-564-8099
National Women Business Owner’s Council (NWBOC)	Janet Harris-Lange	janet@nwbo.org	800-675-5066
Small Business Administration	Robert Coffey	robertcoffey@sba.gov	502-582-5971
LaVoz de Kentucky	Andres Cruz	lavozekey@yahoo.com	859-621-2106
The Key News Journal	Patrice Muhammad	paatricem@keynewsjournal.com	859-373-9428



LFUCG MWDBE PARTICIPATION FORM

Bid/RFP/Quote Reference # _____

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

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

Company

Company Representative

Date

Title



LFUCG MWDBE SUBSTITUTION FORM

Bid/RFP/Quote Reference # _____

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

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

Company

Company Representative

Date

Title



MWDBE QUOTE SUMMARY FORM

Bid/RFP/Quote Reference # _____

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

Company Name	Contact Person
Address/Phone/Email	Bid Package / Bid Date

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

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

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

Company

Company Representative

Date

Title



LFUCG SUBCONTRACTOR MONTHLY PAYMENT REPORT

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

Bid/RFP/Quote # _____

Total Contract Amount Awarded to Prime Contractor for this Project _____

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

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

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

Company

Company Representative

Date

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

- _____ Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow MWDBE firms to participate.
- _____ Included documentation of advertising in the above publications with the bidders good faith efforts package
- _____ Attended LFUCG Central Purchasing Economic Inclusion Outreach event
- _____ Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs of subcontracting opportunities
- _____ Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms
- _____ Requested a list of MWDBE subcontractors or suppliers from LFUCG Economic Engine and showed evidence of contacting the companies on the list(s).
- _____ Contacted organizations that work with MWDBE companies for assistance in finding certified MWBDE firms to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.
- _____ Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs soliciting their participation in the contract not less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.
- _____ Followed up initial solicitations by contacting MWDBEs to determine their level of interest.
- _____ Provided the interested MWBDE firm with adequate and timely information about the plans, specifications, and requirements of the contract.
- _____ Selected portions of the work to be performed by MWDBE firms in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE participation, even when the prime contractor may otherwise perform these work items with its own workforce

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

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

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

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

- _____ Made efforts to expand the search for MWDBE firms beyond the usual geographic boundaries.

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

Failure to submit any of the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement. Documentation of Good Faith Efforts are to be submitted with the Bid, if the participation Goal is not met.

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

Company

Company Representative

Date

Title

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

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

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

9. STATEMENT OF EXPERIENCE

NAME OF INDIVIDUAL: _____

POSITION/TITLE: _____

STATEMENT OF EXPERIENCE: _____

NAME OF INDIVIDUAL: _____

POSITION/TITLE: _____

STATEMENT OF EXPERIENCE: _____

NAME OF INDIVIDUAL: _____

POSITION/TITLE: _____

STATEMENT OF EXPERIENCE: _____

NAME OF INDIVIDUAL: _____

POSITION/TITLE: _____

STATEMENT OF EXPERIENCE: _____

NAME OF INDIVIDUAL: _____

POSITION/TITLE: _____

STATEMENT OF EXPERIENCE: _____

NAME OF INDIVIDUAL: _____

POSITION/TITLE: _____

STATEMENT OF EXPERIENCE: _____

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

10. EQUAL OPPORTUNITY AGREEMENT

The Law

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

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

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

Bidders

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

Signature

Name of Business

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

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

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

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

The Act further provides:

KRS 45.610. Hiring minorities – Information required

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

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

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

KRS 45.630 Termination of existing employee not required, when

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

KRS 45.640 Minimum skills

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

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

11. EQUAL EMPLOYMENT OPPORTUNITY AFFIRMATIVE ACTION POLICY

It is the policy of _____
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: _____ Date: _____ / _____ / _____

Categories	Total	White		Black		Other		Total	
		M	F	M	F	M	F	M	F
Administrators									
Professionals									
Superintendents									
Supervisors									
Foremen									
Technicians									
Protective Service									
Para-Professionals									
Office/Clerical									
Skilled Craft									
Service/Maintenance									
Total:									

Prepared By: _____

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: _____ Employee ID: _____
 Address: _____ Phone: _____

Project to be insured: _____

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

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

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

Agency or Brokerage _____ Name of Authorized Representative _____
 Street Address _____ Title _____
 City _____ State _____ Zip _____ Authorized Signature _____
 Telephone Number _____ Date _____

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: _____

BID NUMBER: _____

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

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

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

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

Name of Firm Submitting Bid

Signature of Authorized Official

Title

Date

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: _____

Project: _____

Printed Name and Title of Authorized Representative: _____

Signature: _____

Date: _____

END OF SECTION



Steven L. Beshear
Governor

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

Larry Roberts
Secretary

Anthony Russell
Commissioner

August 19, 2015

Chris Hale
Tetron Tech., Inc.
424 Lewis Hargett Circle Ste. 110
Lexington KY 40503

Re: LFUCG, Haley Pike Compost Pad Replacement - Phase 2

Advertising Date as Shown on Notification: August 25, 2015

Dear Chris Hale:

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

I am enclosing a copy of the current prevailing wage determination number CR 1-012, dated November 6, 2014 for FAYETTE County. This schedule of wages shall be attached to and made a part of the specifications for the work, printed on the bidding blanks, and made a part of the contract for the construction of the public works between the public authority and the successful bidder or bidders.

The determination number assigned to this project is based upon the advertising date contained in your notification. There may be modifications to this wage determination prior to the advertising date indicated. In addition, if the contract is not awarded within 90 days of this advertising date or if the advertising date is modified, a different set of prevailing rates of wages may be applicable. It will be the responsibility of the public authority to contact this office and verify the correct schedule of the prevailing rates of wages for use on the project. Your project number is as follows: 034-H-01373-14-1, Heavy/Highway

Sincerely,

Anthony Russell
Commissioner



An Equal Opportunity Employer M/F/D

**KENTUCKY LABOR CABINET
PREVAILING WAGE DETERMINATION
CURRENT REVISION
LOCALITY NO. 012**

FAYETTE COUNTY

Determination No. CR 1-012

Date of Determination: November 6, 2014

PROJECT NO. 034-H-01373-14-1

_____BLDG __x__HH

This schedule of the prevailing rate of wages for Locality No. 012, which includes Fayette County, has been determined in accordance with the provisions of KRS 337.505 to 337.550. This determination shall be referred to as Prevailing Wage Determination No. CR 1-012.

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

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

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

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

BUILDING CONSTRUCTION

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

HIGHWAY CONSTRUCTION

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

HEAVY CONSTRUCTION

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



Anthony Russell, Commissioner
Department of Workplace Standards
Kentucky Labor Cabinet

ASBESTOS/INSULATION WORKERS:		BASE RATE	\$24.92
		FRINGE BENEFITS	12.57

BOILERMAKERS:		BASE RATE	\$21.75
		FRINGE BENEFITS	11.76

BRICKLAYERS:		BASE RATE	\$24.31
Bricklayers:		FRINGE BENEFITS	11.40

Firebrick & Refractory:		BASE RATE	\$26.08
		FRINGE BENEFITS	11.42

Sawman & Layman:		BASE RATE	24.56
		FRINGE BENEFITS	11.40

CARPENTERS:		BASE RATE	\$22.72
Carpenters:	BUILDING	FRINGE BENEFITS	13.01
(Includes Drywall Finisher)			

Piledrivermen:	BUILDING	BASE RATE	\$23.22
		FRINGE BENEFITS	13.01

Carpenters:	HEAVY & HIGHWAY	BASE RATE	\$26.90
		FRINGE BENEFITS	14.50

Piledriver:	HEAVY & HIGHWAY	BASE RATE	\$27.15
		FRINGE BENEFITS	14.50

Divers:	HEAVY & HIGHWAY	BASE RATE	\$40.73
		FRINGE BENEFITS	14.50

CEMENT MASONS:		BASE RATE	\$22.00
		FRINGE	12.75

ELECTRICIANS:		BASE RATE	\$29.88
		FRINGE BENEFITS	14.78

When workmen are required to work from bosun chairs, trusses, stacks, tanks, scaffolds, catwalks, radio and T.V. towers, structural steel (open, unprotected, unfloored raw steel) and bridges or similar hazardous locations where workmen are subject to a direct fall: 50 feet to 75 feet – add 25% above the workman's hourly rate, over 75 feet add 50% above workman's hourly rate. No premium shall be paid on work performed using JLGs, bucket trucks or other similar elevated mechanized work platforms up to 75 feet above the surface upon which the platform sits.

LINEMAN:	HEAVY HIGHWAY	BASE RATE	\$34.13
		FRINGE BENEFITS	11.97

EQUIPMENT OPERATOR:	HEAVY HIGHWAY	BASE RATE	\$30.51
		FRINGE BENEFITS	11.26

GROUNDSMAN:	HEAVY HIGHWAY	BASE RATE	\$20.21
		FRINGE BENEFITS	9.19

ELEVATOR CONSTRUCTORS:BASE RATE	\$30.46	
	FRINGE BENEFITS	8.92

GLAZIERS:	BASE RATE	\$24.15
	FRINGE BENEFITS	11.45

IRONWORKERS:	BASE RATE	\$26.97
	FRINGE BENEFITS	20.01

LABORERS / BUILDING:

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

BUILDING	*BASE RATE	\$21.01
	FRINGE BENEFITS	11.09

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

BUILDING	*BASE RATE	\$21.41
	FRINGE BENEFITS	11.09

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

BUILDING	*BASE RATE	\$21.61
	FRINGE BENEFITS	11.09

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

BUILDING	*BASE RATE	\$21.71
	FRINGE BENEFITS	11.09

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

BUILDING	*BASE RATE	\$22.21
	FRINGE BENEFITS	11.09

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

BUILDING	*BASE RATE	\$22.51
	FRINGE BENEFITS	11.09

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

LABORERS / HEAVY & HIGHWAY:

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

HEAVY & HIGHWAY	BASE RATE	\$21.80
	FRINGE BENEFITS	12.36

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

HEAVY & HIGHWAY	BASE RATE	\$22.05
	FRINGE BENEFITS	12.36

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

HEAVY & HIGHWAY	BASE RATE	\$22.10
	FRINGE BENEFITS	12.36

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

HEAVY & HIGHWAY	BASE RATE	\$22.70
	FRINGE BENEFITS	12.36

MARBLE, TILE & TERRAZZO:

Finishers:

BASE RATE	\$15.48
FRINGE BENEFITS	0.00

Setters:

BASE RATE	\$22.49
FRINGE BENEFITS	0.00

MILLWRIGHTS:

BASE RATE	\$24.18
FRINGE BENEFITS	15.67

OPERATING ENGINEERS / BUILDING:

NCCCO OR OSCP CERTIFIED

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

BUILDING	BASE RATE	\$28.75
	FRINGE BENEFITS	14.15

OPERATING ENGINEERS / BUILDING: CONTINUED

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

BUILDING	*BASE RATE	\$27.66
	FRINGE BENEFITS	14.15

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

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

BUILDING	BASE RATE	\$24.68
	FRINGE BENEFITS	14.15

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

BUILDING	BASE RATE	\$23.85
	FRINGE BENEFITS	14.15

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

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

HEAVY HIGHWAY	BASE RATE	\$29.95
	FRINGE BENEFITS	14.15

OPERATING ENGINEERS / HEAVY HIGHWAY: CONTINUED

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

HEAVY & HIGHWAY	BASE RATE	\$28.85
	FRINGE BENEFITS	14.15

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

HEAVY HIGHWAY CLASS B: All air compressors (over 900 cu. ft. per min.), bituminous mixer, boom type tamping machine, bull float, concrete mixer (under 21 cu. ft.), dredge engineer, electric vibrator compactor/self-propelled compactor, elevator (one drum or buck hoist), elevator (regardless of ownership when used to hoist building material), finish machine, firemen, flexplane, forklift (regardless of lift height), form grader, hoist (one drum), joint sealing machine, mechanic helper, outboard motor boat, power sweeper (riding type), roller (rock), ross carrier, skid mounted or trailer mounted concrete pumps, skid steer machine with all attachments, switchman or brakeman, throttle valve man, Tract air and road widening trencher, tractor (50 HP and over), truck crane oiler, tugger, welding machine, well points, and whirley oiler:

HEAVY & HIGHWAY	BASE RATE	\$26.24
	FRINGE BENEFITS	14.15

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

HEAVY & HIGHWAY	BASE RATE	\$26.65
	FRINGE BENEFITS	14.15

HEAVY HIGHWAY CLASS C: Bituminous distributor, burlap and curing machine, caisson drill and core drill helper (track or skid mounted), cement gun, concrete saw, conveyor, deckhand oiler, grout pump, hydraulic post driver, hydro seeder, mud jack, oiler, paving joint machine, power form handling equipment, pump, roller (earth), steermen, tamping machine, tractors (under 50 H.P.) and vibrator:

HEAVY & HIGHWAY	BASE RATE	\$25.95
	FRINGE BENEFITS	14.15

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

PAINTERS:

Brush, roller & paperhanger:

BASE RATE	\$17.87
FRINGE BENEFITS	9.10

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

BASE RATE	\$18.37
FRINGE BENEFITS	9.10

PLASTERERS:

BASE RATE	\$20.65
FRINGE BENEFITS	5.85

PLUMBERS & PIPEFITTERS:		BASE RATE	\$31.00
		FRINGE BENEFITS	17.06

ROOFERS: (Excluding Metal Roofs)		BASE RATE	\$22.03
		FRINGE BENEFITS	9.10

SHEETMETAL WORKERS: (Including Metal Roofs)		BASE RATE	\$28.00
		FRINGE BENEFITS	13.59

SPRINKLER FITTERS:		BASE RATE	\$30.14
		FRINGE BENEFITS	17.37

TRUCK DRIVERS / BUILDING:

Truck Helper and Warehouseman:	BUILDING	BASE RATE	\$19.05
		*FRINGE BENEFITS	11.08

Driver - 3 tons and under, Greaser, Tire Changer and Mechanic Helper:	BUILDING	BASE RATE	\$19.17
		*FRINGE BENEFITS	11.08

Driver - over 3 tons, Drivers, Semi-Trailer or Pole Trailer; Dump Trucks, Tandem Axle; Farm Tractor when used to pull building material or equipment:	BUILDING	BASE RATE	\$19.28
		*FRINGE BENEFITS	11.08

Drivers, Concrete Mixer Trucks (all types, hauling on job sites only); Truck Mechanics:	BUILDING	BASE RATE	\$19.35
		*FRINGE BENEFITS	11.08

Drivers, Euclid and other Heavy Earth Moving Equipment and Low Boy, Winch Truck and A-Frame Truck and Monorail Truck when used to transport building materials, Forklift Truck when used inside warehouse or storage area:	BUILDING	BASE RATE	\$19.45
		*FRINGE BENEFITS	11.08

BUILDING TRUCK DRIVERS: Drivers working or hauling to or from any hazardous or toxic site will add \$4.00 to base rate. *TRUCK DRIVER FRINGE BENEFITS apply to employees who have been employed a minimum or twenty (20) calendar days within any ninety (90) consecutive day period of that employer.

TRUCK DRIVERS / HEAVY HIGHWAY:

Mobile batch truck helper:	HEAVY & HIGHWAY	BASE RATE	\$16.57
		FRINGE BENEFITS	7.34

Greaser, tire changer and mechanic helper:	HEAVY & HIGHWAY	BASE RATE	\$16.68
		FRINGE BENEFITS	7.34

Single axle dump, flatbed, semi-trailer or pole trailer when used to pull building materials and equipment, tandem axle dump, distributor and truck mechanic:	HEAVY & HIGHWAY	BASE RATE	\$16.86
		FRINGE BENEFITS	7.34

TRUCK DRIVERS / HEAVY HIGHWAY: CONTINUED

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

HEAVY & HIGHWAY

BASE RATE	\$16.96
FRINGE BENEFITS	7.34

**END OF DOCUMENT
CR 1-012
NOVEMBER 6, 2014**

PART IV
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PART IV

GENERAL CONDITIONS

1. DEFINITIONS

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

1.1 Addenda

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

1.2 Agreement

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

1.3 Application for Payment

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

1.4 Bid

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

1.5 Bidder

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

1.6 Bonds

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

1.7 Calendar Day

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

1.8 Change Order

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

1.9 Contract Documents

The Advertisement for Bidders, Information for Bidders, Agreement, Addenda (which pertain to the Contract Documents), CONTRACTOR'S Bid (including documentation accompanying the Bid and any post-bid documentation submitted prior to the Notice of Award) when attached as an exhibit to the Agreement, the Bonds, these General Conditions, the Special Conditions, the Specifications and the Drawings as the same are more specifically identified in the Agreement, together with all amendments, modifications and supplements.

1.10 Contract Unit Price

The monies payable by OWNER to CONTRACTOR under the Contract Documents as stated in the Agreement. Unit Prices are to be firm for the term of this Contract.

1.11 Contract Time

The number of consecutive calendar days between the date of issuance of the Notice to Proceed and the contract completion date.

1.12 CONTRACTOR

The person, firm or corporation with whom OWNER has entered into the Agreement.

1.13 Defective

An adjective which when modifying the word Work refers to Work that is unsatisfactory, faulty or deficient, or does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents, or has been damaged prior to CONSULTANT'S recommendation of final payment (unless responsibility for the protection thereof has been assumed by OWNER).

1.13 Drawings

The drawings which show the character and scope of the Work to be performed and which have been prepared or approved by CONSULTANT and are referred to in the Contract Documents.

1.15 Effective Date of the Agreement

The date indicated in the Agreement on which it becomes effective.

1.16 CONSULTANT

The Lexington-Fayette Urban County Government or its authorized representative.

1.17 Field Order

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

1.18 Giving Notice

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

1.19 Laws and Regulations

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

1.20 Notice of Award

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

1.21 Notice to Proceed

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

1.22 OWNER

The Lexington-Fayette Urban County Government.

1.23 Partial Utilization

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

1.24 Project

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

1.25 Inspector

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

1.26 Shop Drawings

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

1.27 Specifications

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

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

1.28 Standard Specifications

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

1.29 Subcontractor

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

1.30 Special Conditions

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

1.31 Supplier

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

1.32 Underground Facilities

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

1.33 Unit Price Work

Work to be paid on the basis of unit prices.

1.34 Work

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

1.35 Time Period

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

2. PRELIMINARY MATTERS

2.1 Delivery of Bonds

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

2.2 Copies of Documents

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

2.3 Commencement of Contract Time; Notice to Proceed

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

2.4 Starting the Project

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

2.5 Before Starting Construction

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

2.6 Submittal of Schedules

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

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

2.6.2 a preliminary schedule of Shop Drawing submissions; and

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

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

2.7 Preconstruction Conference

Before CONTRACTOR starts the Work at the proposed site, a conference attended by CONTRACTOR, CONSULTANT, EEO-Affirmative Action Officer, and other appropriate parties will be held to discuss the following issues: (1) The scheduling of the Work to be completed; (2) The procedures for handling shop drawings and other submittals; (3) The processing of applications for payment; (4) The establishment of an understanding among the involved parties in regard to the proposed project; 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, CONSULTANT and others as appropriate will be held to finalize the schedules submitted in accordance with paragraph 2.6. The finalized progress schedule will be acceptable to CONSULTANT as providing orderly progression of the Work to completion within the Contract Time, but such acceptance will neither impose on CONSULTANT responsibility for the progress or scheduling of the Work nor relieve CONTRACTOR from full responsibility thereof. The finalized schedule of Shop Drawing submissions will be acceptable to CONSULTANT as providing a workable arrangement for processing the submissions. The finalized schedule of values will be acceptable to CONSULTANT as to form and substance.

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

3.1 General

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

3.2 Intent

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

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

3.3 Conflicts

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

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

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

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

3.4 Amending and Supplementing Contract Documents

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

3.5 Reuse of Documents

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

4. AVAILABILITY OF LANDS; PHYSICAL CONDITIONS, REFERENCE POINTS

4.1 Availability of Lands

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

4.2 Physical Conditions

4.2.1 Explorations and Reports

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

4.2.2 Existing Structures

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

responsibility with respect to physical conditions in or relating to such structures.

4.2.3 Report of Differing Conditions

If CONTRACTOR believes that:

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

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

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

4.2.4 CONSULTANT'S Review

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

4.2.5 Possible Document Change

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

4.2.6 Possible Price and Time Adjustments

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

4.3 Physical Conditions-Underground Facilities

4.3.1 Shown or Indicated

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

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

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

4.3.2 Not Shown or Indicated

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

4.4 Reference Points

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

5. CONTRACTOR'S RESPONSIBILITIES

5.1 Supervision

CONTRACTOR shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. CONTRACTOR shall assure that all CONTRACTOR personnel (including

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

5.2 Superintendence

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

5.3 Labor

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

5.4 Start-Up and Completion of Work

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

5.5 Materials and Equipment

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

5.5.1 Not Clearly Specified or Indicated

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

5.5.2 Coordination of Work

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

5.6 Adjusting Progress Schedule

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

5.7 Substitutes or “Or-Equal” Items

5.7.1 General

Whenever materials or equipment are specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular supplier, the naming of the item is intended to establish the type, function, and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other

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

5.7.2 Substitutes

If a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents, CONTRACTOR may furnish or utilize a substitute means, method, sequence, technique or procedure of construction acceptable to OWNER/CONSULTANT, if CONTRACTOR submits sufficient information to allow OWNER/CONSULTANT to determine that the substitute proposed is equivalent to that indicated or required by the Contract Documents. The procedure for review by OWNER/CONSULTANT will be similar to that provided in paragraph 5.7.1 as applied by OWNER/CONSULTANT.

5.7.3 OWNER/CONSULTANT'S Approval

OWNER/CONSULTANT will be allowed a reasonable time within which to evaluate each proposed substitute. OWNER/CONSULTANT will be the sole judge of acceptability, and no substitute will be ordered, installed

or utilized without OWNER/CONSULTANT'S prior written acceptance which will be evidenced by either a Change Order or an approved Shop Drawing. OWNER may require CONTRACTOR to furnish at CONTRACTOR'S expense a special performance guarantee or other surety with respect to any substitute. OWNER/CONSULTANT will record time required by OWNER/CONSULTANT and OWNER/CONSULTANT'S consultants in evaluating substitutions proposed by CONTRACTOR and in making changes in the Contract Documents occasioned thereby. Whether or not OWNER/CONSULTANT accepts a proposed substitute, CONTRACTOR shall reimburse OWNER for the charges of OWNER/CONSULTANT and OWNER/CONSULTANT'S consultants for evaluating each proposed substitute.

5.8 Subcontractors, Suppliers, and Others

5.8.1 Acceptable to CONSULTANT

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

5.8.2 Objection after Due Investigation

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

5.8.3 Contractor Responsible for Acts of Subcontractors

The CONTRACTOR shall perform on the site, and with its own organization, work equivalent to at least fifty (50) percent of the total amount of Work to be performed under the Contract. This percentage may be

reduced by a supplemental agreement to this Contract if, during performing the Work, the CONTRACTOR requests a reduction and the Urban County project manager determines that the reduction would be to the advantage of the Urban County Government.

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

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

5.8.4 Division of Specifications

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

5.8.5 Agreement Between Contractor and Subcontractors

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

5.8.6 Statements and Comments by CONTRACTOR

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

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

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

5.9 Patent Fees and Royalties

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

5.10 Permits

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

5.11 Laws and Regulations

5.11.1 CONTRACTOR to Comply

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

5.11.2 Specifications and Drawings at Variance

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

Any party, firm or individual submitting a proposal pursuant to invitation must have paid all taxes owed to the Lexington-Fayette Urban County

Government at the time the proposal is submitted, and must maintain a "current" status in regard to those taxes throughout the Contract. If applicable, business must be licensed in Fayette County.

5.12 Taxes

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

5.13 Use of Premises

5.13.1 Project Site

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

5.13.2 Clean Up

During the progress of the Work, CONTRACTOR shall keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the Work. At the completion of the Work, CONTRACTOR shall remove all waste materials, rubbish and debris from and about the premises as well as all tools, appliances, construction equipment and

machinery, and surplus materials, and shall leave the site clean and ready for occupancy by OWNER. CONTRACTOR shall restore to original condition all property not designated for alteration by the Contract Documents.

5.13.1 Loading of Structures

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

5.14 Record Drawings

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

5.15 Shop Drawings and Samples

5.15.1 Shop Drawing Submittals

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

5.15.2 Sample Submittals

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

5.15.3 Review by CONTRACTOR

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

5.15.4 Notice of Variation

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

5.15.5 CONSULTANT'S Approval

CONSULTANT will review and approve with reasonable promptness Shop Drawings and samples, but CONSULTANT'S review and approval will be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents and shall not extend to means, methods, techniques, sequences or procedures of construction (except where a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions. CONTRACTOR shall make corrections required by CONSULTANT, and shall return the required number of corrected copies of Shop Drawings and submit, as required, new samples for review and approval. CONTRACTOR shall direct specific attention in writing to revisions other than the corrections called for by CONSULTANT on previous submittals.

5.15.6 Responsibility for Errors and Omissions

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

5.15.7 Cost of Related Work

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

5.16 Continuing the Work

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

5.17 Erosion and Sediment Control

5.17.1 General Environmental Requirements

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

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

5.17.2 Stormwater Pollution Prevention

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

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

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

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

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

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

6. OTHER WORK

6.1 Related Work at Site

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

6.2 Other Contractors or Utility Owners

CONTRACTOR shall afford each utility owner and other contractor who is a party to such a direct contract (or OWNER, if OWNER is performing the additional work with OWNER'S employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such work, and shall properly connect and coordinate the Work with theirs. CONTRACTOR shall do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. CONTRACTOR shall not endanger any work of others by cutting,

excavating or otherwise altering their work and will only cut or alter their work with the written consent of CONSULTANT and the others whose work will be affected. The duties and responsibilities of CONTRACTOR under this paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of CONTRACTOR in said direct contracts between OWNER and such utility owners and other contractors.

6.3 Delays Caused by Others

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

6.4 Coordination

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

7. OWNER'S RESPONSIBILITIES

7.1 Communications

OWNER shall issue all communications to CONTRACTOR through CONSULTANT.

7.2 Data and Payments

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

7.3 Lands, Easements, and Surveys

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

7.4 Change Orders

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

7.5 Inspections, Tests and Approvals

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

7.6 Stop or Suspend Work

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

8. CONSULTANT'S STATUS DURING CONSTRUCTION

8.1 OWNER'S Representative

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

8.2 Visits to Site

CONSULTANT will make visits to the site at intervals appropriate to the various stages of construction to observe the progress and quality of the executed Work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. CONSULTANT will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. CONSULTANT'S efforts will be directed toward providing for OWNER a greater degree of confidence that the completed Work will conform to the Contract Documents. On the basis of such visits and on-site observations, CONSULTANT will keep OWNER informed of the progress of the Work and will endeavor to guard OWNER against defects and deficiencies in the Work.

8.3 Project Representation

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

8.4 Clarifications and Interpretations

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

8.5 Authorized Variations in Work

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

8.6 Rejecting Defective Work

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

8.7 Shop Drawings

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

8.8 Change Orders

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

8.9 Payments

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

8.10 Determinations for Unit Prices

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

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

8.11 Decision on Disputes

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

8.12 Limitations on CONSULTANT's Responsibilities

8.12.1 CONTRACTOR, Supplier, or Surety

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

8.12.2 To Evaluate the Work

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

8.12.3 CONTRACTOR'S Means, Methods, Etc.

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

8.12.4 Acts of Omissions of CONTRACTOR

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

9. CHANGES IN THE WORK

9.1 OWNER May Order Change

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

9.2 Claims

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

9.3 Work Not in Contract Documents

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

9.4 Change Orders

OWNER and CONTRACTOR shall execute appropriate Change Orders covering:

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

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

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

9.5 Notice of Change

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

10. CHANGE OF CONTRACT PRICE

10.1 Total Compensation

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

10.2 Claim for Increase or Decrease in Price

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

10.3 Value of Work

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

10.3.1 Unit Prices

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

10.3.2 Lump Sum

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

10.3.3 Cost Plus Fee

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

10.4 Cost of the Work

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

10.4.1 Payroll Costs

Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the Work under schedules of job classifications agreed upon by OWNER and CONTRACTOR. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of

fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, workers' or workmen's compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. Such employees shall include superintendents and foremen at the site. The expenses of performing Work after regular working hours, on Saturday, Sunday or legal holidays, shall be included in the above to the extent authorized by OWNER.

10.4.2 Materials and Equipment Costs

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

10.4.3 Subcontractor Costs

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

10.4.4 Special Consultant Costs

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

10.4.5 Supplemental Costs

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

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

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

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

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

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

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

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

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

10.5 Not to Be Included in Cost of the Work

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

10.5.1 Costs of Officers and Executives

Payroll costs and other compensation of CONTRACTOR'S officers, executives, principals (of partnership and sole proprietorships), general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed by CONTRACTOR whether at the site or in CONTRACTOR'S principal or a branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in paragraph 10.4.1 or specifically covered by paragraph 10.4.4 - all of which are to be considered administrative costs covered by the CONTRACTOR'S fee.

10.5.2 Principal Office

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

10.5.3 Capital Expense

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

10.5.4 Bonds and Insurance

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

10.5.5 Costs Due to Negligence

Costs due to the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of

defective Work, disposal of materials or equipment wrongly supplied and making good any damage to property.

10.5.6 Other Costs

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

10.6 Contractor's Fee

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

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

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

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

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

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

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

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

10.7 Itemized Cost Breakdown

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

10.8 Cash Allowances

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

10.8.1 Materials and Equipment

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

10.8.2 Other Costs

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

10.8.3 Change Order

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

10.9 Unit Price Work

10.9.1 General

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

10.9.2 Overhead and Profit

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

10.9.3 Claim for Increase in Unit Price

Where the quantity of any item of Unit Price Work performed by CONTRACTOR differs materially and significantly from the estimated

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

11. CHANGE OF CONTRACT TIME

11.1 Change Order

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

11.2 Justification for Time Extensions

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

11.3 Time Limits

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

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

12.1 Warranty and Guarantee

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

12.2 Access to Work

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

12.3 Tests and Inspections

12.3.1 Timely Notice

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

12.3.2 Requirements and Responsibilities

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

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

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

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

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

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

12.3.3 On-Site Construction Test and Other Testing

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

12.3.4 Covered Work

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

12.3.5 CONTRACTOR'S Obligation

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

12.4 OWNER May Stop the Work

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

12.5 Correction or Removal of Defective Work

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

12.6 One Year Correction Period

If within one year after the date of Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any Work is found to be defective, CONTRACTOR shall promptly, without cost to OWNER and in accordance with OWNER'S written instructions, either correct such defective Work, or, if it has been rejected by OWNER, remove it from the site and replace it with non-defective Work. If

CONTRACTOR does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, OWNER may have the defective Work corrected or the rejected Work removed and replaced, and all direct, indirect and consequential costs of such removal and replacement (including but not limited to fees and charges of engineers, architects, attorneys and other professionals) will be paid by CONTRACTOR. In special circumstances where a particular item of equipment is placed in continuous service before Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications or by Change Order.

12.7 Acceptance of Defective Work

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

12.8 OWNER May Correct Defective Work

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

the Work attributable to the exercise by OWNER of OWNER'S rights and remedies hereunder.

13. PAYMENTS TO CONTRACTOR AND COMPLETION

13.1 Schedule of Values

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

13.2 Application for Progress Payment

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

13.3 CONTRACTOR'S Warranty of Title

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

13.4 Review of Applications for Progress Payment

13.4.1 Submission of Application for Payment

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

13.4.2 CONSULTANT'S Recommendation

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

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

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

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

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

13.5 Partial Utilization

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

13.6 Final Inspection

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

13.7 Final Application for Payment

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

13.8 Final Payment and Acceptance

13.8.1 CONSULTANT'S Approval

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

13.8.2 Delay in Completion of Work

If, through no fault of CONTRACTOR, final completion of the Work is significantly delayed, OWNER shall, upon receipt of CONTRACTOR'S final Application for Payment and recommendation of CONSULTANT, and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by OWNER for Work not fully completed or corrected is

less than the retainage stipulated in the Agreement, and if Bonds have been furnished as required in paragraph 10 of Part II, Information for Bidders, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by CONTRACTOR to CONSULTANT with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

13.9 CONTRACTOR'S Continuing Obligation

CONTRACTOR'S obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. Neither recommendation of any progress or final payment by CONSULTANT, nor the issuance of a certificate of Completion, nor any payment by OWNER to CONTRACTOR under the Contract Documents, nor any use or occupancy of the Work or any part thereof by OWNER, nor any act of acceptance by OWNER nor any failure to do so, nor any review and approval of a Shop Drawing or sample submission, nor any correction of defective Work by OWNER will constitute an acceptance of Work not in accordance with the Contract Documents or a release of CONTRACTOR'S obligation to perform the Work in accordance with the Contract Documents (except as provided in paragraph 13.10).

13.10 Waiver of Claims

The making and acceptance of final payment will constitute:

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

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

14. SUSPENSION OF WORK AND TERMINATION

14.1 OWNER May Suspend Work

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

14.2 OWNER May Terminate

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

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

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

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

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

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

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

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

14.2.8 if CONTRACTOR disregards the authority of CONSULTANT, or

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

OWNER may, after giving CONTRACTOR (and the surety) seven days' written notice and to the extent permitted by Laws and Regulations,

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

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

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

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

14.3 CONTRACTOR'S Services Terminated

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

14.4 Payment after Termination

Upon seven days' written notice to CONTRACTOR, OWNER may, without cause and without prejudice to any other right or remedy, elect to abandon the Work and terminate the Agreement. In such case, CONTRACTOR shall be paid for all Work

executed and any expense sustained plus reasonable termination expenses, which will include, but not be limited to, direct, indirect and consequential costs (including, but not limited to, fees and charges of engineers, architects, attorneys and other professionals and court and arbitration costs).

14.5 CONTRACTOR May Stop Work or Terminate

If, through no act or fault of CONTRACTOR, the Work is suspended for a period of more than ninety days by OWNER or under an order of court or other public authority, or CONSULTANT fails to act on any Application for Payment within sixty days after it is submitted, or OWNER fails for sixty days to pay CONTRACTOR any sum finally determined to be due, then CONTRACTOR may, upon seven days' written notice to OWNER and CONSULTANT, terminate the Agreement and recover from OWNER payment for all Work executed and any expense sustained plus reasonable termination expenses. In addition and in lieu of terminating the Agreement, if CONSULTANT has failed to act on an Application for Payment or OWNER has failed to make any payment as aforesaid, CONTRACTOR may upon seven days' written notice to OWNER and CONSULTANT stop the Work until payment of all amounts then due. The provisions of this paragraph shall not relieve CONTRACTOR of the obligations under paragraph 5.16 to carry on the Work in accordance with the progress schedule and without delay during disputes and disagreements with OWNER.

15. MISCELLANEOUS

15.1 Claims for Injury or Damage

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

15.2 Non-Discrimination in Employment

The CONTRACTOR shall comply with the following requirements prohibiting discrimination:

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

KRS 344.200 has been attempted and failed, by the Lexington-Fayette County Human Rights Commission.

15.2.2 That it is an unlawful practice for an employer:

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

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

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

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

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

15.3 Temporary Street Closing or Blockage

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

15.4 Percentage of Work Performed by prime CONTRACTOR

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

15.5 Clean-up

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

15.6 General

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

15.7 Debris Disposal

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

END OF SECTION

PART V
SPECIAL CONDITIONS
INDEX

1 BLASTINGSC-2

2 RISK MANAGEMENT PROVISIONS –
INSURANCE AND INDEMNIFICATIONSC-2

3 WAGE SCALE (if applicable)SC-5

1. **BLASTING** – not applicable, blasting is not allowed.

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

INDEMNIFICATION AND HOLD HARMLESS PROVISION

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

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

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

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

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

FINANCIAL RESPONSIBILITY

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

INSURANCE REQUIREMENTS

YOUR ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW, 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 unless it is deemed not to apply by LFUCG.
- e. The General Liability Policy shall include a Pollution liability and/or Environmental Casualty endorsement unless it is deemed no 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.

Safety and Loss Control

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

Verification of Coverage

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

Right to Review, Audit and Inspect

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

DEFAULT

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

00498409

- 3. WAGE SCALES** – Wage scales from the Kentucky Labor Cabinet are attached.

END OF SECTION

PART VI
CONTRACT AGREEMENT

INDEX

1. SCOPE OF WORK..... CA-2

2. TIME OF COMPLETION..... CA-2

3. ISSUANCE OF WORK ORDERS CA-2

4. THE CONTRACT SUM CA-2

5. PROGRESS PAYMENTS CA-3

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

7. THE CONTRACT DOCUMENTS..... CA-3

8. EXTRA WORK..... CA-3

9. ENUMERATION OF SPECIFICATIONS AND DRAWINGS..... CA-4

PART VI

CONTRACT AGREEMENT

THIS AGREEMENT, made on the _____ day of _____, 20____, by and between **Lexington-Fayette Urban County Government**, acting herein called "OWNER" and _____ **(bidder's name)** _____, doing business as *(an individual) (a partnership) (a corporation) located in the City of _____, County of _____, and State of _____, hereinafter called "CONTRACTOR."

WITNESSETH: That the CONTRACTOR and the OWNER in consideration of _____ Dollars and _____ Cents (\$ _____) quoted in the proposal by the CONTRACTOR, dated _____, hereby agree to commence and complete the construction described as follows:

1. SCOPE OF WORK

The CONTRACTOR shall furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, the General Conditions, and the Special Conditions of the Contract, the Specifications and Contract Documents therefore as prepared by Tetra Tech, Inc. for Haley Pike Compost Pad Replacement – Phase 2 project.

2. TIME OF COMPLETION

The time period estimated and authorized by the OWNER for the proper execution of the Work by the Contract, in full, is hereby fixed as sixty (60) calendar days. The time shall begin in accordance with the Notice to Proceed provided by OWNER.

3. ISSUANCE OF WORK ORDERS

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

4. THE CONTRACT SUM

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

5. PROGRESS PAYMENTS

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

6. ACCEPTANCE AND FINAL PAYMENT

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

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

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

7. THE CONTRACT DOCUMENTS

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

8. EXTRA WORK

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

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

SPECIFICATIONS

SECTION NO.	TITLE	PAGES
I	Advertisement for Bids	AB 1 thru 5
II	Information for Bidders	IB 1 thru 10
III	Form of Proposal	P 1 thru 34
IV	General Conditions	GC 1 thru 50
V	Special Conditions	SC 1 thru 5
VI	Contract Agreement	CA 1 thru 6
VII	Performance and Payment Bonds	PB 1 thru 7
VIII	Addenda	AD 1 thru 1
003116	Project Financial Information	1 thru 1

Division 01 - General Requirements

011100	Summary of Work	1 thru 1
011216	Work Sequence	1 thru 2
012200	Measurement and Payment	1 thru 9
013113	Coordination	1 thru 1
013119	Project Meetings	1 thru 1
013233	Construction Photographs	1 thru 2
013300	Submittals	1 thru 3
014000	Quality Control	1 thru 2
015100	Temporary Utilities	1 thru 2
015519	Access Roads and Parking Areas	1 thru 2
015526	Traffic Regulation	1 thru 2
015600	Barriers	1 thru 1
015620	Protection of Work and Property	1 thru 1
015633	Security	1 thru 1
015700	Temporary Controls	1 thru 1
016100	Material and Equipment	1 thru 2
016600	Storage	1 thru 2
017329	Cutting and Patching	1 thru 1
017423	Final Cleaning	1 thru 2
017836	Warranties and Bonds	1 thru 2

Division 02 – Existing Conditions

024100 Demolition 1 thru 3

Division 03 – Concrete

032000 Reinforcing Steel 1 thru 3
033000 Cast-In-Place Concrete 1 thru 14

Division 31 – Earthwork

310516 Crushed Stone 1 thru 1
312300 Earthwork 1 thru 2
312316 Excavation 1 thru 3
312500 Erosion and Sediment Control 1 thru 5

Division 32 – Exterior Improvements

329300 Revegetation 1 thru 4

Division 33 – Utilities

333113 Pipe and Fittings 1 thru 3
334626 Geotextile Filtration Material 1 thru 6

PLAN DRAWINGS –

- 1 – Cover Sheet, Vicinity Map, Aerial View, and Sheet Index
- 2 – Site Plan
- 3 – Miscellaneous Details

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

(Seal)

Lexington-Fayette Urban County Government.
Lexington, Kentucky
(Owner)

ATTEST:

Clerk of the Urban County Council

BY: _____
MAYOR

(Witness)

(Title)

(Seal)

(Contractor)

(Secretary)*

BY: _____

(Witness)

(Title)

(Address and Zip Code)

IMPORTANT: *Strike out any non-applicable terms.

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

PART VII

PERFORMANCE AND PAYMENT BONDS

1. PERFORMANCE BOND
2. PAYMENT BOND

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that

(Name of CONTRACTOR)

(Address of CONTRACTOR)

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

called Principal, and _____
(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

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

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

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

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

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

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

- (1) Complete the Contract in accordance with its terms and conditions or
- (2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or if the OWNER elects, upon determination by the OWNER and Surety jointly of the lowest responsible bidder, arrange for a Contract between such bidder and OWNER, and make available as Work progresses (even though there may be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract Price", as used in this paragraph shall mean the total amount payable by OWNER to Principal under the Contract and any amendments thereto, less the amount properly paid by OWNER to Principal.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the OWNER named herein or the heirs, executors, administrators or successors of OWNER.

IN WITNESS WHEREOF, this instrument is executed in _____ each one of which shall be
(number)
deemed an original, this the _____ day of _____, 20_____.

ATTEST:

(Principal) Secretary

Principal

BY: _____(s)

(Address)

Witness as to Principal

(Address)

ATTEST:

(Surety) Secretary

Surety

BY: _____

Attorney-in-Fact

(SEAL)

(Address)

Witness as to Surety

(Address)

TITLE: _____

Surety

BY: _____

TITLE: _____

NOTE: The number of executed counterparts of the bond shall coincide with the number of executed counterparts of the Contract.

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENT: that

(Name of Contractor)

(Address of Contractor)

a _____, hereinafter

(Corporation, Partnership or Individual)

called Principal, and _____

(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto:

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

Obligee, hereinafter called OWNER, for the use and benefit of claimants as hereinafter defined, in the amount of _____ Dollars (\$ _____) the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

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

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall promptly make payment to all claimants as hereinafter defined for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions.

1. A claimant is defined as one having a direct contract with the Principal or with a Subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.

2. The above named Principal and Surety hereby jointly and severally agree with the OWNER that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The OWNER shall not be liable for the payment of any costs or expenses of any such suit.
3. No suit or action shall be commenced hereunder by any claimant:
 - (a) Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: The Principal, the OWNER, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the Work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the Work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, OWNER, or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.
 - (b) After the expiration of one (1) year following the date on which Principal ceased Work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
 - (c) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project, or any part thereof, is situated, or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.
4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against aid improvement, whether or not claim for the amount of such lien be presented under and against this bond.

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts, each one of
(number)

which shall be deemed an original, this the _____ day of _____, 20_____.

ATTEST:

(Principal) Secretary

(Principal)

(SEAL)

BY: _____(s)

(Address)

(Witness to Principal)

(Address)

(Surety)

ATTEST:

BY: _____

(Attorney-in-Fact)

(Surety) Secretary

(SEAL)

Witness as to Surety

(Address)

(Address)

NOTE: The number of executed counterparts of the bond shall coincide with the number of executed counterparts of the Contract.

END OF SECTION

PART VIII

ADDENDA

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

<u>Addendum Number</u>	<u>Title</u>	<u>Date</u>
1.	_____	_____
2.	_____	_____
3.	_____	_____
4.	_____	_____
5.	_____	_____

SECTION 003116

PROJECT FINANCIAL INFORMATION

PART 1 - GENERAL

1.01 PROJECT FINANCING

- A. The Haley Pike Compost Pad Replacement, Phase 2 will be financed by the Lexington-Fayette Urban County Government.
- B. In the event the total cost of this construction and appurtenant WORKS should exceed the amount of money available, the OWNER in making an AWARD OF CONTRACT to the successful BIDDER or BIDDERS, may reject certain items of WORK or reduce the quantities of BID ITEMS so as to award a CONTRACT within the limits of available funds. In making an AWARD OF CONTRACT to the successful BIDDER or BIDDERS, no CONTRACTOR will be allowed any claim for loss of any anticipated profits involving any items of WORK that have been reduced or eliminated by the OWNER. The successful BIDDER or BIDDERS will be determined before consideration of reductions or additions to the original BID.

- END OF SECTION -

DIVISION 01
GENERAL REQUIREMENTS

SECTION 011100

SUMMARY OF WORK

PART 1 - GENERAL

1.01 SCOPE OF WORK

- A. These Specifications and the accompanying Drawings describe the Work to be done and materials to be furnished for the replacement of a concrete compost pad at the Haley Pike Landfill in Fayette County, Kentucky (see Drawings for vicinity map).
- B. Major Work items in this Contract include:
 - 1. Contractor shall demolish existing section of compost pad including undercutting the subgrade material underneath.
 - 2. Install compacted fill material to ensure a level and adequately compacted subbase foundation for the pad.
 - 3. Construction of new concrete compost pad. The pad consists of perforated drainage pipes and accessories, a layer of dense graded aggregate, rebar, fiber-reinforced concrete, and any other incidentals as shown on the Drawings and in the Specifications. The pad shall be constructed without damage to existing pad that is not listed for demolition.

1.02 CONTINUOUS OPERATIONS

The existing facility must be maintained in continuous operation in such a manner that it meets all local, state, and federal requirements. The Contractor is responsible for payment of all fines resulting from any action or inaction on his part or the part of his subcontractors during performance of the Work that is illegal.

1.03 PERMITS

Obtain any permits related or required by the Work in this Contract.

1.04 CODES

Comply with applicable codes and regulations of authorities having jurisdiction. Submit copies of inspection reports, notices, citations, and similar communication to the Owner.

1.05 EXISTING CONDITIONS AND DIMENSIONS

- A. The Work in this Contract will primarily be performed in or around existing facilities which must remain functional.
- B. The Contractor is responsible for verifying all existing conditions, elevations, dimensions, etc., and providing his finished Work to facilitate existing conditions.

- END OF SECTION -

Summary of Work
011100-1

SECTION 011216

WORK SEQUENCE

PART 1 - GENERAL

1.01 WORK INCLUDED

The Contractor shall conform to all miscellaneous requirements as contained in the Contract.

1.02 RELATED REQUIREMENTS

- A. Section 011100 - Summary of Work
- B. Section 013113 - Coordination

PART 2 - PRODUCTS

2.01 MATERIALS

The Contractor shall comply with the Specifications for type of Work to be done.

PART 3 - EXECUTION

3.01 SEQUENCE OF CONSTRUCTION OPERATIONS

The Contractor shall submit to the Owner for review and acceptance a complete schedule (progress chart) of his proposed sequence of construction operations prior to commencement of Work. However, the Owner shall not accept a construction schedule that fails to utilize the entire time allocated for the construction of the project. The Contractor shall schedule the various construction activities to complete the project throughout the entire allotted time period. This schedule requirement in no way prevents the Contractor from completing the project in a shorter time frame than scheduled. The construction schedule along with a cost breakdown schedule shall be submitted and approved by the Owner prior to the submittal of the first partial payment request in accordance with the general conditions. A revised construction schedule shall be submitted to the Owner with each pay request. This revised schedule must be approved by the Owner prior to payment. The Contractor shall provide copies of the revised construction schedule to all participants at onsite progress meetings.

3.02 SPECIAL WORK SEQUENCE CONDITIONS

- A. Construction of the Haley Pike Compost Pad Replacement shall occur in the following order unless approved otherwise by the Owner:
1. The Contractor shall keep access open at all times to facilitate current operational needs.
 2. Erosion and sediment control measures shall be implemented prior to the commencement of the demolition.
 3. The existing concrete compost pad scheduled to be demolished in Phase 2 consists of approximately 77,500 square feet of poured reinforced concrete. The areas designated by the Drawings will be demolished without damaging the adjacent concrete or reinforcement in surrounding areas.
 4. The existing soil beneath the proposed compost pad replacement area shall be undercut 2 feet.
 5. Install compacted fill material to ensure a level and adequately compacted subgrade foundation for the pad.
 6. Construction of new concrete compost pad. The pad consists of perforated drainage pipes and accessories, a layer of crushed stone, rebar, fiber-reinforced concrete, and any other incidentals shown on the Drawings and in the Specifications. The pad shall be constructed without damage to existing pad that is not listed for demolition.
 7. The Contractor shall not damage the adjacent structures or their components. Any damage that may occur shall be corrected by the Contractor at the Contractor's expense.
 8. Complete remaining work tasks of contract in order as Contractor deems appropriate and as approved by the Owner.
- B. Any existing road, fence, buildings, culverts, bridges, drainage structures, or any other existing structure (indicated or not indicated on the Drawings) damaged during construction activities shall be repaired or corrected by the Contractor at his expense.
- C. The Contractor shall coordinate his activities on-site with the facility personnel.

- END OF SECTION -

SECTION 012200

MEASUREMENT AND PAYMENT

PART 1 - GENERAL

1.01 RELATED SECTIONS

- A. Part IV – General Conditions
- B. Part V – Special Conditions

1.02 GENERAL REQUIREMENTS

- A. This section identifies the method of measurement and payment for the various construction items listed in the Bid form of these Specifications.
- B. The unit price Bid for each of the items of the Bid form shall include the cost of all the labor, materials, and equipment necessary to install these items at the locations shown on the Drawings and in accordance with the details shown on the Drawings or Specified. In addition, the cost shall include all construction necessary to complete the installation which is not covered by other items of the Bid form and shall be considered incidental to and included in those pay items.

1.03 CONDITIONS FOR PAYMENT (Also see General and Special Conditions)

- A. The Owner will make payments for acceptable Work in place and materials properly stored on-site. The value of payment shall be as established on the approved construction schedule and Application for Payment, EXCEPT the Owner will retain ten percent (10%) of the Work in place and a percentage as hereinafter listed for items properly stored or untested.
- B. No payment will be made for stored materials unless an invoice from the supplier is attached to the pay request. Furthermore, no payment for stored materials will be made if the value of the stored materials does not exceed \$1,000.00.

C. Allowable Payments

Equipment and Lump Sum Items: Payment for equipment and lump sum items will be based on the percent complete (as approved by the Owner) at end of period for application for payment. Payment for equipment and lump sum items installed shall be limited to ninety percent (90%) of their scheduled value until they are ready for operation, have been certified by manufacturer, and accepted by the Owner. Ninety percent (90%) payment shall be contingent on proper on-site storage and proper routine maintenance as recommended by manufacturer or Owner.

- D. The Owner may reduce the percent of retainage once the Project has achieved satisfactory progress and is at the fifty percent (50%) construction status. The dollar

amount of retainage for work-in-place will not be reduced but will remain constant following the fifty percent (50%) constructed status. The retainage on the equipment items shall be determined as defined hereinbefore.

- E. Additionally, the Owner may increase the retainage to a full ten percent (10%) of the scheduled value of work-in-place and material items should the Owner, at his discretion, determine that the Contractor is not making satisfactory progress or there is other specific cause for such withholding.

1.04 CLAIMS FOR EXTRA WORK (Also see General Conditions)

- A. If the Contractor claims that any instructions by Drawings or otherwise involve extra cost, he shall give the Owner written notice of said claim within ten (10) days after the receipt of such instructions, and in any event before proceeding to execute the Work, stating clearly and in detail the basis of his claim or claims. No such claim shall be valid unless so made.
- B. Claims for additional compensation for extra Work, due to alleged errors in spot elevations, contour lines or bench marks, will not be recognized unless accompanied by certified survey data, made prior to the time the original ground was disturbed, clearly showing that errors exist which resulted, or would result, in handling more material or performing more Work than would be reasonably estimated from the Drawings and topographical maps issued.
- C. Any discrepancies which may be discovered between actual conditions and those represented by the topographical maps and Drawings shall at once be reported to the Owner, and Work shall not proceed, except at the Contractor's risk, until written instructions have been received by him from the Owner.
- D. If, on the basis of the available evidence, the Owner determines that an adjustment of the Contract Price or time is justifiable, the procedure shall then be as stated in the General Conditions.
- E. By execution of this Contract, the Contractor warrants that he has visited the site of the proposed Work and fully acquainted himself with the conditions relating to construction and labor, and that he fully understands the facilities, difficulties and restrictions attending the execution of the Work under this Contract. The Contractor further warrants that he has thoroughly examined and is familiar with the Drawings, Specifications, and all other documents comprising the Contract. The Contractor further warrants that, by execution of this Contract, his failure during bidding on this contract to receive or examine any form, instrument, document, or to visit the site and acquaint himself with existing conditions, in no way relieves him from any obligation under this Contract, and the Contractor, based on facts regarding which he should have been on notice as a result thereof.

1.05 DETERMINATION OF THE VALUE OF EXTRA (ADDITIONAL) OR OMITTED WORK (Also see General Conditions)

- A. The value of extra (additional) or omitted Work shall be determined in one or more of the following ways:
 - 1. On the basis of the actual cost of all the items of labor (including on-the-job supervision), materials and use of equipment plus a maximum of fifteen percent (15%) which shall cover the Contractor's and Subcontractor's general supervision, overhead and profit. The cost of labor shall include required insurance, taxes, and fringe benefits. Equipment costs shall be based on current rental rates in the areas where the Work is being performed, but in no case shall such costs be greater than the current rates published by the Associated Equipment Distributors, Chicago, Illinois.
 - 2. By estimate and acceptance in a lump sum.
 - 3. By unit prices named in the Contract or subsequently agreed upon.
- B. Provided, however, that the cost or estimated cost of all extra (additional) Work shall be determined in advance of authorization and approved by the Owner.
- C. All extra (additional) Work shall be executed under the conditions of the original Contract. Any claim for extension of time shall be adjusted according to the proportionate increase or decrease in the final total cost of the Work unless negotiated on another basis.
- D. Except for over-runs in Contract unit price items, no extra (additional) Work shall be done except upon a written Change Order from the Owner, and no claim on the part of the Contractor for pay for extra (additional) Work shall be recognized unless so ordered in writing by the Owner.

1.06 DETERMINATION OF THE VALUE OF WORK ITEM OVERRUN / UNDERRUN

- A. The Owner reserves the right to make, in writing, changes in quantities and alterations in the Work when necessary to complete the project satisfactorily, at any time and without invalidating the Contract or releasing the surety.
- B. The Owner will use the following formulas to determine the adjusted unit prices when either an underrun or overrun of more than twenty-five percent (25%) occurs in the quantity of the item constructed.

The excessive underrun of an item is defined as seventy-five percent (75%) of the original Contract quantity of the item minus the final quantity of the item. The excessive overrun of an item is defined as the final quantity of the item minus one hundred twenty-five (125%) of the original Contract quantity of the item.

Excessive Underrun Formula

Measurement and Payment
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$$NP = OP + \frac{(EU \times 0.25 \times OP)}{FQCI}$$

Excessive Overrun Formula

$$NP = OP - \frac{(EO \times 0.25 \times OP)}{FQCI}$$

Where: NP = New Unit Price
OP = Original Unit Price Bid by Contractor
EU = Excessive Underrun
EO = Excessive Overrun
FQCI = Final Quantity Contract Item

When the Contractor submits a completed Bid Proposal, the Contractor agrees to accept payment for excessive underruns or excessive overruns in the quantities of these items according to the appropriate formula. The Contractor further agrees that the formulas provide full and complete compensation for the excessive underrun or excessive overrun quantities including any and all unreimbursed expenses, loss of expected reimbursement, loss of anticipated profits, delay, inefficiency, and all other costs.

1.07 VALUE ENGINEERING

- A. Value engineering is producing an equivalent or better option to that specified in the Contract at a lesser cost. The Owner may consider as a value engineering proposal any cost reduction that is initiated, developed, and submitted to the Owner. The Owner will share equally the net savings resulting from a value engineering proposal that is approved.

The Owner will only consider value engineering proposals that may potentially result in savings without impairing essential functions and characteristics in the facility. Essential functions and characteristics include, but are not limited to, service, life, reliability, economy of operation, ease of maintenance, standardized features, safety, satisfaction of customer needs, desired ability, and special design requirements.

- B. The Contractor shall formally submit, as a minimum, the following information to be reviewed for the value engineering proposal.
1. A statement that the proposal is submitted as a value engineering proposal.
 2. A detailed description of the existing work and the proposed changes for performing the work. Include a discussion of the comparative advantages and disadvantages of each.
 3. A statement of the time by which the Owner must execute an agreement adopting the proposal to obtain the maximum cost reduction during the remainder of the Contract, and the reasoning for this time schedule.

Measurement and Payment
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4. A complete set of Plans and construction details when necessary, showing proposed revisions to the original Contract prepared by a registered Professional Engineer licensed in the state of Kentucky.
5. A complete engineering analysis of the proposed changes prepared by a registered Professional Engineer licensed in the state of Kentucky. The analysis shall include sufficient detail and information to indicate that the proposed changes will perform or function in an equivalent of superior function to the existing design.
6. A detailed cost estimate for performing work under the existing Contract and under the proposed change. Include pay items, pay units, quantities, and unit prices. Include in the unit prices all costs for labor, materials, supplies, equipment tools, and all incidentals required for the complete incorporation of the option into the work.
7. A detailed cost estimate for costs other than those in the Contract, such as future construction, design, utilities, maintenance and operation costs, and the cost to prepare the value engineering proposal.
8. A prediction of any effects the proposed changes would have on Owner's costs, other than construction, such as maintenance and operating costs and life cycle costs.
9. A statement of the effect the proposal would have on the time for completion of the Contract.

The Owner will review the formal proposal and, if acceptable, will execute a change order that incorporates the necessary Contract modifications. Unless and until the Owner executes a change order, perform all work according to the terms of the existing Contract. The Owner reserves the right to include in the change order any conditions deemed appropriate for consideration, approval, and the implementation of the value engineering proposal.

The Owner's approval of a value engineering proposal voids any restrictions that the Contractor had imposed on the use or disclosure of the information that the Contractor included in the value engineering proposal. The Owner then has the right to use, duplicate, and disclose in whole or in part, any data necessary to implement any portion of the proposal on this project and all other projects.

The Owner will not be liable for any delay in acting upon any value engineering proposal. The Owner will allow the withdrawal, in whole or in part, of any value engineering proposal that has not been accepted within the period specified with the proposal.

The decision of the Owner to accept or reject a value engineering proposal will be final. The Owner will make written notification of the decision to accept or reject each value engineering proposal submitted under the provisions of this section. The Owner reserves the right not to consider any value engineering proposal.

- C. The Owner will adjust the Contract completion time for any time savings realized by implementing a value engineering proposal. The Owner will not provide any incentive pay for early completion days resulting from a time savings related to an approved value engineering proposal.
- D. The Owner will measure the net savings in cost by subtracting the estimated construction costs of the proposed and accepted option and all other costs associated with the option such as design, right-of-way, utilities, the cost of preparing the value engineering proposal, and the review costs from the estimated construction costs in original Contract for the option.
- E. The Owner will make payment for 50 percent of the net savings in cost. The Owner will consider payment as full compensation for all work required under this section.

PART 2 - PRODUCTS

2.01 MOBILIZATION

- A. Measurement shall be on the lump sum basis. In no case shall the lump sum unit price exceed two percent (2.0%) of the total Bid amount.
- B. This item includes all costs incurred for moving equipment onto the Project area and any pertinent costs related thereto.
- C. Payment will be on the basis of the lump sum unit price Bid for the item.

2.02 GENERAL CONDITIONS

- A. Measurement shall be on the lump sum basis. In no case shall the lump sum unit price exceed two percent (2.0%) of the total Bid amount.
- B. This item includes insurance, performance, payment and warranty bonds, establishing and providing temporary utilities, and any other items required under bidding requirements, contract forms, and conditions of the Contract.
- C. Payment will be on the basis of the lump sum unit price Bid for the item.

2.03 DEMOBILIZATION

- A. Measurement shall be on the lump sum basis. In no case shall the lump sum unit price be less than one percent (1.0%) of the total Bid amount.
- B. This item includes all costs incurred for removing equipment and materials from the Project area and any pertinent costs related thereto.
- C. Payment will be on the basis of the lump sum unit price Bid for the item.

2.04 SURVEYING AND CONSTRUCTION STAKING

- A. Measurement shall be on the lump sum basis.
- B. This item includes surveying for the purpose of calculating lengths, areas, and volumes for payment and construction staking to indicate how the project is to be constructed as shown on the Drawings.
- C. Payment will be on the basis of the lump sum unit price Bid for the item.

2.05 STORM WATER POLLUTION PREVENTION AND EROSION CONTROL

- A. Measurement shall be on a lump sum basis.
- B. This item includes furnishing and placing silt fences and/or silt checks in accordance with the Drawings and Specifications and as instructed by the Owner. This item also includes any permits required by LFUCG and the Kentucky Division of Water, the implementation of a storm water pollution prevention plan, and revegetation of any disturbed areas.
- C. Payment will be on the basis of the lump sum unit price Bid for this item.

2.06 DEMOLITION AND REMOVAL OF EXISTING COMPOST PAD

- A. The volume of “Demolition and Removal of Existing Compost Pad” to be paid will be based on the **Plan Quantity Volume** as listed on the bid form. No adjustments will be made unless the Owner significantly revises the actual quantity.
- B. This item includes all labor, materials, and equipment to saw cut the existing concrete and reinforcement, demolish the existing concrete and reinforcement, remove and properly dispose demolished concrete and reinforcement and existing DGA, per Specifications and as shown in the Drawings.
- C. Payment will be on the basis of the unit price Bid per cubic yard for the **Plan Quantity Volume** as listed on the bid form.

2.07 EXCAVATION (UNDERCUTTING)

- A. Measurement shall be on the basis of cubic yards of material excavated, which may include soil, rock, and other material common in concrete subgrade.
- B. This item includes all labor, materials, and equipment to excavate the material, per Specifications and as shown on the Drawings so that an acceptable area for compacted fill material is constructed.
- C. The volume of excavation (undercutting) shall be determined by the Contractor by performing pre-excavation and post-excavation topographic surveys of the excavation area and the resulting volumes calculated therefrom. The Contractor

shall provide the survey data and calculations to the Owner prior to request for payment.

- D. Payment will be on the basis of the unit price Bid per cubic yard.

2.08 COMPACTED FILL MATERIAL

- A. Measurement shall be on the basis of cubic yards of compacted material in place.
- B. This item includes all labor, materials, and equipment to place and compact the material, per Specifications and as shown on the Drawings so that an acceptable area for the subgrade is constructed. This item shall also include obtaining and hauling of the material from the borrow area as required.
- C. The volume of compacted fill shall be determined by the Contractor by performing pre-compacted fill and post-compacted fill topographic surveys of the compacted fill area and the resulting volumes calculated therefrom. The Contractor shall provide the survey data and calculations to the Owner prior to request for payment.
- D. Payment will be on the basis of the unit price Bid per cubic yard.

2.09 4-INCH PERFORATED PIPE

- A. Measurement shall be on the basis of linear foot along the centerline of the pipe installed.
- B. This item includes trenching, the perforated pipe, jointing of pipe, fittings and couplings, laying pipe to grade, repairs, restoration, and any other incidentals to install pipe as specified and shown on the Drawings. Also incidental is the non-woven geotextile filtration material and the installation of the geotextile material per Specifications and as shown on the Drawings.
- C. Payment will be on the basis of the unit price Bid per linear foot.

2.10 No. 57 CRUSHED STONE

- A. Measurement shall be on the basis of tons installed and accepted by the Owner according to delivery tickets of haul trucks. The Owner must be presented a copy of the ticket at the time of delivery.
- B. This item includes all labor, materials, and equipment to haul the stone from quarry and place the stone in accordance with the Specifications and as shown in the Drawings. Additional material required to be installed due to excavation limits greater than those on the Drawings will be considered incidental to this item and NOT included for payment.
- C. Payment will be on the basis of the unit price Bid per ton.

Measurement and Payment
012200-8

2.11 DENSE GRADED AGGREGATE (DGA)

- A. Measurement shall be on the basis of tons installed and accepted by the Owner according to delivery tickets of haul trucks. The Owner must be presented a copy of the ticket at time of delivery.
- B. This item includes all labor, materials, and equipment to haul the DGA from quarry, spread the DGA, compact the DGA as specified and shown in the Drawings, and any other incidentals associated with this item.
- C. Payment will be on the basis of the unit price Bid per ton.

2.12 CONCRETE

- A. The measurement of this item shall be based **Plan Quantity Volume** as listed on the bid form, rather than the amount of concrete that is delivered to the site. The Owner will not pay for excess concrete beyond the plan quantity unless the Owner significantly revises the actual quantity. The Owner must be presented a copy of the delivery ticket at the time of delivery.
- B. This item includes all labor, materials, and equipment for the placement of the concrete for the compost pad as specified and shown in the Drawings. This item includes all formwork, reinforcement, concrete, fibers, admixtures, testing, joints, and any other incidentals associated with this item.
- C. Payment will be on the basis of the unit price Bid per cubic yard for the **Plan Quantity Volume** as listed on the bid form.

- END OF SECTION -

SECTION 013113

COORDINATION

PART 1 – GENERAL

1.01 WORK INCLUDED

- A. The Contractor shall coordinate the Work of all trades and subcontractors engaged on the Work, and the Contractor shall have final responsibility in regards to the schedule, workmanship, and completeness of each and all parts of the Work.
- B. All trades and subcontractors shall be made to cooperate with each other and with others as they may be involved in the installation of Work which adjoins, incorporates, precedes or follows the Work of another. It shall be the Contractor's responsibility to point out areas of cooperation prior to execution of subcontract agreements and the assignment of the parts of the Work. Each trade and subcontractor shall be made responsible to the Owner, for furnishing embedded items, giving directions for doing all cutting and fitting, making all provisions for accommodating the Work, and for protecting, patching, repairing, and cleaning as required to satisfactorily perform the Work.
- C. The Contractor shall be responsible for all cutting, digging, and other action of his subcontractors and workmen. Where such action impairs the safety or function of any structure or component of the project, the Contractor shall make such repairs, alterations, and additions, in the opinion of the Owner, to bring said structure or component back to its original design condition at no additional cost to the Owner.
- D. Each subcontractor is expected to be familiar with the general requirements and all sections of the detailed Specifications for all other trades and to study all Drawings applicable to this Work. The Contractor shall consult with the Owner if conflicts exist on the Drawings.

- END OF SECTION -

SECTION 013119

PROJECT MEETINGS

PART 1 - GENERAL

1.01 PRECONSTRUCTION CONFERENCE

- A. Prior to commencing the Work, a preconstruction conference will be held at the job site and representatives of the following organizations shall have at least one representative in attendance:

Owner, Contractor, major subcontractors and representatives of the appropriate state and federal agencies as they choose.

- B. The preconstruction conference will be for the purpose of reviewing procedures to be followed concerning the orderly flow of required paperwork; coordination of the various parties involved with the project, review of Shop Drawing submittals, Contract time, liquidated damages, payment estimates, Change Orders, and other items of interest to the parties involved.

1.02 PROGRESS MEETINGS

Project meetings will occur at a minimum of once every two weeks. Additional meetings may be required if necessary to facilitate scheduling or construction conflicts. No additional charges by the Contractor shall be allowed for any additional meetings required by the Owner. The Contractor's Project Manager and Superintendent shall attend project meetings as required by the Owner. These meetings will be attended by the Owner. The Owner shall be responsible for recording project meeting minutes and the distribution of the minutes to all participants after each meeting. The Contractor shall supply a revised construction schedule to all participants at each meeting. The meetings will be held on-site.

- END OF SECTION -

SECTION 013233

CONSTRUCTION PHOTOGRAPHS

PART 1 – GENERAL

1.01 WORK INCLUDED

Provide photographs of the construction prior to and throughout the progress of the Work. Prior to any construction activities, the Contractor shall provide photographs and/or video of the access road from the sale house to the compost pad.

1.02 RELATED WORK

- A. Part IV - General Conditions
- B. Section 017100 - Contract Closeout

1.03 PHOTOGRAPHY

- A. Provide photographs (two sets) of the construction throughout progress of the Work.
- B. Take the photographs at the beginning, during, and completion of each element of construction listed below:
 - 1. Demolition of existing pad
 - 2. Excavation and recompaction of subbase
 - 3. Construction of drainage pipes
 - 4. Placement of reinforcement
 - 5. Placement of concrete
 - 6. All other aspects of construction

1.04 PRINTS

- A. Color: two (2) prints of each view, bound into separate sets
- B. Size: 3" x 5". Mount with binder tabs
- C. Label each print on back. List project name and Contract number, orientation of view, date and time of view, work being performed, and Contractor's name.

1.05 DIGITAL PHOTOGRAPHS

All photographs shall be digital. Digital photographs of all views shall be provided on compact disc (CD) or digital video disc (DVD) to the Owner. The CD or DVD shall be included along with the two sets of prints. Digital pictures shall be time and date stamped.

Construction Photographs
013233-1

1.06 TECHNIQUE

- A. All views shall provide factual presentation of the Work progress.
- B. All photographs shall provide correct exposure and focus, high resolution and sharpness, maximum depth of field, and minimum distortion.

1.07 VIEWS

The photographs shall be from varied views that show the most representative sample of the Work progress.

1.08 SUBMITTALS

Submit prints and CD or DVD at the progress meetings unless specifically requested sooner by the Owner or Engineer.

- END OF SECTION -

SECTION 013300

SUBMITTALS

PART 1 – GENERAL

1.01 WORK INCLUDED

Shop drawings, descriptive literature, product data and samples (when samples are specifically requested) for all manufactured or fabricated items shall be submitted by the Contractor to the Owner for examination and review in the form and in the manner required. All submittals shall be furnished in at least five (5) copies and shall be checked and reviewed by the Contractor before submission. The Contractor shall mark or stamp the submittal "approved" along with the Contractor's business name, reviewer signature, and date reviewed prior to submitting. The review of the submittals shall not be construed as a complete check, but will indicate only that the general method of construction and detailing is satisfactory. Review of such submittals will not relieve the Contractor of the responsibility for any errors which may exist as the Contractor shall be responsible for the dimensions and design of adequate connections, details, and satisfactory construction of all Work.

1.02 RELATED SECTIONS

Part IV - General Conditions

1.03 DEFINITIONS

The term "submittals" shall mean Shop Drawings, manufacturer's drawings, catalog sheets, brochures, descriptive literature, diagrams, schedules, calculations, material lists, performance charts, test reports, office and field samples, and items of similar nature which are normally submitted for the Engineer's review for conformance with the design concept and compliance with the Contract Documents.

1.04 GENERAL CONDITIONS

- A. Review of the submittals of material and equipment shall not relieve the Contractor from the responsibilities of furnishing same of proper dimension, size, quality, quantity, materials and all performance characteristics to efficiently perform the requirements and intent of the Contract Documents. Review shall not relieve the Contractor from responsibility for errors of any kind on the submittals. Review is intended only to assure conformance with the design concept of the project and compliance with the information given in the Contract Documents.
- B. Review of submittals shall not be construed as releasing the Contractor from the responsibility of complying with the Specifications.
- C. The Owner will review the first and second submittal for a particular item at no cost to the Contractor. Review of the third and any subsequent submittals shall be at the Contractor's expense. The expense shall be at a rate of \$150.00 per hour of review

Submittals
013300-1

time. Payment will be deducted from the Contract, when final payment of the Contract is paid.

1.05 GENERAL REQUIREMENTS FOR SUBMITTALS

A. Shop Drawings

1. Shop Drawings shall be prepared by a qualified detailer. Details shall be identified by reference to sheet and detail numbers shown on Contract Drawings. Where applicable, show fabrication, layout, setting, and erection details.
2. Shop Drawings are defined as original Drawings prepared by the Contractor, subcontractors, suppliers, or distributors performing Work under this Contract. Shop Drawings illustrate some portion of the Work and show fabrication, layout, setting, or erection details of equipment, materials, and components. The Contractor shall, except as otherwise noted, have prepared the number of review copies required for his distribution plus four (4) which will be retained by the Owner. Shop Drawings shall be folded to an approximate size of 8-1/2" x 11" and in such manner that the title block will be located in the lower right-hand corner of the exposed surface.

- B.** Product data shall include manufacturer's standard schematic drawings modified to delete information which is not applicable to the project, and shall be supplemented to provide additional information applicable to the project. Each copy of descriptive literature shall be clearly marked to identify pertinent information as it applies to the project.
- C.** Where samples are required, they shall be adequate to illustrate materials, equipment, or workmanship, and to establish standards by which completed Work is judged. Provide sufficient size and quantity to clearly illustrate functional characteristics of product and material, with integrally related parts and attachment devices, along with a full range of color samples.
- D.** All submittals shall be referenced to the applicable item, section and division of the Specifications, and to the applicable Drawing(s) or Drawing schedule(s).
- E.** The Contractor shall review and check submittals, and shall indicate his review by signature and date.
- F.** If the submittals deviate from the Contract Drawings and/or Specifications, the Contractor shall advise the Owner, in letter of transmittals of the deviation and the reasons therefore. All changes shall be clearly marked on the submittal with a bold red mark. Any additional costs for modifications shall be borne by the Contractor.
- G.** Additional information on particular items, such as special Drawings, schedules, calculations, performance curves, and material details, shall be provided when specifically requested in the technical Specifications.

- H. Where manufacturers' brand names are given in the Specifications for building and construction materials and products, such as grout, bonding compounds, curing compounds, masonry cleaners, waterproofing solutions, and similar products; the Contractor shall submit names and descriptive literature of such materials and products he proposes to use in this Contract.
- I. No material shall be fabricated or shipped unless the applicable Drawings or submittals have been reviewed by the Owner and returned to the Contractor.
- J. All bulletins, brochures, instructions, parts lists, and warranties packaged with and accompanying materials and products delivered to and installed in the project shall be saved and transmitted to the Owner.

1.06 CONTRACTOR RESPONSIBILITIES

- A. Verify field measurements, field construction criteria, catalog numbers and similar data.
- B. Coordinate each submittal with requirements of Work and of Contract Documents.
- C. Notify Owner, in writing at time of submission, of deviations in submittals from requirements of Contract Documents.
- D. Begin no Work and have no material or products fabricated or shipped which require submittal review until return of submittals indicating review.

- END OF SECTION -

SECTION 014000

QUALITY CONTROL

PART 1 – GENERAL

1.01 WORK INCLUDED

- A. Work of all crafts and trades shall be laid out to lines and elevations as established by the Contractor from the Drawings or from instructions by the Owner.
- B. Unless otherwise shown, all Work shall be plumb and level, in straight lines and true planes, parallel or square to the established lines and levels. The Work shall be accurately measured and fitted to tolerance as established by the best practices of the crafts and trades involved, and shall be as required to fit all parts of the Work carefully and neatly together.
- C. All equipment, materials, and articles incorporated into the Work shall be new and of comparable quality as specified. All workmanship shall be first-class and shall be performed by personnel skilled and regularly employed in their respective trades.

1.02 TESTING SERVICES

- A. Tests, inspections, and certifications of materials, equipment, subcontractors or completed Work, as required by the various sections of the Specifications shall be provided by the Contractor and all costs shall be included in the Contract price.
- B. The Contractor shall submit to the Owner the name of testing laboratory to be employed.
- C. Contractor shall deliver written notice to the Owner at least two (2) work days in advance of any inspections or tests to be made at the project site. All inspections or tests to be conducted in the field shall be done in the presence of the Owner or his representative.
- D. Certifications by independent testing laboratories may be by properly attested copies of the data including scientific procedures and results of tests.

1.03 CONCRETE TESTING

- A. Contractor shall have a minimum of four (4) concrete cylinders taken for every 150 c.y. of concrete delivered in one day. One set of cylinders shall be taken from the first delivery. On each day concrete is delivered, at least four (4) concrete cylinders shall be taken. Cylinders shall be submitted to independent laboratory for testing of strength by breaking at 7 days, 14 days, and 28 days. Cylinders shall be cured on-site in same condition as poured concrete.
- B. One slump test shall be taken for each set of cylinders taken.

- C. One air entrainment test shall be taken for each set of cylinders taken.
- D. All material failing to meet the requirements of the Specifications shall not be utilized on the project.

1.04 CONTRACTOR'S QUALITY CONTROL

Comply with industry standards except when more restrictive tolerances or specified requirements indicate more rigid standards or more precise workmanship.

- END OF SECTION -

SECTION 015100

TEMPORARY UTILITIES

PART 1 - GENERAL

1.01 DESCRIPTION

- A. The Contractor shall maintain strict supervision of use of temporary utility services.
 - 1. Enforce compliance with applicable standards.
 - 2. Enforce safety practices.
 - 3. Prevent abuse of services.
 - 4. Utility charges: Contractor shall be responsible for paying for all utilities utilized during construction.

1.02 REQUIREMENTS OF REGULATORY AGENCIES

- A. Obtain and pay for all permits as required by governing authorities.
- B. Obtain and pay for temporary easements required across property other than that of Owner.
- C. Comply with applicable codes.

1.03 REMOVAL

- A. Completely remove temporary materials, equipment, and offices upon completion of construction.
- B. Repair damage caused by installation and restore to specified or original condition.

1.04 TEMPORARY ELECTRICITY

Electrical service for construction needs shall be provided by the Contractor.

1.05 TEMPORARY WATER

The Contractor shall provide the water necessary for construction, testing, disinfection, or any other required need. Water lost due to breaks caused by Contractor shall be paid for by Contractor.

1.07 TEMPORARY SANITARY

The Contractor shall provide temporary sanitary facilities for its employees during the construction period of this project. The Contractor is responsible for maintenance and cleaning of all temporary sanitary facilities.

- END OF SECTION -

SECTION 015519

ACCESS ROADS AND PARKING AREAS

PART 1 - GENERAL

1.01 WORK INCLUDED

- A. Access roads
- B. Temporary parking
- C. Existing pavements and parking areas
- D. Permanent pavements and parking areas
- E. Maintenance
- F. Removal and repair

1.02 RELATED REQUIREMENTS

- A. Section 017329 - Cutting and Patching
- B. Section 015100 - Temporary Utilities

PART 2 - PRODUCTS

2.01 MATERIALS

For temporary construction: Contractor's option, but must be approved by the Owner.

For permanent construction: As shown on the Drawings and specified herein.

PART 3 - EXECUTION

3.01 PREPARATION

Clear areas, provide proper surface and storm drainage of premises and adjacent areas. Install erosion protection.

3.02 ACCESS ROADS

- A. Construct temporary all-weather access roads from public thoroughfares to serve construction area, of a width and load-bearing capacity to provide unimpeded traffic for construction purposes.

- B. Construct temporary bridges and/or culverts to span low areas and allow unimpeded drainage.
- C. Extend and relocate as Work progress requires, and provide detours as necessary for unimpeded traffic flow.
- D. Locate temporary access roads as approved by the Owner.
- E. Provide and maintain access to all Owner facilities.

3.03 TEMPORARY PARKING

Construct temporary parking areas to accommodate use of construction personnel in an area acceptable to the Owner. Pay all costs relating to temporary parking.

3.04 MAINTENANCE

- A. Maintain traffic and parking areas in a sound condition, free of excavated material, construction equipment, products, mud, snow, and ice. Use whatever dust control measures required to prevent airborne particles.
- B. Maintain existing paved areas used for construction; promptly repair breaks, potholes, low areas, standing water, and other deficiencies to maintain paving and drainage in original and/or specified condition.

3.05 REMOVAL AND REPAIR

- A. Remove temporary materials and construction when permanent facilities are usable as directed by the Owner.
- B. Remove underground work and compacted materials to a depth of two (2) feet; fill and grade site as specified.
- C. Repair existing permanent facilities damaged by usage to original and/or specified condition.

- END OF SECTION -

SECTION 015526

TRAFFIC REGULATION

PART 1 - GENERAL

1.01 WORK INCLUDED

- A. Construction parking control.
- B. Flagmen.
- C. Flares and lights.
- D. Haul routes.
- E. Removal.

1.02 RELATED SECTIONS

- A. Part IV – Special Conditions
- B. Section 015600 – Barriers

PART 2 - PRODUCTS

2.01 SIGNS AND DEVICES

- A. Traffic Cones and Drums, Signage, Flares and Lights: as required/approved by federal, state, and local jurisdictions.
- B. Flagman Equipment: as required by federal, state, and local jurisdictions.

PART 3 - EXECUTION

3.01 CONSTRUCTION PARKING CONTROL

- A. Control vehicular parking to prevent interference with public traffic and parking, access by emergency vehicles and Owner's operations.
- B. Monitor parking of construction personnel's vehicles in existing facilities. Maintain vehicular access to and through parking areas.
- C. Prevent parking on or adjacent to access roads or in non-designated areas.

3.02 TRAFFIC CONTROL

- A. Contractor shall abide by county and state regulations governing utility construction Work.
- B. Traffic control shall be provided according to the Kentucky Department of Highways Manual on Uniform Traffic Control Devices for Streets and Highways.
- C. In the event a road closure is necessary, the contractor shall notify and coordinate activities with the local police dispatch.

3.03 FLAGMEN

Provide trained and equipped flagmen to regulate traffic when construction operations or traffic encroach on public traffic lanes.

3.04 FLARES AND LIGHTS

Use flares and lights during hours of low visibility to delineate traffic lanes and to guide traffic.

3.05 HAUL ROUTES

- A. Consult with authorities, establish public thoroughfares to be used for haul routes and site access.
- B. Confine construction traffic to designated haul routes.
- C. Provide traffic control at critical areas of haul routes to regulate traffic and minimize interference with public traffic.

3.06 REMOVAL

Remove equipment and devices when no longer required.

- END OF SECTION -

SECTION 015600

BARRIERS

PART 1 – GENERAL

1.01 WORK INCLUDED

The Contractor shall provide all temporary barriers in conformance with local, state, and federal codes.

- END OF SECTION -

SECTION 015620

PROTECTION OF WORK AND PROPERTY

PART 1 - GENERAL

1.01 REQUIREMENTS INCLUDED

Protection for products (including Owner-provided products) after installation and existing property.

1.02 RELATED REQUIREMENTS

Part IV – General Conditions

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.01 PROTECTION AFTER INSTALLATION

- A. Protect installed products and control traffic in immediate area to prevent damage from subsequent operations.
- B. Restrict traffic of any kind across planted lawn and landscape areas.

- END OF SECTION -

SECTION 015633

SECURITY

PART 1 - GENERAL

1.01 WORK INCLUDED

- A. The project area has to remain safely accessible to Owner's personnel; however, the Contractor shall provide any non-interfering security he deems necessary to protect his Work, equipment, etc.
- B. Provide an adequate system to secure the project area at all times, especially during non-construction periods; the Contractor shall be solely responsible for taking proper security measures.

1.02 COSTS

Contractor shall pay for all costs for protection and security systems.

- END OF SECTION -

SECTION 015700

TEMPORARY CONTROLS

PART 1 – GENERAL

1.01 REQUIREMENTS INCLUDED

- A. Dust control.
- B. Erosion and sediment control.
- C. Surface drainage.

1.02 RELATED REQUIREMENTS

Section 015100 – Temporary Utilities
Section 312500 – Erosion and Sediment Control

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.01 DUST AND EROSION CONTROL

- A. Plan and execute construction by methods to control surface drainage from cuts and fills and from borrow and waste disposal areas. Prevent erosion and sedimentation.
- B. Execute Work by methods to minimize raising dust from construction operations. Provide positive means to prevent airborne dust from dispersing into atmosphere.
- C. Minimize amount of bare soil exposed at one time.
- D. Provide temporary measures such as berms, dikes, drains, silt fence, gabions, etc., so as to minimize siltation due to runoff.
- E. Construct fill and waste areas by selective placement to avoid erosive, exposed surface of silts or clays.
- F. Periodically inspect earthwork to detect evidence of erosion and sedimentation; promptly apply corrective measures.

3.02 SURFACE RUNOFF CONTROL

Provide temporary control of surface runoff from adjacent property until project is complete and in service.

- END OF SECTION -

Temporary Controls
015700-1

SECTION 016100

MATERIAL AND EQUIPMENT

PART 1 - GENERAL

1.01 STORAGE OF MATERIALS AND EQUIPMENT

All excavated materials and equipment to be incorporated in the Work shall be placed so as not to injure any part of the Work or existing facilities and so that free access can be had at all times to all parts of the Work and to all public utility installations in the vicinity of the Work. Materials and equipment shall be kept neatly piled and compactly stored in such locations as will cause a minimum of inconvenience to public travel and adjoining owners, tenants, and occupants.

1.02 HANDLING AND DISTRIBUTION

- A. The Contractor shall handle, haul, and distribute all materials and all surplus materials on the different portions of the Work, as necessary or required; shall provide suitable and adequate storage room for materials and equipment during the progress of the Work, and be responsible for the protection, loss of, or damage to materials and equipment furnished by him, until the final completion and acceptance of the Work.
- B. Storage and demurrage charges by transportation companies and vendors shall be borne by the Contractor.

1.03 MATERIALS, SAMPLES, INSPECTION

- A. Unless otherwise expressly provided on the Drawings or in any of the other Contract Documents, only new materials and equipment shall be incorporated in the Work. All materials and equipment furnished by the Contractor to be incorporated in the Work shall be subject to the inspection of the Owner. No material shall be processed or fabricated for the Work or delivered to the Work site without prior concurrence of the Owner.
- B. As soon as possible after execution of the Agreement, the Contractor shall submit to the Owner the names and addresses of the manufacturers and suppliers of all materials and equipment he proposes to incorporate into the Work. When shop and working Drawings are required as specified below, the Contractor shall submit prior to the submission of such Drawings, data in sufficient detail to enable the Owner to determine whether the manufacturer and/or the supplier have the ability to furnish a product meeting the Specification. As requested, the Contractor shall also submit data relating to the materials and equipment he proposes to incorporate into the Work in sufficient detail to enable the Owner to identify and evaluate the particular product and to determine whether it conforms to the Contract requirements. Such data shall be submitted in a manner similar to that specified for submission of shop and working Drawings.

- C. Facilities and labor for the storage, handling, and inspection of all materials and equipment shall be furnished by the Contractor. Defective materials and equipment shall be removed immediately from the site of the Work.
- D. If the Owner so requires, either prior to or after commencement of the Work, the Contractor shall submit samples of materials for such special tests as the Owner deems necessary to demonstrate that they conform to the Specifications. Such samples, including concrete test cylinders, shall be furnished, taken, stored, packed, and shipped by the Contractor as directed. The Contractor shall furnish suitable molds for making concrete test cylinders.
- E. All samples shall be packed so as to reach their destination in good condition, and shall be labeled to indicate the material represented, the name of the building or work and location for which the material is intended, and the name of the Contractor submitting the sample. To ensure consideration of samples, the Contractor shall notify the Owner by letter that the samples have been shipped and shall properly describe the samples in the letter. The letter of notification shall be sent separate from and should not be enclosed with the samples.
- F. The Contractor shall submit data and samples, or place his orders, sufficiently early to permit consideration, inspection, and testing before the materials and equipment are needed for incorporation in the Work. The consequences of his failure to do so shall be the Contractor's sole responsibility.
- G. When required, the Contractor shall furnish to the Owner triplicate sworn copies of manufacturer's shop or mill tests (or reports from independent testing laboratories) relative to materials, equipment performance ratings, and concrete data.
- H. After review of the samples, data, etc., the materials and equipment used on the Work shall in all respects conform therewith.

- END OF SECTION -

SECTION 016600

STORAGE

PART 1 - GENERAL

1.01 REQUIREMENTS INCLUDED

- A. General Storage
- B. Enclosed Storage
- C. Exterior Storage
- D. Maintenance of Storage

1.02 RELATED REQUIREMENTS

Part IV – General Conditions

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.01 GENERAL STORAGE

- A. Store products, immediately on delivery, in accordance with manufacturer's instructions, with seals and labels intact. Protect until installed.
- B. Arrange storage in a manner to provide access for maintenance of stored items and for inspection.

3.02 ENCLOSED STORAGE

- A. Store products, subject to damage by the elements, in substantial weather-tight enclosures.
- B. Maintain temperature and humidity within ranges stated in manufacturer's instructions.
- C. Provide humidity control and ventilation for sensitive products as required by manufacturer's instructions.
- D. Store unpacked and loose products on shelves, in bins, or in neat groups of like items.

Storage
016600-1

3.03 EXTERIOR STORAGE

- A. Provide substantial platforms, blocking, or skids, to support fabricated products above ground; slope to provide drainage. Protect products from soiling and staining.
- B. For products subject to discoloration or deterioration from exposure to the elements, cover with impervious sheet material. Provide ventilation to avoid condensation.
- C. Store loose granular materials on clean, solid surfaces such as pavement, or on rigid sheet materials, to prevent erosion and ponding of water.
- D. Provide surface drainage to prevent erosion and ponding of water.
- E. Prevent mixing of refuse or chemically injurious materials.

3.04 MAINTENANCE OF STORAGE

- A. Periodically inspect stored products on a scheduled basis. Maintain a log of inspections, make available to Owner on request.
- B. Verify that storage facilities comply with manufacturer's product storage requirements.
- C. Verify that manufacturer required environmental conditions are maintained continually.
- D. Verify that surfaces of products exposed to the elements are not adversely affected; that any weathering of finishes is acceptable under requirements of Contract Documents.

- END OF SECTION -

SECTION 017329

CUTTING AND PATCHING

PART 1 - GENERAL

1.01 WORK INCLUDED

- A. Provide cutting and patching work to properly complete the Work of the project.
- B. Do not cut and patch in a manner that would result in a failure of the Work to perform as intended, decreased energy performance, increased maintenance, decreased-operational life, or decreased safety.

PART 2 - PRODUCTS

2.01 MATERIALS

Match existing materials for cutting and patching work with new materials conforming to project requirements.

PART 3 - EXECUTION

3.01 INSTALLATION

- A. Inspect conditions prior to Work to identify scope and type of Work required. Protect adjacent Work. Notify Owner of Work requiring interruption to building services or Owner's operations.
- B. Perform Work with workmen skilled in the trades involved. Prepare sample area of each type of Work for approval.
- C. Cutting: Use cutting tools, not chopping tools. Make neat cuts. Minimize damage to adjacent Work. Check for concealed utilities and structure before cutting.
- D. Patching: Make patches, seams, and joints durable and inconspicuous. Comply with tolerances for new Work.
- E. Clean Work area and areas affected by cutting and patching operations.

- END OF SECTION -

SECTION 017423

FINAL CLEANING

PART 1 - GENERAL

1.01 WORK INCLUDED

- A. On a continuous basis, maintain premises free from accumulations of waste, debris, and rubbish, caused by operations.
- B. At completion of work, remove waste materials, rubbish, tools, equipment, machinery, and surplus materials, and clean all sight-exposed surfaces; leave project clean and ready for occupancy.

1.02 RELATED REQUIREMENTS

- A. Section 017100 - Contract Closeout
- B. Section 017329 - Cutting and Patching
- C. Cleaning for Specific Products or Work: Specification section for that work

1.03 SAFETY REQUIREMENTS

- A. Hazards Control
 - 1. Store volatile wastes in covered metal containers, and remove from premises daily.
 - 2. Prevent accumulation of wastes which create hazardous conditions.
 - 3. Provide adequate ventilation during use of volatile or noxious substances.
- B. Conduct cleaning and disposal operations to comply with local ordinances and anti-pollution laws.
 - 1. Do not burn or bury rubbish and waste materials on project site without written permission from the Owner.
 - 2. Do not dispose of volatile wastes such as mineral spirits, oil, or paint thinner in storm or sanitary drains.
 - 3. Do not dispose of wastes into streams or waterways.

PART 2 - PRODUCTS

2.01 MATERIALS

Use only cleaning materials recommended by manufacturer of surface to be cleaned.

PART 3 - EXECUTION

3.01 DURING CONSTRUCTION

- A. Execute cleaning to ensure that the facility, grounds, roadways, and public properties are maintained free from accumulations of waste materials and rubbish.
- B. Wet down dry materials and rubbish to lay dust and prevent blowing dust.
- C. At reasonable intervals during progress of work, clean site and public properties, and dispose of waste materials, debris, and rubbish.
- D. Provide on-site containers for collection of waste materials, debris, and rubbish.
- E. Remove waste materials, debris, and rubbish from site and legally dispose of at public or private dumping areas off Owner's property.
- F. Handle materials in a controlled manner with as few handlings as possible; do not drop or throw materials from heights.
- G. The Contractor shall thoroughly clean all materials and equipment installed.

3.02 FINAL CLEANING

- A. Employ experienced workmen, or professional cleaners, for final cleaning.
- B. Repair, patch, and touch up marred surfaces to specified finish, to match adjacent surfaces.
- C. Broom clean paved surfaces; rake clean other surfaces of grounds.
- D. Maintain cleaning until project, or portion thereof, is occupied by Owner.
- E. The Contractor shall restore or replace existing property or structures as promptly and practicable as work progresses.

- END OF SECTION -

SECTION 017836

WARRANTIES AND BONDS

PART 1 - GENERAL

1.01 WORK INCLUDED

- A. Compile specified warranties and bonds.
- B. Compile specified service and maintenance contracts.
- C. Co-execute submittals when required.
- D. Review submittals to verify compliance with Contract Documents.

1.02 RELATED REQUIREMENTS

- A. Bid Bond
- B. Performance and Payment Bonds
- C. Guaranty
- D. General Warranty of Construction
- E. Warranties and bonds required for specific products: as listed in other Specification sections.

1.03 EXECUTION OF BONDS

- A. Performance and Payment Bonds shall be executed and in full effect at the same time as the Agreements are executed.
- B. Warranty Bond shall be issued with final application for payment.

1.04 SUBMITTALS REQUIREMENTS

- A. Assemble warranties, bonds, and service and maintenance contracts, executed by each of the respective manufacturers, suppliers, and subcontractors.
- B. Furnish two (2) original signed copies.
- C. Table of Contents: neatly typed, in orderly sequence. Provide complete information for each item:
 - 1. Product, equipment, or Work item
 - 2. Manufacturer name, address, and telephone number

3. Supplier name, address, and telephone number
4. Contractor name, address, and telephone number
5. Scope
6. Date of beginning of warranty, bond, or service and maintenance contract
7. Duration of warranty, bond, or service and maintenance contract
8. Provide information for Owner's personnel:
 - a. Proper procedure in case of failure
 - b. Instances that might affect the validity of warranty or bond

1.05 FORM OF SUBMITTALS

- A. Prepare in duplicate packets
- B. Format
 1. Size 8½" x 11", punch sheets for 3-ring binder; fold larger sheets to fit into binders.
 2. Cover: identify each packet with typed or printed title "WARRANTIES AND BONDS". List:
 - a. Title of project
 - b. Date of project
 - c. Contractor name, address, and telephone number
- C. Binders: commercial quality, 3-ring, with durable and cleanable plastic covers

1.06 SUBMITTALS REQUIRED

Submit warranties, bonds, and service and maintenance contracts as specified in the respective sections of the Specifications. Additionally, the Contractor shall warrant the entire Contract, including all concrete, paving, building, plumbing, HVAC, mechanical and electrical equipment to be free from defects in design and installation for one (1) year from the date of startup. In the event a component fails to perform as specified or is proven defective in service during the warranty period, the Contractor shall repair the defect without cost to the Owner.

- END OF SECTION -

DIVISION 02
EXISTING CONDITIONS

SECTION 024100

DEMOLITION

PART 1 - GENERAL

1.01 WORK INCLUDED

- A. Contractor shall furnish all labor, materials, equipment and incidentals required for demolition, removal, and disposal work as shown and specified.
- B. Included, but not limited to, are demolition and removal of existing materials, equipment, or work necessary to install the new work as shown and specified and to connect same with existing work in an approved manner. Demolition includes, but is not necessarily limited to, structural steel, structural concrete, miscellaneous metal, piping, equipment, attachments, appurtenances, and similar existing facilities.
- C. Demolition and removal which may be specified under other sections shall conform to requirements of this section.
- D. All work shall comply with all federal, state, and local codes and regulations regarding safety.

1.02 SUBMITTALS

- A. Contractor shall submit for review proposed methods, equipment, and operations sequence. Include coordination to ensure no interruption of Owner's operations.

1.03 JOB CONDITIONS

- A. Protection
 - 1. Contractor shall execute the demolition and removal work to prevent damage or injury to structures, occupants thereof and adjacent features which might result from falling debris or other causes, and so as not to interfere with the use, and free and safe passage to and from, adjacent structures.
 - 2. Closing or obstructing of roadways and passageways adjacent to the work by the placement or storage of materials will not be permitted, and all operations shall be conducted with a minimum interference to traffic on these ways unless approved by the Owner.
 - 3. Contractor shall erect and maintain barriers, lights, and other required protective devices.
 - 4. Contractor shall repair damage done to facilities to remain, or to any property belonging to the Owner or occupants of the facilities at no additional cost to the Owner.

B. Scheduling

1. Contractor shall carry out his operations so as to avoid interference with operations and work in the existing facilities.

C. Notification

1. At least 48 hours prior to commencement of a demolition or removal, Contractor shall notify the Owner in writing of his proposed schedule. Owner shall inspect the existing equipment and identify and mark those items which are to remain the property of the Owner. No removals shall be started without the written permission of the Owner.

D. Explosives

1. Do not bring explosives on site nor use explosives for demolition.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.01 GENERAL

- A. All materials and equipment removed from existing work shall become the property of the Contractor, except for those which the Owner has identified and marked for its use. All materials and equipment marked by the Owner to remain its property, or designated to be relocated, shall be carefully removed by the Contractor so as not to be damaged, and then cleaned and stored on or adjacent to the site in a protected place specified by the Owner or loaded onto trucks provided by the Owner.
- B. Contractor shall dispose of all demolition materials, equipment, debris, and all other items not marked by the Owner to remain as its property at the location as directed by the Owner and in conformance with all existing applicable laws and regulations.
- C. Surfaces of walls, floors, ceilings, or other areas which are exposed by any of the removals specified herein, and which will remain as architecturally finished surfaces and which have holes, scars, chipped or other damaged surfaces revealed by the removal shall be repaired by the Contractor with the same or matching materials as the existing surface or as may be otherwise approved by the Owner.
- D. Pollution Controls: Use water sprinkling, temporary enclosures, and other suitable methods to limit the amount of dust and dirt rising and scattering in the air to the lowest practical level. Comply with governing regulations pertaining to environmental protection.

1. Do not use water when it may create hazardous or objectionable conditions such as ice, flooding, and pollution.
2. Clean adjacent structures, facilities, and improvements of dust, dirt and debris caused by demolition operations. Return adjacent areas to conditions existing prior to the start of the work.

3.02 STRUCTURAL REMOVALS

- A. Existing structures which are designated to be demolished shall be removed in their entirety unless noted otherwise on the drawings.
- B. All concrete, concrete block, reinforcement, plaster, wire mesh and other items contained in or upon the structures shall be removed and taken from the site, unless otherwise approved by the Owner. Demolished items shall not be used in backfill.
- C. All structural and miscellaneous metals designated to remain the property of the Owner shall be removed and stored on or adjacent to the site in a protected place specified by the Owner or loaded onto trucks provided by the Owner.
- D. After removal of parts or all of masonry walls, slabs and like work which tie into new work or existing work, the point of junction shall be neatly repaired so as to leave only finished edges and surface exposed.
- E. After removing the demolished structures, remaining cavities shall be backfilled with soil unless otherwise noted on the drawings.

3.03 CLEAN UP

- A. Contractor shall remove from the site all debris resulting from the demolition operations as it accumulates. Upon completion of the work, all materials, equipment, waste, and debris of every sort shall be removed. The premises shall be left clean, neat and orderly.

- END OF SECTION -

DIVISION 03

CONCRETE

SECTION 032000
REINFORCING STEEL

PART 1 – GENERAL

1.01 WORK INCLUDED

- A. Reinforcing steel.
- B. Shop Drawings.

1.02 RELATED SECTIONS

Section 033000 – Cast-in-Place Concrete.

1.03 REFERENCES

- A. ASTM A-615 - Deformed and Plain Billet - Steel Bars for Concrete Reinforcement.
- B. ACI 315 - Details and Detailing of Concrete Reinforcement.
- C. ACI 315R - Manual of Engineering and Placing Drawings for Reinforced Concrete Structures.
- D. ASTM A-185 - Welded Steel Wire Fabric For Concrete Reinforcement.
- E. ACI 301- Specifications For Structural Concrete For Buildings.
- F. ACI 318 - Building Code Requirements for Reinforced Concrete.
- G. ACI 117 - Standard Specifications for Tolerances for Concrete Construction and Materials.

1.04 SUBMITTALS

Shop Drawings: The Contractor shall submit a complete set of shop drawings including schedules and bending drawings for all reinforcement used in the work in accordance with ACI 315, and ACI 315R. Review of drawings by the Contractor and the Owner is required before shipment can be made.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. The minimum yield strength of the reinforcement shall be 60,000 pounds per square inch. Bar reinforcement shall conform to the requirements of ASTM A-615, A-616, or A-617. All bar reinforcement shall be deformed.
- B. Smooth dowels shall be plain steel bars conforming to ASTM A-615, Grade 60.
- C. Welded wire fabric shall conform to ASTM 185, welded steel wire fabric for concrete reinforcement.
- D. Reinforcement supports and other accessories in contact with the forms for members which will be exposed to view in the finished work shall have approved high density polyethylene tips so that the metal portion shall be at least one quarter of an inch from the form or surface. Supports for reinforcement, when in contact with the ground or stone fill, shall be precast concrete blocks.

2.02 FABRICATION

- A. Reinforcement shall be cold bent. It shall be bent accurately to the dimensions and shapes shown on the plans and to within tolerances specified in the CRSI Manual of Standard Practice.
- B. Reinforcement shall be shipped with other bars of the same size and shape, fastened securely with wire and with metal identification tags using size and mark.

PART 3 - EXECUTION

3.01 PLACING AND FASTENING

- A. Before being placed in position, reinforcement shall be cleaned of loose mill and rust scale, dirt and other coatings that will interfere with development of proper bond.
- B. Reinforcement shall be accurately placed in positions shown on the Drawings and firmly held in place during placement and hardening of concrete by using annealed wire ties. Bars shall be tied as required to prevent displacement under foot traffic and during casting operations, and shall be placed within tolerances allowed in ACI 117.
- C. Distance from the forms shall be maintained by means of stays, blocks, ties, hangers or other approved supports. (See paragraph 2.01 D) Fabric reinforcement shall be supplied as flat sheets.

- D. Before any concrete is placed, the Owner or appointed representative shall have inspected the placing of the steel reinforcement and given permission to deposit the concrete. Concrete placed in violation of this provision will be rejected and thereupon shall be removed.
- E. Unless otherwise specified, reinforcement shall be furnished in the full lengths indicated on the plans. Splicing of bars, except where shown on the Drawings, will not be permitted without the approval of the Owner. Where splices are made, they shall be staggered insofar as possible.
- F. Wire mesh reinforcement shall be continuous between expansion joints. Laps shall be at least one full mesh plus 2", staggered to avoid continuous lap in either direction and securely wired or clipped with standard clips.
- G. Dowels shall be installed at right angles to construction joints and expansion joints. Dowels shall be accurately aligned parallel to the finished surface, and shall be rigidly held in place and supported during placing of the concrete.

- END OF SECTION -

SECTION 033000

CAST-IN-PLACE CONCRETE

PART 1 – GENERAL

1.01 DESCRIPTION OF WORK

- A. Provide all labor, material, equipment, and services to complete all cast-in-place concrete work stipulated by the project, shown on the Drawings, or as herein specified. Generally, the work is to include, but not limited to, the following:
1. Entire concrete work shown on the contract Drawings.
 2. Steel reinforcement.
 3. Exterior concrete pavements, walks, and concrete curbs.
 4. Concrete accessories.
 5. Openings, pockets, chases, blockouts required, or as shown on the Drawings.
 6. Forming, finishing, curing, and patching.
 7. Construction, control, and expansion joints.
 8. Granular base course under all exterior pavements as indicated.
 9. Sealing of construction joints, exterior concrete pavements, and walks.
 10. Non-shrink grout, grout, and patching mortar.
- B. All work shall be performed to provide homogeneous concrete having required strength, durability, weather resistance, and watertight basins without any structural defects such as, but not limited to, planes of weakness, pronounced honeycombs, voids, and air pockets.

1.02 REFERENCES (Latest Editions)

- A. ACI 211.1- Recommended Practice for Selecting Proportions for Normal and Heavyweight Concrete
- B. ACI 301 – Standard Specifications for Structural Concrete
- C. ACI 302 – Guide for Concrete Floor and Slab Construction
- D. ACI 304 – Recommended Practice for Measuring, Mixing, Transporting, and Placing Concrete
- E. ACI 305R – Hot Weather Concreting
- F. ACI 306R – Cold Weather Concreting

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- G. ACI 308 – Standard Practice for Curing Concrete
- H. ACI 311 – Recommended Practice for Concrete Inspection
- I. ACI 315 – Details and Detailing of Concrete Reinforcement
- J. ACI 318 – Building Code Requirements for Reinforced Concrete
- K. ACI 350R – Environmental Engineering Concrete Structures
- L. ASTM C33 – Concrete Aggregates
- M. ASTM C94 - Ready-Mixed Concrete
- N. ASTM C150 - Portland Cement
- O. ASTM C260 - Air Entraining Admixtures for Concrete
- P. ASTM C494 - Chemical Admixtures for Concrete
- Q. ASTM C618 - Fly Ash and Raw or Calcinated Natural Pozzolan for Use as a Mineral Admixture in Portland Cement Concrete
- R. ASTM C948 - Test Method for Dry and Wet Bulk Density, Water Absorption and Apparent Porosity of Thin Sections of Glass-Fiber-Reinforced Concrete
- S. ASTM D994 - Preformed Expansion Joint Filler for Concrete (Bituminous Type)
- T. ASTM D1190 - Concrete Joint Sealer, Hot-Poured Elastic Type
- U. ASTM C1116 – Standard Specification for Fiber-Reinforced Concrete
- V. ASTM D1751 - Preformed Expansion Joint Fillers for Concrete Paving and Structural Construction (Non-extruding and Resilient Bituminous Types)
- W. ASTM D1752 - Preformed Sponge Rubber and Cork Expansion Joint Fillers for Concrete Paving and Structural Construction
- X. ASTM E1155 – Test Method for Determining F_F Floor Flatness and F_L Floor Levelness Numbers

1.03 SUBMITTALS

A. Product Data

For each manufactured material and product utilized under this section including, but not limited to, aggregates, admixtures, method of adding admixtures, materials and method of curing, method of developing bond at joints, joint materials, and vapor barriers.

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- B. Design Mixes
For each concrete mix indicated.
- C. Shop Drawings
Include details of steel reinforcement placement including material, grade, bar schedules, stirrup spacing, bent bar diagrams, arrangement, and supports. Shop drawings to include the proposed construction and control joint locations.
- D. Material Certificates
- E. Testing agency to perform service required in ACI 301.
- F. Laboratory tests on concrete.
- G. If ready-mixed concrete is used, provide the following:
 - 1. Physical capacity of mixing plant.
 - 2. Trucking facilities available.
 - 3. Estimated average amount which can be produced and delivered to the site during a normal 8-hour day excluding the output to other customers.
 - 4. Delivery and Batch Tickets: Furnish copies of all delivery and batch tickets for each load of concrete delivered to the site. Provide items of information as specified in ASTM C 94.

1.04 QUALITY CONTROL

- A. Manufacturer Qualifications
A firm experienced in manufacturing ready-mixed concrete products complying with ASTM C 94 requirements for production facilities and equipment.
- B. Comply with ACI 301, "Specifications for Structural Concrete"; including the following unless modified by the requirements of the Contract Documents.
 - 1. General requirements including submittals, quality control, acceptance of structure, and protection of in-place concrete.
 - 2. Formwork and form accessories.
 - 3. Steel reinforcement and supports.
 - 4. Concrete mixtures.
 - 5. Handling, placing, and constructing concrete.
- C. Conform to ACI 305R when concreting during hot weather.
- D. Conform to ACI 306R when concreting during cold weather.

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- E. Acquire cement and aggregate from same source for all work.
- F. Preinstallation Conference
Conduct conference at project site.

PART 2 – PRODUCTS

2.01 MATERIALS

- A. Formwork
Furnish formwork and form accessories according to ACI 301.
- B. Steel Reinforcement
 1. Reinforcing Bars: ASTM A 615, Grade 60, deformed.
 2. Plain-Steel Tie Wire: ASTM A 82, as drawn.
 3. Plain-Steel Welded Wire Fabric: ASTM A 185, fabricated from as-drawn steel wire into flat sheets.
 4. Supports for Reinforcement: Bolsters, chairs, spacers, and other devices for spacing, supporting, and fastening reinforcing bars and welded wire fabric in place. Use wire-bar-type supports complying with CRSI specifications.
 - a. For slabs-on-grade, use supports with sand plates or horizontal runners where base material will not support chair legs.
 - b. For exposed-to-view concrete surfaces where legs of support are in contact with forms, provide supports with legs that are protected by plastic (CRSI, Class 1) or stainless steel (CRSI, Class 2).
- C. Concrete Materials
 1. Portland Cement: ASTM C 150, Type I or II. Air-entrained Portland cements shall not be utilized.
 2. Normal-Weight Aggregate: ASTM C 33, uniformly graded, not exceeding 1½-inch nominal size for foundation mats, and not exceeding ¾-inch for others.
 3. Water: Complying with ASTM C 94.
- D. Admixtures
 1. Air-Entraining Admixture: ASTM C 260.
 2. Water-Reducing Admixture: ASTM C 494, Type A.

3. High-Range, Water-Reducing Admixture (Superplasticizers): ASTM C 494, Type F.
4. Water-Reducing and Accelerating Admixture: ASTM C 494, Type E.
5. Water-Reducing and Retarding Admixture: ASTM C 494, Type D.
6. Fly Ash: ASTM C 618, Type F.
7. General
 - a. Submit method of adding mixtures.
 - b. All admixtures shall be approved by the cement manufacturer.
 - c. Use water-reducing admixture or high-range water-reducing admixture (superplasticizers), (ASTM C 494, type F) in concrete, as required, for placement and workability.
 - d. Use accelerating admixture in concrete slabs placed at ambient temperatures below 50°F.
 - e. Use high-range water-reducing admixture in pumped concrete, architectural concrete, and concrete required to be watertight, and concrete with water-cement ratios below 0.50.
 - f. Use air-entraining admixture in exterior exposed concrete unless otherwise indicated. Add air-entraining admixture at manufacturer's prescribed rate to result in concrete at point of placement having total air content with a tolerance of plus or minimum 1½ percent within the following limits:
 - (1) Concrete structures and slabs exposed to freezing and thawing; deicers, chemicals, or hydraulic pressure:
 - (1a) 4.5 percent (moderate exposure); for 1½-inch maximum aggregate.
 - (1b) 4.5 percent (moderate exposure); for 1-inch maximum aggregate.
 - (1c) 5.0 percent (moderate exposure); for ¾-inch maximum aggregate.
 - (1d) 5.5 percent (moderate exposure); for ½-inch maximum aggregate.
 - (2) Other concrete not exposed to freezing, thawing, or hydraulic pressure, or to receive a surface hardener: 2 to 4 percent.
 - (3) Air content of trowel-finished interior concrete floor shall not exceed 3.0 percent.
 - g. Use admixtures for water reduction and set accelerating or retarding in strict compliance with manufacturer's directions.

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E. Form Materials

1. Forms for Exposed Finish Concrete

Plywood, metal, metal framed plywood faced, or other acceptable panel-type materials, to provide continuous, straight, smooth, exposed surfaces. Furnish in largest practicable sizes to minimize number of joints and to conform to joint system shown on Drawings.

2. Forms for Unexposed Finish Concrete

Plywood, lumber, metal, or other acceptable material. Provide lumber dressed on at least two edges and one side for tight fit.

3. Form Coatings

Provide commercial formulation form-coating compounds with a maximum VOC of 350 mg/L that will not bond with, stain, or adversely affect concrete surfaces, and will not impair subsequent treatments of concrete surfaces.

4. Form Ties

Factory-fabricated, adjustable length, removable, or snap-off metal form ties, designed to prevent form deflection and to prevent spalling concrete upon removal. Provide units that will leave no metal closer than 1½ inches to exposed surface.

F. Vapor Retarder

1. Multi-ply reinforced polyethylene sheet, ASTM E 1745, Class C, not less than 7.8 mils thick.

2. Fine-Graded Granular Cover Material: Clean mixture of crushed stone, crushed gravel, and manufactured or natural sand; ASTM D 448, Size 10, with 100 percent passing a No. 4 sieve and 10 to 30 percent passing a No. 100 sieve; complying with deleterious substance limits of ASTM C 33 for fine aggregates.

G. Joint Filler Strip

ASTM D 1752; closed cell polyvinyl chloride or molded vinyl foam, resiliency recovery of 95 percent if not compressed more than 50 percent of original thickness. Asphalt impregnated fiberboard (ASTM D 1751) may be used with Owner's approval.

H. Curing Materials

General curing and sealing compounds shall be clear such that the finished work maintain the concrete gray color without any noticeable discoloring.

1. Evaporation Retarder: Waterborne, monomolecular film forming, manufactured for application to fresh concrete.

2. Absorptive Cover: ASHTO M 182, Class 2, burlap cloth made from jute or kenaf.
3. Moisture-Retaining Cover: ASTM C 171, polyethylene film or white burlap-polyethylene sheet.
4. Clear, Waterborne, Membrane-Forming Curing Compound: ASTM C 209, Type 1, Class B, manufactured by Sonneborn, W.R. Meadow, The Euclid Chemical Company, or equal.
5. Clear, Waterborne, Membrane-Forming Curing and Sealing Compound (Non-Yellowing): ASTM C 1315, Type 1, Class A, for concrete floors manufactured by Sonneborn, W.R. Meadow, The Euclid Chemical Company, or equal.

I. Concrete Construction Joint Sealants

Two-component, non-sag, polyurethane base, elastomeric sealants shall be utilized at all construction joints. Sealants shall perform properly under water submersion with no adverse chemical reactions. Joint sealants shall be Sikaflex-2C NS, manufactured by Sika Corporation, or equal. Primer shall be utilized where the joints are subjected to water submersion after cure, and other locations as instructed by the manufacturer. Installation shall be per manufacturer's instructions.

J. Self-Leveling Floor, Deck, and Sidewalk Joint sealant

1. One-part self-leveling polyurethane sealant for concrete floors, decks, sidewalks, and other horizontal contraction and expansion joints shall be Sonolastic SL1, complying with Federal Specification TT-S-00230C, Type 1, Class A and ASTM C 920. Sealant shall be manufactured by Sonneborn or W.R. Grace Company or equal.
2. Sealant color shall be limestone or gray as selected by the Owner unless otherwise required.

K. Joint Sealants and Backing for Sealant

1. For sealing vertical exposed faces of joint fillers, use Sonneborn Sonolastic NP1 or NP2 (one or two component urethane) or equivalent W.R. Grace Co. products, or equal. For water immersion, prime with Sonneborn-Contech Primer No.733 for concrete and masonry or Primer No. 758 for glass and metals or as required by manufacturers of equivalent acceptable sealants.
2. For sealing horizontal exposed faces of joint fillers, use Sonneborn Sonolastic SL1, one-part, self-leveling, polyurethane sealant with Primer No. 733 or equivalent W.R. Grace Co. products, or equal.
3. Where additional sealant backing is needed to control the depth of sealant in relation to joint width, use Sonneborn Sonoflex F foam expansion joint filler or Sonofoam Backer Rod (closed cell polyethylene foam) or equivalent W.R. Grace Co. products or equal.

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L. Epoxy Bonding Agent

1. Provide an epoxy-resin bonding agent, two component type.
2. Product and Manufacturer - provide one of the following:
 - a. Sikadur Hi-Mod LPL by Sika Corporation.
 - b. Eucopoxy LPL by the Euclid Chemical Company, or equal.

M. Patching Mortar

Use free flowing, polymer modified cementitious mortar, "Euco Thin Coat, Concrete Coat" (horizontal repairs), "verticoat" (vertical and overhead repairs) by the Euclid Chemical Company or "Sikatop 121 or 122" (horizontal repairs), "Sikatop 123" (vertical and overhead repairs) by Sika Corp.

N. Construction Joint Devices

Integral galvanized steel, formed to tongue and groove profile, with removable top strip exposing sealant trough, knockout holes spaced at six (6) inches, ribbed steel spikes with tongue to fit top screed edge.

O. Fiber Reinforcement

Where specified on Drawings, provide polypropylene synthetic macro-fiber reinforcement at a minimum rate of 3.0 lb/cy. The fiber reinforced concrete shall conform to ASTM C1116.

2.02 CONCRETE PROPORTIONING AND DESIGNING MIXES

- A. Comply with ACI 301 requirements for concrete mixtures unless otherwise specified herein.
- B. Prepare design mixes for each type and strength of concrete by either laboratory trial batch or field experience methods as specified in ACI 301. For the trial batch method, use an independent testing agency acceptable to Owner for preparing and reporting proposed mix design.
 1. Do not use the same testing agency for field quality control testing.
 2. Limit use of fly ash to not exceed 20 percent of cement content by weight.
- C. Submit written reports to Owner of each proposed mix for each class of concrete at least 15 days prior to start of work. Do not begin concrete production until proposed mix designs have been reviewed by Owner.
- D. Design mixes to provide normal weight concrete with the following properties as indicated on drawings and schedules:
 1. 4000 psi, 28-day compressive strength; water-cement ratio, 0.44 maximum.

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E. Slump Limits

Proportion and design mixes to result in concrete slump at point of placement as follows:

1. Ramps, slabs, and sloping surfaces: Not more than three (3) inches.
2. Concrete containing high-range water-reducing admixture (superplasticizer): Not more than eight (8) inches after adding admixture to site-verified 2- to 3-inch slump concrete.

F. Adjustment to Concrete Mixes

Mix design adjustments may be requested by Contractor when characteristics of materials, job conditions, weather, test results, or other circumstances warrant, as accepted by Owner. Laboratory test data for revised mix design and strength results must be submitted to and accepted by Owner before using in work.

G. Ready-Mixed Concrete (Comply with ASTM C 94)

When air temperature is between 85 and 95°F, reducing mixing and delivery time from 1½ hours to 75 minutes; when air temperature is above 90°F, reduce mixing and delivery time to 60 minutes.

H. Provide batch ticket for each batch discharged and used in the work, indicating project identification name and number, date, mix type, mix time, quantity, and amount of water added. Record approximate location of final deposit in structure.

PART 3 – EXECUTION

3.01 INSTALLATION, GENERAL

A. Examination

1. Verify site conditions.
2. Verify requirements for concrete cover over reinforcement. Where not shown, use minimum as specified in ACI 318 and ACI 308 or whichever is deeper.
3. Verify that anchors, plates, reinforcements, and other items to be cast into concrete are accurately placed, positioned securely, and will not cause hardship in placing concrete.

B. Formwork

Design, construct, erect, shore, brace, and maintain formwork according to ACI 301.

C. Vapor Retarder

1. Install, protect, and repair vapor retarder sheets according to ASTM E 1643. Place sheets in position with longest dimensional parallel with direction of pour.
2. Lap joints six (6) inches and seal with manufacturer's recommended tape.
3. Cover vapor retarder with fine-graded granular material, moisten, and compact with mechanical equipment to elevation tolerances of plus 0 inch or minimum 3/4-inch.

D. Steel Reinforcement

1. Comply with ACI 315 and CRSI's "Manual of Standard Practice" for fabricating, placing, and supporting reinforcement.
2. Do not cut or puncture vapor retarder. Repair damage and reseal vapor retarder before placing concrete.

E. Joints

1. Construct joints true to line with faces perpendicular to surface plane of concrete.
2. Construction Joints: Locate and install so as not to impair strength or appearance of concrete at locations indicated on the reviewed shop drawings. Any deviation from the shop drawings shall be approved by Owner.
3. Isolation Joints: Install joint-filler strips at junctions with slabs-on-grade and vertical surfaces such as column pedestals, foundation walls, and other locations as indicated.
 - a. Extend joint fillers full width and depth of joint, terminating flush with finished concrete surface unless otherwise indicated or where joint sealants are specified. Keep top of joint filler 1/2 inch lower than with finished concrete surface.
4. Contraction Joints in Slabs-on-Grade: Form weakened-plane contraction joints, sectioning concrete into areas as indicated unless otherwise is shown. Construct contraction joints, where shown, for a depth equal to at least one-fourth of the concrete thickness, as follows:
 - a. Grooved Joints: Form contraction joints after initial floating by grooving and finishing each edge of joint with groover tool to a radius of 1/8 inch. Repeat grooving of contraction joints after applying surface finishes. Eliminate groover marks on concrete surfaces.
 - b. Sawed Joints: Form contraction joints with power saws equipped with shatterproof abrasive or diamond-rimmed blades. Cut 1/8-inch wide joints into 1/4-inch depth of slab thickness when cutting action will not tear, abrade, or otherwise damage surface and before concrete develops random contraction cracks.

F. Tolerances

Comply with ACI 117, "Specifications for Tolerances for Concrete Construction and Materials".

G. Preparation

1. Prepare previously placed concrete by cleaning with steel brush and applying epoxy bonding agent in accordance with manufacturer's instructions.
2. Coordinate the placement of joint devices with erection of concrete formwork and placement of form accessories.

3.02 CONCRETE PLACEMENT

- A. Comply with recommendations in ACI 304 R for measuring, mixing, transporting, and placing concrete.
- B. Do not add water to concrete during delivery at project site or during placement.
- C. Consolidate concrete with mechanical vibrating equipment.
- D. Notify Owner a minimum of 24 hours prior to commencement of operations.
- E. Ensure reinforcement, inserts, embedded parts, and formed construction and contraction joints are not disturbed during concrete placement.
- F. Separate slabs on grade from vertical surface with 1/4 to 3/8-inch joint filler unless otherwise indicated.
- G. Extend joint filler from bottom of slab to within about 1/2 inch of finished slab surface.
- H. Install preformed metal tongue and groove joint devices, if used, in accordance with manufacturer's instructions.
- I. Apply sealants in joint devices.
- J. Maintain records of concrete placement. Record date, location, quantity, air temperature, and test samples taken.
- K. Place concrete continuously between predetermined expansion, control, and construction joints.
- L. Do not interrupt successive placement; do not permit cold joints to occur.
- M. Provide 3/4-inch chamfers as exposed edges of concrete.

- N. Allow a minimum of three (3) days before placing concrete against a slab or wall already in place.
- O. All embedded aluminum materials in concrete shall be coated as specified.

3.03 FINISHING UNFORMED SURFACES

A. General

Comply with ACI 302.1R for screeding, restraightening, and finishing operations for concrete surfaces. Do not wet concrete surfaces.

- B. Screed surfaces to bring to proper grade. Begin initial floating using bull floats or darbies to form a uniform and open-textured surface plane before excess moisture or bleedwater appears on the surface.

C. Nonslip Broom Finish

Apply a nonslip broom finish to exterior concrete platforms, steps, sidewalks, and ramps. Immediately after float finishing, slightly roughen trafficked surface by brooming with fiber-bristle broom perpendicular to main traffic route.

3.04 CONCRETE PROTECTION AND CURING

A. General

Protect freshly placed concrete from premature drying and excessive cold or hot temperatures. Comply with ACI 306.1 for cold-weather protection, and follow recommendations in ACI 305R for hot-weather protection during curing.

B. Evaporation Retarder

Apply evaporation retarder to concrete surfaces if hot, dry, or windy conditions occur before and during finishing operations. Apply according to manufacturer's written instructions after placing, screeding, and bull floating or darbying concrete, but before float finishing.

- C. Begin curing after finishing concrete, but not before free water has disappeared from concrete surface.

- D. Cure formed and unformed concrete in accordance with ACI 301 and ACI 308, and for at least seven (7) days as follows:

1. **Moisture-Retaining Cover Curing:** Cover concrete surfaces with moisture-retaining cover for curing concrete, placed in widest practicable width, with sides and ends lapped at least 12 inches and sealed by waterproof tape or adhesive. Immediately repair any holes or tears during curing period using cover material and waterproof tape.
2. **Curing Compound:** Apply uniformly in continuous operation by power spray or roller according to manufacturer's written instructions. Recoat

areas subjected to heavy rainfall within three (3) hours after initial application. Maintain continuity of coating and repair damage during curing period.

3.05 FIELD QUALITY CONTROL

A. Testing Agency

Contractor shall engage a qualified independent testing and inspecting agency, acceptable to the Owner, to sample materials, perform tests, and submit test reports during concrete placement. All testing costs shall be borne by the Contractor. Tests will be performed according to ACI 301 except as modified herein. Contractor shall provide testing services for qualification of proposed materials and establishment of design mixture.

B. Provide free access to work and cooperate with appointed testing agency.

C. Submit proposed mix design of each class of concrete to testing firm and Owner for review prior to commencement of work.

D. Tests of cement and aggregates may be performed to ensure conformance with specified requirements.

E. Tests of cement and aggregates may be performed to ensure conformance with the Specifications.

F. Contractor shall have a minimum of four (4) concrete cylinders taken for every 150 c.y. of concrete delivered in one day. One set of cylinders shall be taken from the first delivery. On each day concrete is delivered, at least four (4) concrete cylinders shall be taken. Cylinders shall be submitted to independent laboratory for testing of strength by breaking at 7 days, 14 days, and 28 days by the testing agency. Cylinders shall be cured on-site in same condition as poured concrete.

G. One additional test cylinder will be taken during cold weather concreting, cured on job site under same conditions as concrete it represents.

H. One slump test will be taken for each set of test cylinders taken.

I. One air entrainment test shall be taken for each set of cylinders taken.

J. All material failing to meet the requirements of the Specifications shall not be utilized on the project.

3.06 PATCHING

A. Allow Owner to inspect concrete surfaces immediately upon removal of forms.

B. Excessive honeycomb or embedded debris in concrete is not acceptable. Notify Owner upon discovery.

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- C. Patch imperfections in accordance with ACI 301.

3.07 DEFECTIVE CONCRETE

- A. Defective Concrete

Concrete not conforming to required lines, details, dimensions, tolerances, or specified requirements.

- B. Repair or replacement of defective concrete will be determined by the Owner and all costs shall be borne by Contractor.

- C. Do not patch, fill, touch-up, repair, or replace exposed concrete except upon express direction of Owner for each individual area.

- END OF SECTION -

DIVISION 31

EARTHWORK

SECTION 310516

CRUSHED STONE

PART 1 - GENERAL

1.01 SUMMARY

The Contractor shall furnish all labor, equipment, and materials necessary for the installation of the crushed stone in accordance with the Drawings and Specifications.

1.02 SUBMITTALS

Gradation of stone material shall be performed in accordance with ASTM C33.

PART 2 - PRODUCTS

2.01 CRUSHED STONE

The crushed stone shall meet the following requirements:

- A. Crushed stone shall be clean, hard, durable limestone and meet the Specifications and gradations set forth in Section 805 and Section 703 of the Kentucky Transportation Cabinet *Standard Specifications for Road and Bridge Construction*, latest edition.

PART 3 - EXECUTION

3.01 INSTALLATION

- A. The crushed stone shall be placed in no greater than 6-inch lifts. Compaction shall be achieved by power equipment. The crushed stone shall be installed to the specified lines, grades, cross sections, and depths shown on the Drawings.

- END OF SECTION -

SECTION 312300

EARTHWORK

PART 1 - GENERAL

1.01 SUMMARY

The Contractor shall furnish all labor, materials, and equipment necessary for the construction of the areas requiring the Earthwork in accordance with the Drawings and Specifications. This includes hauling, placing, compacting, screening, crushing, processing, moisture additions, disking, scarification, and all other incidental items required in the work.

1.02 RELATED SECTION

Section 312316 – Excavation

1.03 SUBMITTALS

There are no submittals required for this section.

PART 2 - PRODUCTS

2.01 EQUIPMENT

- A. The equipment used for the Earthwork will be of the Contractors option, unless otherwise called for herein. The equipment used shall have sufficient capabilities to produce a product meeting the desired final performance.
- B. Blasting is not permitted for this project.

2.02 MATERIALS

The material used for the recompaction of subbase shall be as designated or approved by the Owner. This is the material used to achieve subgrade elevation. This material shall include soil from the borrow area if required. The material shall be clean on-site natural soil void of topsoil or other deleterious materials such as vegetation, roots, or other debris. The maximum size rock allowed in the material shall be 2-inches in any dimension. No concrete pad demolition material will be allowed.

PART 3 - EXECUTION

3.01 SUBGRADE PREPARATION

- A. Areas to receive fill of overlying constructed materials shall be compacted by sheepsfoot to a minimum of 92 percent standard Proctor density. The surface

Earthwork
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layers of the subgrade shall be void of topsoil or deleterious material such as vegetation, roots, or other debris.

- B. The placement of the earthen material shall be to the lines and grades as shown in the Drawings.
- C. The construction of the earthen material shall be constructed in loose lifts not to exceed six (6) inches. Each lift shall be compacted using a sheepsfoot roller with a minimum of six (6) passes. Compact each lift as required before depositing material for the next lift. Provide equipment that will satisfy the density requirements at all times. Run the hauling equipment, as much as possible, along the full width of the cross section. Compaction of the subgrade may be tested by the Owner using a nuclear density meter, and may be proof-rolled by the Owner.
- D. The Contractor shall notify the Owner or his representative prior to placement of any material over the subgrade. The Owner or his representative shall visually inspect the exposed surface to evaluate the suitability of the subgrade and ensure that the surface is properly compacted, smooth, uniform, and has positive surface drainage. No material may be placed on the subgrade until approval from the Owner has been received.
- E. The soil subgrade may be proof-rolled by the Owner using a minimum 100,000-pound loaded four tire scraper (20 cubic yards in size), or an equivalent procedure and equipment.
- F. The Contractor shall remove any areas of the subgrade deemed to be soft or contain organic materials. These areas shall be over-excavated to suitable material as approved by the Owner or his representative. The excavated area shall be brought up to grade using suitable material and tested as necessary. No material may be placed on the subgrade until approval has been received.
- G. There shall be no extra cost to the Owner to rework soft subgrade areas in which material was placed and compacted by the Contractor, but are determined to be unsuitable for the subgrade.

3.02 TOLERANCES

Top Surface of Fill Material: Plus or minus one-tenth (0.1) foot.

- END OF SECTION -

SECTION 312316

EXCAVATION

PART 1 - GENERAL

1.01 SUMMARY

The Contractor shall furnish all labor, materials, and equipment necessary for the unclassified excavation as shown on the Drawings.

1.02 RELATED SECTION

Section 312300 - Earthwork

1.03 SAFETY

- A. Conform to all federal, state, and local codes and regulations regarding safety.
- B. Protect excavations by shoring, bracing, sheet piling, underpinning, or other methods required to prevent cave-in or loose soil from falling into excavation. Trench boxes shall meet OSHA standards.
- C. Underpin adjacent structures which may be damaged by excavation work, including service utilities and pipe chases.
- D. Notify Owner of unexpected subsurface conditions and discontinue affected work in area until notified to resume work.
- E. Protect bottom of excavations and soil adjacent to and beneath foundations from frost.
- F. Grade excavation top perimeter to prevent surface water run-off into excavation.
- G. Contractor shall provide ample means and devices with which to intercept any water entering the excavation area.

PART 2 - PRODUCTS

2.01 RESERVED

PART 3 - EXECUTION

3.01 CLASSIFICATION

- A. Without regard to the materials encountered, all excavation is unclassified and the Owner will consider it Unclassified Excavation. Any reference to rock, earth, or any other material on the Drawings or cross sections, whether in numbers, words, letters, or lines, is solely for the Owner's information and is not an indication of classified excavation or the quantity of either rock, earth, or any other material involved. The Bidder must draw his own conclusions as to the conditions to be encountered. The Owner does not give any guarantee as to the accuracy of the data and will not consider any claim for additional compensation when the materials encountered are not in accord with the classification shown.

3.02 EXCAVATION

- A. All unclassified excavation shall be done in accordance with Section 204 – Roadway and Drainage Excavation in the Kentucky Transportation Cabinet's *Standard Specifications for Road and Bridge Construction*, Latest Edition.

3.03 DEWATERING

- A. The Contractor, at his own expense, shall provide adequate facilities for promptly and continuously removing water from all excavations.
- B. To ensure proper conditions at all times during construction, the Contractor shall provide and maintain ample means and devices (including spare units kept ready for immediate use in case of breakdowns) with which to remove promptly and dispose properly of all water entering trenches and other excavations. Such excavation shall be kept dry until the structures, pipes, and appurtenances to be built therein have been completed to such extent that they will not be floated or otherwise damaged.
- C. All water pumped or drained from the work shall be disposed of in a suitable manner without undue interference with other work, damage to pavements, other surfaces, or property. Suitable temporary pipes, flumes, or channels shall be provided for water that may flow along or across the site of the work.

3.04 UNAUTHORIZED EXCAVATION

- A. If the bottom of any excavation is taken out beyond the limits indicated or prescribed, unless directed by the Owner or his representative, the resulting void shall be backfilled at the Contractor's expense with thoroughly compacted earth material in accordance with Section 312300.

3.05 EXCAVATION / DISPOSAL OF UNSUITABLE MATERIAL

- A. If material unsuitable for foundation (in the opinion of the Owner) is found at or below the grade to which excavation would normally be carried in accordance with the Drawings and/or Specifications, the Contractor shall remove such material to the

required width and depth and replace it with thoroughly compacted, screened gravel, select bank-run gravel, fine aggregate, concrete, or acceptable material as directed. The over excavated volume, as required, will be paid at the unit price on the Bid Schedule.

- B. No excavated materials shall be removed from the site of the work or disposed of by the Contractor except as directed or permitted.
- C. Excavated materials suitable for backfill shall be used to backfill, with approval of the Owner.
- D. Surplus excavated materials not needed as specified above shall be hauled away and properly disposed by the Contractor.

3.06 EXCESS MATERIAL

Disposal of excess material shall be the responsibility of the Contractor. The Contractor shall determine the best method and area for disposal and obtain all permits and required permission. Disposal on site will not be permitted unless specifically indicated by the Owner.

3.07 EXISTING UTILITIES AND OTHER OBSTRUCTIONS

Prior to the commencement of construction on the project, the Contractor shall contact "Before You Dig" at 811 and have any underground utilities located and marked.

- END OF SECTION -

SECTION 312500

EROSION AND SEDIMENT CONTROL

PART 1 - GENERAL

1.01 WORK INCLUDED

- A. The Contractor shall furnish all labor, equipment, materials, and routine maintenance for the construction of temporary erosion and sediment control measures in accordance with the Drawings and Specifications, or as otherwise directed by the Owner.
- B. The Contractor shall install and maintain any and all erosion and sediment control measures necessitated by project changes or alternations made by the Owner, or by the Contractor. These changes and alterations must comply with the Drawings and Specifications and any applicable local and state ordinances and laws.
- C. The Contractor shall not employ any construction method that violates a rule, regulation, guideline, or procedure established by federal, state, or local agencies having jurisdiction over the environmental effect of construction.
- D. The Contractor shall take all measures necessary to control soil erosion resulting from construction operations, shall prevent the flow of sediment from the construction site, and shall contain construction materials (including excavation and backfill) within his protected working area so as to prevent damage to any wetlands and water courses.
- E. Pollutants such as chemicals, fuels, lubricants, bitumen, raw sewage, and other harmful waste shall not be discharged into or alongside of any body of water or into natural or man-made channels leading thereto.

1.02 SUBMITTALS

- A. The Contractor is responsible for submitting A Notice of Intent (NOI-SWCA) to be covered under a General Permit by the Kentucky Division of Water (KDOW).
- B. For purposes of the NOI-SWCA, the Contractor will be considered the "Operator".
- C. A minimum of 7 days prior to beginning work, the Contractor shall electronically submit the NOI-SWCA by accessing the following KDOW website: <https://dep.gateway.ky.gov/eForms/default.aspx?FormID=7>.
- D. KDOW will review the NOI-SWCA, and respond to the Contractor, generally within 7 calendar days. If the NOI-SWCA is properly completed and KDOW has no issues with the project, this response should be in the form of an approval. The Contractor is not allowed to begin work on the project until this approval is

received. (Note: the Contractor must save the Permit Number to be used when submitting the Notice of Termination).

- E. At the completion of the project, and when all erosion control features are removed from the project site (or are directed in writing by the Owner to be left in place), the Contractor shall submit a Notice of Termination (NOT-SW) to KDOW. The contractor shall electronically submit the NOT-SW by accessing the KDOW website: <https://dep.gateway.ky.gov/eForms/default.aspx?FormID=5>.
- F. The Contractor is responsible for submitting a Land Disturbance Permit Application (LDPA) as required by the Lexington-Fayette County Urban Government (LFUCG). The LDPA can be found at the following LFUCG website: <http://www.lexingtonky.gov/index.asp?page=863>.

1.03 COMPLIANCE

- A. The Contractor shall develop a Stormwater Pollution Prevention Plan (SWPPP) as required by the KDOW General Permit.
- B. During the project, the Contractor shall keep a copy of the NOI-SWCA, the SWPPP, and the Land Disturbance Permit, on the jobsite, available for review by the Owner, Agency, and state inspectors and regulatory officers.
- C. During the project, the Contractor shall keep a Maintenance Log on the jobsite, in a 3-ring binder, and shall record the dates and intensity of significant rain events, how each Best Management Practices (BMP) responded to each rain event, and the method used to maintain, clean out, repair, and/or replace any impacted BMP.
- D. BMPs shall be inspected weekly (at a minimum) and after any significant rain event (>0.5"). The Contractor shall take corrective action for proper maintenance of each BMP.

PART 2 - PRODUCTS

2.01 SILT FENCE

- A. Silt fences shall be installed as shown on the Drawings, or as directed by the Owner.
- B. Material: Silt Fence filter fabric shall be specifically recommended for this purpose by the manufacturer and shall meet or exceed the following criteria:

Property	Conformance	Specification
Bursting Strength	ASTM D 751	150 psi
Grab Strength	ASTM D 1682	100 psi
Permeability		0.02 - 0.03 cm/sec

- C. The silt fence shall contain ultraviolet ray inhibitors and stabilizers to provide a minimum of six months of expected usable construction life at a temperature range of 0°F to 120°F.
- D. Posts for the silt fence shall be either 2-inch diameter wood or 1.33 pounds per linear foot steel with a minimum length of 5 feet. The posts shall be set to sufficient depth to provide a sound anchor for the filter fabric. Steel posts shall have projectiles for fastening the silt fence.

2.02 ROCK CHECK DAM

- A. Rock check dams shall be installed as shown on the Drawings, or as directed by the Owner.
- B. The rock check dams shall be constructed of Class I channel lining.
- C. The channel lining shall be clean, hard, durable limestone and meet the Specifications as set forth in Section 805 and Section 703 of the Kentucky Transportation Cabinet *Standard Specifications for Road and Bridge Construction*, latest edition.
- D. The rock check dams shall be shaped to the configuration shown in rock check dam detail.
- E. The rock check dams shall have a maximum height of 2 feet.

PART 3 - EXECUTION

3.01 METHODS OF CONSTRUCTION

- A. The Contractor shall use any of the acceptable methods necessary to control soil erosion and prevent the flow of sediment to the maximum extent possible. These methods may include, but not be limited to, the use of water diversion structures, diversion ditches, settling basins, and erosion checks. All sediment and erosion control devices shall be installed prior to beginning construction.
- B. The Owner has the authority to direct the Contractor to provide immediate permanent or temporary pollution control measures to prevent contamination of wetlands and adjacent watercourses. Such Work may involve the construction of temporary berms, dikes, dams, sediment basins, slope drains, and use of temporary mulches, mats, or other control devices or methods as necessary to control erosion.
- C. Excavated soil material shall not be placed adjacent to wetlands or watercourses in a manner that will cause it to be washed away by high water or runoff. Earth berms or diversions shall be constructed to intercept and divert runoff water away from critical areas. Diversion outlets shall be stable or shall be stabilized by means acceptable to the Owner. If for any reason construction materials are washed away

during the course of construction, the Contractor shall remove those materials from the fouled areas as directed by the Owner.

- D. For Work within easements or rights-of-way, all materials used in construction such as excavation, backfill, roadway, and pipe bedding and equipment shall be kept within the limits of these easements or rights-of-way.
- E. The Contractor shall not pump silt-laden water from trenches or other excavation into wetlands, or adjacent watercourses. Instead, silt-laden water from his excavations shall be discharged within areas surrounded by baled hay or into sediment traps or ensure that only sediment-free water is returned to the watercourses. Damage to vegetation by excessive watering or silt accumulation in the discharge area shall be avoided.
- F. Prohibited construction procedures include, but are not limited to, the following:
 - 1. Dumping of spoil material into any streams, wetlands, surface waters, or unspecified locations.
 - 2. Indiscriminate, arbitrary, or capricious operation of equipment in wetlands or surface waters.
 - 3. Pumping of silt-laden water from trenches or excavations into surface waters, or wetlands.
 - 4. Damaging vegetation adjacent to or outside of the construction area limits.
 - 5. Disposal of trees, brush, debris, paints, chemicals, asphalt products, concrete curing compounds, fuels, lubricants, insecticides, washwater from concrete trucks or hydroseeders, or any other pollutant in wetlands, surface waters, or unspecified locations.
 - 6. Permanent or unauthorized alteration of the flow line of any stream.
- G. Any temporary working roadways required shall be clean fill approved by the Owner. In the event fill is used, the Contractor shall take every precaution to prevent the fill from mixing with native materials of the site. All such foreign fill materials shall be removed from the site following construction.
- H. No disturbed area shall be left more than 14 days without revegetation in accordance with Section 329300.
- I. The Contractor shall monitor and maintain all sediment and erosion control measures throughout the construction period.
 - 1. Sediment and erosion control measures shall be inspected weekly and after each storm event exceeding 0.5 inches of precipitation.
 - 2. Accumulations of silt or other material obstructions that reduce their effectiveness shall be removed.

3. The Contractor shall promptly make any required repairs to insure all measures continue to function properly for the duration of the project. Maintenance is incidental to the cost of the project.

- J. The Contractor shall indemnify and hold harmless the Owner for any penalties imposed against the Owner by any local or state agency for the failure of any erosion and sediment control measures.

- K. The Contractor shall promptly correct any erosion and sediment control deficiencies identified by the Owner or other local or State agency. If the Contractor fails to correct these deficiencies within 24 hours of notification, the Owner may make any required corrections and assess the cost of this work to the Contractor.

- L. During the project, the Contractor shall undertake intermediate grading measures to insure the site drains properly and in a manner that silt and erosion will be directed to the appropriate BMP's. Repairs to specific areas of the site subject to more severe erosion shall be repaired as directed by the Owner.

- M. If any waste/borrow areas or project access routes not defined on the Drawings and Specifications are used, the Contractor shall be responsible for the installation and maintenance of all erosion and sediment control measures required for those areas and shall coordinate with the appropriate property owners involved. The Contractor shall be responsible for the cost for all work related to erosion control, permitting, and re-grading of these areas.

- END OF SECTION -

DIVISION 32

EXTERIOR IMPROVEMENTS

SECTION 329300

REVEGETATION

PART 1 - GENERAL

1.01 SUMMARY

The Contractor shall furnish all labor, materials, and equipment necessary to perform all temporary and permanent revegetation of the site in accordance with the Drawings and Specifications.

1.02 SUBMITTALS

- A. Contractor shall submit to Owner information for the following materials in accordance with Section 013300:
1. Fertilizer
 2. Lime
 3. Seed
 4. Mulch
 5. Bituminous Materials for Mulch

PART 2 - PRODUCTS

2.01 EQUIPMENT

The equipment used for revegetation shall be of the Contractor's option.

2.02 MATERIALS FOR EARTHEN AREAS

The materials utilized for revegetation shall meet the following requirements:

- A. Topsoil. The topsoil shall be fertile, natural soil, typical of the locality, free from large stones, roots, sticks, peat, weeds, and sod, and obtained from naturally well drained areas. It shall not be excessively acid or alkaline nor contain other toxic material harmful to plant growth. Topsoil stockpiled from other operations on-site may be used, but the Contractor shall furnish additional topsoil at his own expense, if required.
- B. Fertilizer. The Fertilizer shall be completed commercial fertilizer, 10-10-10 grade. It shall be delivered to the site in the original unopened containers each showing the manufacture's guarantee analysis, net weight, brand and grade, and name and

address of manufacturer. The fertilizer shall be stored so that when used it shall be dry and free flowing.

- C. Lime. Lime shall be agricultural ground limestone meeting the requirements as specified in Section 827 of the Kentucky Transportation Cabinet Department of Highways, *Standard Specifications for Road and Bridge Construction*, latest edition.
- D. Seed. Seed shall be from the same or previous year's crop. All seed shall be capable of meeting the requirements for germination, purity, and weed content as specified in Section 827 of the Kentucky Transportation Cabinet Department of Highways, *Standard Specifications for Road and Bridge Construction*, latest edition. The appropriate seed mixture, as specified in the following table, shall be used on the prepared surface. Seed shall be applied at a minimum rate of 4 pounds per 1,000 square feet. Seed shall be delivered in sealed containers bearing the dealer's guaranteed analysis.

Seed Species	Permanent Seed Mixtures Percent Content
Kentucky 31 Fescue <i>Festuca arundinacea</i>	75 %
Ryegrass, perennial <i>Lolium perenne</i>	10 %
Red Top <i>Agrostis alba</i>	10 %
White Dutch Clover <i>Trifolium repens</i>	5 %

- E. Mulch. Mulch materials shall consist of wheat, oat barley, or rye straw. The mulch shall not be musty, moldy, or otherwise of low quality. The use of mulch that contains noxious weeds shall not be allowed.
- F. Bituminous Materials for Mulch. The bituminous materials for mulch shall meet the requirements as specified in Section 827 of the Kentucky Transportation Cabinet Department of Highways *Standard Specifications for Road and Bridge Construction*, latest edition.

PART 3 - EXECUTION

3.01 APPLICATION RATES FOR EARTHEN AREAS

- A. Topsoil: Topsoil shall be placed to a minimum depth of three (3) inches on soil material and six (6) inches on rock material.
- B. Fertilizer: Fertilizer shall be applied at the rate of two (2) tons per acre.
- C. Lime: Lime shall be applied at the rate of six (6) tons per acre.

- D. Seed: Seed shall be applied at a minimum rate of four (4) pounds per 1,000 square feet.
- E. Mulch: Mulch shall be applied to a loose depth of two (2) inches, approximately two (2) tons per acre.
- F. Bituminous Materials for Mulch: Bituminous material shall be applied at a rate of 250 gallons per acre.

3.02 INSTALLATION ON EARTHEN AREAS

- A. The subgrade of all areas to receive topsoil and to be seeded shall be raked and all rubbish, sticks, roots, and stones larger than two (2) inches shall be removed. Topsoil shall be spread to a depth sufficiently greater than that of the final grade so that after natural settling and light rolling the completed grades, lines and elevations will conform to those shown in the Drawings. No topsoil shall be spread in water or while frozen or muddy.
- B. After the topsoil has been spread, it shall be prepared by loosening the topsoil to a minimum depth of three (3) inches by rotary tools, discs, harrows, or other approved methods.
- C. Lime and fertilizer shall be uniformly spread at the specified rate and immediately mixed into the full depth of the loosened topsoil.
- D. Immediately following this presentation the seed shall be uniformly applied at the specified rate and lightly raked into the surface of the topsoil. Lightly roll the surface and water with fine spray.
- E.
 - 1. All seeded areas shall be mulched following seed placement. Bituminous treated mulch shall be spread on the area seeded in a uniform manner by equipment that will not appreciably cut or break the mulch. The Contractor shall heat the bituminous material during cool weather, or as directed by the Owner, to insure uniform distribution.
 - 2. The Contractor shall take all necessary precautions to not deface other structures with the bituminous materials. The Contractor shall be responsible to clean any other structure defaced by the bituminous materials as directed by the Owner. This shall be done at the cost of the Contractor.
- F. The Contractor shall keep all seeded areas watered and in good condition, reseeding if, and when necessary, until a good, healthy, uniform growth is established over the entire area seeded, and shall maintain these areas in an approved condition until final acceptance of the project.
- G. The Contractor shall maintain the areas in grass in a neat manner by watering, mowing, and raking clippings and leaves until the project is completed.

- H. The Contractor shall be responsible for reclaiming and revegetating the designated Borrow Area per Specifications.

- END OF SECTION -

DIVISION 33

UTILITIES

SECTION 333113

PIPE AND FITTINGS

PART 1 - GENERAL

1.01 SUMMARY

The Contractor shall furnish all labor, material, and equipment necessary to install the piping and appurtenances as shown on the Drawings and specified herein.

1.02 RELATED SECTIONS

- A. Section 312316 - Excavation

1.03 DELIVERY, STORAGE, AND HANDLING

- A. Pipe and accessories shall be unloaded at the point of delivery, hauled to, and distributed at the site of the project by Contractor in such a manner to avoid damage to the materials. Whether moved by hand, skidways, or hoists, materials shall not be dropped or bumped against pipe or accessories already on the ground or against any other object.
- B. The location of field storage shall not be in areas where water can accumulate. The pallets shall be on level ground and oriented so as not to form a dam, creating the ponding of water.
- C. The pallets shall not be stacked more than three high. Furthermore, they shall be stacked in such a way that access for conformance testing is possible.
- D. Outdoor storage of PVC pipe shall not be longer than 12 months. For storage periods longer than 12 months, a temporary covering shall be placed over the pipes or they shall be moved to an enclosed facility.
- E. In distributing material at the construction site, each piece shall be unloaded as near the installation point as possible.
- F. Pipe shall be handled in such a manner as to avoid damage to the ends. When such damaged pipe cannot be repaired to the Owner's satisfaction, it shall be replaced at the Contractor's expense. The interior of all pipe and accessories shall be kept free from dirt and foreign matter at all times. The interior of all pipe and accessories shall be checked for dirt and debris and, if necessary, thoroughly cleaned before use in the project.

PART 2 - PRODUCTS

2.01 POLYVINYL CHLORIDE (PVC) PIPE AND FITTINGS

- A. All PVC pipe and pipe fittings shall be Schedule 80 PVC conforming to ASTM D 1784, ASTM D 1785 (for pipe), and ASTM D 2467 (for fittings). Perforated pipe shall be slotted/perforated in accordance with the Drawings.
- B. PVC pipe and pipe fittings shall be manufactured from a compound which meets the requirements of Type 1, Grade 1, Polyvinyl Chloride PVC 1120, Class 12454-B, as outlined in ASTM D 1784. A Type 1, Grade 1 compound is characterized as having the highest requirements for mechanical properties and chemical resistance.
 - 1. Compound from which pipe is produced shall have a design stress rating of 2000 psi at 73° F, listed by the Plastic Piping Institute.
 - 2. Materials from which pipe and pipe fittings are manufactured shall have been tested and approved by NSF International.
 - 3. Pipe shall be homogenous throughout and shall be free from cracks, foreign inclusions, and other defects.
- C. PVC pipe shall be marked with the manufacturer's name, ASTM or AWWA pressure class, nominal size and OD, material designation code, and SDR or schedule number.

PART 3 - EXECUTION

3.01 JOINING OF PVC PIPE

- A. Joining of pipe shall be in accordance with ASTM D 2855.

- B. Preparation

All pipe shall be inspected for cuts, scratches, or other damage prior to installation. Pipe with imperfections shall not be used. All burrs, chips, etc. shall be removed from pipe interior and exterior. All loose dirt and moisture shall be wiped from the interior and exterior of the pipe end and the interior of the fitting. All pipe cuts shall be square, perpendicular to the centerline of pipe. Pipe ends shall be beveled prior to applying primer and solvent cement so that the cement does not get wiped off during insertion into the fitting socket.

- C. Solvent Welding

A coating of primer as recommended by pipe supplier shall be applied to the entire interior surface of the fitting socket or coupling and to an equivalent area on the exterior of the pipe prior to applying solvent cement. The solvent cement shall comply with the requirements of ASTM D 2564 and shall be applied in strict accordance with manufacturer's specifications. Pipe shall not be primed or solvent welded when it is raining, when atmospheric temperature is below 40° F, or above 90° F.

D. Lag Screws

In addition to the solvent welding, lag screws shall be installed at each coupling.

E. Curing

After solvent welding, the pipe shall remain undisturbed until cement has thoroughly set. As a guideline for joint setting time, use one (1) hour for ambient temperatures 60-90° F, or two (2) hours when ambient temperature is 40-60° F.

F. Alignment

Pipe and pipe fittings shall be selected so that there will be as small a linear deviation as possible at the joints, and so those inverts present a smooth surface. Pipe and fittings which do not fit together to form a tight fitting will be rejected.

3.02 PIPE INSTALLATION

PVC pipe installation shall conform to these specifications, the manufacturer's recommendations, and as outlined in ASTM F 1668.

3.03 PIPE CUTTING

Cutting of pipe for the insertion of valves, fittings or closure pieces shall be done in a neat workmanlike manner without creating damage to the pipe, linings, or coatings and in strict accordance to manufacturer's recommendation.

- END OF SECTION -

SECTION 334626

GEOTEXTILE FILTRATION MATERIAL

PART 1 - GENERAL

1.01 SUMMARY

The Contractor shall furnish all labor, materials, and equipment necessary for the installation of the geotextiles in accordance with the Drawings and Specifications.

1.02 SYSTEM DESCRIPTION

The non-woven geotextile is intended to act as a separation geotextile between soil and stone and as a filtration device.

1.03 SUBMITTALS

The Contractor shall furnish the following information to the Owner in accordance with Section 013300.

- A. Geotextile manufacturer's affidavit providing assurance that the qualifications of the Geotextile Manufacturer and the Contractor have been achieved.
- B. Geotextile Manufacturer's Quality Assurance/Quality Control (QA/QC) certifications for each shipment of geotextile to verify that the materials supplied for the project are in accordance with the requirements of this specification. The certificates shall show the following:
 - 1. Unit weight per ASTM D-5261
 - 2. Grab tensile strength per ASTM D-4632
 - 3. Trapezoidal tear strength per ASTM D-4533
 - 4. Burst Strength per ASTM D-3786
 - 5. Puncture strength per ASTM D-4833
 - 6. Apparent opening size per ASTM D-4751
 - 7. Permittivity per ASTM D-4491
 - 8. Ultraviolet light resistance per ASTM D-4355
- C. Manufacturer's warranty covering materials and workmanship of the geotextile.

1.04 QUALIFICATIONS

- A. Geotextile Manufacturer must have produced at least 10 million square feet of geotextile, with at least 8 million square feet installed.
- B. Geotextile Contractor must provide to the Owner satisfactory evidence, through

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similar experience in the installation of other types of geosynthetics, that the geotextile will be installed in a competent, professional manner.

PART 2 - PRODUCTS

2.01 NON-WOVEN GEOTEXTILE

A. Non-Woven Geotextile

The non-woven geotextile shall meet the physical requirements below. The geotextile shall be free of holes, tears, defects, and patch-repairs of defects. The geotextile shall be composed of a non-woven needle-punched, discontinuous fiber. Fibers used in manufacture of the geotextile, and threads used in joining the geotextiles by sewing, shall consist of long chain synthetic polymers composed of at least 95 percent by weight polyolefins, polyesters, or polyamides.

The geotextile and threads used in sewing the geotextile shall be chemically resistant to commonly encountered hazardous and municipal landfill leachate, rot, and mildew. The geotextile and threads used in sewing the geotextile shall also contain stabilizers or inhibitors to limit degradation due to ultraviolet (UV) light exposure. Polymeric thread used for sewing shall exhibit chemical and UV resistance equal to or exceeding that of the geotextile.

B. Materials

The non-woven geotextile shall achieve compliance with the properties listed below. All values are minimum roll values in weaker principal direction unless indicated otherwise.

PROPERTY	TEST METHOD	NON-WOVEN GEOTEXTILE
Fabric Weight (oz/yd ²)	ASTM D-5261	10
Grab Strength (lbs)	ASTM D-4632	250
Grab Elongation (%)	ASTM D-4632	50
Trapezoid Tear Strength (lbs)	ASTM D-4533	100
Seam Strength (lbs)	ASTM D-4632	190
Puncture Resistance (lbs)	ASTM D-4833	155
Mullen Burst Strength (psi)	ASTM D-3786	520
Water Flow Rate (gpm/ft ²)	ASTM D-4491	85
Permittivity, Ψ (sec ⁻¹)	ASTM D-4491	1.2
Permeability, k (cm/sec)	ASTM D-4491	0.20
AOS (U.S. Sieve No.)	ASTM D-4751	100

U.V. Resistance (%)	ASTM D-4355	70% after 500 hours of exposure
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2.03 PRODUCT DOCUMENTATION

- A. The Contractor shall provide the Owner with the QA/QC certifications for each shipment of geotextile. The certification shall be signed by a responsible party employed by the manufacturer such as the QA/QC Manager, Production Manger, or Technical Services Manager. The QA/QC certifications shall include:
1. Geotextile lot and roll numbers (with corresponding shipping information).
 2. Manufacturer test data for raw materials used in the geotextile production, including those items listed in Article 1.03 B.
 3. Manufacturer's test data for finished geotextile production, including those items listed in Article 1.03 B.

2.04 PRODUCT LABELING

- A. Prior to shipment, the geotextile manufacturer shall affix a label to each roll identifying the following characteristics:
1. Product identification information (manufacturer name and address, brand name, product code).
 2. Lot and roll number.
 3. Roll length and width.
 4. Total roll weight.

2.05 PACKAGING

- A. The geotextile shall be wound around a cardboard core four (4) inches in diameter to facilitate handling. The core is not intended to support the roll for lifting, but shall be sufficiently strong to prevent collapse during transit.
- B. All rolls shall be labeled and bagged in packaging that is resistant to photodegradation by ultraviolet light.

PART 3 - EXECUTION

3.01 SHIPPING AND HANDLING

- A. The manufacturer assumes responsibility for initial loading and shipping of the geotextile. Unloading, on-site handling, and storage are the responsibility of the Contractor.
- B. Handling of rolls of geotextiles shall be done in a competent manner, such that

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damage does not occur to the geotextile nor to its protective wrapping.

- C. The party responsible for unloading the geotextile shall contact the manufacturer prior to shipment to ascertain the appropriateness of the proposed unloading methods and equipment to be utilized.
- D. A visual inspection of each roll shall be made as it is unloaded to identify if any packaging has been damaged. Rolls with damaged packaging shall be marked and set aside for further inspection. The packaging shall be repaired prior to being placed in storage.

3.02 SITE STORAGE

- A. The location of field storage shall not be in areas where water can accumulate. The rolls shall be elevated off of the ground so as not to form a dam creating the ponding of water. A dedicated area shall be selected at the job site that is away from high traffic areas and well-drained.
- B. Unloading of rolls or pallets at the job site's temporary storage location shall be such that no damage to the geotextile occurs.
- C. Pushing, sliding, or dragging of rolls of geotextiles shall not be permitted.
- D. The rolls shall be stacked in such a manner as to prevent crushing of the cores, sliding or rolling from the stacks, or damage to the geotextile.
- E. Outdoor storage of rolls shall not exceed manufacturer's recommendations or longer than six (6) months, whichever is less. For storage periods longer than six (6) months a temporary enclosure shall be placed over the rolls, or they shall be moved within an enclosed facility.

3.03 PLACEMENT

- A. The geotextile shall be placed at the locations shown in the Drawings.
- B. Geotextiles shall be deployed free of wrinkles and folds.
- C. During installation on slopes, the geotextiles shall be anchored at the top and rolled down the slope.
- D. All geotextiles shall be weighted with sandbags or other material that will not damage the geotextile during the presence of wind. Geotextiles uplifted by wind may be reused upon approval by the Owner.
- E. The Contractor shall take the necessary precautions to protect the underlying layers upon which the geotextile will be placed.
- F. Trimming of the geotextiles shall be performed using only an upward cutting hook blade. Trimming of the geotextile shall be performed in a manner that will

not damage the geomembrane or other underlying materials.

- G. A visual examination shall be carried out over the installed geotextile to ensure that no potentially harmful objects are present such as small tools, sharp objects, or protruding stones.

3.04 SEAMING AND JOINING

- A. The geotextile shall be overlapped and sewn together per the manufacturer's recommendations. The overlap shall be as shown on the Drawings.
- B. All seams shall be continuously sewn. On slopes greater than 10:1, all seams shall be oriented parallel to the slope.
- C. On slopes less than or equal to 10:1, damaged areas of a size exceeding 10 percent of the roll width shall be removed and replaced across the entire roll width with new material. Damaged areas of a size less than 10 percent of the roll width may be patched.
- D. On slopes greater than 10:1, geotextile panels which require repair shall be removed and replaced with new material.
- E. The thread used shall consist of high strength polypropylene or polyester. The sewn thread shall be of contrasting color to the geotextile and of chemical and ultraviolet properties equal to or greater than that of the geotextile.

3.05 DAMAGE REPAIR

- A. Damaged geotextiles and geotextiles contaminated with dirt shall be repaired immediately at no additional cost to the Owner.
- B. The patch material used for the repair of a hole or tear shall be the same type of material as the damaged geotextile.
- C. All patches shall extend at least 12 inches in all directions beyond any portion of the damaged geotextile.
- D. The repair patch shall be sewn in place by hand or machine so as not to accidentally shift out of position or be moved during backfilling or covering operation.
- E. The sewn thread shall be of contrasting color to the geotextile and of chemical and ultraviolet light resistance properties equal to greater than that of the geotextile.
- F. The repair shall be reviewed by the Owner.

3.06 BACKFILLING OR COVERING

- A. Covering of the geotextile shall be done in a controlled manner as to not shift the geotextile from its intended position.
- B. Covering material shall not be dropped on the geotextile in a manner that may puncture or damage the geotextile.

- END OF SECTION -