



March 28, 2014

Ms. Theresa Maynard
Senior Buyer
Lexington-Fayette Urban County Government
Room 338, Government Center
200 East Main Street
Lexington, Kentucky 40507

RE: Invitation to Bid #54-2014 Construction Materials Sampling, Testing & Special Inspections

Dear Ms. Maynard:

S&ME, Inc., an employee owned Consulting Engineering Firm with a Lexington office located at 2020 Liberty Road, Suite 105, is please to respond to the **LFUCG** Invitation to Bid for construction inspection and testing. We have attached our statement of qualifications for **Construction Materials Sampling, Testing & Special Inspections**.

S&ME provides a strong and talented team of construction professionals and inspectors certified & experienced in building, roadway, and infrastructure inspection. As professionals living in the Lexington community we have a vested interest in the development of our community's infrastructure. Our goal is to provide the public and our local citizens with safe and functional public structures, venues, and access corridors. The **S&ME** team has provided the requested services for many years to **LFUCG**.

S&ME is prequalified with the Kentucky Transportation Cabinet in the areas of Construction Project Supervision. Our teams of professionals are certified under the International Code Council (ICC), National Institute for Certification in Engineering Technologies (NICET), and Kentucky Transportation Cabinet Materials. Our experience with local and commercial projects is second to none. **S&ME** has provided these services on a continuing basis on numerous Lexington projects since 1997.

S&ME hopes our statement of qualifications provided in response to the Invitation to Bid (#54-2014) will lead to strong consideration of **S&ME, Inc.** to provide construction inspection services to **LFUCG**.

Respectfully submitted,

S&ME, Inc.

Craig S. Lee, P.E.
Vice President
clee@smeinc.com

D. Randy Travis, ICC Special Inspector
Construction Services Manager
rtravis@smeinc.com

INVITATION TO BID

Bid Invitation Number: #54-2014

Date of Issue: 3/11/14

Sealed bids will be received in the office of the Division of Central Purchasing, 200 East Main Street, Lexington, Kentucky, until **2:00 PM**, prevailing local time on **3/25/2014**. Bids must be received by the above-mentioned date and time. Mailed bids should be sent to:

**Division of Central Purchasing
200 East Main Street, Room 338
Lexington, KY 40507, (859) 258-3320**

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

All bids must have the company name and address, bid invitation number, and the commodity/service on the outside of the envelope.

Bids are to include all shipping costs to the point of delivery located at: West Hickman WWTP

Bid Security Required: ___ Yes X No Performance Bond Required: ___ Yes X No
Cashier Check, Certified Check, Bid Bond (Personal checks and company checks will not be acceptable).

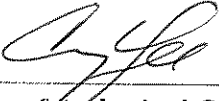
Quantity	Commodity/Service
Price Contract	Construction Materials Sampling, Testing, & Special Inspections

<p style="text-align: center;"><u>Check One:</u></p> <p><input checked="" type="checkbox"/> Bid Specifications Met</p> <p><input type="checkbox"/> Exceptions to Bid Specifications. <i>Exceptions shall be itemized and attached to bid proposal submitted.</i></p>	<p style="text-align: center;"><u>Proposed Delivery:</u></p> <p>_____ days after acceptance of bid.</p>
---	--

<u>Procurement Card Usage</u>
<p><input checked="" type="checkbox"/> Yes The Lexington-Fayette Urban County Government will be using Procurement Cards to purchase goods and services and also to make payments. Will you accept Procurement Cards?</p> <p><input type="checkbox"/> No</p>

Submitted by: S&ME, Inc.
Firm
2020 Liberty Road, Suite 105
Address
Lexington, Kentucky 40505
City, State & Zip

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



Signature of Authorized Company Representative – Title
Craig S. Lee, P.E., Vice President

Representative's Name (Typed or printed)
(859) 293-5518 (859) 299-2481
Area Code - Phone – Extension *Fax #*
clee@smeinc.com
E-Mail Address

The Affidavit in this bid must be completed before your firm can be considered for award of this contract.



Lexington-Fayette Urban County Government
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Gray
Mayor

William O'Mara
Commissioner

ADDENDUM #1

Bid Number: 54-2014

Date: March 24, 2014

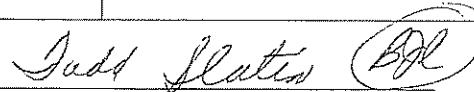
Subject: Construction Materials Sampling, Testing,
and Special Inspections

Please address inquiries to:
Betty Landrum @
bettyb@lexingtonky.gov

TO ALL PROSPECTIVE BIDDERS:

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

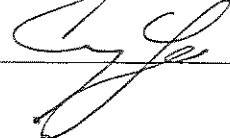
Questions	Answers
A question with regard to the pricing spreadsheet. A number of the tests that are listed as a per unit item are things we perform as part of our hourly fee without additional charges. I am referring to the concrete field tests, making of mortar cubes, and the moisture testing of soils and aggregate.	SEE ATTACHED REVISED SECTION II - BID MUST BE SUBMITTED USING THIS FORM OR BID WILL NOT BE ACCEPTED
Additionally the bid does refer to paying technician overtime which implies that we will be invoicing on an hourly basis for field work rather than on a per test basis.	
A clarification is needed on how we will be invoicing for field work - per hour or per test - and if per hour how we need to itemize the tests that have no additional cost associated with them.	

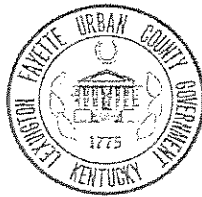

Todd Slatin, Director
Division of Central Purchasing

All other terms and conditions of the Bid and specifications are unchanged. This letter should be signed, attached to and become a part of your Bid.

COMPANY NAME: SEME, INC.

ADDRESS: 2020 LIBERTY ROAD, SUITE 105, LEX, KY 40505

SIGNATURE OF BIDDER: 



Lexington-Fayette Urban County Government
DEPARTMENT OF FINANCE & ADMINISTRATION

Jan Gray
Mayor

William O'Mara
Commissioner

ADDENDUM #2

Bid Number: 54-2014

Date: March 24, 2014

Subject: Construction Materials Sampling, Testing,
and Special Inspections

Please address inquiries to:
Betty Landrum @
bettyb@lexingtonky.gov

TO ALL PROSPECTIVE BIDDERS:

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

**Bid Opening Date has been changed to Friday, March 28, 2014,
same time and location.**



Todd Slatin, Director
Division of Central Purchasing

All other terms and conditions of the Bid and specifications are unchanged. This letter should be signed, attached to and become a part of your Bid.

COMPANY NAME: S&ME, INC.

ADDRESS: 2020 LIBERTY ROAD, SUITE 105, LCX, KY 40505

SIGNATURE OF BIDDER: 



Firm Qualifications

OFFICE LOCATION AND CONTACT INFORMATION

S&ME's local office is located at 2020 Liberty Road, in Suite 105. Mr. Craig S. Lee, P.E. is S&ME's Branch Manager and Senior Engineer. Mr. Lee can be contacted at 859-293-5518 or via E-mail at clee@smeinc.com. Mr. D. Randy Travis is S&ME's Construction Materials and Testing Manager. Mr. Travis can be reached at the same phone number or via E-mail rtravis@smeinc.com.

FIELD PERSONAL ACCREDITATION

Our Special Inspectors and Field Technicians are certified using the National Institute for Certification in Engineering Technologies (NICET) accreditation process and the International Code Council (ICC) testing. Our personnel also are certified in Kentucky Transportation Cabinet (KYTC) Grade and Drain I & II and Kentucky Ready Mix Association, American Concrete Institute (ACI) I and II.

LABORATORY ACCREDITATION

In addition to S&ME's own Quality System Manual that encompasses specific training, equipment, record keeping, and audit requirements, S&ME also participates in the American Association of State Highway and Transportation Officials (AASHTO) Accreditation Program through the laboratory inspection and sample proficiency program performed by AASHTO Materials Reference Laboratory (AMRL) and the Cement and Concrete Reference Laboratory (CCRL) of the National Bureau of Standards. S&ME's fully equipped laboratory is located on-site at our Lexington office and has the following certifications and accreditations that exceed the minimum qualification requirements:

- AASHTO
- AMRL Accredited Laboratory
- US Army Corp of Engineers certified laboratory
- Kentucky Transportation Cabinet pre-qualified laboratory
- Indiana Department of Transportation accredited laboratory
- AASHTO R-18 Quality Systems (accredited since 4/1/2000)
- ASTM Standard E329 (Aggregate, Concrete, and Soil)
- ASTM Standard D3740 (Soils)
- ASTM Standard C1077 (Concrete)

CONSTRUCTION MATERIALS SAMPLING, TESTING, & SPECIAL INSPECTIONS SERVICES

ASPHALT

Asphalt field and laboratory testing services can be performed to document that your asphalt pavement system is constructed in accordance with the project plans and specifications. We provide:

- Asphalt designs and mix verifications
- Batch plant testing to assess aggregate gradation, bitumen content, bulk specific gravity, stability and flow
- Field observations of compaction procedures and mix temperatures
- Measurement of thickness and compaction through core samples and nuclear density procedures

CONCRETE

S&ME can provide complete review of concrete batching operations, placement and curing procedures. We perform testing and inspection in accordance with recommended ACI and American Society for Testing and Materials (ASTM) standards. Our staff of engineers and special inspectors can:

- Observe and document concrete placement conditions
- Sample fresh concrete on site for air content, slump, temperature and unit weight

- Make cylinders and beams for strength tests
- Evaluate hardened in-place concrete where deficiencies are suspected and recommend repairs, procedures, and materials
- Perform non-destructive testing of in-place concrete
- Inspections of reinforcing steel

SOILS

Soil testing services can make a major contribution to facility performance and keep costs in check by identifying potential site problems early. We can observe subgrade preparation, grading, and utility installation at your site and perform laboratory and on-site testing to:

- Evaluate the suitability of on-site and off-site borrow soils for structural fill
- Assess the need for moisture conditioning
- Suggest alternatives for construction equipment and procedures
- Evaluate the need for drainage, undercutting, stabilization, or geotextiles as potential solutions for problem subgrade soils
- Provide an overview of grading activities and specifications
- Monitor the contractors performance and adherence to project specifications by performing in-place density testing

FOUNDATIONS

Your project needs a solid beginning. Our geotechnical engineers and experienced senior special inspectors working under these professionals can provide testing and evaluations to:

- Document the contractor has reached the bottom of the foundation elevation, and the foundations are sized as specified
- Suggest alternatives for construction equipment and procedures
- Evaluate the need for drainage, undercutting, stabilization, or geotextiles as potential solutions for problem subgrade soils
- Evaluate bearing capacity of soil and rock

METALS AND NON-DESTRUCTIVE TESTING

Our engineers and special inspectors are certified in major areas of testing and inspection, by the American Society of Nondestructive Testing, the American Society of Steel Construction and, the American Society of Mechanical Engineers (ASME) Boiler and Pressure Vessel Code. We can:

- Review structural steel for plumbness, alignment verification, bolt tension, and welded connections
- Conduct fabrication shop inspections
- Determine thickness of metals, paints and other materials
- Conduct field testing of shear studs and observation of metal decking attachments
- Locate reinforcing steel in hardened concrete, using high frequency radar, magnetics, and radiography
- Analyze failures by conducting Impact Echo, Ultrasonic Pulse Velocity, Slab Impulse Response, or Ground Penetrating Radar
- Provide metallurgical and corrosion analysis

PIPE INSTALLATION AND OBSERVATION

Our construction inspectors have a long history of monitoring the installation of water, storm water, and waste water piping within Fayette County. We have observed pipe installation in most of the new subdivisions developed within the last ten years. Our field technicians are qualified to observe installations and can:

- Document the depth and slope of pipe excavations
- Document the bedding and backfill of installed piping
- Document the pipe alignment and fitting of the installed piping
- Observe and document the pressure testing of piping and manholes

AFFIDAVIT

Comes the Affiant, Craig S. Lee, P.E., Vice President, and after being first duly sworn under penalty of perjury as follows:

1. His/her name is Craig S. Lee, P.E., Vice President and he/she is the individual submitting the bid or is the authorized representative of

S&ME, 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 "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.



STATE OF Kentucky

COUNTY OF Fayette

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

by Craig Lee on this the 28th day
of March, 2014.

My Commission expires: 2/2/15

MICHELLE FISHER
NOTARY PUBLIC, STATE AT LARGE
ID# 436210
MY COMMISSION EXPIRES 2-2-15



NOTARY PUBLIC, STATE AT LARGE

Please refer to Section II. Bid Conditions, Item "U" prior to completing this form.

GENERAL PROVISIONS OF BID CONTRACT

By signing the below, bidder acknowledges that it understands and agrees with the following provisions related to its bid response and the provision of any goods or services to LFUCG upon selection by LFUCG pursuant to the bid request:

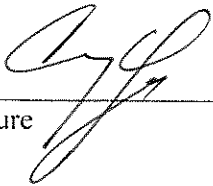
1. Bidder shall comply with all Federal, State & Local regulations concerning this type of service or good.
2. Failure to submit ALL forms and information required by LFUCG may be grounds for disqualification.
3. Addenda: All addenda, if any, must be considered by the bidder in making its response, and such addenda shall be made a part of the requirements of the bid contract. Before submitting a bid response, it is incumbent upon bidder to be informed as to whether any addenda have been issued, and the failure of the bidder to cover any such addenda may result in disqualification of that response.
4. Bid Reservations: LFUCG reserves the right to reject any or all bid responses, to award in whole or part, and to waive minor immaterial defects in proposals. LFUCG may consider any alternative proposal that meets its basic needs.
5. Liability: LFUCG is not responsible for any cost incurred by bidder in the preparation of its response.
6. Changes/Alterations: Bidder may change or withdraw a proposal at any time prior to the opening; however, no oral modifications will be allowed. Only letters, or other formal written requests for modifications or corrections of a previously submitted proposal which is addressed in the same manner as the bid response, and received by LFUCG prior to the scheduled closing time for receipt of bids, will be accepted. The bid response, when opened, will then be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope which is plainly marked "modifications of bid response".
7. Clarification of Submittal: LFUCG reserves the right to obtain clarification of any point in a bid or to obtain additional information from any bidder.
8. Bribery Clause: By his/her signature on its response, bidder certifies that no employee of his/hers, any affiliate or subcontractor, has bribed or attempted to bribe an officer or employee of the LFUCG.
9. Additional Information: While not necessary, the bidder may include any product brochures, software documentation, sample reports, or other documentation that may assist LFUCG in better understanding and evaluating the bid response. Additional documentation shall not serve as a substitute for other documentation which is required by the LFUCG to be submitted with the bid response.
10. Ambiguity, Conflict or other Errors: If a bidder discovers any ambiguity, conflict, discrepancy, omission or other error in the bid request of LFUCG, it shall immediately notify LFUCG of such

error in writing and request modification or clarification of the document if allowable by the LFUCG.

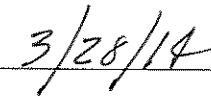
11. Agreement to Bid Terms: In submitting its bid response, the bidder agrees that it has carefully examined the specifications and all provisions relating to LFUCG's bid request, including but not limited to the bid contract. By submission of its bid response, bidder states that it understands the meaning, intent and requirements of LFUCG's bid request and agrees to the same. The successful bidder shall warrant that it is familiar with and understands all provisions herein and shall warrant that it can comply with them. No additional compensation to bidder shall be authorized for services, expenses, or goods reasonably covered under these provisions that the bidder omits from its bid response.
12. Cancellation: **see Section 6 – GENERAL CONSIDERATIONS in the attached Engineering Services Agreement.**
13. Assignment of Contract: The selected bidder(s) shall not assign or subcontract any portion of the bid contract with LFUCG without the express written consent of LFUCG. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that LFUCG shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of LFUCG – **see Section 6.4 in the attached Engineering Services Agreement.**
14. No Waiver: No failure or delay by LFUCG in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by LFUCG in exercising any right, remedy, power or privilege under or in respect of this bid proposal or bid contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.
15. Authority to do Business: Each bidder must be authorized to do business under the laws of the Commonwealth of Kentucky and must be in good standing and have full legal capacity to provide the goods or services specified in the bid proposal. Each bidder must have all necessary right and lawful authority to submit the bid response and enter into the bid contract for the full term hereof including any necessary corporate or other action authorizing the bidder to submit the bid response and enter into this bid contract. If requested, the bidder will provide LFUCG with a copy of a corporate resolution authorizing this action and/or a letter from an attorney confirming that the proposer is authorized to do business in the Commonwealth of Kentucky. All bid responses must be signed by a duly authorized officer, agent or employee of the bidder.
16. Governing Law: This bid request and bid contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this matter, the bidder agrees that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division and that the bidder expressly consents to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to these matters or any rights or obligations arising thereunder.
17. Ability to Meet Obligations: Bidder affirmatively states that there are no actions, suits or proceedings of any kind pending against bidder or, to the knowledge of the bidder, threatened against the bidder before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or

ability of bidder to perform its obligations under this bid response or bid contract, or which question the legality, validity or enforceability hereof or thereof.

18. Bidder understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Bidder is an independent contractor at all times related to the bid response or bid contract.
19. If any term or provision of this bid contract shall be found to be illegal or unenforceable, the remainder of the contract shall remain in full force and such term or provision shall be deemed stricken.



Signature



Date

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 sub-contractor 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.

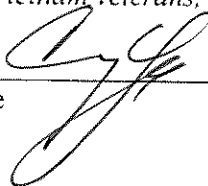
The Lexington-Fayette Urban County Government practices Equal Opportunity in recruiting, hiring and promoting. It is the Government's intent to affirmatively provide employment opportunities for those individuals who have previously not been allowed to enter into the mainstream of society. Because of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

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

Bidders

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

Signature



S&ME, Inc.

Name of Business

WORKFORCE ANALYSIS FORM

Name of Organization: _____ Date: ____ / ____ / ____

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

Prepared by: SEE ATTACHED *[Signature]* Vice President
Name & Title

CO= P501880
 UI= P501880

EQUAL EMPLOYMENT OPPORTUNITY
 2013 EMPLOYER INFORMATION REPORT
 CONSOLIDATED REPORT - TYPE 2

SECTION B - COMPANY IDENTIFICATION

1. S&ME INC
 3201 SPRING FOREST ROAD
 RALEIGH, NC 27616

SECTION C - TEST FOR FILING REQUIREMENT

2.a. S&ME INC
 3201 SPRING FOREST ROAD
 RALEIGH, NC 27616

1-Y 2-N 3-Y DUNS NO.:790062392

SECTION D - EMPLOYMENT DATA

JOB CATEGORIES	HISPANIC OR LATINO		***** MALE *****										***** FEMALE *****					OVERALL TOTALS
	MALE	FEMALE	WHITE	BLACK OR AFRICAN AMERICAN	NATIVE HAWAIIAN OR PACIFIC ISLANDER	ASIAN	AMERICAN INDIAN OR ALASKAN NATIVE	TWO OR MORE RACES	WHITE	BLACK OR AFRICAN AMERICAN	NATIVE HAWAIIAN OR PACIFIC ISLANDER	ASIAN	AMERICAN INDIAN OR ALASKAN NATIVE	TWO OR MORE RACES				
EXECUTIVE/SR OFFICIALS & MGRS	0	0	27	0	0	0	0	0	0	2	0	0	0	0	0	0	0	29
FIRST/MID OFFICIALS & MGRS	2	0	64	0	1	2	0	0	0	8	0	0	0	0	0	0	0	77
PROFESSIONALS	4	1	254	7	0	4	0	0	1	49	0	0	0	0	0	0	0	322
TECHNICIANS	8	0	240	38	1	3	1	2	21	2	0	0	0	0	0	0	1	317
SALES WORKERS	0	0	5	2	0	0	1	0	7	1	0	0	0	0	0	0	0	16
ADMINISTRATIVE SUPPORT	0	3	1	0	0	0	0	0	75	8	0	0	0	0	0	0	0	87
CRAFT WORKERS	0	0	28	0	0	0	0	0	0	0	0	0	0	0	0	0	0	28
OPERATIVES	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
LABORERS & HELPERS	1	0	20	1	0	0	2	0	0	0	0	0	0	0	0	0	0	24
SERVICE WORKERS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL	15	4	639	48	2	9	4	3	162	11	0	2	0	0	0	0	1	900
PREVIOUS REPORT TOTAL	11	5	650	44	1	8	3	3	167	13	0	2	0	0	0	0	2	909

SECTION F - REMARKS

DATES OF PAYROLL PERIOD: 09/01/2013 THRU 09/14/2013
 SECTION G - CERTIFICATION
 CERTIFYING OFFICIAL: ROSEMARY S. THOMPSON
 EEO-1 REPORT CONTACT PERSON: NATHAN POWERS
 EMAIL: npowers@smeinc.com
 TITLE: VICE PRESIDENT HUMAN RESOURCES
 TITLE: HR MANAGER
 TELEPHONE NO: 9198722660
 CERTIFIED DATE[EST]: 09/18/2013 02:55 PM



EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION POLICY


It is, has been, and will continue to be the policy of S&ME, Inc. (S&ME) to provide equal employment opportunity without regard to race, color, age, religion, sex, national origin, disability or veterans. Further, it is the policy of this Company to undertake affirmative action in compliance with all federal, state, and local requirements. I wish to take this opportunity to issue a formal reaffirmation of this policy and to assure each applicant, employee and party with whom we do business of my personal commitment to our equal opportunity and affirmative action objectives.

Our continued success depends heavily on the full and effective utilization of qualified persons. I will continue to direct our employment practices toward ensuring equal opportunity for all. The Company intends that all matters related to recruiting, hiring, training, compensation, benefits, promotions, transfers, terminations and layoffs and recalls, as well as all company-sponsored social and recreational programs and all treatment on the job be free of unlawful discriminatory practices.

As a government contractor we are obliged to keep records, make reports to the federal government, develop written Affirmative Action Programs and otherwise document the results of our good faith efforts to ensure equality of employment opportunity at S&ME.

While, S&ME President, I retain the overall responsibility for S&ME's Equal Employment Opportunity and Affirmation Action Programs. The administration and implementation of these important programs for women, minorities, disabled persons, disabled veterans and veterans of the Vietnam Era are the responsibility of Rosemary S. Thompson, the Equal Opportunity Officer. I ask that each manager and supervisor join me in full support of the principles of equal opportunity and affirmative action. Violation of this policy is a disciplinable offense.

Pursuant to this policy, any person desiring to inspect or to voluntarily participate in S&ME, Inc's affirmative action plan for the disabled or covered veterans should contact the Human Resources office between 9:00am and 4:00pm, Monday through Friday. Information provided by employees or applicants participating in the plan(s) will be on a voluntary basis and kept confidential. Refusal to submit this information or participate in the plan(s) will not result in detrimental treatment.



Randall A. Neuhaus
S&ME President

Dated: January 1, 2014



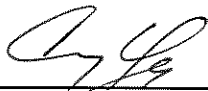
LFUCG MWDBE PARTICIPATION FORM
Bid/RFP/Quote Reference # 54-2014 Construction Materials
Sampling, Testing, & Special Inspections

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

MWDBE Company, Name, Address, Phone, Email	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1. Hall-Harmon Engineers Inc. 1081 Dove Run Rd. Suite 203 Lexington, KY 40502 859-269-3150 Kitty.Hall-Harmon@HHEnet.com	Field Technician	Task Order Specific	10%
2. Horn & Associates Inc. 216 North Main Street Winchester, KY 40391-9238 859-744-2232 dhorn@hormandassociates.com	Project Engineer, Geotechnical Engineer	Task Order Specific	10%

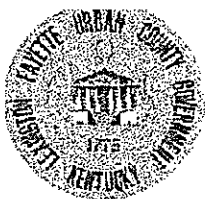
The undersigned company representative submits the above list of MWDBE firms to be used in accomplishing the work contained in this Bid/RFP/Quote. Any misrepresentation may result in the termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and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

S&ME, Inc.
Company


Company Representative

3/24/14
Date

Vice President
Title



MWDBE QUOTE SUMMARY FORM

Bid/RFP/Quote Reference #54-2014 Construction Materials Sampling, Testing, & Special Inspections

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

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

MWDBE: Company Address	Contact Person	Contact Information (work phone, Email, cell)	Date Contacted	Services to be performed	Method of Communication (email, phone meeting, ad, event Ctc)	Total dollars \$ Do Not Leave Blank (Attach Documentation)	MBE * AA HA AS NA Female
Hall-Harmon Engineers Inc. 1081 Dove Run Rd. Suite 203 Lexington, KY 40502 859-269-3150 Harmon@HHEnet.com	Kitty Hall	859-269-3150	3-17 /3-27	Project Engineer	Phone / E-mail	No Quote; Hourly Rates	MBE
Horn and Associates 216 North Main Street Winchester, KY 40391-9238 dhorn@hornandassociates.com	David	859-744-2232	3-17 /3-27	Project Engineer	Phone / E-mail	No Quote; Hourly Rates	HUBZone

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

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

SOME
Company

[Signature]
Company Representative

3/28/14
Date

Vice President
Title

LFUCG STATEMENT OF GOOD FAITH EFFORTS

Bid/RFP/Quote # _____

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

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

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

_____ Attended LFUCG Central Purchasing Economic Inclusion Outreach event

Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs of subcontracting opportunities

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

_____ Requested a list of MWDBE subcontractors or suppliers from LFUCG Economic Engine and showed evidence of contacting the companies on the list(s).

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

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

Followed up initial solicitations by contacting MWDBEs to determine their level of interest.

Provided the interested MWDBE firm with adequate and timely information about the plans, specifications, and requirements of the contract.

Selected portions of the work to be performed by MWDBE firms in order to increase the likelihood of meeting the contract goals. This includes, where

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

- _____ Negotiated in good faith with interested MWDBE firms not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.
- _____ Included documentation of quotations received from interested MWDBE firms which were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.
- _____ Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a MWDBE quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE goals.
- _____ Made an effort to offer assistance to or refer interested MWDBE firms to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal
- _____ Made efforts to expand the search for MWDBE firms beyond the usual geographic boundaries.
- _____ Other - any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE participation.

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

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

SIME INC

Company

3/28/14

Date

[Signature]

Company Representative

Vice President

Title



2020 Liberty Road, Suite 105, Lexington, Kentucky 40505

Project Team Qualifications

NAME	Position	Office Location	Contact Number	Qualifications
Lee, Craig	Vice President	Lexington, KY	859-293-5518	P.E., Geotechnical, 30 Years of Experience
Young, Joe	Project Manager	Lexington, KY	859-433-6692	P.E., Geotechnical, 16 Years of Experience
Fiehler, Andy	Project Engineer	Lexington, KY	859-230-4004	P.E., Geotechnical, 14 Years of Experience
Leake, Bill	Project Engineer	Lexington, KY	859-229-5835	P.E., Civil, 52 Years of Experience
Galavotti, Michael	Project Engineer	Lexington, KY	859-509-4994	P.E., Civil, 23 Years of Experience
Merriman, Mike	Project Engineer	Lexington, KY	859-519-9910	P.E., Civil, 37 Years of Experience
Newman, Dexter	Project Engineer	Lexington, KY	859-983-9445	P.E., Civil, 28 Years of Experience
Bennett, Steve	Laboratory Manager	Lexington, KY	859-621-2856	NICET Level I Geotechnical Engineering Technology - Construction & Construction Materials Testing - Concrete NICET Level II Geotechnical Engineering Technology - Generalist NICET Level III Construction Materials Testing - Concrete & Transportation Engineering Technology - Highway Materials
Travis, Randy	CMT Manager	Lexington, KY	859-509-3913	Special Inspector, Certified Project Manager
Hall, Charles	Master Special Inspector	Lexington, KY	859-321-4488	ICC Master Special Inspector, Certified Project Manager
Smith, Scott	Special Inspector	Lexington, KY	859-533-6157	Special Inspector, Certified Project Manager
Oney, Harold	Special Inspector	Lexington, KY	859-983-9445	Special Inspector, Certified Project Manager
Pennington, Chris	Inspector Supervisor	Lexington, KY	859-983-9447	Special Inspector, NICET II Soils
Adams, Bill	Laboratory Technician	Lexington, KY	859-509-4998	ACI Concrete Strength; NICET Geotechnical Engineering Technology - Laboratory Level I; NICET Construction Materials Testing - Soils Level I; NICET Construction Materials Testing- Concrete Level I
Baber, Jerry	Laboratory Technician	Lexington, KY	270-535-5423	EIT
Baird, Steven	Special Inspector	Lexington, KY	859-699-6538	ICC Special Inspector, CWI
Beckham, Justin	Special Inspector	Lexington, KY	859-797-7844	EIT, ICC Special Inspector
Bowman, Scott	Special Inspector	Lexington, KY	859-533-9998	ICC Special Inspector

Carter, Thaddeus	Special Inspector	Lexington, KY	502-727-3814	ICC Special Inspector
------------------	-------------------	---------------	--------------	-----------------------



2020 Liberty Road, Suite 105, Lexington, Kentucky 40505

Project Team Qualifications

NAME	Position	Office Location	Contact Number	Qualifications
Clements, Dean	Field Technician	Lexington, KY	859-270-8827	ACI Tech, All KYTC Certifications
Crouse, David	Special Inspector	Lexington, KY	859-494-5353	KYTC Level II Concrete; PCI Level I and II precast Inspector; ACI Field Level I
Folsom, Jacob	Laboratory Technician	Lexington, KY	859-533-3488	NICET Level II Geotechnical Engineering Technology - Lab; ACI Concrete Strength Testing
Glass, Mike	Special Inspector	Lexington, KY	859-539-2594	ICC Special Inspector, NICET Level II Soils and Concrete
Hale, Jonathan	Special Inspector	Lexington, KY	859-509-5852	EIT, ICC Special Inspector
Hamilton, Dave	Field Technician	Lexington, KY	859-469-2688	
Humble, Victor	Master Special Inspector	Lexington, KY	859-519-8088	ICC Master Special Inspector, ACWI
Kirkpatrick, Chris	Special Inspector	Lexington, KY	859-229-2208	ICC Special Inspector
Pope, Rory	Special Inspector	Lexington, KY	859-536-0954	ACI, PCI Level I & II
Puckett, Chisa	Laboratory Technician	Lexington, KY	859-509-6529	ACI Field Testing Technician, ACI Concrete Strength Testing; NICET Level III Construction Materials Testing - Soils & Construction Material Testing - Concrete; NICET Level I Transportation Engineering Technology - Highway Materials
Rayburn, Rodger	Special Inspector	Lexington, KY	859-519-8977	KYTC Grade and Drain I & II, SuperPave Technician
Rehner, Dan	Special Inspector	Lexington, KY	859-509-4995	EIT, ACI, PCI Level I & II
Ritchie, Chad	Field Technician	Lexington, KY	859-699-6730	ACI Technician
Stump, Ricky	Special Inspector	Lexington, KY	859-533-1792	ACI Technician
Tolley, Robert	Special Inspector	Lexington, KY	859-509-3913	ICC Special Inspector
Watson, Nicole	Special Inspector	Lexington, KY	606-305-9848	ACI, KRMCA II, SuperPave Technician
Wilson, Justin	Special Inspector	Lexington, KY	606-305-9848	EIT, ICC Special Inspector

Request for Qualifications and Fee Proposal
for
Construction Materials Sampling, Testing, & Special Inspections
Consent Decree Projects

Background and Project Description

The Lexington Fayette Urban County Government (LFUCG), through its Division of Water Quality (DWQ) and in accordance with Section VII, paragraph G of the Consent Decree, has prepared a Remedial Measures Plan (RMP) to address sanitary sewer capacity and sanitary sewer overflow (SSO) issues throughout the sanitary sewer service area. The RMP includes but is not limited to:

- Construction of eight wet weather storage (WWS) facilities
- Construction or upgrade of 11 pump stations
- Improvements to both the Town Branch and West Hickman Wastewater Treatment Plants (WWTPs)

DWQ is requesting Statements of Qualifications (SOQ) and fee submittals from qualified engineering firms for professional engineering services relating to Construction Materials Sampling, Testing and Special Inspections for certain Consent Decree Projects. It is anticipated that DWQ will retain up to and not more than three professional services firms to provide these services. **Firms must be qualified for ALL of Section I before fees in Section II (Construction Materials Sampling and Testing Fee Proposal) will be evaluated.**

Contract Type

The Contract will be an Indefinite Services Delivery (ISD) contract. **There will be no guarantee of work for any selected firm or firms.**

The intent of this procurement process is to assign projects to contracted firms on a rotational basis. DWQ will assign a specific project to Firm number one resulting from the prequalification process (Section I) and submittal of fees (for the defined Construction Materials Sampling, Testing, and Special Services. The selected firm will be issued a Task Order for a specific capital project for which the identified services will be provided. As each Firm is issued a Task order for a specific project, they will then be moved to the bottom of the list and Firm number two moves up and so forth. If a Firm is offered a specific project and refuses for whatever reason, its name will be removed from the list and will not be considered for any future projects under this contract.

Contract Term

The term of this Contract will be for an initial five (5) year period with up to two (2) one-year (1) elective renewals, at the sole discretion of LFUCG. Upon request, the Firms will be allowed to submit revised unit prices at the beginning of each calendar year. Contract periods for specific capital projects may exceed the one year timeframe. In such cases the Task Order shall cover the period necessary for that specific project. No price adjustments will be made once a specific project has been initiated.

Bid Submittal:

The Bid shall be structured with four sections as follows:

Section 1 -- **Cover Letter:** Letter of Interest - One page maximum.

Section 2 -- **Firm Qualifications:** Identify the location of the local office, contact information (local office address and contacts), and required local office/laboratory accreditations and certifications - Two pages maximum.

Section 3 -- **Project Team Qualifications:** Provide a spreadsheet identifying the Project Manager, Project Engineer(s), and all field and laboratory technicians. The spreadsheet, shall for each person, identify their position, office location, contact information (cell or office phone and email address), and required qualifications - Two pages maximum.

Section 4 -- **Fee Section:** The fee section shall be completed in the attached Excel spreadsheet and the printed spreadsheet shall be submitted in a sealed envelope attached to the Bid. If Minimum Qualifications are met, the contract will then be awarded based on Total Base Bid submitted on the Excel Pricing Page. **The LFUCG's decision on the bid amount is final.**

SECTION 1

FIRM QUALIFICATIONS		
<u>Local Office / Laboratory</u> – The Firm’s local office and fully equipped laboratory shall be located in Fayette, Scott, Bourbon, Clark, Madison, Jessamine, or Woodford County.	Minimum Requirements Met	
	Yes	No
<u>Firm Laboratory</u> – The Firm’s Laboratory shall have the following certifications and accreditations:		
• AASHTO R-18: Quality Management System for Construction Materials Testing Laboratories		
• ASTM E329: Standard for Agencies Engaged in Construction Inspection Testing, and Special Inspections		
• ASTM D3740: Minimum Requirements for Agencies Engaged in Testing of Soils and Rock		
• ASTM: C1077 Standard for Agencies Engaged in Testing of Concrete and Concrete Aggregates		
• CCRL: Inspected by the Cement and Concrete Reference Laboratory		
• AMRL: Inspected by the AASHTO Materials Reference Laboratory		
• AASHTO Accreditation or Equivalent Accreditation		

PROJECT TEAM QUALIFICATIONS		
	Minimum Requirements Met	
	Yes	No
Project Manager		
<ul style="list-style-type: none"> • Engineer licensed to practice in the field of geotechnical engineering in the Commonwealth of Kentucky 		
<ul style="list-style-type: none"> • Minimum of seven (7) years of experience 		
<ul style="list-style-type: none"> • Assigned to Local Office (as defined above) 		
Project Engineer(s)		
<ul style="list-style-type: none"> • Engineer(s) licensed to practice in the field of geotechnical or civil engineering in the Commonwealth of Kentucky 		
<ul style="list-style-type: none"> • Minimum of four (4) years of experience 		
<ul style="list-style-type: none"> • Assigned to Local Office (as defined above) 		
Field Technician(s)		
<ul style="list-style-type: none"> • American Concrete Institute (ACI) Level I Certification 		
<ul style="list-style-type: none"> • National Institute for Certification of Engineering Technologies (NICET) Soils Technician Level II 		
<ul style="list-style-type: none"> • NICET Concrete Technician Level I 		
<ul style="list-style-type: none"> • Assigned to Local Office (as defined above) 		

Scope of Services

The Scope of Services shall include but not be limited to:

Field Tests

- Subgrade moisture/density (ASTM D6938)
- Engineered fill moisture/density (ASTM D6938)
- Air Content for freshly mixed concrete (ASTM C231)
- Slump Test for freshly mixed concrete (ASTM C143)
- Preparing and Curing Concrete Cylinders for Compressive Strength Testing (ASTM C31)
- Preparing and Curing Grout Cubes for Compressive Strength (ASTM C109)

Laboratory Tests

- Compressive Strength for Concrete Cylinders (ASTM C39)
- Compressive Strength for Grout (ASTM C109)
- Other Soils Tests may include
 - Moisture Content (ASTM D2216)
 - Particle Size Distribution (ASTM D422)
 - Atterberg Limits (ASTM D4318)
 - Plasticity Index (ASTM D4318)
 - Soil Classification (ASTM D2487)
 - Density-Permeability (ASTM D5084)

REVISED SECTION II

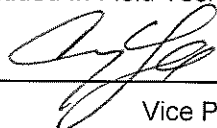
Concrete Materials Sampling and Testing Fee Proposal

No.	Description	Quantity	Unit	Unit Price	Total
1.	Field Technician Services to Include Concrete Air Tests* Concrete Slump Tests* Concrete Cylinders Made* Mortar Cubes Made*	4,160	Hourly Rate	\$45.00	\$187,200.00
2	Concrete Cylinders Broken	1,000	Each	\$15.00	\$15,000.00
3	Mortar Cubes Broken	50	Each	\$15.00	\$750.00
4	Monthly Report by PE or PM	24	Each	\$100.00	\$2,400.00
Total Base Bid					\$205,350.00

Other Prices for Tests	Quantity	Unit	Unit Price
Subgrade Moisture/Density (Soil)*	N/A		
Engineered Fill Moisture/Density (Aggregate)*	N/A		
Moisture Content (Soil)*	N/A		
Particle Size Distribution (Soil)	25	Each	\$140.00
Atterberg Limits	25	Each	\$60.00
Plasticity Index	25	Each	\$60.00
Soil Classification	25	Each	\$225.00
Density - Permeability	25	Each	\$350.00

Hourly Rates	Unit Price
Project Manager	\$100.00
Professional Engineer (P.E.)	\$100.00
Field Technician	\$45.00
Laboratory Technician	\$40.00
Clerical	\$35.00

* Included In Field Technician Services

Signed: 
 Title: Vice President
 Date: 27-Mar-14

Printed: Craig S. Lee, P.E., Vice President
 Firm: S&ME, Inc.

Special Inspections

- As directed by the Engineer

Contract Guidelines

The Engineering firm shall submit a monthly report for all field and laboratory tests. The report shall be signed / sealed by a professional engineer. The report (for concrete placement) shall as a minimum include the following information:

Concrete Sampling and Testing Reports

- Project Name
- Date and location (structure identification) of concrete placement
- Weather conditions
- Name of Technician(s)
- Name of concrete supplier
- Time of arrival on site
- Time of placement
- All sampling and test results

Other Reports

- Project name
- Date and location (structure or site identification) of test
- Weather conditions
- Name of Technician(s)
- All sampling and test results

The number and frequency of samples shall be per the Contract Documents unless otherwise directed by the Engineer. Quantities in the price proposal have been normalized for comparison only and are not indicative of any particular project.

Hourly rates are for specific requests/reports and shall be as directed in individual Task Orders by DWQ.

Proposed fees shall include the cost of supplies (including cylinder molds) and equipment necessary for the specified sampling or laboratory tests.

Field technician(s) will be expected to be present at the direction of the Engineer/Resident Project Representative (RPR, inspector). LFUCG will pay overtime at the rate of 1-1/2 times the normal hourly rate (exclusive of overhead) when concrete placement exceeds eight (8) hours per day. If the contractor works double shifts, LFUCG will not pay overtime and the testing firm will be expected to have separate technicians available to cover the required shifts. LFUCG will pay overtime (exclusive of overhead) for normal shifts that exceed 40 hours per week.

LFUCG will pay travel time one way with one trip per shift.

LFUCG will pay mileage at the current LFUCG mileage rate based upon an agreed distance with each selected firm.

LFUCG will not pay subsistence.

ENGINEERING SERVICES AGREEMENT

THIS IS AN AGREEMENT made as of _____, 2014, between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, an urban county government of the Commonwealth of Kentucky pursuant to KRS Chapter 67A ("OWNER") and S&ME, Inc. with offices located at 2020 Liberty Road Suite 105, Lexington, KY 40505 ("CONSULTANT"). OWNER intends to proceed with the Engineering Services for BID #54-2014 Construction Materials Sampling, Testing and Special Inspections as described in the attached **EXHIBIT A**. The CONSULTANT shall perform professional engineering services and deliverables as described in **EXHIBIT A** which include customary master planning, civil, geotechnical, construction materials sampling, testing, and special inspections as related to providing the deliverables specific to this agreement—that will assist 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 are hereinafter referred to as the PROJECT. **The primary goal of the PROJECT is to provide the OWNER with the technical support necessary to successfully meet the Remedial Measure Plan (RMP) obligations and deadlines of the CONSENT DECREE.** OWNER and CONSULTANT in consideration of their mutual covenants herein agree in respect of the performance of professional engineering services by CONSULTANT and the payment for those services by OWNER as set forth below.

CONSULTANT shall provide professional consulting services for OWNER in all phases of the PROJECT to which this Agreement applies, serve as OWNER'S professional engineering representative for the PROJECT as set forth below and shall give professional consultation and advice to OWNER during the performance of services hereunder. **There will be no guarantee of work for any selected firm or firms.**

SECTION 1 - BASIC SERVICES OF CONSULTANT

1.1. General

CONSULTANT shall perform professional services as hereinafter stated that include customary civil, geotechnical, construction materials sampling, testing, and special inspections incidental thereto.

1.2. Incorporated Documents

The following documents are incorporated by reference as part of this Agreement:

1. The **CONSENT DECREE**, as may be amended, including all appendices.
2. **EXHIBIT A** — BID #54-2014 Construction Materials, Testing and Special Inspections (Including Appendices _____ and Addendums).
3. **EXHIBIT B** — Certificate of Insurance

4. **EXHIBIT C** — Proposal of Engineering Services and Related Matters (the **CONSULTANT**'s response to BID #54-2014).
5. **EXHIBIT D** — Further Description of Basic Engineering Services and Related Matters (executed Task Order).

To the extent of any conflict among the provisions of these documents and/or this Agreement, the provisions of this Agreement shall control, followed by the provisions of **EXHIBIT A**, then **EXHIBIT D**, and then **EXHIBIT C**.

1.3 Project Phase

A complete description of the duties and responsibilities of the **CONSULTANT** are as indicated in **EXHIBIT A**, BID #54-2014 Construction Materials Sampling, Testing, and Special Inspections **EXHIBIT C** Proposal of Engineering Services and Related Matters, and **Exhibit D** Further Description of Basic Engineering Services and Related Matters. After written authorization to proceed from the **OWNER**, **CONSULTANT** shall:

- 1.3.1. Notify the **OWNER** in writing of its authorized representative who shall act as Project Engineer and liaison representative between the **CONSULTANT** and the **OWNER**. **OWNER** has the right to approve the Project Engineer, or any change thereto, which approval shall not be unreasonably withheld.
- 1.3.2. The **CONSULTANT** must perform all duties necessary to fully complete the deliverables as further described in attached **EXHIBIT A**, **BID #54-2014** Construction Materials Sampling, Testing, and Special inspections attached **EXHIBIT C**, Proposal of Engineering Services and Related Matters, and attached **EXHIBIT D** Further Description of Basic Engineering Services and Related Matters **unless otherwise agreed to in writing by the parties**.
- 1.3.3 The **CONSULTANT** shall provide written documentation of all meetings and be responsible for incorporating all comments and changes resulting therefrom in final work product.
- 1.3.4. The **CONSULTANT** shall submit five (5) copies (hardcover) of all initial draft final work products for this **PROJECT** unless otherwise described in Exhibit A. The copies of the initial draft final reports are submitted for review and comment by the **OWNER**, and should be presented in person to the **OWNER**.
- 1.3.3. After the **OWNER'S** detailed review, the **CONSULTANT** will revise the initial draft final for all work products for this **PROJECT**, and the **CONSULTANT** shall submit five (5) copies (hardcover) unless otherwise described in Exhibit A. One electronic copy of the all work products for this **PROJECT**, including all appendices, shall be provided and prepared in such a manner that it can readily be converted to a quick-link accessible form for the **OWNER'S** Website. The **OWNER** shall have ten (10) business days within which to accept or deny each such final draft. If is denied, the **OWNER** shall provide a detailed explanation in writing for the basis of such denial. Once the **OWNER** accepts the draft as final, a total of ten (10) final copies (hardcover) are required in addition to an electronic copy unless otherwise described in Exhibit A.
- 1.3.6 Immediately notify **OWNER** of any delay in the delivery of a work product or deliverable, regardless of cause. Give written notice to **OWNER** within five (5)

business days whenever **CONSULTANT** observes or otherwise becomes aware of any development that affects the scope or timing of **CONSULTANT'S** services, or any defect in the work of Contractor(s).

SECTION 2 - EXTRA WORK BY CONSULTANT

- 2.1. The **OWNER** may desire to have the **CONSULTANT** perform work or render services in connection with this **PROJECT** other than provided by the expressed intent of this Agreement. Such work shall be considered as Extra Work and NOT subject to a change order, setting forth the character and scope thereof and the compensation therefore. Should the **OWNER** find it desirable to have previously satisfactorily completed and accepted plans or parts thereof revised, the **CONSULTANT** shall make such revisions as directed, in writing, by the **OWNER**. This work shall be considered as Extra Work and shall be paid as such.
- 2.2. All Extra Work is subject to prior written authorization of **OWNER** and necessary appropriations made by the Urban County Council.

SECTION 3 - OWNER'S RESPONSIBILITIES

OWNER shall:

- 3.1. Provide criteria and information as to **OWNER'S** requirements for the **PROJECT**, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations.
- 3.2. Assist **CONSULTANT** by placing at his disposal available information pertinent to the Project.
- 3.3. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by **CONSULTANT**, and provide written approval or disapproval thereof within a reasonable time so as not to delay the services of **CONSULTANT**.
- 3.4. Designate in writing a person to act as **OWNER'S** representative agent with respect to the services to be rendered under this Agreement (see Section 8.1.1.). Such person shall have complete authority to transmit instructions, receive information, interpret, and define **OWNER'S** policies and decisions with respect to materials, equipment, elements, and systems pertinent to **CONSULTANT'S** services.
- 3.5. Give written notice to **CONSULTANT** whenever **OWNER** observes or otherwise becomes aware of any development that affects the scope or timing of **CONSULTANT'S** services, or any defect in the work of **CONSULTANT**.
- 3.6. Furnish or direct **CONSULTANT** to provide, Extra Work as stipulated in Section Two (2) of this Agreement or other services as required.

SECTION 4 - PERIOD OF SERVICES

- 4.1. Time is of the essence in the performance of this Agreement. **CONSULTANT** is aware that the **OWNER** is subject to penalties for non-compliance with the **CONSENT DECREE** deadlines. See attached **EXHIBIT A** for the overall current project schedule.
- 4.2. The provisions of this Section Four (4) and the various rates of compensation for **CONSULTANT'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.

- 4.3. If a delay results from the acts of **OWNER** or another entity that is required to permit or approve the work or services, an extension of time for such delay will be considered by **OWNER**.
- 4.3.1. If the above type of delay occurs and **CONSULTANT** wants an extension of time, it must, within ten (10) days from the date of the delay, apply in writing to **OWNER** for an extension of time for a reasonable period, which must be agreed upon by **OWNER**.
- 4.3.2. If the extension of time is approved by **OWNER**, the PROJECT schedule/Final Task Order 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 **OWNER** of any of its other rights in the Agreement.
- 4.3.3. If the above type of delay would prevent complete performance of the **PROJECT**/Final Task Order within sixty (60) days of the time specified therein, **OWNER** shall have the option of cancelling the **PROJECT**/Final Task Order or otherwise adjusting the scope of the services or work.
- 4.3.4. If the parties cannot mutually agree to an extension of time or an adjustment, Section 6.5 under "DISPUTES" of this Agreement shall apply.
- 4.4. If delays result solely by reason of acts of the **CONSULTANT**, the **CONSULTANT** 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**. Section 6.5 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 **CONSULTANT** 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.

SECTION 5 - PAYMENTS TO CONSULTANT

5.1. Methods of Payment for Services of CONSULTANT.

5.1.1. For Basic Services

OWNER shall issue individual task orders for each work assignment performed under this Agreement by **CONSULTANT** or its sub-consultant/s. Each task order shall contain scope of work, fee, and schedule for performance of the work. Individual task orders shall be of the form included in **EXHIBIT D**.

- 5.1.1.a Fee payable to **CONSULTANT** under individual task order shall be developed using hourly rates included in **EXHIBIT D** or as amended in accordance with provisions therein.
- 5.1.1.b Terms of payment to **CONSULTANT** shall be specified in each task order. For assignments with defined scope, lump

sum task orders shall be issued. Otherwise, task orders shall include time and materials payment terms.

5.1.1.c Each task order issued shall receive prior written approval of **OWNER** prior to **CONSULTANT** proceeding with said work. The **OWNER's** designated agent in Section 8.1.1. shall be the only person authorized to provide such approval.

5.1.2. For Extra Work

Extra Work shall be paid for by the **OWNER** on the basis of a fixed fee, the amount of which shall be determined by negotiation. The **OWNER** shall have the right to negotiate alternate methods of payment for Extra Work if the **OWNER** determines that the fixed fee basis is not feasible. In the event the **OWNER** and the **CONSULTANT** are unable to agree upon the amount of payment for Extra Work, then the amount of such payment shall be determined pursuant to Section 6.5 (**Disputes**).

5.2. Times of Payment

5.2.1 **CONSULTANT** shall submit to **OWNER** detailed monthly statements for Basic Services and Extra Work rendered. The Statements will be based upon **CONSULTANT'S** estimate of the proportion of the total services actually completed at the time of billing. **OWNER** shall respond to **CONSULTANT'S** monthly statements within thirty (30) days, either denying payment or making payment.

5.3. Other Provisions Concerning Payments

5.3.1. In the event the Agreement is terminated by the **OWNER** without fault on the part of the **CONSULTANT**, the **CONSULTANT** shall be paid for the work performed or services rendered for which it has not already been paid in an amount bearing the same ratio to the total Agreement fee as the amount of work completed or partially completed and delivered to the **OWNER** is to the total amount of work provided for herein, as determined by mutual agreement between the **OWNER** and the **CONSULTANT**.

5.3.2. In the event the services of the **CONSULTANT** are terminated by the **OWNER** for fault on the part of the **CONSULTANT**, the **CONSULTANT** shall be paid reasonable value of the work performed or services rendered and delivered for which it has not already been paid, and the amount to be paid shall be determined by the **OWNER**.

SECTION 6 - GENERAL CONSIDERATIONS

6.1. Termination

6.1.1. **CONSULTANT** may only terminate this Agreement due to **OWNER'S** material breach of the terms hereof which breach causes **CONSULTANT** to be

unable to perform its duties and responsibilities under this Agreement and upon forty-five (45) days written advance notice to **OWNER**.

- 6.1.2. The **OWNER** may terminate this Agreement for cause upon seven (7) business days written advance notice to the **CONSULTANT**. The **OWNER** reserves the right to terminate the Agreement for any reason whatsoever, with or without cause, at any time upon thirty (30) days written advance notice to the **CONSULTANT**.

6.2. Ownership and Reuse of Documents

All documents, including raw data, reports, drawings and specifications, prepared by the **CONSULTANT** pursuant to this Agreement shall be delivered to and become the property of the **OWNER**. The **OWNER** shall have the right to reuse same without restriction or limitation, but without liability or legal exposure to **CONSULTANT**.

6.3. Legal Responsibilities and Legal Relations

- 6.3.1. The **CONSULTANT** 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 services of this Agreement.
- 6.3.2. In performing the services hereunder, the **CONSULTANT** and its **CONSULTANTS**, employees, agents and representatives shall not be deemed or construed to be employees of **OWNER** in any manner whatsoever. Except as otherwise provided in this Agreement, the **CONSULTANT** shall be acting as an independent contractor. The **CONSULTANT** shall not hold itself out as, nor claim to be, an officer or employee of **OWNER** by reason hereof and shall not make any claim, demand or application to or for any right or privilege applicable to an officer or employee of **OWNER**. The **CONSULTANT** shall be solely responsible for any claims for wages or compensation by **CONSULTANT'S** employees, agents and representatives, including consultants, and shall save and hold **OWNER** harmless therefrom.
- 6.3.3. The parties hereto agree that causes of actions between the parties shall be governed by applicable provisions of the Kentucky Revised Statutes, and that venue of any legal action shall be a court of appropriate jurisdiction in Fayette County, Kentucky. The parties further agree that Kentucky law shall apply with respect to the interpretation of any provision of this Agreement.

6.4. Successors and Assigns

- 6.4.1. **CONSULTANT** binds itself and its partners, successors, assigns and legal representatives to this Agreement. **CONSULTANT** shall not assign any interest in this Agreement without prior written consent of **OWNER**. **OWNER'S** consent shall not relieve the **CONSULTANT** of any responsibility for compliance with the provisions of this Agreement.
- 6.4.2. In no event shall the **CONSULTANT** subcontract more than fifty percent (50%) of the work, based upon dollar value of the work.

6.4.3. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than **OWNER** and **CONSULTANT**.

6.5. Disputes

Except as otherwise provided in this Agreement, any dispute hereunder may be resolved by agreement of the **OWNER'S** Agent (Section 8.1.1) and the **CONSULTANT**. In the absence of such an agreement, the dispute shall be submitted to the **OWNER'S** Commissioner, Department of Environmental Quality, 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 **CONSULTANT** shall proceed diligently with the performance of the Agreement in accordance with the directions of the **OWNER**.

6.6. Accuracy of Consultant's Work

CONSULTANT shall be required to perform this Agreement in accordance with the degree of ordinary and reasonable skill and care usually exercised by professional engineers prevailing at the time, place and under similar conditions as the services hereunder are rendered. **CONSULTANT** shall be responsible for the accuracy of all work, even though raw data, reports, Drawings and Specifications have been accepted by **OWNER**, and it shall make any necessary revisions or corrections resulting from its errors and/or omissions for no additional compensation. By submission of reports, soils and subsurface information, quantities estimates, calculations and Drawings and Specifications to **OWNER**, **CONSULTANT** has made an incontrovertible representation that the information is accurate within the appropriate standard of skill and care. Failure on the part of **CONSULTANT** to provide the expected level of accuracy may be grounds for **OWNER** to terminate this Agreement

6.7. Security Clause

The **CONSULTANT** certifies that he shall not at any time release or divulge any information concerning the services covered by this Agreement to any person or any public or private organization without prior approval of the **OWNER** unless otherwise required by law

6.8. Access to Records

The **CONSULTANT** and its sub-consultants shall maintain all books, documents, papers, and accounting records, and make such materials available at their respective offices at all reasonable times during the Agreement period and for three (3) years from the date of final payment under the Agreement for inspection by the **OWNER**, and copies thereof shall be furnished if requested. Failure to maintain such records for three (3) years after the date of final payment may be grounds for the **OWNER** to disqualify the **CONSULTANT** from consideration for future **CONSULTANT** engineering Agreements.

6.9. Risk Management Provisions, Insurance and Indemnification

6.9.1. DEFINITIONS

The **CONSULTANT** understands and agrees that the Risk Management Provisions of this Agreement define the responsibilities of the **CONSULTANT** to the **OWNER**.

As used in these Risk Management Provisions, the terms "**CONSULTANT**" and "**OWNER**" shall be defined as follows:

- a. **CONSULTANT** means the **CONSULTANT** and its employees, agents, servants, owners, principals, licensees, assigns and subcontractors of any tier.
- b. **OWNER** means the Lexington-Fayette Urban County Government and its elected and appointed officials, employees, agents, boards, assigns, volunteers, and successors in interest.

6.9.2. INDEMNIFICATION AND HOLD HARMLESS PROVISION

To the extent cause by Consultant's negligent acts, errors, or omissions, **CONSULTANT** shall indemnify **OWNER** from and against all liability, claims, losses, actions, costs, expenses, obligations, fines, and assessments of whatever kind, including 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 **CONSULTANT'S** (or subcontractors or subconsultants of any tier) performance or breach of the Agreement provided that such claim, damage, loss or expense 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 negligent acts, errors or omissions or willful misconduct; provided however, that **CONSULTANT** shall not be required to indemnify for damages caused solely by the negligent act or omission or willful misconduct of **OWNER**. Notwithstanding, the foregoing, with respect to any professional services performed by **CONSULTANT** hereunder (and to the fullest extent permitted by law), **CONSULTANT** shall indemnify **OWNER** from and against any and all liability, damages and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees, for any damage due to death or injury to any person or injury to any property (including the loss of use resulting therefrom) to the extent arising out of the negligence, recklessness or willful misconduct of **CONSULTANT** in the performance of this agreement. In the event **OWNER** is alleged to be liable based upon the above, **CONSULTANT** 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 **OWNER**, which approval shall not be unreasonably withheld. This Indemnification and Hold Harmless Provision shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this Agreement.

6.9.3. DAMAGES RELATED TO NONPERFORMANCE OR DELAY BY CONSULTANT

In the event that **CONSULTANT'S** delay or other nonperformance of its obligations hereunder results in the imposition of penalties against the **OWNER** pursuant to the **CONSENT DECREE**, or the **OWNER** otherwise suffers damage as a result of such delay or nonperformance, **CONSULTANT** shall be solely liable to **OWNER** for any and all such damages, including any costs and attorney's fees.

6.9.4. FINANCIAL RESPONSIBILITY

The **CONSULTANT** understands and agrees that the **CONSULTANT** shall, prior to final acceptance of the **CONSULTANT'S** proposal and the commencement of any work; demonstrate the ability to assure compliance with the Indemnity Agreement and other provisions of this Agreement.

6.9.5. INSURANCE REQUIREMENTS

6.9.5.1. Required Insurance Coverage

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

<u>Coverage</u>	<u>Limits</u>
General Liability (Insurance Services Office Form CG 00 01)	\$1 million per occurrence, \$2 million aggregate or \$2 million combined single limit
Commercial Automobile Liability (Insurance Services Office Form CA 0001)	combined single, \$1 million per occurrence
Professional Liability	\$1 million per Claim, \$2 million aggregate
Worker's Compensation	Statutory
Employer's Liability	\$500,000.00

The policies above shall contain the following conditions:

- a. **OWNER** shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy.

- b. The General Liability Policy shall be primary to any insurance or self-insurance retained by OWNER.
- c. ~~The General Liability Policy shall include a Pollution Liability endorsement and/or Environmental Casualty coverage unless it is deemed not to apply by OWNER.~~
S&ME has a stand-alone Professional Liability Policy that includes pollution.
- d. ~~The General Liability Policy shall have a Professional Liability endorsement (including Errors and Omissions), which shall include Business interruption coverage and this policy or endorsement shall include Environmental Casualty coverage for any services performed pursuant to the contract, and/or a separate Professional Liability Policy shall be obtained unless it is deemed not to apply by OWNER. (OWNER does not need to be named as additional _____ insured).~~
S&ME has a stand-alone Professional Liability Policy that includes pollution.
- e. **OWNER** 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.~~
- f. The Professional. Liability policy shall be maintained for a minimum of three years beyond the completion date of the project, to the extent commercially available. If not commercially available, **CONSULTANT** shall notify **OWNER** and obtain similar insurance that is commercially available and acceptable to **OWNER**.
- g. Said coverage shall be written by insurers acceptable to **OWNER** and shall be in a form acceptable to **OWNER**. 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.

6.9.5.2.Renewals

After insurance has been approved by OWNER, evidence of renewal of an expiring policy must be submitted to OWNER, 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.

6.9.5.3.Right to Review, Audit and Inspect

CONSULTANT understands and agrees that OWNER may review, audit and inspect any and all of CONSULTANT'S records and operations to insure compliance with these Insurance Requirements.

6.9.6. SAFETY AND LOSS CONTROL

CONSULTANT understands and agrees that **OWNER** is in no way responsible for the safety and property of **CONSULTANT** or its personnel. **CONSULTANT** shall comply with all applicable federal, state, and local safety standards related to the performance of its work or services under this Agreement and take reasonably necessary action to protect the life, health and safety and property of its personnel, the public, and **OWNER** in the locations and areas in which **CONSULTANT** is performing services under the Agreement.

6.9.7. DEFINITION OF DEFAULT

CONSULTANT understands and agrees that the failure to comply with any of these insurance, safety, or loss control provisions shall constitute default under this Agreement. **CONSULTANT** also agrees that **OWNER** may elect as its option any single remedy or penalty or any combination of remedies and penalties, as available, including but not limited to purchasing insurance and charging **CONSULTANT** for any such insurance premiums purchased, or suspending or terminating this Agreement.

SECTION 7 - EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Agreement, the **CONSULTANT** agrees as follows:

- 7.1. The **CONSULTANT** will not discriminate against any employee or application for employment because of race, color, religion, national origin, sex, age, or handicap. The **CONSULTANT** will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, national origin, sex, age, or handicap. Such action shall include, but not be limited to the following: employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships. The **CONSULTANT** agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.
- 7.2. The **CONSULTANT** will, in all solicitations or advertisements for employees placed by or on behalf of the **CONSULTANT**, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, sex, age (between forty and seventy), or handicap.

SECTION 8 - SPECIAL PROVISIONS, EXHIBITS, AND SCHEDULES

8.1. This Agreement is subject to the following provisions.

- 8.1.1. Pursuant to subparagraph 3.4 of this Agreement, **OWNER** has assigned Charles H. Martin, P.E., Director of the Division of Water Quality (the "**OWNER'S** Agent"), as the authorized agent of **OWNER**, to monitor, direct and review the performance of work of the **CONSULTANT**. Documents, data, reports, and all matters associated with carrying out this Agreement shall be addressed to the **OWNER'S** Agent or his designee. Questions by the **CONSULTANT** regarding interpretations of the terms, provisions and requirements under this Agreement shall be addressed to the **OWNER'S** Agent or his designee. The **CONSULTANT** shall look only to the **OWNER'S** Agent or his designee for direction in its performance under this Agreement; no other direction shall be binding upon

OWNER. OWNER shall respond to written requests by **CONSULTANT** within thirty (30) days.

8.2. This Agreement, together with the Incorporated Documents (Section 1.2) constitutes the entire Agreement between **OWNER** and **CONSULTANT** and supersedes all prior written or oral understandings. This Agreement and **EXHIBITS A, B, C and D** and any related schedules or documents may only be amended, supplemented, modified or canceled by a duly executed written instrument.

8.3. NO THIRD PARTY RIGHTS. This agreement does not create a contractual relationship with or right of action in favor of a third party against either **OWNER** or **CONSULTANT**.

8.4 UNENFORCEABLE TERMS/SURVIVABILITY. If any term or provision of this Agreement shall be found to be illegal or unenforceable, this Agreement shall remain in full force and such term or provision shall be deemed stricken. The provisions of Section 6 of this Agreement shall survive its termination.

8.5. NON-WAIVER. The failure of either party to enforce any right reserved to it in this Agreement shall not be a waiver of any such right to which the party is entitled.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

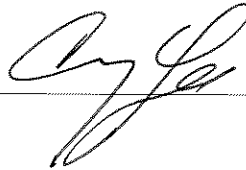
OWNER:
LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT

CONSULTANT:
S&ME, Inc.

BY: _____

JIM GRAY, MAYOR

BY: _____



ATTEST:

URBAN COUNTY COUNCIL CLERK)
COMMONWEALTH OF KENTUCKY)
COUNTY OF FAYETTE)

The foregoing Agreement was subscribed, sworn to and acknowledged before me by Craig Lee as the duly authorized representative for and on behalf of S&ME on this the 28th day of March, 2014.

My commission expires: 2/2/15

Michelle Fisher
NOTARY PUBLIC

MICHELLE FISHER
NOTARY PUBLIC, STATE AT LARGE
ID# 436210
MY COMMISSION EXPIRES 2-2-15

CERTIFICATE OF LIABILITY INSURANCE

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

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

PRODUCER BB&T Insurance Services, Inc. 3318 West Friendly Ave., Ste. 400 Greensboro, NC 27410	CONTACT NAME: Cyndy Cagle
	PHONE (A/C, No, Ext): 336 547-2137 FAX (A/C, No): 8888318409 E-MAIL ADDRESS: ccagle@bbandt.com
INSURED S&ME Inc. 422 Codell Drive Lexington, KY 40509	INSURER(S) AFFORDING COVERAGE INSURER A : XL Specialty Insurance Company NAIC # 37885
	INSURER B :
	INSURER C :
	INSURER D :
	INSURER E :
	INSURER F :

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	
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE	\$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$
							PRODUCTS - COMP/OP AGG	\$
								\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION S						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / <input type="checkbox"/> N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						WC STATUTORY LIMITS	OTHER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
A	Professional Liability			DPR9702221	07/01/2012	07/01/2013	\$ 5,000,000 Per Claim \$10,000,000 Aggregate	

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

If contract is awarded please contact insured listed above for a Certificate of Insurance

CERTIFICATE HOLDER For Proposal Only	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 <i>Cynthia F. Cagle</i>
--	---

Laboratory Specific Accreditations



S&ME, Inc. Statement of Qualifications to Provide Construction Inspections to LFUCG

LABORATORY SPECIFIC ACCREDITATIONS

Our S&ME in-house laboratory holds the following current certifications in specific methods:

KYTC Prequalified Laboratory; US Army Core of Engineers Validated Laboratory; INDOT Prequalified Laboratory; AMRL R18 Accredited in the following methods: Quality Systems - accredited since 4/1/2000
R18, C1077 (Aggregate), C1077 (Concrete), D3740 (Soil), E329 (Aggregate), E329 (Concrete), E329 (Soil)

Soil - accredited since 4/1/2000

R58, T88, T89, T90, T99, T100, T180, T193, T208, T216, T265, T267, T296, T297, T310, D421, D422, D698, D854, D1140, D1557, D1883, D2166, D2216, D2435, D2487, D2488, D2850, D2974, D4318, D4546, D4644, D4767, D5084, D6938

Aggregate - accredited since 8/15/2006

T2, T11, T27, T84, T85, T248, T255, C117, C127, C128, C136, C566, C702, D75

Concrete - accredited since 4/28/2005

C31, C39, C78, C138, C143, C172, C173, C231, C511, C617 (7000 psi and below), C1064, C1231 (7000 psi and below)

Sample Field Reports



FIELD REPORT

2020 Liberty Road, Lexington, Kentucky 40505 859-293-5518 Fax 859-299-2481

PROJECT:		JOB NUMBER:	
CLIENT:		WORK ORDER NO.:	174608
TECHNICIAN:	ICC Special Inspector	DATE:	August 18, 2009
CONTRACTOR:		WEATHER:	Overcast / 80's

General Summary of Observations

S&ME SI on site and met with Mr. with, Mr. with , and Mr. with Concrete.

S&ME was requested to perform Kentucky Building Code Special Inspections for the Observation Of Fill Placement (KBC Section 1704.7 Soils), Inspections of Reinforcing Steel (KBC Section 1704.4.1 Inspection Of Reinforcing Steel) and Concrete (KBC Section 1704.4.5 The Observation Of The Sampling Of Fresh Concrete To Fabricate Test Specimens).

OBSERVATION OF FILL PLACEMENT PARALELL TO THE BUILDING PAD:

Prior to the placement of fill the SI observed the removal of unstable wet material from the area of fill placement until what appeared to be competent bedrock was exposed.

The SI observed a proofroll of the area of exposed bedrock using a fully loaded tandem axle off road articulating dump truck with no deflection observed.

The SI observed the placement of a soil / rock mix as fill material in loose lifts of approximately 12 inches parallel to the building pad using 2 John Deere articulating tandem axle off road dump trucks, a John Deere 330C Track Hoe and a John Deere 850C Bulldozer.

The fill material was placed parallel to the slope of the northwest side of the building pad and was cut from the area of the Future Football Field.

The soil / rock mix was placed as embankment in 2 loose lifts of approximately 12 inches using 2 Tandem Axle Off Road Articulating Dump Trucks and graded into place using a John Deere 850C Bulldozer.

An Ingersoll Rand Vibratory Drum Sheepsfoot was used to aid in compactive effort.

Due to the amount of rock contained in the fill material the SI could not perform Nuclear Density Testing.

The SI observed several proofrolls using a fully loaded John Deere tandem axle off road articulating dump truck with less than 1 inch of deflection observed.

The contractor maintained grading to promote positive draining of the in place fill at all times as specified under Site Grading Notes Line 6 on Sheet SD2.1 of the approved construction design plans. No pooling of water or soft spots in the fill was observed by the SI.



FIELD REPORT

2020 Liberty Road, Lexington, Kentucky 40505 859-293-5518 Fax 859-299-2481

PROJECT:		JOB NUMBER:	
CLIENT:		WORK ORDER NO.:	174608
TECHNICIAN:	ICC Special Inspector	DATE:	August 18, 2009
CONTRACTOR:		WEATHER:	Overcast / 80's

- drawings
- 5) Section D /S3 dowels for outside face - #5 dowels at 12 inches on center as shown on Sheet-Site 3 of the approved shop drawings
 - 6) Section E /S3 (LWTOP) – 7 #5 bars continuous at 12 inches on center as shown on Sheet-Site 3 of the approved shop drawings
 - 7) Section E /S3 (SWTOP) – 15 #5 bars continuous at 12 inches on center as shown on Sheet-Site 3 of the approved shop drawings
 - 8) Section E /S3 dowels for inside face - #8 dowels at 12 inches on center as shown on Sheet-Site 3 of the approved shop drawings
 - 9) Section E /S3 (LWBOT) – 5 #5 bars continuous as shown on Sheet-Site 3 of the approved shop drawings
 - 10) Section E /S3 dowels for outside face - #5 dowels at 12 inches on center as shown on Sheet-Site 3 of the approved shop drawings
 - 11) Section F /S3 (LWTOP) – 5 #5 bars continuous at 12 inches on center as shown on Sheet-Site 3 of the approved shop drawings
 - 12) Section F /S3 (SWTOP) – #4 bars continuous at 12 inches on center as shown on Sheet-Site 3 of the approved shop drawings
 - 13) Section F /S3 dowels for inside face - #5 dowels at 12 inches on center as shown on Sheet-Site 3 of the approved shop drawings
 - 14) Section F /S3 (LWBOT) – 5 #5 bars continuous as shown on Sheet-Site 3 of the approved shop drawings
 - 15) Section F /S3 dowels for outside face - #5 dowels at 12 inches on center as shown on Sheet-Site 3 of the approved shop drawings
 - 16) Section G /S3 (LWTOP) – #4 bars continuous at 12 inches on center as shown on Sheet-Site 3 of the approved shop drawings
 - 17) Section G /S3 (SWTOP) – #4 bars continuous at 12 inches on center as shown on Sheet-Site 3 of the approved shop drawings
 - 18) Section G /S3 dowels for inside face - #5 dowels at 12 inches on center as shown on Sheet-Site 3 of the approved shop drawings
 - 19) Section F /S3 (LWBOT) – 5 #5 bars continuous as shown on Sheet-Site 3 of the approved shop drawings
 - 20) Section G /S3 dowels for outside face - #5 dowels at 12 inches on center as shown on Sheet-Site 3 of the approved shop drawings
 - 21) 16 ½ gage annealed steel tie wire was used.
 - 22) The steel reinforcing was grade 60 per ASTM 615 as specified in the General Notes under Reinforcement on Line 1 of Sheet S0.01 of the approved construction design plans.
 - 23) The lap splice on the reinforcing steel in the continuous footing was 24 inches for #4 bottom bars and 31 inches for #5 top bars and met the minimum lap splice as specified in ACI 318-01 and the MMI of Kentucky Shop Drawings dated May 04, 2009.



FIELD REPORT

2020 Liberty Road, Lexington, Kentucky 40505 859-293-5518 Fax 859-299-2481

PROJECT:		JOB NUMBER:	
CLIENT:		WORK ORDER NO.:	174608
TECHNICIAN:	ICC Special Inspector	DATE:	August 18, 2009
CONTRACTOR:		WEATHER:	Overcast / 80's

24) Concrete Masonry Unit spacer bricks were used to lift the steel reinforcing off of the ground approximately 3 inches as specified in ACI 318-01 and the MMI of Kentucky Shop Drawings dated May 04, 2009.

CONCRETE PLACEMENT FOR FOOTINGS IN AREA B:

The SI observed the placement of concrete with a 28 day design strength of 3000 PSI as specified in the General Notes under Cast In Place Concrete on Line 1 of the approved construction design plans.

The concrete was placed in the continuous foundation footing excavations for the exterior walls for the Area B Retaining Wall step-up at the Area A - Area B matchline for steps 3 and 4 as shown on Sheet S1.02 of the approved construction design plans.

The concrete was placed in the continuous footing excavation for steps 3 and 4 from the front chute of a rotary drum concrete mixer.

The contractor used 2 mechanical agitators to aid in concrete consolidation which is in compliance with ACI 301 and ACI 309 as specified in Section 033000 Cast In Place Concrete Part 3 Execution Line 3.6 Vibration Sub-Line A of the Project Manual Volume 1 of 2 dated February 2009.

The contractor used a hand trowel to obtain a finished surface.

After obtaining a finished surface the contractor used a mold to place a 2 X 6 keyway for waterstop along the surface of the footing as specified in Detail 5A on Sheet S2.01 of the approved construction design plans.

CONCRETE TESTING RESULTS:

The SI observed the placement of concrete and observed a sampling of concrete at the 5 yard mark from the end of the chute. A total of 13 cubic yards of concrete was placed.

The sampling of concrete was tested for temperature, slump, unit weight, and air content as specified in the Structural Quality Assurance Plan under Cast In Place Concrete on Sheet S0.02 of the approved construction design plans.

The SI observed the casting of 1 set of 5 cylinders (4X8) to be tested for compressive strength.

All testing was done according to KBC Section 1704.4.5 and test results appeared to be within the project plans and specifications with no deviations or non-conformances observed or recorded.

The SI informed Mr. _____ and Mr. _____ of all test results and observations.



FIELD REPORT

2020 Liberty Road, Lexington, Kentucky 40505 859-293-5518 Fax 859-299-2481

PROJECT:		JOB NUMBER:	
CLIENT:		WORK ORDER NO.:	174608
TECHNICIAN:	ICC Special Inspector	DATE:	August 18, 2009
CONTRACTOR:		WEATHER:	Overcast / 80's

CONCRETE PLACEMENT FOR AREA B RETAINING WALL:

For steel reinforcing see Daily Field Report narrative under Reinforcing Steel for August 11, 2009.

The SI observed the placement of concrete with air entrainment and a 28 day design strength of 4000 PSI with air entrainment as specified in the General Notes under Cast In Place Concrete on Line 1 of the approved construction design plans.

The concrete was placed into the Doka Frami forms in the for the Area B Retaining Wall from approximately 80 feet north along the west wall continuing approximately 50 feet north to the northwest corner of the west wall of the Area B Gymnasium as shown on Sheet R1.1 of the approved construction design plans.

The concrete was placed into the Doka Frami forms from the chute of a front loading revolving drum concrete mixer using a ¾ yard concrete hopper (see photo below).

The contractor used a mechanical agitator (a handheld vibrator) to aid in concrete consolidation as specified in Section 03010 Concrete Work Part 3 Execution Line E of the Project Manual (see photo below).

The contractor used a hand trowel to obtain a finished surface.

CONCRETE TESTING RESULTS:

The SI observed the placement of concrete and observed a sampling of concrete at the 5 yard mark from the end of the chute. A total of 30 cubic yards of concrete was placed.

The sampling of concrete was tested for temperature, slump, unit weight, and air content as specified in Section 03010 Concrete Work Part 15 Quality Control Testing During Construction Line A of the Project Manual with all test results and locations listed on the attached report.

The SI observed the casting of 1 set of 5 cylinders (4X8) to be tested for compressive strength.

Testing was done according to KBC Section 1704.4.5 and test results appeared to be within the project plans and specifications with no deviations or non-conformances observed or recorded.

The SI informed Mr. _____ and Mr. _____ of all test results and observations.

AREA A REMEDIAL EFFORT FOR BREACH OF INTERIOR FOOTINGS:

The SI was informed by Mr. _____, Project Manager with S&ME, to gather precise measurements and locations for interior footing breaches in Corridor CA1 and the Chase for the Boys and Girls Restroom in Area A. See pictorial illustration at bottom of report and the attached Structural Plan Sheet S1.01.



FIELD REPORT

2020 Liberty Road, Lexington, Kentucky 40505 859-293-5518 Fax 859-299-2481

PROJECT:	JOB NUMBER:
CLIENT:	WORK ORDER NO.: 174608
TECHNICIAN: ICC Special Inspector	DATE: August 18, 2009
CONTRACTOR:	WEATHER: Overcast / 80's

Summary of Reinforcing Steel Observations

On-site Contact: Mr.

Requested Services: Observation of steel reinforcement placing

Steel Reinforcement Observation Location: Continuous foundation footing excavations for the exterior walls for the Area B Retaining Wall step-up at the Area A - Area B matchline

Location	Plan Reinforcement	Actual Reinforcement	Plans Page/ Note
Section D /S3 LWTOP	9 #5 bars continuous @ 12" o.c.	9 #5 bars continuous @ 12" o.c.	SITE 3
Section D /S3 SWTOP	6 #5 bars continuous @ 12" o.c.	6 #5 bars continuous @ 12" o.c.	SITE 3
Section D /S3 Dowels I / F	#8 @ 12" o.c.	#8 @ 12" o.c.	SITE 3
Section D /S3 LWBOT	5 #5 bars continuous	5 #5 bars continuous	SITE 3
Section D /S3 Dowels O/ F	#5 @ 12" o.c.	#5 @ 12" o.c.	SITE 3
Section E /S3 LWTOP	7 #5 bars continuous @ 12" o.c.	7 #5 bars continuous @ 12" o.c.	SITE 3
Section E /S3 SWTOP	15 #5 bars continuous @ 12" o.c.	15 #5 bars continuous @ 12" o.c.	SITE 3
Section E /S3 Dowels I / F	#8 @ 12" o.c.	#8 @ 12" o.c.	SITE 3
Section E /S3 LWBOT	5 #5 bars continuous	5 #5 bars continuous	SITE 3
Section E /S3 Dowels O/ F	#5 @ 12" o.c.	#5 @ 12" o.c.	SITE 3
Section F /S3 LWTOP	#4 bars continuous @ 12" o.c.	#4 bars continuous @ 12" o.c.	SITE 3
Section F /S3 SWTOP	6 #5 bars continuous @ 12" o.c.	6 #5 bars continuous @ 12" o.c.	SITE 3
Section F /S3 Dowels I / F	#5 @ 12" o.c.	#5 @ 12" o.c.	SITE 3
Section F /S3 LWBOT	5 #5 bars continuous	5 #5 bars continuous	SITE 3
Section F /S3 Dowels O/ F	#5 @ 12" o.c.	#5 @ 12" o.c.	SITE 3
Section G /S3 LWTOP	#4 bars continuous @ 12" o.c.	#4 bars continuous @ 12" o.c.	SITE 3
Section G /S3 SWTOP	#4 bars continuous @ 12" o.c.	#4 bars continuous @ 12" o.c.	SITE 3



FIELD REPORT

2020 Liberty Road, Lexington, Kentucky 40505 859-293-5518 Fax 859-299-2481

PROJECT:	JOB NUMBER:
CLIENT:	WORK ORDER NO.: 174608
TECHNICIAN: ICC Special Inspector	DATE: August 18, 2009
CONTRACTOR:	WEATHER: Overcast / 80's

Section G /S3 Dowels I / F	#5 @ 12" o.c.	#5 @ 12" o.c.	SITE 3
Section G /S3 LWBOT	#5 bars continuous	#5 bars continuous	SITE 3
Section G /S3 Dowels O / F	#5 @ 12" o.c.	#5 @ 12" o.c.	SITE 3

Grade of steel reinforcement:	60 KSI	Page	S0.01	Note	Line 1
Splice length:	As specified in plan schedule per ACI-318-01 in shop drawings	R-3		Bottom right	
Cover / Clearance:	As specified in plan schedule per ACI-318-01 in shop drawings	R-3		Bottom right	
Cleanliness of Steel Reinforcement:	Free of mill scale, oil, dirt, rust, or anything else that would reduce or prohibit the bond with concrete.				
Method of Securing Steel Reinforcement:	Wire tied in place using 16 ½ gage annealed steel tie wire				
Deficiencies noted / Areas Not Approved:	none				
Corrective Action:	None				
Additional Remarks:	See daily field report narrative				



FIELD REPORT

2020 Liberty Road, Lexington, Kentucky 40505 859-293-5518 Fax 859-299-2481

PROJECT:	JOB NUMBER:
CLIENT:	WORK ORDER NO.: 174608
TECHNICIAN: ICC Special Inspector	DATE: August 18, 2009
CONTRACTOR:	WEATHER: Overcast / 80's

Summary of Concrete Observations and Testing

On-site Contact: Mr.

Requested Services: Observation of concrete placement / concrete testing / formation of cylinders

Concrete Placement Location: Continuous foundation footing excavations for the exterior walls for the Area B Retaining Wall step-up (steps 3-4) at the Area A - Area B matchline

Location of Concrete Placement for Test#1*: Continuous foundation footing excavations for the exterior walls for the Area B Retaining Wall step-up(steps 3-4) at the Area A - Area B matchline

Results of Concrete Testing

Supplier:	Water added: 0	Test No.: 1 of 2
Truck: 040	Requested by: N/A	Specifications
Ticket: 87841	Unit Weight: 152.40 PCF	Strength Required: 3000 PSI
Batch Time: 8:45 A.M.	Slump: 2 inches	Slump: 5 inch maximum
Time of Test: 10:00 A.M.	Air Content: 8.5%	Air Content: N / A
Ticket Strength: 3000 PSI	Concrete Temp: 85°	Temperature: 60° - 90°
Quantity: 5 Of 13 CY	Air Temp: 70's	Time Limit: 90 minutes

Location of Concrete Placement for Test#2*: Area B Retaining Wall from approximately 80 feet north along the west wall continuing approximately 50 feet north to the northwest corner of the west wall of the Area B Gymnasium

Results of Concrete Testing

Supplier:	Water added: 0	Test No.: 2 of 2
Truck: 034	Requested by: N/A	Specifications
Ticket: 87845	Unit Weight: 141.36 PCF	Strength Required: 4000 PSI
Batch Time: 12:20 P.M.	Slump: 6 inches	Slump: 6 inch maximum
Time of Test: 1:40 P.M.	Air Content: 7.0%	Air Content: 5% ± 2%
Ticket Strength: 4000 PSI	Concrete Temp: 85	Temperature: 60° - 90°
Quantity: 5 Of 30 CY	Air Temp: 80's	Time Limit: 90 minutes



FIELD REPORT

2020 Liberty Road, Lexington, Kentucky 40505 859-293-5518 Fax 859-299-2481

PROJECT:		JOB NUMBER:	
CLIENT:		WORK ORDER NO.:	174608
TECHNICIAN:	ICC Special Inspector	DATE:	August 18, 2009
CONTRACTOR:		WEATHER:	Overcast / 80's

Number of Concrete Mixes Placed Today: 2

Cast 2 Set(s) of 5 Concrete Test Specimens

Location of Test Specimens: Area B exterior foundation footing

Method of Consolidation: Handheld vibrator

Method of Curing/ Protection: Doka Frami forms

Cold / Hot / Wet Weather Provisions: Doka Frami forms

Deviations noted: None

Deviations Reported To: None reported

Corrective Action: None

Additional Remarks: See Daily Field Report narrative

Informed Test Results To: Mr. and Mr.



FIELD REPORT

2020 Liberty Road, Lexington, Kentucky 40505 859-293-5518 Fax 859-299-2481

PROJECT:

JOB NUMBER:

CLIENT:

WORK ORDER NO.: 174608

TECHNICIAN:

ICC Special Inspector

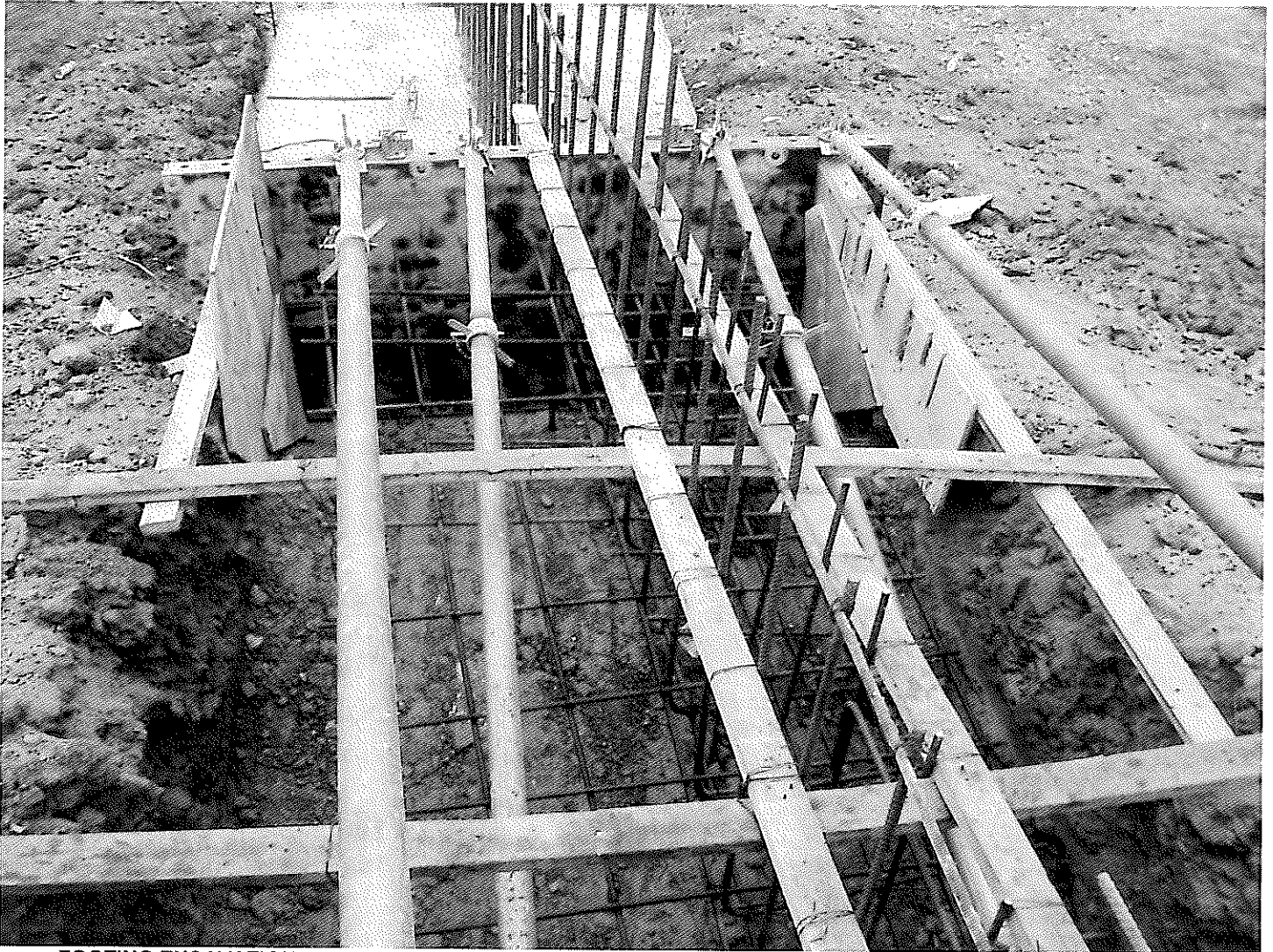
DATE:

August 18, 2009

CONTRACTOR:

WEATHER:

Overcast / 80's



FOOTING EXCAVATION AND REINFORCING BARS FOR THIRD STEP IN AREA B RETAINING WALL @ MATCHLINE



FIELD REPORT

2020 Liberty Road, Lexington, Kentucky 40505 859-293-5518 Fax 859-299-2481

PROJECT:

JOB NUMBER:

CLIENT:

WORK ORDER NO.: 174608

TECHNICIAN: ICC Special Inspector

DATE: August 18, 2009

CONTRACTOR:

WEATHER: Overcast / 80's



CONCRETE PLACEMENT AND REINFORCING BARS FOR FOURTH STEP IN AREA B RETAINING WALL @ MATCHLINE



FIELD REPORT

2020 Liberty Road, Lexington, Kentucky 40505 859-293-5518 Fax 859-299-2481

PROJECT:		JOB NUMBER:	
CLIENT:		WORK ORDER NO.:	174608
TECHNICIAN:	ICC Special Inspector	DATE:	August 18, 2009
CONTRACTOR:		WEATHER:	Overcast / 80's



AREA A / AREA B RETAINING WALL FACE WHICH DOES NOT DISPLAY HONEYCOMBING, CRACKING, OR FINS

2020 Liberty Road, Lexington, Kentucky 40505 859-293-5518 Fax 859-299-2481

PROJECT:

JOB NUMBER:

CLIENT:

WORK ORDER NO.: 174608

TECHNICIAN:

ICC Special Inspector

DATE:

August 18, 2009

CONTRACTOR:

WEATHER:

Overcast / 80's



ARROW SHOWS BREACHES IN AREA A CHASE @ BOYS AND GIRLS RESTROOM 116 AND 117

FIELD REPORT

2020 Liberty Road, Lexington, Kentucky 40505 859-293-5518 Fax 859-299-2481

PROJECT:

JOB NUMBER:

CLIENT:

WORK ORDER NO.: 174608

TECHNICIAN: ICC Special Inspector

DATE: August 18, 2009

CONTRACTOR:

WEATHER: Overcast / 80's



FOOTING BREACHED TO SUB-GRADE 12" WIDE X 28 INCHES LONG IN AREA A CHASE AS SHOWN ON PREVIOUS PAGE

2020 Liberty Road, Lexington, Kentucky 40505 859-293-5518 Fax 859-299-2481

PROJECT:

JOB NUMBER:

CLIENT:

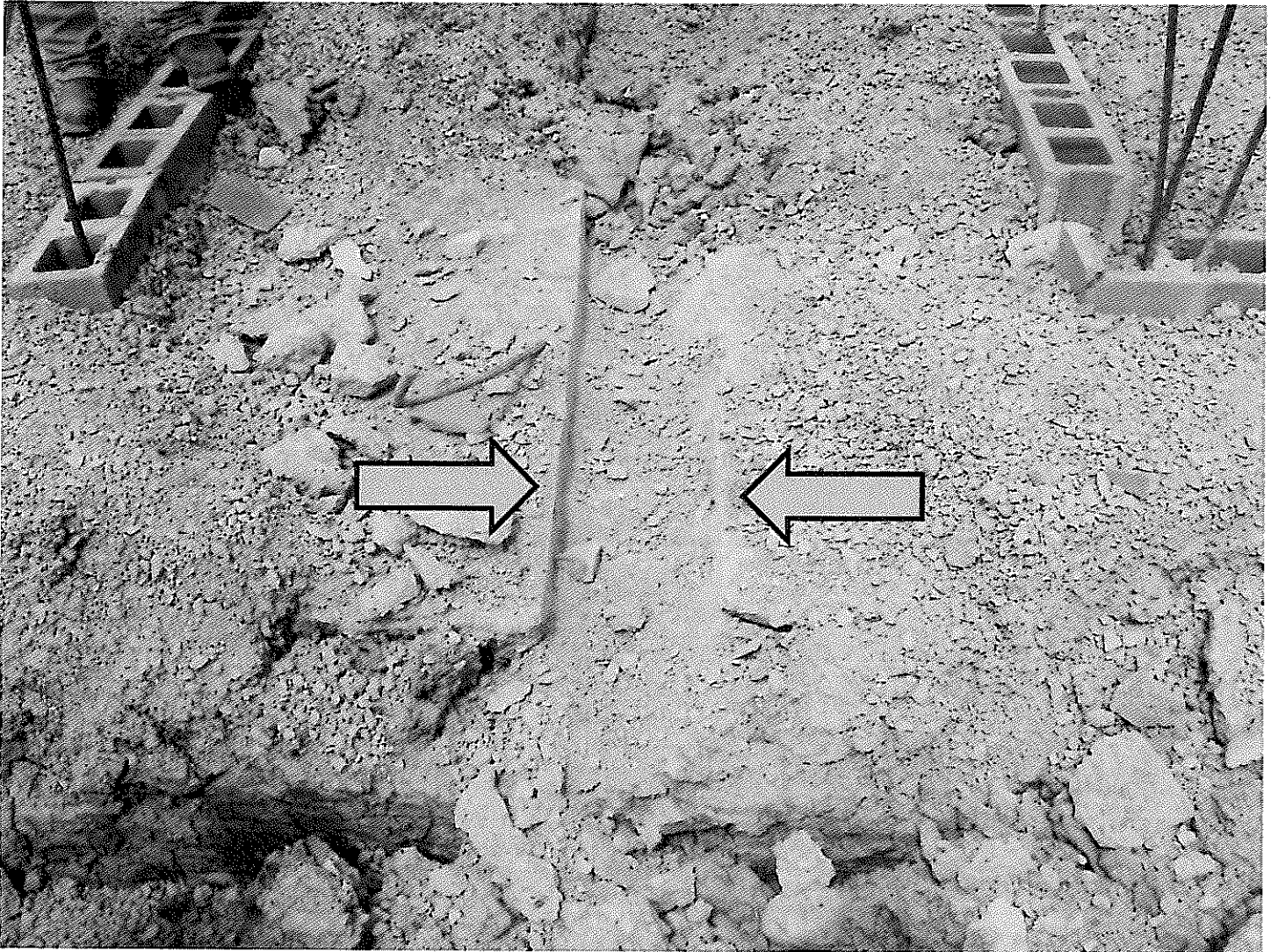
WORK ORDER NO.: 174608

TECHNICIAN: ICC Special Inspector

DATE: August 18, 2009

CONTRACTOR:

WEATHER: Overcast / 80's



FOOTING BREACHED PARTIALLY (5" DEEP X 12 INCHES WIDE) @ DOORWAY TO RESTROOMS 116 & 117 IN CORRIDOR CA1



FIELD REPORT

2020 Liberty Road, Lexington, Kentucky 40505 859-293-5518 Fax 859-299-2481

PROJECT:

JOB NUMBER:

CLIENT:

WORK ORDER NO.: 174608

TECHNICIAN: ICC Special Inspector

DATE: August 18, 2009

CONTRACTOR:

WEATHER: Overcast / 80's



INTERIOR LOAD BEARING FOOTING BREACHED TO SUB-GRADE 28 INCHES WIDE 1 FOOT EAST OF DOORWAY TO RESTROOMS 116 AND 117



422 Codell Drive / Lexington, Kentucky 40509

PROJECT:	JOB NUMBER:	
CLIENT:	WORK ORDER NO.:	180377
SPECIAL INS.: Robert Tolley	DATE:	
CONTRACTOR:	WEATHER:	Clear -60's

General Summary of Observations

S&ME ICC Special Inspector Robert Tolley on site and met with Mr. XXXXX with XXXX Excavating.

The S&ME SI was requested for observation of the placement of fill material; specifically the placement of fill in the Southeast Parking Lot.

CLEARING AND GRUBBING IN AREA OF FILL PLACEMENT:

The SI observed the removal of vegetation in the areas in which fill was to be placed using 3 John Deere 862B Paddlewheel Scrapers and a Caterpillar D6 Bulldozer.

The SI observed the area of fill placement to be free of grass, trees, shrubs, other vegetation, stumps and obstructions and grubbing roots as specified in **Section 6.2 Earthwork Recommendations under Site Preparation in the Report of Geotechnical Exploration for Clark County High School dated February 26, 2010.**

The SI observed the area of fill placement to be free of topsoil as specified in **Section 6.2 Earthwork Recommendations under Site Preparation in the Report of Geotechnical Exploration for XXXXXXXXXX dated February 26, 2010.**

The SI observed topsoil stockpiled and observed no debris, excessive roots or root balls, trash or other waste materials in stockpiled topsoil which appeared to be ready for re-spreading as specified in **Section 6.2 Earthwork Recommendations under Site Preparation in the Report of Geotechnical Exploration for XXXXXXXXXX dated February 26, 2010.**

APPROVAL OF SUB-GRADE FOR THE AREA OF FILL PLACEMENT:

The SI observed a proof roll of the sub-grade for the area in which fill was to be placed using a fully loaded John Deere articulating off road tandem axle dump truck with approximately 1 inch of deflection observed and no pumping or rutting observed or recorded.

The SI informed the contractor that the area proof rolled appeared to present a stable platform for the placement of fill.

PLACEMENT OF FILL IN THE FUTURE PRACTICE FIELD:

The SI observed the placement of what appeared to be a soil / rock mix which appeared to be generated by the excavation of weathered rock and soil above the competent bedrock which appeared to closely resemble the material described in **Section 6.2 Earthwork Recommendations in the Report of Geotechnical Exploration for XXXXXXXX dated February 26, 2010.**

The contractor used a John Deere 330C Track Hoe to excavate the soil / rock overburden from the west side of the building pad from north to south and load the overburden onto 2 John Deere articulating tandem axle off road dump trucks and haul the overburden to the fill site.



422 Codell Drive / Lexington, Kentucky 40509

PROJECT:	JOB NUMBER:
CLIENT:	WORK ORDER NO.: 180377
SPECIAL INS.: Robert Tolley	DATE:
CONTRACTOR:	WEATHER: Clear -60's

A Caterpillar D6 Bulldozer was used to grade the soil / rock fill into place in loose lifts of approximately 8-12 inches as specified in **Section 6.2 Earthwork Recommendations under Recommended Material Placement in the Report of Geotechnical Exploration for XXXXXXXX dated February 26, 2010.**

An Ingersoll Rand Vibratory Drum Sheepsfoot was used to apply compactive effort to the loose lift of soil / rock placed as fill as specified in **Section 6.2 Earthwork Recommendations under Soil / Shot Rock Placement in the Report of Geotechnical Exploration for XXXXXXXX dated February 26, 2010.** The SI observed the Ingersoll Rand Vibratory Drum Sheepsfoot to be "walking out" of the compacted soil / rock fill.

The SI did not observe any rock particle size which exceeded 12 inches in any dimension as specified in **Section 6.2 Earthwork Recommendations under Soil / Shot Rock Placement in the Report of Geotechnical Exploration for XXXXXXXX dated February 26, 2010.**

Due to the amount of weathered rock contained in the soil / rock overburden placed as fill the SI could not perform any Nuclear Density Testing on the in place fill.



PHOTO 1- CATERPILAR D6 BULLDOZER GRADES FILL



PHOTO 2- SHEEPSFOOT PULVERIZES ROCK PARTICLES

OBSERVATION OF PROOFROLLS DURING FILL PLACEMENT:

The SI observed proof-rolls throughout the fill process using fully loaded John Deere articulating off road tandem axle dump trucks with less than 1 inch of deflection observed under the pneumatic wheeled equipment and no rutting of the in place fill material observed under heavy trafficking.

SPEEDY MOISTURE TESTING:

Due to the amount of rock contained in the soil / rock mixture the SI performed Speedy Moisture Testing to establish a baseline for moisture and observed test results to be within the prescribed parameter for optimum moisture of 22.5 percent plus or minus three percent with the following readings observed and recorded:



422 Codell Drive / Lexington, Kentucky 40509

PROJECT:

JOB NUMBER:

CLIENT:

WORK ORDER NO.: 180377

SPECIAL INS.: Robert Tolley

DATE:

CONTRACTOR:

WEATHER: Clear -60's

TIME OF TEST	TARGET MOISTURE	MOISTURE OBTAINED	WITHIN ACCEPTED PERIMETERS
10:00 A.M.	22.5% ± 3%	24.5%	YES
12:00 P.M.	22.5% ± 3%	23.3%	YES
2:00 P.M.	22.5% ± 3%	25.5 %	YES
3:30 P.M.	22.5% ± 3%	22.9 %	YES

STOCKPILING OF CLEAN LEAN CLAY FOR USE IN BUILDING PAD:

The SI observed the stockpiling of what appeared to be clean lean light brown clay for later use as fill in the upper 3 feet of sub-grade beneath the building pad as specified in **Section 6.2 Earthwork Recommendations under Recommended Material Placement in the Report of Geotechnical**.

The contractor used 3 John Deere 862B Paddlewheel Scrapers to cut the clean clay soil overburden from the east and west side of the top 2-3 feet of the building pad. This material appeared to closely resemble the material described in **Section 6.2 Earthwork Recommendations in the Report of Geotechnical Exploration for XXXXXXXXX dated February 26, 2010.**

The contractor used a Caterpillar D6 Bulldozer to grade the stockpiled material and the weight of the pneumatic wheeled 862B John Deere Paddlewheel Scrapers appeared to be sufficient to seal the stockpiled material and help to protect it against inclement weather.



PHOTO 1-PADDLEWHEEL SCRAPERS STOCKPILE SOIL



PHOTO 2- PADDLEWHEEL SCRAPERS STOCKPILE SOIL



422 Codell Drive / Lexington, Kentucky 40509

PROJECT:

JOB NUMBER:

CLIENT:

WORK ORDER NO.: 180377

SPECIAL INS.: Robert Tolley

DATE:

CONTRACTOR:

WEATHER: Clear -60's

TEREX PEGSON ROCK CRUSHING AND SCREENING:

The SI observed boulder sized rock which appeared to be competent limestone removed as overburden from the building pad after being broken up using a Hitachi Hoe Ram.

The boulders were then loaded onto 2 John Deere articulating tandem axle off road dump trucks and hauled to a stockpile next to the stockpile of lean clay for use in the building pad.

A Volvo EC290B Track Hoe was used to load the boulders into the hopper of a Terex Pegson PremierTrak XA-400 Rock Crusher and Screen which produced 2 minus crushed stone and soil fines off of 2 separate belts.

A Caterpillar Front End Loader was used to remove the 2 minus crushed stone where it was placed as road bed for on site haul roads according to Mr. Philpot.

This was done in accordance with **Section 6.0 Conclusions and Recommendations under Rock Excavation in the Report of Geotechnical Exploration for XXXXXX dated February 26, 2010.**

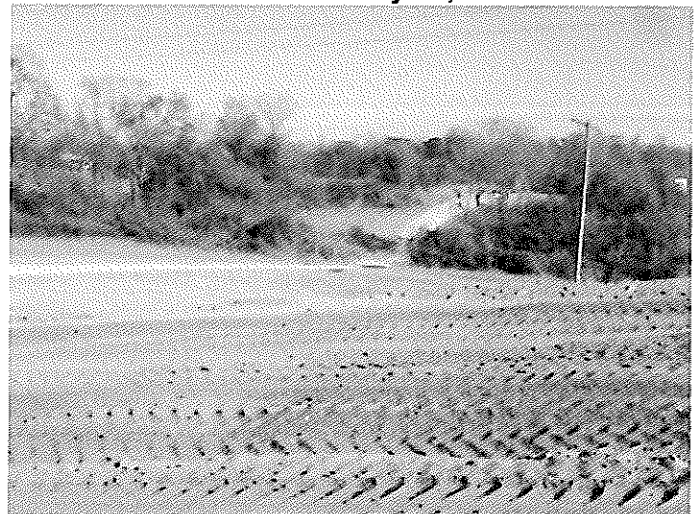


PHOTO 1- HITACHI HOE RAM USED TO BREAK UP BOULDERS PHOTO 2- 2 MINUS ROCK USED FOR HAUL ROADS



422 Codell Drive / Lexington, Kentucky 40509

PROJECT:

JOB NUMBER:

CLIENT:

WORK ORDER NO.: 180377

SPECIAL INS.: Robert Tolley

DATE:

CONTRACTOR:

WEATHER: Clear -60's



PHOTO 3-BUILDING PAD LOOKING NORTH



PHOTO 4-BUILDING PAD LOOKING NORTH



FIELD REPORT

2020 Liberty Road, Lexington, Kentucky 40505 859-293-5518 Fax 859-299-2481

PROJECT:		JOB NUMBER:	
CLIENT:		WORK ORDER NO.:	174608
TECHNICIAN:	ICC Special Inspector	DATE:	August 18, 2009
CONTRACTOR:		WEATHER:	Overcast / 80's

General Summary of Observations

S&ME SI on site and met with Mr. [redacted] with, Mr. [redacted] with [redacted], and Mr. [redacted] with [redacted] Concrete.

S&ME was requested to perform Kentucky Building Code Special Inspections for the Observation Of Fill Placement (KBC Section 1704.7 Soils), Inspections of Reinforcing Steel (KBC Section 1704.4.1 Inspection Of Reinforcing Steel) and Concrete (KBC Section 1704.4.5 The Observation Of The Sampling Of Fresh Concrete To Fabricate Test Specimens).

OBSERVATION OF FILL PLACEMENT PARALELL TO THE BUILDING PAD:

Prior to the placement of fill the SI observed the removal of unstable wet material from the area of fill placement until what appeared to be competent bedrock was exposed.

The SI observed a proofroll of the area of exposed bedrock using a fully loaded tandem axle off road articulating dump truck with no deflection observed.

The SI observed the placement of a soil / rock mix as fill material in loose lifts of approximately 12 inches parallel to the building pad using 2 John Deere articulating tandem axle off road dump trucks, a John Deere 330C Track Hoe and a John Deere 850C Bulldozer.

The fill material was placed parallel to the slope of the northwest side of the building pad and was cut from the area of the Future Football Field.

The soil / rock mix was placed as embankment in 2 loose lifts of approximately 12 inches using 2 Tandem Axle Off Road Articulating Dump Trucks and graded into place using a John Deere 850C Bulldozer.

An Ingersoll Rand Vibratory Drum Sheepsfoot was used to aid in compactive effort.

Due to the amount of rock contained in the fill material the SI could not perform Nuclear Density Testing.

The SI observed several proofrolls using a fully loaded John Deere tandem axle off road articulating dump truck with less than 1 inch of deflection observed.

The contractor maintained grading to promote positive draining of the in place fill at all times as specified under Site Grading Notes Line 6 on Sheet SD2.1 of the approved construction design plans. No pooling of water or soft spots in the fill was observed by the SI.



FIELD REPORT

2020 Liberty Road, Lexington, Kentucky 40505 859-293-5518 Fax 859-299-2481

PROJECT: JOB NUMBER:
CLIENT: WORK ORDER NO.: 174608
TECHNICIAN: ICC Special Inspector DATE: August 18, 2009
CONTRACTOR: WEATHER: Overcast / 80's

SPEEDY MOISTURE TESTS:

The SI performed 5 speedy moisture tests with the following test results obtained:

TEST NUMBER	TIME OBTAINED	MOISTURE	SOIL DESCRIPTION	MATCHING PROCTOR
1 (NORTH SLOPE)	9:30 A.M.	19.7%	YW. BRN. FAT CLAY	PROCTOR 3
2 (NORTH SLOPE)	11:30 A.M.	18.9%	YW. BRN. FAT CLAY	PROCTOR 3
3 (NORTH SLOPE)	2:30 P.M.	21.2%	YW. BRN. FAT CLAY	PROCTOR 3
4 (NORTH SLOPE)	3:30 P.M.	21.2%	YW. BRN. FAT CLAY	PROCTOR 3
3 (NORTH SLOPE)	4:30 P.M.	21.5%	YW. BRN. FAT CLAY	PROCTOR 3

FOUNDATION EXCAVATIONS:

The SI observed the excavation of soil to form continuous foundation footings for the exterior walls for the Area B Retaining Wall step-up at the Area A - Area B matchline for steps 3 and 4 as shown on Sheet S1.02 of the approved construction design plans using a Link Belt 2800-A Track Hoe.

The SI used a probe rod to probe the footing excavation for voids at intervals of two feet and observed that the footing excavation appeared to be free of voids or weak spots.

The Inspector observed that no rock particles were present in the footing excavations that were larger than 8" and all loose material was removed from the footing excavation.

The contractor used Doka Frami forms to form the sides of the footings.

This was an acceptable panel type material which provided a continuous, straight, smooth, exposed surface and appeared to be of sufficient thickness to withstand the pressure of newly placed concrete without bow or deflection as specified in Section 031000 Concrete Forming And Accessories Part 2.1 Form Materials Line A of the Project Manual Volume 1 of 2 dated February 2009.

STEEL REINFORCEMENT FOR AREA B FOOTINGS:

The SI observed the placement of reinforcing steel in the continuous foundation footing excavations for the exterior walls for the Area B Retaining Wall step-up at the Area A - Area B matchline as shown on Sheet S1.02 of the approved construction design plans to be as follows:

- 1) Section D /S3 (LWTOP) -9 #5 bars continuous at 12 inches on center as shown on Sheet-Site 3 of the approved shop drawings
- 2) Section D /S3 (SWTOP) - #6 bars continuous at 12 inches on center as shown on Sheet-Site 3 of the approved shop drawings
- 3) Section D /S3 dowels for inside face - #8 dowels at 12 inches on center as shown on Sheet-Site 3 of the approved shop drawings
- 4) Section D /S3 (LWBOT) - 5 #5 bars continuous as shown on Sheet-Site 3 of the approved shop drawings



FIELD REPORT

2020 Liberty Road, Lexington, Kentucky 40505 859-293-5518 Fax 859-299-2481

PROJECT:		JOB NUMBER:	
CLIENT:		WORK ORDER NO.:	174608
TECHNICIAN:	ICC Special Inspector	DATE:	August 18, 2009
CONTRACTOR:		WEATHER:	Overcast / 80's

drawings

- 5) Section D /S3 dowels for outside face - #5 dowels at 12 inches on center as shown on Sheet-Site 3 of the approved shop drawings
- 6) Section E /S3 (LWTOP) – 7 #5 bars continuous at 12 inches on center as shown on Sheet-Site 3 of the approved shop drawings
- 7) Section E /S3 (SWTOP) – 15 #5 bars continuous at 12 inches on center as shown on Sheet-Site 3 of the approved shop drawings
- 8) Section E /S3 dowels for inside face - #8 dowels at 12 inches on center as shown on Sheet-Site 3 of the approved shop drawings
- 9) Section E /S3 (LWBOT) – 5 #5 bars continuous as shown on Sheet-Site 3 of the approved shop drawings
- 10) Section E /S3 dowels for outside face - #5 dowels at 12 inches on center as shown on Sheet-Site 3 of the approved shop drawings
- 11) Section F /S3 (LWTOP) – 5 #5 bars continuous at 12 inches on center as shown on Sheet-Site 3 of the approved shop drawings
- 12) Section F /S3 (SWTOP) – #4 bars continuous at 12 inches on center as shown on Sheet-Site 3 of the approved shop drawings
- 13) Section F /S3 dowels for inside face - #5 dowels at 12 inches on center as shown on Sheet-Site 3 of the approved shop drawings
- 14) Section F /S3 (LWBOT) – 5 #5 bars continuous as shown on Sheet-Site 3 of the approved shop drawings
- 15) Section F /S3 dowels for outside face - #5 dowels at 12 inches on center as shown on Sheet-Site 3 of the approved shop drawings
- 16) Section G /S3 (LWTOP) – #4 bars continuous at 12 inches on center as shown on Sheet-Site 3 of the approved shop drawings
- 17) Section G /S3 (SWTOP) – #4 bars continuous at 12 inches on center as shown on Sheet-Site 3 of the approved shop drawings
- 18) Section G /S3 dowels for inside face - #5 dowels at 12 inches on center as shown on Sheet-Site 3 of the approved shop drawings
- 19) Section F /S3 (LWBOT) – 5 #5 bars continuous as shown on Sheet-Site 3 of the approved shop drawings
- 20) Section G /S3 dowels for outside face - #5 dowels at 12 inches on center as shown on Sheet-Site 3 of the approved shop drawings
- 21) 16 ½ gage annealed steel tie wire was used.
- 22) The steel reinforcing was grade 60 per ASTM 615 as specified in the General Notes under Reinforcement on Line 1 of Sheet S0.01 of the approved construction design plans.
- 23) The lap splice on the reinforcing steel in the continuous footing was 24 inches for #4 bottom bars and 31 inches for #5 top bars and met the minimum lap splice as specified in ACI 318-01 and the MMI of Kentucky Shop Drawings dated May 04, 2009.



FIELD REPORT

2020 Liberty Road, Lexington, Kentucky 40505 859-293-5518 Fax 859-299-2481

PROJECT:		JOB NUMBER:	
CLIENT:		WORK ORDER NO.:	174608
TECHNICIAN:	ICC Special Inspector	DATE:	August 18, 2009
CONTRACTOR:		WEATHER:	Overcast / 80's

24) Concrete Masonry Unit spacer bricks were used to lift the steel reinforcing off of the ground approximately 3 inches as specified in ACI 318-01 and the MMI of Kentucky Shop Drawings dated May 04, 2009.

CONCRETE PLACEMENT FOR FOOTINGS IN AREA B:

The SI observed the placement of concrete with a 28 day design strength of 3000 PSI as specified in the General Notes under Cast In Place Concrete on Line 1 of the approved construction design plans.

The concrete was placed in the continuous foundation footing excavations for the exterior walls for the Area B Retaining Wall step-up at the Area A - Area B matchline for steps 3 and 4 as shown on Sheet S1.02 of the approved construction design plans.

The concrete was placed in the continuous footing excavation for steps 3 and 4 from the front chute of a rotary drum concrete mixer.

The contractor used 2 mechanical agitators to aid in concrete consolidation which is in compliance with ACI 301 and ACI 309 as specified in Section 033000 Cast In Place Concrete Part 3 Execution Line 3.6 Vibration Sub-Line A of the Project Manual Volume 1 of 2 dated February 2009.

The contractor used a hand trowel to obtain a finished surface.

After obtaining a finished surface the contractor used a mold to place a 2 X 6 keyway for waterstop along the surface of the footing as specified in Detail 5A on Sheet S2.01 of the approved construction design plans.

CONCRETE TESTING RESULTS:

The SI observed the placement of concrete and observed a sampling of concrete at the 5 yard mark from the end of the chute. A total of 13 cubic yards of concrete was placed.

The sampling of concrete was tested for temperature, slump, unit weight, and air content as specified in the Structural Quality Assurance Plan under Cast In Place Concrete on Sheet S0.02 of the approved construction design plans.

The SI observed the casting of 1 set of 5 cylinders (4X8) to be tested for compressive strength.

All testing was done according to KBC Section 1704.4.5 and test results appeared to be within the project plans and specifications with no deviations or non-conformances observed or recorded.

The SI informed Mr. _____ and Mr. _____ of all test results and observations.



FIELD REPORT

2020 Liberty Road, Lexington, Kentucky 40505 859-293-5518 Fax 859-299-2481

PROJECT:		JOB NUMBER:	
CLIENT:		WORK ORDER NO.:	174608
TECHNICIAN:	ICC Special Inspector	DATE:	August 18, 2009
CONTRACTOR:		WEATHER:	Overcast / 80's

CONCRETE PLACEMENT FOR AREA B RETAINING WALL:

For steel reinforcing see Daily Field Report narrative under Reinforcing Steel for August 11, 2009.

The SI observed the placement of concrete with air entrainment and a 28 day design strength of 4000 PSI with air entrainment as specified in the General Notes under Cast In Place Concrete on Line 1 of the approved construction design plans.

The concrete was placed into the Doka Frami forms in the for the Area B Retaining Wall from approximately 80 feet north along the west wall continuing approximately 50 feet north to the northwest corner of the west wall of the Area B Gymnasium as shown on Sheet R1.1 of the approved construction design plans.

The concrete was placed into the Doka Frami forms from the chute of a front loading revolving drum concrete mixer using a $\frac{3}{4}$ yard concrete hopper (see photo below).

The contractor used a mechanical agitator (a handheld vibrator) to aid in concrete consolidation as specified in Section 03010 Concrete Work Part 3 Execution Line E of the Project Manual (see photo below).

The contractor used a hand trowel to obtain a finished surface.

CONCRETE TESTING RESULTS:

The SI observed the placement of concrete and observed a sampling of concrete at the 5 yard mark from the end of the chute. A total of 30 cubic yards of concrete was placed.

The sampling of concrete was tested for temperature, slump, unit weight, and air content as specified in Section 03010 Concrete Work Part 15 Quality Control Testing During Construction Line A of the Project Manual with all test results and locations listed on the attached report.

The SI observed the casting of 1 set of 5 cylinders (4X8) to be tested for compressive strength.

Testing was done according to KBC Section 1704.4.5 and test results appeared to be within the project plans and specifications with no deviations or non-conformances observed or recorded.

The SI informed Mr. _____ and Mr. _____ of all test results and observations.

AREA A REMEDIAL EFFORT FOR BREACH OF INTERIOR FOOTINGS:

The SI was informed by Mr. _____, Project Manager with S&ME, to gather precise measurements and locations for interior footing breaches in Corridor CA1 and the Chase for the Boys and Girls Restroom in Area A. See pictorial illustration at bottom of report and the attached Structural Plan Sheet S1.01.



FIELD REPORT

2020 Liberty Road, Lexington, Kentucky 40505 859-293-5518 Fax 859-299-2481

PROJECT:	JOB NUMBER:
CLIENT:	WORK ORDER NO.: 174608
TECHNICIAN: ICC Special Inspector	DATE: August 18, 2009
CONTRACTOR:	WEATHER: Overcast / 80's

Summary of Reinforcing Steel Observations

On-site Contact: Mr.

Requested Services: Observation of steel reinforcement placing

Steel Reinforcement Observation Location: Continuous foundation footing excavations for the exterior walls for the Area B Retaining Wall step-up at the Area A - Area B matchline

Location	Plan Reinforcement	Actual Reinforcement	Plans Page/ Note
Section D /S3 LWTOP	9 #5 bars continuous @ 12" o.c.	9 #5 bars continuous @ 12" o.c.	SITE 3
Section D /S3 SWTOP	6 #5 bars continuous @ 12" o.c.	6 #5 bars continuous @ 12" o.c.	SITE 3
Section D /S3 Dowels I / F	#8 @ 12" o.c.	#8 @ 12" o.c.	SITE 3
Section D /S3 LWBOT	5 #5 bars continuous	5 #5 bars continuous	SITE 3
Section D /S3 Dowels O/ F	#5 @ 12" o.c.	#5 @ 12" o.c.	SITE 3
Section E /S3 LWTOP	7 #5 bars continuous @ 12" o.c.	7 #5 bars continuous @ 12" o.c.	SITE 3
Section E /S3 SWTOP	15 #5 bars continuous @ 12" o.c.	15 #5 bars continuous @ 12" o.c.	SITE 3
Section E /S3 Dowels I / F	#8 @ 12" o.c.	#8 @ 12" o.c.	SITE 3
Section E /S3 LWBOT	5 #5 bars continuous	5 #5 bars continuous	SITE 3
Section E /S3 Dowels O/ F	#5 @ 12" o.c.	#5 @ 12" o.c.	SITE 3
Section F /S3 LWTOP	#4 bars continuous @ 12" o.c.	#4 bars continuous @ 12" o.c.	SITE 3
Section F /S3 SWTOP	6 #5 bars continuous @ 12" o.c.	6 #5 bars continuous @ 12" o.c.	SITE 3
Section F /S3 Dowels I / F	#5 @ 12" o.c.	#5 @ 12" o.c.	SITE 3
Section F /S3 LWBOT	5 #5 bars continuous	5 #5 bars continuous	SITE 3
Section F /S3 Dowels O/ F	#5 @ 12" o.c.	#5 @ 12" o.c.	SITE 3
Section G /S3 LWTOP	#4 bars continuous @ 12" o.c.	#4 bars continuous @ 12" o.c.	SITE 3
Section G /S3 SWTOP	#4 bars continuous @ 12" o.c.	#4 bars continuous @ 12" o.c.	SITE 3



FIELD REPORT

2020 Liberty Road, Lexington, Kentucky 40505 859-293-5518 Fax 859-299-2481

PROJECT:	JOB NUMBER:
CLIENT:	WORK ORDER NO.: 174608
TECHNICIAN: ICC Special Inspector	DATE: August 18, 2009
CONTRACTOR:	WEATHER: Overcast / 80's

Section G /S3 Dowels I / F	#5 @ 12" o.c.	#5 @ 12" o.c.	SITE 3
Section G /S3 LWBOT	#5 bars continuous	#5 bars continuous	SITE 3
Section G /S3 Dowels O/ F	#5 @ 12" o.c.	#5 @ 12" o.c.	SITE 3

Grade of steel reinforcement:	60 KSI	Page	S0.01	Note	Line 1
Splice length:	As specified in plan schedule per ACI-318-01 in shop drawings	R-3		Bottom right	
Cover / Clearance:	As specified in plan schedule per ACI-318-01 in shop drawings	R-3		Bottom right	
Cleanliness of Steel Reinforcement:	Free of mill scale, oil, dirt, rust, or anything else that would reduce or prohibit the bond with concrete.				
Method of Securing Steel Reinforcement:	Wire tied in place using 16 ½ gage annealed steel tie wire				
Deficiencies noted / Areas Not Approved:	none				
Corrective Action:	None				
Additional Remarks:	See daily field report narrative				



FIELD REPORT

2020 Liberty Road, Lexington, Kentucky 40505 859-293-5518 Fax 859-299-2481

PROJECT: JOB NUMBER:
 CLIENT: WORK ORDER NO.: 174608
 TECHNICIAN: ICC Special Inspector DATE: August 18, 2009
 CONTRACTOR: WEATHER: Overcast / 80's

Summary of Concrete Observations and Testing

On-site Contact: Mr.
 Requested Services: Observation of concrete placement / concrete testing / formation of cylinders
 Concrete Placement Location: Continuous foundation footing excavations for the exterior walls for the Area B Retaining Wall step-up (steps 3-4) at the Area A - Area B matchline
 Location of Concrete Placement for Test#1*: Continuous foundation footing excavations for the exterior walls for the Area B Retaining Wall step-up(steps 3-4) at the Area A - Area B matchline

Results of Concrete Testing

Supplier:	Water added: 0	Test No.: 1 of 2
Truck: 040	Requested by: N/A	Specifications
Ticket: 87841	Unit Weight: 152.40 PCF	Strength Required: 3000 PSI
Batch Time: 8:45 A.M.	Slump: 2 inches	Slump: 5 inch maximum
Time of Test: 10:00 A.M.	Air Content: 8.5%	Air Content: N / A
Ticket Strength: 3000 PSI	Concrete Temp: 85°	Temperature: 60° - 90°
Quantity: 5 Of 13 CY	Air Temp: 70's	Time Limit: 90 minutes

Location of Concrete Placement for Test#2*: Area B Retaining Wall from approximately 80 feet north along the west wall continuing approximately 50 feet north to the northwest corner of the west wall of the Area B Gymnasium

Results of Concrete Testing

Supplier:	Water added: 0	Test No.: 2 of 2
Truck: 034	Requested by: N/A	Specifications
Ticket: 87845	Unit Weight: 141.36 PCF	Strength Required: 4000 PSI
Batch Time: 12:20 P.M.	Slump: 6 inches	Slump: 6 inch maximum
Time of Test: 1:40 P.M.	Air Content: 7.0%	Air Content: 5% ± 2%
Ticket Strength: 4000 PSI	Concrete Temp: 85	Temperature: 60° - 90°
Quantity: 5 Of 30 CY	Air Temp: 80's	Time Limit: 90 minutes



FIELD REPORT

2020 Liberty Road, Lexington, Kentucky 40505 859-293-5518 Fax 859-299-2481

PROJECT:		JOB NUMBER:	
CLIENT:		WORK ORDER NO.:	174608
TECHNICIAN:	ICC Special Inspector	DATE:	August 18, 2009
CONTRACTOR:		WEATHER:	Overcast / 80's

Number of Concrete Mixes Placed Today: 2
Cast 2 Set(s) of 5 Concrete Test Specimens
Location of Test Specimens: Area B exterior foundation footing
Method of Consolidation: Handheld vibrator
Method of Curing/ Protection: Doka Frami forms
Cold / Hot / Wet Weather Provisions: Doka Frami forms
Deviations noted: None
Deviations Reported To: None reported
Corrective Action: None
Additional Remarks: See Daily Field Report narrative
Informed Test Results To: Mr. and Mr.

FIELD REPORT

2020 Liberty Road, Lexington, Kentucky 40505 859-293-5518 Fax 859-299-2481

PROJECT:

JOB NUMBER:

CLIENT:

WORK ORDER NO.: 174608

TECHNICIAN:

ICC Special Inspector

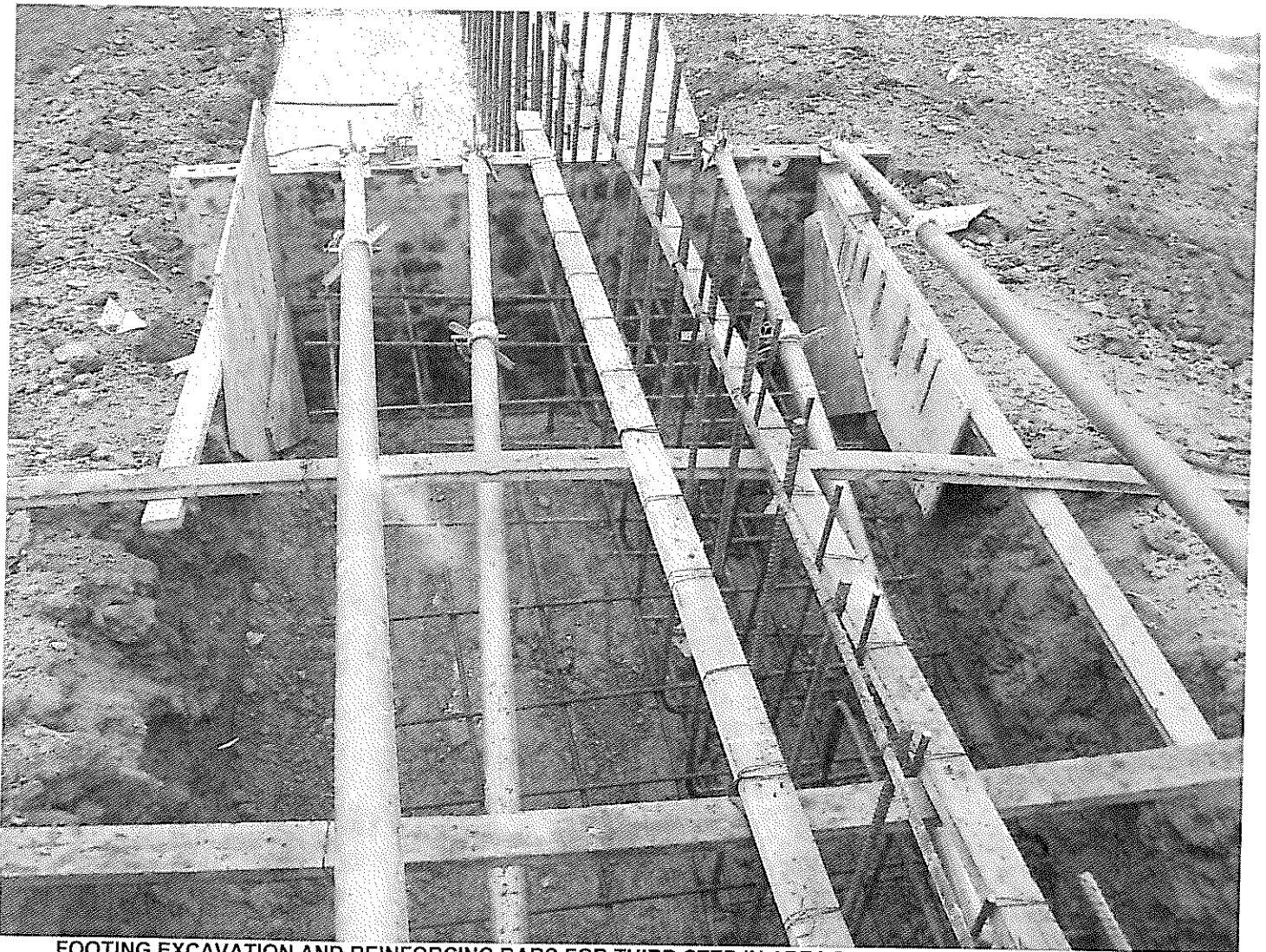
DATE:

August 18, 2009

CONTRACTOR:

WEATHER:

Overcast / 80's



FOOTING EXCAVATION AND REINFORCING BARS FOR THIRD STEP IN AREA B RETAINING WALL @ MATCHLINE



FIELD REPORT

2020 Liberty Road, Lexington, Kentucky 40505 859-293-5518 Fax 859-299-2481

PROJECT:		JOB NUMBER:	
CLIENT:		WORK ORDER NO.:	174608
TECHNICIAN:	ICC Special Inspector	DATE:	August 18, 2009
CONTRACTOR:		WEATHER:	Overcast / 80's



CONCRETE PLACEMENT AND REINFORCING BARS FOR FOURTH STEP IN AREA B RETAINING WALL @ MATCHLINE



FIELD REPORT

2020 Liberty Road, Lexington, Kentucky 40505 859-293-5518 Fax 859-299-2481

PROJECT:

JOB NUMBER:

CLIENT:

WORK ORDER NO.: 174608

TECHNICIAN:

ICC Special Inspector

DATE:

August 18, 2009

CONTRACTOR:

WEATHER:

Overcast / 80's



AREA A / AREA B RETAINING WALL FACE WHICH DOES NOT DISPLAY HONEYCOMBING, CRACKING, OR FINS

2020 Liberty Road, Lexington, Kentucky 40505 859-293-5518 Fax 859-299-2481

PROJECT:

JOB NUMBER:

CLIENT:

WORK ORDER NO.: 174608

TECHNICIAN:

ICC Special Inspector

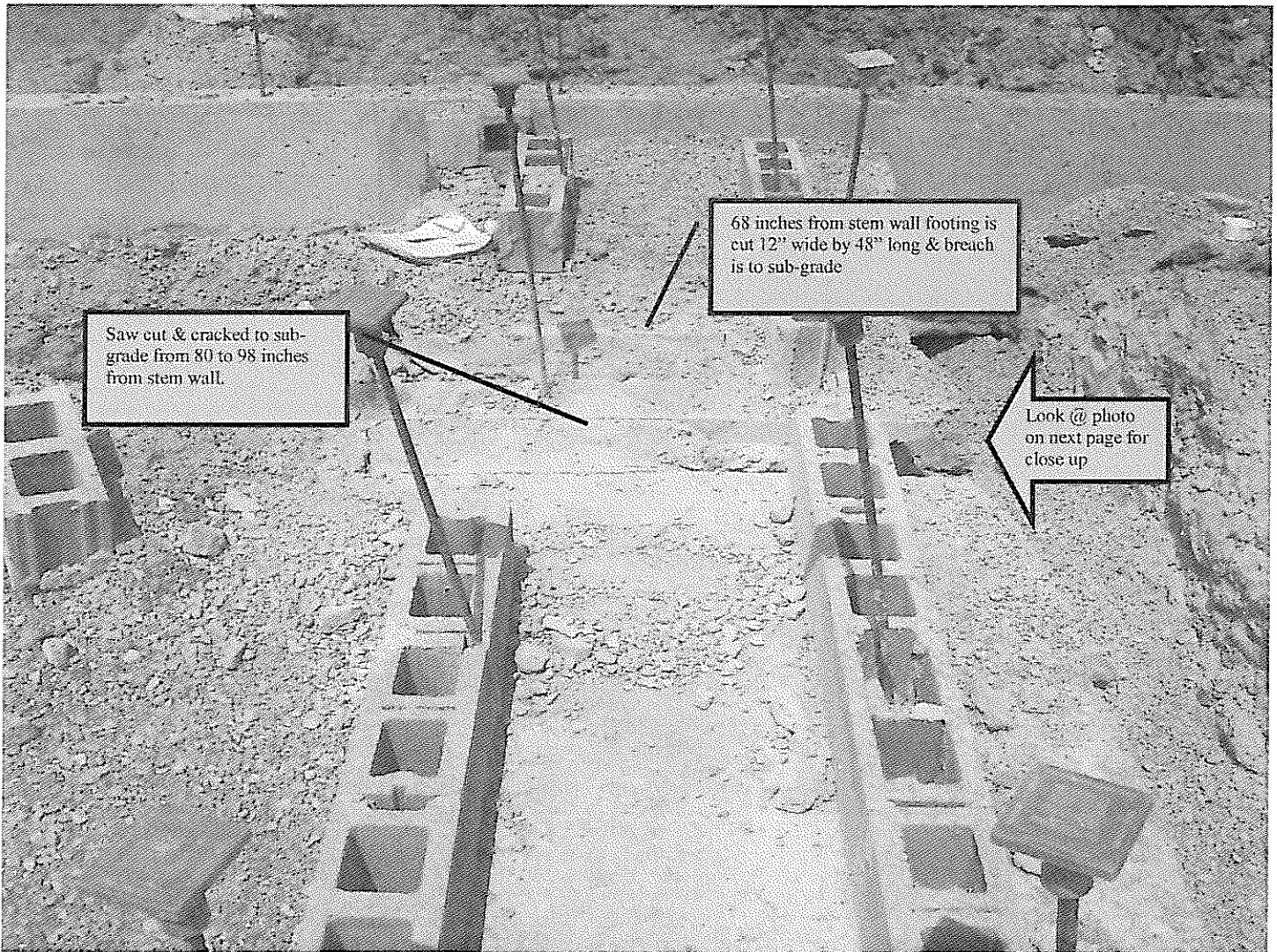
DATE:

August 18, 2009

CONTRACTOR:

WEATHER:

Overcast / 80's



ARROW SHOWS BREACHES IN AREA A CHASE @ BOYS AND GIRLS RESTROOM 116 AND 117

FIELD REPORT

2020 Liberty Road, Lexington, Kentucky 40505 859-293-5518 Fax 859-299-2481

PROJECT:

JOB NUMBER:

CLIENT:

WORK ORDER NO.: 174608

TECHNICIAN:

ICC Special Inspector

DATE:

August 18, 2009

CONTRACTOR:

WEATHER:

Overcast / 80's



FOOTING BREACHED TO SUB-GRADE 12" WIDE X 28 INCHES LONG. AREA A CHASE AS SHOWN ON PREVIOUS PAGE



FIELD REPORT

2020 Liberty Road, Lexington, Kentucky 40505 859-293-5518 Fax 859-299-2481

PROJECT:

JOB NUMBER:

CLIENT:

WORK ORDER NO.: 174608

TECHNICIAN:

ICC Special Inspector

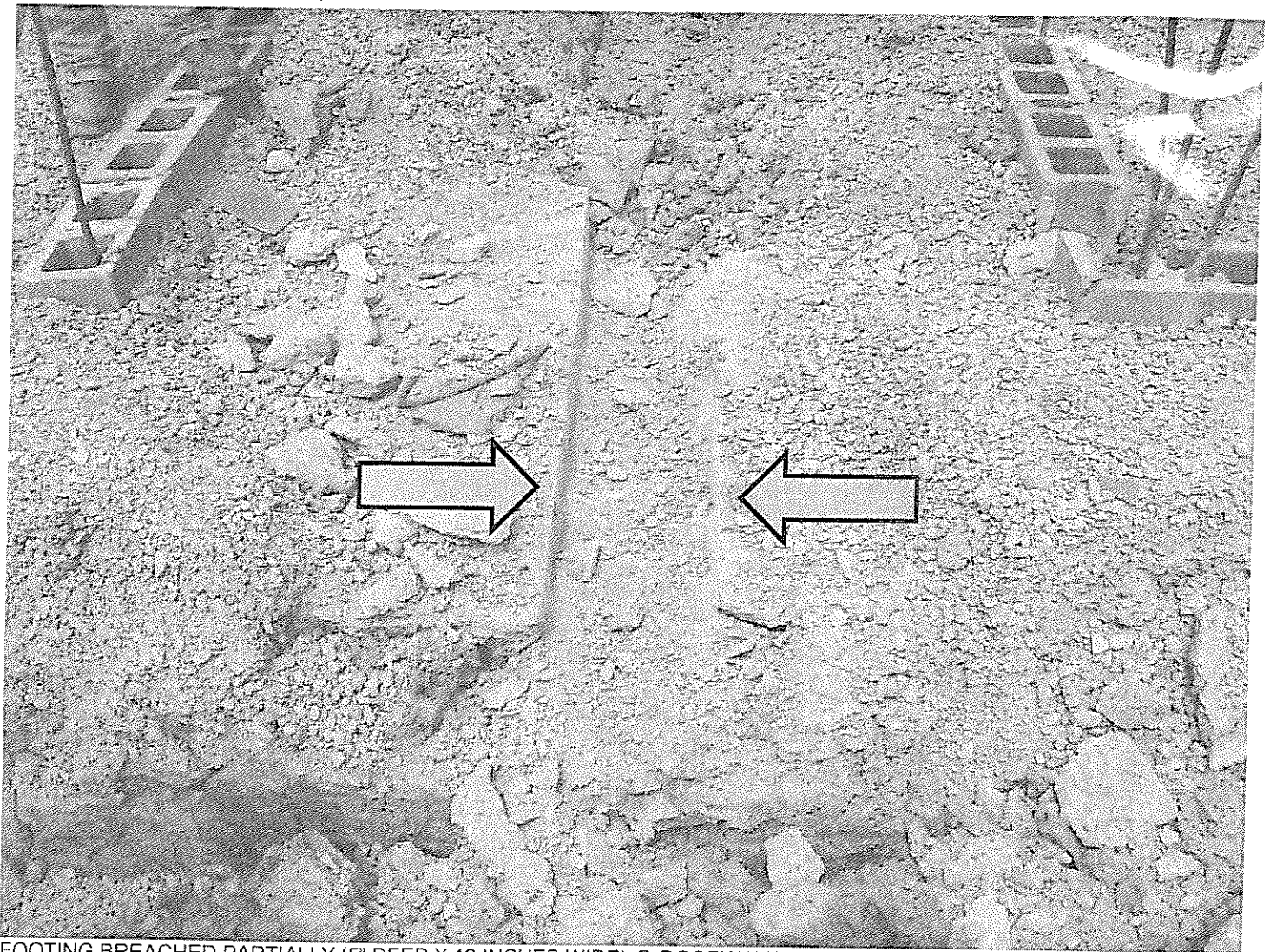
DATE:

August 18, 2009

CONTRACTOR:

WEATHER:

Overcast / 80's



FOOTING BREACHED PARTIALLY (5" DEEP X 12 INCHES WIDE) @ DOORWAY TO RESTROOMS 116 & 117 IN CORRIDOR CA1



FIELD REPORT

2020 Liberty Road, Lexington, Kentucky 40505 859-293-5518 Fax 859-299-2481

PROJECT:

JOB NUMBER:

CLIENT:

WORK ORDER NO.: 174608

TECHNICIAN:

ICC Special Inspector

DATE:

August 18, 2009

CONTRACTOR:

WEATHER:

Overcast / 80's



INTERIOR LOAD BEARING FOOTING BREACHED TO SUB-GRADE 28 INCHES WIDE 1 FOOT EAST OF DOORWAY TO RESTROOMS 116 AND 117



422 Codell Drive / Lexington, Kentucky 40509

PROJECT:	JOB NUMBER:
CLIENT:	WORK ORDER NO.: 180377
SPECIAL INS.: Robert Tolley	DATE:
CONTRACTOR:	WEATHER: Clear -60's

General Summary of Observations

S&ME ICC Special Inspector Robert Tolley on site and met with Mr. XXXXX with XXXX Excavating.

The S&ME SI was requested for observation of the placement of fill material; specifically the placement of fill in the Southeast Parking Lot.

CLEARING AND GRUBBING IN AREA OF FILL PLACEMENT:

The SI observed the removal of vegetation in the areas in which fill was to be placed using 3 John Deere 862B Paddlewheel Scrapers and a Caterpillar D6 Bulldozer.

The SI observed the area of fill placement to be free of grass, trees, shrubs, other vegetation, stumps and obstructions and grubbing roots as specified in **Section 6.2 Earthwork Recommendations under Site Preparation in the Report of Geotechnical Exploration for Clark County High School dated February 26, 2010.**

The SI observed the area of fill placement to be free of topsoil as specified in **Section 6.2 Earthwork Recommendations under Site Preparation in the Report of Geotechnical Exploration for XXXXXXXXXX dated February 26, 2010.**

The SI observed topsoil stockpiled and observed no debris, excessive roots or root balls, trash or other waste materials in stockpiled topsoil which appeared to be ready for re-spreading as specified in **Section 6.2 Earthwork Recommendations under Site Preparation in the Report of Geotechnical Exploration for XXXXXXXXXX dated February 26, 2010.**

APPROVAL OF SUB-GRADE FOR THE AREA OF FILL PLACEMENT:

The SI observed a proof roll of the sub-grade for the area in which fill was to be placed using a fully loaded John Deere articulating off road tandem axle dump truck with approximately 1 inch of deflection observed and no pumping or rutting observed or recorded.

The SI informed the contractor that the area proof rolled appeared to present a stable platform for the placement of fill.

PLACEMENT OF FILL IN THE FUTURE PRACTICE FIELD:

The SI observed the placement of what appeared to be a soil / rock mix which appeared to be generated by the excavation of weathered rock and soil above the competent bedrock which appeared to closely resemble the material described in **Section 6.2 Earthwork Recommendations in the Report of Geotechnical Exploration for XXXXXX dated February 26, 2010.**

The contractor used a John Deere 330C Track Hoe to excavate the soil / rock overburden from the west side of the building pad from north to south and load the overburden onto 2 John Deere articulating tandem axle off road dump trucks and haul the overburden to the fill site.



422 Codell Drive / Lexington, Kentucky 40509

PROJECT:	JOB NUMBER:
CLIENT:	WORK ORDER NO.: 180377
SPECIAL INS.: Robert Tolley	DATE:
CONTRACTOR:	WEATHER: Clear -60's

A Caterpillar D6 Bulldozer was used to grade the soil / rock fill into place in loose lifts of approximately 8-12 inches as specified in **Section 6.2 Earthwork Recommendations under Recommended Material Placement in the Report of Geotechnical Exploration for XXXXXXXX dated February 26, 2010.**

An Ingersoll Rand Vibratory Drum Sheepsfoot was used to apply compactive effort to the loose lift of soil / rock placed as fill as specified in **Section 6.2 Earthwork Recommendations under Soil / Shot Rock Placement in the Report of Geotechnical Exploration for XXXXXXXXX dated February 26, 2010.**The SI observed the Ingersoll Rand Vibratory Drum Sheepsfoot to be "walking out" of the compacted soil / rock fill.

The SI did not observe any rock particle size which exceeded 12 inches in any dimension as specified in **Section 6.2 Earthwork Recommendations under Soil / Shot Rock Placement in the Report of Geotechnical Exploration for XXXXXXXX dated February 26, 2010.**

Due to the amount of weathered rock contained in the soil / rock overburden placed as fill the SI could not perform any Nuclear Density Testing on the in place fill.



PHOTO 1- CATERPILAR D6 BULLDOZER GRADES FILL



PHOTO 2- SHEEPSFOOT PULVERIZES ROCK PARTICLES

OBSERVATION OF PROOFROLLS DURING FILL PLACEMENT:

The SI observed proof-rolls throughout the fill process using fully loaded John Deere articulating off road tandem axle dump trucks with less than 1 inch of deflection observed under the pneumatic wheeled equipment and no rutting of the in place fill material observed under heavy trafficking.

SPEEDY MOISTURE TESTING:

Due to the amount of rock contained in the soil / rock mixture the SI performed Speedy Moisture Testing to establish a baseline for moisture and observed test results to be within the prescribed parameter for optimum moisture of 22.5 percent plus or minus three percent with the following readings observed and recorded:



422 Codell Drive / Lexington, Kentucky 40509

PROJECT:

JOB NUMBER:

CLIENT:

WORK ORDER NO.: 180377

SPECIAL INS.: Robert Tolley

DATE:

CONTRACTOR:

WEATHER: Clear -60's

TIME OF TEST	TARGET MOISTURE	MOISTURE OBTAINED	WITHIN ACCEPTED PERIMETERS
10:00 A.M.	22.5% ± 3%	24.5%	YES
12:00 P.M.	22.5% ± 3%	23.3%	YES
2:00 P.M.	22.5% ± 3%	25.5 %	YES
3:30 P.M.	22.5% ± 3%	22.9 %	YES

STOCKPILING OF CLEAN LEAN CLAY FOR USE IN BUILDING PAD:

The SI observed the stockpiling of what appeared to be clean lean light brown clay for later use as fill in the upper 3 feet of sub-grade beneath the building pad as specified in **Section 6.2 Earthwork Recommendations under Recommended Material Placement in the Report of Geotechnical**.

The contractor used 3 John Deere 862B Paddlewheel Scrapers to cut the clean clay soil overburden from the east and west side of the top 2-3 feet of the building pad. This material appeared to closely resemble the material described in **Section 6.2 Earthwork Recommendations in the Report of Geotechnical Exploration for XXXXXXXXX dated February 26, 2010.**

The contractor used a Caterpillar D6 Bulldozer to grade the stockpiled material and the weight of the pneumatic wheeled 862B John Deere Paddlewheel Scrapers appeared to be sufficient to seal the stockpiled material and help to protect it against inclement weather.



PHOTO 1-PADDLEWHEEL SCRAPERS STOCKPILE SOIL

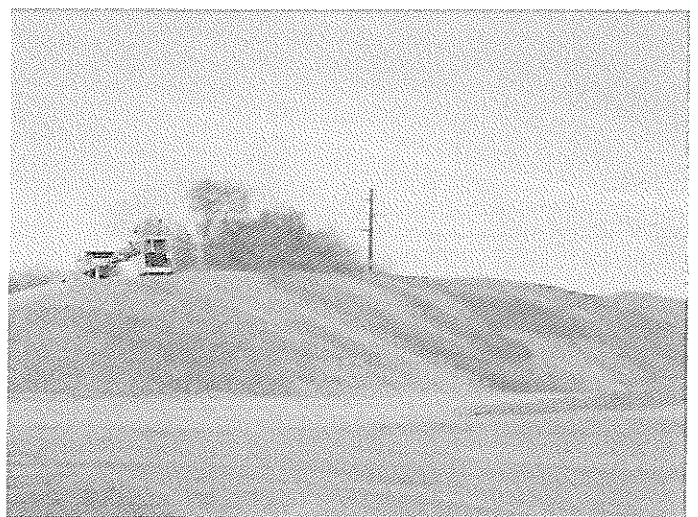


PHOTO 2- PADDLEWHEEL SCRAPERS STOCKPILE SOIL



422 Codell Drive / Lexington, Kentucky 40509

PROJECT:

JOB NUMBER:

CLIENT:

WORK ORDER NO.: 180377

SPECIAL INS.: Robert Tolley

DATE:

CONTRACTOR:

WEATHER: Clear -60's

TEREX PEGSON ROCK CRUSHING AND SCREENING:

The SI observed boulder sized rock which appeared to be competent limestone removed as overburden from the building pad after being broken up using a Hitachi Hoe Ram.

The boulders were then loaded onto 2 John Deere articulating tandem axle off road dump trucks and hauled to a stockpile next to the stockpile of lean clay for use in the building pad.

A Volvo EC290B Track Hoe was used to load the boulders into the hopper of a Terex Pegson PremierTrak XA-400 Rock Crusher and Screen which produced 2 minus crushed stone and soil fines off of 2 separate belts.

A Caterpillar Front End Loader was used to remove the 2 minus crushed stone where it was placed as road bed for on site haul roads according to Mr. Philpot.

This was done in accordance with **Section 6.0 Conclusions and Recommendations under Rock Excavation in the Report of Geotechnical Exploration for XXXXXX dated February 26, 2010.**



PHOTO 1- HITACHI HOE RAM USED TO BREAK UP BOULDERS



PHOTO 2- 2 MINUS ROCK USED FOR HAUL ROADS



422 Codell Drive / Lexington, Kentucky 40509

PROJECT:

JOB NUMBER:

CLIENT:

WORK ORDER NO.: 180377

SPECIAL INS.: Robert Tolley

DATE:

CONTRACTOR:

WEATHER: Clear -60's



PHOTO 3-BUILDING PAD LOOKING NORTH



PHOTO 4-BUILDING PAD LOOKING NORTH

List of Clients

S&ME, Inc. Client References



BFMJ Structural Engineers
Mr. Ethan Buell, P.E.
620 Euclid Avenue, Ste. 300
Lexington, Kentucky 40502
(859) 278-5050
(859)-278-6060 Fax

East Kentucky Power Cooperative
Mr. Mark Brewer, P.E.
4775 Lexington Road
Winchester, Kentucky 40391
(606) 744-4812
(606) 744-6008 Fax

Kentucky Transportation Cabinet
Geotechnical Branch – Division of Materials
Mr. Daryl Greer, P.E.
Mr. Mike Blevins, P.G.
Frankfort, Kentucky 40601
(502) 564-2374
(502) 564-3879 Fax

Clotfelter / Samokar
Mr. Tony Thomas
228 East Reynolds Road
Lexington, Kentucky 40517
(859) 273-3700
(859) 271-6605 Fax

Sherman/Carter/Barnhart Architects
Mr. Steve Sherman
2405 Harrodsburg Road
Lexington, Kentucky 40504
(859) 224-1351
(859) 224-8446 Fax

Ross Tarrant Architects
Mr. Laith Ross, P.E.
101 Lafayette Avenue
Lexington, Kentucky 40502
(859) 254-4018
(859) 231-5046 Fax

Brown & Kubican
Mr. Dan Kubican
2224 Young Drive
Lexington, Kentucky 40509
(859) 543-0933
(859) 543-0733 Fax

Ball Homes
Mr. Lee Fields
3609 Walden Drive
Lexington, Kentucky 40517
(859) 268-1191
(859) 514-4598 Fax

CMW Inc.
Mr. Joe Martinolich
400 East Vine Street, Ste. 400
Lexington, KY 40507
(859) 254-6623
(859) 259-1877

Poage Engineers & Associates
Mr. Brian Scott
446 East High Street
Suite 200
Lexington, KY 40507
(859) 255-9034

Fayette County Public Schools
Mr. Bill Wallace
701 E Main Street
Lexington, KY 40502
(859) 381-4100

University of Kentucky
Capital Project Management
Rich Ridel
Lexington, Kentucky 40506
(859) 218-3117

EDR
Mr. Rick Tripp, AIA LEED GA
4900 Waters Edge Drive, Suite 170
Raleigh, North Carolina 27606
(919) 747-3012
(919) 324-6614

Finance & Administration Cabinet
Department of Engineering & Contract
Administration
Mr. Carroll McGill
Mr. Ron Harris
Mr. Andrew Casebier
(502)-564-3155