



**CONTRACT DOCUMENTS
AND
SPECIFICATIONS**

DIVISION OF PARKS AND RECREATION

FOR

**Jacobson Park Pedestrian Bridge
Replacement**

Bid No. 14-2026

Prepared by: Clark Dietz Inc.

PART 1

ADVERTISEMENT FOR BIDS

INDEX

1. INVITATION
2. DESCRIPTION OF WORK
3. OBTAINING PLANS, SPECIFICATIONS, AND BID DOCUMENTS
4. METHOD OF RECEIVING BIDS
5. METHOD OF AWARD
6. BID WITHDRAWAL
7. BID SECURITY
8. SUBMISSION OF BIDS
9. RIGHT TO REJECT
10. NOTIFICATION TO THE LFUCG FOR AFFIRMATIVE ACTION
11. NOTICE CONCERNING MWDBE AND VETERAN GOALS – LFUCG
12. PRE-BID CONFERENCE

PART 1

ADVERTISEMENT FOR BIDS

1. INVITATION

Sealed proposals for the **Jacobson Park Pedestrian Bridge Replacement** will be received by the Lexington-Fayette Urban County Government (LFUCG) via Ion Wave until 2:00 p.m., local time, **April 14, 2026** for furnishing all labor and/or materials and performing all work as set forth by this advertisement, Ion Wave Q&A, conditions (general and special), specifications, and/or the drawings prepared by Clark Dietz Inc, for Lexington-Fayette Urban County Government. Immediately following the scheduled closing time for reception of bids, all proposals which have been submitted in accordance with the above will be opened electronically and a bid tab sheet will be available via Ion Wave.

LFUCG will only be accepting bids on-line through Ion Wave for this solicitation. Base bid and alternate totals (if required) should be provided on the appropriate line items tab on Ion Wave. Submissions without line item totals (if required) may be rejected and deemed non-responsive. All forms normally provided with bid submission should be downloaded from Ion Wave, filled out and attached with bid submission. A copy of bid bond must be included with submission. THESE INSTRUCTIONS SUPERCEDE ALL OTHER BID SUBMISSION INSTRUCTIONS PROVIDED IN THIS PACKAGE. PLEASE SUBMIT ALL QUESTIONS VIA THE Q&A MODULE ON ION WAVE.

2. DESCRIPTION OF WORK

Consisting of the construction and/or furnishing of items as listed in the Bid Schedule beginning on page P-6, Part III, Form of Proposal, of this document, for the **Jacobson Park Bridge Replacement** project, Lexington-Fayette County, Kentucky.

Specs and drawings are available on Ion Wave only.

3. OBTAINING PLANS, SPECIFICATIONS, AND BID DOCUMENTS

Plans, Specifications, and Contract Documents shall be obtained from Ion Wave (LFUCG's electronic bidding system). Ion Wave can be accessed at <https://lexingtonky.ionwave.net>

4. METHOD OF RECEIVING BIDS

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

Bids/proposals should be submitted online via Ion Wave.

5. METHOD OF AWARD

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

6. BID WITHDRAWAL

No bidder may withdraw his bid for a period of ninety (90) calendar days after the closing date for receipt of bids. Errors and omissions will not be cause for withdrawal of bid without forfeit of bid bond.

7. BID SECURITY

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

8. SUBMISSION OF BIDS

CONTRACTORS shall submit their bids via Ion Wave not later than 2:00 p.m. local time, **April 14, 2026**. Bids will not be received after the scheduled closing time for receipt of bids. If pricing is submitted in line items tab, bid tab sheet will be immediately available after bid opening, under the Documents link on Ion Wave.

9. RIGHT TO REJECT

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

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

The successful bidder must submit the following to the Lexington-Fayette Urban County Government:

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

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

11. NOTICE CONCERNING MWDBE and VETERAN OWNED SMALL BUSINESS GOALS

The Lexington-Fayette Urban County Government has a Certified Minority and Women Business Enterprise seventeen percent (17%) minimum goal including minimum subgoals of five percent (5%) for Minority Business Enterprises (MBE) and a subgoal of twelve percent (12%) for Women Business Enterprises (WBE); a three (3%) minimum goal for Certified Veteran-Owned Small Businesses and/or Certified Service- Disabled Veteran Owned Businesses; and a goal of utilizing Disadvantaged Business Enterprises (DBE), where applicable, for government contracts.

For assistance in locating certified DBEs, MBEs, WBEs, VOSBs and/or VOSBs, contact Sherita Miller at 859/258-3320 or by writing the address listed below:

Sherita Miller, MPA, CPSD
Minority Business Enterprise Liaison
Division of Procurement
Lexington-Fayette Urban County Government
200 East Main Street
Lexington, Kentucky 40507
smiller@lexingtonky.gov

12. PRE-BID CONFERENCE

A pre-bid conference is scheduled for March 31, 2026, 1:00 pm, at 4001 Athens Boonesboro Rd, Lexington, KY.

END OF SECTION

PART II
INFORMATION FOR BIDDERS

INDEX

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

PART II
INFORMATION FOR BIDDERS

1. RECEIPT AND OPENING OF BIDS

The Lexington-Fayette Urban County Government (herein called the OWNER) invites bids from firms on the project described in the Advertisement for Bids. The OWNER will receive bids via Ion Wave, at the time and in the manner set forth in the Advertisement for Bids, and the Bids. The OWNER may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all bids. Any bid may be withdrawn prior to the scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within 90 days after the actual time and date of the bid opening, but OWNER may, in its sole discretion, release any bid and return the Bid Security prior to that date.

The Lexington-Fayette Urban County Government assumes no responsibility for bids that are not delivered as indicated above.

2. PREPARATION OF BID

All sections of the bid package requiring Contractor information must be filled in and uploaded in the Response Attachments tab in IonWave. Bid bonds must be uploaded also. All pricing must be submitted in the Line Items tab in IonWave.

3. SUBCONTRACTS

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

4. QUALIFICATION OF BIDDER

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

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

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

- A. If the OWNER requires filling out a detailed financial statement, the bidder may provide its current certified financial statement(s) for the required time interval.
- B. Corporate firms are required to be registered with the Office of the Secretary of State, Commonwealth of Kentucky.
- C. Documents Required of CONTRACTOR - (1) A sworn statement signed by the President or owner of the Company regarding all current work in progress anywhere; (2) A document showing the percent of completion of each project and the total worth of each project; and (3) Documentation showing the percentage of the DBE employment levels on each project of the Bidder's current work force, and DBE participation levels for Subcontractors.
- D. Optional OWNER Requirements - The OWNER, at its discretion, may require the BIDDER/CONTRACTOR to provide: (1) A current detailed financial statement for a period including up to 3 prior years. (2) Financial security or insurance in amounts and kinds acceptable to the OWNER to meet the financial responsibility requirements for the CONTRACTOR to indemnify the OWNER. (3) Additional information and/or DBE work force data, as well as DBE participation data.

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

5. BID SECURITY

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

6. LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO CONTRACT

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

7. TIME OF COMPLETION

Bidder must agree to commence work on or before a date to be specified in a written "Notice to Proceed" from the OWNER and to fully complete the Project within the time as specified in the Contract. Bidder must agree also to pay \$250.00 per day thereafter deadline for final completion.

8. EXAMINATION OF CONTRACT DOCUMENTS AND SITE

- A. It is the responsibility of each Bidder before submitting a Bid, to (a) examine the Contract Documents thoroughly, (b) visit the site(s) to become familiar with local conditions that may affect cost, progress, performance or furnishing of the work, (c) consider Federal, State and Local laws and regulations that may affect cost, progress, performance or furnishing of the work, (d) study and carefully correlate Bidder's observations with the Contract Documents, and (e) notify Owner of all conflicts, errors or discrepancies in the Contract Documents.
- B. Bidders should examine the requirements of Section 4 of the General Conditions for information pertaining to subsurface conditions, underground structures, underground facilities, and availability of lands, easements, and rights-of-way. The completeness of data, presented in the Contract Documents, pertaining to subsurface conditions, underground structures, and underground facilities for the purposes of bidding or construction is not assured. The Bidder will, at Bidder's

own expense, make or obtain any additional examinations, investigations, explorations, tests and studies and obtain any additional information and data which pertain to the physical conditions (surface and subsurface) which may affect cost, progress, performance or furnishing of the Work and which Bidder deems necessary to determine its Bid for performing and furnishing the Work in accordance with the time, price, and other terms and conditions of the Contract Documents. On request in advance, OWNER will provide access to the site to conduct such explorations and tests as each Bidder deems necessary for submission of a bid. Bidder shall fill all holes, clean up and restore the site to its former condition upon completion of such explorations.

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

9. ADDENDA AND INTERPRETATIONS

No interpretation of the meaning of the Contract Documents will be made to any bidder orally. Every request for such interpretation should be in writing addressed to the Director of Procurement, who in turn will have an addendum issued under signature of the Project Manager for the Lexington-Fayette Urban County Government, and to be given consideration must be received at least seven (7) days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be mailed by certified mail with return receipt requested, faxed or emailed to all prospective bidders. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the Contract Documents.

10. SECURITY FOR FAITHFUL PERFORMANCE

- A. Simultaneously with his delivery of the executed Contracts, the CONTRACTOR shall furnish a surety bond or bonds as security for the faithful performance of this Contract and for payment of all persons performing labor on the Project under this Contract and furnishing materials in connection with this Contract, as specified in the General Conditions. The surety on such bond or bonds shall be a duly authorized surety company satisfactory to the OWNER and authorized to do business in the Commonwealth of Kentucky.

- B. All bonds required by this Contract and laws of this State shall be placed with agents licensed in the State of Kentucky. When the premium is paid for such coverages, the full commission shall be paid to such local agent who shall not divide such commission with any person other than a duly licensed resident local agent.
- C. **Contractor shall use standard Performance and Payment Bond forms such as documents provided with this contract book or AIA form A312-1984 (or later).**

11. POWER OF ATTORNEY

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

12. TAXES AND WORKMEN'S COMPENSATION

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

13. LAWS AND REGULATIONS

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

14. EROSION AND SEDIMENT CONTROL AND PERMITS

The CONTRACTOR and Subcontractors performing work on projects on behalf of the OWNER shall also comply with all applicable federal, state, and local environmental regulations and all requirements and conditions set forth in "special" permits including but not limited to Corp of Engineers 404 permits, 401 Water Quality Certifications, Stream Crossing and Floodplain Encroachment Permits as described in Part 4 General Conditions Paragraph 5.17.

15. PREVAILING WAGE LAW AND MINIMUM HOURLY RATES

Federal wage rates and regulations, if required for this Project, will be as described in the Special Conditions.

16. AFFIRMATIVE ACTION PLAN

The successful Bidder must submit the entire proposal with their bid, the following items to the Urban County Government:

1. Certification of Bid Proposal/DBE – see Part III
2. LFUCG MWDBE Participation Form – see Part III
3. Documentation Required for Good Faith Efforts and Outreach Plans – see Part III

A Work Force Analysis Form shall be submitted for each Contract. Failure to submit any of these items as required herein may result in disqualification of the Bidder from award of the Contract.

17. CONTRACT TIME

The number of calendar days within which the Work is to be substantially completed and ready for final payment (the Contract Time) is set forth in the Contract Agreement.

18. SUBSTITUTE OR "APPROVED EQUAL" ITEMS

The Contract, if awarded, will be on the basis of materials and equipment described in the Drawings or specified in the Specifications without consideration of possible substitute or "approved equal" items. Whenever it is indicated in the Drawings or specified in the Specifications that a substitute or "approved equal" item of material or equipment may be furnished or used by the CONTRACTOR if acceptable to the OWNER, application for such acceptance will not be considered by the OWNER until after the effective date of the Agreement. The procedure for submission of any such application by the CONTRACTOR and consideration by the OWNER is set forth in the General Conditions.

19. ALTERNATE BIDS

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

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

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

20. SIGNING OF AGREEMENT

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

21. ASSISTANCE TO BE OFFERED TO DISADVANTAGED BUSINESS ENTERPRISE (MWDBE) CONTRACTORS AND VETERAN OWNED SMALL BUSINESSES

A. Outreach for MWDBE(s) and Veteran Owned Small Businesses (VOSB)

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

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

Sherita Miller, MPA, CPSD
Minority Business Enterprise Liaison
Division of Procurement
Lexington-Fayette Urban County Government
200 East Main Street, Room 338
Lexington, Kentucky 40507
smiller@lexingtonky.gov

B. Bid Bond Assistance for MWDBE(s)

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

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

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

Sherita Miller, MPA, CPSD
Division of Procurement
Lexington-Fayette Urban County Government
200 East Main Street, Room 338
Lexington, Kentucky 40507
smiller@lexingtonky.gov
859-258-3323

D. MWDBE and VETERAN OWNED SMALL BUSINESSES (VOSB)

The LFUCG will, upon request, assist prime contractors in the procurement of eligible DBE subcontractors in an effort to achieve a seventeen percent (17%) minimum goal including minimum subgoals of five percent (5%) for Minority Business Enterprises (MBE) and a subgoal of twelve percent (12%) for Women Business Enterprises (WBE); a three (3%) minimum goal for Certified Veteran-Owned Small Businesses and/or Certified Service- Disabled Veteran Owned Businesses; and a goal of utilizing Disadvantaged Business Enterprises (DBE), where applicable, for government contracts.

For a list of eligible subcontractors, please contact:

Sherita Miller, MPA, CPSD
Minority Business Enterprise Liaison

Division of Procurement
Lexington-Fayette Urban County Government
200 East Main Street, Room 338
Lexington, Kentucky 40507
smiller@lexingtonky.gov
[859-258-3323](tel:859-258-3323)

22. LFUCG NON-APPROPRIATION CLAUSE

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

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

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

23. NOTICE OF CONTENTION

Vendors who respond to this invitation have the right to file a notice of contention associated with the bid process or to file a notice of appeal of the recommendation made by the Director of Procurement resulting from this invitation.

Notice of contention with the bid process must be filed within 3 business days of the bid/proposal opening by (1) sending a written notice, including sufficient documentation to support contention, to the Director of the Division of Procurement or (2) submitting a written request for a meeting with the Director of Procurement to explain his/her contention with the bid process. After consulting with the Commissioner of Finance the Chief Administrative Officer and reviewing the documentation and/or hearing the vendor, the Director of Procurement shall promptly respond in writing findings as to the compliance with bid processes. If, based on this review, a bid process irregularity is deemed to have occurred the Director of Procurement will consult with the Commissioner of Finance, the Chief Administrative Officer and the Department of Law as to the appropriate remedy.

Notice of appeal of a bid recommendation must be filed within 3 business days of the bid recommendation by (1) sending a written notice, including sufficient documentation to support appeal, to the Director, Division of Procurement or (2) submitting a written request for a meeting with the Director of Procurement to explain the appeal. After reviewing the documentation and/or hearing the vendor and consulting with the Commissioner of Finance and the Chief Administrative Officer, the Director of Procurement shall in writing, affirm or withdraw the recommendation.

END OF SECTION

PART III
FORM OF PROPOSAL

INDEX

1.	FORM OF PROPOSAL	P-2
2.	LEGAL STATUS OF BIDDER.....	P-4
3	BIDDERS AFFIDAVIT	P-5
4.	BID SCHEDULE – SCHEDULE OF VALUES	P-6
5.	STATEMENT OF BIDDER'S QUALIFICATIONS	P-10
6.	LIST OF PROPOSED SUBCONTRACTORS	P-14
7.	LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT MWDDBE PARTICIPATION GOALS, FORMS, AND GOOD FAITH EFFORTS	P-16
8.	AUTHENTICATION OF BID AND STATEMENT OF NON-COLLUSION AND NON-CONFLICT OF INTEREST.....	P-29
9.	STATEMENT OF EXPERIENCE.....	P-30
10.	EQUAL OPPORTUNITY AGREEMENT.....	P-32
11.	EQUAL EMPLOYMENT OPPORTUNITY AFFIRMATIVE ACTION POLICY	P-36
12.	WORKFORCE ANALYSIS	P-37
13.	EVIDENCE OF INSURABILITY	P-38
14.	DEBARRED FIRMS.....	P-39
15.	DEBARRED CERTIFICATION	P-40

PART III

Invitation to Bid No. 14-2026

Jacobson Park Pedestrian Bridge Replacement

1. FORM OF PROPOSAL

Place: Lexington, Kentucky

Date: _____

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

This Proposal Submitted by _____

(Name and Address of Bidding Contractor)

(Hereinafter called "Bidder"), organized and existing under the laws of the State of _____, doing business as _____
_____ "a corporation," "a partnership", or an "individual" as applicable.

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

Gentlemen:

The Bidder, in compliance with your Invitation for Bids for **Jacobson Park Pedestrian Bridge Replacement** project having examined the Plans and Specifications with related documents, having examined the site for proposed Work, and being familiar with all of the conditions surrounding the construction of the proposed Project, including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to construct the Project in accordance with the Contract Documents, within the time set forth therein, and at the lump sum and/or unit prices stated hereinafter. These prices are to cover all expenses incurred in performing the Work required under the Contract Documents, of which this proposal is a part.

The Bidder hereby acknowledges receipt of the following addenda:

Addendum No. _____ Date _____

Addendum No. _____ Date _____

Addendum No. _____ Date _____

Addendum No. _____ Date _____

Addendum No. _____ Date _____

Addendum No. _____ Date _____

Addendum No. _____ Date _____

Addendum No. _____ Date _____

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

2. **LEGAL STATUS OF BIDDER**

Bidder _____

Date _____

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

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

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

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

3.

BIDDERS AFFIDAVIT

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

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

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

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

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

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

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

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

8. Bidder will comply with all registration requirements as a contractor where required by Section 5-85 of the Code of Ordinances of the Lexington-Fayette Urban County Government. Bidder will utilize as subcontractors on the contract only contractors who are registered as required by Section 5-85 of the Code of Ordinances. Bidder will maintain a "current" status with regard to all contractor registration requirements during the life of the contract and will ensure that all subcontractors maintain a "current" status with regard to all contractor registration requirements during the life of the contract. Bidder has authorized the Division of Procurement to verify the registration of Bidder and Bidder's subcontractors with the Division of Building Inspection.

Signature

Printed Name

Title

Date

Company Name _____

Address _____

Subscribed and sworn to before me by _____
(Affiant)

(Title)

of _____ this _____ day of _____, 20____.
(Company Name)

Notary Public
[seal of notary]

My commission expires: _____

4. BID SCHEDULE – SCHEDULE OF VALUES

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

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

If a discrepancy between the unit price and the item total exists, the unit price prevails except: If the unit price is illegible, omitted, or the same as the item total, item total prevails and the unit price is the quotient of the item total and the quantity.

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

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

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

Pricing should be submitted in the Line Items tab on IonWave. Page P-8 must be fully executed and attached to bid submission or bid will be considered non-responsive.

Item No.	Description	Unit	Quantity
1.	Base Bid, as per specs.	LS	1

Submitted by:

Firm

Address

City, State & Zip

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

Signature of Authorized Company Representative – Title

Representative/s Name (Typed or Printed)

Area Code – Phone –Fax #

E-Mail Address

OFFICIAL ADDRESS:

_____ (Seal if Bid is by Corporation)

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

5. STATEMENT OF BIDDER'S QUALIFICATIONS

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

1. Name of Bidder: _____

2. Permanent Place of Business: _____

3. When Organized: _____

4. Where Incorporated: _____

5. Construction Plant and Equipment Available for this Project:

(Attach Separate Sheet If Necessary)

6. Financial Condition:

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

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

(Surety)

Signed: _____ (Representative of Surety)

8. The following is a list of similar projects performed by the Bidder: (Attach separate sheet if necessary).

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

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

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

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

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

11. DBE Participation on current bonded projects under contract:

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

(USE ADDITIONAL SHEETS IF NECESSARY)

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

Respectfully submitted:

(Name of Contracting Firm)

BY: _____

TITLE: _____

DATE _____

6. LIST OF PROPOSED SUBCONTRACTORS

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

<u>BRANCH OF WORK-LIST</u>	<u>DBE</u>	<u>% of EACH MAJOR ITEM</u>
	Work	

LIST OF MATERIALS/ SUPPLIERS

Bidders are hereby advised that this list must be complete and submitted with the Bid.

Listing "as per plans and specifications", will not be considered as sufficient identification. Where more than one "Make or Brand" is listed for any one item, the Owner has the right to select the one to be used.

Item	Brand Name, Manufacturer and/or Supplier

7.



LEXINGTON

MINORITY BUSINESS ENTERPRISE PROGRAM

Sherita Miller, MPA, CPSD
Minority Business Enterprise Liaison
Division of Procurement
Lexington-Fayette Urban County Government
200 East Main Street
Lexington, KY 40507
smiller@lexingtonky.gov
859-258-3323

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

To that end the urban county council adopted and implemented Resolution 272-2024 – a Certified Minority and Women Business Enterprise seventeen percent (17%) minimum goal including minimum subgoals of five percent (5%) for Minority Business Enterprises (MBE) and a subgoal of twelve percent (12%) for Women Business Enterprises (WBE); a three (3%) minimum goal for Certified Veteran-Owned Small Businesses and/or Certified Service- Disabled Veteran Owned Businesses; and a goal of utilizing Disadvantaged Business Enterprises (DBE), where applicable, for government contracts.

The resolution states the following definitions shall be used for the purposes of reaching these goals:

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

Certified Minority Business Enterprise (MBE) – a business in which at least fifty-one percent (51%) is owned, managed and controlled by an ethnic minority (i.e. Black American, Asian American, Hispanic American, Native American)

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

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

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

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

The following certifications are recognized and accepted by the MBEP:

Kentucky Transportation Cabinet (KYTC), Disadvantaged Business Enterprise (DBE)
Kentucky Minority and Women Business Enterprise (MWBE)
Women’s Business Enterprise National Council (WBENC)
National Women Business Owners Corporation (NWBOC)
National Minority Supplier Development Council (NMSDC)
Tri-State Minority Supplier Development Council (TSMSSDC)
U.S. Small Business Administration Veteran Small Business Certification (VetCert)
Kentucky Service- Disabled Veteran Owned Small Business (SDVOSB)

To comply with Resolution 272-2024, prime contractors, minority and women business enterprises, veteran owned small businesses, and service-disabled veteran owned small businesses must complete monthly contract compliance audits in the Diverse Business Management Compliance system, <https://lexingtonky.diversitycompliance.com/>

A list of organizations that certify and/or maintain lists of certified businesses (i.e. DBE, MBE, WBE, VOSB and/or SDVOSB) is available upon request by emailing, Sherita Miller, smiller@lexingtonky.gov.



LEXINGTON

LFUCG MWDBE PARTICIPATION FORM

Bid/RFP/Quote Reference # _____

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

MWBE Company, Name, Address, Phone, Email	DBE/MBE WBE/VOSB/SDVOSB	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1.				
2.				
3.				
4.				

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

Company

Company Representative

Date

Title



LEXINGTON

LFUCG MWDBE SUBSTITUTION FORM

Bid/RFP/Quote Reference # _____

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

SUBSTITUTED DBE/MBE/WBE/VOSB Company Name, Address, Phone, Email	DBE/MBE/WBE/VOSB/SDVOSB Formally Contracted/ Name, Address, Phone, Email	Work to Be Performed	Reason for the Substitution	Total Dollar Value of the Work	% Value of Total Contract
1.					
2.					
3.					
4.					

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

Company

Company Representative

Date

Title



LEXINGTON

DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS AND OUTREACH PLANS

As affirmed in Resolution Number 272-2024, the Urban County Council has adopted an annual aspirational goal of utilizing at least seventeen percent (17%) of public funds spend from certain discretionary agreements with certified Minority Business Enterprises (MBEs) and certified Woman Business Enterprises (WBEs); utilizing at least three percent (3%) of public funds from certain discretionary agreements with Certified Veteran-Owned Small Business and Certified Service-Disabled Veteran-Owned Small Businesses (VOSBs); and utilizing Disadvantaged Business Enterprises (DBEs) where applicable. Bidders should make every effort to achieve these goals.

Therefore, as an element of the responsiveness of the bid, all Bidders are required to submit documentation of their good faith and outreach efforts to ensure all businesses, including small and disadvantaged businesses such as minority-, woman-, and veteran-owned businesses, have an equal opportunity to compete for and participate in the performance of any subcontracts resulting from this procurement. Examples of good faith and outreach efforts that satisfy this requirement to encourage the participation of, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs include:

1. 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, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs to participate.
2. Attended LFUCG Procurement Economic Inclusion Outreach event(s) within the past year to meet new small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs to partner with on LFUCG contracts and procurements.
3. Attended pre-bid/pre-proposal meetings that were scheduled by LFUCG to inform small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs of subcontracting opportunities.
4. Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs.
5. Requested a list of certified small, DBE, MBE, WBE, VOSB and/or SDVOSB subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).
6. Contacted organizations that work with small, DBE, MBE, WBE, and VOSB companies for assistance in finding certified DBEs, MBEs, WBEs, VOSB and/or SDVOSBs to work on this project. Those contacted and their responses must be a part of the bidder's outreach efforts documentation.

7. Sent written notices, by certified mail, email, or facsimile, to qualified, certified small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs 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.
8. Followed up initial solicitations by contacting small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs via tailored communications to determine their level of interest.
9. Provided the interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs with adequate and timely information about the plans, specifications, and requirements of the contract.
10. Selected portions of the work to be performed by small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs in order to increase the likelihood of subcontracting participation. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate small, DBE, MBE, WBE, VOSB and/or SDVOSB participation, even when the prime contractor may otherwise perform these work items with its own workforce.
11. Negotiated in good faith with interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs, not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection must be so noted in writing with a description as to why an agreement could not be reached.
12. Included documentation of quotations received from interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs that 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.
 - a. 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 small business', DBE's MBE's, WBE's, VOSB's and/or SDVOSB's quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy the participation goals.
13. Made an effort to offer assistance to or refer interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal.
14. Made efforts to expand the search for small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs beyond the usual geographic boundaries.

15. Other – any other evidence that the bidder submits that may demonstrate that the bidder has made reasonable efforts to include small, DBE, MBE, WBE, VOSB and/or SDVOSB participation.

Bidder must document, with specificity, each of the efforts it made to include small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs as subcontractors in the procurement, including the date on which each effort was made, the medium through which each effort was made, and the outcome of each effort.

Note: Failure to submit the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement which is subject to review by the MBE Liaison. Documentation of Good Faith and Outreach Efforts must be submitted with the Bid, regardless of the proposed level of small, DBE, MBE, WBE, VOSB and/or SDVOSB participation in the procurement. If the Good Faith and Outreach Effort documentation is not submitted with the bid response, the bid may be rejected.

OUTREACH EFFORTS EVALUATION

Outreach efforts demonstrated by the bidder or respondent will be evaluated on a pass/fail basis.

ATTACHMENT A – SMALL AND DISADVANTAGED, MINORITY-, WOMEN-, AND VETERAN-OWNED BUSINESS OUTREACH PLAN

Proposer Name: _____	Date: _____
Project Name: _____	Project Number: _____
Contact Name: _____	Telephone: _____
Email: _____	

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

To that end, small and disadvantaged businesses, including minority-, woman-, veteran-, and service-disabled veteran-owned businesses, must have an equal opportunity to be utilized in the performance of contracts with public funds spent from certain discretionary agreements. By submitting its offer, Bidder/Proposer certifies that it has taken, and if there are further opportunities will take, reasonable steps to ensure that small and disadvantaged businesses, including minority-, woman-, veteran-, and service-disabled veteran-owned businesses, are provided an equal opportunity to compete for and participate in the performance of any subcontracts resulting from this procurement.

The information submitted in response to this clause will not be considered in any scored evaluation. Failure to submit this form may cause the bid or proposal to be rejected.

Is the Bidder/ Proposer a certified firm? Yes No

If yes, indicate all certification type(s):

DBE MBE WBE SBE VOSB/SDVOSB

and supply a copy of the certificate and/or certification letter if not currently listed on the city’s Minority Business Enterprise Program’s (MBEP) certified list.

1. Include a list of firms that Bidder/ Proposer has had a contractual relationship with within the last two years that are minority-owned, woman-owned, veteran-owned or small businesses, regardless of their certification status.

⏪ (Click or tap here to enter text.) ⏩

2. Does Bidder/Proposer foresee any subcontracting opportunities for this procurement?

Yes No

If no, please explain why in the field below. Do not complete the rest of this form and submit this first page with your bid and/or proposal.

If yes, please complete the following pages and submit all pages with your bid and/or proposal.

Describe the steps Bidder/Proposer took to solicit small and disadvantaged businesses, including MBEs, WBEs, VOSBs, and SDVOSBs, for subcontracting opportunities for this procurement.

3. Check the good faith and outreach efforts the Bidder/Proposer used to encourage the participation of small and disadvantaged businesses including, MBEs, WBEs, VOSBs and SDVOSBs:

- Bidder placed advertisements in search of prospective small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs for the solicitation.
- Bidder attended LFUCG Procurement Economic Inclusion Outreach event(s) within the past year.
- Bidder attended pre-bid and/or pre-proposal meetings for this solicitation.
- Bidder sponsored an Economic Inclusion Outreach event.
- Bidder requested a list of certified small, DBE, MBE, WBE, VOSB and/or SDVOSB subcontractors or suppliers from LFUCG.
- Bidder contacted organizations that work with small, DBE, MBE, WBE, VOSB and/or SDVOSB companies.
- Bidder sent written notices to certified small, DBE, MBE, WBE, VOSB and SDVOSB businesses.
- Bidder followed up to initial solicitations with interested small, DBE, MBE, WBE, VOSB and/or SDVOSB.
- Bidder provided small, DBE, MBE, WBE, VOSB and/or SDVOSB businesses interested in performing the solicited work with prompt access to the plans, specifications, scope of work, and requirements of the solicitation.
- Bidder made efforts to segment portions of the work to be performed by small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs, including dividing sub-bid/partnership opportunities into economically feasible units/parcels, to facilitate participation.

- Bidder negotiated in good faith with interested small, DBE, MBE, WBE, VOSB and/or SDVOSB businesses.
- Bidder provided adequate rationale for rejecting any small business', DBEs, MBEs, WBEs, VOSBs or SDVOSBs for lack of qualifications.
- Bidder offered assistance in obtaining bonding, insurance, financial, equipment, or other resources to small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs, in an effort to assist them in meeting project requirements.
- Bidder made efforts to expand the search for small businesses, DBEs MBEs, WBEs, VOSBs and/or SDVOSBs beyond the usual geographic boundaries.
- Bidder made other reasonable efforts to include small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs participation.

4. Bidder/Proposer must include documentation, including the date each effort was made, the medium through which each effort was made, and the outcome of each effort with this form, regardless of the level of small, DBE, MBE, WBE, VOSB and/or SDVOSB participation. Examples of required documentation include copies of email communications, copies of newspaper advertisements, or copies of quotations received from interested small businesses, DBEs, MBEs, WBEs, VOSBs or SDVOSBs.

 Click or tap here to enter text. 

For detailed information regarding outreach efforts that satisfy the MBE Program's requirements, please see "Documentation Required for Good Faith Efforts and Outreach Plans" page.

Note: The Bidder/Proposer must be willing to report the identity of each subcontractor and the value of each subcontract to MBEP if awarded a contract from this procurement.

Failure to submit the documentation requested may be cause for rejection of the bid. Bidders may include any other documentation deemed relevant to this requirement, which is subject to review by the MBE Liaison. Documentation of Good Faith and Outreach Efforts must be submitted with the bid, regardless of the proposed level of SBEs, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs participation in the procurement. If the Good Faith and Outreach Effort Form and associated documentation is not submitted with the bid response, the bid may be rejected.

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

Company

Company Representative

Date

Title

4870-1925-6809, v. 1

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

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

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

9. **STATEMENT OF EXPERIENCE**

NAME OF INDIVIDUAL: _____

POSITION/TITLE: _____

STATEMENT OF EXPERIENCE: _____

NAME OF INDIVIDUAL: _____

POSITION/TITLE: _____

STATEMENT OF EXPERIENCE: _____

NAME OF INDIVIDUAL: _____

POSITION/TITLE: _____

STATEMENT OF EXPERIENCE: _____

NAME OF INDIVIDUAL: _____

POSITION/TITLE: _____

STATEMENT OF EXPERIENCE: _____

NAME OF INDIVIDUAL: _____

POSITION/TITLE: _____

STATEMENT OF EXPERIENCE: _____

NAME OF INDIVIDUAL: _____

POSITION/TITLE: _____

STATEMENT OF EXPERIENCE: _____

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

10. EQUAL OPPORTUNITY AGREEMENT

Standard Title VI Assurance

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

The Law

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

The Lexington-Fayette Urban County Government practices Equal Opportunity in recruiting, hiring and promoting. It is the Government's intent to affirmatively provide employment opportunities for those individuals who have previously not been allowed to enter into the mainstream of society. Because of its importance to the local Government, this policy carries the full endorsement of the Mayor, Commissioners, Directors, and all supervisory personnel. In following this commitment to Equal Employment Opportunity and because the Government is the

benefactor of the Federal funds, it is both against the Urban County Government policy and illegal for the Government to let contracts to companies which knowingly or unknowingly practice discrimination in their employment practices. Violation of the above mentioned ordinances may cause a contract to be canceled and the contractor may be declared ineligible for future consideration.

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

Bidders

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

Signature

Name of Business

The Entity (regardless of whether construction contractor, non-construction contractor or supplier) agrees to provide equal opportunity in employment for all qualified persons, to prohibit discrimination in employment because of race, color, religion, sex (including pregnancy, sexual orientation or gender identity), national origin, disability, age, genetic information, political affiliation, or veteran status, and to promote equal employment through a positive, continuing program from itself and each of its sub-contracting agents. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.

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

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

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

The Act further provides:

KRS 45.610. Hiring minorities – Information required

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

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

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

KRS 45.630 Termination of existing employee not required, when

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

KRS 45.640 Minimum skills

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

It is recommended that all of the provisions quoted above to be included as special conditions in each contract. In the case of a contract exceeding \$250,000, the contractor is required to furnish evidence that his work-force in Kentucky is representative of the available work-force in the area from which

he draws employees, or to supply an Affirmative Action plan which will achieve such representation during the life of the contract.

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

It is the policy of _____

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

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

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

12. WORKFORCE ANALYSIS FORM

Name of Organization: _____

Categories	Total	White (Not Hispanic or Latino)		Hispanic or Latino		Black or African-American (Not Hispanic or Latino)		Native Hawaiian and Other Pacific Islander (Not Hispanic or Latino)		Asian (Not Hispanic or Latino)		American Indian or Alaskan Native (not Hispanic or Latino)		Two or more races (Not Hispanic or Latino)		Total	
		M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Administrators																	
Professionals																	
Superintendents																	
Supervisors																	
Foremen																	
Technicians																	
Protective Service																	
Para-Professionals																	
Office/Clerical																	
Skilled Craft																	
Service/Maintenance																	
Total:																	

Prepared by: _____
(Name and Title)

Date: ____/____/____

Revised 2015-Dec-15

13. EVIDENCE OF INSURABILITY

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

Names Insured: _____

Employee ID: _____

Address: _____

Phone: _____

Project to be insured: _____

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

Section Items	Coverage	Minimum Limits and Policy Requirements	Limits Provided To Insured	Name of Insurer	A.M. Best's Code	Rating
SC-2 – see provisions	CGL	\$1,000,000 per occ. And \$2,000,000 aggregate	\$			
SC-2 – see provisions	AUTO	\$1,000,000/per occ.	\$			
SC-2 – see provisions	WC	Statutory w /endorsement as noted	\$			
SC-2 – see provisions	EXC	\$5,000,000 per occ.	\$			

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

Agency or Brokerage

Name of Authorized Representative

Street Address

Title

City State Zip

Authorized Signature

Telephone Number

Date

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

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

14. DEBARRED FIRMS

PROJECT NAME: _____

BID NUMBER: _____

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

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

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

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

Name of Firm Submitting Bid

Signature of Authorized Official

Title

Date

15. DEBARMENT CERTIFICATION

All contractors/subcontractors shall complete the following certification and submit it with the bid proposal.

The contractor/subcontractor certifies in accordance with Executive Order 12549 (Debarment and Suspension 2/18/86) that to the best of its knowledge and belief, that it and its principals:

- 1) Are not presently debarred, suspended, proposed for debarment, declared negligible, or voluntarily excluded from covered transactions or contract by any Federal department or agency for noncompliance with the Federal Labor Standards, Title VI of the Civil Rights Act of 1964 as amended, Executive Order 11246 as amended or any other Federal law;
 - a) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - b) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(a) of this certification; and
 - c) Have not within a three year period preceding this bid has one or more public (Federal, State or local) transactions or contracts terminated for cause or default.
- 2) Where the contractor is unable to certify to any of the statements in this certification, such prospective contractors shall attach an explanation to this certification form.

Firm Name: _____

Project: _____

Printed Name and Title of Authorized Representative: _____

Signature: _____

Date: _____

END OF SECTION

PART IV
GENERAL CONDITIONS
TABLE OF CONTENTS

Article Number	Title	Page
1.	DEFINITIONS	GC-6
2.	PRELIMINARY MATTERS.....	GC-10
3.	CONTRACT DOCUMENTS: INTENT, CONFLICTS, AMENDING AND REUSE	GC-11
4.	AVAILABILITY OF LANDS; PHYSICAL CONDITIONS; REFERENCE POINTS.....	GC-13
5.	CONTRACTOR'S RESPONSIBILITIES	GC-16
6.	OTHER WORK	GC-27
7.	OWNER'S RESPONSIBILITIES.....	GC-28
8.	CONSULTANT'S STATUS DURING CONSTRUCTION	GC-28
9.	CHANGES IN THE WORK.....	GC-31
10.	CHANGE OF CONTRACT PRICE.....	GC-32
11.	CHANGE OF CONTRACT TIME	GC-39
12.	WARRANTY AND GUARANTEE; TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK.....	GC-39
13.	PAYMENTS TO CONTRACTOR AND COMPLETION	GC-43
14.	SUSPENSION OF WORK AND TERMINATION.....	GC-47
15.	MISCELLANEOUS.....	GC-50

DETAILED TABLE OF CONTENTS OF GENERAL CONDITIONS

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

- 5.14 Record Drawings
- 5.15 Shop Drawings and Samples
- 5.16 Continuing the Work
- 5.17 Erosion and Sediment Control

- 6. Other Work
 - 6.1 Related Work at Site
 - 6.2 Other Contractors or Utility Owners
 - 6.3 Delays Caused By Others
 - 6.4 Coordination

- 7. OWNER'S Responsibilities
 - 7.1 Communications
 - 7.2 Data and Payments
 - 7.3 Lands, Easements, and Surveys
 - 7.4 Change Orders
 - 7.5 Inspections, Tests, and Approvals
 - 7.6 Stop or Suspend Work

- 8. CONSULTANT'S Status During Construction
 - 8.1 OWNER'S Representative
 - 8.2 Visits to Site
 - 8.3 Project Representation
 - 8.4 Clarification and Interpretations
 - 8.5 Authorized Variations in Work
 - 8.6 Rejecting Defective Work
 - 8.7 Shop Drawings
 - 8.8 Change Orders
 - 8.9 Payments
 - 8.10 Determinations for Unit Prices
 - 8.11 Decisions on Disputes
 - 8.12 Limitations on CONSULTANT'S Responsibilities

- 9. Changes in the Work
 - 9.1 OWNER May Order Changes
 - 9.2 Claims
 - 9.3 Work Not in Contract Documents
 - 9.4 Change Orders
 - 9.5 Notice of Change

10. Change of Contract Price
 - 10.1 Total Compensation
 - 10.2 Claim for Increase or Decrease in Price
 - 10.3 Value of Work
 - 10.4 Cost of the Work
 - 10.5 Not to Be Included in Cost of the Work
 - 10.6 CONTRACTOR'S Fee
 - 10.7 Itemized Cost Breakdown
 - 10.8 Cash Allowance
 - 10.9 Unit Price Work

11. Change of Contract Time
 - 11.1 Change Order
 - 11.2 Justification for Time Extension
 - 11.3 Time Limits

12. Warranty and Guarantee; Tests and Inspections; Correction, Removal or Acceptance of Defective Work
 - 12.1 Warranty and Guarantee
 - 12.2 Access to Work
 - 12.3 Tests and Inspections
 - 12.4 OWNER May Stop Work
 - 12.5 Correction or Removal of Defective Work
 - 12.6 One Year Correction Period
 - 12.7 Acceptance of Defective work
 - 12.8 Owner May Correct Defective Work

13. Payments to CONTRACTOR and Completion
 - 13.1 Schedule of Values
 - 13.2 Application for Progress Payments
 - 13.3 CONTRACTOR'S Warranty of Title
 - 13.4 Review of Application for Progress Payments
 - 13.5 Partial Utilization
 - 13.6 Final Inspection
 - 13.7 Final Application for Payment
 - 13.8 Final Payment and Acceptance
 - 13.9 CONTRACTOR'S Continuing Obligation
 - 13.10 Waiver of Claims

14. Suspension of Work and Termination

- 14.1 OWNER May Suspend Work
- 14.2 OWNER May Terminate
- 14.3 CONTRACTOR'S Services Terminated
- 14.4 Payment After Termination
- 14.5 CONTRACTOR May Stop or Terminate

15. Miscellaneous

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

END OF SECTION

PART IV

GENERAL CONDITIONS

1. DEFINITIONS

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

1.1 Addenda

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

1.2 Agreement

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

1.3 Application for Payment

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

1.4 Bid

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

1.5 Bidder

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

1.6 Bonds

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

1.7 Calendar Day

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

1.8 Change Order

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

1.9 Contract Documents

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

1.10 Contract Unit Price

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

1.11 Contract Time

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

1.12 CONTRACTOR

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

1.13 Defective

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

1.14 Drawings

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

1.15 Effective Date of the Agreement

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

1.16 CONSULTANT

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

1.17 Field Order

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

- 1.18 Giving Notice**
Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.
- 1.19 Laws and Regulations**
Laws, rules, regulations, ordinances, codes and/or orders.
- 1.20 Notice of Award**
The written notice by OWNER to the apparent successful bidder stating that upon compliance by the apparent successful bidder with the conditions enumerated therein, within the time specified, OWNER will sign and deliver the Agreement.
- 1.21 Notice to Proceed**
A written notice given by OWNER to CONTRACTOR fixing the date on which the Contract Time will commence to run and on which CONTRACTOR shall start to perform CONTRACTOR'S obligations under the Contract Documents.
- 1.22 OWNER**
The Lexington-Fayette Urban County Government.
- 1.23 Partial Utilization**
Placing a portion of the Work in service for the purpose for which it is intended (or related purpose) before reaching Completion for all the Work.
- 1.24 Project**
The total construction of which the Work to be provided under the Contract Documents may be the whole, or a part as indicated elsewhere in the Contract Documents.
- 1.25 Inspector**
The authorized representative who is assigned to the site or any part thereof.
- 1.26 Shop Drawings**
All drawings, diagrams, illustrations, schedules and other data which are specifically prepared by or for CONTRACTOR to illustrate some portion of the Work and all illustrations, brochures, standard schedules, performance charts, instructions, diagrams and other information prepared by a Supplier and submitted by CONTRACTOR to illustrate material or equipment for some portion of the Work.
- 1.27 Specifications**
Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and

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

1.28 Standard Specifications

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

1.29 Subcontractor

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

1.30 Special Conditions

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

1.31 Supplier

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

1.32 Underground Facilities

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

1.33 Unit Price Work

An amount equal to the sum of the established unit prices for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.

1.34 Work

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

1.35 Time Period

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

2. PRELIMINARY MATTERS

2.1 Delivery of Bonds

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

2.2 Copies of Documents

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

2.3 Commencement of Contract Time; Notice to Proceed

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

2.4 Starting the Project

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

2.5 Before Starting Construction

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

2.6 Submittal of Schedules

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

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

2.6.2 a preliminary schedule of Shop Drawing submissions; and

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

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

2.7 Preconstruction Conference

Before CONTRACTOR starts the Work at the proposed site, a conference attended by CONTRACTOR, CONSULTANT, EEO-Affirmative Action Officer, and other appropriate parties will be held to discuss the following issues: (1) The scheduling of the Work to be completed; (2) The procedures for handling shop drawings and other submittals; (3) The processing of applications for payment; (4) The establishment of an understanding among the involved parties in regard to the proposed project; (5) The establishment of procedures for effectively implementing the LFUCG's 10% minimum DBE goals; and (6) Requirement for Mechanic's Lien on Partial Applications for Payment.

2.8 Finalizing Schedules

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

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

3.1 General

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

3.2 Intent

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

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

3.3 Conflicts

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

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

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

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

3.4 Amending and Supplementing Contract Documents

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

3.5 Reuse of Documents

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

4. AVAILABILITY OF LANDS; PHYSICAL CONDITIONS, REFERENCE POINTS

4.1 Availability of Lands

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

4.2 Physical Conditions

4.2.1 Explorations and Reports

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

4.2.2 Existing Structures

Reference is made to the Special Conditions for identification of those drawings of physical conditions in or relating to existing surface and

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

4.2.3 Report of Differing Conditions

If CONTRACTOR believes that:

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

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

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

4.2.4 CONSULTANT'S Review

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

4.2.5 Possible Document Change

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

4.2.6 Possible Price and Time Adjustments

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

4.3 Physical Conditions-Underground Facilities

4.3.1 Shown or Indicated

The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the site is

based on information and data furnished to OWNER or CONSULTANT by the owners of such underground facilities or by others. Unless it is otherwise expressly provided in the Special Conditions:

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

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

4.3.2 Not Shown or Indicated

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

4.4 Reference Points

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

5. CONTRACTOR'S RESPONSIBILITIES

5.1 Supervision

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

5.2 Superintendence

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

5.3 Labor

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

5.4 Start-Up and Completion of Work

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

5.5 Materials and Equipment

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

5.5.1 Not Clearly Specified or Indicated

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

5.5.2 Coordination of Work

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

5.6 Adjusting Progress Schedule

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

5.7 Substitutes or “Or-Equal” Items

5.7.1 General

Whenever materials or equipment are specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular supplier, the naming of the item is intended to establish the type, function, and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other Suppliers may be accepted by OWNER/CONSULTANT if sufficient information is submitted by CONTRACTOR to allow OWNER/CONSULTANT to determine that the material or equipment proposed is equivalent or equal to that named. The procedure for review by OWNER/CONSULTANT will include the following. Requests for review of substitute items of material and equipment will not be accepted by OWNER/CONSULTANT from anyone, other than CONTRACTOR. If CONTRACTOR wishes to furnish or use a substitute item of material or equipment, CONTRACTOR shall make written application to OWNER/CONSULTANT for acceptance thereof, certifying that the proposed substitute will perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified. The application will state that the evaluation and acceptance of the proposed substitute will not prejudice CONTRACTOR’S achievement of completion on time, whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with OWNER for work on the Project) to adapt the design to the proposed substitute and whether or not incorporation or use of the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair and replacement service will be indicated. The application will also contain an itemized estimate of all costs that will result directly or indirectly from acceptance of such substitute, including costs of redesign and claims of other contractors affected by the resulting change, all of which shall be considered by OWNER/CONSULTANT in evaluating the proposed substitute. OWNER/CONSULTANT may require CONTRACTOR to furnish at CONTRACTOR’S expense additional data about the proposed substitute.

5.7.2 Substitutes

If a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents, CONTRACTOR may furnish or utilize a substitute means, method, sequence, technique or procedure of construction acceptable to OWNER/CONSULTANT, if CONTRACTOR submits sufficient information to allow OWNER/CONSULTANT to determine that the substitute proposed is equivalent to that indicated or required by the Contract

Documents. The procedure for review by OWNER/CONSULTANT will be similar to that provided in paragraph 5.7.1 as applied by OWNER/CONSULTANT.

5.7.3 OWNER/CONSULTANT'S Approval

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

5.8 Subcontractors, Suppliers, and Others

5.8.1 Acceptable to CONSULTANT

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

5.8.2 Objection After Due Investigation

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

OWNER or CONSULTANT of any such Subcontractor, Supplier or other person or organization shall constitute a waiver of any right of OWNER or CONSULTANT to reject defective Work.

5.8.3 Contractor Responsible for Acts of Subcontractors

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

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

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

5.8.4 Division of Specifications

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

5.8.5 Agreement Between Contractor and Subcontractors

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

5.8.6 Statements and Comments by CONTRACTOR

Neither the CONTRACTOR, his employees, nor his subcontractors shall at any time make any statement or comment as

to the project scope, nature, intention, design, or construction method to any third party or parties without the explicit written consent of the OWNER.

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

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

5.9 Patent Fees and Royalties

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

5.10 Permits

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

5.11 Laws and Regulations

5.11.1 CONTRACTOR to Comply

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

5.11.2 Specifications and Drawings at Variance

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

Any party, firm or individual submitting a proposal pursuant to invitation must have paid all taxes owed to the Lexington-Fayette Urban County Government at the time the proposal is submitted, and must maintain a "current" status in regard to those taxes throughout the Contract. If applicable, business must be licensed in Fayette County.

5.12 Taxes

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

5.13 Use of Premises

5.13.1 Project Site

CONTRACTOR shall confine construction equipment, the storage of materials and equipment and the operations of workers to the staging areas or work site areas identified in and permitted by the Contract Documents and other land and areas permitted by Laws and Regulations, rights-of-way, permits and easements, and shall not unreasonably encumber the premises with construction equipment or other materials or equipment. CONTRACTOR shall assume full responsibility for any damage to any such

land or area, or to the owner or occupant thereof or of any land or areas contiguous thereto, resulting from the performance of the Work. Should any claim be made against OWNER or CONSULTANT by any such owner or occupant because of the performance of the Work, CONTRACTOR shall promptly attempt to settle with such other party by agreement or otherwise resolve the claim by arbitration or at law. CONTRACTOR shall, to the fullest extent permitted by Laws and Regulations, indemnify and hold OWNER and CONSULTANT harmless from and against all claims, damages, losses and expenses (including, but not limited to, fees of engineers, architects, attorneys and other professionals and court and arbitration costs) arising directly, indirectly or consequentially out of any action, legal or equitable, brought by any such other party against OWNER or CONSULTANT to the extent based on a claim arising out of CONTRACTOR'S performance of the Work.

5.13.2 Clean UP

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

5.13.1 Loading of Structures

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

5.14 **Record Drawings**

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

5.15 **Shop Drawings and Samples**

5.15.1 Shop Drawing Submittals

After checking and verifying all field measurements and after complying

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

5.15.2 Sample Submittals

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

5.15.3 Review by CONTRACTOR

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

5.15.4 Notice of Variation

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

5.15.5 CONSULTANT'S Approval

CONSULTANT will review and approve with reasonable promptness Shop Drawings and samples, but CONSULTANT'S review and approval will be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents and shall not extend to means, methods, techniques, sequences or procedures of construction (except where a specific means, method, technique, sequence or

procedure of construction is indicated in or required by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions. CONTRACTOR shall make corrections required by CONSULTANT, and shall return the required number of corrected copies of Shop Drawings and submit, as required, new samples for review and approval. CONTRACTOR shall direct specific attention in writing to revisions other than the corrections called for by CONSULTANT on previous submittals.

5.15.6 Responsibility for Errors and Omissions

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

5.15.7 Cost of Related Work

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

5.16 Continuing the Work

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

5.17 Erosion and Sediment Control

5.17.1 General Environmental Requirements

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

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

5.17.2 Stormwater Pollution Prevention

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

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

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

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

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

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

6. OTHER WORK

6.1 Related Work at Site

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

6.2 Other Contractors or Utility Owners

CONTRACTOR shall afford each utility owner and other contractor who is a party to such a direct contract (or OWNER, if OWNER is performing the additional work with OWNER'S employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such work, and shall properly connect and coordinate the Work with theirs. CONTRACTOR shall do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. CONTRACTOR shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of CONSULTANT and the others whose work will be affected. The duties and responsibilities of CONTRACTOR under this paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of CONTRACTOR in said direct contracts between OWNER and such utility owners and other contractors.

6.3 Delays Caused by Others

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

6.4 Coordination

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

responsibility will be itemized, and the extent of such authority and responsibilities will be provided, in the Special Conditions.

7. OWNER'S RESPONSIBILITIES

7.1 Communications

OWNER shall issue all communications to CONTRACTOR through CONSULTANT.

7.2 Data and Payments

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

7.3 Lands, Easements, and Surveys

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

7.4 Change Orders

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

7.5 Inspections, Tests and Approvals

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

7.6 Stop or Suspend Work

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

8. CONSULTANT'S STATUS DURING CONSTRUCTION

8.1 OWNER'S Representative

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

8.2 Visits to Site

CONSULTANT will make visits to the site at intervals appropriate to the various stages of construction to observe the progress and quality of the executed Work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. CONSULTANT will not be required to make exhaustive or

continuous on-site inspections to check the quality or quantity of the Work. CONSULTANT'S efforts will be directed toward providing for OWNER a greater degree of confidence that the completed Work will conform to the Contract Documents. On the basis of such visits and on-site observations, CONSULTANT will keep OWNER informed of the progress of the Work and will endeavor to guard OWNER against defects and deficiencies in the Work.

8.3 Project Representation

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

8.4 Clarifications and Interpretations

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

8.5 Authorized Variations in Work

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

8.6 Rejecting Defective Work

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

8.7 Shop Drawings

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

8.8 Change Orders

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

8.9 Payments

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

8.10 Determinations for Unit Prices

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

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

8.11 Decision on Disputes

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

8.12 Limitations on CONSULTANT's Responsibilities

8.12.1 CONTRACTOR, Supplier, or Surety

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

8.12.2 To Evaluate the Work

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

8.12.3 CONTRACTOR'S Means, Methods, Etc.

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

8.12.4 Acts of Omissions of CONTRACTOR

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

9. CHANGES IN THE WORK

9.1 OWNER May Order Change

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

9.2 Claims

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

9.3 Work Not in Contract Documents

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

9.4 Change Orders

OWNER and CONTRACTOR shall execute appropriate Change Orders covering:

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

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

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

9.5 Notice of Change

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

10. CHANGE OF CONTRACT PRICE

10.1 Total Compensation

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

10.2 Claim for Increase or Decrease in Price

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

10.3 Value of Work

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

10.3.1 Unit Prices

Where the Work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of

the items involved (subject to the provisions of paragraphs 10.9.1. through 10.9.3, inclusive).

10.3.2 Lump Sum

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

10.3.3 Cost Plus Fee

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

10.4 Cost of the Work

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

10.4.1 Payroll Costs

Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the Work under schedules of job classifications agreed upon by OWNER and CONTRACTOR. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, workers' or workmen's compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. Such employees shall include superintendents and foremen at the site. The expenses of performing Work after regular working hours, on Saturday, Sunday or legal holidays, shall be included in the above to the extent authorized by OWNER.

10.4.2 Materials and Equipment Costs

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

10.4.3 Subcontractor Costs

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

10.4.4 Special Consultant Costs

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

10.4.5 Supplemental Costs

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

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

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

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

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

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

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

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

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

10.5 Not to Be Included in Cost of the Work

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

10.5.1 Costs of Officers and Executives

Payroll costs and other compensation of CONTRACTOR'S officers, executives, principals (of partnership and sole proprietorships), general

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

10.5.2 Principal Office

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

10.5.3 Capital Expense

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

10.5.4 Bonds and Insurance

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

10.5.5 Costs Due to Negligence

Costs due to the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied and making good any damage to property.

10.5.6 Other Costs

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

10.6 Contractor's Fee

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

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

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

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

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

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

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

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

10.7 Itemized Cost Breakdown

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

10.8 Cash Allowances

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

10.8.1 Materials and Equipment

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

10.8.2 Other Costs

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

10.8.3 Change Order

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

10.9 Unit Price Work

10.9.1 General

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

10.9.2 Overhead and Profit

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

10.9.3 Claim for Increase in Unit Price

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

11. CHANGE OF CONTRACT TIME

11.1 Change Order

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

11.2 Justification for Time Extensions

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

11.3 Time Limits

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

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

12.1 Warranty and Guarantee

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

12.2 Access to Work

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

12.3 Tests and Inspections

12.3.1 Timely Notice

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

12.3.2 Requirements and Responsibilities

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

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

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

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

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

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

12.3.3 On-Site Construction Test and Other Testing

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

12.3.4 Covered Work

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

12.3.5 CONTRACTOR'S Obligation

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

12.4 **OWNER May Stop the Work**

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

12.5 **Correction or Removal of Defective Work**

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

12.6 **One Year Correction Period**

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

(including but not limited to fees and charges of engineers, architects, attorneys and other professionals) will be paid by CONTRACTOR. In special circumstances where a particular item of equipment is placed in continuous service before Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications or by Change Order.

12.7 Acceptance of Defective Work

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

12.8 OWNER May Correct Defective Work

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

13. PAYMENTS TO CONTRACTOR AND COMPLETION

13.1 Schedule of Values

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

13.2 Application for Progress Payment

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

13.2.1 Waivers of Mechanic's Lien

With each Application for Payment OWNER may require CONTRACTOR to submit waivers of mechanic's lien from entities lawfully entitled to file a mechanic's lien arising out of the Contract and related to the Work covered by the payment.

13.2.1.1 Requirement for waivers of Mechanic's Lien on Partial Applications for Payment will be determined and communicated at the Preconstruction Conference.

13.2.1.2 Submit partial waivers on each item for amount requested in previous application, after deduction for retainage, on each item.

13.2.1.3 When an application shows completion of an item, submit conditional final or full waivers.

13.2.1.4 Owner reserves the right to designate which entities involved in the Work must submit waivers.

13.2.1.5 Waiver Forms: Submit executed waivers of lien on forms acceptable to Owner.

13.3 CONTRACTOR'S Warranty of Title

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

13.4 Review of Applications for Progress Payment

13.4.1 Submission of Application for Payment

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

13.4.2 CONSULTANT'S Recommendation

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

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

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

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

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

13.5 Partial Utilization

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

13.6 Final Inspection

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

13.7 Final Application for Payment

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

furnish a release or receipt in full, CONTRACTOR may furnish a Bond or other collateral satisfactory to OWNER to indemnify OWNER against any Lien.

13.8 Final Payment and Acceptance

13.8.1 CONSULTANT'S Approval

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

13.8.2 Delay in Completion of Work

If, through no fault of CONTRACTOR, final completion of the Work is significantly delayed, OWNER shall, upon receipt of CONTRACTOR'S final Application for Payment and recommendation of CONSULTANT, and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by OWNER for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if Bonds have been furnished as required in paragraph 10 of Part II, Information for Bidders, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by CONTRACTOR to CONSULTANT with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

13.9 CONTRACTOR'S Continuing Obligation

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

Contract Documents or a release of CONTRACTOR'S obligation to perform the Work in accordance with the Contract Documents (except as provided in paragraph 13.10).

13.10 Waiver of Claims

The making and acceptance of final payment will constitute:

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

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

14. SUSPENSION OF WORK AND TERMINATION

14.1 OWNER May Suspend Work

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

14.2 OWNER May Terminate

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

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

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

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

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

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

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

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

14.2.8 if CONTRACTOR disregards the authority of CONSULTANT, or

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

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

but when exercising any rights or remedies under this paragraph OWNER shall not be required to obtain the lowest price for the Work performed.

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

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

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

14.3 CONTRACTOR'S Services Terminated

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

14.4 Payment After Termination

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

14.5 CONTRACTOR May Stop Work or Terminate

If, through no act or fault of CONTRACTOR, the Work is suspended for a period of more than ninety days by OWNER or under an order of court or other public authority, or CONSULTANT fails to act on any Application for Payment within sixty days after it is submitted, or OWNER fails for sixty days to pay CONTRACTOR any sum finally determined to be due, then CONTRACTOR may, upon seven days' written notice to OWNER and CONSULTANT, terminate the Agreement and recover from OWNER payment for all Work executed and any expense sustained plus reasonable termination expenses. In addition and in lieu of terminating the Agreement, if CONSULTANT has failed to act on an Application for Payment or OWNER has failed to make any payment as aforesaid, CONTRACTOR may upon seven days' written notice to OWNER and

CONSULTANT stop the Work until payment of all amounts then due. The provisions of this paragraph shall not relieve CONTRACTOR of the obligations under paragraph 5.16 to carry on the Work in accordance with the progress schedule and without delay during disputes and disagreements with OWNER.

15. MISCELLANEOUS

15.1 Claims for Injury or Damage

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

15.2 Non-Discrimination in Employment

The CONTRACTOR shall comply with the following requirements prohibiting discrimination:

15.2.1 That no person (as defined in KRS 344.010) shall bid on Lexington-Fayette Urban County Government construction projects, or bid to furnish materials or supplies to the Lexington-Fayette Urban County Government, if, within six months prior to the time of opening of bids, said person shall have been found, by declaratory judgment action in Fayette Circuit Court, to be presently engaging in an unlawful practice, as hereinafter defined. Such declaratory judgment action may be brought by an aggrieved individual or upon an allegation that an effort at conciliation pursuant to KRS 344.200 has been attempted and failed, by the Lexington-Fayette County Human Rights Commission.

15.2.2 That it is an unlawful practice for an employer:

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

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

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

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

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

15.3 Temporary Street Closing or Blockage

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

15.4 Percentage of Work Performed by prime CONTRACTOR

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

15.5 Clean-up

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

15.6 General

The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon CONTRACTOR by paragraphs 12.1, 12.3.5, 13.3, and 15.2 and all of the rights and remedies available to OWNER and CONSULTANT thereunder, are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies

available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee or by other provisions of the Contract Documents, and the provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right and remedy to which they apply. All representations, warranties and guarantees made in the Contract Documents will survive final payment and termination or completion of the Agreement.

15.7 Debris Disposal

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

END OF SECTION

PART V
SPECIAL CONDITIONS
INDEX

- 1 BLASTING
- 2 RISK MANAGEMENT PROVISIONS –
INSURANCE AND INDEMNIFICATION
- 3 WEATHER RELATED DELAYS
- 4 WAGE SCALES

1. **BLASTING** – not applicable.

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

INDEMNIFICATION AND HOLD HARMLESS PROVISION

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

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

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

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

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

FINANCIAL RESPONSIBILITY

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

INSURANCE REQUIREMENTS

YOUR ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW, AAND YOU MAY NEED TO CONFER WITH YOUR INSURANCE AGENTS, BROKERS, OR CARRIERS TO DETERMINE IN ADVANCE OF SUBMISSION OF A RESPONSE THE AVAILABILITY OF THE INSURANCE COVERAGES AND ENDORSEMENTS REQUIRED HEREIN. IF YOU FAIL TO COMPLY WITH THE INSURANCE REQUIREMENTS BELOW, YOU MAY BE DISQUALIFIED FROM AWARD OF THE CONTRACT.

Required Insurance Coverage

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

<u>Coverage</u>	<u>Limits</u>
General Liability aggregate (Insurance Services Office Form CG 00 01)	\$1 million per occurrence, \$2 million or \$2 million combined single limit
Commercial Automobile Liability (Insurance Services Office Form CA 0001)	combined single, \$1 million per occurrence
Worker's Compensation	Statutory
Employer's Liability	\$100,000.00
Excess/Umbrella Liability	\$5 million per occurrence

The policies above shall contain the following conditions:

- a. All Certificates of Insurance forms used by the insurance carrier shall be properly filed and approved by the Department of Insurance for the Commonwealth of Kentucky (DOI). LFUCG shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy using the Kentucky DOI approved forms.
- b. The General Liability Policy shall be primary to any insurance or self-insurance retained by LFUCG.

c. The General Liability Policy shall include a Products and Completed Operations endorsement or Premises and Operations Liability endorsement unless it is deemed not to apply by LFUCG.

d. LFUCG shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed.

e. Said coverage shall be written by insurers acceptable to LFUCG and shall be in a form acceptable to LFUCG. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.

Renewals

After insurance has been approved by LFUCG, evidence of renewal of an expiring policy must be submitted to LFUCG, and may be submitted on a manually signed renewal endorsement form. If the policy or carrier has changed, however, new evidence of coverage must be submitted in accordance with these Insurance Requirements.

Deductibles and Self-Insured Programs

IF YOU INTEND TO SUBMIT A SELF-INSURANCE PLAN IT MUST BE FORWARDED TO LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, DIVISION OF RISK MANAGEMENT, 200 EAST MAIN STREET, LEXINGTON, KENTUCKY 40507 NO LATER THAN A MINIMUM OF FIVE (5) WORKING DAYS PRIOR TO THE RESPONSE DATE. Self-insurance programs, deductibles, and self-insured retentions in insurance policies are subject to separate approval by Lexington-Fayette Urban County Government's Division of Risk Management, upon review of evidence of BIDDER/CONTRACTOR's financial capacity to respond to claims. Any such programs or retentions must provide LFUCG with at least the same protection from liability and defense of suits as would be afforded by first-dollar insurance coverage. If BIDDER/CONTRACTOR satisfies any portion of the insurance requirements through deductibles, self-insurance programs, or self-insured retentions, BIDDER/CONTRACTOR agrees to provide Lexington-Fayette Urban County Government, Division of Risk Management, the following data prior to the final acceptance of bid and the commencement of any work:

- a. Latest audited financial statement, including auditor's notes.
- b. Any records of any self-insured trust fund plan or policy and related accounting statements.
- c. Actuarial funding reports or retained losses.

- d. Risk Management Manual or a description of the self-insurance and risk management program.
- e. A claim loss run summary for the previous five (5) years.
- f. Self-Insured Associations will be considered.

Safety and Loss Control

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

Verification of Coverage

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

Right to Review, Audit and Inspect

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

DEFAULT

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

00357187

3. WEATHER RELATED DELAYS

- A. The Project Completion date shall be established with the understanding that no extension of time will be granted for weather related delays that are within the average temperature or number of rain or snow days within a particular month. The average weather conditions shall be established by referencing the records of the National Oceanic and Atmospheric Administration (NOAA) and as defined herein.
- B. Extensions of inclement weather shall be granted only when the work affected must be on schedule at the time of delay. No time will be granted for work which is behind schedule in excess of the actual delay caused by the weather, assuming the work had been on schedule.
- C. Time granted for weather delays shall be requested on a monthly basis.
- D. The weather experienced at the project site during the contract period must be found to be unusually severe, that is more severe than the adverse weather anticipated for the project location during any given month. The unusually severe weather must actually cause a delay to the completion of the project. The delay must be beyond the control and without the fault or negligence of the contractor.
- E. The anticipated adverse weather delays shall be based on the National Oceanic and Atmospheric Administration (NOAA) climatography ten year average for the Lexington Bluegrass Airport KY US location. The Mean Number of Days of daily precipitation using ≥ 0.10 will determine the base line for monthly anticipated adverse weather evaluations. The contractor's progress schedule must reflect these anticipated adverse weather delays in all weather dependent activities. Upon acknowledgement of the Notice to Proceed (NTP) and continuing throughout the contract, the contractor will record the occurrence of actual adverse weather and resultant impact to normally scheduled work. Actual adverse weather delay days must prevent work on critical path activities for 50 percent or more of the contractor's scheduled work date. The number of actual adverse weather delay days shall be calculated chronologically from the first to the last day of each month, and be recorded as full days. The number of actual adverse weather days greater than the number of anticipated adverse weather days, listed above, shall be the number of unusually severe weather days for the purposes of any contract extensions (actual adverse weather days - anticipated adverse weather days = unusually severe weather days.)
- F. Definitions:
 - 1. "Unusually severe weather" - weather that is more severe than the adverse weather anticipated for the season or location involved.

2. "Adverse weather" - atmospheric conditions at a definite time and place that are unfavorable to construction activities.

4. **WAGE SCALES.** Not applicable.

PART VI
CONTRACT AGREEMENT
INDEX

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

PART VI

CONTRACT AGREEMENT

THIS AGREEMENT, made on the 5th day of May, 2026, by and between **Lexington-Fayette Urban County Government**, acting herein called "OWNER" and **Adams Contracting LLC**, doing business as a corporation located in the City of Lexington, County of Fayette, and State of Kentucky, hereinafter called "CONTRACTOR."

WITNESSETH: That the CONTRACTOR and the OWNER in consideration of three hundred thirty-seven thousand five hundred fifty Dollars and No Cents (\$337,550.00) quoted in the proposal by the CONTRACTOR, dated April 14, 2026, hereby agree to commence and complete the construction described as follows:

1. SCOPE OF WORK

The CONTRACTOR shall furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, General Conditions, Special Conditions of the Contract, the Specifications, Contract Documents, and IonWave Q&A and Addenda, therefore as prepared by Clark Dietz Inc. for the Jacobson Park Pedestrian Bridge Replacement project.

2. TIME OF COMPLETION

The time estimated and authorized by the OWNER for the proper execution of the Work by the Contract, in full, is hereby fixed as one hundred eighty (180) calendar days to final completion. The time shall begin in accordance with the Notice to Proceed provided by OWNER.

3. ISSUANCE OF WORK ORDERS

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

4. THE CONTRACT SUM

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

5. PROGRESS PAYMENTS

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

6. ACCEPTANCE AND FINAL PAYMENT

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

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

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

7. THE CONTRACT DOCUMENTS

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

8. EXTRA WORK

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

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

SPECIFICATIONS

**SECTION
NO.**

TITLE

I	Advertisement for Bids
II	Information for Bidders
III	Form of Proposal
IV	General Conditions
V	Special Conditions
VI	Contract Agreement
VII	Performance and Payment Bonds
VIII	Addenda
IX	Technical Specifications and Drawings

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

(Seal)

Lexington-Fayette Urban County Government.
Lexington, Kentucky

(Owner)

ATTEST:

[Signature]
Clerk of the Urban County Council

BY: *Rinda Gorton*
MAYOR

Mary Elizabeth Galt
(Witness)

Mayor
(Title)

(Seal)

Adams Contracting, LLC
(Contractor)

Melanie Anderkin
(Secretary)* Melanie Anderkin

BY: *Scott Adams*

Sarah Strickler
(Witness) Sarah Strickler

Scott Adams, PE, President
(Title)

131 Prosperous Place, Suite 19A, Lexington, KY 40509
(Address and Zip Code)

IMPORTANT: *Strike out any non-applicable terms.

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



PART VII

PERFORMANCE BOND

Bond No 7901219498

KNOW ALL MEN BY THESE PRESENTS, that

Adams Contracting, LLC

(Name of CONTRACTOR)

131 Prosperous Place, Suite 19A, Lexington, KY 40509

(Address of CONTRACTOR)

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

called Principal, and Nationwide Mutual Insurance Company

(Name of Surety)

ONE WEST NATIONWIDE BLVD., 1-14-301
Columbus, OH 43215

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

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

hereinafter called "OWNER" in the penal sum of: three hundred thirty seven thousand five hundred fifty and 00/100
Dollars, (\$337,550.00), for the payment of whereof Principal and Surety bind themselves, their heirs,
executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal by written agreement is entering into a Contract with OWNER for
Jacobson Park Pedestrian Bridge Replacement in accordance with drawings and
specifications prepared by: Clark Dietz Inc. which Contract is by reference
made a part hereof, and is hereinafter referred to as the Contract.

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

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

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

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

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

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

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

ATTEST:

Melanie Anderkin
(Principal) Secretary
Melanie Anderkin, PE, Sr Project Engineer

Adams Contracting, LLC
Principal

BY: Scott Adams (s)
Scott Adams, PE, President
131 Prosperous Place, Suite 19A
(Address)
Lexington, KY 40509

Sarah Strickler
Witness as to Principal Sarah Strickler, Office Manager
131 Prosperous Place, Suite 19A
(Address)
Lexington, KY 40509

Nationwide Mutual Insurance Company
Surety
BY: LaKala Carter
Attorney-in-Fact
LaKala Carter
(Address)
ONE WEST NATIONWIDE BLVD., 1-14-301,
Columbus, OH 43215

ATTEST:

Natalie Crawford
(Surety) Secretary

(SEAL)

Shelley Poole
Witness as to Surety
(Address) 1240 Fairway Street
Bowling Green, KY 42103

TITLE: _____
Surety

BY: _____

TITLE: _____

NOTE: The number of executed counterparts of the bond shall be _____ number of executed counterparts of the Contract.



PART VII

PAYMENT BOND

Bond No 7901219498

KNOW ALL MEN BY THESE PRESENT: that

Adams Contracting, LLC

(Name of Contractor)

131 Prosperous Place, Suite 19A, Lexington, KY 40509

(Address of Contractor)

a Corporation, hereinafter

(Corporation, Partnership or Individual)

called Principal, and Nationwide Mutual Insurance Company

(Name of Surety)

ONE WEST NATIONWIDE BLVD., 1-14-301
Columbus, OH 43215

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto:

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

Obligee, hereinafter called OWNER, for the use and benefit of claimants as hereinafter defined, in the amount of three hundred thirty seven thousand five hundred fifty and 00/100 Dollars (\$ 337,550.00) the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal by written agreement is entering into a Contract with OWNER for Jacobson Park Pedestrian Bridge Replacement in accordance with drawings and specifications prepared by: Clark Dietz Inc. which Contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

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

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

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

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

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

ATTEST:

Melanie Anderkin
(Principal) Secretary
Melanie Anderkin, PE, Sr Project Engineer
(SEAL)

Adams Contracting, LLC
(Principal)

BY: Scott Adams (s)
131 Prosperous Place, Suite 19A Scott Adams, PE, President
(Address)
Lexington, KY 40509

Sarah Strickler
(Witness to Principal) Sarah Strickler, Office Manager
131 Prosperous Place, Suite 19A
(Address)
Lexington, KY 40509

Nationwide Mutual Insurance Company
(Surety)

ATTEST:

Natalie Crawford
(Surety) Secretary

BY: LaKala Carter
(Attorney-in-Fact)
LaKala Carter

(SEAL)
Shelby Cole
Witness as to Surety
(Address) 1240 Fairway Street
Bowling Green, KY 42103

ONE WEST NATIONWIDE BLVD., 1-14-301
Columbus, OH 43215
(Address)

NOTE: The number of executed counterparts of the bond shall be _____ number of executed counterparts of the Contract.

END OF SECTION



Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:
AUDREY K FONES; EMMA K HARVEY; KENNY ALBERT; LAKALA CARTER; MELISSA PROPST; STEVEN M BAAS

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf on the date thereof any and all: (i) bonds and undertakings; (ii) Proposal Bonds; (ii) Letters of Surety; (iv) Consent of Surety; and (v) other obligatory instruments of similar nature, in penalties not exceeding the sum of

UNLIMITED

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 23rd day of October, 2025.

[Handwritten signature of Antonio C. Albanese]

Antonio C. Albanese, Vice President of Nationwide Mutual Insurance Company

ACKNOWLEDGMENT

STATE OF OHIO COUNTY OF FRANKLIN: ss

On this 23rd day of October, 2025, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.



Karen L. Kam
Notary Public, State of Ohio
No. 2018-RE-719796
Commission Expires July 7, 2028

[Handwritten signature of Karen L. Kam]
Notary Public
My Commission Expires
July 7, 2028

CERTIFICATE

I, Lezlie F. Chimienti, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this _____ day of _____.

[Handwritten signature of Lezlie F. Chimienti]

Assistant Secretary



Nationwide Mutual Insurance Company

1100 Locust St, Dept. 2006
Des Moines, Iowa 50391-2006
Attn: Surety Claims Manager
Tel. 866-387-0457

Surety Claim Notification

Claim notices should be sent to the attention of the Surety Claims Manager via e-mail to bondclms@nationwide.com or via mail to the address above.

All other notices should be sent to the attention of the Surety Underwriting Department via e-mail to bondcomm@nationwide.com or via mail to the address above.

Thank you for your cooperation.

Nationwide Mutual Insurance Company, Surety Department

PART VIII

ADDENDA

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

<u>Addendum Number</u>	<u>Title</u>	<u>Date</u>
1.	Addendum #1	3-30-2026
2.	Addendum #2	4-7-2026
3.		
4.		
5.		

MAYOR LINDA GORTON



LEXINGTON

TODD SLATIN
DIRECTOR
DIVISION OF PROCUREMENT

ADDENDUM #1

Bid Number: #14-2026

Date: March 30, 2026

Subject: Jacobson Park Pedestrian Bridge Replacement

Address Inquiries to:
Sondra Stone
ssone@lexingtonky.gov

TO ALL PROSPECTIVE SUBMITTERS:

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

See attached Geotechnical report.

Todd Slatin, Director
Division of Procurement

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 submittal.

COMPANY NAME: _____

ADDRESS: _____

SIGNATURE OF BIDDER: _____





REPORT OF GEOTECHNICAL EXPLORATION



Jacobson Park Pedestrian Bridge
Lexington, Fayette County, Kentucky

Prepared for: Clark Dietz, Inc.

August 15, 2025

TABLE OF CONTENTS

1.0 EXECUTIVE SUMMARY	2
1.1 SUMMARY OF FINDINGS	2
2.0 PROJECT INFORMATION	2
2.1 PURPOSE AND SCOPE OF SERVICES	2
2.2 PROJECT DESCRIPTION	3
2.3 SITE CONDITIONS.....	4
2.4 STRUCTURAL LOADING INFORMATION	4
2.5 SITE GRADING AND TOPOGRAPHY	5
3.0 SUBSURFACE FINDINGS AND ENCOUNTERED CONDITIONS	5
3.1 REVIEW OF PREVIOUS SITE DEVELOPMENT AND HISTORICAL INFORMATION.....	5
3.2 PUBLISHED GEOLOGIC INFORMATION	7
3.3 SUBSURFACE EXPLORATION PROGRAM	9
3.4 SUBSURFACE CONDITIONS.....	9
4.0 GEOTECHNICAL CONCERNS AND CONSIDERATIONS	11
4.1 SURFICIAL MATERIALS	11
4.2 CONSTRUCTION IN CUT/FILL AREAS	11
4.3 CONSTRUCTION DURING WET CONDITIONS.....	12
4.4 PRELIMINARY LIQUEFACTION POTENTIAL AND SETTLEMENT	12
4.5 SITE AND FOUNDATION DRAINAGE.....	13
4.6 UNDERGROUND UTILITIES	13
4.7 SOIL COMPACTION EQUIPMENT	13
4.8 OFF SITE BORROW MATERIAL.....	14
4.9 SOIL PLASTICITY	14
4.10 GRANULAR MATERIAL.....	14
4.11 KARST ACTIVITY	14
4.12 SHALLOW ROCK EXCAVATION	15
4.13 COFFERDAMS AND TEMPORARY SHORING	16
4.14 SCOUR CONSIDERATIONS.....	17
4.15 CONSTRUCTION ACCESS AND STAGING	17
4.16 ENVIRONMENTAL AND PERMITTING CONSIDERATIONS	18
5.0 CONFIRMATION-DEPENDENT RECOMMENDATIONS	19
5.1 EARTHWORK.....	19

5.1.1	SITE PREPARATION	19
5.1.2	STRUCTURAL FILL PLACEMENT	20
5.1.3	PROTECTION OF EARTHWORK.....	21
5.2	FOUNDATIONS.....	21
5.2.1	DISCUSSION	21
5.2.2	BRIDGE ABUTMENTS.....	21
5.2.3	BRIDGE PIERS.....	22
5.3	SEISMIC SITE CLASSIFICATION.....	24
5.4	PLAN REVIEW.....	24
5.5	CONSTRUCTION MONITORING AND OBSERVATIONS.....	24
6.0	REPORT LIMITATIONS.....	25
7.0	ASSOCIATED GEOTECHNICAL RISKS.....	26

APPENDICES

Appendix A BORING LOGS

Appendix B LAB RESULTS





August 15, 2025

Mr. Jonathan Rehner
Clark Dietz, Inc.
p. 859.286.1163

Subject: **Report of Geotechnical Exploration
Jacobson Park Pedestrian Bridge
Lexington, Fayette County, Kentucky
Solid Ground Project No.: 25-306**

Mr. Rehner,

Solid Ground Consulting Engineers (Solid Ground) is pleased to present our Report of Geotechnical Exploration. This report is for the proposed Jacobson Park Pedestrian Bridge to be located in Lexington, Kentucky. The geotechnical exploration was conducted in general accordance with Solid Ground Proposal No. 113225, dated June 17, 2025.

This report contains our findings and recommendations for the referenced project detailed above. Once completed, it is recommended that Solid Ground have the opportunity to review plans and specifications. In addition, it is recommended that Solid Ground be retained to perform observations during earthwork and foundation construction. Solid Ground will not be held responsible for interpretations and field observations made by others.

We appreciate the opportunity to provide our consulting services to you. We look forward to working with you on this and future projects.

Sincerely,
SOLID GROUND CONSULTING ENGINEERS,



A handwritten signature in cursive script that reads 'Richard Farrell'.

Rich Farrell, PE
Senior Engineer
Kentucky License Number 39392

A handwritten signature in cursive script that reads 'Emily Kerns'.

Emily Kerns
Staff Engineer

1.0 Executive Summary

Solid Ground Consulting Engineers performed a geotechnical exploration in support of the proposed Jacobson Park Pedestrian Bridge to be located at 4001 Athens-Boonesboro Road, Lexington, Fayette County, Kentucky. The approximate coordinates of the site are 37.988492°N, - 84.428019°W.

1.1 Summary of Findings

Solid Ground and Horn and Associates, Inc. (Horn), on behalf of Solid Ground, conducted a total of two (2) soil test borings and three (3) soundings; all were located within the approximate development boundaries.

Soil overburden generally consisted of a layer of topsoil underlain by natural soils described as a Clayey Sand with Gravel (SC) and Lean to Fat Clay (CL-CH) with varying amounts of sand and gravel to auger termination/refusal depths. Two (2) borings on each side of the proposed bridge area encountered auger refusal at 3.3 and 3.2 feet and were cored 5.0 feet into bedrock. The three (3) soundings were located in the water and were hand-augered to refusal. Soundings S-1 and S-3 encountered rock at 6 inches. Sounding S-2 was located in the center of the proposed bridge area and was terminated at 1.5 feet due to equipment limitations.

The bottom of footing elevation (BFE) of the proposed bridge abutments and piers are unknown at the time of this report. It is anticipated that minor site grading will be required to achieve the finished grades.

2.0 Project Information

2.1 Purpose and Scope of Services

The purpose of this subsurface exploration was to prepare recommendations for design and construction of foundations for the proposed bridge. Our scope of work included the following:

- A discussion of site surface conditions
- A discussion of subsurface conditions encountered as well as a discussion of the published geologic conditions at the site including frost penetration depth
- A summary of field and laboratory testing results including a brief review of our test procedures

- Boring logs and laboratory tests will be summarized in the report and listed in the appendix
- A discussion of specific geotechnical conditions and concerns which may affect the design or construction of the project
- Recommendations for site preparation and construction of compacted fills including use of alternative construction practices
- Groundwater management recommendations
- Liquefaction potential and mitigation recommendations
- Anticipated total and differential settlement
- Recommendations for foundation design including recommended bearing capacity
- A recommendation for seismic site class according to International Building Code which was adopted by the 2018 Kentucky Building Code (KBC)
- A brief review of our test procedures and the results of all testing conducted

2.2 Project Description

Project information was provided by you through email correspondence and a meeting at the jobsite. It is anticipated the project will consist of the replacement of the pedestrian bridge at Jacobson Park in Lexington, Kentucky. The replacement bridge is anticipated to be manufactured by PermaTrak. The approximate site location is depicted below in Figure 1.



Figure 1: Approximate Site Location

2.3 Site Conditions

Solid Ground personnel visited the site throughout the geotechnical exploration to observe existing conditions, to help interpret the subsurface data, and to detect conditions which could affect recommendations.

The site is located at Jacobson Park at 4001 Athens-Boonesboro Road, Lexington, Fayette County, Kentucky. The project area is located south of the existing pedestrian bridge at the park.

2.4 Structural Loading Information

Structural loading information was provided by PermaTrak through email correspondence. The maximum loading for the pedestrian bridge at abutment and pier locations is anticipated to be 15 kips.

2.5 Site Grading and Topography

The bottom of footing elevation (BFE) of the proposed bridge abutments and piers are unknown at the time of this report. Based on existing topography, site grading is anticipated to be minor.

3.0 Subsurface Findings and Encountered Conditions

3.1 Review of Previous Site Development and Historical Information

Based on review of historical maps provided by the United States Geological Survey (USGS) (Figures 2 & 3) and historical imagery provided by Google Earth (Figures 4 & 5). The site appears to be relatively unchanged in the past 63 years.

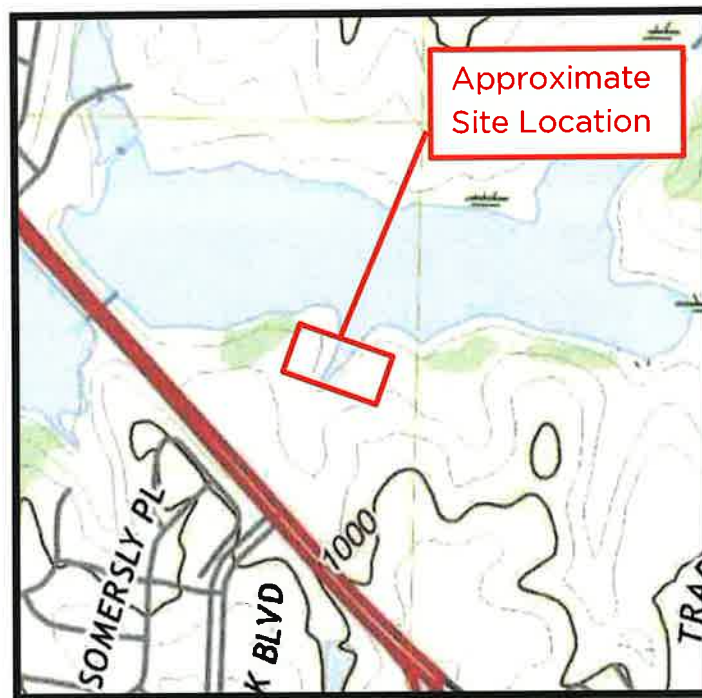


Figure 2: 2022 USGS Topographic Map of Coletown Quadrangle

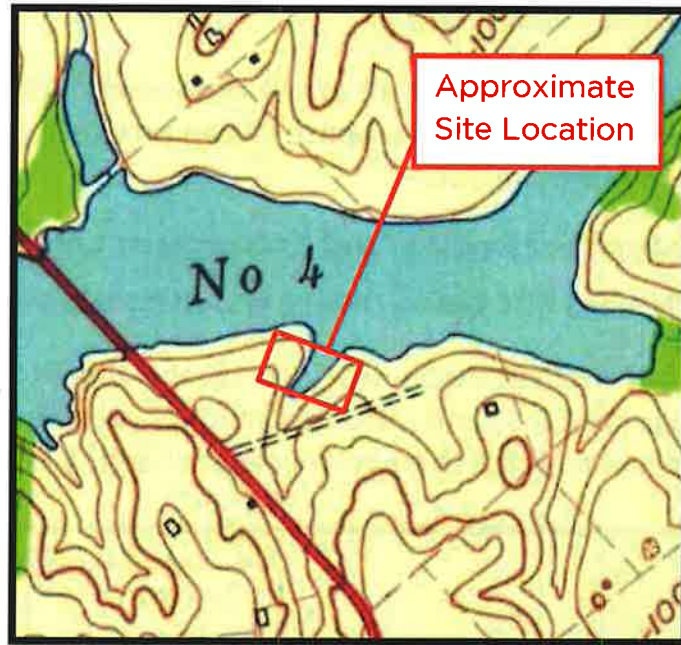


Figure 3: 1959 USGS Topographic Map of Coletown Quadrangle



Figure 4: 2025 Google Earth Imagery



Figure 5: 1994 Google Earth Imagery

3.2 Published Geologic Information

Geologic information was referenced from the Kentucky Geological Survey (KGS), geologic maps of the Coletown Quadrangle, Fayette County, Kentucky (Figure 6). The site is underlain by the Tanglewood Limestone Member No. 2. Locally, the Tanglewood Limestone Member No. 2 has a primary lithology of Limestone, Lower to Middle Ordovician in age.

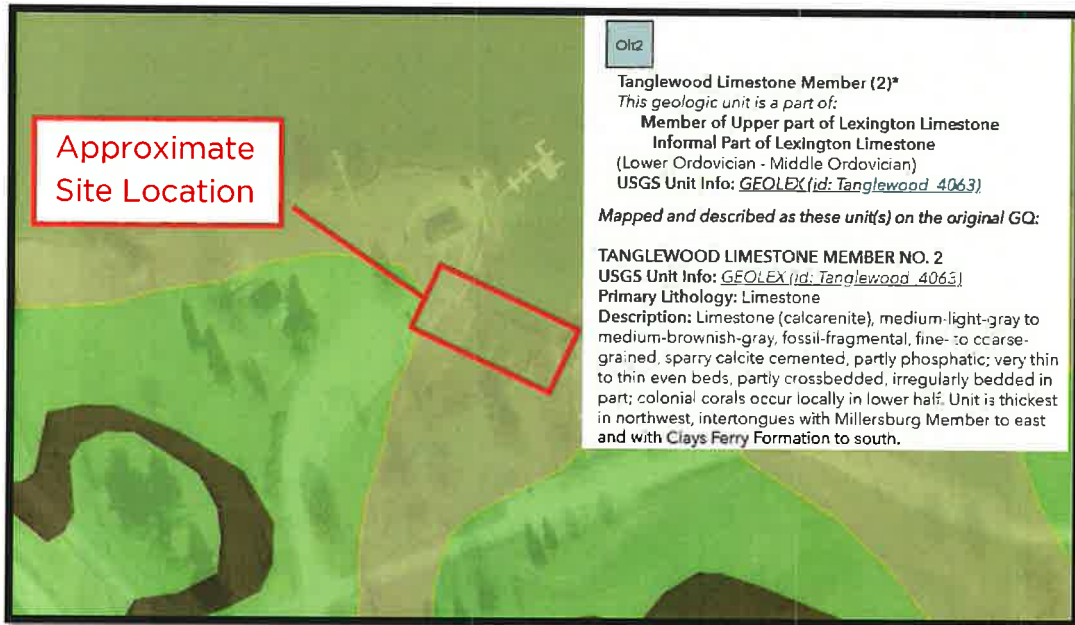


Figure 6: KGS Geologic Mapping

The KGS mapping (Figure 7) indicates that the underlying rock unit is not prone to karst, with zero mapped sinkholes on or within the general vicinity of the site. Solid Ground should be contacted if any karst activity is encountered in construction for remediation recommendations.

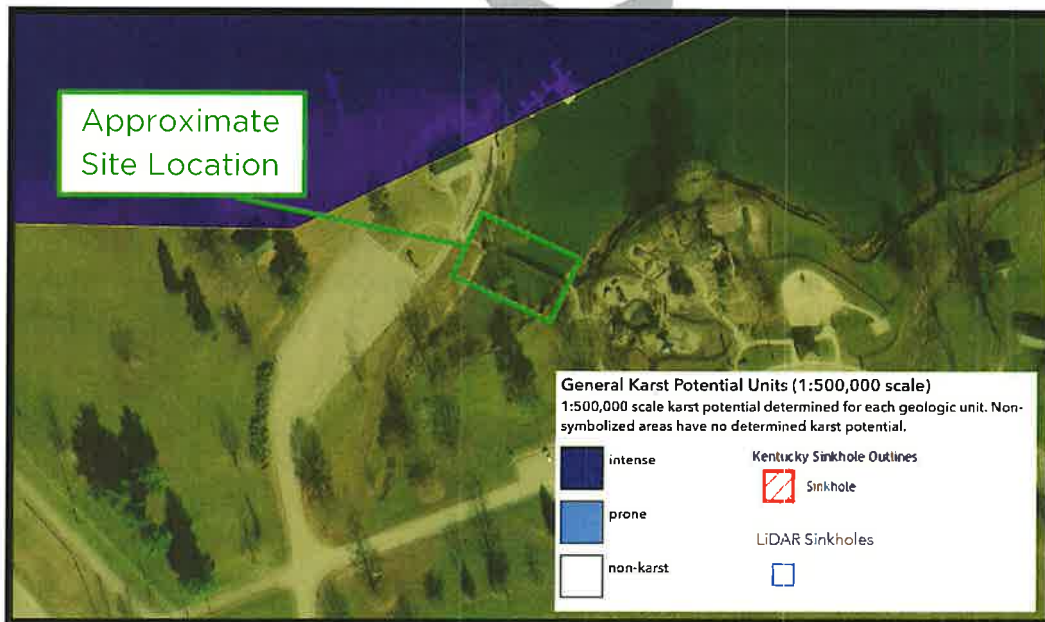


Figure 7: KGS Karst Potential Mapping

3.3 Subsurface Exploration Program

Horn, on behalf of Solid Ground, conducted a total of two (2) soil test borings onsite. Solid Ground conducted a total of three (3) hand-augered soundings. Borings and soundings were located as close to the proposed development as site conditions allowed.

Boring and sounding surface elevations were estimated utilizing ArcGIS and LiDAR data. Therefore, the locations and surface elevations should be considered approximate. It should be noted that the subsurface conditions will vary between borings and the representative profile is based upon the number of borings drilled during the field operations. Boring locations are shown in Figure 8 below.

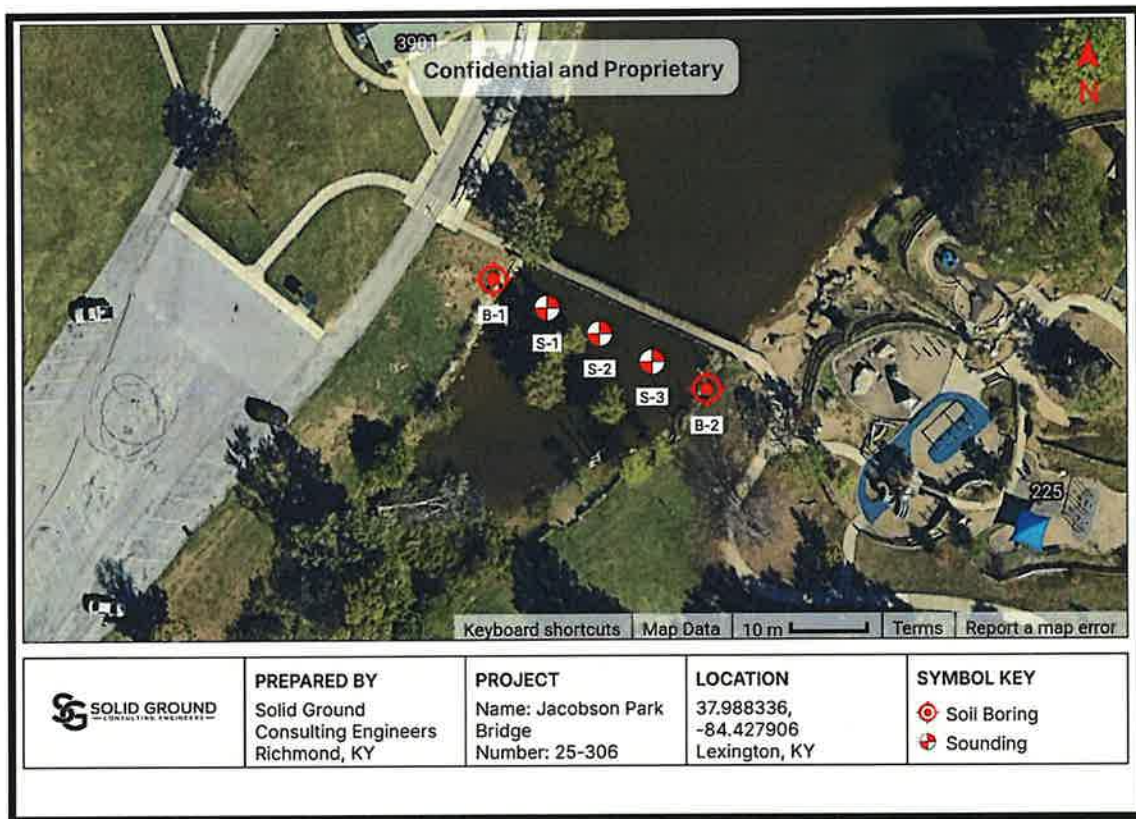


Figure 8: Approximate Boring Locations

3.4 Subsurface Conditions

The soil samples were classified by Solid Ground personnel according to the Unified Soil Classification System (USCS ASTM D2488; USCS ASTM 2487 for select samples). A description of each soil layer is as follows.

Surficial Materials - The borings encountered a surficial layer of topsoil (0-6 inches). It should be noted that thicknesses of these materials may vary across the site. The thicknesses presented in this report should be considered approximate.

Natural Soils - The borings encountered natural soils underlying the surficial materials layer described as a Clayey Sand with Gravel (SC) and a Lean to Fat Clay (CL-CH) with varying amounts of sand and gravel to auger refusal depths.

The SPT N-values for both soil borings were 50+ blows per foot, with a hard consistency.

Auger Refusal/Boring Termination - Borings B-1 and B-2, on each side of the proposed bridge area, encountered auger refusal at 3.3 and 3.2 feet and were cored 5.0 feet into bedrock. The three (3) soundings were located in the water and were hand-augered to rock. Soundings S-1 and S-3 encountered rock at 6 inches. The remaining sounding, S-2, was in the center of the proposed bridge area and was terminated at 1.5 feet due to equipment limitations.

Detailed descriptions and strength characteristics are included on the boring logs in Appendix A.

Bedrock - The borings had rock coring performed at auger refusal (see Table 1). Moderately to severely weathered limestone with shale and clay seams was encountered. The bedrock samples had recoveries of 58% to 94% and rock quality designations of 16% to 20%, indicating very poor rock quality.

Detailed descriptions are included on the rock core logs in Appendix A.

Groundwater - Groundwater was not encountered in borings B-1 or B-2. The soundings were located at a depth of approximately 2.5 feet under the water in the lake. Free groundwater levels fluctuate with seasonal weather conditions and may vary. Therefore, the borings and soundings may not be representative of the actual free water levels. To achieve an accurate measurement of free groundwater levels, water wells or piezometers should be installed.

Solid Ground should be contacted if groundwater is encountered during earthwork operations. Please note, the groundwater table can fluctuate significantly which could have an impact on the subsurface soils. Tables 1 and 2 summarize our findings.

Table 1: Boring Summary

Boring Number	Approximate Surface Elevation (ft)	Auger Refusal Depth (ft)	Refusal Elevation (ft)	Rock Coring Length (ft)
B-1	972.0	8.3	963.7	5.0
B-2	974.0	8.4	965.6	5.0

Table 2: Sounding Summary

Sounding Number	Approximate Surface Elevation (ft)	Sounding Refusal Depth (ft)	Final Elevation (ft)
S-1	971.5	0.5	971.0
S-2	972.5	1.5*	971.0
S-3	972.5	0.5	972.0

**Indicates Sounding Termination*

4.0 Geotechnical Concerns and Considerations

Based on the results of the subsurface exploration and experience with similar projects, we believe the project site is generally suitable for the proposed development. However, some concerns exist with the subsurface conditions as discussed below.

4.1 Surficial Materials

Based on the information gathered from the soil borings, the site has a surficial layer of topsoil (0-6 inches). These thicknesses are representative of conditions encountered at the boring locations only, thickness and aerial extent of the strata may vary across the site. Construction plans should adequately address stripping and the disposal of these materials prior to earthwork operations. Topsoil should only be used as fill in landscaping areas.

4.2 Construction in Cut/Fill Areas

Cut areas have the potential to be overcut, disturbing the in-situ soils to depths below proposed finished grade. Areas to receive fill are stripped of topsoil and are also sometimes disturbed to depths deeper than intended. Both cut and fill areas should be proof rolled prior to construction. Soft, loose, or wet areas

should be identified and remediated in accordance with the recommendations provided in the “5.1 Earthwork” section of this report.

4.3 Construction During Wet Conditions

As this project is still early in the design process, it is likely that development could occur during wet conditions. Based on experience with construction projects during wet conditions, subgrade remediation is often required. In addition, delays of earthwork/foundation operations could occur. Clays swell and silts break down when high moisture conditions are present. To stabilize the subgrade materials, drying and recompacting could be required. During wet conditions, the on-site materials may become saturated and are unable to dry in a timely manner.

Typically, remediation methods consist of undercutting soft and/or saturated soils, moisture conditioning, and recompacting or replacing with a granular stone that is “capped” with dense graded aggregate (DGA). The extent and depth of the undercut is on a case-by-case basis depending on the soil conditions. We recommend contracting Solid Ground to observe earthwork operations and foundation construction. In addition, we recommend that the earthwork contractor and the design team adequately budget for remediation repairs.

4.4 Preliminary Liquefaction Potential and Settlement

Liquefaction is the phenomenon where saturated soils develop high pore-water pressures during seismic shaking and lose their strength characteristics. This phenomenon generally occurs in areas of high seismicity where groundwater is shallow. Liquefaction can produce excessive settlement, ground rupture, lateral spreading, or failure of shallow spread foundations.

Three conditions are generally required for liquefaction to occur:

1. The soil must be saturated (relatively shallow groundwater)
2. The soil must be loosely packed (low density)
3. Ground shaking of sufficient intensity must occur to function as a trigger mechanism.

Based on our recommendations for the foundation the soils should be considered to have low to moderate liquefaction potential.

4.5 Site and Foundation Drainage

Experience has shown that the onsite materials are prone to degradation during wet periods of the year and/or under heavy traffic. Surface and ground water should be controlled while the subgrade fill materials are exposed and use only enough compactive effort to achieve stability and job site requirements for compaction. In addition, it is recommended that foundation concrete, or a concrete bearing medium, be placed the same day that foundation excavation is performed.

The final grade should be sloped away from the structure and pavements a minimum of two percent to promote positive drainage. Foundation drains should be installed and should discharge surface runoff away from the structure to provide positive site drainage. It should be noted that drainage should be designed and constructed without impacting neighboring properties. Drainage design is beyond our scope of work.

It is imperative that dewatering be maintained during construction and after development. If positive dewatering methods are not continually applied and maintained, the potential of remedial subgrade measures and long-term settlement is greatly increased.

We anticipate that the primary concern and difficulty during construction will be properly dewatering the site. The contractor should observe the site and understand this report. Drainage design is beyond our scope of services, but Solid Ground can provide drainage design for additional negotiated fees.

4.6 Underground Utilities

Design and Construction plans should adequately address the concern of potential settlement of underground utilities. Please note, all excavations should adhere to applicable codes such as OSHA.

4.7 Soil Compaction Equipment

The soil compaction equipment should be selected by the type of fill anticipated for the site. We anticipate utilizing a sheepsfoot roller at this site for the on-site materials and a smooth drum roller for dense graded aggregate fill.

4.8 Off Site Borrow Material

There is a possibility fill material may be required to achieve proposed grading. Offsite borrow material could be required. Construction plans should include this consideration as well as ensure the offsite borrow material meets the recommendations detailed in this report.

4.9 Soil Plasticity

Some of the subsurface soils were classified as lean to fat clay. These soils can have high plasticity characteristics and be subject to volume changes with fluctuations in moisture content. The near surface on-site material is not considered highly plastic. Care should still be taken to mitigate subgrade degradation and reduce subgrade remediation. Therefore, we recommend minimal mitigation efforts consisting of the following:

- Improved site drainage to minimize exposure of these soils to moisture fluctuations, especially near foundations.
- Minimize exposure of these soils to excessive wetting or drying.
- Deepen soil supported footings past the seasonal moisture change zone.

4.10 Granular Material

The on-site soils consisted of granular material (gravel, sand, rock fragments). This material often does not allow “neat” excavations for foundations and utilities and will slump from the banks into the excavation. We anticipate that this will require additional backfill material and time to backfill. The contractor should account for this additional material and time during the pre-construction phase. If the gravel is to be reused as structural fill, it will require blending with the fine-grained soils to allow for proper compaction.

4.11 Karst Activity

Solution activity in areas underlain by limestone generally results from a slow process of dissolving the underlying rock units by surface runoff or rainwater. Sinkholes at the ground surface are caused from either a general raveling failure within the soil unit or by rock collapse. Either phenomenon typically results in depressions at the ground surface, which, if large enough, can be identified on topographic maps. In addition to the natural causes of sinkhole development previously discussed, sinkholes may form as a result from water leaking from

subsurface piping and drainage systems such as buried water and sewer pipes, and septic lateral fields.

As previously stated, the Kentucky Geological Survey rates the site as not being prone to karst, however the underlying bedrock is limestone which is prone to karst activity and the surrounding bedrock formations have intense karst potential. It is not possible to remove all risk associated with construction over known sinkholes or in karst areas. Our experience indicates that the limestone formations mapped underlying the site pose a high risk for solution activity and sinkhole formation. The natural rising and lowering of the ground water table and surface water migration downward through the subsurface soils can create the risk of continued soil migration into solution voids in the underlying limestone.

There is potential for sinkholes to be encountered during construction, especially in the deep foundation and cut areas. Solid Ground should be contacted if a solution feature or other karst feature is encountered during construction. Repair methods of sinkholes and other karst features exist. When sinkholes are encountered, the common practice is to excavate the soil from within the solution feature down to hard bedrock. The two most common methods of remediation are a concrete plug or an inverted filter.

We believe the risk with this development is no greater than for similar developments in the area. To further reduce the risk of unidentified sinkholes at the site would require the implementation of more sophisticated and expensive geotechnical exploration methods including borings or test pits on a tightly spaced grid or geophysical methods.

4.12 Shallow Rock Excavation

Both borings encountered relatively shallow refusal at depths from 3.2 to 3.3 feet. We anticipate shallow rock excavation to occur for foundations and underground utilities. Excavation of the bedrock in confined areas will require ripping tools and pneumatic hammers. The speed and ease of excavation will depend on the type of equipment, the skill of the equipment operators, and the geologic structure of the material itself, such as direction of bedding, places of weakness, and spacing between discontinuities.

Construction plans should address the method of rock removal and the amount (if any) of rock to be hauled off the site. In addition, construction plans should adequately address underground utilities as recommended in this report.

4.13 Cofferdams and Temporary Shoring

Construction of the proposed pedestrian bridge will likely require excavation near or below the waterline for installation of bridge piers and abutments. Temporary shoring and/or cofferdams may be necessary to facilitate safe and dry working conditions, maintain excavation stability, and control groundwater.

Shoring Systems:

Where excavations exceed 5 feet in depth or are performed in granular or slough-prone soils, OSHA-compliant shoring or shielding systems should be implemented. Suitable options include:

- Soldier pile and lagging walls
- Sheet piling
- Trench boxes for short linear excavations

Shoring should be designed by a qualified engineer, considering lateral earth pressures based on site soil classifications, potential surcharge loads, and hydrostatic pressures where applicable.

Cofferdams:

For pier construction within the waterbody, sheet pile cofferdams, sandbag cofferdams, or prefabricated cellular cofferdams may be utilized to isolate the work area. Cofferdam design should account for:

- Hydrostatic pressure from the waterbody and groundwater
- Uplift forces on the base slab or tremie seal
- Required working space around the pier shaft
- Construction sequencing and dewatering method

Dewatering from within cofferdams should be performed using well points, sump pumps, or eductors, with discharge routed to prevent erosion or sediment transport back into the waterbody. Temporary erosion and sediment control measures should comply with applicable permitting requirements (e.g., KY Division of Water, USACE).

Cofferdams should be designed by a qualified engineer, considering lateral earth pressures based on site soil classifications, potential surcharge loads, and hydrostatic pressures where applicable.

Monitoring:

All shoring and cofferdam systems should be inspected daily during use and after significant weather events. Adjustments should be made as required to maintain safety and integrity.

4.14 Scour Considerations

The proposed pedestrian bridge will span a portion of Jacobson Park Lake. Unlike flowing streams, lakes typically have minimal long-term bed degradation or contraction scour. However, localized erosion of soils adjacent to piers and abutments can still occur due to:

- Wave action during storm events
- Seasonal water level fluctuations
- Ice formation and breakup in winter months
- Boat traffic or other mechanical disturbances to the water near the structure

Where foundations bear directly on bedrock, erosion is anticipated to be minimal; however, weathered seams or infilling material within the rock mass could be vulnerable to gradual removal if exposed.

We recommend protecting soil or weathered rock around piers/abutments with riprap or other armoring to prevent localized erosion. The designer should also consider periodic inspection of the foundation area, especially after major storm events or water level changes, to verify continued stability.

4.15 Construction Access and Staging

Construction of the proposed pedestrian bridge will require access to the shoreline and potentially over-water work areas. The contractor should evaluate site access conditions early in the project to determine the most appropriate methods for delivering materials and equipment to each pier and abutment location.

Nearshore soils may be soft or disturbed due to grading, shoreline erosion, or long-term saturation. These conditions can limit the bearing capacity for heavy construction equipment and may require the use of:

- Temporary work pads constructed from compacted aggregate or timber mats
- Portable or modular work platforms
- Temporary causeways or trestles for equipment access to in-water foundations
- Barges for material delivery and crane support where water depth and staging space allow

All temporary access structures should be designed to support anticipated construction loads and to minimize disturbance to the lakebed and shoreline. Any fill or disturbance in the lake will require removal and restoration upon completion of construction and should comply with applicable permitting requirements.

4.16 Environmental and Permitting Considerations

Bridge construction activities within and adjacent to Jacobson Park Lake are subject to environmental regulations at the federal, state, and local levels. Work in or over the water may require coordination with the following agencies:

- **Kentucky Division of Water (KDOW)** - for Section 401 Water Quality Certification or other state water resources permits.
- **U.S. Army Corps of Engineers (USACE)** - for Clean Water Act Section 404 permitting related to fill placement, cofferdams, or other work in Waters of the United States.
- **Lexington-Fayette Urban County Government** - for local erosion and sediment control compliance and stormwater management measures.

Erosion and sediment controls should be implemented in accordance with the approved stormwater pollution prevention plan (SWPPP) and maintained throughout construction. Measures should be designed to prevent fines and debris from entering the lake, especially during shoreline work, excavation, or dewatering activities.

Construction methods and materials should be selected to minimize turbidity, prevent fuel or chemical spills, and protect aquatic habitat. Any temporary shoreline stabilization, cofferdams, or access fills should be removed and the site restored to preconstruction contours and conditions following completion of the work.

5.0 Confirmation-Dependent Recommendations

The following recommendations are based on the information gathered and subsurface conditions encountered during this limited exploration. We have developed these recommendations under the assumption that our sampling performed on the site accurately portrays conditions that are not immediately visible due to earth, rock, water, or time. It should be noted that Solid Ground cannot be held liable for fill placed or performance of the subgrade without observations to confirm that conditions in the field are consistent with inferences from the samples we obtained. **It is recommended to retain Solid Ground to observe areas to receive fill, prior to and during fill placement.**

Please note, if earthwork construction begins during wet weather conditions there is a possibility that the schedule will be prolonged and extensive remediation, or a more robust geotechnical recommendation will be required.

5.1 Earthwork

5.1.1 Site Preparation

- Topsoil and other surficial materials should be stripped to prepare the site for construction.
 - In-place density testing should be performed to check that the previously recommended compaction criteria have been achieved.
 - Fill placement should be monitored on a full-time basis by Solid Ground during site grading.
 - Fill placement should extend to a minimum of 5 feet beyond the structure footprint.
- After stripping and cutting operations, the subgrade should be evaluated by Solid Ground. Possible remediation methods may be required if the subgrade and site soils are exposed to wet weather conditions.
- The structure pads may require stabilization prior to new fill placement. Solid Ground should be consulted to assist in selecting the most appropriate method for site conditions. These methods may consist of any or combination of the following:

- Tensar geogrid reinforcement.
- “Walking” No. 2 stone into the soft subgrade.
- Application of consolidated No. 57 stone.

5.1.2 Structural Fill Placement

Final grades have yet to be established at the time of this report, however we anticipate some fill placement. Backfill materials for structural fill placement may consist of soil or durable crushed stone. The following steps are recommended for fill placement within the structure pad. **The onsite soils may or may not meet the requirements of structural fill. Offsite borrow material may be necessary to achieve finished grade but cannot be ruled out without a review of the final site grading plans.**

Structural fill material, if required, is defined as the following:

- Inorganic natural soil with maximum particle sizes of 3 inches.
- Plasticity Index of no greater than 30 percent and liquid limit less than 50.
- Solid Ground should observe the material to confirm the soils meet applicable standards for structural fill.
- Other sources of structural fill should be verified by Solid Ground.
 - If other sources of structural fill are anticipated, Solid Ground should collect a bulk sample for standard Proctor testing.

The following are recommendations for placement of soil structural fill:

- Structural fill should be placed in 6-inch to no greater than 8-inch-thick layers.
- Structural fill should be compacted to at least 98 percent of the soil’s maximum dry density as determined by the standard Proctor compaction test (ASTM D698).
- The moisture content of the fill material should be maintained at about 2 percent (above or below) of its standard Proctor optimum moisture content.
- In-place density testing should be performed to determine if the previously recommended compaction criteria have been achieved.
- Fill placement should be monitored on a full-time basis by Solid Ground during site grading.
- Fill placement should extend to a minimum of 5 feet beyond the structure footprint.

Solid Ground should be contacted if any unexpected subsurface conditions are encountered during earthwork construction. It is important that Solid Ground observe earthwork construction.

5.1.3 Protection of Earthwork

Common earthwork construction practices can leave soils exposed for long periods of time while work is performed in other areas of a site. Care should be taken during the earthwork phase to protect soils from degradation caused by sunlight, wind, precipitation, and other factors. Solid Ground recommends that any exposed soil be protected by straw, seeding, rock, or other methods if the area the soil is in will be left unattended for more than three days. Any soil left unattended or unprotected for more than three days should be re-evaluated prior to continuation of work.

5.2 Foundations

5.2.1 Discussion

Preliminary bridge design plans were not available at the time this report was written. As such, we are assuming the proposed bridge will utilize both bridge abutments and intermediate piers to support the bridge span with anticipated maximum loads of 15 kips at the proposed bridge abutment and bridge pier locations.

5.2.2 Bridge Abutments

Based on the subsurface conditions encountered, information gathered during this exploration, and past knowledge of the site's development, we recommend that bridge abutment foundations be designed as shallow spread footings bearing on bedrock.

We recommend the use of a maximum net allowable bearing pressure of 3,000 PSF (pounds per square foot) for foundations bearing on bedrock.

A detailed settlement analysis was beyond the scope of this report. Based on the assumed structural loads, the available site grading information, the recommended bearing pressure, knowledge of the site's development and empirical correlation for the subsurface conditions encountered beneath the proposed structure, we estimate the total settlements of the foundation to be

about 1 inch or less. Differential settlements are estimated to be about 1/2 inch or less.

Once the design is finalized, we recommend allowing Solid Ground the opportunity to review the plans and specifications.

5.2.2.1 Shallow Footing Construction Considerations

The following typical construction considerations are recommended:

- Spread footings and strip footings should be at least 24 inches wide and 12 inches thick.
- All exterior footing bottoms should be **at least 24 inches below the lowest adjacent exterior grade for protection against frost penetration and plasticity of the soil.**
- Clean the foundation bearing area so it is nearly level and is free of ponded water and loose material.
- Dewatering methods may be necessary if the foundation excavation takes place during wet weather.
- Solid Ground should be on site while the foundation construction is performed.
- Once fill operations are completed and foundation excavations begin, it is important that the foundation excavations be protected from wet weather conditions by placement of concrete or bearing medium immediately after. Please note, providing positive site drainage is critical to the performance of the foundations.
- There is a possibility that during foundation excavations that perched water may be encountered. If perched water is encountered, it is recommended to dewater the site.

5.2.3 Bridge Piers

Based on the subsurface conditions encountered, information gathered during this exploration, and past knowledge of the site's development, we recommend the bridge pier foundations be designed as shallow round piers utilizing skin friction bearing in limestone bedrock. The limestone bedrock elevation may vary significantly over relatively short distances.

We recommend the use of a maximum net allowable skin friction of 1,000 PSF and 400 PSF lateral capacity for foundations bearing in very poor to poor

quality limestone bedrock. The soil above bedrock and the upper 2 feet of rock should be neglected for capacity. Table 3 outlines these capacities.

Table 3: Bridge Pier Foundation Capacities

Bearing Material	Skin Friction Capacity (PSF)	Lateral Capacity (PSF)	Upper Length in Bedrock to Neglect (ft)
Very Poor to Poor Quality Limestone	1,000	400	2.0

A detailed settlement analysis was beyond the scope of this report. Based on the assumed structural loads, the available site grading information, the recommended bearing pressure, knowledge of the site's development and empirical correlation for the subsurface conditions encountered beneath the proposed structure, we estimate the total settlement of the foundation to be about 1/2 inch or less.

Once the design is finalized, we recommend allowing Solid Ground the opportunity to review the plans and specifications.

5.2.3.1 Shallow Pier Construction Considerations

The following typical construction considerations are recommended:

- Piers should be at least 18 inches in diameter and 60 inches below grade.
- Clean the foundation bearing area so it is nearly level and is free of ponded water and loose material.
- Dewatering methods will be necessary.
- Solid Ground should be on site while the foundation construction is performed.
- Once fill operations are completed and foundation excavations begin, it is important that the foundation excavations be protected from wet weather conditions by placement of concrete or bearing medium immediately after. Please note, providing positive site drainage is critical to the performance of the foundations.

5.3 Seismic Site Classification

The Seismic Site Classification assumes that shallow rock bearing foundations will be utilized. This classification is based on the seismic standards and design values from the 2009 NEHRP Recommended Seismic Provisions and the 2010 ASCE-7 Standard. Based on the results of our exploration and the geology of the area, we assign a site seismic classification of “B”.

5.4 Plan Review

To better ensure conformance of the final design documents with the recommendations contained in this report, and to better comply with the building department’s requirements, Solid Ground should review the completed project plans prior to construction. The plans should be made available for our review as soon as possible after completion so that we can better assist in keeping your project schedule on track.

We recommend that the following project-specific note be added to the architectural, structural, and civil plans: “The geotechnical aspects of the project, including site grading, utility and foundation excavations, placement and compaction of engineered fill, and installation of site drainage should be performed in accordance with the recommendations of the *“Geotechnical Report prepared by Solid Ground Consulting Engineers, dated August 15, 2025.”*”

5.5 Construction Monitoring and Observations

Based on experience, we recommend directly contracting with a qualified and certified inspection firm to provide special inspection to help ensure the project is completed in accordance with project plans and documents. Inspection items usually consist of observing the following:

- Foundation Construction
- Concrete Placement
- Reinforcement Placement
- Masonry Construction
- Steel Construction

It is advantageous to the owner to contract with Solid Ground to provide construction monitoring and observations for this project. Some of those benefits are as follows:

- As the Geotechnical Engineer of Record (GEO) for this project, we will provide confirmation that subsurface conditions exposed during construction are substantially the same as those interpolated from our limited subsurface exploration, on which the analysis and design were based.
- The recommendations in this report are based on limited subsurface information. The nature and extent of variation across the site may not become evident until construction. If variations are then exposed, it will be necessary to re-evaluate our recommendations. If subsurface conditions differ from those anticipated, we as the GEO will provide recommendations if deemed necessary.

6.0 Report Limitations

This report has been prepared for the exclusive use of *Clark Dietz, Inc* for specific application to the project site. Our recommendations have been prepared using generally accepted standards of geotechnical engineering practice in the Commonwealth of Kentucky. No other warranty is expressed or implied.

The recommendations provided are based on the subsurface information and other findings obtained by Solid Ground as well as information provided by you. If there are revisions to the plans for this project or if subsurface conditions detailed in this report are encountered during construction that are different than our exploration, we should be notified immediately to modify the foundation recommendations if deemed necessary. We cannot be held responsible for the impact of those conditions on the project if those impacts are not made known to us.

The scope of services did not include an environmental assessment for determining the presence or absence of wetlands or hazardous or toxic materials. Any statements in this report or on the boring logs regarding odors, colors, and unusual or suspicious items or conditions are strictly for informational purposes.

7.0 Associated Geotechnical Risks

The analytical tools which are used by the geotechnical engineer in this area are generally empirical and must be used in conjunction with professional engineering judgment and experience. Therefore, the recommendations presented in this geotechnical exploration should not be considered risk-free and are not a guarantee that the proposed structure will perform as planned. The engineering recommendations presented in this are based on the information gathered during the subsurface exploration, information provided by you and experience with similar projects.



APPENDICES

APPENDIX A - BORING LOGS





APPENDIX B - LAB RESULTS









Soil Boring: B-1


Project: Jacobson Park Bridge Location: Lexington, Kentucky Project Number: 25-306

Date Started: 07/29/2025	Date Completed: 07/29/2025	Coordinates: 37.988442, -84.428052
Location Accuracy: Estimated from Google Maps	Client Name: Lexington Parks and Recreation	Hammer Type: Auto
Method: Auger	Depth: 8.3'	

Depth (ft)	Elevation (ft)	Graphic Log	Rig Type Tooling Surface Elevation	Samples					Lab	
				Depth of Sample (ft)	Sample Graphic	Blow Counts	% Recovery	% RQD	Uncorrected N-Value	% Fines
			Diedrich D-50 3-1/4" Hollow Stem Auger 972.0'							
			Visual Classification and Remarks							
	970		Clayey Gravel with Sand , very dense, moist, brown (GC)	2 ft		10-50/0.3'			50	
			Limestone, Highly weathered, with clay seams	2.6						19.0
			Limestone, Thinly Bedded , coarse grained, GRAY, Clay seams in the first 2.0 feet, trace shale seams throughout	3.3			58	20		
5				3.3 ft						
	965			8.3						

Boring terminated at 8.3'





Graphics Legend		Water Levels	
 GC	 Core - Core Sample	 -	_____
 Limestone	 SS - Small Split Spoon	 -	_____

Sounding: S-1

 SOLID GROUND <small>CONSULTING ENGINEERS</small>
Project: Jacobson Park Bridge Location: Lexington, Kentucky Project Number: 25-306

Date Started: 07/30/2025	Date Completed: 07/30/2025	Coordinates: 37.98840833, -84.42797222
Location Accuracy: Estimated from Google Maps	Client Name: Lexington Parks and Recreation	
Method: Hand Auger	Depth: 0.5'	

Depth (ft)	Elevation (ft)	Graphic Log	Rig Type Surface Elevation	Hand Auger 971.5'
			Visual Classification and Remarks	
		[Hatched Pattern]	Undifferentiated Overburden,	
				0.5
Auger refusal at 0.5'				

Graphics Legend  Undifferentiated Overburden	Water Levels  - _____  - _____  - _____
---	--

Sounding: S-2



Project: Jacobson Park Bridge
Location: Lexington, Kentucky
Project Number: 25-306

Date Started: 07/30/2025	Date Completed: 07/30/2025	Coordinates: 37.98837778, -84.42789444
Location Accuracy: Estimated from Google Maps	Client Name: Lexington Parks and Recreation	
Method: Hand Auger	Depth: 1.5'	

Depth (ft)	Elevation (ft)	Graphic Log	Rig Type Surface Elevation	Hand Auger 972.5'	Visual Classification and Remarks
			Undifferentiated Overburden		
					1.5

Sounding terminated at 1.5'

Graphics Legend

Undifferentiated Overburden

Water Levels


- _____
 - _____
 - _____

Sounding: S-3

 SOLID GROUND <small>— CONSULTING ENGINEERS —</small>
Project: Jacobson Park Bridge Location: Lexington, Kentucky Project Number: 25-306

Date Started: 07/30/2025	Date Completed: 07/30/2025	Coordinates: 37.98834444, -84.42781667
Location Accuracy: Estimated from Google Maps	Client Name: Lexington Parks and Recreation	
Method: Hand Auger	Depth: 0.5'	

Depth (ft)	Elevation (ft)	Graphic Log	Rig Type Surface Elevation	Hand Auger 972.5'
			Visual Classification and Remarks	
		[Hatched Pattern]	Undifferentiated Overburden	
				0.5
Auger refusal at 0.5'				

Graphics Legend  Undifferentiated Overburden	Water Levels <div style="display: flex; align-items: center;"> <div style="margin-right: 5px;">▽</div> <div style="border-bottom: 1px solid black; width: 100%;"></div> </div> <div style="display: flex; align-items: center; margin-top: 5px;"> <div style="margin-right: 5px;">▼</div> <div style="border-bottom: 1px solid black; width: 100%;"></div> </div>
---	---



Distribution:

Report:

Project Name Jacobson Park Project # 25-306

Sample # B2 Depth 2.0'-3.2'

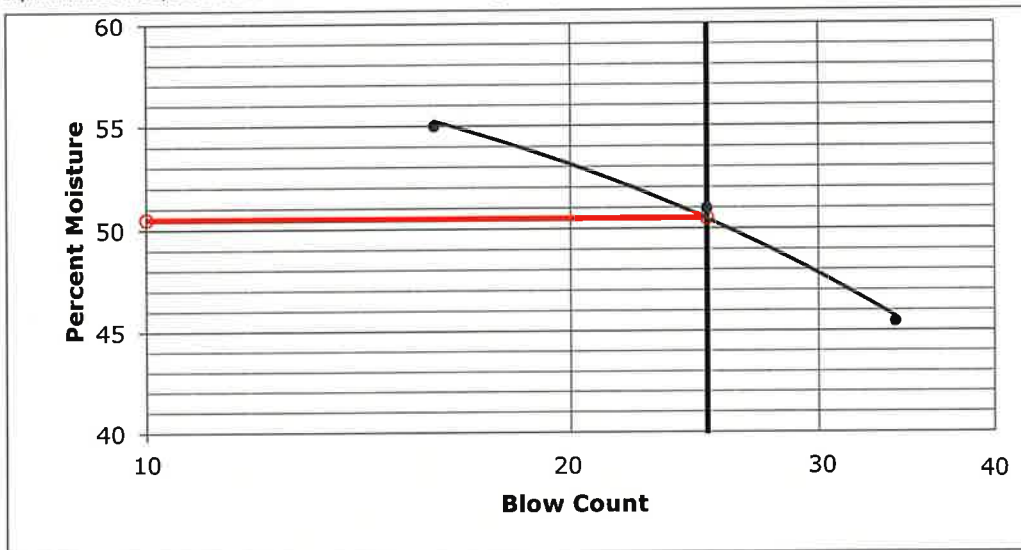
Soil Description Brown LEAN to FAT CLAY Prep. Method DRY

Date Sample Received 8/3/2025 Date Tested 8/11/2025

LIQUID LIMIT

Run Number	1	2	3	4	5	6
Tare Number	6	15	11			
Tare + Wet Soil	20.3	21.7	23.2			
Tare + Dry Soil	18.3	19.1	19.9			
Weight of Water	2.0	2.6	3.3			
Weight of Tare	13.9	14.0	13.9			
Weight of Dry Soil	4.4	5.1	6.0			
Water Content	45.5	51.0	55.0			
Number of Blows	34	25	16			

Liquid limit test was performed using manual device and metal grooving tool



LL 51

PL 22

PI 29

SYMBOL FROM PLASTICITY CHART

CL-CH

USCS

LEAN to FAT CLAY (CL-CH)

PLASTIC LIMIT

Run Number	1	2	3	4	5	Natural Moisture
Tare Number	60	56				
Tare + Wet Soil	19.9	19.5				
Tare + Dry Soil	18.8	18.4				
Weight of Water	1.1	1.1				
Weight of Tare	13.8	13.5				
Weight of Dry Soil	5.0	4.9				
Water Content	22.0	22.4				
Plastic Limit	22.2					

Plastic limit test specimens were hand rolled



Distribution:

Report of Percent Passing No. 200 Sieve ASTM D1140

Project Name Jacobson Park Project # 25-306

Sample # B1 Depth 2.0'-2.8'

Soil Description Brown CLAYEY GRAVEL with sand Method A or B B

Date Sample Received 8/3/2025 Date Tested 8/6/2025

Boring/Sample No.	B1					
Depth (From-To)	2.0'-2.8'					

#200 DATA						
Tare Number	LRP					
Wet Soil + Tare, g	930.1					
Dry Soil + Tare, g	851.8					
Wt. of Tare	660.7					
Wt. of Dry Soil, g	191.1					
Soak Time, hours	24					

% MOISTURE DATA						
Tare Number	46	188				
Wet Soil + Tare, g	57.4	58.8				
Dry Soil + Tare, g	51.6	53.6				
Wt of Water	5.8	5.2				
Wt of Tare	13.6	13.7				
Wt. of Dry Soil, g	38.0	39.9				
% Moisture	15.3	13.0				

CALCULATIONS						
Dry Wt. Before, g	236.01					
Dry Wt. After, g	191.10					
% Retained	81.0					
% Passing	19.0					

Natural Moisture Content Determination (ASTM D2216)

Project Name: Jacobson Park
Project Number: 25-306

Date: 8/6/2025
Page: 1 of 1

Boring Number	Sample Depth (ft)	Can ID Number	Can Weight	Wet Weight + Can	Dry Weight + Can	Moisture %
B1	2.0-2.8	46	13.6	57.4	51.6	15.3
		188	13.7	58.8	53.6	13.0
B2	2.0-3.2	131	13.6	74.9	61.7	27.4
		54	13.4	88.0	70.5	30.6

MAYOR LINDA GORTON



LEXINGTON

TODD SLATIN
DIRECTOR
DIVISION OF PROCUREMENT

ADDENDUM #2

Bid Number: #14-2026

Date: April 7, 2026

Subject: Jacobson Park Pedestrian Bridge Replacement

Address Inquiries to:
Sondra Stone
sstone@lexingtonky.gov

TO ALL PROSPECTIVE SUBMITTERS:

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

1. See attached pre-bid sign-in sheet.
2. See attached Jacobson Park Boardwalk Timber Pile Investigation Report for reference only.
3. Replace Drawing No.7 of 8 in drawing set with revised sheet attached.
4. Replace Drawing No.8 of 8 in drawing set with revised sheet attached.
5. What are the weights of the Permatrak precast bridge components? Treads: 7'-3" Long x 4'-0" Wide at 4" thick will weigh approximately **1500 lbs.** Beams: 8.5" x 10" at 16' long weigh approximately **1500 lbs.**
6. Clarify foundation depths for the piers. See Sheet 6 for bottom of footing elevation and notes.
7. Does LFUCG have a location to dispose of extra material. Contractor is responsible for removing and disposing of extra material. Removed silt/rock from the reservoir cannot be placed within other areas of the reservoir.



- 8. Can the existing ash tree on the west side of the bridge be removed? Yes, contractors should include the removal of the tree in their base bid.



Todd Slatin, Director
Division of Procurement

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 submittal.

COMPANY NAME: _____
ADDRESS: _____
SIGNATURE OF BIDDER: _____



SIGN-IN SHEET
 Pre-Bid Meeting #14-2026 Jacobson Park Pedestrian Bridge Replacement
 March 31, 2026 @ 1:00 pm

Representative	Company Name	DBE/MBE/WBE/ Veteran	Phone#	Email Address
Sondra Stone	LFUGG		859-258-3320	sstone@lexingtonky.gov
Sherita Miller	LFUGG		859-258-3320	smiller@lexingtonky.gov
Sam Niehaus	LFUGG		859-537-8507	sniehaus@lexingtonky.gov
Jonathan Pehar	Clark Dietz, Inc		859-519-8976	jonathan.pehar@clarkdietz.com
Jaykob Hubbard	Clark Dietz		606-627-9088	Jaykob.Hubbard@clarkdietz.com
Todd Scott	Pace Contracting		502-471-1166	tscott@pacecontracting.com
FRACY BARRETT	ADAMS CONTRACTING		859-576-9961	tracy@adamscontractingky.com
LORAN RASCHELLA	Hinkle Const Svcs		502-316-1292	estimating@hinkle-cs.com
Scott Emerson	THOROUGHMAN/HARSON		859-346-7096	emerson@thoroughman.com

859 258 3320



November 5, 2024

Sam Niehaus, Project Manager
Parks and Recreation
Lexington-Fayette Urban County Government
469 Parkway Drive
Lexington, KY 40504

RE: Jacobson Park Boardwalk
Timber Pile Investigation

Dear Mr. Niehaus:

This is to document findings from our recent investigation of the timber piles that support the boardwalk crossing the reservoir and connecting the boat house to the playground on the northwest corner of the park, see photo to the right. It is our understanding Parks and Recreation is planning on upgrading the boardwalk. The upgrade will replace all of the boardwalk components, except for the timber piles, pending the results of our investigation.



Jacobson Park Boardwalk

Palmer Engineering visited the site on October 24, 2024. Piles were accessed from the walkway and from below with hip waders, giving us access to the piles entire length above the mudline. Details of the foundation below the mudline was not accessible during the site visit and there are no existing plans. Therefore, we cannot comment on their condition below the mudline.

The following inspection techniques were used during the investigation:

- Visual overview
- Sounding with a hammer
- Measuring pile alignment, plumbness
- Measuring section loss based on circumference
- Light probing with a screwdriver

The piles were not probed with a drill which is consistent with KYTC's recommended inspection technique for timber pile evaluation. KYTC has found that this drilling holes in the pile provides a direct path for penetration, even if caulked after probing, drastically accelerating deterioration.

Using National Bridge Inspection Standards (NBIS) as a basis for evaluating the piles, the piles are in Poor Condition with a condition rating of 4. NBIS describes the condition rating as "Widespread moderate or isolated major defects; strength and/or performance of the component is affected." Our findings support this rating of the 28 piles as follows:

- All of the piles were out of plumb, with 11 of the 28 piles greater than or equal to 4 degrees. This could be an indication that the foundations are not performing as originally intended.
- The tops of 17 of the piles were hollow from deterioration. Some to a depth of 3'-0" from the top.
- Based on sounding with a hammer, 8 of the piles were hollow at the waterline below the floorbeam connections.
- Several piles had significant cavities where an outer section of the pile had broken off.
- The outside of all the piles in the region where the water fluctuates were worn.
- Most piles had a measurable loss of circumference in the zone of water surface fluctuation when compared to their nominal diameter measured above the walking surface. Those with no measurable section loss were swollen with water infiltration in the surface layers.

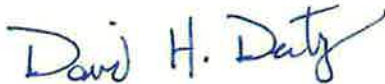
Photos documenting typical conditions described above are attached.

Based on these findings in combination with the unknown foundation conditions, we do not recommend using these piles if the remainder of the structure is to be replaced.

It should be noted that other significant findings unrelated to the piles were identified at the site. These findings were submitted by email to the owner since they were safety related. That correspondence is attached for reference.

Please let me know if you would like to discuss or need additional information.

Sincerely,

A handwritten signature in blue ink that reads "David H. Deitz". The signature is written in a cursive, flowing style.

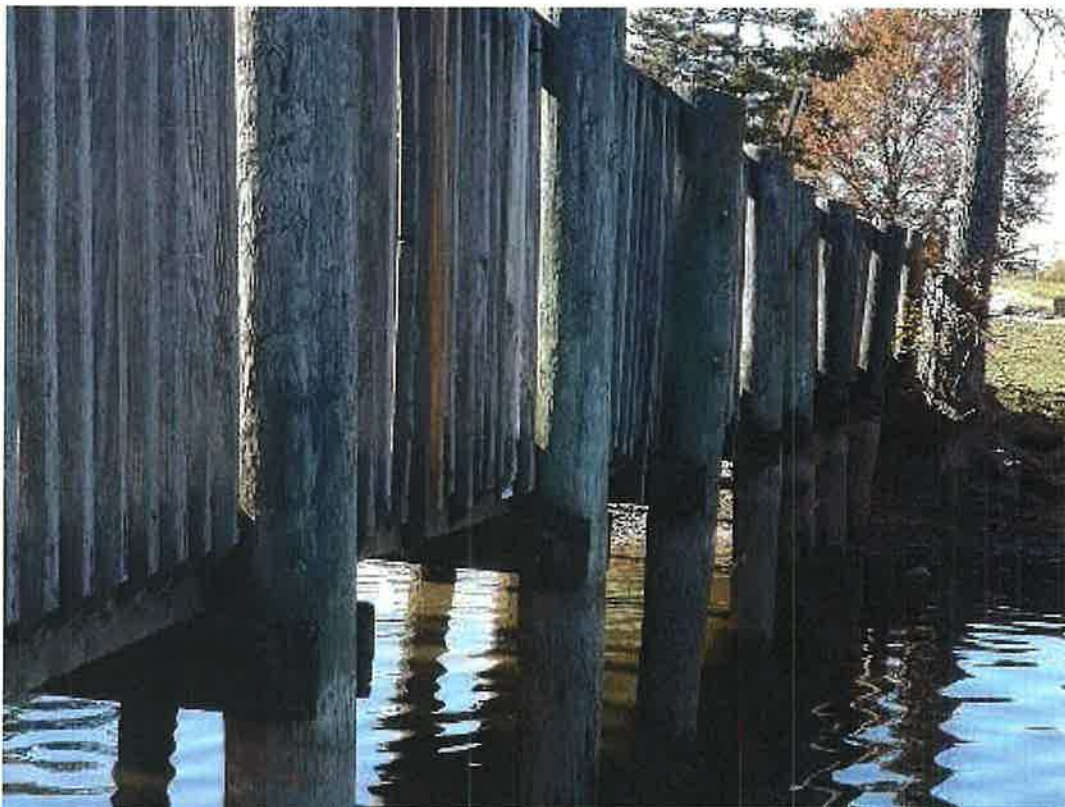
David H. Deitz, PE, QTL, PhD
Vice President
M: 859-227-5908

Jacobson Park Boardwalk 10/24/2024

by S. Sergent (QTL) and D. Deitz (QTL) of Palmer Engineering



Overview of Boardwalk



Typical Variation in Pile Plumbness

Jacobson Park Boardwalk 10/24/2024



Typical Hollow Pile Top from Deterioration.



Sounding with Hammer Indicates Hollow Pile near the Waterline

Jacobson Park Boardwalk 10/24/2024



Typical Cavity where a Portion of the Pile has Broken Off. Note Reduction in Circumference near the waterline.



Typical Pile Wear

David Deitz

From: Stephen Sewell
Sent: Monday, November 4, 2024 5:20 PM
To: Samuel Niehaus
Cc: David Deitz
Subject: FW: Jacobson Bridge PO

Here are some immediate needs that we wanted to mention. The letter for the piles is coming this week with pictures.

Stephen

Stephen Sewell, PE, PTOE
Project Manager
Palmer Engineering
Cell: (859) 492-0199

From: David Deitz <DDeitz@palmernet.com>
Sent: Friday, October 25, 2024 8:01 AM
To: Stephen Sewell <SSewell@palmernet.com>
Cc: Sam Sergent <SSergent@palmernet.com>
Subject: FW: Jacobson Bridge PO

Stephen-

We visited the site yesterday and noticed a few things that we wanted to point out to the owner immediately since they are safety related. They are listed below. Most will be relatively simple to fix and are not directly related to the piles which were the focus of our visit. We will report in on the condition of the piles later.

Please forward these findings to the owner. Have them contact me with any questions.

Thank you.
David Deitz, PE, PhD, QTL
Palmer Engineering
859-227-5908

1. There are several transverse deck boards that have come loose from the stringers that run parallel to pedestrian traffic. These have bent upwards and are a tripping hazard. They should be screwed down.



2. Several handrail pickets are loose where they are connected to the stringers below the deck boards. A few are missing.
3. The handrails need to be addressed in two locations. One is completely unattached to the pile (see picture below) and easily moved. The other is connected to a severely deteriorated pile and will no longer be connected as the pile continues to deteriorate. Both are located on the lake side of the walkway.





4. The approach sidewalk is severely undermined, approximately 2' deep, near the playground.



5. The floorbeams spanning between the piles supporting the stringers and deck boards have completely failed at the 13th pile from the boathouse. These members and connections need to be replaced.



6. The stringers are floating above the floorbeams at the 11th pile from the boathouse on the lake side. It moves up and down as pedestrians cross. We recommend reconnecting it to the floorbeam so it longer moves.



From: Stephen Sewell <SSewell@palmernet.com>
Sent: Tuesday, October 22, 2024 1:36 PM
To: David Deitz <DDeitz@palmernet.com>
Subject: FW: Jacobson Bridge PO

Stephen Sewell, PE, PTOE
Project Manager
Palmer Engineering
Cell: (859) 492-0199

From: Samuel Niehaus <sniehaus@lexingtonky.gov>
Sent: Tuesday, October 22, 2024 11:03 AM
To: Stephen Sewell <SSewell@palmernet.com>
Cc: Chris Toutant <ctoutant@lexingtonky.gov>
Subject: Jacobson Bridge PO

Stephen,

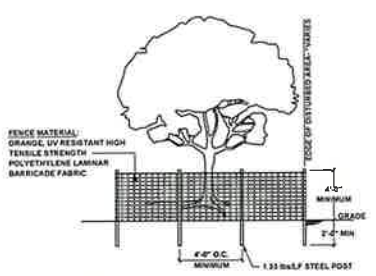
Attached is the PO for the assessment of Jacobson bridge.

Sam Niehaus
Project Manager
Parks and Recreation
859.288.2915 Office
859.537.8507 Cell
Sniehaus@lexingtonky.gov



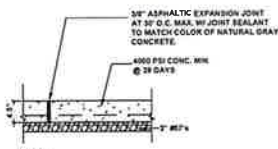
1775-2025

PROJECT NO. 11125002
 DATE: 11/22/2022
 DRAWN BY: JACOBSON
 CHECKED BY: JACOBSON
 PROJECT TITLE: LFLCS PARKS & RECREATION JACOBSON PARK PEDESTRIAN BRIDGE REPLACEMENT
 SHEET NO. 8 OF 8



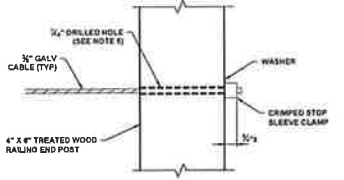
- NOTES:**
1. ALL PLANTS DESIGNATED TO BE SAVED SHALL BE PROTECTED BY FENCING, AS ILLUSTRATED.
 2. INSTALL AS NOTED IN SPECIFICATIONS.
 3. THERE SHALL BE NO STORAGE OF MATERIAL WITHIN THE BOUNDARIES OF THE TREE PROTECTION FENCING.
 4. TREE PROTECTION FENCING SHALL BE MAINTAINED THROUGHOUT THE DURATION OF THE PROJECT.

TREE PROTECTION DETAIL

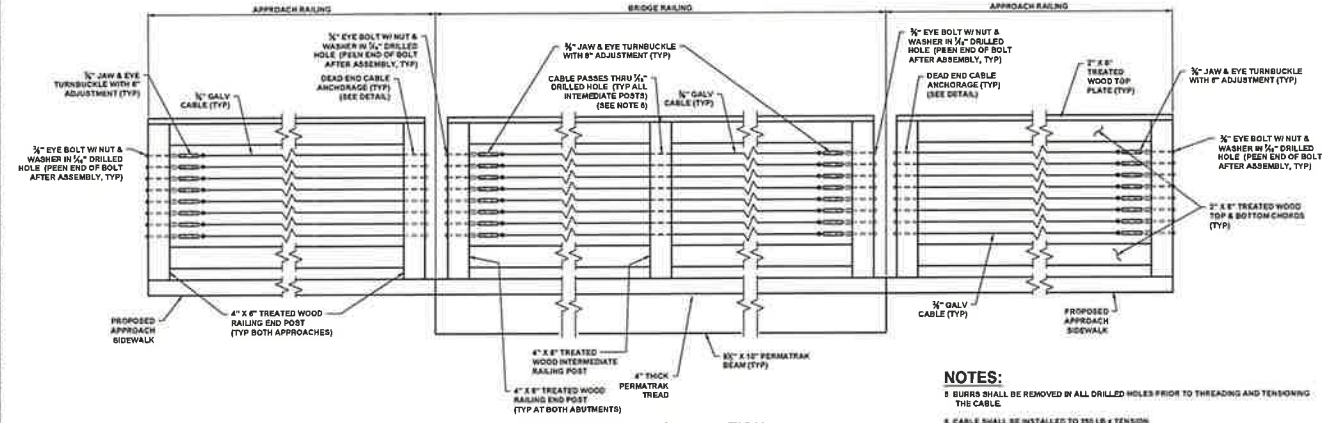


- NOTE:**
- * ADD 1/4\"/>
 - ** SEE PLAN FOR FINISH AND SLOPE, 1/4\"/>

CONCRETE SIDEWALK



DEAD END CABLE ANCHORAGE DETAIL



- NOTES:**
1. BURRS SHALL BE REMOVED IN ALL DRILLED HOLES PRIOR TO THREADING AND TENSIONING THE CABLE.
 2. CABLE SHALL BE INSTALLED TO 250 LB ± TENSION.

DESIGN DATA:
 WIRE (TWINE STRAND): ASTM A475, UTILITIES GRADE OR BETTER

DECK RAILING ELEVATION

NOTE: DIMENSIONS, DATA IS NOT TO BE OBTAINED BY MEASURING ANY PORTION OF THIS DRAWING.

PART VIII

ADDENDA

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

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

IX. TECHNICAL SPECIFICATIONS

SECTION 00 00 10

TABLE OF CONTENTS

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

JACOBSON PARK PEDESTRIAN BRIDGE REPLACEMENT

LEXINGTON, KENTUCKY

DIVISION 01 - GENERAL REQUIREMENTS

01 70 00 Execution and Closeout Procedures 01 70 00-1 - 01 70 00-4

DIVISION 02 - EXISTING CONDITIONS

02 30 00 Subsurface Investigation 02 01 00-1 - 02 01 00-2

DIVISION 31 - EARTHWORK

31 10 00 Site Clearing 31 10 00-1 - 31 10 00-2
31 23 19 Dewatering 31 23 19-1 - 31 23 19-3

DIVISION 32 - EXTERIOR IMPROVEMENTS

32 12 15 Concrete Pavement, Sidewalks, Driveway 32 12 15-1 - 32 12 15-7
32 12 16 Asphalt Pavement 32 12 16-1 - 32 12 16-2
32 17 23 Pavement Marking and Signage 32 17 23-1 - 32 17 23-1

END OF SECTION

SECTION 01 70 00

EXECUTION AND CLOSEOUT REQUIREMENTS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Description of requirements.
- B. Prerequisites to substantial completion.
- C. Prerequisites to final completion.
- D. Demonstration and instructions.
- E. Testing, adjusting and balancing.
- F. Protecting installed construction.
- G. Project record documents.
- H. Maintenance service.

1.2 DESCRIPTION OF REQUIREMENTS

- A. Project closeout is the term used to describe certain collective project requirements, indicating completion of the Work that is to be fulfilled near the end of the Contract time in preparation for final acceptance and occupancy of the Work by the Owner, as well as final payment to the Contractor and the normal termination of the Contract.
- B. Specific requirements for individual units of work are included in the appropriate sections.
- C. Time of closeout is directly related to "Final Completion"; therefore, the time of closeout may be either a single time period for the entire Work or a series of time periods for individual elements of the Work that have been certified as substantially complete at different dates. This time variation, if any, shall be applicable to the other provisions of this section.

1.3 PREREQUISITES TO SUBSTANTIAL COMPLETION

- A. General: Complete the following before requesting the Engineer's inspection for certification of substantial completion, either for the entire Work or for portions of the Work. List known exceptions in the request.
 - 1. In the progress payment request that coincides with, or is the first request following, the date substantial completion is claimed, show either 100% completion for the portion of the Work claimed as "substantially complete", or list incomplete items, the value of incomplete work, and reasons for the Work being incomplete. Include supporting documentation for completion as indicated in these contract documents.
 - 2. Submit a statement showing an accounting of changes to the Contract Sum.
 - 3. Submit specific warranties, workmanship/maintenance bonds, final certifications and similar documents.

4. Submit a NOT to the KDOW certifying that all post-construction storm water pollution prevention measures have been implemented and that the earthwork at the Site has been stabilized to prevent erosion.
 5. Obtain and submit releases enabling the Owner's full, unrestricted use of the Work.
 6. Submit record drawings, all operation and maintenance manuals, damage or settlement survey, and similar final record information.
 7. Discontinue and remove temporary facilities and services from the project site, along with construction tools and facilities.
- B. Inspection Procedures: Upon receipt of the Contractor's request for inspection, the Engineer will either proceed with inspection or advise the Contractor of unfilled prerequisites.
1. Following the initial inspection, the Engineer will either prepare the certificate of substantial completion, or will advise the Contractor of work which must be performed before the certificate will be issued. The Engineer will repeat the inspection when requested and when assured that the Work has been substantially completed.
 2. Results of the completed inspection will form the initial "punch list" for final acceptance.

1.4 FINAL CLEANING

- A. Execute final cleaning prior to final project assessment.
- B. Except as otherwise indicated or requested by the Engineer, remove temporary protection devices and facilities which were installed during the course of the Work to protect previously completed Work during the remainder of the construction period.
- C. Clean interior and exterior glass, surfaces exposed to view; remove temporary labels, stains and foreign substances, polish transparent and glossy surfaces, vacuum carpeted and soft surfaces.
- D. Clean equipment and fixtures to sanitary condition with cleaning materials appropriate to surface and material being cleaned.
- E. Clean filters of operating equipment.
- F. Clean debris from roofs, gutters, downspouts, and drainage systems.
- G. Clean site; sweep paved areas, rake clean landscaped surfaces.
- H. Remove waste and surplus materials, rubbish, and construction facilities from site. Comply with safety standards and governing regulations for cleaning operations. Do not burn waste materials at the site. Do not bury debris or excess materials on the Owner's property. Remove waste materials from the site and dispose of in a lawful manner.

1.5 PROTECTING INSTALLED CONSTRUCTION

- A. Protect installed Work and provide special protection where specified in individual specification sections.
- B. Provide temporary and removable protection for installed products. Control activity in immediate work area to prevent damage.
- C. Provide protective coverings at walls, projections, jambs, sills, and soffits of openings.

- D. Protect finished floors, stairs, and other surfaces from traffic, dirt, wear, damage, or movement of heavy objects, by protecting with durable sheet materials.
- E. Prohibit traffic or storage upon waterproofed or roofed surfaces. When traffic or activity is necessary, obtain recommendations for protection from waterproofing or roofing material manufacturer.
- F. Prohibit traffic from landscaped areas.

1.6 PROJECT RECORD DOCUMENTS

- A. Maintain on site one set of the following record documents; record actual revisions to the Work:
 - 1. Drawings.
 - 2. Specifications.
 - 3. Addenda.
 - 4. Change Orders and other modifications to the Contract.
 - 5. Reviewed Shop Drawings, Product Data, and Samples.
 - 6. Manufacturer's instruction for assembly, installation, and adjusting.
- B. Ensure entries are complete and accurate, enabling future reference by Owner.
- C. Store record documents separate from documents used for construction. Protect from deterioration and loss in a secure, fire-resistive location.
- D. Provide access to record documents for Owner and Engineer reference during normal working hours.
- E. Record information concurrent with construction progress, not less than weekly. All record documents must be kept up to date on a continuous basis by all contractors and subcontractors. Failure to do so will result in withholding additional money from monthly payment requests.
- F. Record Specifications:
 - 1. Maintain one complete copy of the Project Manual, including specifications and addenda, and one copy of other written construction documents such as change orders and similar modifications issued in printed form during construction.
 - 2. Legibly mark and record at each product section description of actual products installed, including the following:
 - a. Manufacturer's name and product model and number.
 - b. Product substitutions or alternates utilized.
 - c. Changes made by Addenda and modifications.
- G. Record Drawings and Shop Drawings:
 - 1. Legibly mark each item to record actual construction including:
 - a. Measured depths of foundations in relation to finish [first] [main] floor datum.
 - b. Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
 - c. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of the Work.
 - d. Field changes of dimension and detail.
 - e. Details not on original Contract drawings.

2. Mark whichever drawing is most capable of showing the actual "field" condition fully and accurately; however, where shop drawings are used for mark up, record a cross reference at the corresponding location on the working drawings.
 - a. Mark record sets with red erasable pencil and, where feasible, use other colors to distinguish between variations in separate categories of work.
 - b. Mark up new information which is known to be important to the Owner and Engineer, but was not shown on either contract drawings or shop drawings.
 - c. Note related change order numbers where applicable.
 - d. Organize record drawing sheets into manageable sets, bind with durable paper cover sheets, and print suitable titles, dates and other identification on the cover of each set.
 - e. For buried piping, electrical, conduits, etc. measure distance to permanent exposed improvements that will enable locations to be determined after backfilling. Provide two measurements for all bends, fittings, etc.

- H. Record Product Data: Maintain one copy of each product data submittal. Mark these documents to show significant variations in the actual Work performed in comparison with the submitted information. Include both variations in the products as delivered to the site, and variations from the manufacturer's instructions and recommendations for installation. Give particular attention to concealed products and portions of the Work which cannot otherwise be readily discerned at a later date by direct observation. Note related change orders and mark up of record drawings and specifications.
 1. Upon Completion of mark up, submit complete set of record product data to the Engineer for the Owner's records.

- I. Miscellaneous Record Submittals: Refer to other sections of these specifications for requirements of miscellaneous record keeping and submittals in connection with the actual performance of the Work. Immediately prior to the date or dates of substantial completion, complete miscellaneous records and place in good order, properly identified and bound or filed, ready for continued use and reference. Submit to the Engineer for the Owner's records.

- J. Submit documents to Engineer with claim for final Application for Payment.

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION – NOT USED

END OF SECTION

SECTION 02 30 00

SUBSURFACE INVESTIGATION

PART 1 GENERAL

1.1 DESCRIPTION OF THE WORK

- A. The intent of this section is to describe the information that is available regarding subsurface conditions, and the requirements of the contract regarding differing subsurface conditions.
- B. The Owner makes no representations regarding subsurface conditions and/or utilities which may be encountered during the work.
- C. Information observed and identified in the boring logs, such as but not limited to subsoil formations and depth to groundwater, represent conditions at specific locations and time of year and do not necessarily represent conditions that may or may not be encountered during the course of the work.
- D. Bidders shall make their own deductions concerning subsurface conditions which may influence methods or the cost of construction. Bidders may inspect the site and make any such investigations as they deem necessary for the proper execution of the work.

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION

3.1 SOIL BORINGS

- A. Soil borings have been taken at locations in the project area. Copies of the boring logs and other geotechnical information are included as attachments to this section.
- B. The soil borings and report do not relieve the Bidder of his responsibility to take additional borings as he deems appropriate to determine the subsurface conditions that will be encountered or assume the risk of encountering conditions which may not be consistent with the available borings. The Contractor will be responsible for all costs associated with his subsurface investigations. The Engineer and Owner do not assume any responsibility for the accuracy or adequacy of the soil borings.

3.2 DIFFERING SUBSURFACE CONDITIONS

- A. In the event subsurface or latent physical conditions are found materially different from those indicated in these Documents, and differing materially from those ordinarily encountered and generally recognized as inherent in the character of work covered in these Contract Documents, the Contractor shall promptly, and before such conditions are disturbed, notify the Engineer in writing of such changed conditions. Upon encountering an unknown obstruction, however, the Contractor, at no change in contract price, shall remove any element, which can be removed by powered hand spade or by 1 cubic yard capacity power shovel without drilling or blasting.

- B. The Engineer will investigate such conditions promptly and following this investigation, the Contractor shall proceed with the work, unless otherwise instructed by the Engineer. If the Engineer finds that such conditions materially differ and cause an increase or decrease in the cost of, or in the time required for performing the work, the Engineer will recommend to the Owner the amount of adjustment in cost and time he considers reasonable. The Owner will make the final decision on all change orders to the contract regarding any adjustment in cost or time for completion.

END OF SECTION

SECTION 31 10 00

SITE CLEARING

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Removing surface debris.
 - 2. Removing designated paving, curbs, and sidewalks
 - 3. Removing designated trees, shrubs, and other plant life.
 - 4. Removing abandoned utilities.

1.2 QUALITY ASSURANCE

- A. Conform to applicable codes for environmental requirements, disposal of debris, use of and herbicides.
- B. Perform Work in accordance with State and local standards.
- C. Perform clearing and grubbing in accordance with KYTC Standard Specifications, Section 201 – Clearing and Grubbing.

1.3 REFERENCES

- A. Kentucky Transportation Cabinet (KYTC) Standard Specifications for Road and Bridge Construction
 - 1. Section 201 – Clearing and Grubbing

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify of existing conditions before starting work.
- B. Verify existing plant life designated to remain is tagged or identified.

3.2 PREPARATION

- A. Call Kentucky 811 Utility Line Locations service at 811 not less than two working days before performing Work.
 - 1. Request underground utilities to be located and marked within and surrounding construction areas.

3.3 PROTECTION

- A. Locate, identify, and protect utilities indicated to remain, from damage.

- B. Protect trees, plant growth, and features designated to remain, as final landscaping.
- C. Protect bench marks, survey control points, and existing structures from damage or displacement.

3.4 CLEARING

- A. Clear areas required for access to site and execution of work.
- B. Remove trees and shrubs where indicated on the Drawings or schedule. Do not remove trees, shrubs, or other vegetation indicated to remain or to be relocated.
- C. Remove stumps, including the main root ball and root system to depth of 18 inches below exposed subgrade.
- D. Fill depressions caused by clearing and grubbing operations with soil material equivalent to adjacent soils unless further excavation or earth moving is indicated. Place fill material in horizontal layers not exceeding 8 inches and compact each layer to a density equal to adjacent original ground.
- E. Clear undergrowth and deadwood, without disturbing subsoil.

3.5 REMOVAL

- A. Remove existing above and below grade improvements and vegetation as indicated and as necessary to facilitate new construction. Dispose of removed material off site in accordance with local regulations.
- B. Remove slabs, paving, curbs, gutters, and aggregate base as indicated on Drawings or Schedule.
- C. Unless existing full-depth joints coincide with the line of demolition, neatly saw cut the full length of existing edges at right angle to surface before removing.
- D. Paint cut ends of steel reinforcement in concrete to remain to prevent corrosion.
- E. Remove abandoned utilities. Indicated removal termination point for underground utilities on Record Documents.
- F. Continuously clean-up and remove waste materials from site. Do not allow materials to accumulate on site.
- G. Do not burn or bury materials on site. Leave site in clean condition.

SECTION 31 23 19

DEWATERING

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Dewatering system.
 - 2. Surface water control system.
 - 3. Monitoring wells.
 - 4. System operation and maintenance.
 - 5. Water disposal.
- B. Related Sections:
 - 1. Section 31 25 13 - Erosion Controls: Surface water runoff control.

1.2 UNIT PRICE – MEASUREMENT AND PAYMENT

- A. Dewatering shall be incidental to the project. No separate payment will be made.

1.3 DEFINITIONS

- A. Dewatering includes the following:
 - 1. Lowering of ground water table and intercepting horizontal water seepage to prevent ground water from entering excavations and trenches.
 - 2. Reducing piezometric pressure within strata to prevent failure or heaving of excavations or trenches.
 - 3. Disposing of removed water.
- B. Surface Water Control: Removal of surface water within open excavations.

1.4 SYSTEM DESCRIPTION

- A. Provide dewatering and surface water control systems to permit Work to be completed on dry and stable subgrade.
- B. Furnish standby equipment, including a standby power system, stored at Project site and ready for immediate use upon failure of dewatering equipment.

1.5 PERFORMANCE REQUIREMENTS

- A. Design dewatering systems to:
 - 1. Lower water table within areas of excavation to permit Work to be completed on dry and stable subgrade.
 - 2. Relieve hydrostatic pressures in confined water bearing strata below excavation to eliminate risk of uplift or other instability of excavation.
 - 3. Prevent damage to adjacent properties, buildings, structures, utilities, and facilities from construction operations.
 - 4. Prevent loss of fines, quick condition, or softening of foundation subgrade.

5. Maintain stability of sides and bottoms of excavations and trenches.
6. Sumps or wells, if required, shall be outside of load bearing areas so the bearing surfaces will not be disturbed.

B. Design surface water control systems to:

1. Collect and remove surface water and seepage entering excavation.

1.6 QUALITY ASSURANCE

A. Comply with authorities having jurisdiction for the following:

1. Drilling and abandoning of wells used for dewatering systems.
2. Water discharge and disposal from pumping operations.

B. Obtain permit from EPA under National Pollutant Discharge Elimination System (NPDES), for storm water discharge from construction sites.

C. Perform Work in accordance with State and local requirements.

PART 2 PRODUCTS

2.1 DEWATERING EQUIPMENT

- A. Select dewatering equipment to meet specified performance requirements.

PART 3 EXECUTION

3.1 PREPARATION

- A. Protect existing adjacent buildings, structures, and improvements from damage caused by dewatering operations.

3.2 DEWATERING SYSTEM

- A. Install Work in accordance with State and local standards.

3.3 SURFACE WATER CONTROL SYSTEM

- A. Provide ditches, berms, and other devices to divert and drain surface water from excavation area.
- B. Divert surface water and seepage water within excavation areas into sumps and pump water in accordance with requirements of agencies having jurisdiction.
- C. Control and remove unanticipated water seepage into excavation.

3.4 SYSTEM OPERATION AND MAINTENANCE

- A. Operate dewatering system continuously until backfilling is complete.
- B. Conduct daily observation of dewatering system and monitoring system. Make required repairs and perform scheduled maintenance.

- C. When dewatering system cannot control water within excavation, notify Architect/Engineer and stop excavation work.
 - 1. Supplement or modify dewatering system and provide other remedial measures to control water within excavation.
 - 2. Demonstrate dewatering system operation complies with performance requirements before resuming excavation operations.
- D. Modify dewatering and surface water control systems when operation causes or threatens to cause damage to new construction, existing site improvements, adjacent property, or adjacent water wells.
- E. Correct unanticipated pressure conditions affecting dewatering system performance.
- F. Do not discontinue dewatering operations without Architect/Engineer's approval.

3.5 WATER DISPOSAL

- A. Discharge water as required by the Authority Having Jurisdiction. Obtain approval from the Owner and Authority Having Jurisdiction before operating the dewatering system.

3.6 SYSTEM REMOVAL

- A. Remove dewatering and surface water control systems after dewatering operations are discontinued.

END OF SECTION

SECTION 32 12 15

CONCRETE PAVEMENT, SIDEWALKS, DRIVEWAYS

PART 1 – GENERAL

1.1 SECTION INCLUDES

- A. Cast-in-place concrete bases, roads, sidewalks, carriage walks, pedestrian curb ramps, and driveway approaches.

1.2 RELATED SECTIONS

- A. Section 31 23 00 – Excavation and Fill
- B. Section 32 11 23 – Aggregate Base Course

1.3 REFERENCES

- A. American Society for Testing Materials (ASTM):
 - 1. C260 - Air-Entraining Admixtures for Concrete.

1.4 SUBMITTALS

- A. Submit one (1) 7-day and two (2) 28-day concrete cylinder test results for all concrete pours in any given day. All costs for testing will be paid by contractor.
- B. Submit daily air and slump tests for all concrete pours in any given day.
- C. Submit design mix for concrete that will be used on the Project at the preconstruction conference. If mix design is not available at the time of the preconstruction conference, submit mix design at least 15 days before commencement of concrete installation.

1.5 SEQUENCING AND SCHEDULING

- A. Construction of the concrete driveway aprons, curb ramps and carriage walks shall begin no sooner than 24 hours after placement of the adjacent concrete curb and gutter, with completion within five days of curb placement.

PART 2 PRODUCTS

2.1 MATERIALS:

- A. Portland Cement:
 - 1. ASTM C150, Type I
- B. Air-Entraining Admixtures:
 - 1. Conforming to: ASTM C260 "Air-Entraining Admixture for Concrete."
 - 2. Not to be added to the concrete mixtures in the field without approval from Engineer.
- C. Mix Designation and Classification for Concrete:
 - 1. Manual Placement of sidewalks: Grade A, 3000 psi
 - 2. Slip Form Placement or placement of driveways: Grade A2, 4000 psi.
- D. Pre-Formed Joint Filler: Conform to ASTM D8139 if constructing or slip form expansion AASHTO M153.

1. Provide the filler in lengths equal to the pavement lane width and with the thickness and height shown on the plans.
 2. Where dowel bars are required across the joint, use filler material with factory-punched holes at the dowel bar locations. The holes should be no more than 1/8 inch larger than the nominal dowel bar diameter
- E. Curing Compound:
1. Poly-alpha-methylstyrene (PAM) liquid curing compound conforming to ASTM C309, Type 2, Class B, as modified in this specification.
 2. The curing compound must have a resin consisting of 100 percent poly-alpha-methylstyrene.
 3. By weight, the curing compound must contain 42 percent or more total solids.
 4. Loss of water 24 hours must not exceed 0.15 kg/m².
 5. Loss of water in 72 hours must not exceed 0.40 kg/m².
 6. Reflectance after 72 hours must be ≥ 65 percent.
 7. The volatile organic compound (VOC) content must not exceed 350 g/L.
- F. Pavement Joint Sealer
1. Hot-Poured, for Concrete and Asphalt Pavements
 2. ATSM Designation: D3405

2.2 DENSE GRADED BASE

- A. Dense Graded Base shall be required below all concrete walks, pedestrian curb ramps and driveway approaches:
1. Dense Graded Base: Conform to Section 32 11 23 - Aggregate Base Course.

2.3 STEEL REINFORCEMENT

- A. General Requirements
1. Deformed reinforcing bars must be used unless the contract specifies otherwise.
 2. If plain round steel reinforcement is specified, it must conform to ASTM A675, Grade 80.
 3. Reinforcement must be fabricated with tolerances per ACI Detailing Manual (ACI Committee 315).
 4. Unless otherwise directed, provide a manufacturer's certified test report showing compliance before use.
- B. Bar Steel Reinforcement
1. Bar steel reinforcement must conform to AASHTO M31, Type S or Type W.
- C. High-Strength Steel Reinforcement
1. Must also conform to AASHTO M31, Grade 60, Type S or Type W.
- D. Damage Repair and Rejection
1. All repairs must be completed before visible steel oxidation occurs.
- E. Welded Steel Wire Fabric
1. When wire mesh reinforcement is used, it must be the weight and design shown on the plans and conform to ASTM A1064.

PART 3 EXECUTION

3.1 GENERAL

- A. Provide copies of batch tickets for concrete mix at the time of material delivery to project site.
- B. Construct concrete bases at the locations and elevations indicated on the drawings.

- C. Verify locations with Engineer in the field prior to construction.
- D. Verify pavement joint layout with Engineer prior to placement of concrete.
- E. The completed concrete work shall give the appearance of uniformity in surface contour and texture, and shall be accurately constructed to line and grade. The required joints, edges, and flow lines shall show neat workmanship.
- F. Retempering of concrete which has partially hardened with or without additional materials or water is prohibited.

3.2 FOUNDATION PREPARATIONS

- A. Placement and compaction of 6-inch depth of Base Aggregate Dense $\frac{3}{4}$ -inch under all concrete bases.
- B. The foundation shall be approved by the Engineer prior to placement of concrete material.

3.3 FORMS

- A. Concrete placement must be supported by forms made of wood or metal that are straight and sufficiently strong to resist movement (springing, tipping, or displacement) while concrete is placed and consolidated.
- B. Wood forms must be surfaced planks with at least 2-inch nominal thickness (except in sharply curved sections).
- C. Metal forms must be Engineer-approved sections with flat top surfaces.
- D. Forms must be set to the full depth of the sidewalk or driveway being constructed.
- E. The contractor must securely stake, brace, and hold the forms firmly to the required line and grade.
- F. Forms must be made tight enough to prevent mortar leakage and should be cleaned and oiled before placing concrete against them.

3.4 JOINT CONSTRUCTION

- A. Concrete Pavement
 - 1. Longitudinal Joints – Joints must be perpendicular to the pavement surface and follow the required alignment. The joint must not deviate more than $\frac{1}{2}$ -inch in 10 feet from the required line. If the plans do not show a specific longitudinal joint detail, use the applicable standard detail for joint type and spacing shown in the plans or detail sheets.
 - 2. Transverse Joints – Place construction joints at a maximum spacing of 15' for 8-Inch concrete pavement.
- B. Concrete Sidewalk
 - 1. Contraction joints are used to divide the sidewalk into manageable sections to control cracking.
 - 2. No joint shall deviate more than 5 degrees from being perpendicular to the finished surface. Joints must not deviate more than $\frac{1}{2}$ -inch from a straight line or designated alignment at any point.
 - 3. Contraction joints may be constructed by one of these methods:
 - Form a slot or groove at least $\frac{1}{4}$ of the slab depth and $\frac{1}{4}$ inch wide by inserting a metal parting strip into plastic concrete, then remove and finish the joint when the concrete holds shape.
 - Cut the concrete with a pointed trowel or other suitable tool to at least $\frac{1}{4}$ of the slab depth, then edge-finish the joint.

- Saw contraction joints to at least $\frac{1}{4}$ of the slab depth and about $\frac{1}{8}$ inch wide as soon as the concrete has set enough to prevent raveling but before shrinkage cracks occur.
- 4. When constructing in partial width slabs, transverse joints must align with adjacent slabs. Joints must also match similar joints regardless of the presence of expansion joint filler between new and existing concrete.
- 5. Sidewalk sections should ideally not be less than 3 feet or greater than 12 feet in any dimension.
- 6. Expansion joint filler must extend to 1 inch below the full depth of the concrete and finish slightly below the pavement surface. Concrete must be thoroughly consolidated at the faces of expansion joints to fill voids. The surface is then finished smooth and true to grade.
- 7. Do not seal joints.
- 8. For uniform width sidewalks, transverse joints should be constructed at right angles to the sidewalk centerline and longitudinal joints parallel to the centerline unless otherwise specified. For variable or tapering widths, transverse and longitudinal joints should be at right angles to each other where possible and laid out per the engineer's field marks.
- 9. Place expansion joints at intersecting sidewalks, between sidewalk and/or driveway approach and back of curb and gutter and at intersections of sidewalks and driveway approaches. Maximum spacing of expansion joints for sidewalks shall be 60 feet.
- 10. Place contraction joints in sidewalks at five-foot typical spacing.

3.5 STEEL REINFORCEMENT

- A. Concrete Pavement
 1. Longitudinal Joints – Place 24" - #4 Tie Bars at a maximum spacing of 39".
 2. Transverse Joints – Place 18" - 1.25" Dowel Bars at a spacing of 12" O.C., with 6" clear space to the edge of pavement.
- B. Building Base
 1. Place Welded Wire Fabric: 6 x 6 – W2 x W2 conforming to ASTM A185.

3.6 PLACING AND FINISHING

- A. Concrete Pavement
 1. Concrete must be placed *across the full width of the pavement* in a manner that minimizes rehandling and segregation. Placing methods should ensure uniform distribution of concrete ahead of the paver and avoid windrowing or piling material ahead of the machine.
 2. Concrete should be delivered to the paver at a consistent rate to allow continuous paving and reduce stop-start events that can affect finish quality. Adding water at the site is discouraged and, if necessary, plant operations staff and the inspector should be notified.
 3. Use an *engineer-approved, self-propelled slip-form paver* capable of placing, consolidating, screeding, and float-finishing the full width in a single pass. The paver must be equipped to *internally vibrate* the concrete for full width/depth and handle proper placement of dowels and tie bars.
 4. Hand-held internal vibrators meeting the required frequency (minimum ~7,000 impulses/minute) are used to consolidate concrete around joints, edges, and other areas not reached by machine vibration.
 5. For formed pavement portions, *clean, straight, unwarped steel forms* (or approved wood/plastic where specified) must be set to the correct line and grade, tightly staked and supported to resist concrete pressure without bulging.

6. Before placing concrete, the base course and forms must be checked for compaction, grade, and alignment. The base should be moist (but not saturated) to prevent rapid water loss from the fresh concrete.
7. Place concrete *as close as possible to the final position* of the material to minimize segregation and loss of entrained air from excessive manipulation. Walking in fresh concrete should be minimized.
8. Ensure proper vibration during placement so the concrete consolidates and fully fills around reinforcing and dowel/tie bars without displacing them.
9. Concrete is struck off to the required elevation and finished to a smooth, even surface using the paving machine's float finishing system or hand floats where necessary.
10. Use aluminum, magnesium, or wood hand tools for finishing – steel tools should *not* be used.
11. During placing and finishing, dowels and tie bars must be properly supported and held in place with Engineer-approved devices to avoid movement while the concrete is placed and consolidated.
12. Concrete must be protected from damage during finishing operations and after placement, including from traffic, equipment, weather, and other disturbances. This protection continues until the concrete has hardened sufficiently to resist surface marks or scarring.
13. Unacceptable work shall be removed and replaced with acceptable work as directed by the Engineer.

B. Concrete Sidewalk

1. Before placing concrete, the Engineer will inspect and approve the prepared foundation, forms, stringline, and reinforcement (if required). For slip-formed concrete, the engineer will also check stringline setup for conformance to planned alignment and grade.
2. Place concrete on a moist foundation to the required depth and consolidate sufficiently to bring mortar to the surface.
3. After consolidation, strike off and finish the surface to be true, even, and smooth.
4. Before the mortar sets, the surface is brushed or lightly broomed to provide the specified texture.
5. Prior to final finishing of sidewalks and spot checks of driveways, the surface must be checked with a 10-foot straightedge.
6. Any deviation in the design curvature of concrete edges in excess of 3/8-inch, measured with a 10-foot straight edge, will be considered unacceptable.
7. Any surface area allowing the entrapment of water at a depth 1/8-inch or greater will be considered unacceptable.
8. Unacceptable work shall be removed and replaced with acceptable work as directed by the Engineer. Acceptance of work by price reduction will not be allowed.

3.7 CONCRETE CURING AND PROTECTION

A. Curing and protection shall be as follows:

1. Maintain adequate moisture in the concrete mass to support hydration until it develops sufficient strength to be opened to service.
2. Apply curing compound as specified.
3. If the contractor fails to cure concrete as specified, the engineer may suspend concrete placement.
4. After finishing and as soon as free water has disappeared, spray concrete with a uniform coating of curing compound to form a continuous water-impermeable film on all exposed surfaces.
5. Use engineer-approved power sprayers when practicable; hand spraying may be used in narrow or irregular areas, for recoating, or as the engineer approves.
6. Application Rates: Tined surfaces: minimum 1 gallon per 150 ft², Other surfaces: minimum 1 gallon per 200 ft².

7. If the curing compound is damaged within 72 hours, recoat the affected area promptly.
8. Newly exposed surfaces (e.g., after form removal) must be coated within 30 minutes of exposure.
9. The engineer may approve alternate curing materials or methods at the contractor's request, with supporting documentation.
10. Sheeting methods (e.g., impervious covers) may be allowed and followed by application of curing compound after the sheeting is removed.
11. Barricades and/or personnel must be provided as necessary to keep traffic off newly placed pavement until it is opened for service.
12. Protect pavement from damage by public traffic or construction activities; repair or replace, as directed, concrete damaged before acceptance.
13. Have materials ready to protect unhardened concrete from rain damage. If rain is imminent, cover the unhardened concrete immediately with plastic or other engineer-approved materials secured at the pavement edges.
14. A second application of membrane curing compound shall be applied 4 to 8 hours after the first application.
15. The freshly finished surface shall be protected. Surfaces pitted by rain will be considered unacceptable.
16. Removal and replacement of any section damaged by traffic, rain, cold weather, or other causes occurring prior to the 72-hour curing period or final acceptance shall be the responsibility of the Contractor.

B. Mixing and Protection During Cold Weather: Comply with KYTC Section 601 / 603 Cold Weather Concrete Requirements :

1. If the National Weather Service forecast predicts temperatures below freezing, or freezing actually occurs, the contractor must provide a minimum level of thermal protection to protect concrete until it attains sufficient strength.
2. The levels of protection required are:
 22 degrees F to < 28 degrees F - One layer of polyethylene sheeting
 17 degrees F to < 22 degrees F - Two layers of polyethylene sheeting
 < 17 degrees F - Two layers of polyethylene sheeting with 6" of loose straw between
3. Protective material must be placed as soon as the concrete is finished and sufficiently set so as not to mar the surface.
4. The thermal protection must remain in place until the concrete meets the opening criteria (e.g., attaining specified compressive strength or minimum time and temperature).
5. If coverings need to be temporarily removed (e.g., to saw joints), they may be removed only for the minimum time required to perform the work with the engineer's approval.
6. **Concrete temperature control:** Mixers must discharge concrete at a temperature of 50 °F to 80 °F by controlling mix water and aggregate temperatures.
7. Do not heat cement or use salts/chemical admixtures to prevent freezing, and do not place concrete on a frozen base or subgrade.
8. **Protective covering materials:** The specification allows for clear, black, or white polyethylene sheeting and the Engineer may approve other materials with suitable water resistance, strength, and insulating properties.
9. **Responsibility:** The contractor remains responsible for the protection of concrete from freezing damage and must have materials on site before ordering or delivering concrete when cold weather is anticipated. (This responsibility is highlighted in agency guidance and typical cold weather revisions used in construction contracts.)

C. A curing material that has water resistance, strength, and insulation properties will be required.

3.8 CLEANING AND SEALING CONCRETE PAVEMENT JOINTS

A. Conform to the following specification for construction:

- B. The contractor shall immediately before sealing, thoroughly clean the joints of all laitance, curing compound and other foreign material. Accomplish cleaning by sand blasting or high-pressure water blast. Upon completion of cleaning, blow out the joint with compressed air. The joint faces must be surface dry when seal is applied.
- C. The joint will be inspected for proper preparation and will be approved by the engineer before sealing is allowed
- D. The sealing compound shall be heated to the pouring temperature recommended by the manufacturer in an approved kettle or tank, constructed as a double boiler, with the space between the inner and outer shells filled with oil or other satisfactory heat transfer medium. The kettle, if and when, operated on concrete shall be properly insulated against the radiation of heat to the pavement.
- E. The sealing compound shall not be heated above the maximum safe heating temperature. The maximum safe heating temperature shall be determined from tests made on samples from each lot or shipment of the material delivered to the project. When so approved by the engineer, the manufacturer's recommended maximum safe heating temperature may be used in lieu of test determinations where relatively small quantities of sealer are used. Any material heated above the maximum safe heating temperature shall not be used or be discarded.
- F. Pouring of joints shall be made when the sealing material is at the required temperature and, insofar as practicable, the sealing compound shall be maintained at a uniform temperature during pouring operation. Pouring shall not be permitted when the temperature of the sealing compound in the applicator, as it is applied to the joint, is more than 10 degrees F below the recommended pouring temperature. Pouring of the molten sealer in the joint opening shall be done with such equipment that the sealer completely fills the joint opening without overflowing on the adjacent surface and when finished, after shrinkage, the sealer is approximately ¼ inch below the adjoining surfaces. In the event satisfactory sealing of a joint is not accomplished in a single pouring, the sealing compound shall be placed in two pourings. At least one-half of the required amount shall be placed in the first pouring, and the second pouring shall follow the first as soon as practicable after the first pouring has attained maximum shrinkage but not later than one hour after the first pouring.

3.9 BACKFILLING

- A. Conform to KYTC Standard Specifications, sections 603, 703, 211, except as modified herein:
 1. Perform backfilling to protect the concrete no sooner than 72 hours after placement of the concrete.
 2. Backfill the spaces along the sides of the sidewalk with satisfactory soil where the new sidewalk does not abut curb, curb and gutter, pavement, or other structures.
 3. Compact the backfill thoroughly to provide a stable shoulder along the sidewalk.
 4. Backfill must conform to the section shown on the plans (meaning the type, gradation, and compaction requirements in the plans/specifications apply).
 5. Dispose of surplus excavation material properly and restore the work site to a neat and orderly condition once backfill and compaction are complete.

3.10 MEASUREMENT AND PAYMENT

- A. All work and costs of this Section will be considered included in the cost of the Project and included in the TOTAL BASE BID.

END OF SECTION

SECTION 32 12 16

ASPHALT PAVING

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Asphalt materials.
 - 2. Aggregate materials.
 - 3. Aggregate subbase.
 - 4. Controlled Low-Strength Material (CLSM) base course
 - 5. Asphalt paving base course, binder course, and wearing course.

1.2 REFERENCES

- A. "Standard Specifications"
 - 1. All work shall conform to the Kentucky Transportation Cabinet Standard Specifications for Road and Bridge Construction (current edition), including applicable Standard Drawings and Supplemental Specifications.

1.3 SUBMITTALS

- A. Product Data:
 - 1. Submit product information for asphalt and aggregate materials.
 - 2. Submit mix design with laboratory test results supporting design.

1.4 QUALITY ASSURANCE

- A. Mixing Plant: Conform to "Standard Specifications"
- B. Obtain materials from same source throughout.
- C. Perform Work in accordance with "Standard Specifications"

PART 2 PRODUCTS

2.1 ASPHALT PAVING

- A. Asphalt Materials:
 - 1. Asphalt Binder and Surface Courses: "Standard Specifications" Section 403
- B. Aggregate Materials:
 - 1. Coarse Aggregate: "Standard Specification" Section 805.
 - 2. Fine Aggregate: "Standard Specification" Section 804.
- C. Controlled Low-Strength Material
 - 1. Controlled Low Strength Material: "Standard Specification" Section 215 - Flowable Fill

2.2 MIXES

- A. Use dry material to avoid foaming. Mix uniformly.
- B. Asphalt Paving Mixtures: Designed in accordance with "Standard Specifications" Section 403 (including Superpave mix design requirements)

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify gradients and elevations of base.
- B. Verify compacted subbase is dry and ready to support paving and imposed loads.

3.2 INSTALLATION

- A. Subbase
 - 1. Prepare subbase in accordance with "Standard Specifications" Section 302
- B. Controlled Low-Strength Material Base
 - 1. Where shown on the drawings, place Controlled Low-Strength Material base to the depth indicated.
- C. Primer
 - 1. Apply primer in accordance with "Standard Specifications" Section 406
 - 2. Use clean sand to blot excess primer.
- D. Tack Coat
 - 1. Apply tack coat in accordance with "Standard Specifications" Section 406
- E. Asphalt Paving
 - 1. Place in compliance with "Standard Specification" Section 403.

3.3 FIELD QUALITY CONTROL

- A. Take samples and perform tests in accordance with "Standard Specifications"

END OF SECTION

SECTION 32 17 23

PAVEMENT MARKING AND SIGNAGE

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Pavement markings.
 - 2. Remove and reinstall signs.
- B. Related Sections
 - 1. Section 01 33 00 - Submittal Procedures.
 - 2. Section 01 60 00 - Product Requirements.

1.2 REFERENCES

- A. "Standard Specifications"
 - 1. All work shall conform to the Kentucky Transportation Cabinet Standard Specifications for Road and Bridge Construction (current edition), including applicable Standard Drawings and Supplemental Specifications.
 - a. Section 713 - Signing Materials and Installation
 - b. Section 714 - Pavement Markings
 - c. Section 713.03.07 - Removal and Reinstallation of Signs

1.3 SUBMITTALS

- A. Submit in accordance with Section 01 33 00.
- B. Product Date
 - 1. Paint Pavement Marking

1.4 QUALITY ASSURANCE

- A. Perform Work in accordance with "Standard Specifications"

1.5 PAVEMENT MARKINGS

- A. Paint pavement marking shall be in accordance with "Standard Specifications" Section 780.

1.6 REMOVE AND REINSTALL SIGNS

- A. Remove and reinstall signs shall be in accordance with "Standard Specifications" Section 724.

PART 2 EXECUTION

2.1 INSTALLATION

- A. Perform Work in accordance with "Standard Specifications" Section 780 and Section 724.
- B. END OF SECTION