

Client#: 118984

41HERRICKCOM



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/25/2019

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

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

PRODUCER J Smith Lanier & Co-Lexington Marsh & McLennan Agency, LLC P O Box 2030 Lexington, KY 40588	CONTACT NAME: Karen Marshall PHONE (A/C, No, Ext): 800-796-3567 FAX (A/C, No): 859-254-8020 E-MAIL ADDRESS: kmarshall@jsmithlanier.com													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A : Cincinnati Insurance Co.</td> <td>10677</td> </tr> <tr> <td>INSURER B : KY Assoc. General Contractors</td> <td></td> </tr> <tr> <td>INSURER C : Travelers Property Casualty Co.</td> <td>25674</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Cincinnati Insurance Co.	10677	INSURER B : KY Assoc. General Contractors		INSURER C : Travelers Property Casualty Co.	25674	INSURER D :		INSURER E :		INSURER F :
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INSURER D :														
INSURER E :														
INSURER F :														
INSURED Herrick Company, Inc. 2176 Waddy Road Lawrenceburg, KY 40342-9440														

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> PD Ded:500 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		EPP0347245	10/11/2018		EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> Drive Oth Car <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	X		EBA0347245	10/11/2018	10/11/2019	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$0			EPP0347245	10/11/2018	10/11/2019	EACH OCCURRENCE	\$ 2,000,000
							AGGREGATE	\$ 2,000,000
								\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			007033	01/01/2019	01/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ 4,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 4,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 4,000,000
C	Excess Umbrella			ZUP31N0438018NF	10/11/2018	10/11/2019	\$ 8,000,000 Each Occ/Agg	
A	Builders Risk			EPP0347245	10/11/2018	10/11/2019	3,000,000 Limit \$ 2,500 Deductible	

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

Coverages continued...
 Pollution Liability
 Insurer Letter: D
 Policy Number: PPK1875121
 Policy Term: 09/05/2018 - 09/05/2020
 (See Attached Descriptions)

CERTIFICATE HOLDER Lexington-Fayette Urban County Government, KY 200 E Main Street, 3rd Floor Lexington, KY 40507-0000	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

DESCRIPTIONS (Continued from Page 1)

\$2,000,000 Each Occurrence

\$6,000,000 Aggregate

\$5,000 Deductible

PROJECT: West Hickman Creek Wastewater Treatment Plant Aeration Blower Improvements Contract 64-2019
The Lexington-Fayette Urban County Government and Strand Associates, Inc., 1525 Bull Lea Road, Suite 100, Lexington, KY 40511 are included as additional insured when required by written contract but only with respects to the auto liability and general liability insurance including ongoing operations per CG2010 and products and completed operations hazard per CG2037 and subject to the provisions and limitations of the policy. The auto liability and general liability are written on a primary and non-contributory basis when required by written contract, subject to the provisions and limitations of the policy. The Umbrella policy is on a following form basis over the insuring conditions of the underlying scheduled Liability policies. 30 day Notice of Cancellation with respect to General Liability, Auto Liability and Umbrella Liability applies per form IA 4087 08/11.
LFUCG and Strand Associates, Inc. are included as loss payee with respect to their interest in the Builder's Risk coverage and subject to the provisions and limitations of the policy

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GENERAL CHANGE ENDORSEMENT - KENTUCKY

Attached to and forming part of
Auto / Garage _____ All Other _____ Effective Date of
Policy Number EBA 034 72 45 Policy Number EPP 034 72 45 Endorsement 08-01-2019

Issued to HERRICK COMPANY INC
Agent J SMITH LANIER & CO A MARSH & MCLENNAN AGCY LLC CO 16-364
LEXINGTON, KY

Endorsement # 16

PREMIUM INFORMATION

Additional Premium Due at Endorsement Effective Date **REFER TO IA4319**
Subsequent Quarterly Installments Increased by \$ _____
Revised Quarterly Installment Payment(s) \$ _____

It is agreed that the policy is amended as indicated by

- | | | |
|--|---|---|
| <input type="checkbox"/> Named Insured | <input type="checkbox"/> Mailing Address | <input checked="" type="checkbox"/> Forms |
| <input type="checkbox"/> Effective/Expiration Date | <input type="checkbox"/> Legal Entity/Description | <input type="checkbox"/> Vehicle |
| <input checked="" type="checkbox"/> Additional Interest | <input type="checkbox"/> Payment Plan | <input type="checkbox"/> Auto Coverages |
| <input type="checkbox"/> Limits/Exposures | <input type="checkbox"/> Deductibles | <input type="checkbox"/> Line of Business |
| <input type="checkbox"/> Covered Property/Location Description | <input type="checkbox"/> Classification/Class Codes | |
| <input type="checkbox"/> Rates | <input type="checkbox"/> Underlying Insurance | |
| <input type="checkbox"/> Premium Determination | | |

is (are) changed to read as follows:

AMENDING GA532 TO INCLUDE 29940 PER REVISED ATTACHED
ADDING IA450C 11/87 **ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION**

NOTICE

Your premium for this policy includes a Kentucky state surcharge tax required by KRS 136.392 and a tax which will be remitted to the municipality or county in which you reside as required by KRS 91A.080. The amount of the tax is shown on your policy.

S-KY-1 (11/15)

THE CINCINNATI INSURANCE COMPANY

A Stock Insurance Company

COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS

Attached to and forming part of POLICY NUMBER: EPP 034 72 45

Named Insured is the same as it appears in the Common Policy Declarations

LIMITS OF INSURANCE

EACH OCCURRENCE LIMIT	\$ 1,000,000	
GENERAL AGGREGATE LIMIT	\$ 2,000,000	
PRODUCTS-COMPLETED OPERATIONS AGGREGATE LIMIT	\$ 2,000,000	
PERSONAL & ADVERTISING INJURY LIMIT	\$ 1,000,000	ANY ONE PERSON OR ORGANIZATION
DAMAGE TO PREMISES RENTED TO YOU LIMIT		ANY ONE
\$100,000 limit unless otherwise indicated herein:	\$ SEE GA233	PREMISES
MEDICAL EXPENSE LIMIT		ANY ONE PERSON
\$5,000 limit unless otherwise indicated herein:	\$ SEE GA233	

CLASSIFICATION	CODE NO.	PREMIUM BASE	RATE		ADVANCE PREMIUM	
			Products / Completed Operations	All Other	Products / Completed Operations	All Other
LOC. 1 - KY CONCRETE CONSTRUCTION	91560 B	800,000	9.121	6.410	7,297	5,128
CONTRACTORS - EXECUTIVE SUPERVISOR INCL PROD AND/OR COMP OP	91580 B	52,000		8.469		440
CONTRACTORS - SUBCONTRACTED WORK	91581 E	550,000 TOTAL COST	4.064	2.141	2,235	1,178
INJURY OR DAMAGE TO OR RESULTING FROM YOUR WORK AND INJURY OR DAMAGE RESULTING FROM YOUR PRODUCT	21581					50
AUTOMATIC ADD. INSURED - CONTRACTORS OPERATIONS	29923			3.5%		570
CONTRACTORS BROADENED COVERAGE	29975			3.5%		570
ADDITIONAL INSURED-DESIGNATED PERSON OR ORGANIZATION						5,000
ADDITIONAL INSURED-DESIGNATED						973



CLASSIFICATION	CODE NO.	PREMIUM BASE	RATE		ADVANCE PREMIUM	
			Products / Completed Operations	All Other	Products / Completed Operations	All Other
		A - Area B - Payroll C - Gross Sales D - Units E - Other				

PERSON OR ORGANIZATION

ADDITIONAL INSUREDS - 29940 400
 OWNER, LESSEE, CONTRACTOR

The General Liability Coverage Part is subject to an annual minimum premium.

TOTAL ANNUAL PREMIUM \$ 23,841

FORMS AND / OR ENDORSEMENTS APPLICABLE TO COMMERCIAL GENERAL LIABILITY COVERAGE PART:

GA101	12/04	COMMERCIAL GENERAL LIABILITY COVERAGE FORM
IA450A	11/87	ADDITIONAL INSURED-DESIGNATED PERSON OR ORGANIZATION
IA450B	11/87	ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION
IA450C	11/87	ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION
CG0300	01/96	DEDUCTIBLE LIABILITY INSURANCE
GA233	09/17	CONTRACTORS' COMMERCIAL GENERAL LIABILITY BROADENED ENDORSEMENT
GA3024	05/14	EXCLUSION - ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL INFORMATION AND DATA-RELATED LIABILITY - WITH LIMITED BODILY INJURY EXCEPTION
GA346	09/17	EXCLUSION - EXTERIOR INSULATION AND FINISH SYSTEMS ("EIFS") AND DIRECT-APPLIED EXTERIOR FINISH SYSTEMS ("DEFS") - BROAD FORM WITH SPECIFIED EXCEPTIONS
GA382	03/02	FUNGI OR BACTERIA EXCLUSION
GA4113	11/99	ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION - YOUR WORK
GA4315	03/12	INJURY OR DAMAGE TO OR RESULTING FROM YOUR WORK AND INJURY OR DAMAGE RESULTING FROM YOUR PRODUCT
GA472	09/17	CONTRACTORS ADDITIONAL INSURED - AUTOMATIC STATUS WHEN REQUIRED IN WRITTEN CONTRACT, AGREEMENT, PERMIT OR AUTHORIZATION

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - DESIGNATED PERSON
OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person(s) or Organization(s):

Strand Associates, Inc.
325 W Main Street Ste 710
Louisville, KY 40202

Job Description:

Removal and replacement of existing blower, installation of new butterfly valves and mechanical piping. Also will be performing some electrical improvements.

COMMERCIAL GENERAL LIABILITY FORM, GA 101, is amended to add the following:

I. SECTION II - WHO IS AN INSURED, 2. is amended to add the following:

- e. The person(s) or organization(s) shown in the Schedule are insureds, but only with respect to liability arising out of your ongoing operations or your completed operations or premises owned by or rented to you, and only with respects to liability arising out of:
 - (1) Operations performed for the additional insured by you at the job described in the Schedule; or
 - (2) Acts or failure to act by the additional insured in connection with general supervision, inspection,

and coordination of your operations at the job described in the Schedule.

However, the additional insured shall not be considered to be insured for liability arising out the rendering of or failure to render "professional services".

II. SECTION V - DEFINITIONS is amended to add the following:

- 27. "Professional services" means engineer's services which are required to be licensed to perform such services by the state shown in the Job Description in the Schedule.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - SCHEDULED PERSON OR
ORGANIZATION - YOUR WORK**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART
SCHEDULE**

Name of Person or Organization (Additional Insured):

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
200 E MAIN ST FL 3
LEXINGTON, KY 40507-1310

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that Additional Insured by you or on your behalf.

ACORD™ COMMERCIAL POLICY CHANGE REQUEST

DATE (MM/DD/YY)
08/01/19

PRODUCER J Smith Lanier & Co Lexington PO Box 2030 Lexington, KY 40588	PHONE (A/C, No., Ext): 859 254-8023	POLICY TYPE	PROPERTY <input checked="" type="checkbox"/> GENERAL LIABILITY <input type="checkbox"/> INLAND MARINE <input type="checkbox"/> AUTO/TRUCKERS <input type="checkbox"/> UMBRELLA <input type="checkbox"/> WORKERS COMP	COMPANY Cincinnati Insurance Co.	NAIC CODE: 10677
CODE:	SUB CODE:	ATTENTION: Andy Thomas			
AGENCY CUSTOMER ID: 118984	INSURED'S NAME Herrick Company, Inc.		POLICY NUMBER EPP0347245	EFFECTIVE DATE OF CHANGE 08/01/19	
INSURED'S MAILING ADDRESS IF CHANGED (INC ZIP+4) 2176 Waddy Road Lawrenceburg, KY 40342-9440		POLICY INCEPTION DATE 10/11/18	POLICY EXPIRATION DATE 10/11/19		
THIS IS AN ACKNOWLEDGEMENT OF YOUR REQUEST. UPON APPROVAL, THE COMPANY'S RECORDS WILL BE ADJUSTED ACCORDINGLY, AND IF A PREMIUM ADJUSTMENT IS REQUIRED, IT WILL BE DONE AT PREMIUM AUDIT OR BY ENDORSEMENT.					

PREMISES INFORMATION						ADD	CHANGE	DELETE
LOC #	BLD #	STREET, CITY, COUNTY, STATE, ZIP+4	CITY LIMITS	INTEREST	YR BUILT	PART OCCUPIED		
			<input type="checkbox"/> INSIDE <input type="checkbox"/> OUTSIDE	<input type="checkbox"/> OWNER <input type="checkbox"/> TENANT				

NATURE OF BUSINESS/DESCRIPTION OF OPERATIONS BY PREMISE(S)						ADD	CHANGE	DELETE
LOC #	BLD #							

AUTO-VEHICLE DESCRIPTION/LIMITS		POLICY LIMIT(S) CHANGED				ADD	CHANGE	DELETE			
VEH #	YEAR	MAKE:	BODY TYPE:	SYM/AGE	COST NEW						
		MODEL:	V.I.N.:		\$						
CITY, STATE, ZIP WHERE GARAGED		TERR	GVW/GCW	CLASS	SIC	FACTOR	SEAT CP	RADIUS	FARTHEST TERM		
DRIVE TO WORK/SCHOOL	USE	COMM'L	CHECK COVERAGES	ADD'L NO FAULT	UNDRINS MOTOR TOWING & LABOR SPEC C OF L	F	LSP	DEDUCTIBLES	ACV	COMP	SPEC C OF L
<input type="checkbox"/> UNDER 15 MILES	<input type="checkbox"/> PLEASURE	<input type="checkbox"/> RETAIL	<input type="checkbox"/> LIAB	<input type="checkbox"/> MED PAY	<input type="checkbox"/> UNINS MOTOR	<input type="checkbox"/> FT	<input type="checkbox"/> COMP	<input type="checkbox"/> AA	<input type="checkbox"/> ST AMT	\$	\$
<input type="checkbox"/> 15 MILES OR OVER	<input type="checkbox"/> FARM	<input type="checkbox"/> SERVICE	<input type="checkbox"/> NO FAULT	<input type="checkbox"/> UNINS MOTOR	<input type="checkbox"/> SPEC C OF L	<input type="checkbox"/> FTW	<input type="checkbox"/> COLL	\$	\$	\$	COLL
LIABILITY		NO FAULT		ADD'L NO FAULT		MEDICAL PAYMENTS		UNINSURED MOTORISTS		UNDERINSURED MOTORISTS	
\$		\$		\$		\$		\$		\$	

AUTO-VEHICLE DESCRIPTION/LIMITS		POLICY LIMIT(S) CHANGED				ADD	CHANGE	DELETE			
VEH #	YEAR	MAKE:	BODY TYPE:	SYM/AGE	COST NEW						
		MODEL:	V.I.N.:		\$						
CITY, STATE, ZIP WHERE GARAGED		TERR	GVW/GCW	CLASS	SIC	FACTOR	SEAT CP	RADIUS	FARTHEST TERM		
DRIVE TO WORK/SCHOOL	USE	COMM'L	CHECK COVERAGES	ADD'L NO FAULT	UNDRINS MOTOR TOWING & LABOR SPEC C OF L	F	LSP	DEDUCTIBLES	ACV	COMP	SPEC C OF L
<input type="checkbox"/> UNDER 15 MILES	<input type="checkbox"/> PLEASURE	<input type="checkbox"/> RETAIL	<input type="checkbox"/> LIAB	<input type="checkbox"/> MED PAY	<input type="checkbox"/> UNINS MOTOR	<input type="checkbox"/> FT	<input type="checkbox"/> COMP	<input type="checkbox"/> AA	<input type="checkbox"/> ST AMT	\$	\$
<input type="checkbox"/> 15 MILES OR OVER	<input type="checkbox"/> FARM	<input type="checkbox"/> SERVICE	<input type="checkbox"/> NO FAULT	<input type="checkbox"/> UNINS MOTOR	<input type="checkbox"/> SPEC C OF L	<input type="checkbox"/> FTW	<input type="checkbox"/> COLL	\$	\$	\$	COLL
LIABILITY		NO FAULT		ADD'L NO FAULT		MEDICAL PAYMENTS		UNINSURED MOTORISTS		UNDERINSURED MOTORISTS	
\$		\$		\$		\$		\$		\$	

DRIVER INFORMATION (List drivers who frequently use own vehicles)						ADD	CHANGE	DELETE
DRIVER #	NAME (Include address, if required)	DATE OF BIRTH	YEAR LIC	DRIVERS LICENSE NUMBER/ SOCIAL SECURITY NUMBER	STATE LIC	USE VEH #	% USE	

DRIVER INFORMATION (List drivers who frequently use own vehicles)						ADD	CHANGE	DELETE
DRIVER #	NAME (Include address, if required)	DATE OF BIRTH	YEAR LIC	DRIVERS LICENSE NUMBER/ SOCIAL SECURITY NUMBER	STATE LIC	USE VEH #	% USE	

WORKERS COMPENSATION RATING INFORMATION					# OF EMPLOYEES	ESTIMATED ANNUAL REMUNERATION
TYPE OF CHANGE	STATE	LOC	CLASS CODE	COMPANY USE	CATEGORIES, DUTIES, CLASSIFICATIONS	

PROPERTY/INLAND MARINE - PREMISES INFORMATION

PREMISES #: _____ BUILDING #: _____ ADD CHANGE DELETE

SUBJECT OF INSURANCE	AMOUNT	COINS %	VALUATION	CAUSE: OF LOSS	INFLATION GUARD %	DEDUCTIBLE	FORMS AND CONDITIONS TO APPLY

ADDITIONAL COVERAGES, OPTIONS, RESTRICTIONS, ENDORSEMENTS AND RATING INFORMATION

CONSTRUCTION TYPE		FIRE DISTRICT/CODE NUMBER		PROT CL	# STORIES	# BASMT'S	YR BUILT	TOTAL AREA
BUILDING IMPROVEMENTS	PLUMBING, YR:			OTHER OCCUPANCIES				
WIRING, YR:	HEATING, YR:							
ROOFING, YR:	OTHER:							
RIGHT EXPOSURE & DISTANCE		LEFT EXPOSURE & DISTANCE		REAR EXPOSURE & DISTANCE				
BURGLAR ALARM TYPE	CERTIFICATE #		EXPIRATION DATE		EXTENT	GRADE	CENTRAL STATION WITH KEYS	
BURGLAR ALARM INSTALLED AND SERVICED BY					# GUARDS/WATCHMEN		CLOCK HOURLY	
PREMISES FIRE PROTECTION (Sprinklers, Standpipes, CO ₂ /Chemical Systems)			FIRE ALARM MANUFACTURER			CENTRAL STATION LOCAL GONG		

INLAND MARINE - SCHEDULED EQUIPMENT

% COINSURANCE: _____ ADD CHANGE DELETE

#	MODEL YEAR	DESCRIPTION (TYPE, MANUFACTURER, MODEL, CAPACITY, ETC)	ID #/SERIAL #	DATE PURCHASED	NEW/USED	AMOUNT OF INSURANCE
						\$
						\$

GENERAL LIABILITY - LIMITS

GENERAL AGGREGATE	\$	EACH OCCURRENCE	\$
PRODUCTS & COMPLETED OPERATIONS AGGREGATE	\$	FIRE DAMAGE (Any one fire)	\$
PERSONAL & ADVERTISING INJURY	\$	MEDICAL EXPENSE (Any one person)	\$

GENERAL LIABILITY - SCHEDULE OF HAZARDS

TYPE OF CHANGE	LOCATION #	CLASSIFICATION	CLASS CODE	PREMIUM BASIS	TERR	PREMIUM BASIS CODES
						(S) GROSS SALES - PER \$1,000/SALES (P) PAYROLL - PER \$1,000/PAY (A) AREA - PER 1,000/SQ FT (C) TOTAL COST - PER \$1,000/COST (M) ADMISSIONS - PER 1,000/ADM (U) UNIT - PER UNIT (T) OTHER

UMBRELLA

LIMIT OF LIABILITY \$	OTHER (DESCRIBE)
RETAINED LIMIT \$	

ADDITIONAL INTEREST

INTEREST	RANK:	NAME AND ADDRESS	REFERENCE #:	CERTIFICATE REQUIRED	INTEREST IN ITEM NUMBER
<input type="checkbox"/> ADDITIONAL INSURED					PREMISES: _____ BUILDING: _____
<input type="checkbox"/> LOSS PAYEE					VEHICLE: _____ BOAT: _____
<input type="checkbox"/> MORTGAGEE (# _____)					SCHEDULED ITEM NUMBER: _____
<input type="checkbox"/> MORTGAGEE (# _____)					OTHER _____
<input type="checkbox"/> LIENHOLDER					
<input type="checkbox"/> EMPLOYEE AS LESSOR		ITEM DESCRIPTION:			

ADDITIONAL CHANGES/REMARKS

Add Strand as Additional Insured per IA450/add Lexington-Fayette Urban County (See attached Additional Changes/Remarks page)

SIGNATURE (Any deletion or reduction in coverage requires the Insured's signature)

INSURED'S SIGNATURE	PRODUCER'S SIGNATURE
---------------------	----------------------

ADDITIONAL CHANGES/REMARKS (Continued from Page 2)

Government as Additional Insured per GA4133

Designated AI - Strand Associates, Inc., 326 West Main
Street, Suite 710, Louisville, KY 40202

Form Number: IA450

Project: West Hickman Creek Wastewater Treatment Plant
Aeration Blower Improvements/Contract 64-2019 include Removal and
replacement of existing blower, Installation of new butterfly
valves, and Mechanical piping and electrical improvements

ADDED: Additional Insured/Owner: Lexington-Fayette Urban County Government, 200
E Main St, 3rd Fl., Lexington, KY 40507

Form Number: GA4133

Project: West Hickman Creek Wastewater Treatment Plant
Aeration Blower Improvements/Contract 64-2019 includes Removal and
replacement of existing blower, Installation of new butterfly
valves, and Mechanical piping and electrical improvements

period, if applicable; or (ii) **contamination** that caused the **insured** to incur **emergency expense** during the **policy period**; and

2. Such **contamination** first commences on or after the Non-Owned Location Retroactive Date shown in ITEM 9. in the Declarations, and before the end of the **policy period**.

C. Claims Made – Your Insured Location Liability Coverage

We will pay on behalf of the **insured** for **loss** or **remediation expense** in excess of the **Self-Insured Retention** that the **insured** becomes legally obligated to pay as a result of **contamination** on, at, under or migrating beyond the legal boundaries of **your insured location**, provided that:

- 1.. Such **contamination** first commences during the **policy period**;
- 2.. Such **contamination** ceases fully within ten (10) days of its commencement; and
- 3.. The **loss** or **remediation expense** is the result of: (i) a **claim** for **bodily injury, property damage** or **environmental damage** that is first made against the **insured** and reported to us during the **policy period**, or as expressly provided for in the **extended reporting period**, if applicable; or (ii) **contamination** that caused the **insured** to incur **emergency expense** during the **policy period**.

D. Image Restoration Coverage

We will reimburse you for **image restoration expenses** incurred because of **contamination** reported to us during the **policy period** or as expressly provided for in the **extended reporting period**, if applicable, and that results in **bodily injury, property damage, or environmental damage** covered under Insuring Agreements **I. A., B., or C.**, as applicable. Reimbursement is limited to the costs of restoring your reputation and consumer confidence through image consulting, is subject to the **Self-Insured Retention** shown in ITEM 7 in the Declarations, as applicable, and will in no event exceed the amount shown in ITEM 5.D. in the Declarations.

II. DEFINITIONS

A. Additional insured means:

1. Any individual, organization or entity scheduled in this policy as an additional insured by an endorsement, but solely for their liability specified in such endorsement; or
2. Solely with regard to Coverage **A. Occurrence – Contracting Operations Environmental Liability Coverage**, any entity required to be an **additional insured** under this policy in a written contract or agreement for **your contracting operations**, provided that such contract or agreement was fully executed prior to the date that **your contracting operations** first commenced.

However such entities are included as an additional insured under this policy solely to the extent:

- a. That the entity is liable for **loss** or **remediation expense** to which this insurance applies as a result of **your contracting operations** performed by an **insured** other than the entity; and

C. Extended Reporting Periods

The **extended reporting periods** are subject to the following conditions, as applicable:

1. All premium paid with respect to a supplemental **extended reporting period** shall be deemed to be fully earned as of the first day of the extension period.
2. The supplemental **extended reporting period** described herein shall commence upon the day that the automatic **extended reporting period** terminates.
3. For the purpose of any **extended reporting period**, any change in premium, deductible, Limits of Insurance or other terms or conditions at renewal is not a refusal to renew.
4. Limits of Insurance available during any **extended reporting period** shall not exceed the balance of the Limits of Insurance in effect at the time the policy terminated.
5. In the event similar insurance is in force covering any **claims** first made during the automatic **extended reporting period**, there is no coverage under this policy.
6. In the event similar insurance is in force covering any **claims** first made during the supplemental **extended reporting period**, coverage provided by this policy shall be excess over any such other insurance, including any applicable deductible or self-insured retention amounts of such other insurance. For purposes of this provision, other insurance also includes all types of self-insurance, indemnification or other funding arrangement or program that is available to compensate an **insured** for liability.
7. Any **extended reporting period** does not extend the **policy period**. Any **claim** first made against you during an **extended reporting period** will be deemed to have been first made during the last day of the **policy period**.

X. GENERAL CONDITIONS

A. Subrogation

If we pay any amount under this policy, we shall be subrogated to the **insured's** rights of recovery against any person, firm or organization. The **insured** shall execute and deliver instruments and papers and do whatever is necessary to secure such rights. The **insured** shall not waive or prejudice such rights subsequent to when a **claim** is first made or when the **insured** discovers **contamination**.

Any recovery as a result of a subrogation proceeding arising out of payment of a **loss** or **remediation expense** covered under this insurance shall accrue first to you to the extent of any payments in excess of the Limits of Insurance; then to us to the extent of our payment under the policy; and then to you to the extent of your **self-insured retention**. Expenses incurred in such subrogation proceedings will be apportioned among the interested parties in the recovery, in the proportion that each interested party's share in the recovery bears to the total recovery.

Notwithstanding the foregoing, we hereby waive our right of subrogation against your client or any entity where required by written contract provided that such contract is fully executed prior to the first commencement of **contamination** to which this insurance applies.

B. Changes

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CANCELLATION OR NONRENEWAL BY US NOTIFICATION TO A DESIGNATED ENTITY

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS PACKAGE POLICY
CLAIMS-MADE EXCESS LIABILITY COVERAGE PART
COMMERCIAL AUTO COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL UMBRELLA LIABILITY COVERAGE PART
DENTIST'S PACKAGE POLICY
EXCESS LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART
PROFESSIONAL UMBRELLA LIABILITY COVERAGE PART
PROFESSIONAL UMBRELLA LIABILITY COVERAGE PART - CLAIMS-MADE

SCHEDULE

Name and mailing address of person(s) or organization(s):

STRAND ASSOCIATES INC
1525 BULL LEA RD STE 100
LEXINGTON, KY 40511-1227

Number of days notice (other than nonpayment of premium): 30

- A. If we cancel or nonrenew this policy for any statutorily permitted reason other than nonpayment of premium we will mail notice to the person or organization shown in the Schedule. We will mail such notice at least the number of days shown in the Schedule before the effective date of cancellation or nonrenewal.
- B. If we cancel this policy for nonpayment of premium, we will mail notice to the person or organization shown in the Schedule. We will mail such notice at least 10 days before the effective date of cancellation.
- C. If notice is mailed, proof of mailing to the mailing address shown in the Schedule will be sufficient proof of notice.
- D. In no event will coverage extend beyond the actual expiration, termination or cancellation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED BY CONTRACT

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM**

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective: 10-11-2018	Policy Number: EBA 034 72 45
Named Insured: HERRICK COMPANY INC	
Countersigned by:	

(Authorized Representative)

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

SECTION II - LIABILITY COVERAGE, A. Coverage, I. Who is an Insured is amended to include as an insured any person or organization with which you have agreed in a valid written contract to provide insurance as is afforded by this policy.

This provision is limited to the scope of the valid written contract.

This provision does not apply unless the valid written contract has been executed prior to the "bodily injury" or "property damage".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET WAIVER OF SUBROGATION - AUTO

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective: 10-11-2018	Policy Number: EBA 034 72 45
Named Insured: HERRICK COMPANY INC	
Countersigned by:	

(Authorized Representative)

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

1. Blanket Waiver of Subrogation

SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer of Rights of Recovery Against Others to Us is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization because

of payments we make for "bodily injury" or "property damage" arising out of the operation of a covered "auto" when you have assumed liability for such "bodily injury" or "property damage" under an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the "insured contract".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY INSURANCE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective: 10-11-2018	Policy Number: EBA 034 72 45
Named Insured: HERRICK COMPANY INC	
Countersigned by:	

(Authorized Representative)

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

1. Noncontributory Insurance

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance is replaced by the following:

- c. Regardless of the provisions of Paragraph a. above, this Coverage Form's Liability Coverage is primary and we will not seek contribution from any other insurance for any liability assumed under an "insured contract" that requires liability to be assumed on a primary noncontributory basis.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS ADDITIONAL INSURED - AUTOMATIC STATUS WHEN REQUIRED IN WRITTEN CONTRACT, AGREEMENT, PERMIT OR AUTHORIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Additional Insured - Owners, Lessees Or Contractors - Automatic Status For Other Parties When Required In Written Contract Or Agreement With You

1. **Section II - Who Is An Insured** is amended to include as an additional insured any person or organization you have agreed in writing in a contract or agreement to add as an additional insured on this Coverage Part. Such person(s) or organization(s) is an additional insured only with respect to liability for:

a. "Bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by the performance of your ongoing operations by you or on your behalf, under that written contract or written agreement. Ongoing operations does not apply to "bodily injury" or "property damage" occurring after:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project; and

b. "Bodily injury" or "property damage" caused, in whole or in part, by "your work" performed under that written contract or written agreement and included in the "products-completed operations hazard", but only if:

- (1) The Coverage Part to which this endorsement is attached provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard"; and
- (2) The written contract or written agreement requires you to provide additional insured coverage included within the "products-completed operations hazard" for that person or organization.

If the written contract or written agreement requires you to provide additional insured coverage included within the "products-completed operations hazard" for a specified length of time for that person or organization, the "bodily injury" or "property damage" must occur prior to the expiration of that period of time in order for this insurance to apply.

If the written contract or written agreement requires you to provide additional insured coverage for a person or organization per ISO additional insured endorsement form number CG 20 10, without specifying an edition date, this Paragraph b. does not apply to that person or organization.

2. If the written contract or written agreement described in Paragraph 1. above specifically requires you to provide additional insured coverage to that person or organization:
 - a. *Arising out of* your ongoing operations or *arising out of* "your work": or
 - b. By way of an edition of an ISO additional insured endorsement that includes *arising out of* your ongoing operations or *arising out of* "your work";

then the phrase *caused, in whole or in part, by* in Paragraph A.1.a. and/or Paragraph A.1.b. above, whichever applies, is replaced by the phrase *arising out of*.

3. With respect to the insurance afforded to the additional insureds described in Paragraph A.1., the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- a. The preparing, approving or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

4. This Paragraph A. does not apply to additional insureds described in Paragraph B.

B. Additional Insured - State Or Governmental Agency Or Subdivision Or Political Subdivision - Automatic Status When Required In Written Permits Or Authorizations

1. **Section II - Who Is An Insured** is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision you have agreed in writing in a contract, agreement, permit or authorization to add as an additional insured on this Coverage Part. Such state or governmental agency or subdivision or political subdivision is an additional insured only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision issued, in writing, a contract, agreement, permit or authorization.
2. With respect to the insurance afforded to the additional insureds described in Paragraph B.1., the following additional exclusions apply:

This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
- b. "Bodily injury" or "property damage" included within the "products-completed operations hazard."

- C. The insurance afforded to additional insureds described in Paragraphs A. and B.:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the written contract, written agreement, written permit or written authorization to provide for such additional insured; and
3. Does not apply to any person, organization, state, governmental agency or subdivision or political subdivision specifically named as an additional insured for the same project in the schedule of an endorsement added to this Coverage Part.

- D. With respect to the insurance afforded to the additional insureds described in Paragraphs A. and B., the following is added to **Section III - Limits Of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the written contract, written agreement, written permit or written authorization described in Paragraphs A. and B.; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

- E. **Section IV - Commercial General Liability Conditions** is amended to add the following:

Automatic Additional Insured Provision

This insurance applies only if the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed:

1. During the policy period; and
2. Subsequent to your execution of the written contract or written agreement, or the issuance of a written permit or written authorization, described in Paragraphs A. and B.

- F. Except when G. below applies, the following is added to **Section IV - Commercial General Liability Conditions, 5. Other Insurance**, and supersedes any provision to the contrary:

When Other Additional Insured Coverage Applies On An Excess Basis

This insurance is primary to other insurance available to the additional insured described in Paragraphs A. and B. except:

1. As otherwise provided in **Section IV - Commercial General Liability Conditions, 5. Other Insurance, b. Excess Insurance**; or
 2. For any other valid and collectible insurance available to the additional insured as an endorsement to another insurance policy that is written on an excess basis. In such case, this insurance is also excess.
- G. The following is added to **Section IV - Commercial General Liability Conditions, 5. Other Insurance**, and supersedes any provision to the contrary:

Primary Insurance When Required By Written Contract, Agreement, Permit Or Authorization

Except when wrap-up insurance applies to the claim or "suit" on behalf of the additional insured, this insurance is primary to any other insurance available to the additional insured described in Paragraphs A. and B. provided that:

1. The additional insured is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract, agreement, permit or authorization described in Paragraph A. or B. that this insurance would be primary to any other insurance available to the additional insured.

As used in this endorsement, wrap-up insurance means any insurance provided by a consolidated (wrap-up) insurance program.

Primary And Noncontributory Insurance When Required By Written Contract, Agreement, Permit Or Authorization

Except when wrap-up insurance applies to the claim or "suit" on behalf of the additional insured, this insurance is primary to and will not seek contribution from any other insurance available to the additional insured described in Paragraphs A. and B. provided that:

1. The additional insured is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract, agreement, permit or authorization described in Paragraph A. or B. that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

As used in this endorsement, wrap-up insurance means any insurance provided by a consolidated (wrap-up) insurance program.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS' COMMERCIAL GENERAL LIABILITY BROADENED ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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• Managers Or Lessors Of Premises;	
• Lessor Of Leased Equipment;	
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B. Limits Of Insurance:

The Commercial General Liability Limits of Insurance apply to the insurance provided by this endorsement, except as provided below:

1. Employee Benefit Liability Coverage

Each Employee Limit: \$1,000,000
Aggregate Limit: \$3,000,000
Deductible Amount: \$ 1,000

3. Damage To Premises Rented To You

The lesser of:

- The Each Occurrence Limit shown in the Declarations; or
- \$500,000 unless otherwise stated \$ _____

4. Supplementary Payments

- Bail Bonds: \$2,500

b. Loss Of Earnings: \$ 500

5. Medical Payments

Medical Expense Limit: \$ 10,000

9. Property Damage To Borrowed Equipment

Each Occurrence Limit: \$10,000

Deductible Amount: \$ 250

16. Voluntary Property Damage Coverage (Coverage a.) And Care, Custody Or Control Liability Coverage (Coverage b.)

Limits Of Insurance

Coverage a.

\$1,000 Each Occurrence

\$5,000 Aggregate

Coverage b. \$5,000 Each Occurrence unless otherwise stated \$ _____

Deductible Amount (Each Occurrence)

Coverage a. \$250

Coverage b. \$250 unless otherwise stated \$ _____

COVERAGE	PREMIUM BASIS (a) Area (b) Payroll (c) Gross Sales (d) Units (e) Other	RATE (For Limits in Excess of \$5,000)	ADVANCE PREMIUM (For Limits in Excess of \$5,000)
b. Care, Custody Or Control			\$
TOTAL ANNUAL PREMIUM			\$

C. Coverages

1. Employee Benefit Liability Coverage

- a. The following is added to **Section I - Coverages**:

Employee Benefit Liability Coverage

(1) Insuring Agreement

- (a) We will pay those sums that the insured becomes legally obligated to pay as damages caused by any act, error or omission of the insured, or of any other person for whose acts the insured is legally liable, to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend against any "suit" seeking damages to which this insurance does not apply. We may, at our discretion, investigate any report of an act, error or omission and settle any claim or "suit" that may result. But:

- 1) The amount we will pay for damages is limited as described in **Section III - Limits Of Insurance**; and
- 2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **Supplementary Payments**.

- (b) This insurance applies to damages only if the act, error or omission, is negligently committed in the "administration" of your "employee benefit program"; and
- 1) Occurs during the policy period; or
 - 2) Occurred prior to the "first effective date" of

this endorsement provided:

- a) You did not have knowledge of a claim or "suit" on or before the "first effective date" of this endorsement.

You will be deemed to have knowledge of a claim or "suit" when any "authorized representative";

- i) Reports all, or any part, of the act, error or omission to us or any other insurer;
- ii) Receives a written or verbal demand or claim for damages because of the act, error or omission; and

- b) There is no other applicable insurance.

(2) Exclusions

This insurance does not apply to:

- (a) **Bodily Injury, Property Damage Or Personal And Advertising Injury**

"Bodily injury", "property damage" or "personal and advertising injury".

- (b) **Dishonest, Fraudulent, Criminal Or Malicious Act**

Damages arising out of any intentional, dishonest, fraudulent, criminal or malicious act, error or omission, committed by any insured, including the willful or reckless violation of any statute.

- (c) **Failure To Perform A Contract**

Damages arising out of failure of performance of contract by any insurer.

(d) Insufficiency Of Funds

Damages arising out of an insufficiency of funds to meet any obligations under any plan included in the "employee benefit program".

(e) Inadequacy Of Performance Of Investment/Advice Given With Respect To Participation

Any claim based upon:

- 1) Failure of any investment to perform;
- 2) Errors in providing information on past performance of investment vehicles; or
- 3) Advice given to any person with respect to that person's decision to participate or not to participate in any plan included in the "employee benefit program".

(f) Workers' Compensation And Similar Laws

Any claim arising out of your failure to comply with the mandatory provisions of any workers' compensation, unemployment compensation insurance, social security or disability benefits law or any similar law.

(g) ERISA

Damages for which any insured is liable because of liability imposed on a fiduciary by the Employee Retirement Income Security Act of 1974, as now or hereafter amended, or by any similar federal, state or local laws.

(h) Available Benefits

Any claim for benefits to the extent that such benefits are available, with reasonable effort and cooperation of the insured, from the applicable funds accrued or other collectible insurance.

(i) Taxes, Fines Or Penalties

Taxes, fines or penalties, including those imposed under the Internal Revenue Code or any similar state or local law.

(j) Employment-Related Practices

Any liability arising out of any:

- (1) Refusal to employ;
- (2) Termination of employment;
- (3) Coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or other employment-related practices, acts or omissions; or
- (4) Consequential liability as a result of (1), (2) or (3) above.

This exclusion applies whether the insured may be held liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

(3) Supplementary Payments

Section I - Coverages, Supplementary Payments - Coverages A And B also apply to this Coverage.

b. Who Is An Insured

As respects **Employee Benefit Liability Coverage, Section II - Who Is An Insured** is replaced by the following:

- (1) If you are designated in the Declarations as:
 - (a) An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
 - (b) A partnership or joint venture, you are an insured. Your members, your part-

ners, and their spouses are also insureds but only with respect to the conduct of your business.

- (c) A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
 - (d) An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
 - (e) A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.
- (2) Each of the following is also an insured:
- (a) Each of your "employees" who is or was authorized to administer your "employee benefit program";
 - (b) Any persons, organizations or "employees" having proper temporary authorization to administer your "employee benefit program" if you die, but only until your legal representative is appointed; or
 - (c) Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.
- (3) Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if no other similar insurance applies to that organi-

zation. However, coverage under this provision:

- (a) Is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and
- (b) Does not apply to any act, error or omission that was committed before you acquired or formed the organization.

c. Limits Of Insurance

As respects **Employee Benefit Liability Coverage, Section III - Limits Of Insurance** is replaced by the following:

- (1) The Limits of Insurance shown in Section **B. Limits Of Insurance, 1. Employee Benefit Liability Coverage** and the rules below fix the most we will pay regardless of the number of:
- (a) Insureds;
 - (b) Claims made or "suits" brought;
 - (c) Persons or organizations making claims or bringing "suits";
 - (d) Acts, errors or omissions; or
 - (e) Benefits included in your "employee benefit program".
- (2) The Aggregate Limit shown in Section **B. Limits Of Insurance, 1. Employee Benefit Liability Coverage** of this endorsement is the most we will pay for all damages because of acts, errors or omissions negligently committed in the "administration" of your "employee benefit program".
- (3) Subject to the limit described in (2) above, the Each Employee Limit shown in Section **B. Limits Of Insurance, 1. Employee Benefit Liability Coverage** of this endorsement is the most we will pay for all damages sustained by any one "employee", including damages sustained by such "employee's" dependents and beneficiaries, as a result of:
- (a) An act, error or omission; or

- (b) A series of related acts, errors or omissions, regardless of the amount of time that lapses between such acts, errors or omissions;

negligently committed in the "administration" of your "employee benefit program".

However, the amount paid under this endorsement shall not exceed, and will be subject to the limits and restrictions that apply to the payment of benefits in any plan included in the "employee benefit program."

(4) Deductible Amount

- (a) Our obligation to pay damages on behalf of the insured applies only to the amount of damages in excess of the Deductible Amount stated in the Declarations as applicable to Each Employee. The limits of insurance shall not be reduced by the amount of this deductible.

- (b) The Deductible Amount stated in the Declarations applies to all damages sustained by any one "employee", including such "employee's" dependents and beneficiaries, because of all acts, errors or omissions to which this insurance applies.

- (c) The terms of this insurance, including those with respect to:

- 1) Our right and duty to defend the insured against any "suits" seeking those damages; and

- 2) Your duties, and the duties of any other involved insured, in the event of an act, error or omission, or claim;

apply irrespective of the application of the Deductible Amount.

- (d) We may pay any part or all of the Deductible Amount to effect settlement of any claim or "suit" and, upon no-

tification of the action taken, you shall promptly reimburse us for such part of the Deductible Amount as we have paid.

d. Additional Conditions

As respects **Employee Benefit Liability Coverage, Section IV - Commercial General Liability Conditions** is amended as follows:

- (1) Item 2. **Duties In The Event Of Occurrence, Offense, Claim Or Suit** is replaced by the following:

2. Duties In The Event Of An Act, Error Or Omission, Or Claim Or Suit

- a. You must see to it that we are notified as soon as practicable of an act, error or omission which may result in a claim. To the extent possible, notice should include:

- (1) What the act, error or omission was and when it occurred; and

- (2) The names and addresses of anyone who may suffer damages as a result of the act, error or omission.

- b. If a claim is made or "suit" is brought against any insured, you must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and

- (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

- c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers re-

ceived in connection with the claim or "suit";

- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of an act, error or omission to which this insurance may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense without our consent.

(2) Item 5. **Other Insurance** is replaced by the following:

5. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when c. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in b. below.

b. Method Of Sharing

If all of the other insurance permits contribu-

tion by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

c. No Coverage

This insurance shall not cover any loss for which the insured is entitled to recovery under any other insurance in force previous to the effective date of this Coverage Part.

e. Additional Definitions

As respects **Employee Benefit Liability Coverage, Section V - Definitions** is amended as follows:

(1) The following definitions are added:

1. "Administration" means:

- a. Providing information to "employees", including their dependents and beneficiaries, with respect to eligibility for or scope of "employee benefit programs";
- b. Interpreting the "employee benefit programs";
- c. Handling records in connection with the "employee benefit programs"; or
- d. Effecting, continuing or terminating any "employee's" participation in

any benefit included in the "employee benefit program".

However, "administration" does not include:

- a. Handling payroll deductions; or
 - b. The failure to effect or maintain any insurance or adequate limits of coverage of insurance, including but not limited to unemployment insurance, social security benefits, workers' compensation and disability benefits.
2. "Cafeteria plans" means plans authorized by applicable law to allow "employees" to elect to pay for certain benefits with pre-tax dollars.
 3. "Employee benefit programs" means a program providing some of all of the following benefits to "employees", whether provided through a "cafeteria plan" or otherwise:
 - a. Group life insurance; group accident or health insurance; dental, vision and hearing plans; and flexible spending accounts; provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to those "employees" who satisfy the plan's eligibility requirements;
 - b. Profit sharing plans, employee savings plans, employee stock ownership plans, pension plans and stock subscription plans, provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to all "employees" who are eligible under the plan for such benefits;
 - c. Unemployment insurance, social security benefits, workers' compensation and disability benefits; and
 - d. Vacation plans, including buy and sell programs; leave of absence programs, including military, maternity, family, and civil leave; tuition assistance plans; transportation and health club subsidies.
4. "First effective date" means the date upon which coverage was first effected in a series of uninterrupted renewals of insurance coverage.
- (2) The following definitions are deleted in their entirety and replaced by the following:
8. "Employee" means a person actively employed, formerly employed, on leave of absence or disabled, or retired. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
 21. "Suit" means a civil proceeding in which money damages because of an act, error or omission to which this insurance applies are alleged. "Suit" includes:
 - a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent;
 - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent; or
 - c. An appeal of a civil proceeding.

2. Unintentional Failure To Disclose Hazards

Section IV - Commercial General Liability Conditions, 7. Representations is amended by the addition of the following:

Based on our dependence upon your representations as to existing hazards, if unintentionally you should fail to disclose all such hazards at the inception date of your policy, we will not reject coverage under this Coverage Part based solely on such failure.

3. Damage To Premises Rented To You

a. The last Paragraph of **2. Exclusions under Section I - Coverage A - Bodily Injury And Property Damage Liability** is replaced by the following:

Exclusions **c.** through **q.** do not apply to "property damage" by fire, explosion, lightning, smoke or soot to premises while rented to you or temporarily occupied by you with permission of the owner, for which the amount we will pay is limited to the **Damage To Premises Rented To You Limit** as described in **Section III - Limits Of Insurance.**

b. The insurance provided under **Section I - Coverage A - Bodily Injury And Property Damage Liability** applies to "property damage" arising out of water damage to premises that are both rented to and occupied by you.

(1) As respects Water Damage Legal Liability, as provided in Paragraph **3.b.** above:

The exclusions under **Section I - Coverage A - Bodily Injury And Property Damage Liability, 2. Exclusions,** other than **i. War** and the **Nuclear Energy Liability Exclusion (Broad Form),** are deleted and the following are added:

This insurance does not apply to:

(a) "Property damage":

- (i) Assumed in any contract or agreement; or
- (ii) Caused by or resulting from any of the following:
 - 1) Wear and tear;

2) Rust or other corrosion, decay, deterioration, hidden or latent defect or any quality in property that causes it to damage or destroy itself;

3) Smog;

4) Mechanical breakdown, including rupture or bursting caused by centrifugal force;

5) Settling, cracking, shrinking or expansion;

6) Nesting or infestation, or discharge or release of waste products or secretions, by insects, birds, rodents or other animals; or

7) Presence, growth, proliferation, spread or any activity of fungus, including mold or mildew, and any mycotoxins, spores, scents or byproducts produced or released by fungi.

(b) "Property damage" caused directly or indirectly by any of the following:

(i) Earthquake, volcanic eruption, landslide or any other earth movement;

(ii) Water that backs up or overflows or is otherwise discharged from a sewer, drain, sump, sump pump or related equipment;

(iii) Water under the ground surface pressing on, or flowing or seeping through:

1) Foundations, walls, floors or paved surfaces;

- 2) Basements, whether paved or not; or
 - 3) Doors, windows or other openings.
- (c) "Property damage" caused by or resulting from water that leaks or flows from plumbing, heating, air conditioning, fire protection systems, or other equipment, caused by or resulting from freezing, unless:
- (i) You did your best to maintain heat in the building or structure; or
 - (ii) You drained the equipment and shut off the water supply if the heat was not maintained.
- (d) "Property damage" to:
- (i) Plumbing, heating, air conditioning, fire protection systems, or other equipment or appliances; or
 - (ii) The interior of any building or structure, or to personal property in the building or structure, caused by or resulting from rain, snow, sleet or ice, whether driven by wind or not.

you with permission of the owner;

- b. In the case of damage by fire, explosion, lightning, smoke or soot, while rented to you; or
- c. In the case of damage by water, while rented to and occupied by you.

- (2) The most we will pay is limited as described in Section B. **Limits Of Insurance, 3. Damage To Premises Rented To You** of this endorsement.

4. Supplementary Payments

Under Section I - **Supplementary Payments - Coverages A And B:**

- a. Paragraph 2. is replaced by the following:

Up to the limit shown in Section B. **Limits Of Insurance, 4.a.** Bail Bonds of this endorsement for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

- b. Paragraph 4. is replaced by the following:

All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to the limit shown in Section B. **Limits Of Insurance, 4.b.** Loss Of Earnings of this endorsement per day because of time off from work.

5. Medical Payments

The Medical Expense Limit of Any One Person as stated in the Declarations is amended to the limit shown in Section B. **Limits Of Insurance, 5. Medical Payments** of this endorsement.

6. 180 Day Coverage For Newly Formed Or Acquired Organizations

Section II - **Who Is An Insured** is amended as follows:

Subparagraph a. of Paragraph 3. is replaced by the following:

- a. Insurance under this provision is afforded only until the 180th day after

c. Limit Of Insurance

With respect to the insurance afforded in Paragraphs 3.a. and 3.b. above, the **Damage To Premises Rented To You** Limit as shown in the Declarations is amended as follows:

- (1) Paragraph 6. of Section III - **Limits Of Insurance** is replaced by the following:

6. Subject to Paragraph 5. above, the **Damage To Premises Rented To You** Limit is the most we will pay under **Coverage A - Bodily Injury And Property Damage Liability** for damages because of "property damage" to any one premises:

- a. While rented to you, or temporarily occupied by

you acquire or form the organization or the end of the policy period, whichever is earlier;

7. Waiver Of Subrogation

Section IV - Commercial General Liability Conditions, 9. Transfer Of Rights Of Recovery Against Others To Us is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization against whom you have agreed to waive such right of recovery in a written contract or agreement because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a written contract or agreement with that person or organization and included in the "products-completed operations hazard". However, our rights may only be waived prior to the "occurrence" giving rise to the injury or damage for which we make payment under this Coverage Part. The insured must do nothing after a loss to impair our rights. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce those rights.

8. Automatic Additional Insured - Specified Relationships

a. The following is added to **Section II - Who Is An Insured**:

(1) Any person(s) or organization(s) described in Paragraph 8.a.(2) of this endorsement (hereinafter referred to as additional insured) whom you are required to add as an additional insured under this Coverage Part by reason of a written contract, written agreement, written permit or written authorization.

(2) Only the following persons or organizations are additional insureds under this endorsement, and insurance coverage provided to such additional insureds is limited as provided herein:

(a) Managers Or Lessors Of Premises

The manager or lessor of a premises leased to you with whom you have agreed per Paragraph 8.a.(1) of this endorsement to provide insurance, but only with respect to liability arising out of the ownership, maintenance or

use of that part of the premises leased to you, subject to the following additional exclusions:

This insurance does not apply to:

(i) Any "occurrence" which takes place after you cease to be a tenant in that premises;

(ii) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

(b) Lessor Of Leased Equipment

Any person or organization from whom you lease equipment when you and such person(s) or organization(s) have agreed per Paragraph 8.a.(1) of this endorsement to provide insurance. Such person(s) or organization(s) are insureds only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s). A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends. However, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

(c) Vendors

Any person or organization (referred to below as vendor) with whom you have agreed per Paragraph 8.a.(1) of this endorsement to provide insurance, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the

vendor's business, subject to the following additional exclusions:

(i) The insurance afforded the vendor does not apply to:

- 1) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- 2) Any express warranty unauthorized by you;
- 3) Any physical or chemical change in the product made intentionally by the vendor;
- 4) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- 5) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- 6) Demonstration, installation, servicing

or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

7) Products which, after distribution or sale by you, have been labeled or re-labeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

8) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

a) The exceptions contained in Paragraphs (c) (i) 4) or 6) of this endorsement; or

b) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(ii) This insurance does not apply to any insured person or organization:

1) From whom you have acquired such products, or any ingredient, part

or container, entering into, accompanying or containing such products; or

- 2) When liability included within the "products-completed operations hazard" has been excluded under this Coverage Part with respect to such products.

(d) State Or Governmental Agency Or Subdivision Or Political Subdivision - Permits Or Authorizations Relating To Premises

Any state or governmental agency or subdivision or political subdivision with which you have agreed per Paragraph 8.a.(1) of this endorsement to provide insurance, subject to the following additional provision:

This insurance applies only with respect to the following hazards for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:

- (i) The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures; or
- (ii) The construction, erection or removal of elevators; or
- (iii) The ownership, maintenance or use of any elevators covered by this insurance.

(e) Mortgagee, Assignee Or Receiver

Any person or organization with whom you have agreed per Paragraph 8.a.(1) of this endorsement to provide insurance, but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of the premises by you. However, this insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

- (3) The insurance afforded to additional insureds described in Paragraph 8.a.(1) of this endorsement:

- (a) Only applies to the extent permitted by law; and
- (b) Will not be broader than that which you are required by the written contract, written agreement, written permit or written authorization to provide for such additional insured; and
- (c) Does not apply to any person, organization, vendor, state, governmental agency or subdivision or political subdivision, specifically named as an additional insured under any other provision of, or endorsement added to, this Coverage Part, provided such other provision or endorsement covers the injury or damage for which this insurance applies.

- b. With respect to the insurance afforded to the additional insureds described in Paragraph 8.a.(1) of this endorsement, the following is added to **Section III - Limits Of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

- (1) Required by the written contract, written agreement, written permit or written authorization described

in Paragraph 8.a.(1) of this endorsement; or

- (2) Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

- c. **Section IV - Commercial General Liability Conditions** is amended to include the following:

Automatic Additional Insured Provision

This insurance applies only if the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed:

- (1) During the policy period; and
(2) Subsequent to your execution of the written contract or written agreement, or the issuance of a written permit or written authorization, described in Paragraph 8.a.(1).

- d. **Section IV - Commercial General Liability Conditions** is amended as follows:

Condition 5. **Other Insurance** is amended to include:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured per Paragraph 8.a.(1) of this endorsement provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
(2) You have agreed in writing in a contract, agreement, permit or authorization described in 8.a.(2) of this endorsement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

9. **Property Damage To Borrowed Equipment**

- a. The following is added to **Exclusion 2.j. Damage To Property** under Sec-

tion I - Coverage A - Bodily Injury And Property Damage Liability:

Paragraphs (3) and (4) of this exclusion do not apply to tools or equipment loaned to you, provided they are not being used to perform operations at the time of loss.

- b. With respect to the insurance provided by this section of the endorsement, the following additional provisions apply:

- (1) The Limits of Insurance shown in the Declarations are replaced by the limits designated in **Section B. Limits Of Insurance, 9. Property Damage To Borrowed Equipment** of this endorsement with respect to coverage provided by this endorsement. These limits are inclusive of and not in addition to the limits being replaced. The Limits of Insurance shown in **Section B. Limits Of Insurance, 9. Property Damage To Borrowed Equipment** of this endorsement fix the most we will pay in any one "occurrence" regardless of the number of:

- (a) Insureds;
(b) Claims made or "suits" brought; or
(c) Persons or organizations making claims or bringing "suits".

(2) **Deductible Clause**

- (a) Our obligation to pay damages on your behalf applies only to the amount of damages for each "occurrence" which are in excess of the Deductible Amount stated in **Section B. Limits Of Insurance, 9. Property Damage To Borrowed Equipment** of this endorsement. The limits of insurance will not be reduced by the application of such deductible amount.

- (b) **Section IV - Commercial General Liability Conditions, 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit**, applies to each claim or "suit" irrespective of the amount.

- (c) We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

10. Employees As Insureds - Specified Health Care Services And Good Samaritan Services

Paragraph 2.a.(1)(d) under **Section II - Who Is An Insured** does not apply to:

- a. Your "employees" who provide professional health care services on your behalf as a duly licensed nurse, emergency medical technician or paramedic in the jurisdiction where an "occurrence" or offense to which this insurance applies takes place; or
- b. Your "employees" or "volunteer workers", other than an employed or volunteer doctor, providing first aid or good samaritan services during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

11. Broadened Notice Of Occurrence

Paragraph a. of Condition 2. **Duties In The Event Of Occurrence, Offense, Claim Or Suit** under **Section IV - Commercial General Liability Conditions** is replaced by the following:

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
 - (1) How, when and where the "occurrence" or offense took place;
 - (2) The names and addresses of any injured persons and witnesses; and
 - (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

This requirement applies only when the "occurrence" or offense is known to an "authorized representative".

12. Nonowned Aircraft

The following is added to **Exclusion 2.g. Aircraft, Auto Or Watercraft** under **Section I - Coverage A - Bodily Injury And Property Damage Liability**:

This exclusion does not apply to an aircraft you do not own, provided that:

- a. The pilot in command holds a current effective certificate, issued by a duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;
- b. The aircraft is rented with a trained, paid crew; and
- c. The aircraft does not transport persons or cargo for a charge.

13. Bodily Injury Redefined

Section V - Definitions, 4. "Bodily injury" is replaced by the following:

- 4. "Bodily injury" means bodily harm or injury, sickness, disease, disability, humiliation, shock, fright, mental anguish or mental injury, including care, loss of services or death resulting from any of these at any time.

14. Expected Or Intended Injury Redefined

The last sentence of **Exclusion 2.a. Expected Or Intended Injury** under **Section I - Coverage A - Bodily Injury And Property Damage Liability** is replaced by the following:

This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

15. Former Employees As Insureds

The following is added to Paragraph 2. under **Section II - Who Is An Insured**:

- 2. Each of the following is also an insured:

Any of your former "employees", directors, managers, members, partners or "executive officers", including but not limited to retired, disabled or those on leave of absence, but only for acts within the scope of their employment by you or for duties related to the conduct of your business.

16. Voluntary Property Damage Coverage

a. Coverage D - Voluntary Property Damage Coverage

Section I - Coverages is amended to include the following:

(1) Insuring Agreement

- (a) We will pay the cost to repair or replace "property damage" to property of others arising out of operations incidental to your business when:

- 1) Damage is caused by you; or
- 2) Damage occurs while in your possession.

At your written request, we will make this payment regardless of whether you are at fault for the "property damage".

If you, at our request, replace, or make any repairs to, damaged property of others, the amount we will pay under **Voluntary Property Damage Coverage** will be determined by your actual cost to replace or repair the damaged property, excluding any profit or overhead.

Any payment we make under **Voluntary Property Damage Coverage** shall not be interpreted as an admission of liability by you or by us.

It shall be your duty, not our duty, to defend any claim or "suit" to which this insurance applies.

No other obligation or liability to pay sums or perform acts or services is covered.

- (b) This insurance applies to "property damage" only if:
- 1) The "property damage" takes place in the "coverage territory"; and
 - 2) The "property damage" occurs during the policy period.

(2) Exclusions

This insurance does not apply to "property damage" that would be excluded by **Coverage A - Bodily Injury And Property Damage Liability, 2. Exclusions**, except for j. **Damage To Property**, paragraphs (3), (4), (5) and (6), k. **Damage To Your Product**, and l. **Damage To Your Work**.

(3) Definitions

For purposes of **Voluntary Property Damage Coverage** only, the following definitions under **Section V - Definitions** are replaced by the following:

16. "Occurrence" means an incident, including continuous or repeated exposure to substantially the same general harmful conditions that result in "property damage".

20. "Property damage" means physical injury to tangible property. "Electronic data" is not tangible property, and "property damage" does not include disappearance, abstraction or theft.

b. Care, Custody Or Control Liability Coverage

For purposes of the coverage provided by **Care, Custody Or Control Liability Coverage** in this endorsement only:

(1) **Section I - Coverage A - Bodily Injury And Property Damage Liability, 2. Exclusions, j. Damage To Property**. Subparagraphs (3), (4) and (5) do not apply to "property damage" to the property of others described therein.

(2) It shall be your duty, not our duty, to defend any claim or "suit" to which this insurance applies.

No other obligation or liability to pay sums or perform acts or services is covered.

This Paragraph (2) supersedes any provision in the Coverage Part to the contrary.

(3) "Property damage" for which **Care, Custody Or Control Liability Coverage** provides cover-

age shall be deemed to be caused by an "occurrence" but shall not serve to limit or restrict the applicability of any exclusion for "property damage" under this Coverage Part.

c. Limits Of Insurance And Deductibles

For purposes of the coverage provided by **Voluntary Property Damage Coverage and Care, Custody Or Control Liability Coverage, Section III - Limits Of Insurance** is amended to include the following:

(1) The Limits of Insurance shown in the Declarations are replaced by the limits designated in **Section B. Limits Of Insurance, 16. Voluntary Property Damage Coverage And Care, Custody Or Control Liability Coverage**, in this endorsement. These limits are inclusive of, and not in addition to, the limits being replaced. The Limits of Insurance shown in the Schedule fix the most we will pay regardless of the number of:

- (a) Insureds;
- (b) Claims made or "suits" brought; or
- (c) Persons or organizations making claims or bringing "suits".

(2) (a) Subject to (3) below, the **Voluntary Property Damage Coverage**, Each Occurrence Limit Of Insurance is the most we will pay for the sum of damages under **Voluntary Property Damage Coverage**:

(b) The **Care, Custody Or Control Liability Coverage**, Each Occurrence Limit Of Insurance is the most we will pay for the sum of damages under **Care, Custody Or Control Liability Coverage**:

because of all "property damage" arising out of any one "occurrence".

(3) The **Voluntary Property Damage Coverage**, Aggregate Limit Of Insurance is the most we will pay for the sum of all damages under **Voluntary Property Damage Coverage**. This limit applies separately to each "coverage term".

(4) Deductible Clause

(a) Our obligation to pay damages on your behalf applies only to the amount of damages for each "occurrence" which are in excess of the Deductible Amount stated for the applicable coverage in the Schedule. The limits of insurance will not be reduced by the application of such Deductible Amount.

(b) **Section IV - Commercial General Liability Conditions, 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit**, applies to each claim or "suit" irrespective of the amount.

(c) We may pay any part or all of the Deductible Amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the Deductible Amount as has been paid by us.

17. Broadened Contractual Liability - Work Within 50' Of Railroad Property

Section V - Definitions, 12. "Insured contract" is amended as follows:

- a. Paragraph c. is replaced by the following:
 - c. Any easement or license agreement;
- b. Paragraph f.(1) is deleted in its entirety.

18. Alienated Premises

Exclusion 2.j. Damage to Property, Paragraph (2) under **Section I - Coverage A - Bodily Injury And Property Damage Liability** does not apply if the premises are "your work".

CONTRACT DOCUMENTS

PROJECT MANUAL
WEST HICKMAN CREEK WASTEWATER
TREATMENT PLANT AERATION BLOWER
IMPROVEMENTS
CONTRACT 64-2019
LEXINGTON-FAYETTE URBAN CO. GOV.
MAY 2019
HERRICK COMPANY, INC
CONTRACTOR'S COPY

West Hickman
Creek
Wastewater
Treatment Plant
Aeration Blower
Improvements

Contract
64-2019

Project Manual

Lexington-Fayette Urban

County Government, KY

Issued for Bid

May 30, 2019

PLAN HOLDER: _____

Set No.: _____

PROJECT MANUAL

WEST HICKMAN CREEK WASTEWATER TREATMENT PLANT
AERATION BLOWER IMPROVEMENTS
CONTRACT 64-2019
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT,
KENTUCKY



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May 30, 2019



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PART 1

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4. METHOD OF RECEIVING BIDS

Bids will be received from Prime Contracting firms on a **Lump Sum Basis** as shown in the Form of Proposal 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

All bids shall be accompanied by a bid bond of not less than five percent (5%) of the amount of the bid 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. Check or bond shall be payable to Lexington-Fayette Urban County Government.

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, June 18, 2019.** Sealed proposals shall be clearly marked on the outside of the

For assistance in locating Disadvantaged Business Enterprises Subcontractors contact:

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

12. PREBID MEETING

There is a prebid meeting scheduled for this project for **June 7, 2019, 10 A.M. at DIVISION OF WATER QUALITY, 645 WEST HICKMAN PLANT ROAD, LEXINGTON, KY 40356.** Attendance at prebid meeting is not mandatory.

13. CONSENT DECREE REQUIREMENTS

The work to be provided through this bid will assist the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT** (the “**OWNER**”) in successfully implementing the **PROJECT** and complying with any requirements which are related to the Consent Decree entered in a case styled *United States & Commonwealth of Kentucky v. Lexington Fayette Urban County Government*, United States District Court for the Eastern District of Kentucky, Civil Action No. 5:06-cv-386-KSF (the “**CONSENT DECREE**”). The services provided through this bid are hereinafter referred to as the **PROJECT**. **The primary goal of the PROJECT is to provide the OWNER with the technical support and/or construction services necessary to successfully meet the obligations and deadlines of the CONSENT DECREE.**

The **BIDDER** shall familiarize itself with and shall at all times comply with the **CONSENT DECREE**, and all federal, state and local laws, ordinances, and regulations that in any manner affect the **PROJECT**. Time is of the essence in the performance of this **PROJECT**. **BIDDER** is aware that the **OWNER** is subject to penalties for non-compliance with the **CONSENT DECREE** deadlines.

If delays result solely by reason of acts of the **BIDDER**, the **BIDDER** shall be held liable for any financial penalties incurred by the **OWNER** as a result of the delay, **including but not limited to those assessed pursuant to the CONSENT DECREE**. In the event the parties cannot mutually agree upon the cause(s) associated with delays in completing project deliverables. The **BIDDER** must immediately notify the **OWNER** in the event of such delay, and provide the **OWNER** a written action plan within five (5) business days on how it will attempt to resolve the delay.

PART II
INFORMATION FOR BIDDERS

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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.

8. EXAMINATION OF CONTRACT DOCUMENTS AND SITE

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

9. ADDENDA AND INTERPRETATIONS

No interpretation of the meaning of the Contract Documents will be made to any bidder orally. Every request for such interpretation should be in writing addressed to the Director of Central Purchasing, who in turn will have an addendum issued under signature of the Engineer 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 which, if issued, will be mailed by certified mail with return receipt requested or faxed to all prospective bidders. Failure of any bidder to receive any such addendum or

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 for his/her firm – see Part II
2. Current Work Force Analysis Form – see Part III
3. Good Faith Effort Documentation – see Part III
4. List of Disadvantaged Business Enterprise Subcontractors and the Dollar Value of each Subcontract – see Part III

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.

22. 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.

23. ASSISTANCE TO BE OFFERED TO DISADVANTAGED BUSINESS ENTERPRISE (DBE) CONTRACTORS

I. Outreach

The Lexington-Fayette Urban County Government (LFUCG) maintains a mailing list of DBE contractors and organizations. When a LFUCG construction project is advertised for bidding, notices are sent to the entire mailing list. The notices describe the project, indicate the deadline for submitting bids, and review the bonding assistance which is available.

If you wish to be added to the LFUCG DBE contractor mailing list, please contact:

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

II. Bid Bond Assistance

For those DBE 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.

PART III

FORM OF PROPOSAL

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PART III
FORM OF PROPOSAL

**WEST HICKMAN CREEK WASTEWATER TREATMENT PLANT
AERATION BLOWER IMPROVEMENTS
BID NO. 64-2019**

Place: Lexington, Kentucky

Date: June 21, 2019

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

This Proposal Submitted by Herrick Company, Inc.

2176 Waddy Road, Lawrenceburg, KY 40342

(Name and Address of Bidding Contractor)

(Hereinafter called "Bidder"), organized and existing under the laws of the State of Kentucky, doing business as a corporation

"a corporation," "a partnership", or an "individual" as applicable.

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

Gentlemen:

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

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 **\$500.00** for each consecutive calendar day thereafter.

The Bidder hereby acknowledges receipt of the following addenda:

Addendum No. 1 Date May 31, 2019

Addendum No. 2 Date June 12, 2019

Addendum No. 3 Date June 14, 2019

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

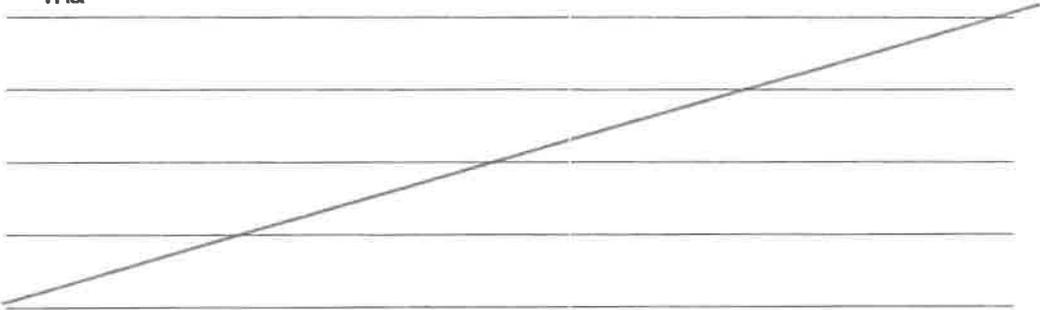
Bidder HERRICK COMPANY, INC.

Date June 21, 2019

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

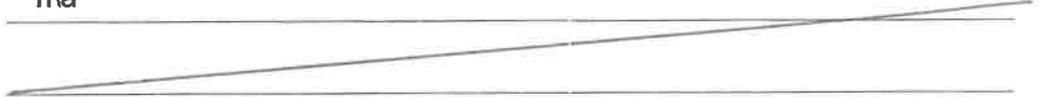
* 2. A Partnership, all of the members of which, with addresses are: (Designate general partners as such)

n/a



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

n/a



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

3. BIDDERS AFFIDAVIT

Comes the Affiant, Donna S. Herrick, and after being first duly sworn, states under penalty of perjury as follows:

1. His/her name is Donna S. Herrick and he/she is the individual submitting the bid or is the authorized representative of Herrick Company, Inc., the entity submitting the bid (hereinafter referred to as "Bidder").

2. Bidder will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the bid is submitted, prior to award of the contract and will maintain a "current" status in regard to those taxes and fees during the life of the contract.

3. Bidder will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.

4. Bidder has authorized the Division of Central Purchasing to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.

5. Bidder has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of a contract to the Bidder will not violate any provision of the campaign finance laws of the Commonwealth.

6. Bidder has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as the "Ethics Act."

7. Bidder acknowledges that "knowingly" for purposes of this Affidavit means, with respect to conduct or to circumstances described by a statute or ordinance defining an offense, that a person is aware or should have been aware that his conduct is of that nature or that the circumstance exists.

Further, Affiant sayeth naught.

Donna S Herrick

(Affiant)

STATE OF Kentucky

COUNTY OF Anderson

The foregoing instrument was subscribed, sworn to and acknowledged before me by Donna S. Herrick on this the 21st day of June, 2019.

My Commission expires: May 8, 2022

Ryan P. Gabbard

Ryan P. Gabbard

NOTARY PUBLIC, STATE AT LARGE

4. LUMP SUM BID

The Bidder agrees to perform all the Work described in the Specifications and shown on the Plans for the following lump sum and/or unit prices which shall include the furnishing of all labor, materials, supplies, services, equipment and/or vehicle usage, all items of cost, overhead, taxes (federal, state, local), and profit for the CONTRACTOR and any Subcontractor involved. The Bidder must make the extensions and additions showing the total amount of bid. The contract, if awarded, will be on the basis of material and equipment specified in the specification without consideration of possible substitute or "Or equal" items. (Per article 18 of the Information for Bidders). The LFUCG reserves the right to award the bid in its best interest and within fiscal constraints.

Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.

LUMP SUM BID:

Ninety Five Thousand (Words) Dollars \$ 95,000.⁰⁰ (Numbers)

Contract award will be made based on the Lump Sum Base Bid.

Submitted by: Herrick Company, Inc.
Firm

2176 Waddy Road
Address

Lawrenceburg, KY 40342
City, State & Zip

Bid must be signed: Donna S Herrick **Chief Executive Officer**
(original signature) ***Signature of Authorized Company Representative – Title***

Donna S. Herrick
Representative/s Name (Typed or Printed)

502-839-3484 502-839-0939
Area Code – Phone – Extension *Fax #*

hci@dcr.net
E-Mail Address

OFFICIAL ADDRESS:

2176 Waddy Road

Lawrenceburg, KY 40342

(Seal if Bid is by Corporation)

by signing this form you agree to ALL of the terms and associated forms.

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: Herrick Company, Inc.
- 2. Permanent Place of Business: 2176 Waddy Rd, Lawrenceburg, KY 40342
- 3. When Organized: 1/26/1996
- 4. Where Incorporated: Kentucky
- 5. Construction Plant and Equipment Available for this Project:

See Attached

(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:

United Fire & Casualty Company - Smith Manus, agent (Surety)

Signed: Leigh McCarthy (Representative of Surety)
Leigh McCarthy, Attorney-in-Fact

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>
WWTP Clarifier Improvements	Middlesboro, KY	\$84,721.00
WWTP Improvements/Chem Fee	Hardinsburg, KY	\$1,930,382.19
WWTP Clarifier Improvements	Frankfort, KY	\$186,500.00
WWTP Zone 2 Improvements	West Hickman Plant Lexington, KY	\$531,400.00
WWTP Pump Station	Lexington Road Station Paris, KY	\$303,624.00

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

<u>NAME</u>	<u>LOCATION</u>	<u>CONTRACT SUM</u>
See attached schedule.		

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>
See attached schedule		

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>MAJORITY</u>
See attached schedule.	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

(USE ADDITIONAL SHEETS IF NECESSARY)

12. We acknowledge that, if we are the apparent low Bidder, we will submit to the OWNER within 7 calendar days following the Bid Opening, a sworn statement on the OWNER'S form 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)—all in accordance with the Bid Documents.

6. LIST OF PROPOSED SUBCONTRACTORS

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

<u>BRANCH OF WORK - LIST EACH MAJOR ITEM</u> Such as: Grading, bituminous paving, concrete, seeding and protection, construction staking, etc.	<u>SUBCONTRACTOR</u>	<u>DBE</u> <u>Yes/No</u> <u>% of Work</u>	
1. <u>ELECTRIC</u>	Name: <u>T.E.M.</u>	<u>YES</u>	<u>3%</u>
	Address: <u>LEXINGTON, Ky</u>		
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. AUTHENTICATION OF BID AND STATEMENT OF NON-COLLUSION AND 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 X . 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.

READ CAREFULLY – SIGN IN SPACE BELOW – FAILURE TO SIGN INVALIDATES BID.

Signed by Donna S Herrick Chief Executive Officer
Donna S. Herrick

Firm Herrick Company, Inc

Address 2176 Waddy Road
Lawrenceburg, KY 40342

Telephone 502-839-3484

Date June 21, 2019

8. STATEMENT OF EXPERIENCE

(this section must be completed or your bid will be considered as non-responsive)

Please see attached schedule.

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: _____

BY: HERRICK COMPANY, INC.
Name of Firm

DATE: June 21, 2019

BY: *Donna S Herrick*
Donna S. Herrick

TITLE: Chief Executive Officer

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

9. 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.

Donna S Herrick
Signature Donna S Herrick

HERRICK COMPANY, INC.
Name of Business

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

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

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

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

The Act further provides:

KRS 45.610. Hiring minorities – Information required

- a. *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.*
- b. *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.

10. EQUAL EMPLOYMENT OPPORTUNITY AFFIRMATIVE ACTION POLICY

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

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

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

Signature: Donna S Herrick
(Bidding Contractor)

Title: Chief Executive Officer

Date: June 21, 2019

11. WORKFORCE ANALYSIS FORM

Name of Organization: **HERRICK COMPANY, INC.**

Date: / /

Categories	Total	White		Black		Other		Total	
		M	F	M	F	M	F	M	F
Administrators	1		1						1
Professionals									
Superintendents	3	3						3	
Supervisors	1	1						1	
Foremen	1	1						1	
Technicians									
Protective Service									
Para-Professionals									
Office/Clerical	2	1	1					1	1
Skilled Craft	11	11						11	
Service/Maintenance									
Total:	19	17	2					17	2

Prepared By: Donna S Herrick
 Donna S. Herrick, CEO

12. EVIDENCE OF INSURABILITY

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

Names Insured: Henrick Company, Inc. Employee ID: 61-1296034
 Address: 2176 Waddy Road Phone: 502-839-3484
Lawrenceburg, KY 40342

Project to be insured: West Hickman Creek Wastewater Treatment Plant Aeration Blower Improvements - Bid # 64-2019

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 1.3.D.1 - see provisions	CGL	\$1,000,000 per occ. And \$2,000,000 aggregate	\$ 1,000,000 2,000,000	Cincinnati Insurance Co	004289	A+:XV
SC 1.3.D.1 - see provisions	AUTO	\$2,000,000/per occ.	\$ 1,000,000	Cincinnati Insurance Co	004289	A+:XV
SC 1.3.D.1 - see provisions	WC	Statutory w/endorsement as noted	\$4,000,000 4,000,000 4,000,000	Associated General Contractors of KY	055002	A-:VII

*see below. In 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.

J. Smith Lanier & Co., A Marsh & McLennan Agency, LLC company
 Agency or Brokerage
360 E. Vine Street

Chris Barnett
 Name of Authorized Representative
Senior Vice President

Lexington KY 40507
 City State Zip
859-254-8023
 Telephone Number

Title
Chris Barnett
 Authorized Signature
June 14, 2019
 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.

*Umbrella \$5,000,000 Cincinnati Ins Co 004289 A+:XV
 Excess Umbrella \$5,000,000 Travelers Property & Casualty Co. 004281 A++:XV

13. DEBARRED FIRMS

PROJECT NAME: West Hickman Creek Wastewater Treatment Plant Aeration Blower Improvements

BID NUMBER: XX-2019

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

HERRICK COMPANY, INC.
Name of Firm Submitting Bid

Donna S Herrick
Signature of Authorized Official Donna S. Herrick

Chief Executive Officer
Title

June 21, 2019
Date

14. 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: HERRICK COMPANY, INC.

Project: West Hickman Creek WWTP Aeration Blower Improvements

Printed Name and Title of Authorized Representative: Donna S. Herrick, CEO

Signature: *Donna S Herrick*

Date: June 21, 2019

END OF SECTION

Herrick Company, Inc.
2176 Tracy Road
Lawrenceburg, KY 40342
502-839-3484
502-839-0939 Fax

Bid: West Hickman Creek WWTP Aeration Blower Improvements
Bid Number 64-2019
Lexington-Fayette Urban County Government, Kentucky

Page P-8: Qualification Statement - Item 5: Equipment Available

- 35 ton Crane
- 15 ton Boom Truck
- 50 ton Crane
- CAT D5 Dozer
- CAT 953 Loader
- CAT 315 Excavator
- CAT 416 Backhoe
- CAT 420 Backhoe
- CAT 420E Backhoe
- CAT 302.5 Excavator
- Hyundai R35ZCR Mini-Excavator
- Bobcat Skid Steer Loader
- International Flat Bed Dump
- (2) 185 Air Compressors
- 6" Diesel Pump
- Kundel 8' x 20' trench box
- (8) pickup trucks
- Miscellaneous small equipment and tools

BID: West Hickman Creek WWTP Aeration Blower Improvements - Bid # 64-2019

Bidder Qualification Statement

**Required Attachments - Page P-9 Item 10 "Key Personnel"
& Page P-13 Item No. 8" Statement of Experience"**

Donna S. Herrick - Chief Executive Officer

HCI Start Date: 1/26/96 (Years in construction - 26)

Experience: Management, cost-tracking, asset acquisition, budgeting, financial planning, risk management and control, project analysis, corporate taxes, human resources and payroll, new business start-ups

H. Douglas Herrick - President

HCI Start Date: 1/26/96 (Years in construction - 47)

Experience: Management, SFR contract builder, carpentry, estimating, supervisor on water- and waste-water treatment projects, including new construction, renovation, maintenance and emergency work

Eddie R. Johnson - Superintendent

HCI Start Date: 5/22/99 (Years in construction - 49)

Experience: Carpentry, electrical, plumber, layout & design, supervisory

Ryan P. Gabbard - Project Manager / Superintendent

HCI Start Date: 12/30/00 (Years in construction - 19)

Experience: Laborer, rebar foreman, layout, carpentry, tower construction, supervisory; project manager

Larry T. Boian - Superintendent

HCI Start Date: 3/29/99 (Years in construction - 37)

Experience: Operator, rebar, carpentry, welding, supervisory

Chadrick D. Holbrook - Superintendent

HCI Start Date: 1/19/18 (Years in construction - 18)

Experience: Operator, carpentry, supervisory

Sabrina K. Gabbard - Office Manager / Payroll Administrator

HCI Start Date: 10/09/06 (Years in construction - 13)

Experience: Payroll administrator, project reporting, equipment control & maintenance, payables & receivables, year-end information reporting, quarterly tax filing, field work as labor & forklift operator

BY: HERRICK COMPANY, INC.

DATE: June 21, 2019

BY: Donna S. Herrick

Donna S. Herrick

TITLE: Chief Executive Officer

Herrick Company, Inc
1385 Tracy Road
Lawrenceburg, KY 40342
502-839-3484

BID: West Hickman Creek WWTP Aeration Blower Improvements
Page P-9 Qualifications Statement – Item 9 Current Bonded Projects

<u>Project Name</u>	<u>Amount</u>	<u>% Completion</u>
Lincoln Trail Lift Station Rehab Project Radcliff, KY – Wastewater Treatment Plant Owner: Hardin County Water District No. 1, Daniel Clifford, 1400 Rogersville Road, Radcliff, KY (270-351-3222) Bell Engineering: David Schrader, 2480 Fortune Drive, Suite 350, Lexington, KY (859-278-5412)	\$798,631.61	62%
WTP Improvements Contract 1 – Residual Sludge & Handling System Campbellsville, KY – Water Treatment Plant Owner: City of Campbellsville, KY, Millie Ramsey, 135 City Park Road, Campbellsville, KY (270-465-7011) Monarch Engineering, Inc.: Deron Byrne, 556 Carlton Drive, Lawrenceburg, KY (502-839-1310)	\$5,568,318.68	41%
West Hickman WWTP Scum Removal Addition and Aerated Sludge Holding Tank No. 3 Cover Project Nicholasville, KY – Wastewater Treatment Plant Owner: LFUCG, Lexington, KY, Tiffany Rank, 125 Lisle Industrial Avenue, Lexington, KY (859-425-2400) Strand Associates, Inc.: Mike Davis, 1525 Bull Lea Road, Ste. 100, Lexington, KY (859-225-8500)	\$1,433,202.00	87%
WWTP Aeration System Improvements Morehead, KY Owner: Morehead Utility Plant Board, Holly McGrath-Rosas, 135 S Wilson Avenue, Morehead, KY (606-784-5538) Eclipse Engineers, PLLC: Alan Robinson, 113 W Mt. Vernon Street, Somerset, KY 42501 (606-451-0959)	\$315,500.00	5%
WTP Sedimentation Basin Sludge Valve Replacement Frankfort, KY Owner: Electric & Water Plant Board, Sharmista Dutta, 151 Flynn Avenue, Frankfort, KY (502-352-4372) Engineer: In-house – Sharmista Dutta	\$82,151.00	1%
Big Springs Park Aerial Sewer Pier Replacement Versailles, KY Owner: City of Versailles, Brian Traugott, 196 South Main Street, Versailles, KY (877-786-7537) GRW: Mike Jacobs, 801 Corporate Drive, Lexington, KY (859-223-3999)	\$186,750.00	1%

Herrick Company, Inc
1385 Tracy Road
Lawrenceburg, KY 40342
502-839-3484

BID: West Hickman Creek WWTP Aeration Blower Improvements
Page P-10 Qualifications Statement – Item 11 DBE Participation on Current Bonded Projects

Subcontractor	Project Type	DBE	Majority
J. L. Davis Electrical, Inc.	WTP	N	8.40%
McKinney Painting, Inc.	WTP	Y	5.40%
The Fence Company, LLC	WTP	Y	1.00%
JSC Electric, Inc.	WTP	N	8.96%
Richmond Mechanical, Inc.	WTP	N	1.03%
Wiglesworth Plumbing & Heating	WTP	N	0.83%
McKinney Painting, Inc.	WTP	Y	5.60%
Nationwide Fence Company, Inc.	WTP	N	0.18%
Hume Masonry, Inc.	WTP	N	0.54%
Cave City Contracting, Inc.	WTP	N	3.38%
Bedrock Contracting, Inc.	WTP	N	2.81%
Haydon Materials, In c.	WTP	N	1.65%
Overhead Door of Campbellsville	WTP	N	0.95%
Lykins Reinforcing, Inc.	WTP	N	1.11%
T.E.M. Electric Company, Inc.	WWTP	Y	6.13%
Richmond Mechanical, Inc.	WWTP	N	2.95%
McKinney Painting, Inc.	WWTP	Y	1.70%
Kentuckiana Building & Development	WWTP	N	4.29%
Brown Sprinkler Corporation	WWTP	N	1.13%
Ultraflote, LLC	WWTP	N	6.71%
JSC Electric, Inc.	WWTP	N	8.75%
Richmond Mechanical, Inc.	WWTP	N	1.23%
J. L. Davis Electrical, Inc.	WTP	N	10.23%
McKinney Painting, Inc.	WTP	Y	5.96%

AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Herrick Company, Inc.
2176 Waddy Road
Lawrenceburg, KY 40342

SURETY:

(Name, legal status and principal place of business)

United Fire & Casualty Company
PO Box 73909
Cedar Rapids, IA 52407-3909

OWNER:

(Name, legal status and address) Lexington-Fayette Urban County Government
200 East Main Street
Lexington, KY 40507

BOND AMOUNT: Five Percent of the Amount Bid

(\$ 5% of Bid)

PROJECT:

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

West Hickman WWTP Aeration Blower Improvements, Lexington, KY

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

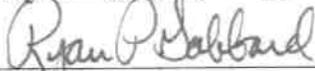
Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

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

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

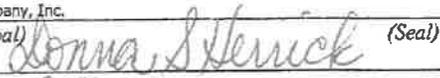
When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement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

Signed and sealed this 18th day of June 2019


(Witness)

Herrick Company, Inc.

(Principal)

 (Seal)

(Title) CEO
United Fire & Casualty Company

(Surety)


(Witness)

(Title) Leigh McCarty
Attorney-in-Fact

Int.

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UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA
 UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX
 FINANCIAL PACIFIC INSURANCE COMPANY, ROCKLIN, CA
 CERTIFIED COPY OF POWER OF ATTORNEY
 (original on file at Home Office of Company - See Certification)

Inquiries: Surety Department
 118 Second Ave SE
 Cedar Rapids, IA 52401

KNOW ALL PERSONS BY THESE PRESENTS, That United Fire & Casualty Company, a corporation duly organized and existing under the laws of the State of Iowa; United Fire & Indemnity Company, a corporation duly organized and existing under the laws of the State of Texas; and Financial Pacific Insurance Company, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint

JAMES T. SMITH, JAMES H. MARTIN, BROOK T. SMITH, RAYMOND M. HUNDLEY, DEBORAH NEICHTER, MICHELE LACROSSE, SUMMER BETTING, JASON CROMWELL, LEIGH MCCARTHY, EACH INDIVIDUALLY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$75,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted shall expire the 15th day of June, 2020 unless sooner revoked by United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted on May 15, 2013, by the Boards of Directors of United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

"Article VI - Surety Bonds and Undertakings"

Section 2, Appointment of Attorney-in-Fact. "The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set of forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 15th day of June, 2018



UNITED FIRE & CASUALTY COMPANY
 UNITED FIRE & INDEMNITY COMPANY
 FINANCIAL PACIFIC INSURANCE COMPANY

By: *Dennis J. Richman*
 Vice President

State of Iowa, County of Linn, ss:

On 15th day of June, 2018, before me personally came Dennis J. Richman to me known, who being by me duly sworn, did depose and say; that he resides in Cedar Rapids, State of Iowa; that he is a Vice President of United Fire & Casualty Company, a Vice President of United Fire & Indemnity Company, and a Vice President of Financial Pacific Insurance Company the corporations described in and which executed the above instrument; that he knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



Patti Waddell
 Notary Public
 My commission expires: 10/26/2019

I, Mary A. Bertsch, Assistant Secretary of United Fire & Casualty Company and Assistant Secretary of United Fire & Indemnity Company, and Assistant Secretary of Financial Pacific Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations this 18th day of June, 2019.



By: *Mary A. Bertsch*
 Assistant Secretary,
 UF&C & UF&I & FPIC

BPOA0045 122017

PART IV

GENERAL CONDITIONS

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15. Miscellaneous

- 15.1 Claims for Injury or Damage
- 15.2 Non-Discrimination in Employment
- 15.3 Temporary Street Closing or Blockage
- 15.4 Percentage of Work Performed by Prime CONTRACTOR
- 15.5 Clean-up
- 15.6 General
- 15.7 Debris Disposal

END OF SECTION

1.9 Contract Documents

The 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. Price Increase will only be allowed at Contract Renewal.

1.11 Contract Time

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

1.12 CONTRACTOR

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

1.13 Defective

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

1.14 Drawings

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

1.15 Effective Date of the Agreement

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

1.16 ENGINEER

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

1.17 Field Order

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

1.27 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, material man or vendor.

1.32 Underground Facilities

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

1.33 Unit Price Work

Not Applicable

1.34 Work

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

1.35 Time Period

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

basis for progress payments during construction. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work which will be confirmed in writing by CONTRACTOR at the time of submission.

2.7 Preconstruction Conference

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

2.8 Finalizing Schedules

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

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

3.1 General

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

3.2 Intent

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

3.5 Reuse of Documents

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

4. AVAILABILITY OF LANDS; PHYSICAL CONDITIONS, REFERENCE POINTS

4.1 Availability of Lands

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

4.2 Physical Conditions

4.2.1 Subsurface Conditions

CONTRACTOR shall have full responsibility with respect to subsurface conditions at the site.

4.2.2 Existing Structures

CONTRACTOR shall have full responsibility with respect to physical conditions in or relating to existing surface and subsurface structures.

4.3 Physical Conditions-Underground Facilities

4.3.1 Shown or Indicated

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

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

CONTRACTOR shall assure that all CONTRACTOR personnel (including subcontractors, etc.) conduct themselves in a courteous and respectful manner toward the ENGINEER and the general public. Failure to comply with this condition of the Contract will result in immediate suspension of the Work. Following a review by the Commissioner of Public Works, the Contract may be terminated (see GC section 14). CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences and procedures of construction, but CONTRACTOR shall not be responsible for the negligence of others in the design or selection of a specific means, method, technique, sequence or procedure of construction which is indicated in and required by the Contract Documents. CONTRACTOR shall be responsible to see that the finished Work complies accurately with the Contract Documents.

5.2 Superintendence

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

5.3 Labor

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

5.4 Start-Up and Completion of Work

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

5.5 Materials and Equipment

All materials and equipment shall be of good quality and new, except as otherwise provided in the Contract Documents. If required by ENGINEER, CONTRACTOR shall furnish satisfactory evidence (including reports of required tests) as to the kind and quality of materials and equipment. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance

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

5.7.2 Substitutes

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

5.7.3 OWNER/ENGINEER'S Approval

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

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

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

5.8.4 Division of Specifications

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

5.8.5 Agreement Between Contractor and Subcontractors

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

5.8.6 Statements and Comments by CONTRACTOR

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

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

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

5.12 Taxes

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

5.13 Use of Premises

5.13.1 Project Site

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

5.13.2 Clean Up

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

5.15.3 Review by CONTRACTOR

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

5.15.4 Notice of Variation

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

5.15.5 ENGINEER'S Approval

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

5.15.6 Responsibility for Errors and Omissions

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

prevention plan or erosion and sediment control plan and ensuring the following:

- a. That the Stormwater Pollution Prevention Plan (SWPPP) or erosion control plan is current and available for review on site;
 - b. That any and all stormwater inspection reports required by the permit are conducted by qualified personnel and are available for review onsite; and
 - c. That all best management practices (BMPs) are adequately maintained and effective at controlling erosion and preventing sediment from leaving the site.
- C. The CONTRACTOR shall provide the necessary equipment and personnel to perform any and all emergency measures that may be required to contain any spillage or leakage and to remove materials, soils or liquids that become contaminated. The collected spill material shall be properly disposed at the Contractor's expense.
- D. Upon completion of the work and with the concurrence of the OWNER, the CONTRACTOR must file a Notice of Termination (NOT) of Coverage Under the KPDES General Permit for Storm Water Discharges Associated with Construction Activity with the appropriate local and state authorities.
- E. Any fines or penalties resulting from the failure to comply with the terms of the state or local stormwater permits or perform necessary corrective action are solely the obligation of the CONTRACTOR.

6. OTHER WORK

6.1 Related Work at Site

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

6.2 Other Contractors or Utility Owners

CONTRACTOR shall afford each utility owner and other contractor who is a party to such a direct contract (or OWNER, if OWNER is performing the additional work with OWNER'S employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such work, and shall properly connect and coordinate the Work with theirs. CONTRACTOR shall do all cutting, fitting and patching of the Work that

7.5 Inspections, Tests and Approvals

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

7.6 Stop or Suspend Work

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

8. ENGINEER'S STATUS DURING CONSTRUCTION

8.1 OWNER'S Representative

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

8.2 Visits to Site

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

8.3 Project Representation

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

8.4 Clarifications and Interpretations

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

8.12 Limitations on Engineer's Responsibilities

8.12.1 CONTRACTOR, Supplier, or Surety

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

8.12.2 To Evaluate the Work

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

8.12.3 CONTRACTOR'S Means, Methods, Etc.

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

8.12.4 Acts of Omissions of CONTRACTOR

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

9. CHANGES IN THE WORK

9.1 OWNER May Order Change

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

10.2 Claim for Increase or Decrease in Price

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

10.3 Value of Work

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

10.3.1 Unit Prices

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

10.3.2 Lump Sum

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

10.3.3 Cost Plus Fee

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

10.4 Cost of the Work

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

10.4.1 Payroll Costs

Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the Work under schedules of job classifications agreed upon by OWNER and CONTRACTOR. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, workers' or

not consumed which remain the property of CONTRACTOR.

- 10.4.5.3 Rentals of all construction equipment and machinery and the parts thereof whether rented from CONTRACTOR or others in accordance with rental agreements approved by OWNER with the advice of ENGINEER, and the costs of transportation, loading, unloading, installation, dismantling and removal shall be in accordance with terms of said rental agreements. The rental of any such equipment, machinery or parts shall cease when the use thereof is no longer necessary for the Work.
- 10.4.5.4 Sales, consumer, use or similar taxes related to the Work, and for which CONTRACTOR is liable, imposed by Laws and Regulations.
- 10.4.5.5 Deposits lost for causes other than negligence of CONTRACTOR, any Subcontractor or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
- 10.4.5.6 Losses and damages (and related expenses), not compensated by insurance or otherwise, to the Work or otherwise sustained by CONTRACTOR in connection with the performance and furnishing of the Work (except losses and damages within the deductible amounts of property insurance established by OWNER), provided they have resulted from causes other than the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of OWNER. No such losses, damages and expenses shall be included in the Cost of the Work for the purpose of determining CONTRACTOR'S fee. If, however, any such loss or damage requires reconstruction and CONTRACTOR is placed in charge thereof, CONTRACTOR shall be paid a fee proportionate to that stated in paragraph 10.6.2 for services.
- 10.4.5.7 The cost of utilities, fuel and sanitary facilities at the site.
- 10.4.5.8 Minor expenses such as telegrams, long distance telephone calls, telephone service at the site, expressage and similar petty cash items in connection with the Work.

10.6 Contractor's Fee

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

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

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

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

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

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

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

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

10.7 Itemized Cost Breakdown

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

10.8 Cash Allowances

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

11. CHANGE OF CONTRACT TIME

11.1 Change Order

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

11.2 Justification for Time Extensions

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

11.3 Time Limits

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

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

12.1 Warranty and Guarantee

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

12.2 Access to Work

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

12.3.4 Covered Work

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

12.3.5 CONTRACTOR'S Obligation

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

12.4 OWNER May Stop the Work

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

12.5 Correction or Removal of Defective Work

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

12.6 One Year Correction Period

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

13. PAYMENTS TO CONTRACTOR AND COMPLETION

13.1 Schedule of Values

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

13.2 Application for Progress Payment

At least ten days before each progress payment is scheduled (but not more often than once a month), CONTRACTOR shall submit to ENGINEER for review an Application for Payment filled out and signed by CONTRACTOR covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice or other documentation warranting that OWNER has received the materials and equipment free and clear of all liens, charges, security interests and encumbrances (which are hereinafter in these General Conditions referred to as "Liens") and evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect OWNER'S interest therein, all of which will be satisfactory to OWNER. OWNER shall, within thirty (30) calendar days of presentation to him of an approved Application for Payment, pay CONTRACTOR the amount approved by ENGINEER.

13.2.1 Retainage (Not Applicable for this project)

Monthly progress payments shall be ninety (90) percent of the sum obtained by applying the respective bid unit prices to the approved estimated quantities of work completed by the Contractor during the preceding month. The remaining ten (10) percent will be held by the Owner, as retainage. At such time as the Engineer deems appropriate - based on the quality of work performed, progress of cleanup, and other pertinent factors - the rate of retainage, or the total amount retained, may be reduced; although, any reduction in retainage, below the ten (10) percent level, is made solely at the Engineer's discretion. All remaining retainage held will be included in the final payment to the Contractor.

13.3 CONTRACTOR'S Warranty of Title

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

13.6 Final Inspection

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

13.7 Final Application for Payment

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

13.8 Final Payment and Acceptance

13.8.1 ENGINEER'S Approval

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

14. SUSPENSION OF WORK AND TERMINATION

14.1 OWNER May Suspend Work

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

14.2 OWNER May Terminate

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

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

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

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

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

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

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

14.3 CONTRACTOR'S Services Terminated

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

14.4 Payment After Termination

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

14.5 CONTRACTOR May Stop Work or Terminate

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

15. MISCELLANEOUS

15.1 Claims for Injury or Damage

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

concerned public agencies. Specific details and restrictions on street closure or blockage are contained in the Special Conditions.

15.4 Percentage of Work Performed by prime CONTRACTOR

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

15.5 Clean-up

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

15.6 General

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

PART V
SPECIAL CONDITIONS
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2.0	STATE WAGE SCALE.....	SC-7

costs, expenses, interest, defense costs and reasonable attorney's fees that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, from or by CONTRACTOR's performance or breach of the agreement and/or the provision of goods or services provided that: (a) it is attributable to personal injury, bodily injury, sickness, or death, or to injury to or destruction of property (including the loss of use resulting therefrom), or to or from the negligent acts, errors or omissions or willful misconduct of the CONTRACTOR; and (b) not caused solely by the active negligence or willful misconduct of LFUCG.

3. In the event LFUCG is alleged to be liable based upon the above, CONTRACTOR shall defend such allegations and shall bear all costs, fees and expenses of such defense, including but not limited to, all reasonable attorneys' fees and expenses, court costs, and expert witness fees and expenses, using attorneys approved in writing by LFUCG, which approval shall not be unreasonably withheld.
4. These provisions shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this agreement.
5. LFUCG is a political subdivision of the Commonwealth of Kentucky. CONTRACTOR acknowledges and agrees that LFUCG is unable to provide indemnity or otherwise save, hold harmless, or defend the CONTRACTOR in any manner.
6. The Work and services performed hereunder involve a Consent Decree as further explained in of Item 11, of the specifications. The provisions of that provision are incorporated herein by reference as if expressly stated.

C. 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.

D. INSURANCE REQUIREMENTS

1. 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.

- f. The Policy shall include Umbrella/Excess Liability coverage in the amount of \$5 million per occurrence, \$5 million aggregate, unless it is deemed not to apply by LFUCG.
- g. 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.
- h. 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.

4. 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.

5. 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 LFUCG'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

6. 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.

BIDDER/CONTRACTOR for any such insurance premiums purchased, or suspending or terminating the work.

2.0 WAGE DETERMINATIONS

State and Federal Wage Determinations do not apply to this project.

END OF SECTION

PART VI

CONTRACT AGREEMENT

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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 **Herrick Company, Inc.**, doing business as (a corporation) located in the City of **Lawrenceburg**, County of **Anderson**, and State of **Kentucky**, hereinafter called "CONTRACTOR."

WITNESSETH: That the CONTRACTOR and the OWNER in consideration of **Ninety-Five Thousand Dollars and NO Cents (\$ 95,000.00)** quoted in the proposal by the CONTRACTOR, dated **June 21, 2019**, 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, oversight, labor, insurance, and other accessories and services necessary to complete the 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 DIVISION OF WATER QUALITY for the **WEST HICKMAN CREEK WASTEWATER TREATMENT PLANT AERATION BLOWER IMPROVEMENTS** project.

2. TIME OF COMPLETION

For the duration of the contract, the time period authorized by the OWNER for the proper execution of the Work by the Contract, in full, is hereby fixed as one hundred twenty (120) calendar days. The time shall begin ten (10) days after the CONTRACTOR is given the Notice to Proceed with the Work.

3. ISSUANCE OF WORK ORDERS

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

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, Supplemental General Conditions, 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. CONSENT DECREE REQUIREMENTS

9.1 OWNER, the United States Environmental Protection Agency, and the Commonwealth of Kentucky have entered into a Consent Decree in a case styled *United States, et al. v. Lexington-Fayette Urban County Government*, United States District Court for the Eastern District of Kentucky, Case No. 5:06-CV-00386 ("CONSENT DECREE"), that requires OWNER to complete numerous projects related to its sanitary sewer system and stormwater management program within specific periods of time.

9.2 TIME IS OF THE ESSENCE IN THE PERFORMANCE OF THIS AGREEMENT. CONTRACTOR is aware that the OWNER is subject to penalties for non-compliance with the CONSENT DECREE deadlines. The CONTRACTOR shall be specifically liable and responsible for payment of any and all penalties, fines, or fees assessed against or incurred by the OWNER as a result of any delay in, or non-performance of, any of the Contractor's obligations or responsibilities under this Contract, or for any other damages suffered by OWNER as a result of such delay or non-performance. This shall specifically include, but shall not be limited to, any penalty, fine, fee, or assessment against the OWNER by the U.S. Department of Justice, U.S. Environmental Protection Agency, and/or the Kentucky Energy and Environment Cabinet related to the Consent Decree.

9.3 The provisions of this Section and the various rates of compensation for Contractor's services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the PROJECT through completion.

9.4 If delays result by reason of acts of the OWNER or approving agencies, which are beyond the control of the CONTRACTOR, an extension of time for such delay will be considered. If delays occur, the CONTRACTOR shall immediately notify the OWNER, and within five (5) business days from the date of the delay apply in writing to the OWNER for an extension of time for such reasonable period as may be mutually agreed upon between the parties, and if approved, the PROJECT schedule shall be revised to reflect the extension. Such extension of time to the completion date shall in no way be construed to operate as a waiver on the part of the OWNER of any of its rights in the Agreement. Section 9.6 of this Agreement (Disputes) shall apply in the event the parties cannot agree upon an extension of time.

In the event that the overall delay resulting from the above-described causes is sufficient to prevent complete performance of the Agreement within six (6) months of the time specified herein, the fees to be paid to CONTRACTOR shall be subject to adjustment as agreed upon by the parties. Section 9.6 of this Agreement shall apply in the event the parties cannot agree upon an adjustment of fee.

9.5 If delays result solely by reason of acts of the CONTRACTOR, the CONTRACTOR shall be held liable for any financial penalties incurred by the OWNER as a result of the delay, including but not limited to those assessed pursuant to the CONSENT DECREE as provided in Section 9.2, above. Section 9.6 of this Agreement (Disputes), shall apply in the event the parties cannot mutually agree upon the cause(s) associated with delays in completing project deliverables. The CONTRACTOR must immediately notify the OWNER in the event of such delay, and provide the OWNER a written action plan within five (5) business days on how it will attempt to resolve the delay.

9.6 DISPUTES

Except as otherwise provided in this Agreement, any dispute hereunder may be resolved by agreement of the OWNER's Agent (Charles H. Martin, P.E., Director of Water Quality) and the CONTRACTOR. In the absence of such an agreement, the dispute shall be submitted to the OWNER's Commissioner, Department of Environmental Quality and Public Works, whose decision shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith. Pending a final decision of a dispute hereunder, the CONTRACTOR shall proceed diligently with the performance of the Agreement in accordance with the directions of the OWNER.

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

SPECIFICATIONS

SECTION NO.	TITLE	PAGES
I	Advertisement for Bids	AB-1 thru AB-6
II	Information for Bidders	IB-1 thru IB-9
III	Form of Proposal	P-1 thru P-46
IV	General Conditions	GC-1 thru GC-48
V	Special Conditions	SC-1 thru SC-5
VI	Contract Agreement	CA-1 thru CA-6
VII	LFUCG Technical Specifications	TS-1 thru TS-23
IX	Addenda	AD-1 thru AD-3

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:

[Signature]
Clerk of the Urban County Council

BY: Rinda Gorton
MAYOR

[Signature]
(Witness)

Mayor
(Title)

HERRICK COMPANY, Inc.
(Contractor)

(Seal)

[Signature]
(Secretary)*

BY: Donna S Herrick

[Signature]
(Witness)

CEO
(Title)

2176 Waddy Road, Lawrenceburg KY 40342
(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.

END OF SECTION

PART VII

PERFORMANCE AND PAYMENT BONDS

1. PERFORMANCE BOND
2. PAYMENT BOND

PART VII

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that

Herrick Company, Inc.
(Name of CONTRACTOR)

2176 Waddy Road, Lawrenceburg, KY 40342
(Address of CONTRACTOR)

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

called Principal, and

United Fire & Casualty Company
(Name of Surety)

118 Second Avenue SE, Cedar Rapids, IA 52401
(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 Ninety Five Thousand and No/100
Dollars, (\$ 95,000.00), for 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 **WEST HICKMAN CREEK WASTEWATER TREATMENT PLANT AERATION BLOWER IMPROVEMENTS** in accordance with drawings and specifications prepared by: **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT DIVISION OF WATER QUALITY** 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 three (3) counterparts each one of which shall be

deemed an original, this the 9th day of July, 2019.

ATTEST:

[Signature]
(Principal) Secretary

Herrick Company, Inc.
Principal

BY: Donna S Herrick (S)

2176 Waddy Road
(Address)
Lawrenceburg, KY 40342

[Signature]
Witness as to Principal

2176 Waddy Road
(Address)
Lawrenceburg, KY 40342

ATTEST:

(Surety) Secretary

United Fire & Casualty Company
Surety
BY: Leigh McCarthy
Leigh McCarthy, Attorney-in-Fact
118 Second Avenue SE
(Address)
Cedar Rapids, IA 52401

(SEAL)

[Signature]
Witness as to Surety Barbara Duncan
2307 River Road, Suite 200
(Address)
Louisville, KY 40206

TITLE: _____
Surety

BY: _____

TITLE: Underwriting Assistant

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

PART VII

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENT: that

Herrick Company, Inc.

(Name of Contractor)

2176 Waddy Road, Lawrenceburg, KY 40342

(Address of Contractor)

a _____, hereinafter

Corporation

(Corporation, Partnership or Individual)

called Principal, and

United Fire & Casualty Company

(Name of Surety)

118 Second Avenue SE, Cedar Rapids, IA 52401

(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 Ninety Five Thousand and No/100 Dollars (\$ 95,000.00) 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 **WEST HICKMAN CREEK WASTEWATER TREATMENT PLANT AERATION BLOWER IMPROVEMENTS** in accordance with drawings and specifications prepared by: **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT DIVISION OF WATER QUALITY** 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 three (3) counterparts,
each one of _____
(number)

which shall be deemed an original, this the 9th day of July, 2019.

ATTEST:



(Principal) Secretary

Herrick Company, Inc.

(Principal)

(SEAL)



(Witness to Principal)

BY: Donna S Herrick (s)

2176 Waddy Road

(Address)
Lawrenceburg, KY 40342

2176 Waddy Road

(Address)
Lawrenceburg, KY 40342

United Fire & Casualty Company

(Surety)

ATTEST:

BY: Leigh McCarthy

Leigh McCarthy, (Attorney-in-Fact)

(Surety) Secretary

(SEAL) 

Witness as to Surety Barbara Duncan
2307 River Road, Suite 200

(Address)
Louisville, KY 40206

118 Second Avenue SE

(Address)
Cedar Rapids, IA 52401

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

END OF SECTION



UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA
 UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX
 FINANCIAL PACIFIC INSURANCE COMPANY, ROCKLIN, CA
 CERTIFIED COPY OF POWER OF ATTORNEY
 (original on file at Home Office of Company – See Certification)

Inquiries: Surety Department
 118 Second Ave SE
 Cedar Rapids, IA 52401

KNOW ALL PERSONS BY THESE PRESENTS, That United Fire & Casualty Company, a corporation duly organized and existing under the laws of the State of Iowa; United Fire & Indemnity Company, a corporation duly organized and existing under the laws of the State of Texas; and Financial Pacific Insurance Company, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint

JAMES T. SMITH, JAMES H. MARTIN, BROOK T. SMITH, RAYMOND M. HUNDLEY, DEBORAH NEICHTER, MICHELE LACROSSE, SUMMER BETTING, JASON CROMWELL, LEIGH MCCARTHY, EACH INDIVIDUALLY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$75,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted shall expire the 15th day of June, 2020 unless sooner revoked by United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted on May 15, 2013, by the Boards of Directors of United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

“Article VI – Surety Bonds and Undertakings”

Section 2, Appointment of Attorney-in-Fact. “The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 15th day of June, 2018



UNITED FIRE & CASUALTY COMPANY
 UNITED FIRE & INDEMNITY COMPANY
 FINANCIAL PACIFIC INSURANCE COMPANY

By: *Dennis J. Richmann*
 Vice President

State of Iowa, County of Linn, ss:

On 15th day of June, 2018, before me personally came Dennis J. Richmann to me known, who being by me duly sworn, did depose and say; that he resides in Cedar Rapids, State of Iowa; that he is a Vice President of United Fire & Casualty Company, a Vice President of United Fire & Indemnity Company, and a Vice President of Financial Pacific Insurance Company the corporations described in and which executed the above instrument; that he knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



Patti Waddell
 Notary Public
 My commission expires: 10/26/2019

I, Mary A. Bertsch, Assistant Secretary of United Fire & Casualty Company and Assistant Secretary of United Fire & Indemnity Company, and Assistant Secretary of Financial Pacific Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations this 9th day of July, 2019.



By: *Mary A. Bertsch*
 Assistant Secretary,
 UF&C & UF&I & FPIC

SPECIFICATIONS

SECTION 01 11 00
SUMMARY OF WORK

PART 1—GENERAL

1.01 DIVISION ONE

- A. The requirements of Division 01 apply to all sections of the Contract(s).

1.02 PROJECT SCOPE

- A. CONTRACTOR shall provide all items, articles, materials, operations or methods mentioned or scheduled on the Drawings or herein specified: including all labor, supervision, equipment, incidentals, taxes, and permits necessary to complete the Work as described within the Contract Documents. CONTRACTOR shall install all items provided by OWNER as mentioned or scheduled on the Drawings or herein specified.

1.03 CONTRACT DOCUMENTS—INTENT AND USE

A. Intent of Documents:

1. Singular notations and specifications shall be considered plural where application is reasonably inferred.
2. Mention or indication of extent of work under any division or Specification section is done only for convenience of CONTRACTOR and shall not be construed as describing all work required under that division or section.
3. Some individual sections may contain a list of related sections. The list of related sections in individual sections is provided for the convenience of CONTRACTOR and is not necessarily all-inclusive. CONTRACTOR may not rely upon this listing for determination of scope of work. Other sections of the Specifications not referenced in individual sections shall apply as required for proper performance of the Work.
4. Command type sentences may be used in the Contract Documents. These sentences refer to and are directed to CONTRACTOR.
5. Symbols for various elements and systems are shown on the Drawings. Should there be any doubt regarding the meaning or intent of the symbols used, a written interpretation shall be obtained from ENGINEER.

B. Use of Documents:

1. CONTRACTOR shall examine all Specifications and Drawings for the Work, including those that may pertain to Work CONTRACTOR does not normally perform with its own forces.
2. CONTRACTOR shall use all of the Project Drawings and Specifications:
 - a. For a complete understanding of the Project.
 - b. To determine the type of construction and systems required.
 - c. For coordination with other contractors.
 - d. To determine what other work may be involved in various parts or phases.
 - e. To anticipate and notify others when work by others will be required.
 - f. And all other relevant matters related to the project.
3. CONTRACTOR is also bound by all requirements of the Contract Documents which are applicable to, pertain to, or affect its Work as may be shown or inferred by the entire set of Project Drawings and Specifications.

- C. Construction Sequence: CONTRACTOR shall develop construction sequence for approval by OWNER, prior to initiating Work. The general construction sequence shall allow the Work to be completed while maintaining treatment of the wastewater treatment plant. CONTRACTOR shall be responsible for implementing any additional details required, including temporary piping, bypass pumping, or temporary construction at no additional cost to OWNER.

1.05 CONTRACTOR USE OF SITE

A. General:

1. The "area of the site" referred to in these Specifications shall be as shown on the Drawings. If the "area of the site" is not shown, OWNER's property lines, the Project right-of-way and/or any easements obtained for the Project shall be considered the "area of the site."
2. Construction activities shall be confined within the "area of the site" limits.
3. From the start of work to completion CONTRACTOR is responsible for the care of the site and the premises which are affected by operations of Work of this Contract.
4. Except for permanent site improvements provided under the Contract, CONTRACTOR shall restore property disturbed during the Work, to the conditions which previously existed.
5. Work in occupied spaces shall be restricted to specified Work and essential activities, such as making necessary connections and extending services or constructing temporary access ways. Such work shall be scheduled in advance with OWNER.

B. Parking and Deliveries:

1. CONTRACTOR is responsible for control of traffic by vehicles and persons within the limits of its operations.
2. Parking for employees, subcontractors, and agents of CONTRACTOR shall be in areas subject to approval of OWNER.
3. Access to the site for delivery of construction material or equipment shall be subject to approval of OWNER.

1.06 EXISTING SERVICES, OVERHEAD UTILITIES, AND UNDERGROUND FACILITIES INCLUDING STRUCTURES

- A. Interruption of existing services and systems including heating, ventilating, air conditioning, water, sanitary, lighting and power, signal and security will not be permitted unless specifically indicated otherwise. Provide temporary facilities to maintain services.
- B. If deemed necessary by OWNER, such work shall be accomplished after OWNER's normal office hours.
- C. Work shall not commence until all labor, materials, and equipment are available so Work can continue without interruption or delay.
- D. Should uncharted or incorrectly charted services or Underground Facilities be encountered during installation, notify OWNER and consult with utility owner immediately.
- E. Cooperate with OWNER and utility companies in keeping respective services and Underground Facilities in operation and repair any damage.

- O. Whenever ENGINEER feels it is necessary to explore and excavate to determine the location of existing services and Underground Facilities, CONTRACTOR shall make explorations and excavations for such purposes. If CONTRACTOR is required to perform additional Work in making the explorations and excavations, extra compensation will be allowed as provided for in the General Conditions.

1.07 PROTECTION OF WORK AND IMPROVEMENTS

- A. CONTRACTOR shall protect the property of OWNER, existing improvements, and the Work installed by CONTRACTOR and others from abuse, damage, dust, debris, and other objectionable materials resulting from construction activities.
- B. CONTRACTOR shall provide suitable covers, partitions, or other dust and fume containment devices to suit construction operations.
- C. CONTRACTOR shall keep property, existing improvements, and the Work including structures, mains, fittings, and accessories free from dirt and foreign matter at all times.
- D. CONTRACTOR shall provide temporary plugging of openings, holes, and pipe ends that are existing or that CONTRACTOR has installed.
- E. Property, improvements, and Work damaged by CONTRACTOR shall be repaired or replaced by CONTRACTOR to the satisfaction of OWNER.

1.08 OWNER-FURNISHED PRODUCTS

- A. OWNER is responsible for the following items when supplying material or equipment to CONTRACTOR for installation.
 - 1. Arrange for delivery of shop drawings, product data, samples, manufacturer's instructions, and certificates to CONTRACTOR.
 - 2. Deliver supplier's bill of material to CONTRACTOR.
 - 3. Arrange and pay for delivery to site.
 - 4. Inspect deliveries jointly with CONTRACTOR.
 - 5. Submit claims for transportation damage and arrange for replacement of damaged, defective, or missing items.
- B. CONTRACTOR's responsibilities for OWNER-furnished products are:
 - 1. Inspect deliveries jointly with OWNER and record shortage and damaged or defective items. Any materials and equipment furnished by OWNER and found to be defective shall be clearly marked and set aside to be removed by OWNER. Any materials and equipment furnished by OWNER and installed by CONTRACTOR without discovery of such defects will be replaced with sound materials and equipment by OWNER. CONTRACTOR, however, shall at its own expense furnish all equipment, labor, and facilities necessary to remove the defective materials and equipment and install the sound materials and equipment.
 - 2. Handle products at the site, including uncrating and installation.
 - 3. Assemble, install, correct, adjust, and finish products in accordance with the appropriate technical section of these specifications.
 - 4. Repair or replace items damaged by CONTRACTOR at no additional cost to OWNER.
 - 5. CONTRACTOR's responsibility for materials and equipment furnished by OWNER shall begin at the point of delivery to CONTRACTOR. Materials and equipment already on

SECTION 01 29 00

CONTRACT CONSIDERATIONS

PART 1-GENERAL

1.01 SUMMARY

- A. Work Included:
 - 1. Inspection and Testing Allowances.
 - 2. Measurement and Payment-Lump Sum

1.02 INSPECTION AND TESTING ALLOWANCES

- A. Costs Included in Inspection and Testing Allowances: Cost of engaging an inspection or testing firm; execution of inspection and tests; and reporting results.
- B. Costs not to be included in Inspection and Testing Allowances but to be included in the Contract Price:
 - 1. Costs of incidental labor and facilities required to assist inspection or testing firm.
 - 2. Costs of testing laboratory services used by CONTRACTOR separate from Contract Document requirements.
 - 3. Costs of retesting upon failure of previous tests.
 - 4. Costs of tests specified to be provided by CONTRACTOR.
- C. Payment Procedures: Submit one copy of the inspection or testing firm's invoice with next application for payment.
- D. Refer to technical sections of specifications for required testing and any associated allowances.

1.03 MEASUREMENT AND PAYMENT-LUMP SUM

- A. Payment for Lump Sum projects will be based on the accepted schedule of values for the project.
- B. An acceptable schedule of values will include the following features:
 - 1. Schedule shall list the installed value of the component parts of the work in sufficient detail to serve as a basis for computing values for progress payments during construction. Schedule shall be subdivided as necessary by specification section and work area.
 - 2. Identify each line item with the number and title of the respective Specification Section.
 - 3. For each major line item list sub-values of major products or operations under the item.
 - 4. For the various portions of the work:
 - a. Each item shall include a directly proportional amount of CONTRACTOR's overhead and profit.
 - b. For items on which progress payments will be requested for stored materials, break down the value into:
 - (1) The cost of the materials, delivered and unloaded, with taxes paid. Paid invoices are required for materials upon request by ENGINEER.
 - (2) The total installed value.

SECTION 01 31 00

COORDINATION, FIELD ENGINEERING, AND MEETINGS

PART 1—GENERAL

1.01 SUMMARY

- A. Work Included:
 - 1. Coordination.
 - 2. Field engineering.
 - 3. Progress meetings.

1.02 COORDINATION

- A. CONTRACTOR shall coordinate scheduling, submittals, and work of the various sections of the work to provide an efficient and orderly sequence of installation of interdependent construction elements, with provisions for accommodating items installed later. See Section 01 11 00—Summary of Work for specific construction sequence.
- B. CONTRACTOR shall verify utility requirements and characteristics of operating equipment are compatible with building utilities and coordinate Work of various sections having interdependent responsibilities for installing, connecting to, and placing in service such equipment.
- C. CONTRACTOR shall coordinate space requirements and installation of mechanical and electrical work which are indicated diagrammatically on the Drawings and shall follow routing shown for pipes, ducts, and conduit as closely as practicable; place runs parallel with line of building. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.
- D. In finished areas, except as otherwise indicated, CONTRACTOR shall conceal pipes, ducts, and wiring within the construction and coordinate locations of fixtures and outlets with finish elements.
- E. CONTRACTOR shall coordinate completion and cleanup of Work of separate sections in preparation for substantial completion and for portions of Work designated for OWNER's occupancy.
- F. After OWNER occupancy of premises, CONTRACTOR shall coordinate access to Site for correction of defective Work and Work not in accordance with Contract Documents to minimize disruption of OWNER's activities.

1.03 FIELD ENGINEERING

- A. CONTRACTOR shall provide field engineering services as required to establish elevations, lines, and levels utilizing recognized engineering survey practices.
- B. CONTRACTOR shall be responsible for all lines, elevations, and measurements of buildings, structures, piping, utilities, and other work executed by CONTRACTOR under the Contract. CONTRACTOR must exercise proper precaution to verify figures before laying out the Work

SECTION 01 33 00

SUBMITTALS

PART 1-GENERAL

1.01 SUMMARY

- A. Work Included:
1. Whenever possible throughout the Contract Documents, the minimum acceptable quality of workmanship and materials has been defined either by manufacturer's name and catalog number or by reference to recognized industry standards.
 2. To facilitate CONTRACTOR's understanding of the design intent, procedures have been established for advance submittal of design data and for its review or rejection by ENGINEER.
 3. The type of submittal requirements specified in this section include construction progress schedule, submittal schedule, shop drawings, product data, samples, maintenance manuals, and other miscellaneous work related submittals.
- B. Related work described elsewhere: More detailed requirements for submittals are described in other sections of these specifications for some materials and equipment. They are to be considered additional requirements to supplement the requirements specified in this section. Submittals shall conform to Article 7 of the General Conditions.
- C. Definitions: "Electronic Submittal" is defined as any submittal transmitted electronically to ENGINEER for review.

1.02 IDENTIFICATION OF SUBMITTALS

- A. CONTRACTOR shall completely identify each submittal and resubmittal by showing at least the following information:
1. Name and address of submitter, plus name and telephone number of the individual who may be contacted for further information.
 2. Name and location of project and identification number.
 3. Drawing number and specifications section number to which the submittal applies.
 4. Include the date of each submittal or resubmittal.

1.03 GROUPING OF SUBMITTALS

- A. Unless otherwise specifically permitted by ENGINEER, CONTRACTOR shall make all submittals in groups containing all associated items so that information is available for checking each item when it is received.
- B. Partial submittals may be rejected as not complying with the provisions of the Contract Documents.

1.04 TIMING OF SUBMITTALS

- A. CONTRACTOR shall make all submittals far enough in advance of scheduled dates of installation to provide required time for reviews, for securing necessary approval, for possible revision and resubmittal, and for placing orders and securing delivery.

Noted-Resubmit," two corrected copies will be returned to CONTRACTOR for use in resubmittal. If CONTRACTOR desires more than three approved copies, submitted quantity shall be increased accordingly.

- F. Hard copy shop drawings shall be submitted in 3-ring binders or 3-tab report covers.
- G. Shop drawings submitted to ENGINEER will be reviewed and stamped "Approved," "Approved as Noted," "Approved as Noted-Resubmit," or "Not Approved." CONTRACTOR shall resubmit the above number of corrected shop drawings for all shop drawings stamped "Approved as Noted-Resubmit" and "Not Approved" and will continue this process until shop drawings are stamped "Approved" or "Approved as Noted." If drawings are stamped "Approved as Noted-Resubmit," fabrication may proceed in accordance with the marked-up shop drawings. Installation shall not proceed until shop drawings have been resubmitted and stamped "Approved" or "Approved as Noted."
- H. If shop drawings are stamped "Approved as Noted" or "Approved as Noted-Resubmit" and CONTRACTOR does not agree with revisions or cannot conform with revisions, fabrication shall not proceed and shop drawings shall be resubmitted with explanation of CONTRACTOR's position.
- I. All shop drawings used for construction site activities shall bear the "Approved" or "Approved as Noted" stamp of ENGINEER.
- J. Arrangements may be made between CONTRACTOR and ENGINEER to provide additional copies of "Approved" shop drawings for field activity purposes.
- K. Shop drawings shall include verification that the item meets applicable codes and standards.

1.07 PRODUCT DATA

- A. CONTRACTOR shall provide product data as required to supplement shop drawings.
- B. Product data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by CONTRACTOR to illustrate a material, product, or system for some portion of the work.
- C. CONTRACTOR shall collect required product data into one submittal for each unit of work or system.
- D. CONTRACTOR shall include manufacturer's standard printed recommendations for application and use, compliance with standards, performance characteristics, wiring and piping diagrams and controls, component parts, finishes, dimensions, required clearances, and other special coordination requirements.
- E. CONTRACTOR shall mark each copy of standard printed data to identify pertinent products, models, options, and other data.
- F. CONTRACTOR shall supplement manufacturer's standard data to provide information unique to the work.

1.08 RESUBMISSION REQUIREMENTS

- A. Make any corrections or changes in the submittals required by ENGINEER.

SECTION 01 41 00
REGULATORY REQUIREMENTS

PART 1-GENERAL

1.01 SUMMARY

- A. Work Included:
1. OSHA requirements.
 2. Roadway Limits.
 3. Wage rates.

1.02 OSHA REQUIREMENTS

- A. All work including site safety, equipment, materials, and fabricated items provided under the Contract shall comply with the provisions of the "Occupational Safety and Health Act" (OSHA), the Kentucky Occupational Safety and Health Act (KYOSH), the Lexington-Fayette Urban County Government and all other applicable federal, state, county and local laws, ordinances, codes, the requirements set forth herein, and any regulations that may be specified in other parts of these Contract Documents. Where any of these are in conflict, the more stringent requirements shall be followed.
- B. The CONTRACTOR's failure to thoroughly familiarize itself with the aforementioned safety provisions shall not relieve CONTRACTOR from compliance with the obligations and penalties set forth therein.

1.03 ROADWAY LIMITS

- A. CONTRACTOR shall comply with roadway weight restrictions including seasonal weight restrictions.

1.04 WAGE RATES

- A. A state wage rate determination is not a requirement of this project.
- B. A federal wage rate determination is not a requirement of this project.

PART 2-PRODUCTS

NOT APPLICABLE

PART 3-EXECUTION

NOT APPLICABLE

END OF SECTION

generally recognized to be also most costly) is intended and will be enforced, unless more detailed language written directly into Contract Documents clearly indicates that a less stringent requirement is acceptable.

2. Refer all uncertainties to ENGINEER for decision before proceeding.

1.03 REFERENCE STANDARDS

- A. Applicable standards of the construction industry are made a part of the Contract Documents by reference as if copied directly into the Contract Documents, or as if published copies were bound herewith. See Article 3.02 of the General Conditions for additional provisions regarding references.
- B. Standards referenced directly in the Contract Documents or by governing regulation, have precedence over nonreferenced standards which are recognized in industry for applicability to the Work.
- C. Nonreference standards are hereby defined to have no particular applicability to the work except as a general measurement of whether the Work complies with standards recognized in the construction industry.
- D. Reference standards and codes listed in these specifications may include, but are not necessarily limited to, standards or codes published by the following agencies and organizations:

1. AA Aluminum Association
1525 Wilson Boulevard, Arlington, VA 22209
2. AAMA American Architectural Manufacturer's Association
1827 Walden Office Square Suite 550, Schaumburg, IL 60173-4268
3. AASHTO American Association of State Highway & Transportation Officials
444 North Capitol Street NW Suite 249, Washington, DC 20001
4. ACI American Concrete Institute
38800 Country Club Drive, Farmington Hills, MI 48331-3439
5. AI Asphalt Institute
2696 Research Park Drive, Lexington, KY 40511-8480
6. AISC American Institute of Steel Construction
One East Wacker Drive Suite 700, Chicago, IL 60601-1802
7. AISI American Iron and Steel Institute
25 Massachusetts Avenue NW Suite 800, Washington, DC 20001
8. ANSI American National Standards Institute
25 West 43rd Street, New York, NY 10036
9. APA American Plywood Association
7011 South 19th, Tacoma, WA 98466-5333

26. GA Gypsum Association
6525 Belcrest Road Suite 480, Hyattsville, MD 20782
27. GANA Glass Association of North America
800 SW Jackson Street Suite 1500, Topeka, KS 66612-1200
28. ICC International Code Council
500 New Jersey Avenue NW 6th Floor, Washington, DC 20001
29. IES Illuminating Engineering Society
120 Wall Street, Floor 17, New York, NY 10005-4001
30. MIL Military Specifications
Naval Publications and Forms Center
5801 Tabor Avenue, Philadelphia, PA 19120
31. NAAMM National Association of Architectural Metal Manufacturers
800 Roosevelt Road Building C Suite 312, Glen Ellyn, IL 60137
32. NCMA National Concrete Masonry Association
13750 Sunrise Valley Drive, Herndon, VA 20171-4662
33. NECA NECA
National Electrical Contractors Association
3 Bethesda Metro Center Suite 1100, Bethesda, MD 20814
34. NEMA National Electrical Manufacturers Association
1300 North 17th Street Suite 1752, Rosslyn, VA 22209
35. NFPA National Fire Protection Association
1 Batterymarch Park, Quincy, MA 02169-7471
36. NIST National Institute of Standards and Technology
(U.S. Department of Commerce), 100 Bureau Drive, Stop 1070
Gaithersburg, MD 20899-1070
37. NRCA National Roofing Contractors Association
10255 West Higgins Road Suite 600, Rosemont, IL 60018-5607
38. NSF National Sanitation Foundation International
P.O. Box 130140, 789 North Dixboro Road, Ann Arbor, MI 48113-0140
39. OSHA Occupational Safety & Health Administration
200 Constitution Avenue NW, Washington, DC 20210
40. PCA Portland Cement Association
5420 Old Orchard Road, Skokie, IL 60077
41. PCI Prestressed Concrete Institute
200 West Adams Street Suite 2100, Chicago, IL 60606

2. In no case will "approval" by ENGINEER be interpreted as a release of CONTRACTOR from responsibility to fulfill requirements of the Contract Documents.
- C. Minimum Requirements:
1. Indicated requirements are for a specific minimum acceptable level of quality or quantity, as recognized in the industry.
 2. Actual work must comply with (or within specified tolerances) or exceed minimums.
 3. CONTRACTOR shall refer uncertainties to ENGINEER before proceeding.
- D. Abbreviations: Abbreviations, where not defined in the Contract Documents, will be interpreted to mean the normal construction industry terminology.

PART 2-PRODUCTS

NOT APPLICABLE

PART 3-EXECUTION

NOT APPLICABLE

END OF SECTION

- B. CONTRACTOR shall submit qualifications of observer to ENGINEER 30 days in advance of required observations.
- C. CONTRACTOR shall report observations and site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturers' written instructions.
- D. CONTRACTOR shall submit report in duplicate within 30 days of observation to ENGINEER for information.

PART 2-PRODUCTS

NOT APPLICABLE

PART 3-EXECUTION

NOT APPLICABLE

END OF SECTION

necessary. Fire extinguishers shall be minimum dry chemical, nonfreezing-type, UL rating 2A-30BC, with 10-pound capacity for Class A, B, and C fires.

1.03 TEMPORARY SUPPORT FACILITIES

- A. CONTRACTOR shall provide whatever facilities and services which may be needed to properly support primary construction process and meet compliance requirements and governing regulations.
- B. CONTRACTOR shall not use permanent facilities except as otherwise indicated, unless authorized by OWNER.

1.04 REMOVAL OF TEMPORARY FACILITIES

- A. Remove temporary materials, equipment, services, and construction as soon as practicable but no later than just prior to final completion inspection.
- B. Clean and repair damage caused by installation or use of temporary facilities and restore existing facilities used during construction to specified, or to original, condition.
- C. Minor temporary facilities which interfere with OWNER's operations shall be removed at the end of each Work period.

PART 2-PRODUCTS

NOT APPLICABLE

PART 3-EXECUTION

NOT APPLICABLE

END OF SECTION

2.04 CONTRACTOR FACILITIES

- A. CONTRACTOR shall provide facilities to meet CONTRACTOR's needs.

2.05 STORAGE AREAS AND SHEDS

- A. Provide storage areas and sheds of size to meet storage requirements for products of individual sections, allowing for access and orderly provision for maintenance and for observation of products to meet requirements of Section 01 60 00—Materials and Equipment.

PART 3—EXECUTION

3.01 PREPARATION

- A. CONTRACTOR shall fill and grade sites for temporary structures to provide drainage away from buildings.

3.02 MAINTENANCE AND CLEANING

- A. CONTRACTOR shall maintain approach walks free of mud, water, and snow.

3.03 REMOVAL

- A. Upon final acceptance and completion of the Work, CONTRACTOR shall remove storage areas and debris and shall restore areas.

END OF SECTION

SECTION 01 60 00

MATERIALS AND EQUIPMENT

PART 1-GENERAL

1.01 SUMMARY

- A. Work Included: CONTRACTOR shall be responsible for the delivery, handling, storage and protection of all material and equipment required to complete the Work as specified herein.
- B. Related Sections and Divisions: Specific requirements for the handling and storage of material and equipment are described in other sections of these Specifications.

1.02 PRODUCTS

- A. Components required to be supplied in quantity within a Specification section shall be the same, and shall be interchangeable.
- B. CONTRACTOR shall not use materials and equipment removed from existing construction, except as specifically required, or allowed, by the Contract Documents.
- C. When any construction deviations from the Drawings and/or Specifications necessary to accommodate equipment supplied by CONTRACTOR, result in additional costs to CONTRACTOR or other contractors, such additional costs shall be borne by CONTRACTOR. CONTRACTOR shall also pay any additional costs necessary for revisions of Drawings and/or Specifications by ENGINEER.
- D. Each major component of equipment shall bear a nameplate giving the name and address of the manufacturer and the catalogue number or designation.

1.03 TRANSPORTATION AND HANDLING

- A. Materials, products and equipment shall be properly containerized, packaged, boxed, and protected to prevent damage during transportation and handling.
- B. CONTRACTOR shall not overload any portion of the structure in the transporting or storage of materials.
- C. CONTRACTOR shall not damage other construction by careless transportation, handling, spillage, staining or impact of materials.
- D. CONTRACTOR shall provide equipment and personnel to handle products, including those provided by OWNER, by methods to prevent soiling and damage.
- E. CONTRACTOR shall provide additional protection during handling to prevent marring and otherwise damaging products, packaging, and surrounding surfaces.
- F. CONTRACTOR shall handle product by methods to avoid bending or overstressing. Lift large and heavy components only at designated lift points.

5. Completely cover and protect any equipment or material which is prime coated or finish painted with secured plastic or cloth tarps. Store out of reach of dirt, water, mud and splashing.
6. Store loose granular materials on clean, solid surfaces such as pavement, or on rigid sheet materials, to prevent mixing with foreign matter.
7. Provide surface drainage to prevent erosion and ponding of water.
8. Prevent mixing of refuse or chemically injurious materials or liquids.
9. Cover aggregates such as sand and gravel in cold wet weather.
10. Remove all traces of piled bulk materials at completion of work and return site to original or indicated condition.

1.06 MAINTENANCE OF STORAGE

- A. CONTRACTOR shall periodically inspect stored products on a scheduled basis.
- B. CONTRACTOR shall verify that storage facilities comply with manufacturer's product storage requirements, and verify that manufacturer required environmental conditions are maintained continually.
- C. CONTRACTOR shall verify that surfaces of products exposed to the elements are not adversely affected and that any weathering of finishes is acceptable under requirements of Contract Documents.
- D. CONTRACTOR shall perform scheduled maintenance of equipment in storage as recommended by the manufacturer. A record of the maintenance shall be kept and turned over to ENGINEER when the equipment is installed.

1.07 INSTALLATION REQUIREMENTS

- A. Manufactured articles, materials, and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned as directed by the respective manufacturers, unless otherwise specified.
- B. After installation, CONTRACTOR shall protect all materials and equipment against weather, dust, moisture, and mechanical damage.
- C. CONTRACTOR shall be responsible for all damages that occur in connection with the care and protection of all materials and equipment until completion and final acceptance of the Work by OWNER. Damaged material and equipment shall be immediately removed from the Site.

1.08 EQUIPMENT WARRANTIES

- A. Warranties shall be nonprorated, include all parts and labor, and be in written form. Warranties shall specifically exclude buyer's indemnification language. Warranty language shall not eliminate manufacturer's responsibility for sizing of the equipment. During warranty period, manufacturer shall be responsible for any travel expenses, outside contractor fees, and rental equipment fees associated with providing warranty service. Manufacturer shall pay expenses incurred for repairs and parts replacement not made by manufacturer if manufacturer's response is not within 72 hours of notification by OWNER. Warranty language shall be provided with the shop drawings.

SECTION 01 73 29

CUTTING, PATCHING, AND ALTERATIONS

PART 1-GENERAL

1.01 SUMMARY

- A. Work Included: CONTRACTOR shall be responsible for all cutting, fitting, patching, and other alterations required to complete the Work as specified herein or to:
1. Make its several parts fit together properly.
 2. Uncover portions of the Work to install improperly sequenced Work.
 3. Remove and replace defective Work.
 4. Remove and replace Work not conforming to requirements of the Contract Documents.
 5. Remove samples of installed Work as specified for testing.
 6. Provide penetrations of surfaces for installation of piping and electrical conduit.

1.02 REFERENCES

- A. ANSI A10 Safety Requirements for Construction and Demolition.

1.03 QUALITY ASSURANCE

- A. CONTRACTOR shall perform all cutting, patching, and alterations in strict accordance with pertinent requirements of these Specifications.
- B. Except as modified by governing codes, CONTRACTOR shall comply with the applicable provision and recommendations of ANSI A10.

1.04 SUBMITTALS

- A. CONTRACTOR shall submit a written request to OWNER well in advance of executing any cutting or alteration which affects the following:
1. Work of OWNER or any separate contractor.
 2. Structural value or integrity of any element of the Project.
 3. Integrity or effectiveness of weather-exposed or moisture-resistant elements or systems.
 4. Efficiency, operational life, maintenance, or safety of operational elements.
 5. Visual qualities of sight-exposed elements.
- B. The request shall include:
1. Description of affected work.
 2. The necessity for cutting, patching, or alteration.
 3. Effect on work of OWNER, any separate contractor, or on the structural or weather-proof integrity of the Project.
 4. Description of proposed work to include:
 - a. Scope of cutting, patching, or alteration.
 - b. Trades who will execute the work.
 - c. Products proposed to be used.
 - d. Extent of refinishing to be done.
 5. Alternatives to cutting and patching.
 6. Written permission of any separate contractor whose work will be affected.

PART 3—EXECUTION

3.01 INSPECTION

- A. CONTRACTOR shall inspect existing conditions including elements subject to movement or damage during cutting, patching, and other alterations.
- B. After uncovering the work, CONTRACTOR shall inspect conditions affecting installation of new products or performance of new work.
- C. CONTRACTOR shall report unsatisfactory or questionable conditions to ENGINEER in writing.
- D. CONTRACTOR shall not proceed with work until unsatisfactory or questionable conditions are resolved.
- E. Beginning of cutting, patching, and alterations work means acceptance of existing conditions by CONTRACTOR.

3.02 PREPARATION AND PROTECTION

- A. CONTRACTOR shall provide temporary bracing, shoring, needling, and support of the structure during alterations work as necessary to prevent collapse, settling, or deflection and to protect persons and property from injury or damage.
- B. Temporary supports must adequately carry all existing and imposed load.
- C. CONTRACTOR shall provide and maintain temporary protection of surface finishes, equipment, and adjacent work designated to remain where demolition, removal, and new work is being done, connections are being made, materials are being handled, or equipment is being removed.
- D. CONTRACTOR shall provide adequate fire protection in accordance with local Fire Department requirements.
- E. CONTRACTOR shall provide waterproofing, weather protection, heat, and other facilities for that portion of the work which may be exposed by cutting and patching, demolition, or other alterations.
- F. CONTRACTOR shall cut, move, or remove items as necessary for access to alterations and renovations work and replace and restore at completion of work.
- G. CONTRACTOR shall prepare surfaces and remove surface finishes to provide for proper installation of new work and new finishes.
- H. CONTRACTOR shall be responsible for any damage to the existing structure or its contents directly or indirectly by its crews or those of its subcontractors.

3.03 PERFORMANCE

- A. CONTRACTOR shall accomplish all work of cutting, removal, demolition, patching, or other alterations using only persons skilled in the appropriate trade.

- D. CONTRACTOR shall provide adequate support to substrate for patching finishes.
- E. Transitions: CONTRACTOR shall restore existing work that is damaged during patching operations to a condition equal to its construction at the time of the start of work.

3.06 UNANTICIPATED MECHANICAL AND ELECTRICAL WORK EXPOSED

- A. Where unanticipated mechanical piping or electrical conduit is exposed during removal of partitions or walls, removal or rerouting shall be accomplished by CONTRACTOR as applicable.
 - 1. Rerouted piping shall be located and shall be connected to maintain all functions in proper operations.
 - 2. Abandoned piping may be left in place where it is buried in floors or walls, providing that it is completely disconnected from its source.
 - 3. There shall be no "dead end" gas, water, sewer, or vent piping existing in the completed work.
 - 4. Unless otherwise shown, abandoned piping, ductwork, conduit, or other mechanical or electrical items in chases, vertical enclosures, or concealed above ceilings shall be completely removed.
- B. Removals, capping, or otherwise terminating services which are abandoned shall be accomplished without additional cost to OWNER.
- C. Relocation of services resulting from unanticipated conflicts of new and existing work in concealed spaces shall be paid for in accordance with the General Conditions.

END OF SECTION

1. Remove temporary labels, stains and foreign substances, polish transparent and glossy surfaces.
2. Clean equipment and fixtures to a sanitary condition with cleaning materials appropriate to the surface and material being cleaned.
3. Replace filters of operating equipment.
4. Clean site; sweep paved areas, rake clean landscaped surfaces.
5. Remove waste and surplus materials, rubbish, and construction facilities from the Site.

1.04 ADJUSTING

- A. CONTRACTOR shall adjust operating products and equipment to provide smooth and unhindered operation.

1.05 PROJECT RECORD DOCUMENTS

- A. CONTRACTOR shall maintain on Site one set of the following record documents to record actual revisions to the Work:
 1. Drawings.
 2. Specifications.
 3. Addenda.
 4. Change orders and other modifications to the Contract.
 5. Reviewed shop drawings, product data, and samples.
 6. Manufacturer's instruction for assembly, installation, and adjusting.
- B. CONTRACTOR shall make entries that are complete and accurate, enabling future reference by OWNER.
- C. CONTRACTOR shall store record documents separate from documents used for construction.
- D. CONTRACTOR shall record information concurrent with construction progress.
- E. Specifications: CONTRACTOR shall legibly mark and record at each Product section description of actual products installed, including the following:
 1. Manufacturer's name and product model and number.
 2. Product substitutions or alternates utilized.
 3. Changes made by addenda and modifications.
- F. Record Drawings: CONTRACTOR shall legibly mark each item to record actual construction including:
 1. Measured depths of foundations in relation to finish floor datum.
 2. Measured horizontal and vertical locations of underground utilities and appurtenances referenced to permanent surface improvements.
 3. Measured locations of internal utilities and appurtenances concealed in construction referenced to visible and accessible features of the work.
 4. Field changes of dimension and detail.
 5. Details not on original Contract drawings.

1.06 WARRANTIES

- A. CONTRACTOR shall provide warranties beyond project one-year warranty as required by technical sections and as follows.

SECTION 01 91 00
STARTING OF SYSTEMS

PART 1—GENERAL

1.01 SUMMARY

- A. Work Included:
 - 1. General.
 - 2. Equipment and system installation.
 - 3. Starting equipment and systems.
 - 4. Demonstration, instructions, and operator training.
 - 5. Start-up and testing.
 - 6. Equipment systems requiring certification of proper installation.
- B. CONTRACTOR shall perform the Work described in the following subsections.

1.02 GENERAL

- A. Manufacturer's services shall be provided through separate agreement with OWNER.
- B. CONTRACTOR shall manage equipment checkout such that checkout has been completed and deficiencies addressed prior to demonstration and training. Scheduling training prior to checkout may result in cancellation when checkout cannot be completed prior to training.

1.03 EQUIPMENT AND SYSTEM INSTALLATION

- A. Competent and experienced technical personnel shall represent the manufacturers of all equipment and systems for as many days as may be necessary to provide proper installation and to resolve assembly or installation problems at the site that are attributable to, or associated with, the equipment furnished. This requirement applies to manufacturers for all equipment furnished, whether or not specifically set forth in the Specifications.
- B. Where a manufacturer's certificate is called for in this Specification Section, the manufacturer's representative shall provide the attached certificate stating that the equipment or system has been installed in accordance with the manufacturer's instructions and has been inspected by a manufacturer's authorized representative, that it has been serviced with the proper initial lubricants, that applicable safety equipment has been properly installed, that the proper electrical and mechanical connections have been made, and that any other manufacturer requirements have been met. This certification shall be provided to ENGINEER and OWNER prior to the start-up. This certificate is in addition to the manufacturer's standard startup reports, checklists, and other pertinent information.
- C. Functional (or run) testing is required for all equipment and systems. The manufacturer's representative shall supervise the functional test, which shall include checking for proper rotation, alignment, speed, excessive vibration, and noisy operation. The Manufacturer's Certificate of Proper Installation shall state that proper adjustments have been made and that the equipment or system is ready for start-up.

Training services shall include pre-start-up classroom instruction and start-up on-site instruction, as stated in the Specifications.

- B. Refer to the Specifications for additional training requirements.
- C. CONTRACTOR shall coordinate the pre-start-up training periods with OWNER's operating personnel and manufacturers' representatives.
 1. Schedule training dates and times with OWNER, that are acceptable to the OWNER, using equipment, startup, and O&M training form. Normal hours available for training are between 7:30 A.M. to 3 P.M., Monday through Friday, except for holidays.
 2. Submit outline and presentation to ENGINEER at least 7 days in advance of training.
 3. Provide name, contact information, and brief synopsis of qualifications of the trainer.
 4. If materials above are not provided at least 7 days in advance, training may be canceled.
 5. Failure of supplier's or manufacturer's representative to appear for scheduled training, failure to notify OWNER 24 hours in advance of need to cancel scheduled training or failure to arrive within 30 minutes of start of scheduled training shall result in reimbursement to OWNER for time lost by OWNER's personnel in waiting for arrival of manufacturer's representative. Except in case of failure to arrive on time, time will not exceed 1 hour for each employee scheduled to receive training. Failure to arrive on time will be reimbursed by actual time late, up to 1 hour, after 1 hour, training will be rescheduled. CONTRACTOR shall reimburse OWNER via a change order.
 6. During the training, instructor will dedicate its time solely to training and not start-up services.
 7. Utilize operation and maintenance manuals as basis for instruction. Review contents of manual with OWNER's personnel in detail to explain all aspects of operation and maintenance.
 8. Demonstrate start-up, operation, control, adjustment, troubleshooting, servicing, maintenance, and shutdown of each item of equipment.
 9. Prepare and insert additional data in operation and maintenance manuals when need for additional data becomes apparent during instruction.
 10. OWNER may videotape the training for future internal use. Provide to OWNER paper and electronic copies of any media used as part of training.
 11. Provide training handouts for each of OWNER's personnel present.
- D. CONTRACTOR shall provide attached Certificate of Operator Training cosigned by OWNER and supplier's representative verifying training was accomplished to satisfaction of all parties.
- E. Operation and maintenance manual submitted in accordance with Section 01 33 00-Submittals shall be provided prior to operator training.
- F. For equipment or systems requiring seasonal operation, perform demonstration for dormant season at start of dormant season.
- G. Final payment for various items of equipment will not be made by OWNER until the equipment is operating to OWNER's satisfaction.
- H. Where items of equipment are placed into service at different times or sequence, manufacturer's services for start-up, field testing, and supervision shall be provided for each

TS No. _____

EQUIPMENT START-UP AND O&M TRAINING SCHEDULING FORM
STRAND ASSOCIATES, INC.®

PROJECT _____ CLIENT _____

CONTRACT _____

CONTRACTOR _____ Date: _____

The following equipment is scheduled for start-up on _____

EQUIPMENT NAME: _____ SPECIFICATION SECTION: _____

MANUFACTURER: _____ MINIMUM HOURS OF TRAINING: _____

DATE O&M MANUALS SUBMITTED: _____

Specification Section 01 91 00 requires that start-up and operation and training be conducted by a qualified manufacturer's representative prior to placing equipment in operation. Review Specification Sections 01 33 00 and 01 45 00 and the individual equipment sections for start-up and training requirements. OWNER may find it necessary to propose alternate dates for training based on conflicts with other training and staff availability. The Operation and Maintenance Manuals must be submitted prior to training.

After the equipment or system has been properly installed and is functioning correctly, submit a written report in accordance with Specification Section 01 45 00.

Submit the completed form to ENGINEER and OWNER at least 7 days prior to start-up and training.

Proposed Training Date: _____ Time of Training: _____

Factory-trained representative giving training:

Name(s): _____

Company: _____

Address: _____

Phone: _____

Fax: _____

E-mail: _____

CERTIFICATE OF OPERATOR TRAINING

Project _____

Equipment _____

Specification Section _____

Contract _____

I hereby certify the equipment supplier/manufacturer has instructed OWNER's personnel in the start-up operation and maintenance of this equipment as required in the Specifications.

MANUFACTURER'S REPRESENTATIVE

Signature _____ Date _____

Name (print) _____

Title _____

Representing _____

CONTRACTOR

Signature _____ Date _____

Name (print) _____

Title _____

OWNER

I hereby certify that my operating personnel received instruction for start-up, operation, and maintenance of this equipment.

Signature _____ Date _____

Name (print) _____

Title _____

END SECTION

PART 3-EXECUTION

3.01 BREAKING DOWN AND REMOVING STRUCTURES

A. General:

1. All existing structures, with all attached parts and connections, shown on the drawings or specified to be removed or that interfere with the new construction, shall be entirely removed within the limits shown or specified, unless otherwise provided.
2. When a portion of any existing structure is to be retained, CONTRACTOR shall take care during construction operations so as not to impair the value of the retained portion.
 - a. Complete all operations necessary for the removal of any existing structure which might endanger the new construction prior to the construction of the new work.
 - b. Do not use any equipment or devices which might damage structures, facilities, or property which are to be preserved and retained.

3.02 EQUIPMENT

- A. CONTRACTOR shall remove all equipment specified herein or indicated.
- B. CONTRACTOR shall remove all piping and appurtenances and their supports serving equipment indicated to be removed. Piping shall be removed to its junction with the main service header serving other equipment that is to remain or new equipment as indicated.
- C. CONTRACTOR shall patch floors, walls, and ceilings as required to match existing or as indicated where equipment, piping, electrical, bases, or supports are removed.
- D. CONTRACTOR shall remove and turn over to OWNER the following major equipment items or systems. The following list is not intended to be all-inclusive. CONTRACTOR shall remove all items indicated or specified to be removed.
 1. Zone 1 aeration blower.
 2. Two butterfly valves.
 3. One check valve.

3.03 INTERIOR PIPING AND APPURTENANCES

- A. CONTRACTOR shall remove all piping and appurtenances as indicated. The location and elevations of existing piping are approximate.
- B. CONTRACTOR shall remove all supports for piping and appurtenances indicated to be removed. Repiping and connections to new piping shall be as specified for new piping. Remaining piping and tubing, not reconnected for new piping, shall be fitted with an appropriate blind flange or plugged and insulated as required.
- C. CONTRACTOR shall patch all holes resulting from removal of piping appurtenances, and their supports. Patching of concrete shall be with nonshrink grout and as indicated. Patching of masonry shall be with matching material toothed in. Patch other material as indicated.

END OF SECTION

- C. Expansion bolts will not be permitted as substitutes for embedded anchor bolts except with the prior written acceptance of ENGINEER or where otherwise specifically called for.
- D. Unless indicated otherwise on the drawings or specified, use the following bolt material for the various installation situations:
 - 1. Stainless Steel: For all submerged locations, below final grade, and in contact with aluminum appurtenances and other items not to be painted. Also for anchoring equipment, unless otherwise specified.
 - 2. Steel: In other locations in contact with items to be painted or encased in concrete.

2.03 ADHESIVE ANCHORS

- A. Adhesive anchors shall be HIT HY 200 by Hilti, Inc., Red Head C6+ or Red Head A7+ by ITW, Pure 110+ or AC200+ by DeWalt, Set-XP by Simpson Strong-Tie Anchor Systems, or approved equal.
- B. All adhesive anchors shall comply with the Kentucky Building Code, AC 308, and ACI 355.4. They shall be ICC-ES approved for use in cracked and uncracked concrete.

PART 3-EXECUTION

3.01 ANCHOR BOLTS

- A. Anchor bolts for structural members shall be located as shown and specified.
- B. Anchor bolts for mechanical equipment shall have embedment length, edge distances, and spacing as required by the equipment manufacturer.
- C. All dirt or foreign materials shall be removed prior to embedding into concrete. After anchor bolts have been embedded, their threads shall be protected by grease and by installing the nuts or by other means until the time of installation of the equipment or metal work.

3.02 EXPANSION BOLTS

- A. Unless otherwise noted on the drawings, expansion bolt edge distance and spacing shall be in accordance with manufacturer's printed installation instructions.
- B. Bolt embedment shall at least equal 6-bolt diameters.
- C. Installation procedures shall be in accordance with the manufacturer's printed installation instructions.
- D. Where location of bolts is adjustable, reinforcing steel shall be located prior to drilling holes and bolts shall be located to clear reinforcing steel.

3.03 ADHESIVE ANCHORS

- A. At locations shown on the drawings, reinforcing bars or threaded rod shall be provided in existing concrete by drilling holes, injecting epoxy adhesive, and inserting the reinforcing bar.

SECTION 09 91 00

PAINTING

PART 1—GENERAL

1.01 SUMMARY

- A. Work Included: Surface preparation and application of paints and coatings.
- B. Related Sections and Divisions: Applicable provisions of Division 01 shall govern work in this section.

1.02 REFERENCES

- A. ASTM B117—Standard Practice for Operating Salt Spray (Fog) Apparatus.
- B. ASTM D2247—Standard Practice for Testing Water Resistance of Coatings in 100 % Relative Humidity.
- C. ASTM D3363—Standard Test Method for Film Hardness by Pencil Test.
- D. ASTM D4060—Standard Test Method for Abrasion Resistance of Organic Coatings by the Taber Abraser.
- E. ASTM D4541—Standard Test Method for Pull-Off Strength of Coatings Using Portable Adhesion Testers.
- F. ASTM D4585—Standard Practice for Testing Water Resistance of Coatings Using Controlled Condensation.
- G. SSPC—The Society for Protective Coatings—Steel Structures Painting Manual.
- H. NACE—National Association of Corrosion Engineers.
- I. ICRI—International Concrete Repair Institute.
- J. Federal Register—Code of Federal Regulations (CFR).
- K. Federal Register—Resource Conservation and Recovery Act (RCRA).
- L. Federal Register—Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA).

1.03 SUBMITTALS

- A. Submittals shall be in accordance with provisions of Section 01 33 00—Submittals.
- B. Shop primer proposed for use shall be submitted with all material and equipment submittals. All shop primers shall be of the same generic type and quality as those specified herein.

- B. Relative humidity conditions as specified by the paint manufacturer's data sheet shall be adhered to. This includes times in which supplemental heat is used. Supplemental heat shall be indirect-fired hot air furnaces or electric heat. Open-flame heaters shall not be used.
- C. No unprotected, unheated exterior painting shall be undertaken when damp weather appears probable, nor when the temperature of the substrate is below 55°F, unless approval in writing is received from the paint manufacturer.

1.08 COLOR SELECTIONS

- A. Provide color charts for all coatings being used on the project. After initial selection of colors by OWNER, provide draw down samples of selected colors for OWNER's final approval. For stained wood, provide specified wood species sample with selected color for final approval.
- B. CONTRACTOR shall provide a summary sheet at the completion of the project listing the finish paint products used and the manufacturer's color identification for each item painted. This summary sheet should be submitted to ENGINEER and OWNER for review.

PART 2-PRODUCTS

2.01 ACCEPTABLE MANUFACTURERS

- A. All materials required for painting shall be types and quality as manufactured by Tnemec Company, Inc., Sherwin Williams Company, International Devco, Carboline, PPG Protective and Marine Coatings, or equal, unless noted otherwise in the schedule.
- B. Where thinning is necessary, only the products of the manufacturer furnishing the paint will be allowed. All such thinning shall be done strictly in accordance with the manufacturer's instructions.
- C. Paint and paint products of Tnemec Company and Sherwin Williams, listed in the following specifications, are set up as standard of quality. International Devco, Carboline, and PPG Protective and Marine Coatings have preapproved equivalent products that shall be used. Other manufacturer's products will be considered as a substitution if CONTRACTOR and paint manufacturer certify that the products offered are recommended for the service intended, are compatible with the shop primers used, are equal in solids content and composition, and are of the same type. Submittal shall include the following performance data as certified by a qualified testing laboratory. ASTM Specifications shall be the latest revision:
 - 1. Abrasion—ASTM D4060, CS-17 Wheel, 1,000 grams load.
 - 2. Adhesion—ASTM D4541.
 - 3. Hardness—ASTM D3363.
 - 4. Humidity—ASTM D2247 and D4585.
 - 5. Salt (Fog) Spray—ASTM B117.

for adherence of the painting systems as specified. Abrasive blasting of concrete shall result in a surface profile in accordance with ICRI No. 03732 at CSP-3 to CSP-5.

3. Bug holes, pits, voids, and cracks shall be filled as specified in Section 03 30 00—Cast-in-Place Concrete without placing a friable sand-cement surface overall. The dried surface shall be stoned down.
4. Paint manufacturer shall observe and approve the surface preparation method and the prepared surface prior to painting.
5. After cleaning, the surface shall be washed and all dust, sand, and loose particles shall be removed by vacuuming. If CONTRACTOR elects to blow the surfaces off with air, it shall be oil-free air, and the methods shall conform to OSHA requirements.

D. Existing Concrete and Concrete Block:

1. All previously coated walls and ceilings of concrete and concrete block of existing structures, except as noted, shall be pole-sanded and hand-sanded to remove all old peeling paints as well as roughen-up existing paints.
2. All concrete and precast concrete walls, floor, and ceiling which are not currently painted but are scheduled for painting shall be abrasive-blasted in accordance with SSPC-SP13/NACE No. 6. Abrasive blasting of concrete shall result in a texture similar to 40-60 grit sandpaper (ICRI SP3-5).
3. Concrete floors containing oil and grease residues shall be cleaned with detergent to remove all residues and allowed to dry.
4. All existing floors, unless otherwise specified, shall be power-sanded with a Clark HD floor scrubber, or equal, with a rubber pad and abrasive disc, followed by vacuuming and removing all oil and grease contamination and particulate matter.
5. Bug holes, pits, voids, and cracks that are opened up shall be filled with an appropriate filler.
6. Paint manufacturer shall observe and approve the surface preparation method and the prepared surface prior to painting.
7. After cleaning, the surface shall be washed, and all dust, sand, and loose particles shall be removed by vacuuming. If CONTRACTOR elects to blow the surfaces off with air, it shall be oil-free air, and the methods shall conform to OSHA requirements.

E. Galvanized: Where galvanized items are not submerged or buried, they shall be cleaned with nonhydrocarbon solvent cleaner (such as Clean N Etch, or equal) in accordance with SSPC-SP1 and shall be abrasive-blasted in accordance with SSPC-SP16 Brush-Off Blast Cleaning.

F. Copper: Where copper piping is not submerged or buried, it shall be solvent-cleaned in accordance with SSPC-SP1 and shall be lightly sanded.

G. Aluminum: Where listed in the Schedule to be painted, it shall be solvent-cleaned in accordance with SSPC-SP1 and shall be lightly sanded.

H. Wood:

1. Wood surfaces shall be thoroughly cleaned and free of all foreign matter. Cracks and nail holes and other defects shall be properly filled and smoothed.
2. Wood trim shall be sandpapered to a fine finish and wiped clean of dust.

3.02 APPLICATION

- A. All materials shall be used as specified by the manufacturer's published data sheets and label directions.

B. New Work:

1. All new work done by all trades shall be painted by CONTRACTOR in accordance with the following schedule and in accordance with paint manufacturer's recommendation. It is the intent of these specifications that all non-galvanized ferrous metal items scheduled for painting be shop-primed. If items are not shop-coated, surfaces shall be prepared and painted in the field as specified. If any items of new construction are not listed, CONTRACTOR shall request paint system from ENGINEER, and the items shall be painted as part of this Contract without additional cost.
2. Steel, machinery, and equipment; not submerged (including pipes to be insulated):
 - a. One shop coat of 66HS-1255 Hi-Build Epoxoline, Macropoxy 646 Beige as primer.
 - b. Touch-up primer prior to finish coat, and either:
 - (1) Two coats of 66HS Hi-Build Epoxoline II, Macropoxy 646 for interior surfaces; or
 - (2) One coat of 66HS Hi-Build Epoxoline II, Macropoxy 646; and one coat of 1074 Endura-Shield, Acrolon 218HS for exterior surfaces.
3. Stainless steel: Not painted.

C. Coverage:

1. Dry mil thickness shall conform to those specified. Mil test measurement shall conform to SSPC Steel Structures Painting Manual. Dry Film Thickness (DFT) shall be verified in accordance with SSPC-PA2.
2. The coatings listed will provide the mil thickness given when applied at the coverages listed. Upon the request of ENGINEER, such surfaces shall be checked by the painter with a calibrated mil thickness gauge and any deficiencies found in the film shall be remedied by additional coat(s) at the expense of CONTRACTOR.
3. On masonry, application rates will vary according to surface texture; however, in no case shall the manufacturer's stated coverage rate be exceeded. On porous surfaces, it shall be the painter's responsibility to achieve a protective and decorative pinhole-free finish either by decreasing the coverage rate or by applying additional coats of paint.
4. Coverages reflect manufacturer's recommendations using spray application techniques. Where brushing or rolling is specified or performed at the discretion of the painter, one additional coat, minimum, will be required to achieve total DFT thickness as specified and recommended by the manufacturer.

	Sq. Ft.** Coverage	Dry Mil** Thickness Per Coat
Products		
1029 Endurotone, DTM Acrylic B66100	200	
66HS Hi-Build Epoxoline II, Macropoxy 646		
Steel or Impervious Substrate Primer Coat	---	4.0
Steel or Impervious Substrate Intermediate Coat(s)	---	5.0
Steel or Impervious Substrate Finish coat	---	5.0
135-1255 Chembuild, Macropoxy 646	335	4.0
Steel Doors	---	3.0
20HS Pota-Pox, Macropoxy 646 NSF		
Steel or Impervious Substrate Primer	---	4.0
Steel or Impervious Substrate Intermediate Coat(s)	---	5.0
Steel or Impervious Substrate Finish Coat	---	5.0
1074 Endura-Shield II, Acrolon 218HS	---	2.5
201 Epoxoprime, ArmorSeal 1000 HS Epoxy	250	
280 Tneme-Glaze, ArmorSeal 1000 HS Epoxy	250	

SECTION 26 05 00

GENERAL ELECTRICAL REQUIREMENTS

PART 1-GENERAL

1.01 SUMMARY

- A. Work includes general requirements for all electrical work.
- B. Related Sections and Divisions: Applicable provisions of Division 01 shall govern Work in this section.

1.02 REFERENCES

- A. ANSI/NFPA 70-National Electrical Code (NEC).
- B. ANSI/IEEE C2-National Electrical Safety Code.

1.03 CONTRACT DOCUMENTS

- A. Any equipment roughed in improperly and/or not positioned on implied centerlines or as dictated by good practice shall be repositioned at no cost to OWNER.
- B. The drawings are generally diagrammatic, and CONTRACTOR shall coordinate the Work so that interferences are avoided. Provide all offsets in conduit, fittings, etc., necessary to properly install the work. All offsets, fittings, etc., shall be provided without additional expense to OWNER.
- C. Hazardous or classified locations, where referenced in the Specifications or on the Drawings, shall be as defined in the NEC.

1.04 REGULATORY REQUIREMENTS

- A. Conform to ANSI/NFPA 70.
- B. Conform to ANSI/IEEE C2.
- C. The rules and regulations of the federal, state, local, and civil authorities and utility companies in force at the time of execution of the Contract shall become a part of this specification.
- D. Obtain electrical permits and inspections from authority having jurisdiction. Costs for permits and inspections shall be by CONTRACTOR.

1.05 CODES AND ORDINANCES

- A. CONTRACTOR is expected to know or to ascertain, in general and in detail, the requirements of all codes and ordinances applicable to the construction and operation of systems covered by this Contract. CONTRACTOR shall know or ascertain the rulings and

1.08 NOISE

- A. Eliminate any abnormal noises that are not considered by ENGINEER to be an inherent part of the systems as designed. Abnormal buzzing in equipment components will not be acceptable.

1.09 DRAWINGS

- A. The drawings indicate approximate locations of the various items of the electrical systems. These items are shown approximately to scale and attempt to show how these items should be integrated with building construction. Locate all the various items by on-the-job measurements in conformance with Contract Documents and cooperation with other trades.
- B. Prior to locating equipment, confer with ENGINEER as to desired location in the various areas. In no case should equipment locations be determined by scaling drawings. Relocate equipment and bear cost of redoing work or other trades' work necessitated by failure to comply with this requirement.
- C. In certain instances, electrical devices and equipment, etc., may be relocated. Where relocation is within 10 feet of location shown on the drawings, and when CONTRACTOR is informed of necessary relocation before work is begun on this portion of the job, the relocation shall be at CONTRACTOR's expense.
- D. The drawings are schematic in nature and are not intended to show exact locations of conduit, but rather to indicate distribution, circuitry, and control.
- E. Where locations of future structures are shown on the Drawings, CONTRACTOR shall not route any conduit or install any materials or equipment within 30 feet of the boundaries shown.

1.10 SUBMITTALS

- A. CONTRACTOR shall submit to ENGINEER for approval prior to beginning work, shop drawings on the equipment and materials proposed to be furnished and installed. See Section 01 33 00–Submittals for requirements.
- B. CONTRACTOR shall, in addition, submit drawings and/or diagrams for review and for job coordination in all cases where deviation from the Contract drawings are contemplated because of job conditions, interference or substitution of equipment, or when requested by ENGINEER for purposes of clarification of CONTRACTOR's intent. CONTRACTOR shall also submit detailed drawings, rough-in sheets, etc., for all special or custom-built items or equipment. Drawings and details under this section shall include, but not be limited to, the following, where applicable to this project: Electrical interconnection wiring diagrams; see Section 26 24 19–Motor Control and Section 26 09 00–Controls and Instrumentation.
- C. These drawings and diagrams shall show applicable electrical switch and breaker sizes as well as the manufacturer's name and catalog number for each piece of equipment used.
- D. Equipment and material submittals must show sufficient data to indicate complete compliance with Contract Documents as follows:
 - 1. Proper sizes and capacities.

- B. Requests for substitution shall include CONTRACTOR's reason for the request.
- C. If ENGINEER does not consider the items equivalent to those specified, CONTRACTOR shall provide those specified.
- D. See General Conditions for additional requirements.

PART 3—EXECUTION

3.01 CONTINUITY OF SERVICE

- A. CONTRACTOR shall provide and maintain continuous services (power, controls, alarms, etc.) during the entire construction period.
- B. No service shall be interrupted or changed without permission from OWNER. Written permission shall be obtained before any work is started.
- C. When interruption of service is required, all persons concerned shall be notified and a prearranged time agreed upon. Notice shall be a minimum of 72 hours prior to the interruption.

3.02 CLEANUP AND REMOVAL OF RUBBISH

- A. All lighting and appliance panelboards, switchboards, MCCs, motor starter and disconnect switch enclosures, junction boxes, and pullboxes shall be cleaned of debris and wires neatly arranged with surplus length cut off before installation of covers.
- B. Where louvers are provided in equipment enclosures, louvers shall be vacuumed free of all dust and dirt. Where air filters are provided in equipment such as control panels, motor control centers and transformers, CONTRACTOR shall replace all filters with new at the time of final completion.
- C. Equipment shall be thoroughly cleaned of all stains, paint spots, dirt, and dust. All temporary labels not used for instruction or operation shall be removed.

3.03 PAINTING

- A. All painting of electrical equipment shall be done by CONTRACTOR unless equipment is specified to be furnished with factory-applied finish coats.
- B. All electrical equipment shall be provided with factory-applied prime finish, unless otherwise specified.
- C. If the factory finish on any equipment furnished by CONTRACTOR is damaged in shipment or during construction, the equipment shall be refinished by CONTRACTOR.
- D. One can of touch-up paint shall be provided for each different color factory finish which is to be the final finished surface of the product.

- B. Install work using procedures defined in NECA Standard of Installation.
- C. Location of process equipment as shown on the drawings is approximate.
- D. Utilization equipment and control devices required under these specifications shall be mounted in a code-approved manner.
- E. Locations of utilization equipment and control devices as shown on the drawings are within 10 feet of actual positions. Any mounting of this equipment within this 10-foot distance shall be performed at no additional cost to OWNER.
- F. Unless otherwise noted, conduit shall be fastened to building structure or equipment framework and not placed on the floor.
- G. Where materials, equipment apparatus, or other products are specified by manufacturer, brand name, and type or catalog number, such designation is to establish standards of desired quality and style and shall be the basis of the Bid.
- H. Materials and equipment of the types for which there are National Board of Fire Underwriters Laboratories (UL) listings shall be so labeled and shall be used by CONTRACTOR.

3.08 AREA CLASSIFICATION

- A. As noted on the drawings.

END OF SECTION

- B. Store wire and other material in factory-installed coverings in a clean, dry, indoor space which provides protection against the weather.

PART 2-PRODUCTS

2.01 WIRE

- A. All wire for permanent installation shall be new stranded copper delivered to project in unopened cartons or reels, except where specifically noted and be UL listed for the use intended. No wire smaller than 12 AWG shall be used unless specifically noted. The use of multiconductor cable is not allowed.
- B. Motor circuit branch wiring and associated control wiring:
 - 1. Insulation type shall be THHN (indoors, nonVFD application).
 - 2. Minimum size for motor control wiring shall be 14 AWG.
 - 3. Control wiring for supervisory equipment shall be shielded, sized per equipment manufacturer's recommendations.
- C. All wiring within control panels, supervisory control centers, and motor control centers that does not extend outside of the enclosure or the motor control center bucket shall be insulation-type MTW, minimum size 16 AWG.
- D. Wiring in dry locations shall be THHN. Wiring in damp and wet locations shall be XHHW-2. Damp and wet locations shall include, but not be limited to, washdown areas, unconditioned spaces, exterior buried conduits, wet wells, and exterior locations.
- E. Refer to Section 26 05 53—Electrical Identification for required wire insulation color coding and conductor labeling requirements. Initial phase color shall be used throughout the run, even for switch legs. Colors must meet code requirements for each class voltage. Do not duplicate colors, including neutral, on different voltages.

2.02 LOW-VOLTAGE WIRING (LESS THAN 100 VOLTS)

- A. Low-voltage wiring specified in this section shall be applicable to all systems installed that utilize low-voltage wiring where such wiring is not specified in other technical sections.
- B. All wiring shall have copper conductors with 300-volt insulation rating and meet the requirements of NEC Article 725.
- C. All conductors must be suitable for the application intended. Conductors 16 AWG and larger shall be stranded. Conductors 18 AWG and smaller may be solid or stranded.
- D. Control Cable for Class 1 Remote Control and Signal Circuits: Individual conductors twisted together, shielded, and covered with an overall PVC jacket. Cable shall be UL listed, temperature rated, and plenum or nonplenum rated for the application as required in the National Electrical Code.
- E. Control Cable for Class 2 or Class 3 Remote Control and Signal Circuits shall be constructed, UL listed, temperature rated, and plenum or nonplenum rated for the application as required in the NEC Article 725.

- J. Terminate all wiring on terminal blocks in control panels, starter cubicles, and similar equipment. This shall include all spare or unused wires.
- K. Provide a dedicated neutral for each branch circuit or feeder requiring a neutral. Ampacity of neutral conductor shall match that of the branch circuit or feeder.
- L. Do not use a pulling means that can damage the raceway.
- M. Signal wiring (below 100 volts) must be in a conduit separate from power and/or control wiring (over 100 volts). Signal wire shall include, but not be limited to, loop-powered devices, voice and data communications, and communication wiring (i.e., DeviceNet, RS-232, etc.). Analog wiring shall be in a conduit separate from all other wiring.
- N. Control wiring (e.g., internal thermal overloads, lockout stops, etc.) to motors shall be in a conduit separate from motor power wiring.
- O. Provide junction or pull boxes to facilitate the "pulling in" of wires or to make necessary connections. All raceways and apparatus shall be thoroughly blown out and cleaned of foreign matter prior to pulling in wires.
- P. Thoroughly clean wires before installing lugs and connectors.
- Q. Make splices, taps, and terminations to carry full capacity of conductors without perceptible temperature rise.
- R. Terminate spare conductors within equipment, MCCs, control panels, etc., on terminal strips and label as "SPARE." Spare wiring in pull or junction boxes may be terminated with electrical tape and labeled as "SPARE." All spare conductor labels shall indicate where the conductors terminate. Refer to Section 26 05 53—Electrical Identification, for additional requirements.
- S. Feeder connections to motors shall be installed within the motor junction box utilizing factory engineered kits as specified herein. Spring wire connectors are not allowed for connections to motors.

3.02 GENERAL LOW-VOLTAGE WIRING METHODS (LESS THAN 100 VOLTS)

- A. Low-voltage wiring installation requirements specified herein shall be applicable to all systems installed that utilize low-voltage wiring where such wiring installation is not specified in other technical sections.
- B. Low-voltage wiring shall be installed in conduit. Unless noted in other specification sections, low-voltage wiring located in office buildings above suspended ceilings shall be allowed to be installed free air, as specified herein if the cable meets NEC requirements for the application.
- C. Do not use wire smaller than 14 AWG for control wiring greater than 60 volts, or 18 AWG for voltages less than 60 volts. All sizes subject to NEC 725 requirements.
- D. Low-voltage cable splices shall only be allowed in junction boxes.

- B. Prior to energizing, check conduit, raceways, outlet boxes, and wire for continuity of circuitry and for short circuits. Correct malfunction when detected.
- C. Subsequent to wire hookups, energize circuitry and demonstrate functionality in accordance with these specifications.
- D. Perform continuity test on all power and equipment branch circuit conductors. Verify proper phasing connections.
- E. Perform field inspection and testing according to provisions of this section.

3.06 ACCEPTANCE TESTS

- A. CONTRACTOR shall furnish all materials, labor, and equipment necessary for the acceptance tests specified herein. Acceptance tests shall be performed in the presence of OWNER or OWNER's representative and must be passed before final acceptance of the work.
- B. CONTRACTOR shall be responsible for powered tests of each field-installed device unless specifically noted otherwise. CONTRACTOR shall be responsible for device operation as powered from its power source and signals as received at the I/O modules.
- C. Operation Test: By operational testing, OWNER will give final acceptance of the wiring system when all of the wiring is considered a complete system. All equipment shall function and operate in the proper manner as indicated in the details of the specifications and on the drawings. All motors shall be properly connected to protective devices, and motor rotation shall be in the correct direction.
- D. Individually test 600-volt cables for insulation resistance between phases and from each phase to ground. Test with a Megger whose rating is suitable for the tested circuit after cables are installed and before they are put into service. Tests shall meet the applicable specifications of ICEA S-95-658 and NEMA WC70. Tests shall be witnessed by ENGINEER. The insulation resistance for any given conductor shall not be less than the value recommended by the ICEA, or a minimum of one megohm for 600-volt and less service, if not ICEA listed. Any cable not conforming to the recommended value or that fails when tested under full load conditions, shall be replaced with a new cable for the full length.
- E. A written record of performance tests on electrical and control and instrumentation systems and equipment shall be supplied to OWNER. Such tests shall show compliance with governing codes.

3.07 WIRE INSTALLATION SCHEDULE

- A. Install all wiring in raceways except as otherwise noted. This includes all low-voltage wiring such as temperature control, instruments, phone, network, fiber optic, etc.

END OF SECTION

- G. Include ground for motors, and equipment items shown on the drawings.
- H. Flexible connections do not qualify for ground. All flexible connections must have separate green ground wire from motor base, lighting fixture, or equipment frame to conduit system.
- I. Provide a separate grounding conductor system for the grounding of all lighting fixtures and devices installed in the same conduit as the branch circuit conductors. Ground conductors shall be individually connected at each fixture or device.
- J. All equipment in NEMA 4X areas that are fed from circuits in PVC conduit shall be provided with a separate green ground wire that is terminated at the metallic conduit system and the equipment.
- K. Separately derived systems as defined by the National Electrical Code shall be grounded as such. This shall include, but not be limited to, 4-wire transformers and 4-wire standby generators.
- L. Refer to Section 26 05 23—Instrument and Communication Wire and Cable for additional grounding requirements.

END OF SECTION

- B. Fasten hanger rods, conduit clamps, and outlet and junction boxes to building structure using expansion anchors or support members. Do not use spring steel clips and clamps. Provide standoffs or suspended ceiling grid bridge supports as specified in other technical sections.
- C. Use toggle bolts or hollow wall fasteners in hollow masonry, plaster, or gypsum board partitions and walls; expansion anchors or preset inserts in solid masonry walls; self-drilling anchors or expansion anchors on concrete surfaces; sheet metal screws in sheet metal studs; and wood screws in wood construction.
- D. Where support members are used for conduit, cutoff ends shall be ground smooth.
- E. Do not fasten supports to piping, ductwork, mechanical equipment, or conduit.
- F. Do not use powder-actuated anchors.
- G. Do not drill structural steel members.
- H. Fabricate supports with welded end caps and all welds and surfaces ground smooth for neat appearance. Use hexagon head bolts with steel spring-lock washers under all nuts.
- I. In wet locations, install free-standing electrical equipment on concrete pads. Anchor all equipment to adjacent walls with standoffs and caulk.
- J. Install surface-mounted cabinets and panelboards with a minimum of four anchors.
- K. Bridge studs top and bottom with channels to support flush-mounted cabinets and panelboards in stud walls.
- L. Do not use chain, wire rope, or perforated strap hangers.
- M. All welds shall be continuous and ground smooth.

END OF SECTION

1.04 SUBMITTALS

- A. Submit shop drawings and product data in accordance with provisions of Section 01 33 00–Submittals.

1.05 PRODUCT DELIVERY, STORAGE AND HANDLING

- A. Provide color-coded thread protectors on the exposed threads of threaded rigid metal conduit.
- B. Handle conduit carefully to prevent end damage and to avoid scoring the finish.
- C. Store conduit inside and protect from weather. When necessary to store outdoors, elevate well above grade and enclose with durable, waterproof wrapping.

PART 2–PRODUCTS

2.01 RIGID METAL CONDUIT AND FITTINGS

- A. Rigid Steel Conduit: ANSI C80.1 and UL6. Heavy wall seamless tubing with hot-dipped galvanized coating.
- B. Conduit bodies for rigid steel conduit shall be as manufactured by Appleton, Form 35, or equal, and be constructed of stamped steel for sizes 2 inches and under, and cast malleable iron for sizes over 2 inches. Conduit bodies shall have built-in pulling rollers, domed gasketed covers, and stainless steel screws. Covers for conduit bodies must have bolts that thread into the conduit body. Snaptight and wedgenut covers are not allowed. CONTRACTOR shall select body style and size according to application.
- C. Rigid Aluminum Conduit: ANSI C80.5 and UL6. Heavy wall.
- D. Conduit bodies for rigid aluminum conduit shall be as manufactured by Appleton, Form 85, or equal, and be constructed of pressure-cast, copper-free aluminum for sizes 2 inches and under, and sand-cast, copper-free aluminum for sizes over 2 inches. Conduit bodies shall have built-in pulling rollers, domed gasketed covers, and stainless steel screws. Covers for conduit bodies must have bolts that thread into the conduit body. Snaptight and wedgenut covers are not allowed. CONTRACTOR shall select body style and size per application.
- E. Fittings and Conduit Bodies: ANSI/NEMA FB 1 and UL 514B; threaded-type material to match conduit. For hazardous locations, fittings and conduit bodies shall meet the requirements of UL 886. Split couplings are not allowed.
- F. Supports: One-hole straps with conduit clamps and backspacers shall be used for surface-mounted conduit. Where standoffs are required, provide conduit clamps and supporting devices as specified in Section 26 05 29–Supporting Devices. Support material shall match that of the conduit type provided.

- D. Provide for the proper application, installation, and location of inserts, supports, and anchor bolts for a satisfactory raceway system. Where any component of the raceway system is damaged, replace or provide new raceway system.
- E. Run conduits concealed to avoid adverse conditions such as heat and moisture, to permit drainage, and to avoid all materials and equipment of other trades. Maintain a minimum clearance of 6 inches from all hot water pipes, flues, or any high-temperature piping or ductwork.
- F. Conduits shall be attached to building surfaces and not suspended unless installed in a Unistrut-type conduit rack as specified herein. Individual conduits shall not be suspended. Clevis hangers are not allowed.
- G. Center conduit in structural slabs (other than topping), clear of reinforcing steel and spaced on centers equal to or exceeding three times the conduit diameter. Outside diameter of conduit shall not exceed one-third the slab thickness for each run of conduit 1 1/4 inches or larger. Provide shop drawings when it will be installed in structural slabs. Conduits shall not be run in slabs-on-grade or structural topping slabs.
- H. Independently support or attach the raceway system to structural parts of construction in accordance with good industry practice.
- I. Conduit attached to building surfaces that may be damp shall be spaced out to avoid rust and/or corrosion using fittings approved for the use. Use back straps on all conduit in damp or wet locations, or mount conduit with Unistrut straps, or equal. Watertight hubs shall be used in all damp locations. Damp locations shall include, but not be limited to, all basement areas, tunnel areas, washdown areas, garage areas, all wet wells and dry wells, all areas below grade, and exterior locations.
- J. Conduits shall be securely fastened to building structure at intervals not exceeding 8 feet or closer, if necessary. Where hangers are necessary, 3/8-inch rod/eyelets/rings/or trapeze type in Unistrut channel and pipe clamps shall be used. Wire or perforated strap iron is not acceptable.
- K. Vertical conduit runs 1 1/4 inches and larger passing through floors shall be supported at each floor with conduit riser grips.

3.02 GENERAL CONDUIT INSTALLATION REQUIREMENTS

- A. Conduit shall be run exposed. Run exposed conduit grouped and parallel or perpendicular to construction. Do not route exposed conduits over boilers or other high-temperature machinery nor in contact with such equipment. All conduit shall be run exposed in structures below grade.
- B. Ream conduit smooth at ends, cap upon installation, rigidly attach to structural parts of the building, and securely fasten to all outlet boxes, panel cabinets, junction boxes, pull boxes, splicing chambers, safety switches, and all other components of the raceway system.
- C. Provide conduit raceway for exposed cables that are not UV resistant. This shall include, but not be limited to, instrument wiring, motor terminators, pump cables, float cables, etc.

3.04 CONDUIT INSTALLATION SCHEDULE

- A. The following schedule lists specific conduit types allowed in designated areas. Those areas not listed under a specific conduit type shall not have that type of conduit installed:
1. Rigid steel: All interior locations.
 2. Rigid aluminum:
 - a. All exposed interior locations.
 - b. Exterior locations.
 - c. All locations where attached to aluminum railings or aluminum structural members.
 - d. Where noted on the drawings.
 3. Liquidtight flexible metal conduit not over 3 feet in length for final connections to:
 - a. Equipment in all locations.
 - b. Equipment with sliding bases or flexible positioning.
 - c. Equipment with vibration isolation mounting.
 - d. Equipment housing ferromagnetic cores or with integral moving components capable of generating noise or vibrations, including transformers and motors.
 - e. All pumps and associated equipment.

END OF SECTION

PART 2-PRODUCTS

2.01 SWITCH, OUTLET, AND SMALL JUNCTION BOXES

- A. Cast Boxes: Aluminum or cast ferrous, deep-type, gasketed cover, threaded hubs, Crouse-Hinds FD Series, or equal.
- B. Covers for switch and outlet boxes used as junction boxes shall have covers that match box type.

2.02 PULL AND JUNCTION BOXES

- A. Cast Boxes: NEMA 250; Type 4, surface-mounted junction box, UL-listed as watertight. Cast aluminum or ferrous box and cover with ground flange, neoprene gasket, and stainless steel cover screws, Crouse-Hinds WCB Series, or equal.
- B. NEMA 4X Boxes: PVC or FRP, Carlon HS Series, or equal with proper cover and gasket. 316 stainless steel, Saginaw Control and Engineering SCE Series, or equal, where specified herein.
- C. NEMA 12 Boxes: Painted steel with continuously-hinged cover, recessed quarter-turn latches, and gasket. Boxes shall be Hoffman Bulletin CW1, or equal.
- D. Boxes Larger Than 12 inches in Any Dimension: Hinged enclosure in accordance with Section 26 27 16-Hinged-Cover Enclosures.
- E. Boxes specified in this section are not allowed to have knockouts and are not allowed to be used as enclosures for control panels.

PART 3-EXECUTION

3.01 COORDINATION OF BOX LOCATIONS

- A. Provide electrical boxes as and as necessary for splices, taps, wire pulling, cable bending radii, equipment connections, and code compliance.
- B. Electrical box locations are approximate. Verify location and size of boxes in all work areas prior to rough-in.
- C. Where dedicated raceways are provided for different voltage systems or wiring, (e.g., motor power wiring and motor space heaters), separate boxes shall also be provided unless acceptable to ENGINEER. Where acceptable to ENGINEER, combined boxes shall be physically divided to separate the wiring.
- D. Locate and install boxes to allow access. Where installation is inaccessible, coordinate locations and sizes of access doors.
- E. Locate and install to maintain headroom and to present a neat appearance.
- F. All boxes attached to building surfaces that may be damp shall be spaced to avoid rust and/or corrosion. All boxes in damp locations shall be on 1/2-inch standoffs. Damp locations

SECTION 26 05 53

ELECTRICAL IDENTIFICATION

PART 1-GENERAL

1.01 SUMMARY

- A. Work Included:
 - 1. Nameplates.
 - 2. Labeling tags.
 - 3. Wire markers.
- B. Related Sections and Divisions: Applicable provisions of Division 01 shall govern work in this section.

1.02 SUBMITTALS

- A. Submit shop drawings and product data in accordance with provisions of Section 01 33 00-Submittals.
- B. Provide schedule for nameplates and labeling tags with shop drawings. Reference drawings for type used.

PART 2-PRODUCTS

2.01 NAMEPLATES

- A. Type "A":
 - 1. Use:
 - a. Motor starters.
 - b. Each separately mounted circuit breaker or disconnect switch.
 - c. Each device in main distribution panels.
 - d. Each device in switchboards and switchgear.
 - e. Each device in motor control centers.
 - f. SPD.
 - g. SCADA System computers.
 - h. Each device on Supervisory Control Center exterior.
 - i. Cabinets, enclosures, pull, and junction boxes.
 - j. Field devices (flowmeter transmitters, level transmitters, chemical scales, chemical leak detectors, etc.).
 - k. Communication and Network Cable Tray.
 - 2. Size: 2-inch by 3-inch.
 - 3. Material: 2-layer laminated Micarta.
 - 4. Background Color: Black.
 - 5. Character Color: White.
 - 6. Character Size: 1/4-inch.
 - 7. Engraving: See MCC schedule, one-line, and I/O list for labels, or as requested by ENGINEER. Label shall include equipment number and description (i.e., SCAL-60-01, Fluoride Scale).
 - 8. Mounting Location: Front exterior.

- D. Prepare and install neatly-typed directions in all panels, including existing panels where Work is done under this Contract.

3.02 WIRE IDENTIFICATION

- A. Provide wire markers on each conductor, including neutral and spare conductors, in panelboard gutters, pull boxes, outlet and junction boxes, and at load connection. Neutral conductor labels shall include the associated branch circuit number. Identify with branch circuit or feeder number for power and lighting circuits, and with control wire number as indicated on schematic and interconnection diagrams for control wiring. Spare conductors shall have control wire number or shall indicate termination point of wire.
- B. Conductors in pull boxes, motor control centers, supervisory control panels, control panels, cabinets, and panelboards shall be grouped as to circuits and arranged in a neat manner. All conductors of a feeder or branch circuit shall be grouped, bound together with nylon ties, and identified. Phase identification shall be consistent throughout the system. All wiring labels shall be able to be read without removing wire management (i.e., wiring trough covers, spiral windings, etc.) or twisting the wire/cable.
- C. Power Conductor Insulation Color Code:
1. 6 AWG and Larger: Provide general-purpose, flame-retardant, permanent tape at each termination and at accessible locations such as manholes, handholes, junction and pull boxes, panelboards, motor control centers, switchboards, switchgear, etc. Apply tape with at least six full, overlapping wraps; minimum 2 inches wide.
 2. 8 AWG and Smaller: Provide conductors with color-coded insulation.
 3. Colors:

System	Conductor	Color
All Systems	Equipment Grounding	Green
120/240 Volts Single-Phase, Three Wire	Grounded Neutral	White*
	One Hot Leg	Black
	Other Hot Leg	Red
120/208 Volts Three-Phase, Four Wire	Grounded Neutral	White*
	Phase A	Black
	Phase B	Red
	Phase C	Blue
277/480 Volts Three-Phase, Four Wire	Grounded Neutral	White*
	Phase A	Brown
	Phase B	Orange
	Phase C	Yellow
Note: Phase A, B, C implies direction of positive phase rotation.		
* When installed as part of a 120-volt or 277-volt branch circuit, provide a color-coded stripe on the white neutral conductor insulation matching the branch circuit insulation.		

- D. Control Panel and Field-Installed Control Conductor Insulation Color Code:
1. All conductors shall have color-coded insulation.
 2. Colors:

System	Conductor	Color
Supply Voltage	Ungrounded Circuit Conductors Neutral	Black White

- B. The text for all conductor, cable, and device labels shall be machine printed. Handwritten labels are not acceptable.

END OF SECTION

2.02 PIPE AND PIPE FITTINGS

A. Ductile Iron Piping and Ductile Iron Fittings:

1. Unless otherwise shown or specified, all piping 4 inches in diameter or larger shall be ductile iron conforming to ANSI/AWWA C151/A21.51, with flanged joints. Unless otherwise shown or specified, all piping shall be minimum special thickness Class 53 with a minimum rated working pressure of 250 psi for flanged pipe. Pipe wall thickness shall be furnished as required by AWWA C115 for flanged piping; AWWA C606 for grooved piping; special thickness Class 53 minimum unless otherwise shown or specified. Manufacturers of flanged pipe and fittings shall be certified to NSF 61 by an ANSI-accredited third-party certification organization.
2. The words "Ductile Iron" and the weight and class of pipe shall be plainly marked on each piece of pipe.
3. All flanged sections of pipe shall be made up in strict accordance with AWWA C115 specifications. No field make-up flanges will be allowed unless strictly conforming to AWWA C115 with facing done after turning pipe through flange.
4. Flanged joints shall conform to AWWA C110, C111, and C115, and shall be compatible with ANSI B16.1 Class 125. Flanges shall be ductile iron. Flanged gaskets shall be minimum 1/8-inch, full-face, rubber-ring, Toruseal, Flange-Tyte, Maloney, or equal, gaskets. Thicker gaskets shall be provided as recommended by the manufacturer to meet joint tolerance. All aeration piping shall have FKM gaskets designed for a minimum of 300°F service. Flange bolts shall be standard zinc-plated steel with hex head and hex nuts for the rated working pressure and installation conditions specified or shown.
5. Flanged fittings shall be of ductile iron with ductile iron flanges. Flanged fittings shall conform to AWWA C110 and ANSI B16.1, as applicable, with a minimum rated working pressure of 150 psi.
6. All ductile iron fittings shall be American Cast Iron Pipe, Tyler, U.S. Pipe, or equal. No compact fittings are allowed.
7. Unless otherwise specified, all ductile iron piping and fittings shall be cement mortar lined and asphaltic-coated inside. Cement mortar lining shall be in accordance with AWWA C104. Asphaltic coating shall conform to applicable standards herein for the pipe and fittings. Interior piping shall be furnished with outside surfaces prepared by abrasive blasting in accordance with NAPF 500C-03. Cleaned surfaces shall then be shop-primed. Shop-priming shall be with one coat of Tnemec N69-1255 Hi-Build Epoxoline or Tnemec 140-1255 Beige Pota-Poxprimer, or equal, applied to a minimum of 5.0 mils dry thickness. Primer used shall be compatible with proposed finish coats; CONTRACTOR shall verify. It is the intent of this specification that all piping, supports, and appurtenances shall be furnished shop-primed, clean, and ready to accept finish painting by CONTRACTOR with a minimal amount of surface preparation. Preparation and painting shall conform to all requirements and provisions specified in Division 09.
8. All ductile iron piping and fittings designated A (Air) shall be unlined and shall receive exterior coating as specified above.

B. Steel Pipe:

1. Exposed interior air piping, except where noted on the Drawings, shall be unlined Grade B steel pipe manufactured in accordance with the requirements of ASTM A139 or API 5L. The minimum wall thickness shall be standard weight. Pipe shall be welded to AWWA C208 standards. Joints shall be welded or flanged. Joints adjacent to valves and equipment shall be flanged. Flanged connections shall be 150-pound forged steel flanges. Fittings shall be short radius, smooth turn except where shown on Drawings. Fittings shall comply with ANSI B16.9 standards. Flanges shall comply with ANSI B16.5. Gaskets shall be Viton type.

Epoxoline primer, Tnemec No. 141 Pota Pox 80 epoxy primer, or equal, applied to a minimum of 5.0 mils dry thickness. Primer used shall be compatible with proposed finish coats; CONTRACTOR shall verify. A fusion-bonded epoxy system is an acceptable alternative to the specified primer. It is the intent of this specification that all valves, supports, and appurtenances shall be furnished shop-primed, clean, and ready to accept finish painting by CONTRACTOR with a minimal amount of surface preparation. Preparation and painting shall conform to all requirements and provisions specified in Division 09.

2.04 PIPING APPURTENANCES AND MISCELLANEOUS MATERIALS

- A. General: Piping appurtenances shall be made of the materials specified. All appurtenances not designated as to type shall be subject to approval of ENGINEER.
- B. Rubber Expansion Joints:
 - 1. Rubber expansion joints shall be furnished and installed where shown on the Drawings and where required to eliminate vibration from equipment to piping. Expansion joints shall be the single filled-arch type as manufactured by the Mercer Rubber Company, Series 450 or 500; General Rubber Corporation; or equal. Unless otherwise specified, expansion joints shall be provided complete with control rods and rubber washers as required. Control rods shall be provided to prevent over-stress on coupling at a minimum of twice the system test pressure. The number and size of the control rods shall be sufficient for twice the test pressure, two rods minimum. Control rods are not required on suction side of aeration blowers. Expansion joints shall have integral duck and rubber flange with split backup rings and have a minimum rated working pressure of 150 psi and 20 inches Hg vacuum. Joints shall be provided with higher rated working pressures, if required to meet specified test pressures. Joints shall have a nominal laying length of 6 inches for joints sized up to 8 inches in diameter, 8 inches for joints sized up to 20 inches in diameter, and 10 inches for joints sized up to 24 inches in diameter. Tube and cover shall be of butyl rubber.
 - 2. Expansion joints on aeration piping shall be designed for 250°F temperature and shall be Mercer 500B, or equal. The expansion joint shall be made of chlorobutyl and shall have a 55 psi working pressure with flanged ends. Unless otherwise specified, expansion joints shall be provided complete with control rods and rubber washers as required. Control rods shall be provided to prevent over-stress on coupling at a minimum of twice the system test pressure. The number and size of the control rods shall be sufficient for twice the test pressure, two rods minimum. Control rods are not required on suction side of aeration blowers.
- C. Aeration Piping Couplings: Except as otherwise specified or shown on the Drawings, couplings on exterior exposed aeration piping shall be Dresser Style 38, Smith Blair 411, or equal. The couplings shall have Viton gaskets and shall allow a minimum of 1/4-inch expansion. If two or more couplings are used to provide expansion compensation, provide a harness welded to each side of the couplings, and distribute the expansion evenly over the couplings.
- D. Pipe Coupling: Pipe couplings identified on the Drawings shall be Dresser Type 38, Smith Blair 411, or equal, steel coupling. CONTRACTOR shall provide tie ears and tension ties where necessary to restrain pipe.
- E. Tension Ties: All tension ties, rod ties, and control rods shall be provided to resist a minimum 150 psi 250 psi pressure in the pipe line. CONTRACTOR shall provide tie ears to secure

- and sleeves in the forms before concrete is poured wherever needed or shown on the Drawings.
2. All piping shall be adequately supported and braced to resist thrust at bends and joints. Use base elbows, poured concrete, or rod ties. The weight of the piping shall be supported independently of connected equipment.
 3. All supports and parts shall conform to the latest requirements of ASME B31 and shall have a structural safety factor of 5. Accurate weight balance calculation shall be made by CONTRACTOR to determine the required supporting force at each hanger location and the pipe weight load at each equipment connection. CONTRACTOR shall be responsible for the installation and application of the supports. Pipe hangers shall be capable of supporting the pipe weight load in all conditions of operation. The hangers shall allow free expansion and contraction of the piping to prevent excessive stress in the piping. Where vertical movement up to 1/8 inch is anticipated, a precompressed variable spring support shall be used. Rigid hangers shall be provided with a means of vertical adjustment after erection. Where horizontal piping movements are greater than 1/2 inch, or where the hanger rod angularity from vertical is greater than 4 degrees from hot to cold position of the pipe, the hanger pipe and structural attachments shall be offset in a manner that the rod is vertical in the hot position. Hangers and supports shall be spaced in accordance with ASME B31 and as indicated in this specification. Pipe supports shall be placed before and after a valve, expansion joint, or equipment so stress will not be transferred to them.
 4. CONTRACTOR shall provide calculations of pipe supports if requested by ENGINEER.
 5. All carbon steel parts shall be furnished with all surfaces (except galvanized or stainless steel) prepared in accordance with near white grade SSPC Specification No. 10 removing all dirt, rust scale, and foreign materials. Surface preparation of all carbon steel parts shall be performed at such time during the assembly process as to preclude damage to the equipment once installed and assembled. Cleaned surfaces shall then be shop-primed. Shop-priming shall be with one coat of Tnemec N69-1255 Hi-Build Epoxoline primer, Tnemec 140-1255 Beige Pota-Pox, or equal, applied to a minimum of 5.0 mils dry thickness. Primer used shall be compatible with proposed finish coats; CONTRACTOR shall verify. It is the intent of this specification that all equipment, supports, and appurtenances shall be furnished shop primed, clean, and ready to accept finish painting by CONTRACTOR with a minimal amount of surface preparation. Preparation and painting shall conform to all requirements and provisions specified in Division 09.
 6. The following maximum spacings shall be provided for supports:

MAXIMUM HORIZONTAL PIPE HANGER AND SUPPORT SPACING

Nominal Pipe or Tube Size	Copper Tubing		Ductile Iron (See Note 1) ft	PVC/CPVC Pipe (See Note 2) ft
	Water Service ft	Vapor or Air Service ft		
1/4	5	5		
3/8	5	6		Continuous
1/2	5	6		Continuous
3/4	5	7		Continuous
1	6	8		4
1 1/4	7	9		4
1 1/2	8	10		4
2	8	10		4
2 1/2	9	10		4

location of piping for other purposes or other equipment and shall be run with regard to the requirements of each service.

12. Piping shall not interfere with headroom or clear floor space. Unless otherwise shown, piping shall run exposed in buildings, except in finished areas. Unless otherwise shown, small water piping in finished areas shall be concealed in interior walls, above suspended ceilings, or under floors where possible. Water piping shall not be installed in exterior walls, unless otherwise shown or noted on the Drawings. Joints shall not be used under floor slabs. Unless otherwise shown, piping under floor slabs shall clear floor slabs or footings by a minimum of 6 inches. Pipes under floors shall have a minimum of 6 inches of sand cover. Plates shall be provided on all uncovered pipes passing through floors, walls, and ceilings constructed of materials other than poured concrete. Plates shall be on exposed sides and shall be chrome-plated, spring and snap type.
13. Except for flanged piping, an ample number of standard weight ground joint unions and a shutoff valve shall be provided in all pipelines and at all equipment. CONTRACTOR shall provide 3/8-inch tapped and plugged connections in suction and discharge of all pumps for testing.
14. The appropriate number, size, and lengths of spool pieces and flange fillers needed for plumbing and leveling any existing piping shall be included in the price bid.
15. The locations and elevations of existing piping are approximate. Any changes in the pipe location or elevation shall be reviewed by ENGINEER.
16. CONTRACTOR shall submit shop drawings showing new pipe routing and existing pipe removal. CONTRACTOR shall be responsible for final pipe routing and shall route new piping as required to minimize conflicts. Piping shown on the Drawings is approximate only. Not all existing piping, conduit, equipment, etc., are shown on the Drawings. CONTRACTOR shall field-verify locations. CONTRACTOR shall reroute existing piping, conduit, etc., as indicated or as required to install new piping or equipment. CONTRACTOR shall remove and relocate existing pipe supports as required to install new piping. CONTRACTOR shall provide all piping, fittings, flange fillers, and other appurtenances as required to provide functional system at no additional cost to OWNER.

3.03 FIELD QUALITY CONTROL

- A. CONTRACTOR shall include the cost of all testing, cleaning, and disinfection in the price Bid.
- B. All work shall be inspected, tested, and approved by the appropriate authorities and in accordance with federal, state, and local rules and regulations. All work shall also be tested as specified in this section. Unless indicated by ENGINEER in writing before testing begins, all tests shall be witnessed by ENGINEER and others as necessary. Test results shall be recorded, and reports or appropriate certificates shall be submitted to ENGINEER in triplicate.
- C. All new piping shall be tested. All piping, interior or exposed, shall be subject to test before being covered with insulation or paint. All piping and appurtenances shall be watertight or airtight and free from visible leaks.
- D. All piping shall be flushed or blown out after installation and prior to testing. CONTRACTOR shall provide all necessary piping connections, water, air, test pumping equipment, water meter, bulkheads, valves, pressure gauge and other equipment, materials, and facilities

ADDENDUM NO. 1

PROJECT MANUAL

WEST HICKMAN CREEK WASTEWATER TREATMENT PLANT
AERATION BLOWER IMPROVEMENTS
BID NUMBER 64-2019
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, KENTUCKY

Note: Change in Pre-Bid Meeting Time.

Bids will be received until 2 P.M., local time, June 18, 2019.

This Addendum to the Project Manual is issued to modify, explain, or correct the original Project Manual and is hereby made part of the Contract Documents. Insert the number of this Addendum in the blank space provided in the Bid, page P-3.

A. DIVISION 00-BIDDING AND CONTRACTING REQUIREMENTS

1. PART I ADVERTISEMENT FOR BIDS

a. Page AB-5, Paragraph 12

CHANGE prebid meeting time to June 7, 2019 at 1 P.M.

**BIDDERS MUST ACKNOWLEDGE RECEIPT OF THIS ADDENDUM IN THE
SPACE PROVIDED IN THE BID FORM**

Dated at Lexington, Kentucky
May 31, 2019

STRAND ASSOCIATES, INC.®
1525 Bull Lea Road, Suite 100
Lexington, KY 40511



ADDENDUM NO. 2

PROJECT MANUAL

WEST HICKMAN CREEK WASTEWATER TREATMENT PLANT
AERATION BLOWER IMPROVEMENTS
BID NUMBER 64-2019
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, KENTUCKY

Note: Change in Bid Date.

Bids will be received until 2:00 P.M., local time, **June 19, 2019.**

This Addendum to the Project Manual is issued to modify, explain, or correct the original Project Manual and is hereby made part of the Contract Documents. Insert the number of this Addendum in the blank space provided in the Bid, page P-3.

A. DIVISION 00—BIDDING AND CONTRACTING REQUIREMENTS

1. PART I ADVERTISEMENT FOR BIDS

a. Page AB-2, Paragraph 1

CHANGE bid opening date from "June 18, 2019" to "June 19, 2019."

b. Page AB-3, Paragraph 8

CHANGE bid opening date from "June 18, 2019" to "June 19, 2019."

c. Page AB-4, Paragraph 8

CHANGE bid opening date from "June 18, 2019" to "June 19, 2019."

d. Page AB-5, Paragraph 13

DELETE Paragraph 13 in its entirety.

2. PART VI CONTRACT AGREEMENT

a. Page CA-3, Paragraph 9

DELETE Paragraph 9 and replace with the following:

"9. DISPUTES

Except as otherwise provided in this Agreement, any dispute hereunder may be resolved by agreement of the OWNER's Agent (Charles H. Martin, P.E., Director of Water Quality) and the CONTRACTOR. In the absence of such an agreement, the dispute shall be submitted to the OWNER's Commissioner, Department of Environmental Quality and Public Works, whose decision shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith. Pending a final decision of a dispute hereunder, the CONTRACTOR shall proceed diligently with the performance of the Agreement in accordance with the directions of the OWNER."

ADDENDUM NO. 3

PROJECT MANUAL

WEST HICKMAN CREEK WASTEWATER TREATMENT PLANT
AERATION BLOWER IMPROVEMENTS
BID NUMBER 64-2019
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, KENTUCKY

Note: Change in Bid Date.

Bids will be received until 2:00 P.M., local time, **June 21, 2019.**

This Addendum to the Project Manual is issued to modify, explain, or correct the original Project Manual and is hereby made part of the Contract Documents. Insert the number of this Addendum in the blank space provided in the Bid, page P-3.

A. DIVISION 00—BIDDING AND CONTRACTING REQUIREMENTS

1. PART I ADVERTISEMENT FOR BIDS

a. Page AB-2, Paragraph 1

CHANGE bid opening date from "June 19, 2019" to "June 21, 2019."

b. Page AB-3, Paragraph 8

CHANGE bid opening date from "June 19, 2019" to "June 21, 2019."

c. Page AB-4, Paragraph 8

CHANGE bid opening date from "June 19, 2019" to "June 21, 2019."

B. SPECIFICATIONS

1. DIVISION 40—PROCESS INTERCONNECTIONS

a. Page 40 23 10-3, SECTION 40 23 10—PIPING AND APPURTENANCES,
PART 2—PRODUCTS, Paragraph No. 2.03.B.1

REPLACE the first sentence with the following:

"Except as otherwise specified, shutoff valves in air lines 3 inches or larger shall be DeZURIK BHP, or equal, 150 psi, ASTM A516 carbon steel body, PTFE/Titanium reinforced seat suitable for air at a temperature of 450 degrees F, 316 stainless steel disc, 2205 duplex stainless steel shaft, adjustable packing shall be multiple v-ring PTFE or braided carbon graphite including anti-extrusion ring, wafer butterfly valves."