

*Shaping Our Community*



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# **Contract Documents and Specifications**

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**Project Name: Southland Drive Bike Lanes**

**Bid No. 101-2014**

**Prepared by: LFUCG Division of Engineering**

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**CONTRACT DOCUMENTS**  
**SOUTHLAND DRIVE BIKE LANES**

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## ADVERTISEMENT FOR BIDS

### 1. INVITATION

Sealed proposals for the “**Southland Drive Bike Lanes Project**” will be received by the Lexington-Fayette Urban County Government (LFUCG) until 2:00 p.m., local time, **XXXXXXXX XX, 2014**, for furnishing all labor and/or materials and performing all work as set forth by this advertisement, conditions (general and special), specifications, and/or the drawings prepared by and for Lexington-Fayette Urban County Government, Division of Engineering. Immediately following the scheduled closing time for reception of bids, all proposals which have been submitted in accordance with the above will be publicly opened and read aloud.

Except as otherwise indicated on the Plans, and in the Contract Documents and Specifications, all items of Work including materials, construction methods, method of measurement and basis of payment shall comply with the current edition of the *Kentucky Department of Highways (KDOH) Standard Specifications for Road and Bridge Construction, 2012 Edition* and all current revisions.

### 2. DESCRIPTION OF WORK

Consisting of the construction and/or furnishing of various items as listed in the Bid Schedule beginning on page **P-8**, Part III, Form of Proposal, of this document, plus incidentals necessary to complete the work.

The “**Southland Drive Bike Lanes Project**” involves the asphalt overlay of the Southland Drive roadway corridor, construction of approximately 2,615 SY of pavement widening, approximately 29,875 SY of surface asphalt overlay, storm sewer piping and inlets, and pavement striping.

**Bids will only be accepted from plan holders who have purchased plans from Lynn Imaging and are subsequently registered as “official plan holders”. General Contractors shall be prequalified by the Transportation Cabinet in either “Grade and Drain” or “Asphalt Paving”. The General Contractor’s “Certificate of Eligibility” shall be included in bid submittals. All subcontractors (including DBE’s) shall be prequalified by the Transportation Cabinet in their area(s) of work to be performed unless no prequalification category exists.**

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

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

Lexington-Fayette Urban County Government  
Division of Central Purchasing  
200 East Main Street, Third Floor, Room 338  
Lexington, Kentucky 40507  
(859) 258-3320

Builders Exchange of Louisville, Inc.  
2300 Meadow Drive  
Louisville, Kentucky 40218  
(502) 459-9800

LFUCG  
Division of Engineering  
10 East Vine Street, 4<sup>th</sup> Floor  
Lexington, Kentucky 40507  
(859) 258-3410

Reed Construction Data  
30 Technology Parkway South, Suite 100  
Norcross, GA 30092  
(800) 424-3996

AGC/McGraw-Hill Construction  
950 Contract Street, Suite 100  
Lexington, Kentucky 40505  
(859) 425-6630

ISQFT  
4500 Lake Forest Dr., Suite 502  
Cincinnati, OH 45242

Plans, Specifications, and Contract Documents shall be obtained from the official bid document distributor, LYNN IMAGING, 328 Old Vine Street, Lexington, KY 40507, (859) 255-1021 or ([www.lynnimaging.com](http://www.lynnimaging.com)) and click on plan room for a non-refundable price of reproduction for each full set of plans and documents.

#### 4. METHOD OF RECEIVING BIDS

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

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

#### 5. METHOD OF AWARD

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

**6. BID WITHDRAWAL**

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

**7. BID SECURITY**

If the bid is \$50,000 or greater, bid shall be accompanied by a certified 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 to the Lexington-Fayette Urban County Government, Division of Central Purchasing, Third Floor, 200 East Main Street, Lexington, Kentucky 40507. Bids shall be submitted in a sealed envelope not later than 2:00 p.m. local time, **XXXXXXXX XX, 2014**. Sealed proposals shall be clearly marked on the outside of the container as follows: Company Name and Address, Bid Invitation Number **XX-XXXX**, and **"Southland Drive Bike Lanes Project"** to be opened at 2:00 p.m. local time **XXXXXXXX XX, 2014**. Bids are to remain sealed until official Bid closure time. Bids received after the scheduled closing time for receipt of bids will not be considered and will be returned unopened.

**9. RIGHT TO REJECT**

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

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

The successful bidder must submit 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.

All submissions should be directed to:

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

**11. NOTICE CONCERNING DBE GOAL**

Notice of requirement for Affirmative Action to ensure Equal Employment Opportunities and Disadvantaged Business Enterprises (DBE) contract participation.

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

For assistance in locating Disadvantaged Business Enterprises Subcontractors contact:

Marilyn Clark, Division of Central Purchasing  
Lexington-Fayette Urban County Government  
200 East Main Street, 3<sup>rd</sup> Floor, Room 338  
Lexington, Kentucky 40507  
(859) 258-3323

**12. PRE-BID MEETING**

There is a pre-bid meeting scheduled for this project for **XX:XX a.m.** on **XXXXXXXX XX 2014** in the Central Purchasing conference room on the 3<sup>rd</sup> Floor of 200 East Main Street, Lexington, KY.

**13. EXCLUDED PARTIES LIST SYSTEM (EPLS/SAM)**

Prior to project being awarded, LFUCG will verify that the contractor is not listed on an "Excluded Parties List System" (suspended or debarred), as identified within the "SAM" site at <http://www.sam.gov>.

The EPLS is an electronic, web-based system that identifies those parties excluded from receiving Federal contracts, certain subcontracts and certain types of Federal financial and non-financial assistance and benefits. The EPLS keeps its user community aware of administrative and statutory exclusions across the entire government, and individual barred firm entering the United States. The user is able to search, view, and download both current and archived exclusions.

EPLS access is available from any personal computer with Internet connectivity and a minimum web browser of Netscape 4.04 Internet Explorer 4.04 or Internet Explorer 4.0 at <http://www.sam.gov>.

END OF SECTION



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**INFORMATION FOR BIDDERS**

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## **PART II**

### **INFORMATION FOR BIDDERS**

#### **1. RECEIPT AND OPENING OF BIDS**

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

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

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

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

#### **3. SUBCONTRACTS**

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

#### 4. QUALIFICATION OF BIDDER

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

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

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

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

the DBE employment levels on each project of the Bidder's current work force, and DBE participation levels for Subcontractors.

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

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

- F. **Bids will only be accepted from plan holders who have purchased plans from Lynn Imaging and are subsequently registered as "official plan holders." General Contractors shall be prequalified by the Transportation Cabinet in either "Grade and Drain" or "Asphalt Paving". The General Contractor's "Certificate of Eligibility" shall be included in bid submittals. All subcontractors (including DBE's) shall be prequalified by the Transportation Cabinet in their area(s) of work to be performed unless no prequalification category exists.**

## 5. BID SECURITY

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

## 6. LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO CONTRACT

The successful bidder, upon his failure or refusal to execute and deliver the Contract and bonds required within ten (10) days after he has received notice of the acceptance of his bid,

shall forfeit to the OWNER, as liquidated damages for such failure or refusal, the security deposited with his bid.

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

It is mutually agreed by and between the parties hereto that time is of the essence of this Contract, and that there will be sustained by the OWNER damages, monetary and otherwise, in the event of delay in the completion of the Work hereby contracted. The CONTRACTOR will be held responsible to the OWNER for delays in completion of the Work herein contracted beyond the date set for completion. Completion is defined in Section 108.09 of the Kentucky Department of Highways (KDOH) Standard Specification for Road and Bridge Construction, current edition. Such monetary damage shall be deducted from the Contract sum in the amount of TWENTY-FOUR HUNDRED DOLLARS (\$2,400.00) per calendar day of such delay. If the Work contracted to be done shall not, in good faith, be commenced at the time specified, then the CONTRACTOR together with the Surety or Sureties upon the bond herein provided for, shall be liable for and shall pay to the OWNER all damages sustained by reason of such failure for breach of Contract, and the OWNER may immediately relet the Work involved.

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 liquidated damages, or the sum as specified in the Contract for each consecutive calendar day thereafter as hereinafter provided in the General Conditions.

**8. EXAMINATION OF CONTRACT DOCUMENTS AND SITE**

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

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

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

**9. ADDENDA AND INTERPRETATIONS**

No interpretation of the meaning of the Contract Documents will be made to any bidder orally. Every request for such interpretation should be in writing addressed to the Director of Central Purchasing, who in turn will have an addendum issued under signature of the Engineer for the Lexington-Fayette Urban County Government, and to be given consideration must be received 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. Each bond, performance and payment, shall be for the full amount of the contract price. 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 or state wage rates and regulations, if required for this Project, will be as described in the Special Conditions.

**16. AFFIRMATIVE ACTION PLAN**

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

1. Current Work Force Analysis Form – see Part III
2. KYTC DBE Provisions – see Part III
3. DBE Subcontractor Bidders List – see Part III

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

All submissions should be directed to:

Director, Division of Central Purchasing  
Lexington-Fayette Urban County Government  
200 East Main Street, Third Floor  
Lexington, KY 40507

**17. CONTRACT TIME**

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

**18. SUBSTITUTE OR "OR-EQUAL" ITEMS**

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

**19. ALTERNATE BIDS**

**Bidders shall submit alternate bids/proposals only if and when such alternate bids/proposals have been specifically requested in an Invitation for Bids. If alternate**



bids/proposals are requested in an Invitation for Bids, the form of submission of such alternate bid and the conditions under which such alternate bids will be considered for award of a contract will be established in the Invitation.

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

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

**20. SIGNING OF AGREEMENT**

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

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

**I. Outreach**

The Lexington-Fayette Urban County Government (LFUCG) maintains a data base of DBE, MBE and WBE companies. When a LFUCG construction project is advertised for bidding, notices are sent to the appropriate commodity code via email through the LFUCG Economic Engine Marketplace. The bid notices describe the project, indicate the deadline for submitting bids, and review the bonding assistance which is available.

If you wish to be added to the LFUCG Economic Engine database please register your company at <https://lfucg.economicengine.com>. If you wish to be added to the LFUCG DBE contractor mailing list, please contact:

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

**II. Eligibility for Bid Bond Assistance**

In order to be eligible for any bid bonding assistance, a DBE 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 and submitted to:

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

### **III. Subcontractors**

The LFUCG will, upon request, assist prime contractors in the procurement of eligible DBE subcontractors in an effort to achieve the 5% minimum DBE goal.

For a list of eligible DBE subcontractors please contact:

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

### **IV. Questions**

If you have questions or wish to have additional information, please contact:

Buyer for Project  
Division of Central Purchasing  
Lexington-Fayette Urban County Government  
200 East Main Street, 3<sup>rd</sup> Floor  
Lexington, Kentucky 40507  
(859) 258-3320

**22. REQUIRED SUBMITTALS**

**BID SUBMITTAL DOCUMENT CHECKLIST**

The following documents are required to be completed and included in bid submittal package. This checklist shall be included with bid submittal. Failure to properly provide all required information may result in bid being deemed as non-responsive.

**INCLUDED IN PART III:**

- BID SUBMITTAL DOCUMENT CHECKLIST
- FORM OF PROPOSAL
- LEGAL STATUS OF BIDDER
- NON-COLLUSION CERTIFICATION
- CERTIFICATION OF ORGANIZATION(S)
- CERTIFICATION OF PERFORMANCE
- CERTIFICATION FOR FEDERAL-AID CONTRACT
- KY TRANSPORTATION CABINET – DISADVANTAGED BUSINESS PROVISIONS
- CERTIFICATION OF BID PROPOSAL /DBE (DBE percentage required on this form)
- DBE SUB-CONTRACTOR BIDDERS LIST
- REQUIRED AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS
- BID SCHEDULE
- STATEMENT OF BIDDER'S QUALIFICATIONS
- STATEMENT OF EXPERIENCE
- LIST OF PROPOSED CONTRACTORS
- LIST OF MATERIALS/EQUIPMENT/SUPPLIERS
- LFUCG-DBE PARTICIPATION FORM
- LFUCG DBE BID QUOTE SUMMARY FORM
- AUTHENTICATION OF BID AND STATEMENT OF NON-COLLUSION AND NON-CONFLICT OF INTEREST
- EQUAL OPPORTUNITY AGREEMENT
- EVIDENCE OF INSURABILITY
- DEBARMENT CERTIFICATE

**PROVIDED BY BIDDER:**

- BID BOND
- PROOF OF INSURANCE
- GENERAL CONTRACTOR KYTC PREQUALIFICATION DOCUMENTS
- ALL SUBCONTRACTOR KYTC PREQUALIFICATION DOCUMENTS
- DBE SUBCONTRACTOR KYTC DBE CERTIFICATE
- DBE SUBCONTRACTOR KYTC PREQUALIFICATION CERTIFICATE

**PART III**

**FORM OF PROPOSAL**

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PART III

Invitation to Bid No. 101-2014

"Southland Drive Bike Lanes Project"

1. FORM OF PROPOSAL

Place: Lexington, Kentucky

Date: June 12<sup>th</sup>, 2014

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

This Proposal Submitted by LEXINGTON QUARRY COMPANY

3009 ATKINSON AVE, STE. 300, LEXINGTON, KY 40509

(Name and Address of Bidding Contractor)

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

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

Gentlemen:

The Bidder, in compliance with your Invitation for Bids for the "Southland Drive Bike Lanes 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 OWNER will issue work orders for work to be performed under this Contract.

BIDDER hereby agrees to commence work under this contract on or before a date to be specified in the Notice to Proceed and to fully complete the project within **ninety (90) consecutive calendar days** thereafter Orders issued by the OWNER. BIDDER further agrees to pay liquidated damages, the sum of \$2,400.00 for each consecutive calendar day thereafter.

The Bidder hereby acknowledges receipt of the following addenda:

Addendum No. 1 Date May 28, 2014  
Addendum No. 2 Date June 3, 2014  
Addendum No. 3 Date June 3, 2014  
Addendum No. 4 Date June 4, 2014  
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 LEXINGTON QUARRY COMPANY

Date \_\_\_\_\_

\* 1. A corporation duly organized and doing business under the laws of the State of Kentucky, for whom Jason B. Gabbard, bearing the official title of Partner Representative, 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)

Hugh B. Gabbard - President, The Allen Company, Inc. Partner Rep.

Jason B. Gabbard - Vice President, The Allen Company, Inc. Partner Rep.

Jeff T. Monohan - Executive Vice President, The Allen Company, Inc., Partner Rep.

Grant Gabbard - Vice President, The Allen Company, Inc., Partner Rep.

W. R. Beam Jr. - Secretary Treasurer, The Allen Company, Inc., Partner Rep.

Sterling A. Boone - President, Sterling Enterprises, Partner

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

JASON B. GABBARD, PARTNER REPRESENTATIVE

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

3. **BIDDERS AFFIDAVIT**

**REQUIRED AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS  
FOR BIDS AND CONTRACTS IN GENERAL:**

I. Each bidder or offeror swears and affirms under penalty of perjury, that:

a. In accordance with KRS 45A.110 and KRS 45A.115, neither the bidder or offeror as defined in KRS 45A.070(6), nor the entity which he/she represents, has knowingly violated any provisions of the campaign finance laws of the Commonwealth of Kentucky; and the award of a contract to the bidder or offeror or the entity which he/she represents will not violate any provisions of the campaign finance laws of the Commonwealth.

b. The bidder or offeror swears and affirms under penalty of perjury that, to the extent required by Kentucky law, the entity bidding, and all subcontractors therein, are aware of the requirements and penalties outlined in KRS 45A.485; have properly disclosed all information required by this statute; and will continue to comply with such requirements for the duration of any contract awarded.

c. The bidder or offeror swears and affirms under penalty of perjury that, to the extent required by Kentucky law, the entity bidding, and its affiliates, are duly registered with the Kentucky Department of Revenue to collect and remit the sales and use tax imposed by KRS Chapter 139, and will remain registered for the duration of any contract awarded.

d. The bidder or offeror swears and affirms under penalty of perjury that the entity bidding is not delinquent on any state taxes or fees owed to the Commonwealth of Kentucky and will remain in good standing for the duration of any contract awarded.

**FOR "NON-BID" CONTRACTS (I.E. SOLE-SOURCE; NOT-PRACTICAL OR  
FEASIBLE TO BID; OR EMERGENCY CONTRACTS, ETC):**

II. Each contractor further swears and affirms under penalty of perjury, that:

a. In accordance with KRS 121.056, and if this is a non-bid contract, neither the contractor, nor any member of his/her immediate family having an interest of 10% or more in any business entity involved in the performance of any contract awarded, have contributed more than the amount specified in KRS 121.150 to the campaign of the gubernatorial slate elected in the election last preceding the date of contract award.

b. In accordance with KRS 121.330(1) and (2), and if this is a non-bid contract, neither the contractor, nor officers or employees of the contractor or any entity affiliated with the contractor, nor the spouses of officers or employees of the contractor or any entity affiliated with the contractor, have knowingly contributed more than \$5,000 in aggregate to the campaign of a candidate elected in the election last preceding the date of contract award that has jurisdiction over this contract award.

c. In accordance with KRS 121.330(3) and (4), and if this is a non-bid contract, to the best of his/her knowledge, neither the contractor, nor any member of his/her immediate family, his/her employer, or his/her employees, or any entity affiliated with any of these



entities or individuals, have directly solicited contributions in excess of \$30,000 in the aggregate for the campaign of a candidate elected in the election last preceding the date of contract award that has jurisdiction over this contract.

As a duly authorized representative for the bidder, offeror, or contractor, I have fully informed myself regarding the accuracy of all statements made in this affidavit, and acknowledge that the Commonwealth is reasonably relying upon these statements, in making a decision for contract award and any failure to accurately disclose such information may result in contract termination, repayment of funds and other available remedies under law.

**BIDDERS AFFIDAVIT (LFUCG)**

Comes the Affiant, JASON B. GABARD, and after being first duly sworn, states under penalty of perjury as follows:

1. His/h~~er~~ name is JASON B. GABARD and he/she is the individual submitting the bid or is the authorized representative of Lexington Quarry Company the entity submitting the bid (hereinafter referred to as "Bidder").
2. Bidder will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the bid is submitted, prior to award of the contract and will maintain a "current" status in regard to those taxes and fees during the life of the contract.
3. Bidder will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.
4. Bidder has authorized the Division of Central Purchasing to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.
5. Bidder has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of a contract to the Bidder will not violate any provision of the campaign finance laws of the Commonwealth.
6. Bidder has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as the "Ethics Act."
7. Bidder acknowledges that "knowingly" for purposes of this Affidavit means, with respect to conduct or to circumstances described by a statute or ordinance defining an offense, that a person is aware or should have been aware that his conduct is of that nature or that the circumstance exists.  
Further, Affiant sayeth naught.

JB  
(Affiant) Partner  
Rep

STATE OF Kentucky

COUNTY OF Fayette

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

Jason B. Gabbard on this the 10 day of June  
2014

My Commission expires: 12-21-2016

Amanda VanWarmer ID: 480390  
NOTARY PUBLIC, STATE AT LARGE

Bid Schedule					
County: Fayette					
Project No.					
Road Name Southland Drive Bike Lane Project					
From Rosemont Gardens to Nicholasville Road					
Net Length					
Item No.	Item	Quantity	Unit	Unit Price	Amount
1	Mobilization	1	LS	\$18,350.00	\$18,350.00
2	Construction Staking	1	LS	\$5,250.00	\$5,250.00
3	Maintain and Control Traffic	1	LS	\$18,920.00	\$18,920.00
4	Clearing and Grubbing	1	LS	\$2,950.00	\$2,950.00
5	Excavation	623	CY	\$43.50	\$27,100.50
6	Pavement Removal	427	SY	\$8.00	\$3,416.00
7	Class 2 Asphalt Surface	2,711	TN	\$69.25	\$187,736.75
8	Class 2 Asphalt Base	906	TN	\$69.20	\$62,695.20
9	Dense Graded Aggregate	1,420	TN	\$23.00	\$32,660.00
10	Bit Pavement Milling	110	TN	\$61.00	\$6,710.00
11	12" Storm Pipe	100	LF	\$61.20	\$6,120.00
12	15" Storm Pipe	12	LF	\$145.00	\$1,740.00
13	18" Storm Pipe	270	LF	\$57.25	\$15,457.50
14	KYTC Curb Box Inlet Type A	1	EA	\$4,000.00	\$4,000.00
15	LFUCG Curb Box Inlet Type D	1	EA	\$2,245.00	\$2,245.00
16	KYTC Drop Box Inlet Type 15	1	EA	\$2,610.00	\$2,610.00
17	KYTC Junction Box	2	EA	\$1,902.00	\$3,804.00
18	KYTC Junction Box Type B	1	EA	\$2,500.00	\$2,500.00
19	Pavement Striping Permanent Paint 4"	32,398	LF	\$0.19	\$6,155.62
20	Pavement Marking - Thermo Curve Arrow	54	EA	\$131.25	\$7,087.50
21	Pavement Marking - Thermo Combo Arrow	2	EA	\$173.25	\$346.50
22	Pavement Marking - Thermo Bike Symbol	23	EA	\$262.50	\$6,037.50
23	Pavement Marking - Thermo Cross Walk 12"	510	EA	\$6.04	\$3,080.40
24	Pavement Marking - 12" Yellow Paint	52	LF	\$6.04	\$314.08
25	Pavement Marking - Thermo Stop Bar 24"	254	LF	\$13.13	\$3,335.02
26	Pavement Marking - Bike Lane Surface	7,245	SF	\$1.84	\$13,330.80
27	PVC Pipe 10"	12	LF	\$55.00	\$660.00
28	Sidewalk	423	SY	\$73.00	\$30,879.00
29	Standard Header Curb	387	LF	\$28.15	\$10,894.05
30	Barrier Header Curb	243	LF	\$38.50	\$9,355.50
31	Standard Curb and Gutter	36	LF	\$48.00	\$1,728.00
32	French Drain	230	LF	\$16.10	\$3,703.00
33	Seeding and Protection	2,833	SY	\$0.99	\$2,804.67
34	Sodding	818	SY	\$7.72	\$6,314.96
35	Sawcut Existing Pavement	3,310	LF	\$1.63	\$5,395.30
36	Chain Link Fence	18	LF	\$48.83	\$878.94
37	Erosion and Sediment Control	1	LS	\$6,530.00	\$6,530.00
38	Project Sign and Supports	1	LS	\$928.00	\$928.00
39	No. 2 Stone	200	TN	\$33.00	\$6,600.00
40	Demobilization	1	LS	\$7,800.00	\$7,800.00
41	Payment and Performance Bond	1	LS	\$0.01	\$0.01
42	LFUCG Ell Headwall	1	EA	\$2,720.00	\$2,720.00
43	24" Storm Pipe	7	LF	\$165.00	\$1,155.00
<b>Total</b>					<b>\$542,298.80</b>

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

**Base Bid**

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.

The contract, if awarded, will be on the basis of materials and equipment specified in the specifications without consideration of possible substitute or "or equal" items.

The estimated quantities of items of unit price work are not guaranteed and are solely for the purpose of comparison of bids and determining an initial Contract price. Determination of the actual quantities and classification of unit price work performed by the Contractor will be made by the Engineer in accordance with the General Conditions.

**"Southland Drive Bike Lanes Project" – Base Bid**

Item No.	Quantity	Unit To Bid On	Description w/Unit Bid Price Written in words	Unit Price	Total Amount Bid
1.	1	LS	Mobilization (3%) Per Lump Sum	\$	\$
2.	1	LS	Construction Staking Per Lump Sum	\$	\$
3.	1	LS	Maintain & Control Traffic Per Lump Sum	\$	\$
4.	1	LS	Clearing & Grubbing Per Lump Sum	\$	\$
5.	623	CY	Excavation Per Cubic Yard	\$	\$
6.	427	SY	Pavement Removal Per Square Yard	\$	\$
7.	2711	TN	Class 2 Asphalt Surface 0.38D PG64-22 Per Ton	\$	\$
8.	906	TN	Class 2 Asphalt Base 0.75D PG64-22 Per Ton	\$	\$

Item No.	Quantity	Unit To Bid On	Description w/Unit Bid Price Written in words	Unit Price	Total Amount Bid
9.	1420	TN	Dense Graded Aggregate Per Ton	\$	\$
10.	110	TN	Bit. Pavement Milling Per Ton	\$	\$
11.	100	LF	12" Storm Pipe Per Linear Foot	\$	\$
12.	12	LF	15" Storm Pipe Per Linear Foot	\$	\$
13.	270	LF	18" Storm Pipe Per Linear Foot	\$	\$
14.	1	EA	KYTC Curb Box Inlet Type A – Modified (10') Per Each	\$	\$
15.	1	EA	LFUCG Curb Box Inlet Type D Per Each	\$	\$
16.	1	EA	KYTC Drop Box Inlet Type 15 Per Each	\$	\$
17.	2	EA	KYTC Junction Box Per Each	\$	\$
18.	1	EA	KYTC Junction Box Type B Per Each	\$	\$
19.	32,398	LF	Pavement Striping – Permanent Paint – 4" Per Linear Foot	\$	\$
20.	54	EA	Pavement Marking – Pre Thermo Curve Arrow Per Each	\$	\$
21.	2	EA	Pavement Marking Pre Thermo Combo Arrow Per Each	\$	\$
22.	23	EA	Pavement Marking Thermo Bike Symbol Per Each	\$	\$
23.	510	LF	Pavement Marking – Thermo Cross Walk – 12" Per Linear Foot	\$	\$

Item No.	Quantity	Unit To Bid On	Description w/Unit Bid Price Written in words	Unit Price	Total Amount Bid
24.	52	LF	Pavement Marking - 12" Yellow Cont. Line Per Linear Foot	\$	\$
25.	254	LF	Pavement Marking - Thermo Stop Bar - 24" Per Linear Foot	\$	\$
26.	7245	SF	Pavement Marking - Bike Lane Surface Per Square Foot	\$	\$
27.	12	LF	PVC Pipe 10" Per Linear Foot	\$	\$
28.	423	SY	Sidewalk Per Square Yard	\$	\$
29.	387	LF	Standard Header Curb Per Linear Foot	\$	\$
30.	243	LF	Barrier Curb & Gutter Per Linear Foot	\$	\$
31.	36	LF	Standard Curb & Gutter Per Linear Foot	\$	\$
32.	230	LF	French Drain Per Linear Foot	\$	\$
33.	2833	SY	Seeding & Protection Per Square Yard	\$	\$
34.	818	SY	Sodding Per Square Yard	\$	\$
35.	3310	LF	Sawcut Existing Pavement Per Linear Foot	\$	\$
36.	18	LF	Chain Link Fence Per Linear Foot	\$	\$
37.	1	LS	Erosion Control Per Lump Sum	\$	\$
38.	1	LS	Project Sign and Supports Per Lump Sum	\$	\$
39.	200	TN	#2 Stone Per Ton	\$	\$

Item No.	Quantity	Unit To Bid On	Description w/Unit Bid Price Written in words	Unit Price	Total Amount Bid
40.	1	LS	Demobilization (1.5%) Per Lump Sum	\$	\$
41.	1	LS	Performance & Payment Bonds Per Lump Sum	\$	\$
42.	1	EA	LFUCG Ell Headwall Per Each	\$	\$
43.	7	LF	24" Storm Pipe Per Linear Foot	\$	\$

TOTAL OF ALL BID PRICES FOR "Southland Drive Bike Lanes Project" – Base Bid (Items 1 through 43) in words and figures. In case of discrepancy, the amount shown in words will govern.

Five Hundred forty two thousand two Hundred ninety Eight  
dollars & Eighty Cents (\$ 542,298<sup>80</sup> )

Submitted by:

Lexington Quarry Company  
Firm

3009 Atkinson Ave., Ste. 300  
Address

Lexington, KY 40509  
City, State & Zip

Bid must be signed:  
(original signature)

 Partner Rep  
Signature of Authorized Company Representative – Title

Jason B. Gabbard, Partner Representative  
Representative/s Name (Typed or Printed)

(859) 543-3361  
Area Code – Phone – Extension

(859) 543-3362  
Fax #

mandie\_vanwormer@theallen.com  
E-Mail Address

OFFICIAL ADDRESS:

Lexington Quarry Company

3009 Atkinson Ave., Ste. 300

Lexington, Ky 40509

\_\_\_\_\_ (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: Lexington Quarry Company
2. Permanent Place of Business: 3009 Atkinson Ave, Ste. 300, Lexington, KY 40509
3. When Organized: 1990
4. Where Incorporated: Kentucky
5. Construction Plant and Equipment Available for this Project:

Please see attached.

Please be advised that The Allen Company, Inc. is a partner/  
owner to Lexington Quarry Company. As result, Lexington Quarry  
Company is able to use The Allen Company, Inc.'s equipment.  
Additional equipment for The Allen Company, Inc. is attached.

(Attach Separate Sheet If Necessary)

6. Financial Condition:

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

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

Hartford Insurance (Surety)

Signed: John W. Haupt (Representative of Surety)

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

<u>NAME</u>	<u>LOCATION</u>	<u>CONTRACT SUM</u>
<u>Please see attached.</u>		

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

<u>NAME</u>	<u>LOCATION</u>	<u>CONTRACT SUM</u>
<u>Please see attached.</u>		

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

<u>NAME</u>	<u>POSITION DESCRIPTION</u>	<u>NO. OF YEARS WITH BIDDER</u>
<u>Please see attached.</u>		
<u>Please be advised that The Allen Company, Inc. is a partner/owner</u>		
<u>of Lexington Quarry Company. As result, The Allen Company, Inc.'s</u>		
<u>personnel can be utilized for Lexington Quarry Company contracts.</u>		

11. DBE Participation on current bonded projects under contract:

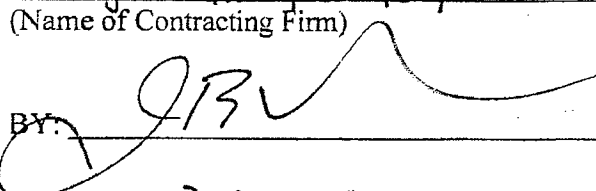
<u>SUBCONTRACTORS</u> <u>(LIST)</u>	<u>PROJECT</u> <u>(SPECIFIC TYPE)</u>	<u>DBE</u>	<u>% of WORK</u>
<u>Allen Engineering</u>	Madison County <u>US 25 Reconstruction</u>	<u>Yes</u>	<u>0.31%</u>
<u>N.H. Stone</u>	" "	<u>Yes</u>	<u>1.47%</u>
<u>Spartan Construction</u>	" "	<u>Yes</u>	<u>0.27%</u>
<u>N.H. Stone</u>	Clark County <u>MTW Parkway Interchange</u>	<u>Yes</u>	<u>3.56%</u>
<u>Allen Engineering</u>	" " "	<u>Yes</u>	<u>0.35%</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:

Lexington Quarry Company  
(Name of Contracting Firm)

BY: 

TITLE: Partner Rep

DATE 6.10 2014  
2013

6. LIST OF PROPOSED SUBCONTRACTORS

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

<u>BRANCH OF WORK - LIST EACH MAJOR ITEM</u> Such as: Grading, bituminous paving, concrete, seeding and protection, construction staking, etc.	<u>SUBCONTRACTOR</u>	<u>DBE</u> <u>Yes/No</u>	<u>% of</u> <u>work</u>
1. <u>Seeding &amp; Sod</u>	Name: <u>Bourne-Clark Const, LLC</u> 2070 W. Newmarket Road Address: <u>MT. Sterling, KY 40357</u>	<u>No</u>	<u>1.59%</u>
2. <u>Striping</u>	Name: <u>Pro-Mark, Inc.</u> P.O. Box 1421 Address: <u>MT. Sterling, KY 40357</u>	<u>Yes</u>	<u>6.96%</u>
3. <u>Chain Link Fence</u>	Name: <u>Bourne-Clark Const, LLC</u> Address: <u>MT. Sterling, KY</u>	<u>NO</u>	<u>0.15%</u>
4. _____	Name: _____ Address: _____	_____	_____
5. _____	Name: _____ Address: _____	_____	_____
6. _____	Name: _____ Address: _____	_____	_____
7. _____	Name: _____ Address: _____	_____	_____

(Attach additional sheet(s) if necessary.)

7. 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
1. Concrete Supplier	<u>Irvin, Materials, Inc.</u>
2. Asphalt Supplier	<u>Lexington Quarry Company</u>
3. Storm Sewers Manufacturer	<u>Oldcastle precast</u>

END LIST OF MATERIALS AND EQUIPMENT

8. DBE SUB-CONTRACTOR BIDDERS LIST

The Department of Transportation Federal Regulations requires that the Kentucky Transportation Cabinet provide a bidders list to be maintained in the Office of Personnel Management, Small Business Development Branch (49CFR 26:11) for each federally funded project awarded.

Project No. 101-2017

List all quotes/bids received on this project.

DBE (Disadvantaged Business Enterprise) Contractors, Consultants, and Suppliers submitting quotes/bids for this project:

1. Pro-MARK, Inc.
2. N.W. Stone, Inc.
3. B. Meadows, Inc.
- 4.
- 5.
- 6.
- 7.
- 8.

DBE (Disadvantaged Business Enterprise) Contractors, Consultants, and Suppliers contacted who did NOT submit quotes/bids for this project.

1. None
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.
- 8.

Non-DBE (Disadvantaged Business Enterprise) Contractors, Consultants, and Suppliers submitting quotes/bids for this project:

1. Central Seal Company
2. Borne-Clark Construction, LLC
- 3.
- 4.
- 5.
- 6.
- 7.
- 8.

If you need additional space, please attach a separate page. If you need assistance regarding this form, please contact Melvin Bynes or Anita Hall at (502)564-3601.

9. CERTIFICATION FOR FEDERAL-AID CONTRACT

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the Improvements Project, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agent.
2. If any funds other than the Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participation also agrees by submitting his or her bid proposal that he or she shall require the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

Lexington Quarry Company

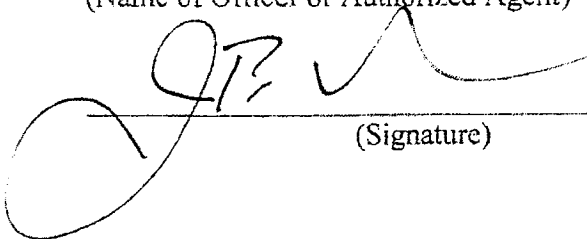
(Name of Individual, Co-Partnership, or Corporation submitting bid)

Jason B. Gabbard

(Name of Officer or Authorized Agent)

Partner Representative

(Title)



(Signature)

6.10.2014

(Date)

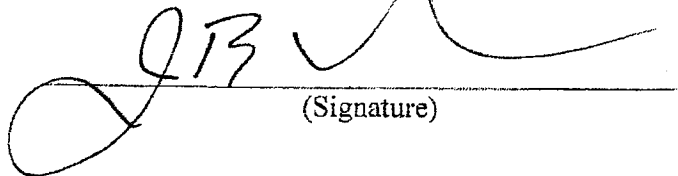
10. CERTIFICATION OF PERFORMANCE

Certification with regard to the Performance of Previous Contracts or Subcontracts subject to the Equal Opportunity Clause and the filing of Required Reports.

The BIDDER, hereby certifies that he has, participated in previous contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 10925, 11114, or 11246, and that he, filed with the Joint Reporting committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the Former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Lexington Quarry Company  
(Name of Individual, Co-Partnership, or Corporation submitting bid)

Jason B. Gabbard Partner Representative  
(Name of Officer or Authorized Agent) (Title)

  
(Signature)

6.10.2014  
(Date)

NOTE: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7 (b) (1) ), and must be submitted by bidders and proposed subcontractors only in connection with the contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EE0-1) is the only report required by the Executive Orders of their implementing regulation.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed reports should note that 41 CFR 60-1.7 (b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.



11. CERTIFICATION OF ORGANIZATION(S)

COMMONWEALTH OF KENTUCKY

COUNTY: FAYETTE

FED PROJECT NO:

I. JASON B. GABBARD . PARTNER REPRESENTATIVE  
(Name of officer or Authorized Agent) (Title)

under penalty of perjury under the laws of the United States, do hereby certify that, except as noted below,

LEXINGTON QUARRY COMPANY  
(Name of Individual, Co-Partnership, or Corporation submitting bid)

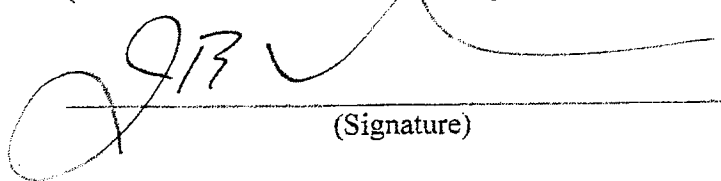
any person associated therewith in the capacity of (owner, partner, director, officer, principal investigator, project director, manager, auditor, or any position involving the Administration of Federal Funds): is not currently under suspension, debarment, voluntarily exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past 3 years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against (it) by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

Please list below any exceptions to the foregoing, to whom it applies, initiating agency and dates of action.

Exceptions: N/A

LEXINGTON QUARRY COMPANY  
(Name of Individual, Co-Partnership, or Corporation submitting bid)

JASON B. GABBARD PARTNER REPRESENTATIVE  
(Name of Officer or Authorized Agent) (Title)

  
(Signature)

6.10.2014  
(Date)

**12. CERTIFICATION OF BID PROPOSAL/DBE**

We (I) proposed to furnish all labor, equipment and material necessary to construct and/or improve the subject project in accordance with the plans, the Transportation Cabinet's Standard Specifications for Road and Bridge Construction, current edition, special provisions, notes applicable to the project as indicated herein and all addenda issued on this project subsequent to purchase of proposal.

We (I) attach a bid guaranty as provided in the special provisions in an amount not less than 5% of the total bid. We agree to execute a contract in accordance with this proposal within 15 calendar days after the receipt of the notice of award for the project.

We (I) have examined the site of proposed work, project plans, specifications, special provisions, and notes applicable to the project referred to herein. We understand that the quantities shown herein are estimated quantities subject increase or decrease as provided in the specifications.

We (I) acknowledge receipt of all addendum(s) (if applicable) and have made necessary revisions to the bid proposal. We have considered all addendum(s) in calculation of the submitted bid and applied the updated bid items, which are included.

"The bidder certifies that it has secured participation by Disadvantaged Business Enterprises (DBE) in amount of 10 percent of the total value of this contract and that the DBE participation is in compliance with the requirements of 49 CFR 26 and the policies of the Kentucky Transportation Cabinet pertaining to the DBE Program."

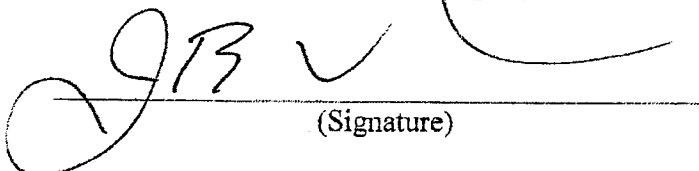
LEXINGTON QUARRY COMPANY

(Name of Individual, Co-Partnership, or Corporation submitting bid)

JASON B. GABBARD, PARTNER REPRESENTATIVE

(Name of Officer or Authorized Agent)

(Title)

  
(Signature)

6.10.2014

(Date)

When two or more organizations bid as a joint venture, enter names of each organization and an authorized agent for each organization must sign above.

### 13. KENTUCKY TRANSPORTATION CABINET – DBE PROVISIONS

#### KENTUCKY TRANSPORTATION CABINET – DISADVANTAGED BUSINESS ENTERPRISE PROVISIONS

##### SECOND TIER SUBCONTRACTS

Second Tier subcontracts on federally assisted projects shall be permitted. However, in the case of DBE's, second tier subcontracts will only be permitted where the other subcontractor is also a DBE. All second tier subcontracts shall have the consent of both the Contractor and the Engineer.

##### DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

It is the policy of the Lexington-Fayette Urban County Government ("LFUCG") that Disadvantaged Business Enterprises ("DBE") shall have the opportunity to participate in the performance of highway construction projects financed in whole or in part by Federal Funds in order to create a level playing field for all businesses who wish to contract with the LFUCG. To that end, the LFUCG will comply with the regulations found in 49 CFR Part 26, and the definitions and requirements contained therein shall be adopted as if set out verbatim herein.

The LFUCG, contractors, subcontractors, and sub-recipients shall not discriminate on the basis of race, color, national origin, or sex in the performance of work performed pursuant to LFUCG contracts. The contractor shall carry out applicable requirements of 49 CFR 26 in the award and administration of federally assisted highway construction projects. The contractor will include this provision in all its subcontracts and supply agreements pertaining to contracts with the LFUCG.

Failure by the contractor to carry out these requirements is a material breach of its contract with the LFUCG, which may result in the termination of the contract or such other remedy as the LFUCG deems necessary.

##### DBE GOAL

The Disadvantaged Business Enterprise (DBE) goal established for this contract, as listed on the front page of the proposal, is the percentage of the total value of the contract.

The contractor shall exercise all necessary and reasonable steps to ensure that Disadvantaged Business Enterprises participate in a least the percent of the contract as set forth above as goals for this contract.

##### OBLIGATION OF CONTRACTORS

If a formal goal has not been designated for the contract, all contractors are expected to meet LFUCG 10% MWDBE goal, unless otherwise stated. Contractor shall also consider DBEs for subcontract work as well as for the supply of material and services needed to perform this work.

Contractors are encouraged to use the services of banks owned and controlled by minorities and women.

##### CERTIFICATION OF CONTRACT GOAL

Contractors shall include the following certification in bids for projects for which a DBE goal has been established. BIDS SUBMITTED WHICH DO NOT INCLUDE CERTIFICATION OF DBE PARTICIPATION WILL NOT BE ACCEPTED. These bids will not be considered for award by the LFUCG and they will be returned to the bidder.

"The bidder certifies that it has secured participation by Disadvantaged Business Enterprises ("DBE") in the amount of KYTC 10.0 percent of the total value of this contract and that the DBE participation is in compliance with the requirements of 49 CFR 26 and the policies of the Lexington-Fayette Urban County Government related to participation and Kentucky Transportation Cabinet pertaining to the DBE Program."

DBEs utilized in achieving the DBE goal must be certified and pre-qualified for the work items at the time the bid is submitted.

##### DBE PARTICIPATION PLAN

Lowest responsive bidders must submit the *DBE Plan/ Subcontractor Request*, form TC 63-35 DBE, within 10 days of the letting. This is necessary before the LFUCG Division of Central Purchasing will review and make a recommendation. The project will not be considered for award prior to submission and approval of the apparent low bidder's DBE Plan/Subcontractor Request.

The DBE Participation Plan shall include the following:

- 1 Name and address of DBE Subcontractor(s) and/or supplier(s) intended to be used in the proposed project;
- 2 Description of the work each is to perform including the work item, unit, quantity, unit price and total amount of the work to be performed by the individual DBE and the project bid number.
- 3 The dollar value of each proposed DBE subcontract and the percentage of total project contract value this represents. DBE participation may be counted as follows; a) If DBE suppliers and manufactures assume actual and contractual responsibility, the dollar value of materials to be furnished will be counted toward the goal as follows:
  - The entire expenditure paid to a DBE manufacturer;
  - 60 percent of expenditures to DBE suppliers that are not manufacturers provided the supplier is a regular dealer in the product involved. A regular dealer must be engaged in, as its principal business and in its own name, the sale of products to the public, maintain an inventory and own and operate distribution equipment; and
  - The amount of fees or commissions charged by the DBE firms for a bona fide service, such as professional, technical, consultant, or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials, supplies, delivery of materials and supplies or for furnishing bonds, or insurance, providing such fees or commissions are determined to be reasonable and customary.
- b) The dollar value of services provided by DBEs such as quality control testing, equipment repair and maintenance, engineering, staking, etc;
- c) The dollar value of joint ventures. DBE credit for joint ventures will be limited to the dollar amount of the work actually performed by the DBE in the joint venture;
- 4 Written and signed documentation of the bidder's commitment to use a DBE contractor whose participation is being utilized to meet the DBE goal; and
- 5 Written and signed confirmation from the DBE that it is participating in the contract as provided in the prime contractor's commitment.

#### UPON AWARD AND BEFORE A WORK ORDER WILL BE ISSUED

Contractors must submit the signed subcontract between the contractor and the DBE contractor, the DBE's certificate of insurance, and the Required Affidavit of Bidders, Offerors, and Contractors from the DBE to the LFUCG Division of Central Purchasing. The Required Affidavit of Bidders, Offerors and Contractors is included with these bid documents and should be returned with your bid. If the DBE is a supplier of materials for the project, a signed purchase order and a Required Affidavit for Bidders, Offerors, and Contractors must be submitted to the LFUCG Division of Central Purchasing.

Changes to DBE Participation Plans or DBE substitutions must be approved by the LFUCG Division of Central Purchasing. The LFUCG may consider extenuating circumstances including, but not limited to, changes in the nature or scope of the project, the inability or unwillingness of a DBE to perform the work in accordance with the bid, and/or other circumstances beyond the control of the prime contractor.

#### CONSIDERATION OF GOOD FAITH EFFORTS REQUESTS

If the DBE participation submitted in the bid by the apparent lowest responsive bidder does not meet or exceed the DBE contract goal, the apparent lowest responsive bidder must submit a Good Faith Effort documentation to satisfy the LFUCG that sufficient good faith efforts were made to meet the contract goals prior to submission of the bid. Efforts to increase the goal after bid submission will not be considered in justifying the good faith effort, unless the contractor can show that the proposed DBE was solicited prior to the bid date. DBEs utilized in achieving the DBE goal must be certified and pre-qualified for the work items at the time the bid is submitted. One complete set of this information must be received in the office of the LFUCG Division of Central Purchasing no later than 12:00 noon of the tenth calendar day after receipt of notification that they are the apparent low bidder.

Where the information submitted includes repetitious solicitation letters it will be acceptable to submit a sample representative letter along with a distribution list of the firms solicited. Documentation of DBE quotations shall be a part of the good faith effort submittal as necessary to demonstrate compliance with the factors listed below which

the LFUCG considers in judging good faith efforts. This documentation may include written subcontractors' quotations, telephone log notations of verbal quotations, or other types of quotation documentation.

The Good Faith Efforts documentation shall include, but may not be limited to information showing evidence of the following:

- 1 Whether the bidder attended any pre-bid meetings that were scheduled by LFUCG to inform DBEs of subcontracting opportunities;
- 2 Whether the bidder provided solicitations through all reasonable and available means;
- 3 Whether the bidder provided written notice to all DBEs listed in the DBE directory at the time of the letting that are pre-qualified in the areas of work that the bidder will be subcontracting;
- 4 Whether the bidder followed up initial solicitations of interest by contacting DBEs to determine with certainty whether they were interested. If a reasonable amount of DBEs within the targeted districts do not provide an intent to quote or no DBEs are pre-qualified in the subcontracted areas, the bidder must notify the Minority Business Enterprise Liaison in the Division of Central Purchasing to give notification of the bidder's inability to get DBE quotes;
- 5 Whether the bidder selected portions of the work to be performed by DBEs in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime contractor might otherwise perform these work items with its own forces;
- 6 Whether the bidder provided interested DBEs with adequate and timely information about the plans, specifications, and requirements of the contract;
- 7 Whether the bidder negotiated in good faith with interested DBEs not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached;
- 8 Whether quotations were received from interested DBE firms but were rejected as unacceptable without sound reasons why the quotations were considered unacceptable. The fact that the DBE firm's quotation for the work is not the lowest quotation received will not in itself be considered as a sound reason for rejecting the quotation as 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 DBE quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy DBE goals;
- 9 Whether the bidder specifically negotiated with subcontractors to assume part of the responsibility to meet the contract DBE goal when the work to be subcontracted includes potential DBE participation;
- 10 Whether the bidder made any efforts and/or offered assistance to interested DBEs in obtaining the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal; and
- 11 Any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include DBE participation.

#### FAILURE TO MEET GOOD FAITH REQUIREMENT

Where the apparent lowest responsive bidder fails to submit sufficient participation by DBE firms to meet the contract goal and upon a determination by the LFUCG Division of Central Purchasing based upon the information submitted that the apparent lowest responsive bidder failed to make sufficient reasonable efforts to meet the contract goal, the bidder will be offered the opportunity to meet in person with representatives from the Division of Central Purchasing. The bidder will be notified of the Division of Central Purchasing's decision within 24 hours of its decision. The bidder will have 24 hours to request reconsideration of Central Purchasing's decision. The reconsideration meeting will be held within two days of the receipt of a request by the bidder for reconsideration.

The request for reconsideration will be heard by Central Purchasing. The bidder will have the opportunity to present written documentation or argument concerning the issue of whether it met the goal or made an adequate good faith effort. The bidder will receive a written decision on the reconsideration explaining the basis for the finding that the bidder did or did not meet the goal or made adequate Good Faith efforts to do so.

The result of the reconsideration process is not administratively appealable to the LFUCG Division of Central Purchasing.

The LFUCG Division of Central Purchasing reserves the right to award the contract to the next lowest responsive bidder or to rebid the contract in the event that the contract is not awarded to the low bidder as the result of a failure to meet the good faith requirement.

SANCTIONS FOR FAILURE TO MEET DBE REQUIREMENTS OF THE PROJECT

Failure by the prime contractor to fulfill the DBE requirements of a project under contract or to demonstrate good faith efforts to meet the goal constitutes a breach of contract. When this occurs, the Cabinet will hold the prime contractor accountable, as would be the case with all other contract provisions. Therefore, the contractor's failure to carry out the DBE contract requirements shall constitute a breach of contract and as such the Cabinet reserves the right to exercise all administrative remedies at its disposal including, but not limited to the following:

- Disallow credit toward the DBE goal;
- Withholding progress payments;
- Withholding payment to the prime in an amount equal to the unmet portion of the contract goal; and/or
- Termination of the contract.

PROMPT PAYMENT

- The prime contractor will be required to pay the DBE within seven (7) working days after he or she has received payment from the LFUCG Division of Central Purchasing for work performed or materials furnished

CONTRACTOR REPORTING All Contractors must report on their progress in meeting the DBE requirement on any construction contracts. These records may include, but shall not be limited to payroll, lease agreements, cancelled payroll checks, executed subcontracting agreements, etc. Prime contractors will be required to submit certified reports on monies paid to each DBE subcontractor or supplier utilized to meet a DBE goal.

Payment information that needs to be reported includes date the payment is sent to the DBE, check number, Contract ID, amount of payment and the check date. Before Final Payment is made on this contract, the Prime Contractor will certify that all payments were made to the DBE subcontractor and/or DBE suppliers and show the documented proof.

The Prime Contractor should supply the payment information at the time the DBE is compensated for their work. Form to use is located at:

<http://transportation.ky.gov/Construction/Pages/Subcontracts.aspx>

Photocopied payments and completed form to be submitted to:

Office of Civil Rights and Small  
Business Development 6<sup>th</sup> Floor  
West 200 Mero Street Frankfort, KY 40622

DEFAULT OR DECERTIFICATION OF THE DBE

If the DBE subcontractor or supplier is decertified or defaults in the performance of its work, and the overall goal cannot be credited for the uncompleted work, the prime contractor may utilize a substitute DBE or elect to fulfill the DBE goal with another DBE on a different work item. If after exerting good faith effort in accordance with the LFUCG Division of Central Purchasing policies and procedures, the prime contractor is unable to replace the DBE, then the unmet portion of the goal may be waived at the discretion of the LFUCG Division of Central Purchasing.

14. NON-COLLUSION CERTIFICATION

COMMONWEALTH OF KENTUCKY

COUNTY: FAYETTE

FED PROJECT NO:

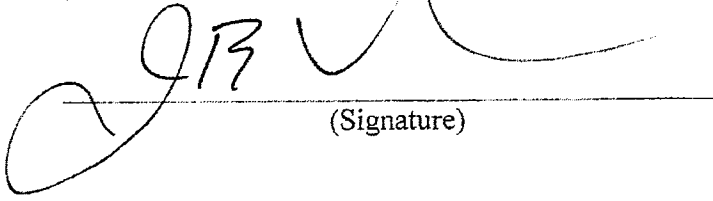
I, Jason B. Gabbard Partner Representative  
(Name of officer or Authorized Agent) (Title)

under penalty of perjury under the laws of the United States, do hereby certify that

Lexington Quarry Company  
(Name of Individual, Co-Partnership, or Corporation submitting bid)

Its agent, officers or employees have not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken action in restraint of free competitive bidding in connection with this proposal.

Jason B. Gabbard Partner Representative  
(Name of Officer or Authorized Agent) (Title)

  
(Signature)

6.10.2014  
(Date)

15. STATEMENT OF EXPERIENCE

NAME OF INDIVIDUAL: Please see attached

POSITION/TITLE: \_\_\_\_\_

STATEMENT OF EXPERIENCE: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

NAME OF INDIVIDUAL: \_\_\_\_\_

POSITION/TITLE: \_\_\_\_\_

STATEMENT OF EXPERIENCE: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

NAME OF INDIVIDUAL: \_\_\_\_\_

POSITION/TITLE: \_\_\_\_\_

STATEMENT OF EXPERIENCE: \_\_\_\_\_

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NAME OF INDIVIDUAL: \_\_\_\_\_

POSITION/TITLE: \_\_\_\_\_

STATEMENT OF EXPERIENCE: \_\_\_\_\_

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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.)

16. EQUAL OPPORTUNITY AGREEMENT

The Law

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

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

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

Bidders

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

Signature

*Patricia Rep*

Lexington Quarry Company  
Name of Business

The Entity (regardless of whether construction contractor, non-construction contractor or supplier) agrees to provide equal opportunity in employment for all qualified persons, to prohibit

discrimination in employment because of race, color, creed, national origin, sex or age, and to promote equal employment through a positive, continuing program from itself and each of its sub-contracting agents. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.

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

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

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

The Act further provides:

KRS 45.610. Hiring minorities – Information required

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

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

- (1) *If any contractor is found by the department to have engaged in an unlawful practice under this chapter during the course of performing under a contract or subcontract covered under KRS 45.560 to 45.640, the department shall so certify to the contracting agency and such*

*certification shall be binding upon the contracting agency unless it is reversed in the course of judicial review.*

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

KRS 45.630 Termination of existing employee not required, when

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

KRS 45.640 Minimum skills

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

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

17. EQUAL EMPLOYMENT OPPORTUNITY AFFIRMATIVE ACTION POLICY

It is the policy of Lexington Quarry Company  
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.

**18. WORKFORCE ANALYSIS FORM**

Name of Organization: The Allen Company, Inc.

Date: 10 / 12 / 2014

Categories	Total	White		Black		Other		Total	
		M	F	M	F	M	F	M	F
Administrators		12	0					12	0
Professionals		7	0					7	0
Superintendents		8	0					8	0
Supervisors		5	0					5	0
Foremen		17	1					17	1
Technicians		6	0					6	0
Protective Service		2	0					2	0
Para-Professionals		82	3	1				83	3
Office/Clerical		4	9					4	9
Skilled Craft		73	1	1				74	1
Service/Maintenance		52	2	1				53	2
Total:		268	16	3	0	0	0	271	16

Prepared By: M. M. [Signature]

**19. EVIDENCE OF INSURABILITY**

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

Names Insured: Lexington Quarry Company Employee ID: \_\_\_\_\_  
 Address: 3009 Atkinson Ave Ste. 300 Phone: \_\_\_\_\_

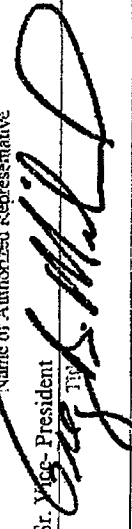
Project to be insured: \_\_\_\_\_

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

Section Items	Coverage	Minimum Limits and Policy Requirements	Limits Provided To Insured	Name of Insurer	A.M. Best's Code	Rating
SC-3, Section 2, Part 4.1 - see provisions	CGL	\$1,000,000 per occ. And \$2,000,000 aggregate	\$ 1,000,000/occ./ \$2,000,000 agg	The Charter Oak Fire Insurance Co.	A+	XV
SC-3, Section 2, Part 4.1 - see provisions	AUTO	\$2,000,000/per occ.	\$ 1,000,000 CSL	The Travelers Indemnity Co	A+	XV
SC-3, Section 2, Part 4.1 - see provisions	WC	Statutory w/endorsement as noted	\$ 1,000,000	KEMI	A-	VIII

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.

J. Smith Lanier & Co  
 Agency or Brokerage  
 360 E Vine St Ste 200  
 Street Address  
 Lexington KY 40507  
 City State Zip  
 859-254-8023  
 Telephone Number

Greg B. Milward  
 Name of Authorized Representative  
 Sr. Vice President  
  
 Authorized Signature  
 6/10/2014  
 Date

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

20. DEBARRED FIRMS

PROJECT NAME: SOUTHLAND DRIVE BIKE LANES PROJECT

BID NUMBER: #101-2014

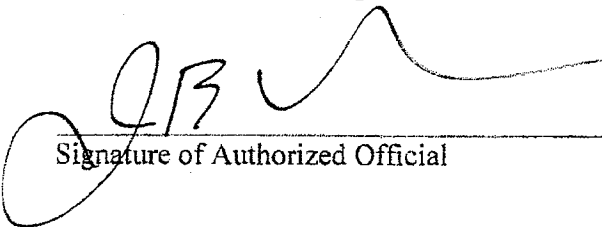
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT  
LEXINGTON, KY

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 LEXINGTON QUARRY COMPANY 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.

LEXINGTON QUARRY COMPANY  
Name of Firm Submitting Bid

  
Signature of Authorized Official

PARTNER REPRESENTATIVE  
Title

6.10.2014  
Date



21. DEBARMENT CERTIFICATION

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

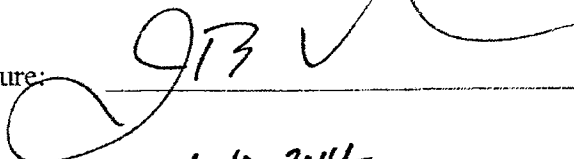
The contractor/subcontractor certifies in accordance with Executive Order 12549 (Debarment and Suspension 2/18/86) that to the best of its knowledge and belief, that it and its principals:

- 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: LEXINGTON QUARRY COMPANY

Project: SOUTHLAND DRIVE BIKE LANES PROJECT

Printed Name and Title of Authorized Representative: JASON B. GABBARD, PARTNER REP.

Signature: 

Date: 6.10.2014

22. PROVISIONS RELATIVE TO SENATE BILL 258 (1994)

During the performance of the contract, the contractor agrees to comply with the applicable provisions of:

1. KRS 136 Corporation and Utility Tax
2. KRS 139 Sales and Use Taxes
3. KRS 141 Income Taxes
4. KRS 337 Wages and Hours
5. KRS 338 Occupational Safety and Health of Employees
6. KRS 341 Unemployment Compensation
7. KRS 342 Workers Compensation

Any final determinations of a violation by the contractor within the previous (5) years pursuant to the applicable statutes above are revealed as follows:

N/A

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23. EXECUTIVE BRANCH CODE OF ETHICS

In the 1992 regular legislative session, the General Assembly passed and Governor Brereton Jones signed Senate Bill 63 (codified as KRS 11A), the Executive Branch Code of Ethics, which states, in part:

KRS 11A.040 (6) provides:

No present or former public servant shall, within six (6) months of following termination of his office or employment, accept employment, compensation or other economic benefit from any person or business that contracts or does business with the state in matters in which he was directly involved during his tenure. This provision shall not prohibit an individual from returning to the same business, firm, occupation, or profession in which he was involved prior to taking office or beginning his term of employment, provided that, for a period of six (6) months, he personally refrains from working on any matter in which he was directly involved in state government. This subsection shall not prohibit the performance of ministerial functions, including, but not limited to, filing tax returns, filing applications for permits or licenses, or filing incorporation papers.

KRS 11A.040 (8) states:

A former public servant shall not represent a person in a matter before a state agency in which the former public servant was directly involved, for a period of one (1) year after the latter of:

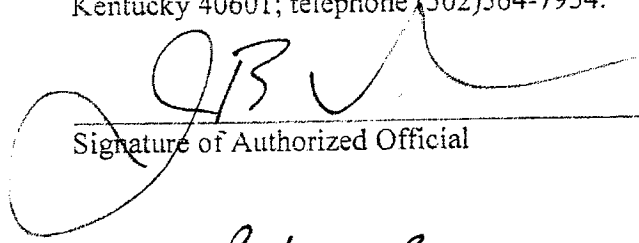
- a) The date of leaving office or termination of employment; or
- b) The date the term of office expires to which the public servant was elected.

This law is intended to promote public confidence in the integrity of state government and to declare as public policy the idea that state employees should view their work as a public trust and not as a way to obtain private benefits.

If you have worked for the executive branch of state government within the past six months, you may be subject to the law's prohibitions. The law's applicability may be different if you hold elected office or are contemplating representation of another before a state agency.

Also, if you are affiliated with a firm which does business with the state and which employs former state executive-branch employees, you should be aware that the law may apply to them.

In case of doubt, the law permits you to request an advisory opinion from the Executive Branch Ethics Commission, Room 136, Capitol Building, 700 Capitol Avenue, Frankfort, Kentucky 40601; telephone (502)564-7954.

  
\_\_\_\_\_  
Signature of Authorized Official

*Partner Rep*  
\_\_\_\_\_  
Title

*6.10.2014*  
\_\_\_\_\_  
Date

END OF SECTION



Lexington-Fayette Urban County Government  
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Gray  
Mayor

William O'Mara  
Commissioner

**ADDENDUM #1**

Bid Number: **#101-2014**

Date: May 28, 2014


Subject: **Southland Drive Bike Lane Bike Lane Project**

Please address inquiries to:  
Theresa Maynard (859) 258-3320

**TO ALL PROSPECTIVE BIDDERS:**

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

1. Sign-in Sheet from May 28<sup>th</sup> pre-bid meeting
2. Links to the lists of Certified and Prequalified Consultants, DBEs, and Suppliers that may be used for this project:
  - Certified and prequalified consultants  
<http://transportation.ky.gov/Civil-Rights-and-Small-Business-Development/Pages/Certified-and-Prequalified-Consultants.aspx>
  - Certified and prequalified DBEs  
<http://transportation.ky.gov/Civil-Rights-and-Small-Business-Development/Pages/Certified-and-Prequalified-DBEs.aspx>
  - DBE certified material suppliers  
<http://transportation.ky.gov/Civil-Rights-and-Small-Business-Development/Pages/Material-Suppliers.aspx>

  
Todd Slatin, Director  
Division of Central Purchasing

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

COMPANY: LEXINGTON QUARRY COMPANY

ADDRESS: 3009 ATKINSON AVE., STE. 300, LEXINGTON KY 40509

SIGNATURE OF PROPOSER:  Partner Rog



Lexington-Fayette Urban County Government  
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Gray  
Mayor

William O'Mara  
Commissioner

**ADDENDUM #2**

Bid Number: #101-2014

Date: June 3, 2014


Subject: Southland Drive Bike Lane Bike Lane Project

Please address inquiries to:  
Theresa Maynard (859) 258-3320

**TO ALL PROSPECTIVE BIDDERS:**

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

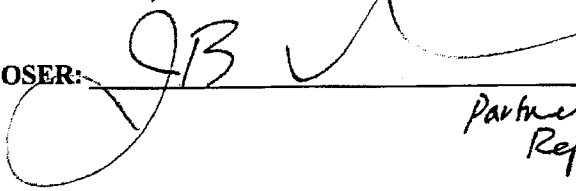
- Revised Federal wage rates are attached starting on page two through page fourteen of this addendum.

  
 Todd Slatin, Director  
 Division of Central Purchasing

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

COMPANY: LEXINGTON QUARRY COMPANY

ADDRESS: 3009 ATKINSON AVE., STE. 300, LEXINGTON, KY 40509

SIGNATURE OF PROPOSER:  \_\_\_\_\_  
 Partner Rep



Lexington-Fayette Urban County Government  
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Gray  
Mayor

William O'Mara  
Commissioner

**ADDENDUM #3**

Bid Number: **#101-2014**

Date: June 3, 2014

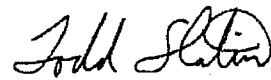
Subject: **Southland Drive Bike Lane Project**

Please address inquiries to:  
Theresa Maynard (859) 258-3320

**TO ALL PROSPECTIVE BIDDERS:**

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

- Pricing sheet in Excel format for bidder's convenience (same as the pricing sheet in the original solicitation document). Excel file may be downloaded at [https://fucg.economicengine.com/requests/RFQ/view.html?request\\_id=3068&nocache=85615584](https://fucg.economicengine.com/requests/RFQ/view.html?request_id=3068&nocache=85615584)

  
Todd Slatin, Director  
Division of Central Purchasing

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

COMPANY: LEXINGTON QUARRY COMPANY

ADDRESS: 3009 ATKINSON AVE., STE. 300, LEXINGTON, KY 40509

SIGNATURE OF PROPOSER:   
Partner  
Rep



Lexington-Fayette Urban County Government  
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Gray  
Mayor

William O'Mara  
Commissioner

**ADDENDUM #4**

Bid Number: **#101-2014**

Date: June 4, 2014

Subject: **Southland Drive Bike Lane Project**

Please address inquiries to:  
Theresa Maynard (859) 258-3320

**TO ALL PROSPECTIVE BIDDERS:**

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

All Bidders shall incorporate the following alterations and/or additions into the Contract Documents for the referenced project:

1. The following shall be added to the second paragraph of Page TS-45 in "Section 24 – Pavement Striping & Marking, Part VIII – Technical Specifications":

***Bike lane surface markings will be constructed as per the applicable manufacturer's specifications and construction guidelines. The color of bike lane surface markings shall be green.***

Todd Slatin, Director  
Division of Central Purchasing

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

COMPANY: LEXINGTON QUARRY COMPANY

ADDRESS: 3009 ATKINSON AVE., STE 300 LEXINGTON, KY 40509

SIGNATURE OF PROPOSER: 

Partner  
Ray



# Certificate of Eligibility

CERTIFICATE NO.

A 2014  
02067

ISSUED BY  
COMMONWEALTH OF KENTUCKY  
TRANSPORTATION CABINET

This Certifies that LEXINGTON QUARRY COMPANY  
3009 ATKINSON AVE. SUITE 300  
LEXINGTON KY 40509

is hereby qualified to accept a contract or subcontract on projects of the Department of Highways for such a period as uncompleted work under prime contract at any time does not exceed the aggregate amount of \$91,387,650. This certificate which expires December 31, 2014 is subject to revision or revocation, and is extended to 120 days from this expiration date. An application for renewal of this certificate must be filed within ninety days after the above date.

## TYPES OF WORK

- |            |   |            |  |
|------------|---|------------|--|
| <u>A</u>   | GRADE AND DRAIN                         | <u>B</u>   | PORTLAND CEMENT CONCRETE PAVING          |
| <u>C1</u>  | ASPHALT PAVING OPTION B                 | <u>C2</u>  | ASPHALT PAVING OPTION A                  |
| <u>E1</u>  | BRIDGES NOT MORE THAN 70 FT. CLEAR SPAN | <u>E2</u>  | BRIDGES NOT MORE THAN 100 FT. CLEAR SPAN |
| <u>I37</u> | TRAFFIC CONTROL                         | <u>I38</u> | BITUMINOUS MILLING & TEXTURING           |

DATE ISSUED:

April 15, 2014

BY

STATE HIGHWAY ENGINEER  
DEPARTMENT OF HIGHWAYS



Client#: 120088

41LEXINGTONQ1

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/09/2014

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

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

PRODUCER: J Smith Lanier & Co-Lexington, Powell-Walton-Milward, P O Box 2030, Lexington, KY 40588. CONTACT NAME: Andrea Lingenfelter, PHONE: 800 796-3567, FAX: 859 254-8020, E-MAIL ADDRESS: alingenfelter@pwm-jsl.com. INSURER A: Travelers Property Casualty Co. (25674), INSURER B: National Union Fire Ins. of Pit (19445), INSURER C: Kentucky Employers Mutual Insur (10320).

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSR, SUBR, WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include: A GENERAL LIABILITY (DTC0962J2441), A AUTOMOBILE LIABILITY (DT810962J2441), B UMBRELLA LIAB (BE015482844), C WORKERS COMPENSATION AND EMPLOYERS' LIABILITY (375147).

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) REF: Project: Southland Drive Bike Lanes. Certificate Holder is named as Additional Insured as per written contract with respects to the Auto Liability and General Liability policies described above and subject to provisions and limitations of the policy. The General Liability coverage is on a primary basis. Coverage provides a 30 Day Notice of Cancellation.

CERTIFICATE HOLDER: LFUCG, Office of the Director of Purchasing, 200 East Main Street, 3rd Floor, Lexington, KY 40502. CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: [Signature]

Lexington Quarry Company  
Job History

part 5. (8)

Project Name	Owner	Contract Amount
JESSAMINE COUNTY ROADS RESURFACING SPRING 2013	JESSAMINE COUNTY FISCAL COURT	\$ 84,070.25
NICHOLASVILLE MILLING & PAVING FALL 2013	CITY OF NICHOLASVILLE	\$ 355,025.00
JESSAMINE COUNTY ROADS RESURFACING 2008-2009	JESSAMINE COUNTY FISCAL COURT	\$ 332,000.00
JESSAMINE COUNTY ROADS RESURFACING FALL 2012	JESSAMINE COUNTY FISCAL COURT	\$ 320,834.60
JESSAMINE COUNTY ROADS RESURFACING SPRING 2012	JESSAMINE COUNTY FISCAL COURT	\$ 306,876.70
NICHOLASVILLE STREET MILLNG & RESURFACING FALL 2012	CITY OF NICHOLASVILLE	\$ 273,818.35
JESSAMINE COUNTY ROADS RESURFACING AUGUST 2011	JESSAMINE COUNTY FISCAL COURT	\$ 226,034.90
NICHOLASVILLE 2008 STREET RESURFACING & MILLING	CITY OF NICHOLASVILLE	\$ 219,500.00
NICHOLASVILLE CITY STREETS MILLING & RESURFACING FALL 2010	CITY OF NICHOLASVILLE	\$ 214,963.50
NICHOLASVILLE CITY STREETS MILLING & RESURFACING FALL 2011	CITY OF NICHOLASVILLE	\$ 210,400.00
MAIN STREET IN WILMORE (KY. 1268) PAVING	KY. TRANSPORTATION CABINET	\$ 198,258.65
JESSAMINE STATION ROAD (KY. 3433) PAVING	KY. TRANSPORTATION CABINET	\$ 185,570.30
JESSAMINE COUNTY ROADS RESURFACING AUGUST 2010	JESSAMINE COUNTY FISCAL COURT	\$ 168,676.60
JESSAMINE COUNTY GROUP PAVING 6/15/12	KY. TRANSPORTATION CABINET	\$ 159,200.15
VERSAILLES CITY STREETS MILLING & RESURFACING 2010	CITY OF VERSAILLES	\$ 149,931.85
VERSAILLES STREET MILLING & RESURFACING 2012	CITY OF VERSAILLES	\$ 146,763.50
JESSAMINE COUNTY OLD DANVILL ROAD LOOP 1 (KY. 3027)	KY. TRANSPORTATION CABINET	\$ 125,907.50
JESSAMINE COUNTY ROADS RESURFACING FALL 2013	JESSAMINE COUNTY FISCAL COURT	\$ 119,981.40
NICHOLASVILLE SHUN PIKE WWTP ROADS RESURFACING	CITY OF NICHOLASVILLE	\$ 87,992.50
WILMORE STREETS PAVING FALL 2013	CITY OF WILMORE	\$ 66,013.00
JESSAMINE COUNTY ROADS RESURFACING SUMMER 2012	JESSAMINE COUNTY FISCAL COURT	\$ 35,719.80
JESSAMINE COUNTY ANIMAL SHELTER ASPHALT PAVING	JESSAMINE COUNTY FISCAL COURT	\$ 27,228.50
JESSAMINE COUNTY KY. 39 BOAT RAMP PAVING	JESSAMINE COUNTY FISCAL COURT	\$ 49,823.85
JESSAMINE COUNTY ROADS RESURFACING 2009-2010	JESSAMINE COUNTY FISCAL COURT	\$ 535,107.50
JESSAMINE COUNTY KY. 39 RESURFACING 7/24/09	KY. TRANSPORTATION CABINET	\$ 206,714.10
JESSAMINE COUNTY SCHOOLS RESURFACING FALL 2009	JESSAMNE COUNTY BOARD OF EDUC	\$ 190,120.00
KY. 1268 (BETHEL ROAD) MILLING & RESURFACING	KY. TRANSPORTATION CABINET	\$ 62,811.80
WOODFORD CO. PART OF FAYETTE-WOODFORD U.S. 60 PAVEMENT	ATS	\$ 5,062,737.21
CLAYS MILL ROAD IMPROVEMENT PROJECT SECTION 2A	SUBCONTRACT WITH WOODALL CON	\$ 986,939.00
U.S. 27 NICHOLASVILLE ROAD MILLING & RESURFACING	KY. TRANSPORTATION CABINET	\$ 954,764.81
JESSAMINE COUNTY KY. 29 RESURFACING	KY. TRANSPORTATION CABINET	\$ 589,474.75
JESSAMNE COUNTY GROUP PAVING 8/16/13	KY. TRANSPORTATION CABINET	\$ 536,977.58
JOHN PREECE DRIVE CONSTRUCTION	JESSAMINE COUNTY FISCAL COURT	\$ 532,438.75
BLUEGRASS AIRPORT PHASE II TAXIWAY D AND CORPORATE RAMP	THE HARPER COMPANY	\$ 521,912.50
JESSAMINE COUNTY GROUP PAVING 7/13/12	KYTC	\$ 518,558.50
JESSAMINE COUNTY GROUP PAVING 7/25/08	KYDOT	\$ 511,292.87
U.S. 68 RESURFACING FROM MERCER COUNTY LINE TO KY. 29	KY. TRANSPORTATION CABINET	\$ 490,422.25
U.S. 27X (MAIN STREET NICHOLASVILLE) MILLING & RESURFACING	KY. TRANSPORTATION CABINET	\$ 488,393.80
JESSAMINE COUNTY KY. 169 PAVING & SHOULDERING	KY. TRANSPORTATION CABINET	\$ 455,239.60
U.S. 68 (HARRODSBURG ROAD) PAVING FROM CAVE HILL LANE TO C	KYDOT	\$ 421,907.35
JESSAMINE COUNTY GROUP PAVING 6/17/11	KY. TRANSPORTATION CABINET	\$ 396,634.63
CLAYS MILL ROAD IMPROVEMENT PROJECT SECTION 2B	SUBCONTRACT WITH BLUEGRASS CO	\$ 390,584.75
TATES CREEK ROAD PAVING FROM KY. 169 TO DELONG ROAD	KYTC	\$ 342,489.25
JESSAMINE COUNTY GROUP PAVING 9/17/10	KY. TRANSPORTATION CABINET	\$ 312,022.28
WOODFORD COUNTY KY. 169 (PINCKARD PIKE) PAVING & SHOULDER	KY. TRANSPORTATION CABINET	\$ 220,818.75
JESAMINE COUNTY IN-PLACE PAVING FALL 2010	KY. TRANSPORTATION CABINET	\$ 136,607.50

Lexington Quarry Company  
Job History

part 5. (8)

FAYETTE COUNTY GROUP PAVING 8/16/13 MILITARY PIKE (KY. 1966) P	SUBCONTRACT WITH ATS CONSTRU	\$ 123,738.75
JESSAMINE COUNTY IN-PLACE PAVING 2008	KYDOT	\$ 122,956.00
JESSAMINE COUNTY MIDDLE SCHOOL-HIGH SCHOOL CONNECTOR R	TODD JOHNSON CONTRACTING, INC.	\$ 113,982.00
JESSAMINE COUNTY IN-PLACE PAVING FALL 2008	KYDOT	\$ 112,870.00
JESSAMINE COUNTY IN-PLACE PAVING SPRING 2009	KY. TRANSPORTATION CABINET	\$ 99,608.50
JESSAMINE COUNTY IN-PLACE PAVING SPRING 2010	KY. TRANSPORTATION CABINET	\$ 98,596.70
JESSAMINE COUNTY IN-PLACE PAVING SPRING 2011	KY. TRANSPORTATION CABINET	\$ 98,151.50
WOODFORD COUNTY GROUP PAVING 9/25/13	SUBCONTRACT WITH H.G. MAYS COF	\$ 83,849.50
NORTH END SANITARY SEWER PAVING	SCHROEDER CONSTRUCTION, INC.	\$ 71,507.00
JESSAMINE COUNTY SCHOOLS WAREHOUSE & STORAGE FACILITY P	THE HAYDEN COMPANY	\$ 38,155.00
JESSAMINE COUNTY IN-PLACE PAVING SUMMER 2013	KY. TRANSPORTATION CABINET	\$ 31,590.00
WILMORE STREET RESURFACING & MILLING FALL 2012	CITY OF WILMORE	\$ 30,875.00
FAYETTE MALL SEARS REDEVELOPMENT SITEWORK	GRAYCOR CONSTRUCTION CO., INC.	\$ 1,156,869.50
LEXINGTON WALMART #2628 ASPHALT PAVEMENT REHABILITATION	MOYER FACILITIES	\$ 452,071.75
TATES CREEK CENTER & KROGER L-347 PARKING LOT ASPHALT PAV	TOPP FLITE SERVICES, LLC	\$ 181,916.30
BRITTANY HEIGHTS SURFACE 2011	WOODALL CONSTRUCTION	\$ 125,905.00
SAUNIER DEVELOPMENT PARKING LOT PAVING	2380 FORTUNE DRIVE, LLC	\$ 123,864.00
PHOTO SCIENCE PARKING LOTS ASPHALT PAVING	PHOTO SCIENCE	\$ 101,060.00
U.S. 27 TURN LANE FOR NICHOLASVILLE HYUNDAI	BRET CONSTRUCTION CO. & SETZER	\$ 57,825.00
BLUEGRASS MEMORIAL GARDENS PAVEMENT REHABILITATION PHAS	SCI MANAGEMENT, L.P.	\$ 45,585.00
21 HENRY STREET PAVING	BC WOOD PROPERTIES	\$ 43,515.00
CHASE BANK AT TATES CREEK CENTRE PAVING	CINTECH CONSTRUCTION	\$ 39,975.00
BEST WESTERN MOTEL U.S. 27 PAVING	ALAN FINLEY	\$ 38,220.00
JAY FARAH FARM DRIVE	JAY FARAH	\$ 33,100.00
SETON CATHOLIC SCHOOL PLAYGROUND PAVING	SETON CATHOLIC SCHOOL	\$ 12,800.00
BRIGHTON EAST SUBDIVISION--ST. ANDREWS WALK ASPHALT SURF	MAIN STREET HOMES, INC.	\$ 5,516.00
WOLAND PROPERTY PHASE 6	ATS CONSTRUCTION	\$ 45,036.00



part 5. (10)

STATEMENT OF EXPERIENCE

part (15)

NAME OF INDIVIDUAL: H.B. Gabbard

POSITION/TITLE: President, The Allen Company, Inc.

STATEMENT OF EXPERIENCE: Involved in all phases of the business since commencing employment in 1975. Supervision of the management of asphalt plant and quarry operations. Employed as a resident engineer for KY. Dept. of Trans. Prior to this Company. B.S. in Civil Engineering from U of K 1968. Registered Land Surveyor and Civil Engineer. 45 years experience.

NAME OF INDIVIDUAL: Jason B. Gabbard

POSITION/TITLE: Vice President, The Allen Company, Inc.

STATEMENT OF EXPERIENCE: Has been with the Company since 1992. Started as part time laborer while attending college. Returned to company in 2001 as Operations Manager for the quarries and asphalt plants. Promoted to Vice President in 2013. BS in Business Administration from UK and MBA from East Tennessee State Univ. 22 years experience.

NAME OF INDIVIDUAL: Jeff Monohan

POSITION/TITLE: Executive Vice President The Allen Company, Inc.

STATEMENT OF EXPERIENCE: Has been with the company since 1994. Worked as laborer, operator and foreman while attending Centre College and earning a BS in Economics. Went full time in 1998 as a crew foreman. Progressed from foreman to assistant Superintendent to Project Superintendent to Vice President to Executive Vice President in 2013. 20 years experience.

NAME OF INDIVIDUAL: Grant Gabbard

POSITION/TITLE: Vice President, The Allen Company, Inc.

STATEMENT OF EXPERIENCE: Has been with the company since 2000. Started as a part-time employee in 2000 while attending University of Kentucky and earning BS in Civil Engineering.

Has been a full-time employee since 2005. 14 years of experience. Was promoted to Vice President in 2013.

NAME OF INDIVIDUAL: A. Vincent Lemieux

POSITION/TITLE: Senior Project Engineer

STATEMENT OF EXPERIENCE: Project Engineer for over 29 years in charge of cost estimates and bids, project coordination and management, contract and specification compliance, construction stakeout, field engineering. Former KY. Dept. of Trans. Assistant Resident Engineer. Registered Land Surveyor.

NAME OF INDIVIDUAL: James L. Morris

POSITION/TITLE: Assistant Vice President

STATEMENT OF EXPERIENCE: Has been with the Company since 1978. Had worked three summers for the Company before that. Assistant Foreman to Foreman to Superintendent. Became Plant Manager of our Danville operations in 1984. Assistant Vice President in 1987. 36 years of experience.

NAME OF INDIVIDUAL: Lee Gallion

POSITION/TITLE: Superintendent

STATEMENT OF EXPERIENCE: Experience in the construction field operating equipment and as a laborer while attending college 1987-1991. He worked as an Estimator for 9 years. He became Superintendent in 2000. 27 years experience.

NAME OF INDIVIDUAL: Tommy Lisle

POSITION/TITLE: Superintendent

STATEMENT OF EXPERIENCE: Approximately 40 years experience in construction field. Has worked for The Allen Company, Inc. since 1986 as foreman and Superintendent.

**The Allen Company, Inc**  
Superintendent and Foremen Work Experience

Chris Frazier  
Superintendent 9 years with The Allen Company, Inc  
Work Experience Includes, but is not limited to

- Clark Regional Medical Center Signs, Paving, Utilities, Rock Blasting, Traffic Control
- Woodford Co. US 60 Paving and Utility Work
- Bluegrass Memorial Gardens Paving
- Woodford 62: Milling, and Sidewalks
- Wilmore Streetscapes Signs, Fencing, Traffic Control, Asphalt Paving, Concrete Work, Surface Planing & Texturing, Decorative Pavers, Pavement Grinding and Grooving, Entrance Pavement, Sidewalks, Curbs and Gutters
- Nicholasville Streetscapes Milling, Sidewalk, Curb and Gutter, Decorative Pavers, Precast Pavement, DGA Base, Cement Concrete Base, Permanent Anchor Tieback, Stone Veneer, Remove and Place Materials, Rehab Storm Drain, Utilities,

Terry Patton  
Superintendent 41 years with The Allen Company, Inc.  
Work Experience Includes, but is not limited to

- Madison County Group Paving Milling, Resurfacing, Planing, Traffic Control, Signs
- White Hall Roadway Improvements Milling, Paving, Resurfacing, Concrete Headwalls, Entrance Pavement, Signs, Traffic Control, Culverts
- Madison Airport Runway Trenching, Road Planing & Surface Removal, Embankment in Place, Asphalt Paving, Concrete Work, Ditching and Shouldering

Lee Gallion  
Superintendent 22 years with The Allen Company, Inc.  
Work Experience Includes, but is not limited to

- Madison Co US 25 Reconstruction: Milling, Asphalt Paving, Concrete work, Concrete Sawing, Entrance Pavement, Sidewalks, Curbs, Gutters
- Bratcher Lane Improvements: Asphalt Paving, Concrete Entrance Pavement, Curb and Gutter, Undercut Excavation, Channel Lining, Sidewalk, Pipe Construction, Headwalls, Utility work, Seeding, Fencing, Culverts
- Berea Bypass Chip and Seal, DGA Base, Pipeline Construction, Soil Stabilization, Concrete Headwalls, Curb and Gutter, Entrance Pavement, Rock Blasting, Remove & Place Materials, Portland Cement, Traffic Control, Barrier Walls, Steel Pipe

Tommy Lisle  
Superintendent 27 years with The Allen Company, Inc  
Work Experience Includes, but is not limited to

- Amazon Winchester Customer Service Center Earth Work, Pipeline Construction, Utilities, Traffic Control, Fencing, Rock Blasting, Demolition, Remove and Place Materials, Soil Stabilization, Landscape Site Prep, Signs, Paving, DGA Base
- Clark County I-64 & KY 627 DGA Base, Grinding & Milling, Milling & Texturing, Crash Cushion, Trenching
- Madison Airport Runway Trenching, Road Planing & Surface Removal, Embankment in Place, Asphalt Paving, Concrete Work, Ditching and Shouldering

**The Allen Company, Inc**  
Superintendent and Foremen Work Experience

Mitchell Banks

Foreman                      35 years with The Allen Company, Inc

Work Experience Includes, but is not limited to

- Amazon Winchester Customer Service Center Earth Work, Pipeline Construction, Utilities, Traffic Control, Fencing, Rock Blasting, Demolition, Remove and Place Materials, Soil Stabilization, Landscape Site Prep, Signs, Paving, DGA Base
- Wilmore Streetscapes Signs, Fencing, Traffic Control, Asphalt Paving, Concrete Work, Surface Planing & Texturing, Decorative Pavers, Pavement Grinding and Grooving, Entrance Pavement, Sidewalks, Curbs and Gutters
- Clark County I-64 & KY 627 DGA Base, Grinding & Milling, Milling & Texturing, Crash Cushion, Trenching

David Carpenter

Foreman                      17 years with The Allen Company, Inc

Work Experience Includes, but is not limited to

- Amazon Winchester Customer Service Center Earth Work, Pipeline Construction, Utilities, Traffic Control, Fencing, Rock Blasting, Demolition, Remove and Place Materials, Soil Stabilization, Landscape Site Prep, Signs, Paving, DGA Base
- Wilmore Streetscapes Signs, Fencing, Traffic Control, Asphalt Paving, Concrete Work, Surface Planing & Texturing, Decorative Pavers, Pavement Grinding and Grooving, Entrance Pavement, Sidewalks, Curbs and Gutters

John Conaster

Foreman                      25 years with The Allen Company, Inc

Work Experience Includes, but is not limited to

- Amazon Winchester Customer Service Center Earth Work, Pipeline Construction, Utilities, Traffic Control, Fencing, Rock Blasting, Demolition, Remove and Place Materials, Soil Stabilization, Landscape Site Prep, Signs, Paving, DGA Base
- Wilmore Streetscapes Signs, Fencing, Traffic Control, Asphalt Paving, Concrete Work, Surface Planing & Texturing, Decorative Pavers, Pavement Grinding and Grooving, Entrance Pavement, Sidewalks, Curbs and Gutters

Duane Green

Foreman                      7 years with The Allen Company, Inc

Work Experience Includes, but is not limited to

- Clark Regional Medical Center Signs, Paving, Utilities, Pipeline Construction, Rock Blasting, Traffic Control
- WhiteHall Roadway Improvements Paving, Milling, Grinding, Traffic Control, Signs, Ground in Rumble Strips
- Croxton Way Street Extension Paving, Staking, Traffic Control, Paving
- Clark County I-64 & KY 627 DGA Base, Grinding & Milling, Milling & Texturing, Crash Cushion, Trenching



## The Allen Company, Inc

### Superintendent and Foremen Work Experience

Terry Helton

Foreman 20 years with The Allen Company, Inc

Work Experience Includes, but is not limited to

- Amazon Winchester Customer Service Center Earth Work, Pipeline Construction, Utilities, Traffic Control, Fencing, Rock Blasting, Demolition, Remove and Place Materials, Soil Stabilization, Landscape Site Prep, Signs, Paving, DGA Base
- Wilmore Streetscapes Signs, Fencing, Traffic Control, Asphalt Paving, Concrete Work, Surface Planing & Texturing, Decorative Pavers, Pavement Grinding and Grooving, Entrance Pavement, Sidewalks, Curbs and Gutters
- Clark Regional Medical Center Signs, Paving, Utilities, Pipeline Construction, Rock Blasting, Traffic Control
- 

Codi Jones

Foreman 6 years with The Allen Company, Inc

Work Experience Includes, but is not limited to

- WhiteHall Roadway Improvements Paving, Milling, Grinding, Traffic Control, Signs, Ground in Rumble Strips
- Madison Co US 25 Resurfacing Paving Milling & Texturing, Ground in Rumble Strips, Grinding & Milling, Road Planing & Surface Removal, Surface Planing & Texturing
- Clark County I-64 & KY 627 DGA Base, Grinding & Milling, Milling & Texturing, Crash Cushion, Trenching
- 

Roger Turner

Foreman 29 years with The Allen Company, Inc

Work Experience Includes, but is not limited to

- WhiteHall Roadway Improvements Paving, Milling, Grinding, Traffic Control, Signs, Ground in Rumble Strips
- Madison Co US 25 Resurfacing Paving Milling & Texturing, Ground in Rumble Strips, Grinding & Milling, Road Planing & Surface Removal, Surface Planing & Texturing
- Berea Bypass Chip and Seal, DGA Base, Pipeline Construction, Soil Stabilization, Concrete Headwalls, Curb and Gutter, Entrance Pavement, Rock Blasting, Remove & Place Materials, Portland Cement, Traffic Control, Barrier Walls, Steel Pipe

Joetta Everman

Foreman 2 year with The Allen Company, Inc

Work Experience Includes, but is not limited to

- Wilmore College
- Old Wilderness Trail
- University of Kentucky Sidewalks and Bike Lane
- Amazon Winchester Customer Service Center Earth Work, Pipeline Construction, Utilities, Traffic Control, Fencing, Rock Blasting, Demolition, Remove and Place Materials, Soil Stabilization, Landscape Site Prep, Signs, Paving, DGA Base

**The Allen Company, Inc**  
Superintendent and Foremen Work Experience

Nick Mullins

Foreman                      4 years with The Allen Company, Inc

Work Experience Includes, but is not limited to

- Amazon Winchester Customer Service Center Earth Work, Pipeline Construction, Utilities, Traffic Control, Fencing, Rock Blasting, Demolition, Remove and Place Materials, Soil Stabilization, Landscape Site Prep, Signs, Paving, DGA Base
- Wilmore Streetscapes Signs, Fencing, Traffic Control, Asphalt Paving, Concrete Work, Surface Planing & Texturing, Decorative Pavers, Pavement Grinding and Grooving, Entrance Pavement, Sidewalks, Curbs and Gutters
- Clark Regional Medical Center Signs, Paving, Utilities, Pipeline Construction, Rock Blasting, Traffic Control

Stevie Tipton

Foreman                      13 years with The Allen Company, Inc

Work Experience Includes, but is not limited to

- Amazon Winchester Customer Service Center Earth Work, Pipeline Construction, Utilities, Traffic Control, Fencing, Rock Blasting, Demolition, Remove and Place Materials, Soil Stabilization, Landscape Site Prep, Signs, Paving, DGA Base
- Wilmore Streetscapes Signs, Fencing, Traffic Control, Asphalt Paving, Concrete Work, Surface Planing & Texturing, Decorative Pavers, Pavement Grinding and Grooving, Entrance Pavement, Sidewalks, Curbs and Gutters
- Clark Regional Medical Center Signs, Paving, Utilities, Pipeline Construction, Rock Blasting, Traffic Control
- Clark County I-64 & KY 627 DGA Base, Grinding & Milling, Milling & Texturing, Crash Cushion, Trenching

Herb Alcorn

Foreman                      8 years with The Allen Company, Inc

Work Experience Includes, but is not limited to

- Amazon Winchester Customer Service Center Earth Work, Pipeline Construction, Utilities, Traffic Control, Fencing, Rock Blasting, Demolition, Remove and Place Materials, Soil Stabilization, Landscape Site Prep, Signs, Paving, DGA Base
- Wilmore Streetscapes Signs, Fencing, Traffic Control, Asphalt Paving, Concrete Work, Surface Planing & Texturing, Decorative Pavers, Pavement Grinding and Grooving, Entrance Pavement, Sidewalks, Curbs and Gutters
- Clark County I-64 & KY 627 DGA Base, Grinding & Milling, Milling & Texturing, Crash Cushion, Trenching

HD Chenault

Foreman                      9 years with The Allen Company, Inc

Work Experience Includes, but is not limited to

- Clark Regional Medical Center Signs, Paving, Utilities, Pipeline Construction, Rock Blasting, Traffic Control
- Berea Bypass Chip and Seal, DGA Base, Pipeline Construction, Soil Stabilization, Concrete Headwalls, Curb and Gutter, Entrance Pavement, Rock Blasting, Remove &

## **The Allen Company, Inc**

Superintendent and Foremen Work Experience

Place Materials, Portland Cement, Traffic Control, Barrier Walls, Steel Pipe

Richard Curtis

Foreman 11 years with The Allen Company, Inc

Work Experience Includes, but is not limited to

- Clark Regional Medical Center Signs, Paving, Utilities, Pipeline Construction, Rock Blasting, Traffic Control
- Amazon Winchester Customer Service Center Earth Work, Pipeline Construction, Utilities, Traffic Control, Fencing, Rock Blasting, Demolition, Remove and Place Materials, Soil Stabilization, Landscape Site Prep, Signs, Paving, DGA Base
- Clark County I-64 & KY 627 DGA Base, Grinding & Milling, Milling & Texturing, Crash Cushion, Trenching

Raymond Flannery

Foreman 9 years with The Allen Company, Inc

Includes, but is not limited to

- Clark County I-64 & KY 627 DGA Base, Grinding & Milling, Milling & Texturing, Crash Cushion, Trenching

Terry Griggs

Foreman 25 years with The Allen Company, Inc

Work Experience Includes, but is not limited to

- Amazon Winchester Customer Service Center Earth Work, Pipeline Construction, Utilities, Traffic Control, Fencing, Rock Blasting, Demolition, Remove and Place Materials, Soil Stabilization, Landscape Site Prep, Signs, Paving, DGA Base
- Wilmore Streetscapes Signs, Fencing, Traffic Control, Asphalt Paving, Concrete Work, Surface Planing & Texturing, Decorative Pavers, Pavement Grinding and Grooving, Entrance Pavement, Sidewalks, Curbs and Gutters
- Clark Regional Medical Center Signs, Paving, Site Work, Rock Blasting, Traffic Control

Brandon Saylor

Foreman 1 year with The Allen Company, Inc

Work Experience Includes, but is not limited to

- Amazon Winchester Customer Service Center Earth Work, Pipeline Construction, Utilities, Traffic Control, Fencing, Rock Blasting, Demolition, Remove and Place Materials, Soil Stabilization, Landscape Site Prep, Signs, Paving, DGA Base
- Wilmore Streetscapes Signs, Fencing, Traffic Control, Asphalt Paving, Concrete Work, Surface Planing & Texturing, Decorative Pavers, Pavement Grinding and Grooving, Entrance Pavement, Sidewalks, Curbs and Gutters
- Clark Regional Medical Center Signs, Paving, Site Work, Rock Blasting, Traffic Control

## Lexington Quarry

## Equipment

Name	Asset ID
AIR SHAFT FOR MINING PURPOSES	654
KOMATSU EXCAVATOR PC260LC6	684
KOMATSU PC 220LC EXCAVATOR	700
SUBSURFACE MAGNETIC LOCATOR	
TOPCON DT-209L THEODOLITE	
KOMATSU PC200LC6	703
KOMATSU PC308 EXCAVATOR	717
ANTRAQUIP ROCK GRINDER	726
INGERSOLL RAND AIR COMPRESSOR	220
JUMBO CANNON DRILL	648
REPLACEMENT MOTOR & CYLINDER	211
FURUKAWA HCR DRILL	686
CANNON WALL DRILL	627
CANNON CH38 WALL DRILL	710
VOLVO A30	657
INGERSOLL RAND AIR COMPRESSOR	678
REBUILD ENGINE	644
CATERPILLAR 773F ROCK TRUCK	704
CATERPILLAR 773F ROCK TRUCK	705
CATERPILLAR 988H WHEEL LOADER	716
ENGINE - KOMATSU WA600	688
VOLVO L220G WHEEL LOADER	727
Caterpillar 988H Wheel Loader	731
BOBCAT T550 COMPACT TRACK LOAD	736
BOBCAT S550 SKID STEER LOADER	737
7' SYMONS CONE CRUSHER	
SYMONS 7" CONE CRUSHER	
HEWITT ROBBINS JAW CRUSHER	
3 42" FEEDERS HANG AND CHUTES	
7' CONE	
ELECTRICAL SWITCH GEAR & WIRING	
SCALE HOUSE & SCALES	
1986 FORD F350	614
PUG MILL 800 TPH TWIN SHAFT	
LOAD OUT TUNNEL #2'S	
RADIAL CONVEYOR #2'S	
RADIAL CONVEYOR #8'S	
LOAD OUT TUNNEL #57'S	
RADIAL CONVEYOR #57'S	
CONVEYOR FOR #57'S	
RADIAL CONVEYOR DGA	
POWDER MONKEY	621
SCOREBOARD	
1988 FORD F800	642
1987 MACK DM6	646
CAT ROCK TRUCK	652
CONVEYOR BELTS	
REBUILD OF CRUSHER	
4 PLY CONVEYOR BELT	
1999 FORD F450	661
ILS SCALE SYSTEM	

## Lexington Quarry

## Equipment

6-10-14

DELL COMPUTERS FOR ILS SYSTEM	
A25 VOLVO WATER TRUCK	663
OVERHAUL OF EQUIPMENT	651
KOMATSU WA75-3 WHEEL LOADER	665
CONVEYORS 7 & 8	
SURGE	
PRIMARY CRUSHER	
CONVRYS FROM PRIMARY TO MINE EN	
ENGINE CAT 773B ROCK TRUCK	653
1993 INTERNATIONAL POWDERMONKEY	690
ABOVE GROUND CONVEYORS	691
SCREEN STATION	692
SCREENS	693
SURGE BIN	694
ELECTRICAL	695
BELTS	696
PUGMILL TUNNELL	
SCREEN HOUSE	
CONCRETE	
CONTROL BUILDING	
ENGINE CAT 773B ROCK TRUCK	652
OVERHAUL CAT 773B	652
MOTOR FOR VOLVO A25 ART TRK	663
RECONDITION & INSTL WHEEL	652
WASH SCREW PLANT	714
REPAIRS 7' NORDBERG CONE	
Komatsu PC300LC-8	733
Symons 7' S.H. Socket Repair	
TRANSFORMERS (3) 100, 750,750	
MINE FANS- 6 FANS	
GR JHP 2: PUMP MINE	
1R 5HP 2" PUMP MINE	
TWO 1R 7.5 HP 2" PUMPS MINE	
125HP 5" PIERLESS PUMP MINE	
150HP 6" PIERLESS PUMP MINE	
FUEL TANKS	
PUGMILL	
1971 DORSEY 40' FLAT TRAILER	HB200
AIR COMPRESSOR	625
GENIE S-60 TELESCOIC MANLIFT	658
BOB CAT LOADER	669
Hosty Pressurer Washer	701
BOBCAT 250 WELDER	707
GENIE BOOM	
SKYTRK VAR REACH FORKLIFT	723
HOSTY PRESSURE WASHER	724
Scales 7563 Custom	
SCALE HOUSE	
BIG 40G WELDER	
MILLER BIG 40G WELDER	531
SILVERJET WASHER	
1988 GMC	630

Lexington Quarry  
Equipment

JET WASHER	630	6-10-14
BOBCAT WELDER		
LORAIN LRT 275 HYDRAULIC CRANE	668	
1996 PETERBUILT	670	
1997 FORD F350	671	
1997 FORD F350	673	
1997 FREIGHTLINER	675	
12HP AIR COMPRESSOR		
STEEL TANK		
HOSTY PRESSURE WASHER	725	
JLG 600S BOOM	734	
MOTOROLA RADIO	MR BOONE	
2000 FORD F150	659	
2006 FORD F350	699	
1990 FORD F350	711	
1999 FREIGHTLINER	712	
1999 FORD F-450	713	
1994 FORD F-450	708	
2007 FORD F-150	720	
2007 FORD F-150	722	
2009 FORD F-350	721	
2012 GMC Yukon	A-19	
1983 International water truck	728	
2012 Toyota Tundra	729	
2012 Ford F-350	730	
2002 Ford F-150	732	
1983 INTERNATIONAL	735	
2015 GMC YUKON	A-19	
CRUSHING PLANT (RAP)		
STANDARD HAVENS BLACKTOP PLANT		
SILOS		
ILS BATCHING LOADOUT SYSTEM		
DELL COMPUTER FOR ILS SYSTEM		
DRUM REPLACEMENT		
VOLVO L150E WHEEL LOADER	689	
MILLER BOBCAT WELDER		
OIL BURNER FOR ASPHALT PLANT		
CASE 440 SKID STEER LOADER	715	
E400R WARM MIX DRUM		
CATERPILLAR 966H WHEEL LOADER	719	
Bins & Ductwork BT-5	Bins	
WEM4000 Pro Drum Plt Automation		
Relocate Asphalt Pump		
ASPHALT CONTAINMENT		
VARIABLE FEED DRIVE		
Heat Recovery System	60016	
PYCNOMETER WITH PUMP		
HAMMER & CRATE		
SPECIMEN EXTRACTOR		
SCALES FOR LAB		
EXTRACTOR		
BENCH OVEN		

Lexington Quarry  
Equipment  
6-10-14

SUPPLIES FOR LAB SETUP  
NCAT ASPHALT FURANCE  
GYRATORY COMPACTOR  
DELL 866 MHZ COMPUTER  
GF-12K, 12K SCALES  
TK840 MOBILE RADIO  
TK840 MOBILE RADIO  
TK840 MOBILE RADIO  
TK840 MOBILE RADIO  
TK840 MOBILE RADIO  
TK840 MOBILE RADIO  
TK840 MOBILE RADIO  
PORT FOR BLACKTOP PLANT  
TK840 MOBILE RADIO  
TK840 MOBILE RADIO  
TK840 MOBILE RADIO  
TK840 MOBILE LOADER  
INSTALLATION OF RADIO HARDWARE  
ANTENNA FOR AIRSHAFT  
WORK ON REPEATER  
TK840 MOBILE RADIO

LEXQ LAB  
  
MR BOONE  
SAM VAN  
SAM HAM  
547  
546  
SCALE  
  
BLTP PLT  
BLTP CON  
637  
BKPT LOA  
UNDERGRO  
  
JAWCRUSH

Allen Co  
Equipment

NAME	Equip #	06-10-14
HARTZELL MINE FAN	3	
#4 MINE PUMP	204	
TRAMAC CDB-60 BOOM	500	
BREAKER @ FEEDER	500	
JAW CRUSHER	501	
IMPACT W/400 HP MOTOR	502	
DINGS MODEL 55 MAGNET	503	
BENSHAW 600 HP STARTER	503	
TRAMAC BRH-470 HYD HAMMER	504	
WHEEL WASH	505	
AGGREGATE SCALE	506	
#1 CONE CRUSHER	510	
REBUILT SYMONS 4-1/4 LOWER #1	510	
Symons 4-1/4' Bowl Clamping & A	510	
#2 CONE CRUSHER W/200 HP MOTOR	511	
Symons 4-1/4' Bowl Clamping & A	511	
HAZEMAG IMPACTOR CRUSHER	514	
OVER HAUL #1 SCREEN	516	
#2 SCREEN	516	
#3 SCREEN	517	
AIR COMPRESSOR	526	
SCALPER SCREEN	530	
PUG MILL	536	
BINS & HOPPERS	537	
ELECTRICAL CTRL STATION	538	
JAW CRUSHER FEEDER	540	
SECO TYPE H WASH SCREEN	542	
#2 CONVEYOR 153'X36"	550	
FLUID BED DRYER	585	
DeDUSTER BAGHOUSE	586	
DeDUSTER BURNER	587	
WATER TRUCK	30915	
68" ANGLE BROOM		
CURB MOLD		
BLADE CONTROL SYSTEM		
KENCO GRAVEL BOX		
72" LOOSE MATERIAL BUCKET		
SCALING PICK		
GEITH BUCKET PC300 EXCAVATOR		
WERK-BRAU 54" BUCKET W/TEETH		
HENSLEY 48" BUCKET W/TEETH		
ESCO 28" BUCKET W/TEETH		
CF 36" BUCKET W/TEETH		
POWDR MONKEY & CRANE		
HEATC COIL HEATER		
24' LAB TRAILER		



Allen Co  
Equipment  
06-10-14

SIROCCO HALOGEN LIGHT  
SIROCCO HALOGEN LIGHT  
SIROCCO HALOGEN LIGHT  
MANHOLE BOXES  
24" TRENCH BOXES (2)  
HYPERTHERM PLASMA TORCH  
GEITH HF65 72" BUCKET  
CONCRETE FORMS  
BT PLANT SCALES  
HOT STORAGE BINS  
BARBER GREEN ASPHALT PLANT  
BT CONTROL HOUSE  
RAP CRUSHER  
DIGITAL INDICATOR  
RAP CRUSHER PHASE II  
COLD FEED BINS  
LAB BUILDING  
HOT OIL EXCHANGER  
ELECTRONIC FLOW MEASUREMENT  
ILS BATCHING SYSTEM  
REBUILD DRAG SLAT  
CONTAINMENT TANK  
DRYER  
COLD FEED BINS  
ROTARY MIXER  
GENTEC BINTOP TRANSFER CONVEYOR  
SPRAY SYS FOR CLEANING AGENT  
OIL BURNER FOR ASPHALT PLANT  
HEATER EXPANSION  
E400R WARM MIX DRUM  
WEM 4000 Pro Drum Plt Automatio  
VFD & INSTALLATION BAG HOUSE  
15000 LB VEHICLE LIFT  
TIRE CHANGER  
WHEEL BALANCER  
ATLAS COPCO 20 HP AIR COMPRESSO  
VIDEO SURVEILLANCE SYSTEM  
PAINT BOOTH @ CLAYS FERRY SHOP  
SIGNAL BOOSTER @ CLAYS FERRY  
2 2000 GAL ABOVE GROUND TANKS  
LEXINGTON SHOP FACILITY  
SILVER JET WASHER  
STIHL 028 CHAIN SAW  
WASTE OIL FURNACE  
PYCNOMETER VACCUM  
BENCH OVEN  
VACCUM PUMP

Allen Co  
Equipment  
06-10-14

3430 DENSITY GAUGE  
TROXLER DENSITY GAUGE  
3430 GAUGE W/ACC  
MINE VENT PIPE  
ELECTRICAL WIRING MINE  
17625 GALLON WATER TANK  
MINE SHOP VENTILATION  
BIO-DIESEL TANK  
STAIRWAY TO SECOND LEVEL  
CONSTRUCTION UTILITY FORKS 988G  
BIO FUEL TANK @ BBQ  
Stand Alone stairs for Dust trk  
SPARE DRIFTER FOR CANNON DRILLS  
ILS SCALE SYSTEM SOFTWARE  
JEFFERY FEEDERS & CONVEYOR  
CB Undergrd Control Trailer  
CB Outside Control Trailer  
STADMAN CRUSHER PLATFORM  
CONCRETE IMPROVEMENTS  
INSTALL & PROGRAM VFD PRIMARY  
CONTAINMENT TANK  
BIO-DIESEL TANK  
VENTILATION CLOVER BOTTOM  
RF Truck ID Software  
IC Impactor  
REBUILD 4-1/4 SYMONS CONE CRUSH #1 CONE  
REBUILT SYMONS 4-1/4 CONE CRUS #2 CONE  
MILLER AC WELDER @ BBQ  
2000 GALLON GAS TANK @ I-75  
2011 NISSAN ALTIMA A-03  
2014 CHEVROLET SILVERADO A-04  
2013 FORD EXPEDITION A-06  
2013 Ford Expedition A-07  
2012 JEEP CHEROKEE A-08  
2013 Toyota Avalon A-09  
2013 GMC Yukon A-11  
2012 JEEP CHEROKEE A-13  
2013 Ford Expedition A-14  
2013 Chevrolet Silverado A-15  
2011 CHEVY SILVERADO A-16  
2014 JEEP GRAND CHEROKEE A-18  
2013 CHEVOLET SILVERADO A-19  
2010 TOYOTA TUNDRA A-20  
2013 Chevrlt Traverse A-21  
2012 Toyota Tundra A-22  
PSI ARROW BOARD AB-285  
BEMIS SOLAR ARROW BOARD AB-386

Allen Co  
Equipment

Main Fan	BM-10	06-10-14
Electrical & Controls	BM-17	
Over Head Crane	BM-18	
Cup Line	BM-2	
#3 Finish Product Silo	BM-20	
Electric Motors	BM-21	
Raw Feed Silos	BM-3	
Bradley Mill	BM-5	
Classifier	BM-6	
Cyclone	BM-7	
Duct Work Dust System	BM-8	
Hauck Burner	BM-9	
BARRIER TONG AF238C	BT-2	
CEDARAPIDS ASPHALT PLANT	BT3	
VARIABLE FEED DRIVE	BT-3	
KENCO BARRIER TONGS	BT-337	
KENCO BARRIER TONGS	BT-376	
Belt Cleaning System C-1	C-1	
CATERPILLAR 825H COMPACTOR	C-269	
Belt Cleaning System C-30 30"	C-30	
CATERPILLAR 825H COMPACTOR	C-48	
CATERPILLAR 815F COMPACTOR	C-49	
Primary Control Room	CABIN	
STIHL CUT OFF SAW	CC-32	
STIHL CUT OFF SAW	CC-33	
CoreCut Walk Behind CC Saw	CC-553	
Walk Behind CC Saw	CC-554	
GEOPROBE TEST CORE DRILL	CD-33	
CATERPILLAR 365CL EXCAVATOR	CH-128	
KOMATSU PC400 EXCAVATOR	CH-159	
VOLVO EW 180B EXCAVATOR	CH-175	
KOMATSU PC300LC-71 EXCAVATOR	CH-179	
KOMATSU PC300LC-7	CH-191	
KOMATSU PC 308 EXCAVATOR	CH-192	
KOMATSU PC300LC-71	CH-197	
KOMATSU PC78MR EXCAVATOR	CH-212	
CATERPILLAR 345DL EXCAVATOR	CH-263	
CATERPILLAR 365CL EXCAVATOR	CH-271	
KOMATSU PC308 EXCAVATOR	CH-289	
KOMATSU PC308 USLC-3	CH-294	
KOMATSU PC300LC-8 EXCAVATOR	CH-327	
KOMATSU PC300LC8 EXCAVATOR	CH-368	
CATERPILLAR 330DL EXCAVATOR	CH-369	
Komatsu PC220 USLC Excavator	CH-472	
KOMATSU PC300LC-7EO	CH-483	
Komatsu PC88MR-8 Excavator	CH-490	
CATERPILLAR 330DL EXCAVATOR	CH-50	

Allen Co  
Equipment

Conveyor 7	Conv-7 06-10-14
Conveyor 8	Conv-8
Conveyor 9	Conv-9
KENCO CONCRETE PULVERIZER	CP-378
PEGSON 428 TRACKPACTOR	CR-1
CHIEFTAIN - 1400 TRK	CR-2
ETNYRE CHIP SPREADER	CS-32
Crushed Stone Base Bin	CSB Bin
CATERPILLAR D6H TRACTOR	CT-110
CATERPILLAR D6R XL DS	CT-138
CATERPILLAR D8T DOZER	CT-139
CATERPILLAR D8T DOZER	CT-140
CATERPILLAR D8R11 DOZER	CT-167
CATERPILLAR D8R DOZER	CT-177
SINGLE SHANK RIPPER ON CAT D8R	CT-177
RFEBUILD CAT 8R11	CT-177
DRESSER TD8H DOZER	CT-183
CATERPILLAR D8R11 DOZER	CT-186
CATERPILLAR D4G XL	CT-194
CATERPILLAR D8R11 DOZER	CT-196
ENGINE FOR D8R11	CT-196
KOMATSU D6 DOZER	CT-200
CATERPILLAR D8T DOZER	CT-270
CATERPILLAR D8 DOZER	CT-322
CATERPILLAR D6N DOZER	CT-520
CATERPILLAR D8T DOZER	CT-60
JD 650J DOZER	CT-61
CATERPILLAR D6RXL DOZER	CT-62
CATERPILLAR DR6XL DOZER	CT-65
M1 CORE DRILL W/4" BIT	D-17
COMBINATION CORE DRILL RIG	D-18
ETNYRE DISTRIBUTOR	D-98
GYRATORY COMPACTOR	DANVILLE
BUFFALO MEGA BLOWER	DB-417
Buffalo Turbo Blower	DB-429
Buffalo Turbo Blower	DB-446
Buffaol Turbo Blower	DB-447
DIESEL POWERED PORTABLE FAN	DDF-5
HUHN DISC MOWER	DM-528
2007 VOLVO TRI AXLE DUMP TRUCK	DT-801
2007 VOLVO TRI AXLE DUMP TRUCK	DT-802
2007 VOLVO VHD84B	DT-803
2007 VOLVO VHD84B	DT-804
2008 MACK CD713	DT-805
2006 MACK CD713	DT806
2013 MACK GU713	DT-807
2013 MACK GU713	DT-808

Allen Co  
Equipment  
06-10-14

HONDA 5000 GENERATOR	G-14
HONDA GENERATOR ON CORE DRILL	G-15
HONDA GENERATOR	G-16
HONDA GENERATOR	G-17
HONDA 3500 GENERATOR	G-17
HONDA 3500 GENERATOR	G-18
GENERAC 4000 GENERATOR	G-19
GENERAC 4000 GENERATOR	G-20
ROLLED CURB & GUTTER MOLD	GC-29
Chemgrout Grout Mix Pump	GMP-448
TRIMBLE GPS-234	GPS-234
TRIMBLE MACHINE CONTROL	GPS-24
TRIMBLE GPS EQUIPMENT	GPS-248
TRIMBLE GPS EQUIPMENT	GPS-250
TRIMBLE MOUNTED PG-36	GPS-251
TRIMBLE GPS EQUIP BASE UNIT #2	GPS-253
TRIMBLE GPS BASE UNIT #3	GPS-254
TRIMBLE GPS BASE UNIT #4	GPS-279
TRIMBLE GPS SYSTEM CT-270	GPS-280
TRIMBLE GPS SYSTEM CT-196	GPS-281
TRIMBLE GPS	GPS-286
TRIMBLE GPS ON PG-34	GPS-333
TRIMBLE GPS SURVEY	GPS-334
TRIMBLE GPS ON CT-332	GPS-335
TRIMBLE BASE CT200	GPS-411
Trimble GPS on PG-32	GPS-423T
Trimble GPS on PG-34	GPS-424
GPS CONTROL SYS CT-520	GPS-532
GPS CONTROL SYS CT-65	GPS-533
TRIMBLE GPS SURVEY SYS	GPS-540
TRIMBLE GPS SURVEY SYS	GPS-541
Grizzley Feeder	Griz
ROCKLAND GRAPPLE	GRP-04
GRAPPLE FOR EXCAVATOR 60"	GRP-227
ESCO RC6/7 THUMB	GRP-240
HD DEMOLITION GRAPPLE	GRP-300
Hazemag Crusher	Haze
MASSEY FERGUSON HAY BALER	HB-526
JOHN DEERE HAY BALER	HB-527
GALION 150F CRANE U	HC-2
LINKBELT RTC-805011 CRANE	HC-202
P & H OMEGA CRANE	HC-5
ATLAS COPCP EMC720 ROCK DRILL	HD-232
ATLAS COPCO EMC 720 DRILL	HD-233
INGERSOLL ECM660 DRILL	HD-236
ATLAS CAPCO ECM HYD ROCK DRILL	HD-398
FURUKAWA HCR900 DRILL	HD-43

Allen Co  
Equipment

TREDBED BLASTING UNIT	HT-162	06-10-14
2000 MACK	HT-163	
ENGINE 2000 MACK	HT-163	
1995 NAVISTAR INTL C&C	HT-164	
2002 FORD F650	HT-165	
2003 FREIGHTLINER	HT-166	
FLAT BED WITH HOIST	HT-166	
2002 INTERNATIONAL	HT-169	
2004 FORD F750 W/PWDR MONKEY/CR	HT-171	
2004 FORD F450 W/SERVICE BODY	HT-172	
2004 FORD F750	HT-173	
2004 FORD F650	HT-176	
2004 FORD F650	HT-178	
5005H FREIGHTLINER CRANE	HT-178	
2005 FREIGHTLINER	HT-179	
2005 FORD F-450 CB	HT-180	
KNAPHEID FLAT BED	HT-180	
12' STATIONARY PLATFORM	HT-181	
2005 FORD F46 CB	HT-181	
HEIL 10' STEEL DUMP BODY	HT-183	
2006 GMC TOPCLICK	HT-183	
HEIL 10' STEEL DUMP BODY	HT-184	
2006 GMC TOPKICK	HT-184	
2007 KENWORTH T-800	HT-192	
2007 KENWORTH T-800	HT-193	
2007 INTERNATIONAL W/OIL DIST	HT-194	
2006 GMC TOPKICK	HT-195	
1985 INTERNATIONAL	HT-22	
POWDER MONKEY	HT-22	
AUTO CRANE AIR COMPRESSOR	HT-22	
2008 CHEVROLET 4500	HT-239	
2008 CHEVROLET C5500	HT-246	
2010 KENWORTH - POWDERTRUCK	HT-256	
2008 FORD F-750	HT-282	
2006 PETERBILT	HT-304	
2010 FORD F-350	HT-305	
2010 DODGE RAM 3500	HT-321	
2006 MACK TRACTOR CD713	HT-350	
2007 CHEVY C70	HT-357	
DUMP BED	HT-358	
2012 FREIGHTLINER	HT-358	
2008 FORD F650	HT-359	
2000 GALLON WATER TANK	HT-359	
2010 FORD F650	HT-360	
2010 FORD F650	HT-361	
2011 FORD F450	HT-366	
2010 INTERNATIIONAL 7300	HT-371	

Allen Co  
Equipment  
06-10-14

1994 ROGERS 60 TON LOWBOY	LB-41
2007 TALBERT SSTA5053 TRAILER	LB-51
2007 TALBERT SSTA5053	LB-52
JOHN DEERE LAWN MOWER	LM-1
JOHN DEERE LAWN MOWER	LM-2
LIGHT PLANT	LP-10
LIGHT PLANT	LP-11
Ingersoll Rand Light Plant	LP-517
60' LONG REACH STICK	LR-174
2007 FORD F-150	LT-224
2008 CHEVROLET	LT-235
2008 CHEVROLET	LT-236
2008 CHEVROLET SILVERADO	LT-242
2008 CHEVROLET SILVERADO	LT-243
2008 CHEVROLET CK20903	LT-244
2008 CHEVROLET SILVERADO	LT-245
2010 TOYOTA TACOMA	LT-303
2006 FORD F-250	LT-31
2010 FORD F250	LT-312
2010 FORD F250	LT-313
2010 DODGE RAM 2500	LT-314
2003 FORD F250 PICKUP	LT-33
2010 DODGE RAM 2600	LT-339
2010 TOYOTA TUNDRA	LT-341
2010 FORD F-150	LT-353
2008 TOYOTA TRUCK	LT-355
2011 FORD F-250	LT-356
2011 FORD F-250	LT-363
2011 FORD F-250	LT-364
2011 FORD F-250	LT-365
2011 FORD F-350	LT-392
2012 DODGE RAM 2500 ST	LT-395
2012 DODGE 2500	LT-407
2010 CHEVROLET SILVERADO	LT-418
2012 Toyota Tundra	LT-425
2004 FORD F250	LT-43
2013 Ford F-250	LT-442
2013 Ford F-150	LT-443
2013 Chevrolet Silverado	LT-444
2013 Chevrolet Silverado	LT-445
2010 TOYOTA TUNDRA	LT-453
2013 Chevrolet Silverado	LT-454
2005 GMC 2500 SIERRA	LT-48
2013 Toyota Tacoma	LT-486
2013 Ford F-250	LT-487
2013 Ford F150	LT-501
2011 CHEVROLET EXT CAB	LT-508

Allen Co  
Equipment

ROTOR ASSEMBLY FOR IMPACTOR	ON 30502
OFFICE TRAILER	OS-9
GORMAN-RUPP 4" PUMP	P-11
GR 3D-8 PUMP N	P-13
GR 3D-8 PUMP N	P-14
CP 3H5 STONE TRASH PUMP	P-17
GORMAN RUPP 4" WATER PUMP	P-226
KOSHIN 4" PUMP	P-228
GORMAN-RUPP 6" WATER PUMP	P-230
KOSHIN 3" PUMP	P-25
KOSHIN 3" PUMP	P-266
YAMAHA 4" PUMP	P-28
GODWIN HEIDRA 4" PUMP	P-316
4" GORMAN RUPP WATER PUMP	P-323
TSURUMI 3" PUMP	P-367
Wacker 4" Pump	P-412
Koshine 3" Water Pump	P-491
Koshine 3" Water Pump	P-551
Koshine 3" Water Pump	P-552
PIRANHA P70 IRONWORKER	P-70
GOMACO CURB CADET	PC-3
POWER CURBER 5700	PC-31
CATERPILLAR 12G MTR GRADER	PG-17
CATERPILLAR 140G GRADER	PG-22
CATERPILLAR 140G GRADER	PG-24
CATERPILLAR 140H GRADER	PG-26
CATERPILLAR 12H GRADER	PG-30
CATERPILLAR 140H GRADER	PG-31
CATERPILLAR 1H4 GRADER	PG-32
DOZER BLADE	PG-33
CASE RG 80 PEANUT GRADER	PG-33
CATERPILLAR 140H GRADER	PG-34
CATERPILLAR 141H GRADER	PG-35
CATERPILLAR 14M GRADER	PG-36
TOPCON TP L4AV PIPE LASER	PL-10
TOPCON PIPE LASER	PL-11
TOPCON PIPE LASER	PL-12
TOPCON PIPE LASER	PL-13
TOP CON TP-L4AV PIPE LASER	PL-14
POWDER MONKEY	PM-1
DUETZ TIER FAN	PMF-241
PAINTER 360G	PNT-489
FERGUSON PNEUMATOC ROLLER	PR-50
POWERSCREEN POWERGRID	PS-01
PORTABLE STACKING CONVEYOR	PSC-399
PORTABLE TRUCK SCALES	PTS-410
ALKOTA PRESSURER WASHER	PW-213



Allen Co  
Equipment

	06-10-14
Caterpillar 420F St Backhoe	RL-492
Komastu WA500-7 Wheel loader	RL-502
CATERPILLAR 980K WHEEL LOADER	RL-515
CAT 988G WHEEL LOADER REBUILT	RL-522
JD 310SJ BACKHOE	RL-57
JD 310SJ BACKHOE	RL-58
KOMATSU W250 PT-5 TOOL LOADER	RL-66
CATERPILLAR 988B WHEEL LOADER	RL-67
NEW ENGINE FOR CAT 988B	RL-67
KOMATSU WA500-6 WHEEL LOADER	RL-82
CATERPILLAR 930G LOADER	RL-84
KOMATSU WA500-6 LOADER	RL-91
CASE 580K BACKHOE	RL-96
ROAD WIDENER SHOULDERING MACHIN	RW-381
CATERPILLAR 621F SCRAPER	S-111
CATERPILLAR 615C SCRAPER	S-136
CATERPILLAR 615 SCRAPER	S-185
CATERPILLAR 621G SCRAPER	S-75
CATERPILLAR 621G SCRAPER	S-76
ATLAS COPCO AIR COMPRESSOR	SAC -60
INSTALLATION COPCP AIR COMPRESS	SAC-60
FINN B-70 STRAWBLOWER	SB-22
Screen #1	SCN-1
Screen #2	SCN-2
Screen #3	SCN-3
Screen #4	SCN-4
BOBCAT SILT FENCE INSTALLER	SFI-229
Silo Sections	Silos
FAN ASSEMBLY	SKID FAN
SKYLIFT SCISSOR LIFT	SL-344
BARBER GREENE ROAD WIDENER	SM-5
CHESTER SHEEPSFOOT U	SR-12
HENSLEY COMPACTOR WHEEL	SR-58
TOPCON SONIC SENSOR SYSTEM	SS-18
JOHN DEERE SCRAPER TRACTOR	ST-10
HOT STORAGE SYSTEM	STD HAVE
20' STORAGE UNIT	SU-216
20' STORAGE UNIT	SU-217
8 X 10 STORAGE UNIT	SU-475
8 X 10 STORAGE UNIT	SU-476
8 X 10 STORAGE UNIT	SU-477
TRIMBLE SURVEY SYSTEM	SUSY505
1962 TRAILMOBILE U	T-10
TRAILMOBILE TRAILER	T-11
2006 INTERSTATE 50DTL TAG TRLR	T-20
HARROD 6 X 16 TAGALONG TRAILER	T-21
HURST TAG TRAILER	T-277

Allen Co  
Equipment  
06-10-14

TOOL TRAILER-U	V-32
TRAILER VAN 40'	V-34
1976 TOOL TRAILER - USED	V-35
1980 TOOL TRAILER - USED	V-36
1995 DORSEY TRAILER	V-537
1995 DORSEY TRAILER	V-538
VACUUM EXCAVATOR	VE-514
INSTANTEL SEISMOGRAPH	VM-6
INSTANTEL MINIMATE EXTERNAL GEO	VM-7
USED VIBATOR PLATE AW-750	VP-01
HAMM DD ROLLER	VR-298
HAMM DD ROLLER	VR-299
HAMM HD 12VV DD VIB ROLLER	VR-402
Hamm HD 1244 Roller	VR-437
Caterpillar CB54XW DD Roller	VR-441
CATERPILLAR CB54 ROLLER	VR-518
CATERPILLAR CD54 ROLLER	VR-519
INGERSOLL RAND SD100D ROLLER	VR-57
INGERSOLL RAND DD90 VIB ROLLER	VR-61
CATERPILLAR COMPACTOR CS-563D	VR-64
INGERSOLL RAND COMPACTOR	VR-65
CATERPILLAR CS563 E ROLLER	VR-66
INGERSOLL RAND DD-118 HA ROLLER	VR-67
INGERSOLL RAND DD-118 HA ROLLER	VR-68
INGERSOLL RAND DD118HA COMPACTO	VR-69
LINCOLN WELDER	W-14
MILLER BOBCAT 250 WELDER	W-170
MILLER BOBCAT WELDER	W-283
MILLER BOBCAT WELDER	W-82
Wash Screen	Wash
WASH SCREEN SYSTEM	Wash Scr
TRAILBLAZER WELDER	WD-203
TRAILBLAZER 302 DIESEL WELDER	WD-208
MILLER WELDER	WD-219
MILLER AIR PAK 400 WELDER	WD-258
MILLER BOBCAT WELDER	WD-259
TRAILBLAZER WELDER	WD-352
MILLER BOBCAT 250 W WELDER	WD-450
BIG BLUE 400C WELDER	WD-523
MILLER BOBCAT WELDER	WD-524
5000 GAL WATER TANK	WW-16
1991 CAPACITY TRUCK	YT-28



2. LFUCG MBE/WBE PARTICIPATION FORM

Bid/RFP/Quote Reference # 101-2014

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

MBE/WBE Company, Name, Address, Phone, Email	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1. <i>Big Meadow Dirt Co. 219 Industrial Dr. P.O. Box 2099 Wlasgow Ky 42141</i>	<i>Furnish/haul liquid asphalt</i>	<i>106621.10 x 6090 = 63972.66</i>	<i>11.80%</i>
2. <i>Pro-Mark P.O. Box 1421 Mt. Sterling, Ky 40353</i>	<i>Pavement Markings</i>	<i>37746.89</i>	<i>6.96%</i>
3.			
4.			

The undersigned company representative submits the above list of MBE/WBE 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.

Lexington Quarry Company  
Company

6-12-14

WR Beam  
Company Representative

Partner Representative



4. MBE/WBE QUOTE SUMMARY FORM

Bid/RFP/Quote Reference # 101-2014

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

Company Name <u>Lexington Quarry Company</u>	Contact Person <u>Kris Mullins</u>
Address/Phone/Email <u>3009 DTKINSON DR Suite 300 Lexington Ky 40509</u>	Bid Package / Bid Date <u>101-2014 Southland Dr. Bike Lanes 6-12-14</u>

MBE/WBE Company Address	Contact Person	Contact Information (work phone, Email, cell)	Date Contacted	Services to be performed	Method of Communication (email, phone meeting, ad, event etc)	Total dollars \$\$ Do Not Leave Blank (Attach Documentation)	MBE * AA HA AS NA Female
<u>N. H. Stone Inc. Sharpsburg, KY</u>	<u>WIKI CUNY</u>	<u>(606) 247-2311</u>	<u>6-11-14</u>	<u>seeding Fencing</u>	<u>e-mail</u>	<u>10374.66</u>	<u>PBE</u>

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

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

Lexington Quarry Company  
Company

WR Beam  
Company Representative

6-12-14  
Date

Partner Representative  
Title

CERTIFICATE NO.

B 2014  
03357



# Certificate of Eligibility

ISSUED BY

COMMONWEALTH OF KENTUCKY  
TRANSPORTATION CABINET

*This Certifies that* BOURNE-CLARK CONSTRUCTION LLC

2070 WINCHESTER ROAD  
MOUNT STERLING KY 40353

is hereby qualified to accept a contract or subcontract on projects of the Department of Highways for such a period as uncompleted work under prime contract at any time does not exceed the aggregate amount of \$700,000. This certificate which expires December 31, 2014 is subject to revision or revocation, and is extended to 120 days from this expiration date. An application for renewal of this certificate must be filed within ninety days after the above date.

## TYPES OF WORK

- F SIGNS
- 105 FENCING
- 112 SIDEWALK
- 114 PAVED DITCH

- 104 GUARD RAILS
- 106 SEEDING AND SODDING
- 113 ENTRANCE PAVEMENT

DATE ISSUED:

April 15, 2014

BY

STATE HIGHWAY ENGINEER  
DEPARTMENT OF HIGHWAYS



# Certificate of Eligibility

YC 14 - 2  
Rev. 2/05  
CERTIFICATE NO.

B 2014  
02480

ISSUED BY  
COMMONWEALTH OF KENTUCKY  
TRANSPORTATION CABINET

This Certifies that PRO-MARK INC  
PO BOX 1421  
MOUNT STERLING KY 40353

is hereby qualified to accept a contract or subcontract on projects of the Department of Highways for such a period as uncompleted work under prime contract at any time does not exceed the aggregate amount of \$900,000. This certificate which expires December 31, 2014 is subject to revision or revocation, and is extended to 120 days from this expiration date. An application for renewal of this certificate must be filed within ninety days after the above date.

## TYPES OF WORK

B1 PAVEMENT STRIPING

B2 PAVEMENT MARKERS

DATE ISSUED:

March 26, 2014

BY

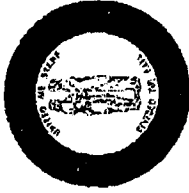
STATE HIGHWAY ENGINEER  
DEPARTMENT OF HIGHWAYS

Mike W. Hancock, P.E.  
Secretary

Kentucky Transportation Cabinet

Steven L. Beshar  
Governor

# COMMONWEALTH OF KENTUCKY



## Transportation Cabinet

certifies that

PRO-MARK, INC.

2181 Stepstone Road, Mt. Sterling, KY 40353

*has met all eligibility requirements  
to participate in the  
Disadvantaged Business Enterprise Program*

This certificate is issued pursuant to 49 CFR Part 26 and is subject to suspension or revocation.

August 30, 2014

Renewal Date

DBE Liaison Officer



Steven L. Henshaw  
Governor

Mike W. Hamrick, P.E.  
Secretary  
Kentucky Transportation Cabinet

# COMMONWEALTH OF KENTUCKY



Transportation Cabinet  
certifies that

BIG MEADOW OIL, INC.

219 Industrial Drive, Glasgow, KY 42701

has met all eligibility requirements  
to participate in the  
Disadvantaged Business Enterprise Program

This certificate is issued pursuant to 403 KAR 26 and is subject to the terms and conditions set forth therein.

January 30, 2015

Renewal Date

A handwritten signature in black ink, appearing to be "J. R. ...", written over a horizontal line.

DBE Liaison Officer





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# Bid Bond

---

KNOW ALL MEN BY THESE PRESENTS, that we

**Lexington Quarry Company**

as Principal, hereinafter call the Principal, and

**Hartford Fire Insurance Company**

A corporation duly organized under laws of the State of Connecticut  
As Surety, hereinafter called the Surety, are held and firmly bound unto

**Lexington-Fayette Urban County Government**

as Obligee, hereinafter called the Obligee, in the sum of

**Five Percent of the Amount Bid**

**5% of the  
Dollars (\$ Amount Bid),**

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

WHEREAS, the Principal has Submitted a bid for

**Southland Drive Bike Lanes Project**

NOW, THEREFORE, if the Obligee shall accept the bid of Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this **12th** day of **June, 2014**

Mandie Van Worman  
(witness)

Mary Crouch  
(witness)

Lexington Quarry Company  
(Principal) (Seal)  
Jason B. Gabbard Partner  
(Title) Partner Rep

Hartford Fire Insurance Company  
(Surety) (Seal)  
Kim Watson  
Kim Watson (Title) Attorney-In-Fact

# POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD

BOND, T-4

One Hartford Plaza

Hartford, Connecticut 06155

call: 888-266-3488 or fax: 860-757-5835

Agency Code: 14-732355

KNOW ALL PERSONS BY THESE PRESENTS THAT:

- Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
- Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, up to the amount of unlimited:

*Kim Watson, John W. Hampton, Russell Griffith, Tina Carpenter of Lexington KY, Theresa S. Stump of Roanoke VA, Robert M. Coon of Greensboro NC, Lindsey M. DeJarnette of Lynchburg VA*

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by , and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on August 1, 2009 the Companies have caused these presents to be signed by its Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



*Wesley W. Cowling*

Wesley W. Cowling, Assistant Secretary

*M. Ross Fisher*

M. Ross Fisher, Vice President

STATE OF CONNECTICUT }  
 COUNTY OF HARTFORD } ss. Hartford

On this 12<sup>th</sup> day of July, 2012, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



CERTIFICATE

*Kathleen T. Maynard*  
 Kathleen T. Maynard  
 Notary Public  
 My Commission Expires July 31, 2016

I, the undersigned, Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of June 12, 2014.  
 Signed and sealed at the City of Hartford.



*Gary W. Stumper*

Gary W. Stumper, Vice President

## 22. REQUIRED SUBMITTALS

### BID SUBMITTAL DOCUMENT CHECKLIST

The following documents are required to be completed and included in bid submittal package. This checklist shall be included with bid submittal. Failure to properly provide all required information may result in bid being deemed as non-responsive.

#### INCLUDED IN PART III:

- BID SUBMITTAL DOCUMENT CHECKLIST
- FORM OF PROPOSAL
- LEGAL STATUS OF BIDDER
- NON-COLLUSION CERTIFICATION
- CERTIFICATION OF ORGANIZATION(S)
- CERTIFICATION OF PERFORMANCE
- CERTIFICATION FOR FEDERAL-AID CONTRACT
- KY TRANSPORTATION CABINET – DISADVANTAGED BUSINESS PROVISIONS
- CERTIFICATION OF BID PROPOSAL /DBE (DBE percentage required on this form)
- DBE SUB-CONTRACTOR BIDDERS LIST
- REQUIRED AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS
- BID SCHEDULE
- STATEMENT OF BIDDER'S QUALIFICATIONS
- STATEMENT OF EXPERIENCE
- LIST OF PROPOSED CONTRACTORS
- LIST OF MATERIALS/EQUIPMENT/SUPPLIERS
- LFUCG DBE PARTICIPATION FORM
- LFUCG DBE BID QUOTE SUMMARY FORM
- AUTHENTICATION OF BID AND STATEMENT OF NON-COLLUSION AND NON-CONFLICT OF INTEREST
- EQUAL OPPORTUNITY AGREEMENT
- EVIDENCE OF INSURABILITY
- DEBARMENT CERTIFICATE

#### PROVIDED BY BIDDER:

- BID BOND
- PROOF OF INSURANCE
- GENERAL CONTRACTOR KYTC PREQUALIFICATION DOCUMENTS
- ALL SUBCONTRACTOR KYTC PREQUALIFICATION DOCUMENTS
- DBE SUBCONTRACTOR KYTC DBE CERTIFICATE
- DBE SUBCONTRACTOR KYTC PREQUALIFICATION CERTIFICATE

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

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## PART IV

### GENERAL CONDITIONS

#### 1. DEFINITIONS

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

##### 1.1 Addenda

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

##### 1.2 Agreement

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

##### 1.3 Application for Payment

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

##### 1.4 Bid

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

##### 1.5 Bidder

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

##### 1.6 Bonds

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

##### 1.7 Calendar Day

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

##### 1.8 Change Order

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

**1.9 Contract Documents**

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

**1.10 Contract Unit Price**

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

**1.11 Contract Time**

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

**1.12 CONTRACTOR**

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

**1.13 Defective**

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

**1.13 Drawings**

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

**1.15 Effective Date of the Agreement**

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

**1.16 ENGINEER**

The authorized representative of the responsible division within the Lexington-Fayette Urban County Government.

**1.17 Field Order**

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

**1.18 Giving Notice**

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

**1.19 Laws and Regulations**

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

**1.20 Notice of Award**

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

**1.21 Notice to Proceed**

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

**1.22 OWNER**

The Lexington-Fayette Urban County Government.

**1.23 Partial Utilization**

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

**1.24 Project**

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

**1.25 Inspector**

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

**1.26 Shop Drawings**

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

diagrams and other information prepared by a Supplier and submitted by CONTRACTOR to illustrate material or equipment for some portion of the Work.

**1.27 Specifications**

Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto.

**1.28 Standard Specifications**

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

**1.29 Subcontractor**

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

**1.30 Special Conditions**

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

**1.31 Supplier**

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

**1.32 Underground Facilities**

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

**1.33 Unit Price Work**

Work to be paid for on the basis of unit prices.

**1.34 Work**

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

**1.35 Time Period**

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

## **2. PRELIMINARY MATTERS**

### **2.1 Delivery of Bonds**

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

### **2.2 Copies of Documents**

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

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

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

### **2.4 Starting the Project**

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

### **2.5 Before Starting Construction**

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

### **2.6 Submittal of Schedules**

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

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

**2.6.2** a preliminary schedule of Shop Drawing submissions; and

**2.6.3** a preliminary schedule of values for all of the Work which will include quantities and prices of items aggregating the Contract Price and will subdivide the Work into component parts in sufficient detail to serve as the basis for progress payments during construction. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work which will be confirmed in writing by CONTRACTOR at the time of submission.

**2.7 Preconstruction Conference**

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

**2.8 Finalizing Schedules**

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

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

**3.1 General**

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

### **3.2 Intent**

It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any Work, materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result will be supplied whether or not specifically called for. When words which have a well-known technical or trade meaning are used to describe Work, materials or equipment such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the laws or regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code or laws or regulations in effect at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall be effective to change the duties and responsibilities of OWNER, CONTRACTOR or ENGINEER, or any of their consultants, agents or employees from those set forth in the Contract Documents, nor shall it be effective to assign to ENGINEER, or any of ENGINEER'S consultants, agents or employees, any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of paragraph 8.12.3 or 8.12.4. Clarifications and interpretations of the Contract Documents shall be issued by ENGINEER as provided in paragraph 8.4.

### **3.3 Conflicts**

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

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

1. Agreement
2. Field and Change Orders
3. Addenda
4. Special Conditions
5. Instruction to Bidders
6. General Conditions
7. Specifications 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 ENGINEER; and they shall not reuse any of them on extensions of the Project or any other project without written consent of OWNER and ENGINEER and specific written verification or adaptation by ENGINEER.

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

**4.1 Availability of Lands**

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

**4.2 Physical Conditions**

**4.2.1 Explorations and Reports**

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



4.2.2 Existing Structures

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

4.2.3 Report of Differing Conditions

If CONTRACTOR believes that:

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

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

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

4.2.4 ENGINEER'S Review

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

4.2.5 Possible Document Change

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

4.2.6 Possible Price and Time Adjustments

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

### 4.3 Physical Conditions-Underground Facilities

#### 4.3.1 Shown or Indicated

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

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

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

#### 4.3.2 Not Shown or Indicated

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

### 4.4 Reference Points

OWNER shall provide engineering surveys to establish reference points for construction which in ENGINEER'S judgment are necessary to enable CONTRACTOR to proceed with the Work. CONTRACTOR shall be responsible for laying out the Work (unless otherwise specified), shall protect and preserve the established reference points and shall make no changes or relocations without the prior written approval of OWNER. CONTRACTOR shall report to ENGINEER

whenever any reference point is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points by a Registered Land Surveyor.

## **5. CONTRACTOR'S RESPONSIBILITIES**

### **5.1 Supervision**

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

### **5.2 Superintendence**

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

### **5.3 Labor**

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

### **5.4 Start-Up and Completion of Work**

Unless otherwise specified, CONTRACTOR shall furnish and assume full responsibility for all materials, equipment, labor, transportation, construction

equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities and all other facilities and incidentals necessary for the furnishing, performance, testing, start-up and completion of the Work.

## **5.5 Materials and Equipment**

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

### **5.5.1 Not Clearly Specified or Indicated**

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

### **5.5.2 Coordination of Work**

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

## **5.6 Adjusting Progress Schedule**

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

## 5.7 Substitutes or "Or-Equal" Items

### 5.7.1 General

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

### 5.7.2 Substitutes

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

equivalent to that indicated or required by the Contract Documents. The procedure for review by OWNER/ENGINEER will be similar to that provided in paragraph 5.7.1 as applied by OWNER/ENGINEER.

5.7.3 OWNER/ENGINEER'S Approval

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

**5.8 Subcontractors, Suppliers, and Others**

5.8.1 Acceptable to ENGINEER

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

5.8.2 Objection After Due Investigation

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

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

5.8.3 Contractor Responsible for Acts of Subcontractors

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

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

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

5.8.4 Division of Specifications

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

5.8.5 Agreement Between Contractor and Subcontractors

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

5.8.6 Statements and Comments by CONTRACTOR

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

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

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

**5.9 Patent Fees and Royalties**

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

**5.10 Permits**

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

**5.11 Laws and Regulations**

5.11.1 CONTRACTOR to Comply

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



5.11.2 Specifications and Drawings at Variance

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

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 ENGINEER by any such owner or occupant because of the performance of the Work, CONTRACTOR shall promptly attempt to settle with such other party by agreement or otherwise resolve the claim by arbitration or at law. CONTRACTOR shall, to the fullest extent permitted by Laws and Regulations, indemnify and hold OWNER and ENGINEER harmless from and against all claims, damages,

losses and expenses (including, but not limited to, fees of engineers, architects, attorneys and other professionals and court and arbitration costs) arising directly, indirectly or consequentially out of any action, legal or equitable, brought by any such other party against OWNER or ENGINEER to the extent based on a claim arising out of CONTRACTOR'S performance of the Work.

**5.13.2 Clean UP**

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

**5.13.1 Loading of Structures**

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

**5.14 Record Drawings**

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

**5.15 Shop Drawings and Samples**

**5.15.1 Shop Drawing Submittals**

After checking and verifying all field measurements and after complying with applicable procedures specified, CONTRACTOR shall submit to ENGINEER for review and approval in accordance with the accepted schedule of Shop Drawing submissions (see paragraph 2.8), or for other appropriate action if so indicated in the Special Conditions, 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

ENGINEER may require. The data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials and similar data to enable ENGINEER to review the information as required.

5.15.2 Sample Submittals

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

5.15.3 Review by CONTRACTOR

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

5.15.4 Notice of Variation

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

5.15.5 ENGINEER'S Approval

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

revisions other than the corrections called for by ENGINEER on previous submittals.

5.15.6 Responsibility for Errors and Omissions

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

5.15.7 Cost of Related Work

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

**5.16 Continuing the Work**

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

**5.17 Erosion and Sediment Control**

5.17.1 General Environmental Requirements

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

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

5.17.2 Stormwater Pollution Prevention

A. The CONTRACTOR shall exercise due care to prevent or minimize any damage to any stream or wetland from pollution by debris, sediment or other material. The operation of equipment and/or materials in a jurisdictional wetland is expressly prohibited. Water that has been used

for washing or processing, or that contains oils, sediments or other pollutants shall not be discharged from the job site. Such waters shall be collected and properly disposed of by the CONTRACTOR in accordance with applicable local, state and federal law.

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

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

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

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

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

6. **OTHER WORK**

6.1 **Related Work at Site**

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

6.2 **Other Contractors or Utility Owners**

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

6.3 **Delays Caused by Others**

If any part of CONTRACTOR'S Work depends for proper execution or results upon the work of any such other contractor or utility owner (or OWNER), CONTRACTOR shall inspect and promptly report to ENGINEER in writing any delays, defects or deficiencies in such work that render it unavailable or unsuitable for such proper execution and results. CONTRACTOR'S failure 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 ENGINEER.

### 7.2 Data and Payments

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

### 7.3 Lands, Easements, and Surveys

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

### 7.4 Change Orders

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

### 7.5 Inspections, Tests and Approvals

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

### 7.6 Stop or Suspend Work

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

## 8. ENGINEER'S STATUS DURING CONSTRUCTION

### 8.1 OWNER'S Representative

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

### 8.2 Visits to Site

ENGINEER will make visits to the site at intervals appropriate to the various stages of construction to observe the progress and quality of the executed Work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. ENGINEER will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. ENGINEER'S efforts will be directed toward providing for OWNER a greater

degree of confidence that the completed Work will conform to the Contract Documents. On the basis of such visits and on-site observations, ENGINEER will keep OWNER informed of the progress of the Work and will endeavor to guard OWNER against defects and deficiencies in the Work.

**8.3 Project Representation**

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

**8.4 Clarifications and Interpretations**

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

**8.5 Authorized Variations in Work**

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

**8.6 Rejecting Defective Work**

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

**8.7 Shop Drawings**

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

**8.8 Change Orders**

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

**8.9 Payments**

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



**8.10 Determinations for Unit Prices**

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

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

**8.11 Decision on Disputes**

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

**8.12 Limitations on Engineer's Responsibilities**

**8.12.1 CONTRACTOR, Supplier, or Surety**

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

**8.12.2 To Evaluate the Work**

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

8.12.3 CONTRACTOR'S Means, Methods, Etc.

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

8.12.4 Acts of Omissions of CONTRACTOR

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

9. **CHANGES IN THE WORK**

9.1 **OWNER May Order Change**

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

9.2 **Claims**

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

9.3 **Work Not in Contract Documents**

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

9.4 **Change Orders**

OWNER and CONTRACTOR shall execute appropriate Change Orders covering:

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

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

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

**9.5 Notice of Change**

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

**10. CHANGE OF CONTRACT PRICE**

**10.1 Total Compensation**

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

**10.2 Claim for Increase or Decrease in Price**

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

**10.3 Value of Work**

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

**10.3.1 Unit Prices**

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

10.3.2 Lump Sum

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

10.3.3 Cost Plus Fee

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

**10.4 Cost of the Work**

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

10.4.1 Payroll Costs

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

10.4.2 Materials and Equipment Costs

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

#### 10.4.3 Subcontractor Costs

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

#### 10.4.4 Special Consultant Costs

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

#### 10.4.5 Supplemental Costs

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

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

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

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

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

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

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

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

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

**10.5 Not to Be Included in Cost of the Work**

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

10.5.1 Costs of Officers and Executives

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

10.5.2 Principal Office

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

10.5.3 Capital Expense

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

10.5.4 Bonds and Insurance

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

10.5.5 Costs Due to Negligence

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

10.5.6 Other Costs

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

**10.6 Contractor's Fee**

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

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

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

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

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

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

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

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

**10.7 Itemized Cost Breakdown**

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

**10.8 Cash Allowances**

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

10.8.1 Materials and Equipment

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

10.8.2 Other Costs

CONTRACTOR'S costs for unloading and handling on the site, labor, installation costs, overhead, profit and other expenses contemplated for the allowances have been included in the Contract Price and not in the



allowances. No demand for additional payment on account of any thereof will be valid.

**10.8.3 Change Order**

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

**10.9 Unit Price Work**

**10.9.1 General**

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

**10.9.2 Overhead and Profit**

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

**10.9.3 Claim for Increase in Unit Price**

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

**11. CHANGE OF CONTRACT TIME**

**11.1 Change Order**

The Contract Time may only be changed by a Change Order. Any claim for an extension or shortening of the Contract Time shall be based on written notice delivered to ENGINEER promptly (but in no event later than thirty days) after the occurrence of the event giving rise to the claim and stating the general nature of the claim. Notice of the extent of the claim with supporting data shall be

delivered within sixty days after such occurrence (unless ENGINEER allows an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by the claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant has reason to believe it is entitled as a result of the occurrence of said event. All claims for adjustment in the Contract Time shall be determined by ENGINEER in accordance with paragraph 8.11. No claim for an adjustment in the Contract Time will be valid if not submitted in accordance with the requirements of this paragraph 11.1.

**11.2 Justification for Time Extensions**

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

**11.3 Time Limits**

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

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

**12.1 Warranty and Guarantee**

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

**12.2 Access to Work**

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

**12.3 Tests and Inspections**

**12.3.1 Timely Notice**

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

**12.3.2 Requirements and Responsibilities**

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

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

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

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

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

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

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

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

#### 12.3.4 Covered Work

If any Work (including the work of others) that is to be inspected, tested or approved is covered without written concurrence of ENGINEER, it must, if requested by ENGINEER, be uncovered for observation. Such uncovering shall be at CONTRACTOR'S expense unless CONTRACTOR has given ENGINEER timely notice of CONTRACTOR'S intention to cover the same

and ENGINEER has not acted with reasonable promptness in response to such notice.

**12.3.5 CONTRACTOR'S Obligation**

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

**12.4 OWNER May Stop the Work**

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

**12.5 Correction or Removal of Defective Work**

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

**12.6 One Year Correction Period**

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

**12.7 Acceptance of Defective Work**

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

**12.8 OWNER May Correct Defective Work**

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

**13. PAYMENTS TO CONTRACTOR AND COMPLETION**

**13.1 Schedule of Values**

The schedule of values established as provided in paragraph 2.8 will serve as the basis for progress payments and will be incorporated into a form of Application for

Payment acceptable to ENGINEER. Progress payments on account of Unit Price Work will be based on the number of units completed.

**13.2 Application for Progress Payment**

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

**13.3 CONTRACTOR'S Warranty of Title**

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

## **13.4 Review of Applications for Progress Payment**

### **13.4.1 Submission of Application for Payment**

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

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

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

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

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

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

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

## **13.5 Partial Utilization**

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

**13.6 Final Inspection**

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

**13.7 Final Application for Payment**

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

**13.8 Final Payment and Acceptance**

**13.8.1 ENGINEER'S Approval**

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



recommend final payment, in which case CONTRACTOR shall make the necessary corrections and resubmit the Application.

13.8.2 Delay in Completion of Work

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

**13.9 CONTRACTOR'S Continuing Obligation**

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

**13.10 Waiver of Claims**

The making and acceptance of final payment will constitute:

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

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

**14. SUSPENSION OF WORK AND TERMINATION**

**14.1 OWNER May Suspend Work**

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

**14.2 OWNER May Terminate**

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

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

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

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

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

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

**14.2.6** if CONTRACTOR persistently fails to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment

or failure to adhere to the progress schedule established under paragraph 2.8 as revised from time to time);

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

**14.2.8** if CONTRACTOR disregards the authority of ENGINEER, or

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

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

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

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

**14.2.12** This contract may be canceled by the Lexington-Fayette Urban County Government if it is determined that the Bidder has failed to perform under

the terms of this agreement, such cancellation to be effective upon receipt of written notice of cancellation by the Bidder.

**14.3 CONTRACTOR'S Services Terminated**

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

**14.4 Payment After Termination**

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

**14.5 CONTRACTOR May Stop Work or Terminate**

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

**15. MISCELLANEOUS**

**15.1 Claims for Injury or Damage**

Should OWNER or CONTRACTOR suffer injury or damage to person or property because of any error, omission or act of the other party or of any of the other party's employees or agents or others for whose acts the other party is legally liable, claim will be made in writing to the other party within a reasonable time of the first observance of such injury or damage. The provisions of this paragraph 15.1 shall

not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitations or repose.

**15.2 Non-Discrimination in Employment**

The CONTRACTOR shall comply with the following requirements prohibiting discrimination:

**15.2.1** That no person (as defined in KRS 344.010) shall bid on Lexington-Fayette Urban County Government construction projects, or bid to furnish materials or supplies to the Lexington-Fayette Urban County Government, if, within six months prior to the time of opening of bids, said person shall have been found, by 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 ENGINEER at least 72 hours prior to making any temporary street closing or blockage. This will permit orderly notification to all concerned public agencies. Specific details and restrictions on street closure or blockage are contained in the Special Conditions.

**15.4 Percentage of Work Performed by prime CONTRACTOR**

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

**15.5 Clean-up**

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

**15.6 General**

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

**15.7 Debris Disposal**

For all LFUCG projects any trash, construction demolition debris, yard waste, dirt or debris of any kind that is removed from the project site must be disposed of in accordance with local, state, and federal regulations. The disposal site or facility

must be approved in advance by the LFUCG and disposal documentation is required. The Contractor will be responsible for payment of any fines associated with improper disposal of material removed from the project site.

END OF SECTION

PART V  
SPECIAL CONDITIONS

INDEX

- 1 REQUIRED RISK MANAGEMENT PROVISIONS
- 2 FEDERAL AND STATE WAGE SCALES
- 3 BLASTING & BURNING
- 4 LABOR/EQUAL EMPLOYMENT OPPORTUNITY
- 5 FAILURE TO COMPLETE WORK ON TIME
- 6 KYTC PRE-QUALIFICATION REQUIRED AT TIME OF BID OPENING
- 7 KY DIVISION OF WATER/EPA PERMITS
8. PAYMENT FOR COST OF PERFORMANCE AND PAYMENT BONDS ON  
CAPITAL PROJECTS
9. SPECIAL NOTES FOR UTILITY CLEARANCE



# 1. REQUIRED RISK MANAGEMENT PROVISIONS

## 1.1 GENERAL

The CONTRACTOR understands and agrees that the Risk Management Provisions of this Contract define the responsibilities of the CONTRACTOR to the OWNER.

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

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

## 1.2 INDEMNIFICATION AND HOLD HARMLESS PROVISION

CONTRACTOR agrees to defend, indemnify, and hold harmless OWNER from any and all losses or claims of whatever kind that are in any way incidental to or connected with or that arise or are alleged to have arisen, directly or indirectly, in whole or in part from the execution, performance or breach of this Contract by CONTRACTOR, including out of any environmental problems, including, without limitation, soil and/or water contamination, and remedial investigations and feasibility studies thereof. This indemnity agreement shall survive the termination of this contract.

For purposes of this Indemnity Provision:

- a. The word "defend" includes, but is not limited to, investigating, handling, responding to, resisting, providing a defense for, and defending claims, at CONTRACTOR'S expenses, using attorneys approved in writing by OWNER, which approval shall not be unreasonably withheld.
- b. The word "claims" includes, but is not limited to, claims, demands, liens, suits, notices of violation from Governmental agencies and other causes of action of whatever kind.
- c. The word "losses" includes, but is not limited to, claims, liens, demands, causes of action, judgments, penalties, interest, court costs, legal fees, and litigation expenses that arise or are incurred as a result of personal injury, bodily injury or death or property damage, and liability arising under the Comprehensive Environmental Response Compensation and Liability Act (CERCLA) and the Resource

Conservation and Recovery Act (RCRA), or any Federal, State, or Local law, regulation or ordinance.

**1.3 Right of Owner to Review, Audit, and Inspect**

OWNER shall have the right to examine and inspect the job sites at any time during reasonable business hours. OWNER reserves the right to have its own engineers inspect the job sites for environmental compliance, but such right shall in no event relieve CONTRACTOR of its obligations hereunder necessary to insure that any soil and/or water contamination is completely removed.

**1.4 FINANCIAL RESPONSIBILITY**

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

**1.5 INSURANCE REQUIREMENTS**

**BIDDERS' ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW, AS BIDDERS MUST CONFER WITH THEIR RESPECTIVE INSURANCE AGENTS, BROKERS, OR CARRIERS TO DETERMINE IN ADVANCE OF BID SUBMISSION THE AVAILABILITY OF THE INSURANCE COVERAGE AND ENDORSEMENTS REQUIRED HEREIN. THE "EVIDENCE OF INSURABILITY" FORM AT THE END OF PART III IS TO BE COMPLETED, SIGNED, AND SUBMITTED ALONG WITH THE BID.**

**1.5.1 Required Insurance Coverages**

CONTRACTOR shall procure and maintain for the duration of the Contract insurance 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 the CONTRACTOR. The cost of such insurance shall be included in the CONTRACTOR'S bid, and shall include as a minimum the following:

**1.5.1.1 Commercial General Liability Insurance providing coverage at least as broad as Insurance Services Office Form CG-0001 (07/98) with:**

- a. Combination of primary and umbrella coverage limits of not less than \$1,000,000 per occurrence and a \$2,000,000 aggregate for bodily injury and property damage.

- b. Products-Completed Operation Liability coverage should be included.
- c. Explosion-Collapse-Underground (XCU) coverage should be included.
- d. "The Lexington-Fayette Urban County Government, its elected and appointed officials, employees, agents, Boards, consultants, assigns, volunteers and successors in interest", should be additional insureds.
- e. Coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, to Lexington-Fayette Urban County Government, Division of Risk Management, 200 East Main Street, 9<sup>th</sup> floor, Lexington, KY 40507.

1.5.1.2 Commercial Automobile Liability Insurance providing coverage at least as broad as Insurance Service Office Form Number CA 0001 (07/97), code 1 "any auto" with:

- a. Combined Single Limits not less than \$1,000,000 per occurrence.
- b. "The Lexington-Fayette Urban County Government, its elected and appointed officials, employees, agents, Boards, consultants, assigns, volunteers and successors in interest." Should be additional insureds.
- c. Coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, to Lexington-Fayette Urban County Government, Division of Risk Management, 200 East Main Street, 9<sup>th</sup> floor, Lexington, KY 40507.

1.5.1.3 Workers' Compensation Insurance as required by the Kentucky Revised Statutes, and Employer Liability Coverage equal to \$1,000,000 with:

- a. Endorsement that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, to Lexington-Fayette Urban County Government, Division of Risk Management, 200 East Main Street, 9<sup>th</sup> floor, Lexington, KY 40507.

1.5.2 Acceptability of Insurers

Insurance is to be 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.

1.5.3 Verification of Coverage and Renewals

After insurance has been approved by OWNER, evidence of renewal of an expiring policy must be submitted to OWNER, at the Division of Risk Management, 200 East Main Street, 9<sup>th</sup> floor, Lexington, KY 40507 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.

1.5.4 Deductibles and Self-Insured Programs

**IF CONTRACTOR INTENDS TO SUBMIT SELF-INSURANCE PLAN FOR BID, THIS MUST BE FORWARDED TO LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT DIVISION OF RISK MANAGEMENT, 200 EAST MAIN STREET, 9<sup>th</sup> FLOOR, LEXINGTON, KY 40507 NO LATER THAN A MINIMUM OF FIVE (5) WORKING DAYS PRIOR TO BID OPENING DATE.** Self-insurance programs, deductibles, and self-insured retention's in insurance policies are subject to separate approval by LFUCG, Division of Risk Management, upon review of evidence of CONTRACTOR'S financial capacity to respond to claims. Any such programs or retention's must provide OWNER with at least the same protection from liability and defense of suits as would be afforded by first-dollar insurance coverage's. If CONTRACTOR satisfies any portion of the insurance requirements through deductibles, self-insurance programs, or self-insured retention's, 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. CONTRACTOR'S 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. CONTRACTOR'S Risk Management Manual or a description of CONTRACTOR'S 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.

**1.5.5 Verification Of Coverage**

Prior to signing of Contract, CONTRACTOR agrees to furnish OWNER Certificates of Insurance applicable to all required coverages. The Certificates of Insurance shall be provided within ten (10) days of receipt of the Notice of Award, along with bonds and other documents required by the contract at that time. The CONTRACTOR shall provide the OWNER binding copies of the insurance policies and endorsements within thirty (30) days following a written request by OWNER.

**1.5.6 Right To Review, Audit And Inspect**

CONTRACTOR understands and agrees that OWNER may review, audit, and inspect any and all of CONTRACTOR'S records and operations to insure compliance with these Insurance Requirements in addition to any other proof of insurance required to obtain a license to perform the job stated herein.

**1.6 SAFETY AND LOSS CONTROL**

- 1.6.1** CONTRACTOR agrees to adhere to and comply with William-Steiger Act, enacted December, 1970, and all other federal, state and local safety, health, sanitation and environmental laws, regulations and ordinances. The CONTRACTOR shall provide all safeguards, safety devices and protective equipment, and take any other action necessary to protect the life, health and safety, and property of all persons on the job site, the public and the owner.
- 1.6.2** The current Kentucky Occupational Safety and Health Standards for the Construction Industry 29 CFR Part 1926 as adopted by 803 KAR 2:400 and the Kentucky Occupational Safety and Health Standard for General Industry 29 CFR Part 1910 as adopted by KAR 2:300, and as promulgated by the Kentucky Occupational Safety and Health Standards Board and as amended or modified, are hereby incorporated into and made an integral part of this Contract with full compliance the responsibility solely of the CONTRACTOR.
- 1.6.3** The CONTRACTOR understands and agrees that the OWNER shall be permitted but not obligated, to inspect the work place, operations, machinery and equipment involved in this contract and review and audit any and all CONTRACTOR'S records and documents as deemed necessary by the OWNER to assure compliance with any and all of the provisions of this Contract and maximize the protection of the OWNER. Safety on the job, however, remains solely the responsibility of the CONTRACTOR.

1.7 **DEFINITION OF DEFAULT**

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

2. **FEDERAL AND STATE WAGE SCALES:**

See Appendix "B".

3. **BLASTING & BURNING**

Blasting & Burning is not allowed on this project.



**4. LABOR/EQUAL EMPLOYMENT OPPORTUNITY**

**INFORMATION PACKAGE**

(Copy package from LFUCG standards)  
for federal projects only

**5. FAILURE TO COMPLETE WORK ON TIME**

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

**6. KYTC PRE-QUALIFICATION REQUIRED AT TIME OF BID OPENING**

The Prime Contractor and all Subcontractors are required to be pre-qualified by the KY Department of Transportation for Highway Construction in all areas of work that they will perform.

**7. KY DIVISION OF WATER/EPA PERMITS**

Contractor shall prepare and file the Notice of Intent, the Notice of Termination, and prepare and maintain the BMP (Best Management Practices) and SWPP (Storm Water Pollution Prevention) Plans.

**8. PAYMENT FOR COST OF PERFORMANCE AND PAYMENT BONDS ON CAPITAL PROJECTS**

Contrary to Article 10.5.4 of the General Conditions, direct payment for the Contractor's cost of Performance and Payment Bonds will be permitted.

Direct cost of required Performance and Payment Bonds has been included as a line item in the Form of Proposal, to allow payment for this cost prior to completion of the project if the contractor so chooses. If no figure is supplied for this line item, no specific payment for bonding costs will be made. The total amount of bid is to include the cost of bonding, whether this cost is specifically shown by the bidder on the line item in the Form of Proposal, or whether it is indirectly included elsewhere within the bidder's unit prices.

When the applicable amount is listed in the Form of Proposal, payment for the costs of Performance and Payment Bonds may generally be requested after the work is 20% complete. The contractor will furnish from his bonding agent a receipt verifying the cost of the bonds and a letter stating that the bonds are in effect and in good standing. Payment

will be made for the actual cost of the bonds or the amount stated in the Form of Proposal, whichever is less.

For projects with less than 90 day contract time or a total bid price less than \$100,000, no early or separate repayment of bonding costs will be considered. In those cases, if bonding costs are listed as a bid item, bond payment will be combined with final release of all retainage.

**9. SPECIAL NOTES FOR UTILITY CLEARANCE**  
**IMPACT ON CONSTRUCTION**

<p>FAYETTE, FEDERAL PROJECT NO: _____ CONTRACT ID: _____ Construct approximately _____</p>
--

**GENERAL PROJECT NOTE ON UTILITY PROTECTION**

*Utility coordination efforts are currently being determined by the applicable utility companies in the project area. Field observations and limited field surveys show that utility impacts are anticipated to be minimal. Any work pertaining to these utility facilities is defined in the bid package and is to be carried out as instructed by the Kentucky Transportation Cabinet. The contractor will be responsible for any coordination or adjustments that are discussed or quantified in the proposal.*

**NOTE: DO NOT DISTURB THE FOLLOWING UTILITIES LOCATED WITHIN THE PROJECT DISTURB LIMITS**

The following utility companies may have facilities in the general project area for this project. Utility coordination efforts are currently underway (see general note above). The contractor will be responsible for any coordination or adjustments that are discussed or shown in the construction documents.

**Columbia Gas**

Gas mains are within the project site area, minor spot relocations of underground facilities *may* be required.

**Kentucky Utilities**

Multiple electric lines exist both above and underground within the project area, minor spot relocations of underground facilities *may* be required.

**LFUCG Sanitary Department**

Multiple sanitary sewer lines exist within the project site area. At this time no direct conflicts appear to exist.

**Cable Department**

Multiple cable lines exist both above and underground within the project site area, minor spot relocations of underground facilities *may* be required.

**Kentucky-American Water**

Multiple water lines exist within the project site area, minor spot relocations of underground facilities *may* be required.

**Windstream (telephone)**

Both above and underground facilities exist within the project site area, minor spot relocations of underground facilities *may* be required.

**\*The Contractor is fully responsible for protection of all utilities listed above\***

**THE FOLLOWING COMPANIES ARE RELOCATING/ADJUSTING THEIR UTILITIES WITHIN THE PROJECT LIMITS AND WILL BE COMPLETE PRIOR TO CONSTRUCTION**

(to be determined)

**THE FOLLOWING COMPANIES HAVE FACILITIES TO BE RELOCATED/ADJUSTED BY THE COMPANY OR THE COMPANY'S SUBCONTRACTOR AND IS TO BE COORDINATED WITH THE ROAD CONTRACT**

(to be determined)

**THE FOLLOWING COMPANIES HAVE FACILITIES TO BE RELOCATED/ADJUSTED BY THE ROAD CONTRACTOR AS INCLUDED IN THIS CONTRACT**

None)

**SPECIAL CAUTION NOTE – PROTECTION OF UTILITIES**

The contractor will be responsible for contacting all utility facility owners on the subject project to coordinate his activities. The contractor will coordinate his activities to minimize and, where possible, avoid conflicts with utility facilities. Due to the nature of the work proposed, it is unlikely to conflict with the existing utilities beyond minor facility adjustments. Where conflicts with utility facilities are unavoidable, the contractor will coordinate any necessary relocation work with the facility owner and Resident Engineer. The Kentucky Transportation Cabinet maintains the right to remove or alter portions of this contract if a utility conflict occurs.

The Kentucky Transportation Cabinet makes no guarantees regarding the existence of utilities, the location of utilities, the utility companies in the project scope, or the potential for conflicts encountered during construction. Any location of utilities provided herein has been furnished by the facility owners, field inspection, and/or reviewing record drawings. The accuracy of the information provided is undetermined. It will be the contractor's responsibility to locate utilities before excavating. If necessary, the roadway contractor shall determine the exact location and elevation of utilities by hand digging to expose utilities before excavating in the area of a utility.

The contractor is instructed to call 1-800-752-6007 to reach KY 811, the one-call system for information on the location of existing underground utilities. The call is to be placed a minimum of two (2) and no more than ten (10) business days prior to excavation. The contractor should be aware that owners of underground facilities are not required to be members of the KY 811 one-call Before-U-Dig (BUD) service. The contractor must coordinate excavation with the utility owners, including those whom do not subscribe to KY 811. It may be necessary for the contractor to contact the County Court Clerk to determine what utility companies have facilities in the area.

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*Please Note: The information presented in this Utility Note is informational in nature and the information contained herein is not guaranteed.*

### AREA UTILITIES CONTACT LIST

#### Electric

Kentucky Utilities Company  
500 Stone Road  
Lexington, KY 40503  
859-367-4304

#### Cable TV

Time Warner Cable  
2544 Palumbo Drive  
Lexington, KY 40509  
859-514-2510

#### Telephone

Windstream  
130 W. New Circle Road  
Lexington, KY 40505  
859-357-6216

#### Sanitary Sewers

LFUCG Division of Water Quality  
125 Lisle Industrial Avenue  
Lexington, KY 40511  
859-514-2510

#### Water

Kentucky American Water  
2300 Richmond Road  
Lexington, KY 40502  
859-268-6351

#### Natural Gas

Columbia Gas  
2001 Mercer Road  
Lexington, KY 40512  
859-288-0215

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

CONTRACT AGREEMENT

THIS AGREEMENT, made on the 8th day of July, 2014, by and between Lexington-Fayette Urban County Government, acting herein called "OWNER" and Lexington Quarry Company, doing business as \*(an individual) ~~(a partnership)~~ ~~(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 Five Hundred Forty-Two, Two Hundred Ninety-Eight Dollars and Eighty Cents (\$ 542,298.80) quoted in the proposal by the CONTRACTOR, dated \_\_\_\_\_, hereby agree to commence and complete the construction described as follows:

**1. SCOPE OF WORK**

The CONTRACTOR shall furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, the General Conditions, and the Special Conditions of the Contract, the Specifications and Contract Documents therefore as prepared by CDP Engineers, Inc. for the "Southland Drive Bike Lanes Project".

**2. TIME OF COMPLETION**

The time period estimated and authorized by the OWNER for the proper execution of the Work by the Contract, in full, is hereby fixed as **ninety (90)** calendar days. The time shall begin ten (10) days after the CONTRACTOR is given the Notice to Proceed with the Work. Liquidated damages for this project is set at \$2,400.00 per day.

**3. ISSUANCE OF WORK ORDERS**

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

**4. THE CONTRACT SUM**

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



**5. PROGRESS PAYMENTS**

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

**6. ACCEPTANCE AND FINAL PAYMENT**

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

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

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

**7. THE CONTRACT DOCUMENTS**

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

**8. EXTRA WORK**

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

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

SPECIFICATIONS

SECTION NO.	TITLE	PAGES
I	Advertisement for Bids	AB 1 thru 6
II	Information for Bidders	IB 1 thru 12
III	Form of Proposal	P 1 thru 40
IV	General Conditions	GC 1 thru 52
V	Special Conditions	SC 1 thru 14
VI	Contract Agreement	CA 1 thru 5
VII	Performance and Payment Bonds	PB 1 thru 7
VIII	Technical Specifications	TS 1 thru 46
IX	Addenda	AD 1 thru 1
APPENDIX A	Standard Drawings	
APPENDIX B	Prevailing Wage Rates	
APPENDIX C	LPA Documents	

PLAN DRAWINGS

R1 – R6 Roadway Plans

X1 – X4 Cross Sections

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:

Martin Mollen, Deputy  
Clerk of the Urban County Council

BY: Jim Gray  
MAYOR

Dellie Oster  
(Witness)

JIM GRAY, MAYOR LPUCC  
(Title)

(Seal)

Lexington Quarry Company  
(Contractor)

\_\_\_\_\_  
(Secretary)\*

BY: [Signature]

[Signature]  
(Witness)

Partner Representative  
(Title)

3009 Atkinson Ave., Ste. 300, 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 AND PAYMENT BONDS**

1. PERFORMANCE BOND
2. PAYMENT BOND

Bond # 14BCSGS6054

PART VII

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that

Lexington Quarry Company  
(Name of CONTRACTOR)

3009 Atkinson Ave, Ste 300, Lexington KY 40509  
(Address of CONTRACTOR)

a partnership  
hereinafter

(Corporation, Partnership, or Individual)

called Principal, and  
Hartford Fire Insurance Company  
(Name of Surety)

One Hartford Plaza, T-4-47, Hartford, CT 06155  
(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: five hundred forty two thousand

two hundred ninety eight dollars and eighty cents Dollars,  
(\$ 542,298.80 ), 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 the  
"Southland Drive Bike Lanes Project" in accordance with drawings and specifications prepared  
by CDP Engineers, 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 5 each one of which  
(number)

shall be deemed an original, this the 8th day of July, 2014.

ATTEST:

Lexington Quarry Company  
Principal

\_\_\_\_\_  
(Principal) Secretary

BY: JB Partner  
3009 Atkinson Ave, Ste 300 (s) Ref  
(Address)  
Lexington, KY 40509

Mandie Vante  
Witness as to Principal

3009 Atkinson Ave, Ste 300  
(Address)  
Lexington, KY 40509

ATTEST:

Hartford Fire Insurance Company  
Surety  
BY: Kim Watson  
Attorney-in-Fact Kim Watson  
One Hartford Plaza, T-4-47  
(Address)  
Hartford, CT 06155

\_\_\_\_\_  
(Surety) Secretary

(SEAL)

Mary Creuch  
Witness as to Surety

\_\_\_\_\_  
(Address)  
2250 Thunderstick Dr.  
Suite 1109  
Lexington, KY 40505

TITLE: \_\_\_\_\_

Surety

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

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

# POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD  
BOND, T-4  
One Hartford Plaza  
Hartford, Connecticut 06155

call: 888-266-3488 or fax: 860-757-5835

Agency Code: 14-732355

KNOW ALL PERSONS BY THESE PRESENTS THAT:

- Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- Hartford Accident and Indemnity Company**, a corporation duly organized under the laws of the State of Connecticut
- Hartford Underwriters Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- Twin City Fire Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of Illinois**, a corporation duly organized under the laws of the State of Illinois
- Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of the Southeast**, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of unlimited:**

*Kim Watson, John W. Hampton, Russell Griffith, Tina Carpenter of Lexington KY, Theresa S. Stump of Roanoke VA, Robert M. Coon of Greensboro NC, Lindsey M. DeJamette of Lynchburg VA*

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by , and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**In Witness Whereof**, and as authorized by a Resolution of the Board of Directors of the Companies on August 1, 2009 the Companies have caused these presents to be signed by its Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



*Wesley W. Cowling*

Wesley W. Cowling, Assistant Secretary

*M. Ross Fisher*

M. Ross Fisher, Vice President

STATE OF CONNECTICUT }  
COUNTY OF HARTFORD } ss. Hartford

On this 12<sup>th</sup> day of July, 2012, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



CERTIFICATE

*Kathleen T. Maynard*  
Kathleen T. Maynard  
Notary Public  
My Commission Expires July 31, 2016

I, the undersigned, Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of July 8, 2014 .

Signed and sealed at the City of Hartford.



*Gary W. Stumper*

Gary W. Stumper, Vice President



**PART VIII**

**TECHNICAL SPECIFICATIONS**

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PART VII

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENT: that

Lexington Quarry Company  
(Name of Contractor)

3009 Atkinson Ave, Ste 300, Lexington KY 40509  
(Address of Contractor)

a Partnership  
hereinafter called (Corporation, Partnership or Individual)

Principal, and Hartford Fire Insurance Company  
(Name of Surety)

One Hartford Plaza, T-4-47, Hartford, CT 06155  
(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 five hundred forty two thousand two hundred ninety eight dollars and eighty cents Dollars (\$ 542,298.80) 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 the "Southland Drive Bike Lanes Project" in accordance with drawings and specifications prepared by CDP Engineers, 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.





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*Wesley W. Cowling*

Wesley W. Cowling, Assistant Secretary

*M. Ross Fisher*

M. Ross Fisher, Vice President

STATE OF CONNECTICUT }  
COUNTY OF HARTFORD } ss. Hartford

On this 12<sup>th</sup> day of July, 2012, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



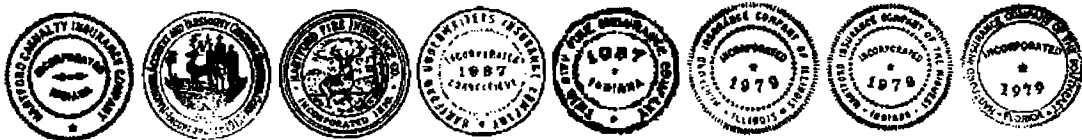
CERTIFICATE

*Kathleen T. Maynard*

Kathleen T. Maynard  
Notary Public  
My Commission Expires July 31, 2016

I, the undersigned, Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of July 8, 2014.

Signed and sealed at the City of Hartford.



*Gary W. Stump*

Gary W. Stump, Vice President