

Contract # 121-2013

Shaping Our Community



Contract Documents and Specifications

Project Name **Grimes Mill Road Bridge
Replacement
Over Boone Creek**

Bid No. **10 - 2013**

Prepared by: **H.W. Lochner
1040 Monarch Street, Suite 300
Lexington, KY 40513
(859)224-4476**

RESOLUTION NO. 193 - 2013

A RESOLUTION ACCEPTING THE BID OF BUSH & BURCHETT, INC., IN THE AMOUNT OF \$643,172.59, FOR THE GRIMES MILL ROAD BRIDGE REPLACEMENT AT BOONE'S CREEK, FOR THE DIVISION OF GRANTS AND SPECIAL PROGRAMS, AND AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT WITH BUSH & BURCHETT, INC., RELATED TO THE BID.

BE IT RESOLVED BY THE COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:

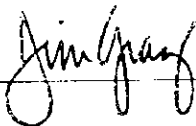
Section 1 - That the bid of Bush & Burchett, Inc., in the amount of \$643,172.59, for the Grimes Mill Road Bridge Replacement at Boone's Creek, for the Division of Grants and Special Programs, be and hereby is accepted and approved as to the specifications and amounts set forth in the terms of the bid and agreement, which are attached hereto and incorporated herein by reference, and the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute the Agreement with Bush & Burchett, Inc., related to the bid.

Section 2 - That an amount, not to exceed the sum of \$643,172.59, be and hereby is approved for payment to Bush & Burchett, Inc, from account #3160-303201-91712, pursuant to the terms of the bid and the Agreement.

Section 3 - That this Resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL: May 2, 2013

MAYOR



ATTEST:


CLERK OF URBAN COUNTY COUNCIL

Lexington-Fayette Urban County Government Purchase Order



PO: LF00105078
Dispatch via Print

	Date	Revision	Page
	05/14/2013		1
Payment Terms	Freight Terms		
Net 30	FOB Destination Prepaid & Add		
Buyer	Phone		
Stone, Sondra			
Ship To:	200 E Main Street	Bill To:	200 E Main Street
	Lexington KY 40507		Lexington KY 40507
	United States		United States
	Community Dev. Offices/areas		

Vendor: 0000028361
BUSH & BURCHETT INC
PO BOX 400
ALLEN KY 41601

Tax Exempt? Y	Tax Exempt ID: CT-34-100	Replenishment Option: Standard			
Line-Sch	Item/Description	Mfg ID	Quantity UOM	PO Price	Extended Amt Due Date
1- 1	Grimes Mill Road bridge over Boon Creek replacement R193-2013 ** Requester: Drew Hale Phone: 859 258-3070 **		1.00EA	643,172.59	643,172.59 04/26/2013
Schedule Total				643,172.59	
Item Total				643,172.59	
Total PO Amount				643,172.59	

By authority of the Division of Central Purchasing of the Lexington-Fayette Urban County Government, you are hereby requested to furnish the items/services as set forth in this document. Ship and invoice in accordance with the instruction, terms, and conditions herein. The signed official authorizes the entry of the order and certifies that funds are available.

1. Address shipment exactly as shown in 'SHIP TO' address above. Shipments must be sent FOB Destination Prepaid & Added
2. When all items have been shipped submit your invoice directly to the Division of Accounting, 200 East Main Street, Lexington, KY 40507 (859) 258-3310
3. Payments cannot be authorized for partial shipments, except for blanket purchase orders.
4. Do not include Kentucky Sales Tax; Exemption Certificate No. CT-34-100 applies.
5. All merchandise supplied to the government must fully comply with OSHA standards.
6. Vendor shall provide two copies of Material Safety Data Sheet - MSDS - on material covered by OSHA Standard 1910-1200 and confirm it is asbestos free as a condition of purchase.
7. LFUCG may assess administrative fees for invoices not issued in a timely manner.
8. LFUCG will make all reasonable efforts to pay outstanding invoices within thirty (30) days of receipt. Vendor may impose late payment charges not to exceed one per cent per month to outstanding balances which are not paid within thirty days. However, vendor agrees that in circumstances beyond the direct control of the Urban County Government (such as required review of payments by external agencies), in cases where an invoice is disputed, or in cases of improper invoicing by the vendor no such penalty shall be imposed. Vendor also agrees that, in the case of partial shipments and/or backordered items, no penalty shall be assessed until thirty (30) days after receipt of invoice for the completed order.

Authorized Signature

[Handwritten Signature]

Grimes Mill Road Bridge Replacement Over Boone Creek

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PART 1

ADVERTISEMENT FOR BIDS

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**ADVERTISEMENT FOR BIDS
LFUCG BID NUMBER 10-2013**

1. INVITATION

Sealed proposals for the **Grimes Mill Road Bridge Replacement Over Boone Creek** Project will be received by the Lexington-Fayette Urban County Government (LFUCG) until 2:00 p.m., local time, March 29, 2013, 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.

2. DESCRIPTION OF WORK

Consisting of the construction and/or furnishing of items as listed in the Bid Schedule beginning on page P-7, Part III, Form of Proposal, of this document, for the GRIMES MILL ROAD BRIDGE OVER BOONE CREEK REPLACEMENT, Project in Fayette County, Kentucky.

The Scope of Work for this project includes the removal of the existing two spans (span 1 - 80 foot steel trusses, span 2 - 40 foot concrete box beams), the existing center pier and both abutments. Two new concrete abutments and a concrete center pier shall be constructed in the same location and elevation as the ones which were removed. The steel truss will be cleaned, repaired, reconstructed and painted containing a new deck capable of supporting design loads of HS20. New concrete box beams shall be installed, also capable of supporting design loads of HS20. The approach road shall be reconstructed, approximately 40 feet on both the Fayette County and Clark County sides.

Prospective contractors shall be pre-qualified by KYTC Division of Construction Procurement Prospective in Bridge Construction Not More than 100 Ft. Clear Span (Code E2) prior to submittal of Bid Package.

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
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LFUCG
Division of Engineering
101 E Vine St, 4th 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) 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.

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

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

5. **METHOD OF AWARD**

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

6. **BID WITHDRAWAL**

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

7. **BID SECURITY**

If the bid is \$50,000 or greater, bid shall be accompanied by a certified 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 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, March 29, 2013. Sealed proposals shall be clearly marked on the outside of the container as follows: Company Name and Address, Bid Invitation Number: 10-2013, and Project Name: Grimes Mill Road Bridge Replacement Over Boone Creek, to be opened at 2:00 p.m. local time March 29, 2013. 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, within seven (7) calendar days of the bid opening, 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, 3rd 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 ten 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 EEO Office and the Director of the Division of 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, 3rd Floor, Room 338
Lexington, Kentucky 40507
(859) 258-3323

12. PRE-BID MEETING

A pre-bid meeting has been scheduled for this project on March 18, 2013 at 1:30 PM. The location of the pre-bid meeting is the site.

Direction to the site:

From Lexington, Boone Creek can be reached by taking Richmond Road (US 25) east out of Lexington and turning onto Old Richmond Road (US 25) at the entrance to Jacobson Park. After crossing over I-75 Grimes Mill will be the second left. Follow Grimes Mill for approximately 1 and ¾ miles to Boone Creek.

END OF SECTION

AB-5

PART II
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 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.

The CONTRACTOR agrees that all requirements of this contract shall also be applicable and binding on all subcontractors. The CONTRACTOR shall enter into written

agreements with all subcontractors, providing the Lexington-Fayette Urban County Government a copy of each subcontractor agreement at the time each subcontractor agreement is executed. Each subcontractor agreement shall include a copy of the applicable federal wage decision

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.
- F. The Bidder is to be aware that he/she must be prequalified by the KYTC in Bridge Construction 100 feet or less (Code E2).

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.

5. BID SECURITY

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

6. LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO CONTRACT

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

7. TIME OF COMPLETION AND LIQUIDATED DAMAGES

Bidder must agree to commence work on or before a date to be specified in a written "Notice to Proceed" from the OWNER and to fully complete the Project within the time as specified in the Contract. Bidder must agree also to pay **\$1,650** per calendar day as liquidated damages, or the sum as specified in the Contract for each consecutive calendar day thereafter as hereinafter provided in the General Conditions.

8. EXAMINATION OF CONTRACT DOCUMENTS AND SITE

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

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

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

9. SECURITY FOR FAITHFUL PERFORMANCE

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

- B. All bonds required by this Contract and laws of this State shall be placed with agents licensed in the State of Kentucky. When the premium is paid for such coverage's,

the full commission shall be paid to such local agent who shall not divide such commission with any person other than a duly licensed resident local agent.

- C. Contractor shall use standard Performance and Payment Bond forms such as documents provided with this contract book or AIA form A312-1984 (or later).

10. 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.

11. TAXES AND WORKMEN'S COMPENSATION

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

12. 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.

13. 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.

14. PREVAILING WAGE LAW AND MINIMUM HOURLY RATES

Federal and/or state wage rates and regulations, are required for this Project and are as described in the Part V - Special Conditions.

15. AFFIRMATIVE ACTION PLAN

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

1. Affirmative Action Plan for his/her firm – see Part III, page IB-7

2. Current Work Force Analysis Form – see Part III, page P-28
3. Good Faith Effort Documentation – see Part III, page P-20
4. List of Disadvantaged Business Enterprise Subcontractors and the Dollar Value of each Subcontract – see Part III, page P-16

Bidders who frequently bid on Urban County Government projects may file a copy of their firm's Affirmative Action Plan with the Urban County Government. If an Affirmative Action Plan is filed with the Urban-County Government, additional submissions will not be required unless said plan is revised.

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

16. 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.

17. 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.

18. 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.

19. 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.

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

I. Outreach

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

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

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 10% 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:

Sondra Stone, Buyer
Division of Central Purchasing
Lexington-Fayette Urban County Government
200 East Main Street, 3rd Floor
Lexington, Kentucky 40507
(859) 258-3320

21. MBE/WBE PARTICIPATION GOALS

A. GENERAL

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

B. PROCEDURES

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

C. DEFINITIONS

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

D. OBLIGATION OF BIDDER

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

E. DOCUMENTATION REQUIRED

- 1) Bidders reaching the Goal are required to submit only the "MBE/WBE Participation Form." The form must be fully completed including names and telephone number of participating MBE/WBE firm(s); type of work to be performed; estimated value of the contract and value expressed as a percentage of the total Lump Sum Bid Price. The form must be signed and dated, and is to be submitted with the bid.
- 2) Bidders not reaching the Goal must submit the "MBE/WBE Participation Form", the "MBE Quote Summary Form" and a written statement documenting their Good Faith Effort to do so (If bid includes no MBE/WBE participation, bidder shall enter "None" on the subcontractor / supplier form). In addition, the bidder may submit the following as proof of Good Faith Efforts to meet the Participation Goal:
 - a) Advertisement by the bidder of MBE/WBE Contracting opportunities associated with this bid in at least two (2) of the following:
 1. A periodical in general circulation throughout the region
 2. A Minority-Focused periodical in general circulation throughout the region
 3. A Trade periodical aimed at the MBE/WBE community in general circulation throughout the region
 4. Bidder shall include copies of dated advertisement with his submittal
 - b) Evidence of written notice of contracting opportunities to at least five (5) MBE/WBE firms serving the construction industry at least seven (7) days prior to the bid opening date.
 - c) Copies of quotations submitted by MBE/WBE firms which were not used due to uncompetitive pricing or other factors and/or copies of responses

from firms that were contacted indicating that they would not be submitting a bid.

- d) Documentation of Bidder's utilization of the agencies identified to help locate potential MBE/WBE firms for inclusion on the contract including responses from agencies.
- e) Failure to submit any of the documentation requested in this section will be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement. "Record of MBE/WBE Solicitation" and other required documentation of Good Faith Efforts are to be submitted with the bid, if participation Goal is not met.



MINORITY BUSINESS ENTERPRISE PROGRAM

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

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

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

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

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

- African-American
- Hispanic-American
- Asian/Pacific Islander
- Native American/Native Alaskan
- Non-Minority Female

We are very happy that you have decided to bid for a contract, request for proposal, submitted a quote or are interested in learning more about how to do business with Lexington-Fayette Urban County Government. We have compiled the list below to help you locate certified minority vendors.

LFUCG—Economic Engine Listings
Marilyn Clark
mclark@lexingtonky.gov
859-258-3323

Commerce Lexington—
Tyrone Tyra, Minority Business Development
tyra@commercelexington.com
859-226-1625

Tri-State Minority Supplier Diversity Council
Sonya Brown
sbrown@tsmsdc.com
502-625-0137

Small Business Development Council
Dee Dee Harbut /UK SBDC
ddharbut@uky.edu

Shawn Rogers, UK SBDC
Shawn.rogers@uky.edu

Shiree Mack
smack@uky.edu

Community Ventures Corporation
James Coles
jcoles@cvcky.org
859-231-0054

Kentucky Department of Transportation
Shella Jarvis
Shella.Jarvis@ky.gov
502-564-3601

KPAP
Debbie McKnight
Debbie.McKnight@ky.gov
800-838-3266 or 502-564-4252

Bobbie Carlton
Bobbie.Carlton@ky.gov

Ohio River Valley Women's Business Council
Rea Waldon
rwaldon@gcul.org
513-487-6534

Kentucky Small Business Connect
Tom Back
800-626-2250 or 502-564-2064
<https://secure.kentucky.gov//sbc>

**National Minority Supplier Development Council, Inc.
(NMSDC)**
www.nmsdc.org

22. REQUIRED SUBMITTALS

BID SUBMITTAL DOCUMENT CHECKLIST

The following documents are required to be completed and included in this bid submittal package. Failure to properly provide all required information will result in the bid being deemed as non-responsive.

- INCLUDED IN THIS DOCUMENT
 - Bid Submittal Document Checklist (This Page)
 - Form of Proposal: P-2
 - Legal Status of Bidder: P-4
 - Bidders Affidavit: P-5
 - Bid Schedule: P-7 (with original signature)
 - Statement of Bidder's Qualifications: P-12
 - List of Proposed Subcontractors: P-15
 - LFUCG DBE Participation Form: P-16
 - LFUCG DBE Quote Summary Form: p-18
 - If Applicable – LFUCG Statement of Good Faith Efforts: P-20
 - Authentication of Bid and Statement of Non-Collusion and Non-Conflict of Interest: P-21
 - Statement of Experience: P-22
 - Equal Opportunity Agreement: P-24
 - Equal Employment Opportunity Affirmative Action Policy: P-27
 - Workforce Analysis Form: P-28
 - Evidence of Insurability: P-29
 - Debarred Firms: P-30
 - Debarment Certification: P-31
 - Certification for Federal-Aid Contract: p-32
 - Certification of Performance: P-33
 - Certification of Organization(s): P-34

- PROVIDED BY BIDDER
 - Bid Bond
 - Proof of Insurance
 - General Contractor KYTC Prequalification Documentation
 - All Subcontractor KYTC Prequalification Documentation
 - 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. 10-2013

Grimes Mill Road Bridge Over Boone Creek Replacement

1. **FORM OF PROPOSAL**

Place: Lexington, Kentucky

Date: MARCH 29, 2013

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

This Proposal Submitted by BUSH & BURCHETT, INC.

P.O. BOX 400 ALLEN, KY 41601

(Name and Address of Bidding Contractor)

(Hereinafter called "Bidder"), organized and existing under the laws of the State of KENTUCKY, doing business as BUSH & BURCHETT, INC.
CORPORATION "a corporation," "a partnership", or an "individual" as applicable.

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

Gentlemen:

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

BIDDER hereby agrees to commence work under this contract on or before a date to be specified in the Notice to Proceed and to fully complete the project within the time provided in the Purchase Order or Work Orders issued by the OWNER. BIDDER further agrees to pay liquidated damages, the sum of \$1,650.00 for each consecutive calendar day thereafter.

The Bidder hereby acknowledges receipt of the following addenda: *NONE*

Addendum No. ____ Date _____

Addendum No. ____ Date _____

Addendum No. ____ Date _____

Addendum No. ____ Date _____

Addendum No. ____ Date _____

Addendum No. ____ Date _____

Addendum No. ____ Date _____

Addendum No. ____ Date _____

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

2. LEGAL STATUS OF BIDDER

Bidder BUSH & BURCHETT, INC.

Date MARCH 29, 2013

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

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

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

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

3. BIDDERS AFFIDAVIT

Comes the Affiant, JOE A. BURCHETT, II, and after being first duly sworn, states under penalty of perjury as follows:

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



(Affiant)

STATE OF KENTUCKY

COUNTY OF FLOYD

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

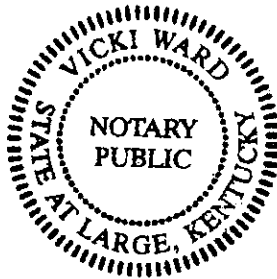
JOE A. BURCHETT, II on this the 29TH day of MARCH,

2013.

My Commission expires: JUNE 24, 2016

Vicki Ward

NOTARY PUBLIC, STATE AT LARGE



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

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

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.

**Base Bid (Bid Number 10-2013)
Grimes Mill Road CR 1122 Over Boone Creek**

Item No.	Quantity	Unit To Bid On	Description w/Unit Bid Price Written In Words	Unit Price	Total Amount Bid
1.	1	LS	Mobilization Per Each	\$30,000. ⁰⁰	\$30,000. ⁰⁰
2.	1	LS	Remove Structure Lump Sum	\$100,000. ⁰⁰	\$100,000. ⁰⁰
3.	1	LS	Clean and Paint Structural Steel Lump Sum	\$70,000. ⁰⁰	\$70,000. ⁰⁰
4.	60	CY	Gabion Baskets Per Cubic Yard	\$200. ⁰⁰	\$12,000. ⁰⁰
5.	166.8	CY	Class "A" Concrete Cubic Yard	\$650. ⁰⁰	\$108,420. ⁰⁰
6.	58.1	CY	Class "AA" Concrete Cubic Yard	\$1,100. ⁰⁰	\$63,910. ⁰⁰
7.	13,251	LB	Steel Reinforcement Per Pound	\$ 1. ⁴⁰	\$18,551. ⁴⁰
8.	15,224	LB	Steel Reinforcement, Epoxy Coated Per Pound	\$ 1. ³⁰	\$19,791. ²⁰
9.	1	LS	Structural Steel, estimated weight = 15,109 lbs Lump Sum	\$75,000. ⁰⁰	\$75,000. ⁰⁰

Item No.	Quantity	Unit To Bid On	Description w/Unit Bid Price Written In Words	Unit Price	Total Amount Bid
10.	168	CY	Structure Excavation, Solid Rock (NO BLASTING) Per Cubic Yard	\$ 20. ⁰⁰	\$ 3,360. ⁰⁰
11.	30	TN	Cyclopean Stone Rip Rap Per Ton	\$ 35. ⁰⁰	\$ 1,050. ⁰⁰
12.	147	CY	Structural Granular Backfill Per Cubic Yard	\$ 75. ⁰⁰	\$ 11,025. ⁰⁰
13.	329	SY	Masonry Coating Per Square Yard	\$ 10. ⁰⁰	\$ 3,290. ⁰⁰
14.	24	LF	Armored Edge for Concrete Per Linear Foot	\$ 50. ⁰⁰	\$ 1,200. ⁰⁰
15.	84	LF	PPC Box Beam Type SB17 Per Linear Foot	\$ 300. ⁰⁰	\$ 25,200. ⁰⁰
16.	236	LF	Handrail Metal Per Linear Foot	\$ 200. ⁰⁰	\$ 47,200. ⁰⁰
17.	4	EA	Guardrail Terminal Section No. 1 Per Each	\$ 50. ⁰⁰	\$ 200. ⁰⁰
18.	4	EA	Guardrail Terminal Section No. 2 Per Each	\$ 250. ⁰⁰	\$ 1,000. ⁰⁰
19.	100	LF	Guardrail - Steel W Beam - S Face Per Linear Foot	\$ 26. ⁰⁰	\$ 2,600. ⁰⁰
20.	102	TN	DGA Base Per Ton	\$ 45. ⁰⁰	\$ 4,590. ⁰⁰
21.	37	TN	Class 2 - Asphalt Base, 0.75D PG 64-22 Per Ton	\$ 250. ⁰⁰	\$ 9,250. ⁰⁰
22.	15	TN	Class 2 - Asphalt Surface, 0.38B PG 64-22 Per Ton	\$ 250. ⁰⁰	\$ 3,750. ⁰⁰
23.	38.2	LF	Edge Key Per Linear Foot	\$ 10. ⁰⁰	\$ 382. ⁰⁰
24.	45	SF	Signs Per Square Foot	\$ 12. ⁰⁰	\$ 540. ⁰⁰
25.	1407	SY	Temporary Mulch Per Sq. Yard	\$ 0. ³⁰	\$ 422. ¹⁰

Item No.	Quantity	Unit To Bid On	Description w/Unit Bid Price Written In Words	Unit Price	Total Amount Bid
26.	1	EA	Silt Trap Type "A" Per Each	\$ 200. ⁰⁰	\$ 200. ⁰⁰
27.	3	EA	Clean Silt Trap Type "A" Per Each	\$ 10. ⁰⁰	\$ 30. ⁰⁰
28.	1	EA	Silt Trap Type "B" Per Each	\$ 200. ⁰⁰	\$ 200. ⁰⁰
29.	3	EA	Clean Silt Trap "B" Per Each	\$ 10. ⁰⁰	\$ 30. ⁰⁰
30.	1	EA	Silt Trap Type "C" Per Each	\$ 200. ⁰⁰	\$ 200. ⁰⁰
31.	3	EA	Clean Silt Trap Type "C" Per Each	\$ 10. ⁰⁰	\$ 30. ⁰⁰
32.	239	LF	Temporary Silt Fence Per Linear Foot	\$ 3. ⁰⁰	\$ 717. ⁰⁰
33.	239	LF	Clean Temporary Silt Fence Per Linear Foot	\$ 0. ⁰¹	\$ 2. ³⁹
34.	239	LF	Temporary Ditch Per Linear Foot	\$ 1. ⁰⁰	\$ 239. ⁰⁰
35.	1407	SY	Erosion Control Blanket Per Square Yard	\$ 1. ⁵⁰	\$ 2,110. ⁵⁰
36.	1407	SY	Seeding and Protection Per Square Yard	\$ 0. ⁶⁰	\$ 844. ²⁰
37.	0.1	TNS	Top Dressing Fertilizer Per Ton	\$ 1,500. ⁰⁰	\$ 150. ⁰⁰
38.	281	SY	Temporary Seeding and Protection Per Square Yard	\$ 0. ⁴⁰	\$ 112. ⁴⁰
39.	31	TN	Channel Lining, Class II Per Ton	\$ 35. ⁰⁰	\$ 1,085. ⁰⁰
40.	1	LS	Demobilization Lump Sum	\$ 10,000. ⁰⁰	\$ 10,000. ⁰⁰
41.	350	SY	Geotextile Fabric, Type IV Per Square Yard	\$ 2. ⁰⁰	\$ 700. ⁰⁰

Item No.	Quantity	Unit To Bid On	Description w/Unit Bid Price Written In Words	Unit Price	Total Amount Bid
42.	848.8	CY	Roadway Excavation	\$ 8. ⁰⁰	\$6,790. ⁴⁰
43.	1	LS	Soil and Erosion Sediment Control	\$1,000. ⁰⁰	\$1,000. ⁰⁰
44.	1	LS	Final Cleanup of Site	\$1,000. ⁰⁰	\$1,000. ⁰⁰
45.	1	LS	Bonds	\$5,000. ⁰⁰	\$5,000. ⁰⁰

TOTAL OF ALL BID PRICES FOR THE GRIMES MILL ROAD BRIDGE REPLACEMENT
OVER BOONE CREEK Project (Items 1 through 45) in words and figures. In case of discrepancy, the
amount shown in words will govern.

Six hundred forty-three thousand one hundred seventy-two and $\frac{59}{100}$
(\$ 643,172 ⁵⁹)

Submitted by:

BUSH & BURCHETT, INC.
Firm

P.O. BOX 400
Address

ALLEN, KY 41601
City, State & Zip

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

 - President
Signature of Authorized Company Representative - Title

JOE A. BURCHETT, II
Representative's Name (Typed or Printed)

(606) 874-9057 (606) 874-8010
Area Code - Phone - Extension *Fax #*

JOE@BUSHANDBURCHETT.COM
E-Mail Address

OFFICIAL ADDRESS:

P.O. BOX 400

ALLEN, KY 41601

_____ (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: BUSH & BURCHETT, INC.
- 2. Permanent Place of Business: P.O. BOX 400 ALLEN, KY 41601
- 3. When Organized: 09/26/1971
- 4. Where Incorporated: KENTUCKY
- 5. Construction Plant and Equipment Available for this Project:
SEE ATTACHED LIST

(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:
SEE ATTACHED (Surety)
Signed: _____ (Representative of Surety)
- 8. The following is a list of similar projects performed by the Bidder: (Attach separate sheet if necessary).

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: Bush & Burchett, Inc.
2. Permanent Place of Business: PO Box 400, Allen, KY 41601; 1714 Highway 1428, Prestonsburg, KY 41653-8425
3. When Organized: _____
4. Where Incorporated: _____
5. Construction Plant and Equipment Available for this Project:

(Attach Separate Sheet If Necessary)

6. Financial Condition:

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

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

Travelers Casualty & Surety Company of America, One Tower Square 3PB, Hartford, CT 06183-9062 (Surety)

Signed: Bonnie J. Wortham Bonnie J. Wortham, Attorney-In-Fact (Representative of Surety)

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

Field Equipment List

Eqp/Asset No	Description	License	Serial Number	Make	Model	Manufacturer
		Plate No.		Model	Year	
2091	94 WDB TRUCK-TRACTOR-KW	9PA-703	2XKWDB0X0RM613876	W900-PURPLI		1994 KENWORTH
2092	01 KENWORTH T-800	9PA-704	1XKDDU9X51J880545	T-800-WHITE		2001 KENWORTH
2096	79 TRUCK TRACTOR	08 232-253	R686ST34412	MACK TRACT		1979 MACK
2097	84 MACK TRACTOR	9PA-702	2M2P169Y5EC001065	MACK RD800-		1984 MACK
2098	98 VOLVO TRACTOR	9PC-628	4VGSDBRJ7WN518565	ACL64FT-REC		1998 VOLVO
2150	69 DM609SX DUMP	08 248-877	2495	MACK DM609:		1969 MACK
2153	71 DUMP TRUCK	08 248-878	DM611SX3802	MACK DM611:		1971 MACK
2160	93 FORD LN9000, WHITE ROLLBAC	08 250-716	1FDZW90T0PVA02912	FORD LN9000		1993 FORD
2165	79 F2655 DUMP TRUCK ROLLBACK	08 248-879	CF265JHA22993	INT F2655		1979 INTERNATIONAL
2231	79 F700 FLATBED	08 180-041	F70HVHA5540	FORD F700		1980 FORD
2232	84 F700 FLATBED	08 247-796	1FDPF70H2EVA31008	FORD F700		1984 FORD
2250	83 TC7D042 FLATBED-SHOP	08 224-184	1GDM7D1E3DV531261	GMC TC7D04:		1983 GMC
2257	96 INT FLATBED 4700	08 245-877	1HTSCAAM8TH202813	INT 4700		1996 INTERNATIONAL-
2260	79 INT 1854 FLATBED	08 198-095	AA185JHA14648	INT 1854		1979 INTERNATIONAL
2263	80 INT FLATBED	08 198-094	AA182KHB16604	INT CHASSIS		1980 INTERNATIONAL
3001	79 TRUCK TRAILER-ASM BE	08 453-526	MVIN37768IND	ASM		1979 ASM
3010	71 LOWBOY TRAILER	023-105	F553359	BIRGMINGHA		1971 BIRMINGHAM
3014	87 LOWBOY TRAILER	08 005-175 NA	1RBH42203HAR20821	ROGERS CTV		1987 ROGERS
3015	71 LOWBOY TRAILER	08 023-113	15818	ROGERS TRA		1971 ROGERS
3016	79 1675 LOWBOY	023-106	JS514	BIRM 1675		1979 BIRMINGHAM
3018	88 LOWBOY TRAILER	023-107	KYT19387	HMDE 10X58		1988 HOMEMADE
3019	74 LOWBOY TRAILER	023-104	DM550	BIRM DLS S		1974 BIRMINGHAM
3020	06 LOWBOY TRAILER-WITZCO	048-460	1W8A11F366S000212	WITZ CHALL I		2006 WITZCO
3026	77 FLAT TRAILER	08 023-112	128657	DORSEY 32 F		1977 DORSEY
3027	81 FLAT TRAILER	08 023-109	1DTP16R27BA153806	DORSEY 40 F		1981 DORSEY-40'
3040	69 TRUCK TRAILER-off road	08-463-465	FWK413615	POL		1969 FRUEHAUF
3041	72 FLAT TRAILER	023-103	FWN203702	FRUE TRAIL		1972 FRUEHAUF T/A S
3042	83 FLAT TRAILER SE	023-111	1W67JJ2D6D1000666	JOHN FLAT TI		1983 JOHN
3043	93 TRUCK TRAILER	023-102	1TTF45205P1038261	TRAN TL SE		1993 TRANS
3044	86 TRUCK TRAILER	023-110	1PTF71J9G9009494	TRAI SE		1986 TRAILMOBILE
3048	95 TRAILER-TANDEM FLATBED	491-510	1H2P04824W007309	FRUE UT 48 F		1995 FRUEHAUF
3049	10 TRAILER-TANDEM FLATBED	491-509	1DGRS1629AM087428	DOOL TRAIL		2010 DOOLITTLE
3065	80 TL40 FLAT TRAILER	023-108	TC15607	TRANS TL40		1980 TRANSCRAFT
3123	OFFICE TRAILER		105094			10X50
3124	OFFICE TRAILER		4812423			10X48
3210	POWDER MAGAZINE		2469			CLICKS WELDING
3215	POWDER MAGAZINE		2715			1987 CLICKS WELDING
3220	POWDER MAGAZINE		2219			CLICKS WELDING
3225	POWDER MAGAZINE		2714			CLICKS WELDING
3310	TOOL SHED		NONE			
3315	TOOL SHEDS		NONE			1991
3320	STORAGE BINS (2)					
3321	METAL BUILDINGS (2)		GSTU466589:ITLU683936			
3322	2 TOOL BUILDINGS					
3323	STORAGE BLDGS (2)					
3324	STORAGE CONTAINERS (2)					
3325	STORAGE CONTAINERS (2)		SC1078-YW A1115-YW			2009 A-1
4015	60T S/P CRANE		127741	BUC ERIE 60T		1966 BUCYRUS ERIE 6
4020	CRANE 4250		GS13695	AMERICAN 42		1969 AMERICAN 4250
4021	CRANE 4260		GS17375W	AMERICAN 4:		1973 AMERICAN 4260
4023	CRANE 7250		GS15430	AMERICAN 72		1971 AMERICAN 7250
4024	CRANE 7250		GS 15574	AMERICAN 72		1971 AMERICAN 7250 (
4025	CRANE 30B SUPER		138119	BE 30B SUPEI		1975 BUCYRUS ERIE 3
4026	CRANE-125T HYD		9406AC3653	AMERICAN A-		1994 AMERICAN A-100-
4030	CRANE 30B		128919	BE 30B		1967 BUCYRUS ERIE 3

Field Equipment List

Eqp/Asset No	Description	License	Serial Number	Make	Model	Manufacturer
		Plate No.		Model	Year	
4034	CRANE 665-CRAWLER		C18012	KOEHRING 66	1977	KOEHRING CRAW
4037	CRANE 108B		9LG4067	LINKBELT 108	1971	LINKBELT 108B
4038	CRANE 338		21GB-832G	LINKBELT 338	1982	LINKBELT 338
4040	CRANE 118		9LV5742	LINKBELT 118	1980	LINKBELT 118
4042	CRANE-LS 718-CRAWLER		32H2-168A	LINKBELT LS7	1983	LINKBELT LS718 (
4044	CRANE 118		9LV20372	LINKBELT 118	1982	LINKBELT
4045	CRANE 518		4EW736	LINKBELT LS5	1978	LINKBELT LS 518
4046	CRANE 680-S/P		36168	LORAIN 680	1984	LORAIN 680
4048	CRANE-MANITOWAC CRAWLER		3967	MANITOWAC	1948	MANITOWAC 3901
4049	CRANE-SUMITOMO CRAWLER		LS248-0108	SUMITOMO L	1992	SUMITOMO
4050	CRANE 318 CRAWLER		21GC969F	LINKBELT LS3	1976	LINKBELT LS318
4051	CRANE-LINKBELT LS518		4EW-719	LINKBELT LS5	1978	LINKBELT
4052	CRANE-GROVE		846000	GROVE AT-86	1988	MODEL AT-865
4053	CRANE 325-S/P		32178	LORAIN 325	1964	LORAIN 325
4054	CRANE 785MC-S/P		33730	LORAIN 785M	1967	LORAIN 785MC
4055	CRANE 550		33430	LORAIN 550M	1967	LORAIN 550MC
4056	CRANE 550A S/P		33432	LORAIN 550A	1967	LORAIN 550A
4058	CRANE HC78B S/P		7DBH2346	LINKBELT HC	1973	LINKBELT HC78B
4059	TRUCK CRANE-LORAIN		32478	LORAIN MC55	1968	LORAIN
4060	CRANE P&H 8115 ATC S/P		E-38831	P & H 8115	1975	P&H 115 TON
4110	BACKHOE		8984529	CASE 580C	1979	CASE 580C
4115	BACKHOE		JJG0008461	CASE 580K	1988	CASE 580K
4120	BACKHOE/LOADER MODEL		FM 3622	TEREX	2004	TEREX
4209	TRACTOR		25X02629	CAT D5B	1983	CATERPILLAR
4210	DOZER		76A-3111	CAT D6C	1965	CATERPILLAR D6
4211	DOZER D6C		10K13401	CAT D6C	1976	CATERPILLAR
4212	DOZER		10K5718	CAT D6C	1971	CATERPILLAR D6
4214	DOZER		4X1872	CAT F6F	1977	CATERPILLAR F6I
4216	DOZER		94N8363	CAT D7F	1974	CATERPILLAR D7
4218	DOZER D9H		90V7966	CAT D9H	1979	CATERPILLAR
4230	DOZER INT		4801	INT TD1	1979	INTERNATIONAL
4235	DRESSER DOZER - INTE		62556	INT TD15C	1990	INTERNATIONAL
4240	DOZER		279473T	JOHN DEERE	1977	JOHN DEERE 750
4263	DOZER		13164	KOMATSU D1	1977	KOMATSU D-155-
4264	DOZER		40137	KOMATSU D6	1982	KOMATSU D65P7
4330	EXCAVATOR CAT 235B		7WC00557	CAT 235B	1986	CATERPILLAR 23
4332	EXCAVATOR-MINI 303CR		DMA05225	CAT 303CR	2007	CATERPILLAR
4333	MINI EXCAVATOR		DFED001747	CASE CX31	2004	CASE
4334	MINI EXCAVATOR		13511298	TAKEUCHI TB		TAKEUCHI
4335	MINI EXCAVATOR		13514832	TAKEUCHI TB		TAKEUCHI
4340	EXCAVATOR-DAEWOO		0416	DAEWOO LS1	1998	DAEWOO
4378	EXCAVATOR-KOBELCO SK		YSU0407	KOBELCO SK	1998	KOBELCO SK400L
4379	EXCAVATOR SK300LC MA		YCU751	KOBELCO SK	1997	KOBELCO
4380	EXCAVATOR MARK IV SK		YSU0271	KOBELCO MA	1997	KOBELCO
4381	EXCAVATOR KOBELCO 22		LLU0361	KOBELCO 22C	1981	KOBELCO 220
4383	EXCAVATOR		18799	KOMATSU PC	1983	KOMATSU PC200I
4384	EXCAVATOR		52076	KOMATSU 22C	1986	KOMATSU 220-6
4385	EXCAVATOR-PC300LC		A70955	KOMATSU PC	1992	KOMATSU
4387	HYDRAULIC EXCAVATOR		A84859	KOMATSU PC	2002	KOMATSU
4390	EXCAVATOR		C1H7-666	LINKBELT LS4	1989	LINKBELT LS4300
4391	EXCAVATOR		C8H9-848	LINKBELT LS4	1989	LINKBELT LS4300
4392	EXCAVATOR, 4300 CII		C8I1-1107	LINKBELT 43C	1989	LINKBELT
4393	EXCAVATOR 4300 CII		C813-0552	LINKBELT 43C	1989	LINKBELT
4397	EXCAVATOR-SAMSUNG SE		H0Y0025	SAMSUNG SE	1999	SAMSUNG SE280
4398	EXCAVATOR-TEREX		DHKHEX10S60040015	TXC300 LC-2	2006	TEREX

Field Equipment List

Eqp/Asset No	Description	License		Make	Model	Year	Manufacturer
		Plate No.	Serial Number				
4421	LOADER		9116018	CASE W24		1974	CASE W24
4440	LOADER		13X1970	CAT 955L		1979	CATERPILLAR 955L
4441	LOADER		11K4935	CAT 977L		1972	CATERPILLAR 977L
4460	SKID STEER LOADER LX		40291	NEW HOLLAN		1999	NEW HOLLAND
4461	SKID STEER LOADER LS		H08077	NEW HOLLAN		2002	NEW HOLLAND
4540	ROLLER		52505	IR SP42		1980	INGERSOLL RAND
4541	TRENCH ROLLER W/REMO		322361	RAMMAX P-33		2009	RAMMAX P-33
4630	GRADER		89G1235	CAT 120		1966	CATERPILLAR 120
4920	CRANE JIB		99C			1990	
4925	CRANE BOOM		AM433			1990	
4960	SHEAR LABOUNTY		112603	LABOUNTY 11		1986	LABOUNTY 112R
4965	SHEER		650023	GENESIS GDF		2008	GENESIS GDP65C
5015	AIR TRACK DRILL		32592	JOY		1976	JOY
5023	AIR COMPRESSOR		111727U79-986	IR 1100		1995	INGERSOLL IR1100
5024	AIR COMPRESSOR		223613	IR P175SWD		1993	INGERSOLL RAND
5026	AIR COMPRESSOR		8809009	ROL-AIR 3		1989	ROL-AIR3 V5180M
5027	AIR COMPRESSOR		169692	IR P175WD		1995	INGERSOLL RAND
5028	AIR COMPRESSOR		132798	JOY 800		1978	JOY 800
5029	AIR COMPRESSOR		170705	IR P375WD		1990	INGERSOLL RAND
5030	AIR COMPRESSOR		25446 B7038	IR P185WD		1996	INGERSOLL RAND
5032	AIR COMPRESSOR-IR 18		287039UCI221	IR 185		2002	INGERSOLL RAND
5033	AIR COMPRESSOR/GENERATOR			TITAN			TITAN
5034	AIR COMPRESSOR		23063	SULLIVAN PA		2007	SULLIVAN PALATI
5035	AIR COMPRESSOR-LEROI		3293X35	LEROI 185		1996	LEROI 185 DKE/185
5036	AIR COMPRESSOR-SULLAIR		004125161	SULLAIR 185			SULLAIR
5130	BRIDGE DECK FINISHIN		72131	GOMACO C45		1972	GOMACO
5135	BRIDGE DECK FINISHIN		BR80416-2	BID WELL BR		1980	BID WELL
5140	CONCRETE FINISHING M		MC12317-08	GOMACO C45			GOMACO C-450
5145	PAVER-GOMACO		MC15220-01	GOMACO GT-			GOMACO COMM
5183	BATCH PLANT		7788	ROSS 100		1975	ROSS
5185	BATCH PLANT		7540	ROSS 100		1971	ROSS
5300	FORKLIFT		P16501	TAYLOR Y18		1980	TAYLOR Y18
5305	FORKLIFT		Y1625-1-2850	CLARK C500F		1974	CLARK
5310	MANLIFT		R22198	CONDOR 125L		1982	CONDOR 125S
5311	MANLIFT		0300023018	JLG 125S		1995	JLG 125S 60H 6-
5312	MANLIFT		0300024460	JLG 60H		1995	JLG
5313	LIFT		93117	SKYJACK SJK		2001	SKY JACK MODEL
5314	MANLIFT		30954	GROVE AMZ6		2000	GROVE-AMZ68XT
5315	MANLIFT		29200	GROVE AMZ6		1999	GROVE AMZ68XT
5316	MANLIFT		39982	GROVE MZ66		1999	GROVE MZ66C 4X
5317	MANLIFT		35891	GROVE AMZ5		1999	GROVE AMZ56XT
5318	MANLIFT		981220	SNORKEL TB		1996	SNORKEL TB80 4'
5319	MANLIFT-GROVE AMZ 13		35752	GROVE AMZ1		2001	GROVE AMZ 131 ;
5320	MANLIFT-GROVE MZ90		26943	GROVE MZ90		2001	GROVE:MZ90 4X4
5321	MANLIFT-GROVE AMZ86X		35928	GROVE AMZ8		2001	GROVE: AMZ86ST
5360	HYDRAPLATFORM		1H9US34311C196175	HP32			MODEL HP32
5521	PILE HAMMER		85-0503	DE 30MKT		1978	DE 30 MKT
5540	PILE HAMMER		MA00567	KOBE K13		1990	KOBE
5547	HAMMER NPK MODEL 4X		57471	HAMMEROCK		1999	HAMMEROCK
5549	KOBE K25 PILE HAMMER		10-2986	KOBE K25			KOBE
5550	PILE HAMMER SET		NONE	UNITED		1987	UNITED
5551	PILE HAMMER-MODEL 22		V22820 ICE	ICE 22		2005	I.C.E. VIBRO UNIT
5552	PILE HAMMER-MODEL 21		V82441 ICE	ICE 21		2005	I.C.E. VIBRO UNIT
5553	PILE HAMMER-ICE 42S		275.DCB-1#26.DCH-1	ICE 42S		2002	ICE
5554	VIBRATORY HAMMER		09U327	HERCULES SI			HERCULES

Field Equipment List

Eqp/Asset No	Description	License	Serial Number	Make	Model	Manufacturer
		Plate No.		Model	Year	
5635	CONCRETE SAW		154500	PRO35		UNK
6005	AIR RAM		991132	KENT KB999		KENT
6009	HYDRAULIC HAMMER ID		BYT00346	CAT H65DS	2008	CATERPILLAR MC
6010	HYDRAULIC HAMMER		885457	TRAMAC BRH		TRAMAC
6011	HYDRAULIC HAMMER		770	ALLIED 770		ALLIED MODEL 77
6012	HYDRAULIC HAMMER		574846	ROCKRAM 77	1999	ROCKRAM 773XE
6013	HYDRAULIC HAMMER		574837	ROCKRAM 77	1999	ROCKRAM 773XE
6014	HYDRAULIC BREAKER RH		HS33	MAGNUM	2002	MAGNUM
6015	HYDRAULIC HAMMER-ROCKRAM		829222106	ROCKRAM V8	2010	ROCKRAM
6025	BUCKET CONCRETE		UNKNOWN			UNKNOWN
6026	BUCKET CONCRETE		UNKNOWN			UNKNOWN
6027	BUCKET		UNKNOWN			UNKNOWN
6028	CONCRETE BUCKET					1 UNKNOWN
6030	CONCRETE BUCKET					
6035	CONCRETE BUCKET					
6037	SUPERCAGE					
6040	HYDRAULIC BREAKER		583845	ROCKRAM 77	2005	ROCKRAM 778EX
6041	HYDRAULIC BREAKER		583872	ROCKRAM 77	2005	ROCKRAM 778 EX
6042	HYDRAULIC BREAKER		4498764	ROCKRAM 68	2005	ROCKRAM 685
6043	HYDRAULIC BREAKER		4498735	ROCKRAM 68	2005	ROCKRAM 685
6044	HYDRAULIC BREAKER		32V-533	D&A 30VS/N3	2008	D & A
6050	TRACK PIN PRESS			WTC		WTC
6183	GENERATOR		657301176	PACE	1991	4000 WATT
6220	FUEL TANK/W PUMP		UNKNOWN		1990	UNK
6225	PUMP		657301176	3" GAS TRASH	1990	GAS TRASH 3"
6230	PUMP		UNKNOWN	GORMON RUI	1988	GORMON RUPP 3
6231	PUMP		818215	GORMON RUI	1997	GORMON RUPP
6233	PUMP-HYDRAULIC		UNKNOWN	AQUA FLOW	1997	AQUA FLOW 6"
6234	PUMP		UNKNOWN		2000	UNK
6341	PAVEMENT BREAKER-HYD		1167-0 HM303/1163	730		MODEL 730
6342	PAVEMENT BREAKER		524676	35 LNB	1987	35 LNB
6344	PAVEMENT BREAKER		SNC25031	PB85	1988	PB 85
6501	RAMMER-TAMPER			MTX-70 PLATI		MIKASA
6740	WELDER 4030G		UNKNOWN	HOBART 403C	1995	HOBART
6741	WELDER ON 1212		UNKNOWN	HOBART	1996	HOBART
6742	WELDER-LINCOLN ON 12		U1010906351	LINCOLN RAN	2001	LINCOLN RANGEI
6748	WELDER-VA 1800		LEO95130, GUN 900-041-0304	STUD WELDE	2004	STUD WELDER
6750	WELDER-LINCOLN SA-20		UNKNOWN	LINCOLN SA2	2004	LINCOLN
6751	WELDER - LINCOLN		C1960600011	LINCOLN SA2	1978	LINCOLN SA200T1
6752	WELDER-LINCOLN		11151	RANGER V10	2006	LINCOLN
6753	WELDER				2006	
6754	WELDER		KK031481	BIG 40 WELDI		MILLER
6790	MIG SET		88WA05378			
6810	CONCRETE TESTING EQ		MC-300BD	BUDGET DIG	2001	MC-300BD BUDGE
6950	ELECTRIC PLANT		2B06742	CAT 3304	1975	CATERPILLAR
6951	LIGHT PLANT		363176UUP789	IR	2006	INGERSOL RAND
6955	GENERATOR-CAT		F7322A/001	CAT	2004	CATERPILLAR/OL
6965	STEAM JENNY		UNKNOWN	HOTSY		HOTSY
6968	100 TON PRESS		MAS 1858	MAS 100 TON	1	MAS
6970	LIGHT TOWER		6040004557	4000 WATT T		NATIONS RENT
7011	TRANSIT		H21946/H71191			
7013	TRANSIT W/TRIPOD		CL0786	GTS-3		
7016	LEVEL W/TRIPOD		82308	ZEISS NI-Z		ZEISS
7017	LEVEL W/TRIPOD		83631	ZEISS		ZEISS
7018	TRIPOD-THREAD WOOD					

Field Equipment List

Eqp/Asset No	Description	License Plate No.	Serial Number	Make Model	Model Year	Manufacturer
7019	LEVEL W/STADI			TOPCON		TOPCON
7021	TOTAL STATION			GTS-225		
7022	TRANSIT		UM1045	TOPCON GTS	2001	TOPCON TOTAL S
7023	TOTAL STATION		018816	DTM-352		
7030	SEISMOGRAPH			STD 5400		
7040	SURVEYING EQUIPMENT					
7041	TOTAL STATION		UM1730	TOPCON		TOPCON
7081	SURVEYING MODULE					

<u>NAME</u>	<u>LOCATION</u>	<u>CONTRACT SUM</u>
1201302 PIKE	PIKE COUNTY	647,518
11-1346 SMITH FK	PIKE COUNTY	630,401
11-1038 WATTS DR	LETCHER COUNTY	1,448,001
11-1006 CONCORD	JOHNSON COUNTY	3,416,393
10-1052 HAL ROGERS	PERRY COUNTY	921,087

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

<u>NAME</u>	<u>LOCATION</u>	<u>CONTRACT SUM</u>
13-1009	FLOYD COUNTY	\$1,018,343
12-1347	LESLIE COUNTY	\$ 883,280
12-2933	CARTER COUNTY	661,660
11-1320	PIKE COUNTY	857,989

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>
JOE A. BURCHETT, II	PRESIDENT	22
JOHN K. WARD	ENGINEER/PROJECT MANAGER	24
EVERETT BOURLAND	SUPERINTENDENT	28

11. DBE Participation on current bonded projects under contract:

<u>SUBCONTRACTORS (LIST)</u>	<u>PROJECT (SPECIFIC TYPE)</u>	<u>DBE</u>	<u>% of WORK</u>
<u>SPARTAN CONSTRUCTION</u>	<u>13-1009 FLOYD CO</u>	<u>DBE</u>	<u>0.3%</u>
<u>NWK CONSTRUCTION</u>	<u>13-1009 FLOYD CO</u>	<u>DBE</u>	<u>3.72%</u>
<u>PHILMOR CONTRACTING</u>	<u>12-1347 LESLIE CO</u>	<u>DBE</u>	<u>14.6%</u>
<u>JAG, INC.</u>	<u>12-1347 LESLIE CO</u>	<u>DBE</u>	<u>4.18%</u>
<u>PRO-MARK, INC.</u>	<u>12-1347 LESLIE CO</u>	<u>DBE</u>	<u>0.73%</u>
<u>BAR-TIE REINFORCING</u>	<u>12-1347 LESLIE CO</u>	<u>DBE</u>	<u>5.77%</u>
<u>SPARTAN CONSTRUCTION</u>	<u>11-1320 PIKE CO</u>	<u>DBE</u>	<u>0.13%</u>
<u>JONES & BOURLAND</u>	<u>11-1320 PIKE CO</u>	<u>DBE</u>	<u>4.97%</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.

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 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 Yes/No</u>	<u>% of Work</u>
1. <u>Seed & Guardrail</u>	Name: <u>JAG, Inc.</u> Address: <u>Lexington, KY</u>	<u>Y</u>	<u>8.5%</u>
2. <u>Staking</u>	Name: <u>Allen Engineering</u> Address: <u>Lexington KY</u>	<u>Y</u>	<u>0.5%</u>
3. <u>Install Rebar</u>	Name: <u>BAR-TIE, INC</u> Address: <u>Rising Sun, IN</u>	<u>Y</u>	<u>1.4%</u>
4. <u>Paving</u>	Name: <u>ATS Const.</u> Address: <u>Lexington KY</u>	<u>N</u>	<u>1.5%</u>
5. _____	Name: _____ Address: _____	_____	_____
6. _____	Name: _____ Address: _____	_____	_____
7. _____	Name: _____ Address: _____	_____	_____

(Attach additional sheet(s) if necessary.)



7. LFUCG MBE/WBE PARTICIPATION FORM

Bid/RFP/Quote Reference # 10-2013

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. JAG INC	Seed + Guardrail	\$54,638 ⁰⁰	8.5%
2. Allen Engineering	Staking	\$3000 ⁰⁰	0.5%
3. BAR-TIE	Install Rebar	\$9112 ⁰⁰	1.4%
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.

BUSH & BURCHETT, INC.

Company

Company Representative

MARCH 29, 2013

Date

PRESIDENT

Title



9. MBE/WBE QUOTE SUMMARY FORM

Bid/RFP/Quote Reference # 10-2013

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

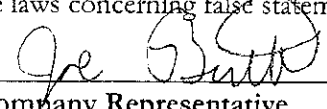
Company Name BUSH & BURCHETT, INC.	Contact Person JOE A. BURCHETT, II
Address/Phone/Email P.O. BOX 400 ALLEN, KY 41601 606-874-9057	Bid Package / Bid Date 10-2013/MARCH 29, 2013

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
JAG INC	Gina Ruth	523-7507	3-22	Guardrail + seed	email	\$54,638	F
BAR-TIE	Mary Kincaid	(812) 534-3707	3-22	Rebar	email	\$9112.00 \$28,475	F
NWK	Nickie Kendrick	(877) 733-0763	3-22	Guardrail + Seed	email	\$0	F
Allen Engineering	Lilli Allen	229-7362	3-26	staking	email	\$3000 ⁰⁰	F

(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.

BUSH & BURCHETT, INC.
Company
MARCH 29, 2013
Date



Company Representative
PRISIDENT

Title



10. LFUCG MBE/WBE SUBCONTRACTOR MONTHLY PAYMENT REPORT

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

Bid/RFP/Quote # 10-2013

Total Contract Amount Awarded to Prime Contractor for this Project _____

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

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

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

Company

Company Representative

Date

Title



11. LFUCG STATEMENT OF GOOD FAITH EFFORTS

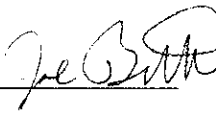
Bid/RFP/Quote # 10-2013

By the signature below of an authorized company representative, we certify that we have utilized the following methods to obtain the maximum practicable participation by minority and women owned business enterprises on the project. Please indicate which methods you used by placing an X in the appropriate place.

- Attended LFUCG Central Purchasing Economic Inclusion Outreach Event
- Sponsored Economic Inclusion event to provide networking opportunities
- Requested a list of MBE/WBE subcontractors or suppliers from LFUCG Economic Engine
- Advertised for MBE/WBE subcontractors or suppliers in local or regional newspapers
- Showed evidence of written notice of contracting and/or supplier opportunities to MBE/WBE firms at least seven days prior to the bid opening date
- Provided copies of quotations submitted by MBE/WBE firms which were not used and/or responses from firms indicating they would not be submitting a quote
- Provided plans, specifications, and requirements to interested MBE/WBE subcontractors
- Other
Please list any other methods utilized that aren't covered above.

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

BUSH & BURCHETT, INC.
Company

JOE A. BURCHETT, II 
Company Representative

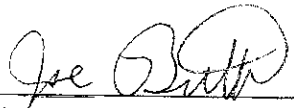
MARCH 29, 2013
Date

PRESIDENT
Title

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

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

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


Signature

BUSH & BURCHETT, INC.
Name of Business

13. STATEMENT OF EXPERIENCE

NAME OF INDIVIDUAL: JOE A. BURCHETT, II

POSITION/TITLE: PRESIDENT

STATEMENT OF EXPERIENCE: BS CIVIL ENGINEERING, UK 1995

1990-1995 BUSH & BURCHETT, INC.-LABORER

1995-2006 BUSH & BURCHETT, INC.-SURVEYOR, CONST. ENGINEER, PR MGR.

2006-PRESENT BUSH & BURCHETT, INC.-PRESIDENT

NAME OF INDIVIDUAL: JOHN K. WARD, PE

POSITION/TITLE: ENGINEER/PROJECT MANAGER

STATEMENT OF EXPERIENCE: BS MINING ENGINEERING, VPI & STATE 1981

1981-1986 PEABODY COAL COMPANY-ENGINEER

1986-1988 SUPERIOR ENGINEERS-OWNER/ENGINEER

1988-PRESENT BUSH & BURCHETT-PROJECT MANAGER/ENGINEER

NAME OF INDIVIDUAL: EVERETT BOURLAND

POSITION/TITLE: SUPERINTENDENT

STATEMENT OF EXPERIENCE: _____

1960-1976 NALLY & THOMPSON-LABORER/CARPENTER/CRANE OPERATOR

1976-1984 NALLY & THOMPSON-FOREMAN

1985-PRESENT BUSH & BURCHETT-FOREMAN/SUPERINTENDENT

NAME OF INDIVIDUAL: _____

POSITION/TITLE: _____

STATEMENT OF EXPERIENCE: _____

NAME OF INDIVIDUAL: _____

POSITION/TITLE: _____

STATEMENT OF EXPERIENCE: _____

NAME OF INDIVIDUAL: _____

POSITION/TITLE: _____

STATEMENT OF EXPERIENCE: _____

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

14. EQUAL OPPORTUNITY AGREEMENT

The Law

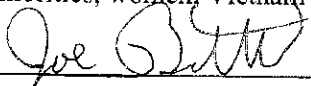
- * Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.
- * Executive Order No. 11246 on Nondiscrimination under Federal contract prohibits employment 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

BUSH & BURCHETT, INC.

Name of Business

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

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

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

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

The Act further provides:

KRS 45.610. Hiring minorities – Information required

- (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.


15. EQUAL EMPLOYMENT OPPORTUNITY AFFIRMATIVE ACTION POLICY

It is the policy of BUSH & BURCHETT, INC.

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

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

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



Signature

BUSH & BURCHETT, INC.

Name of Business

16. WORKFORCE ANALYSIS FORM

Name of Organization: BUSH & BURCHETT, INC.

Date: 03 / 29 / 2013

Categories	Total	White		Black		Other		Total	
		M	F	M	F	M	F	M	F
Administrators									
Professionals	5	5						5	
Superintendents	1	1						1	
Supervisors									
Foremen	7	7						7	
Technicians	1	1						1	
Protective Service									
Para-Professionals									
Office/Clerical	2		2						2
Skilled Craft	30	28	1		1			28	2
Service/Maintenance	7	7						7	
Total:	53	49	3		1			49	4

Prepared By: 

17. EVIDENCE OF INSURABILITY

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

Names Insured: Bush & Burchett, Inc. Employee ID: _____
 Address: P.O. Box 400, Allen, KY. 41601 Phone: 606-874-9057

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 per occ. 2,000,000 agg.	Old Republic INS.	000733	A
SC-3, Section 2, Part 4.1 - see provisions	AUTO	\$2,000,000 per occ.	\$1,000,000 per occ.	Old Republic INS.		A
SC-3, Section 2, Part 4.1 - see provisions	Comm. Umbrella WC	\$5,000,000 Statutory w/endorsement as noted	\$5,000,000 per occ. \$1,000,000	Navigators Ins. Co. Old Republic INS.	001925 000733	A A

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

Agency or Brokerage: Assured Neve Lukens Name of Authorized Representative: Duran Hall
P.O. Box 3189 Title: Senior Vice President
 Street Address: _____ Authorized Signature: Duran Hall
 City: Pikeville State: KY. Zip: 41502 Date: 3-27-13
 Telephone Number: 606-605-0002

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

17. EVIDENCE OF INSURABILITY

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

Names Insured: _____ Employee ID: _____
 Address: _____ Phone: _____
 Project to be insured: _____

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

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

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

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

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

18. DEBARRED FIRMS

PROJECT NAME: Grimes Mill Road Bridge Replacement Over Boone Creek

BID NUMBER: 10-2013

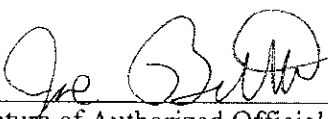
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
LEXINGTON, KY

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

BUSH & BURCHETT, INC.
Name of Firm Submitting Bid


Signature of Authorized Official

PRESIDENT
Title

MARCH 29, 2013
Date

19. 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:

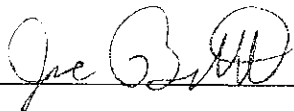
- 1) Are not presently debarred, suspended, proposed for debarment, declared negligible, or voluntarily excluded from covered transactions or contract by any Federal department or agency for noncompliance with the Federal Labor Standards, Title VI of the Civil Rights Act of 1964 as amended, Executive 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: BUSH & BURCHETT, INC.

Project: Grimes Mill Road Bridge Replacement Over Boone Creek

Printed Name and Title of Authorized Representative:

<u>JOE A. BURCHETT, II</u>	<u>PRESIDENT</u>
Print Name	Title

Signature: 

Date: MARCH 29, 2013

20. 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.

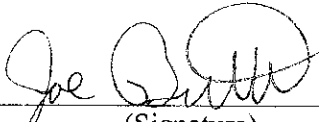
The prospective participant also agrees by submitting his or her bid proposal that he or she shall require the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

BUSH & BURCHETT, INC.

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

(Name of Officer or Authorized Agent)

(Title)


(Signature)

PRESIDENT

21. 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 Contractor, 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 the he has, 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.

BUSH & BURCHETT, INC.

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

(Name of Officer or Authorized Agent)

(Title)



(Signature)

PRESIDENT

Date: MARCH 29, 2013

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.

22. CERTIFICATION OF ORGANIZATION(S)

LEXINGTON FAYETTE-URBAN COUNTY GOVERNMENT

COUNTY: FAYETTE

FED PROJECT NO: BRZ0703 (296)

I, JOE A. BURCHETT, II, PRESIDENT
(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,

BUSH & BURCHETT, INC.
(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:

 PRESIDENT
(Signature) (Title)

END OF SECTION

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GENERAL CONDITIONS
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END OF SECTION

PART IV

GENERAL CONDITIONS

1. DEFINITIONS

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

1.1 Addenda

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

1.2 Agreement

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

1.3 Application for Payment

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

1.17 Field Order

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

1.18 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

Not applicable

1.34 Work

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

1.35 Time Period

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

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

2.8 Finalizing Schedules

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

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

3.1 General

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

3.2 Intent

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

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,

4.3.1.2 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. At such time as the Engineer deems appropriate - based on the quality of work performed, progress of cleanup, and other pertinent factors - the rate of retainage, or the total amount retained, may be reduced; although, any reduction in retainage, below the ten (10) percent level, is made solely at the Engineer's discretion. All remaining retainage held will be included in the final payment to the Contractor.

13.3 CONTRACTOR'S Warranty of Title

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

13.4 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

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		SC-66 PUBLIC LAW 88-352: TITLE VI OF THE CIVIL RIGHTS ACT OF 1964
		SC-67 COMPLIANCE WITH CLEAN AIR AND WATER ACTS
		SC-68 ENERGY EFFICIENCY REQUIREMENTS
		SC-69 LEAD-BASED PAINT CONSIDERATIONS
		SC-70 EQUAL EMPLOYMENT OPPORTUNITY AFFIRMATIVE ACTION
		SC-71 DISADVANTAGE BUSINESS ENTERPRISE (DBE) REQUIREMENTS
		SC-97 FORM FHWA-1273 - REQUIRED CONTRACT PROVISIONS FEDERAL - AID CONSTRUCTION CONTRACTS

1. REQUIRED RISK MANAGEMENT PROVISIONS

INDEMNIFICATION AND HOLD HARMLESS PROVISION

- (1) It is understood and agreed by the parties that Contractor hereby assumes the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of Contractor or its employees, agents, servants, owners, principals, licensees, assigns or subcontractors of any tier (hereinafter "CONTRACTOR") under or in connection with this agreement and/or the provision of goods or services and the performance or failure to perform any work required thereby.
- (2) CONTRACTOR shall indemnify, save, hold harmless and defend the Lexington-Fayette Urban County Government and its elected and appointed officials, employees, agents, volunteers, and successors in interest (hereinafter "LFUCG") from and against all liability, damages, and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, from or by CONTRACTOR's performance or breach of the agreement and/or the provision of goods or services provided that: (a) it is attributable to personal injury, bodily injury, sickness, or death, or to injury to or destruction of property (including the loss of use resulting therefrom), or to or from the negligent acts, errors or omissions or willful misconduct of the CONTRACTOR; and (b) not caused solely by the active negligence or willful misconduct of LFUCG.
- (3) In the event LFUCG is alleged to be liable based upon the above, CONTRACTOR shall defend such allegations and shall bear all costs, fees and expenses of such defense, including but not limited to, all reasonable attorneys' fees and expenses, court costs, and expert witness fees and expenses, using attorneys approved in writing by LFUCG, which approval shall not be unreasonably withheld.
- (4) These provisions shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this agreement.

FINANCIAL RESPONSIBILITY

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

INSURANCE REQUIREMENTS

YOUR ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW, AAND YOU MAY NEED TO CONFER WITH YOUR INSURANCE AGENTS, BROKERS, OR CARRIERS TO DETERMINE IN ADVANCE OF SUBMISSION OF A RESPONSE THE AVAILABILITY OF THE INSURANCE COVERAGES AND ENDORSEMENTS REQUIRED

HEREIN. IF YOU FAIL TO COMPLY WITH THE INSURANCE REQUIREMENTS BELOW, YOU MAY BE DISQUALIFIED FROM AWARD OF THE CONTRACT.

Required Insurance Coverage

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

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

The policies above shall contain the following conditions:

- a. All Certificates of Insurance forms used by the insurance carrier shall be properly filed and approved by the Department of Insurance for the Commonwealth of Kentucky (DOI). LFUCG shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy using the Kentucky DOI approved forms.
- b. The General Liability Policy shall be primary to any insurance or self-insurance retained by LFUCG.
- c. The General Liability Policy shall include a Products and Completed Operations endorsement or Premises and Operations Liability endorsement unless it is deemed not to apply by LFUCG.
- d. The General Liability Policy shall include an Explosion-Collapse Underground (XCU) endorsement unless it is deemed not to apply by LFUCG.
- e. The General Liability Policy shall include a Pollution liability and/or Environmental Casualty endorsement unless it is deemed not to apply by LFUCG unless it is deemed not to apply by LFUCG.
- f. LFUCG shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed.

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

Renewals

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

Deductibles and Self-Insured Programs

IF YOU INTEND TO SUBMIT A SELF-INSURANCE PLAN IT MUST BE FORWARDED TO LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, DIVISION OF RISK MANAGEMENT, 200 EAST MAIN STREET, LEXINGTON, KENTUCKY 40507 NO LATER THAN A MINIMUM OF FIVE (5) WORKING DAYS PRIOR TO THE RESPONSE DATE.

Self-insurance programs, deductibles, and self-insured retentions in insurance policies are subject to separate approval by Lexington-Fayette Urban County Government's Division of Risk Management, upon review of evidence of BIDDER/CONTRACTOR's financial capacity to respond to claims. Any such programs or retentions must provide LFUCG with at least the same protection from liability and defense of suits as would be afforded by first-dollar insurance coverage. If BIDDER/CONTRACTOR satisfies any portion of the insurance requirements through deductibles, self-insurance programs, or self-insured retentions, BIDDER/CONTRACTOR agrees to provide Lexington-Fayette Urban County Government, Division of Risk Management, the following data prior to the final acceptance of bid and the commencement of any work:

- a. Latest audited financial statement, including auditor's notes.
- b. Any records of any self-insured trust fund plan or policy and related accounting statements.
- c. Actuarial funding reports or retained losses.
- d. Risk Management Manual or a description of the self-insurance and risk management program.
- e. A claim loss run summary for the previous five (5) years.
- f. Self-Insured Associations will be considered.

Safety and Loss Control

CONTRACTOR shall comply with all applicable federal, state, and local safety standards related to the performance of its works or services under this Agreement and take

necessary action to protect the life, health and safety and property of all of its personnel on the job site, the public, and LFUCG.

Verification of Coverage

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

Right to Review, Audit and Inspect

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

DEFAULT

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

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2. UTILITY NOTES

Utility coordination efforts determined that no utility relocation is required to complete the project.

SPECIAL CAUTION NOTE – PROTECTION OF UTILITIES

There are no known utilities within the project limits. As a precaution, the contractor will be responsible for contacting all utility facility owners within the project limits before any construction activities begin. If encountered, the contractor will coordinate his activities to minimize and, where possible, avoid conflicts with utility facilities. If encountered and where conflicts with utility facilities are unavoidable, the contractor will coordinate any necessary relocation work with the facility owner and Resident Engineer.

The Lexington-Fayette Urban County Government maintains the right to remove or alter portions of this contract if a utility conflict occurs.

The Lexington-Fayette Urban County Government 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.

The contractor is advised to contact KY 811 one-call system; however, the contractor should be aware that owners of underground facilities are not required to be members of the KY 811 one-call system. It may be necessary for the contractor to contact the County Court Clerk to determine what utility companies have facilities in the project area. Note: See attached sheet for Project Area Utility Contacts.

3. PRE-QUALIFICATION

The Prime Contractor and all Subcontractors are required to be pre-qualified by the KY Department of Transportation for Highway Construction.

Prospective contractors shall be pre-qualified by KYTC Division of Construction Procurement Prospective in Bridge Construction Not More than 100 Ft. Clear Span (Code E2) prior to submittal of Bid Package.

4. **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.

5. **STATE WAGE SCALE & FEDERAL WAGE SCALE:**

The following pages for STATE WAGE SCALE: SC 9 – SC 29

The following pages for FEDERAL WAGE SCALE: SC 30 – SC 34

**KENTUCKY LABOR CABINET
PREVAILING WAGE DETERMINATION
CURRENT REVISION
LOCALITY NO. 008**

Determination No. CR-7-008

Date of Determination: June 27, 2012

PROJECT NO. 034-H-01107-12-7

_____ BLDG ___x___ HH

This schedule of the prevailing rate of wages for Locality No. 008, which includes Fayette County, has been determined in accordance with the provisions of KRS 337.505 to 337.550. This determination shall be referred to as Prevailing Wage Determination No. CR-7-008.

Apprentices shall be permitted to work as such subject to Administrative Regulations adopted by the Commissioner of Workplace Standards. Copies of these regulations will be furnished upon request to any interested person.

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

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

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

BUILDING CONSTRUCTION


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

HIGHWAY CONSTRUCTION

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

HEAVY CONSTRUCTION

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


Michael C. Donta, Deputy Commissioner
Department of Workplace Standards
Kentucky Labor Cabinet

**KENTUCKY LABOR CABINET
PREVAILING WAGE DETERMINATION
CURRENT REVISION
LOCALITY NO. 008**

**GABINETE DE TRABAJO DE KENTUCKY
DETERMINACION DE SALARIOS PREDOMINANTES
REVISION VIGENTE
LOCALIDAD NO. 008**

Determination No. CR-7-008
Determinación No. CR-7-008

Date of Determination: June 27, 2012
Fecha de determinación: 27 de junio del 2012

PROJECT NO. 034-H-01107- 12-7 ____ BLDG ___ x ___ HH
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Este horario de salarios predominantes es para la localidad N0.008, que incluye los condados de, Fayette, estos horarios han sido determinados en acuerdo con las provisiones de la ley en el artículo KRS 337.505 hasta 337.550. Esta determinación debe ser referida como el Salario Predominante No. CR-7-008.

El aprendiz deberá ser permitido de trabajar como está sujetado en la Administración de Regulaciones adoptadas por el Director ejecutivo de las oficinas en las Normas de Labores. Copias de estas regulaciones deberán ser proporcionadas a cualquier persona que las solicite.

El tiempo extra debe estar calculado a no menos que sea de una hora y media (1 ½) como es indicado en el SUELDO BASICO por las horas trabajadas al exceder de más de ocho horas (8) por día o al exceder de más de cuarenta horas (40) por semana. No obstante, la ley KRS 337.540 permite que un empleado y un empleador consientan, por escrito, que un empleado sea compensado al mismo nivel de un sueldo básico por horas trabajadas en exceso de más de ocho (8) horas en cualquier día, pero no más de diez (10) horas trabajadas en un mismo día de trabajo, si existe, un convenio previo por escrito antes de hacer horas extras después de las ocho horas (8) en un día de trabajo o estas siendo trabajadas, o donde haya sido proporcionado un convenio colectivo y mutuo. La base de pago para los beneficios adicionales deberán ser pagados al mismo nivel de todas las horas de trabajadas. Los montos

de beneficios adicionales son aplicados para todas las horas trabajadas excepto cuando no haya acuerdo. A los soldadores recibirán un tipo de pago adicional de acuerdo a la artesanía de la soldadura.

Ningún trabajador, obrero o mecánico deberá ser pagado a un nivel menos que un obrero general excepto cuando existan esas clasificaciones de aprendiz registrados honestamente con el supervisor del programa de Aprendizaje del estado de Kentucky, a menos que de lo contrario sea especificado en el inventario de taza del salario.

NOTA: El tipo de construcción será determinado aplicando las siguientes definiciones.

CONSTRUCCION DE EDIFICIOS

Construyendo edificios significa un espacio protegido con acceso de entrada y salida con el propósito de albergar a personas, maquinaria, equipo y/o materiales. Esto incluye toda la construcción de cada estructura, e instalación de utilidades, instalación de equipo, esto también incluye el nivel de arriba y abajo, así como también la gradación adicional, las utilidades y el pavimento.

CONSTRUCCION DE CARRETERAS

La construcción de carreteras incluye lo siguiente, la alteración el reparamiento de carreteras o calles, autopistas, autopista de aviones, callejones, senderos, caminos, estacionamientos, y otros proyectos semejantes que sean similares a la construcción o construcción pesada. Esto es incluyendo toda la construcción que pueda suceder en conjunción con la construcción de un proyecto de carreteras.

CONSTRUCCION PESADA

Los proyectos pesados son esos proyectos que no están clasificados apropiadamente como un "edificio" o como una "autopista". Por ejemplo, como proyectos de excavación, proyectos de líneas de agua y alcantarillado, desagüe de aguas residuales en plantas o instalaciones éstas son consideradas construcción pesada.



Michael L. Dixon, Commissioner
Department of Workplace Standards
Kentucky Labor Cabinet

CR 7-008 2012
CLASSIFICATIONS BASE RATES AND FRINGE BENEFITS

ASBESTOS/INSULATION WORKERS:	BASE RATE	\$24.67
	FRINGE BENEFITS	11.51
TRABAJADORES DE ASBESTOS Y AISLANTES	SUELDO BASICO	
\$24.67		
	COMPESACIONES ADICIONALES	
11.51		

BOILERMAKERS:	BASE RATE	\$21.75
	FRINGE BENEFITS	11.76
CALDEDEROS:	SUELDO BASICO	
\$21.75		
	COMPESACIONES ADICIONALES	
11.76		

BRICKLAYERS:		
ALBAÑILES:		
Bricklayers:	BASE RATE	\$23.58
Albañiles:	SUELDO BASICO	
\$23.58		

10.78		COMPESACIONES ADICIONALES	
Firebrick & Refractory:		BASE RATE	\$24.79
		FRINGE BENEFITS	10.82
Encargado de derretir material y Ladrillos resistentes a la acidez:		SUELDO BASICO	
\$24.79		COMPESACIONES ADICIONALES	
10.82			
Sawman & Layman:		BASE RATE	\$23.83
		FRINGE BENEFITS	10.78
Persona encargada de colocar el material necesario y el encargado de aserrar:		SUELDO BASICO	
\$23.83		COMPESACIONES ADICIONALES	
10.78			

CARPENTERS:
CARPINTEROS:

Carpenters:	BUILDING	BASE RATE	\$21.23
		FRINGE BENEFITS	12.40
Carpinteros:	EDIFICIO	SUELDO BASICO	
\$21.23		COMPENSACIONES ADICIONALES	
12.40			
Piledrivermen:	BUILDING	BASE RATE	\$21.73
		FRINGE BENEFITS	12.40
Encargado de equipo de acero para recoger carga y desmonte al nivel del suelo:	EDIFICIO	SUELDO BASICO	
\$21.73		COMPENSACIONES ADICIONALES	
12.40			
Carpenters:	HEAVY & HIGHWAY	BASE RATE	\$26.40
		FRINGE BENEFITS	13.95
Carpinteros:	CONSTRUCCION PESADA Y AUTOPISTA	SUELDO BASICO	
\$26.40		COMPENSACIONES ADICIONALES	
13.95			
Piledriver:	HEAVY & HIGHWAY	BASE RATE	\$26.65
		FRINGE BENEFITS	13.95
Encargado de equipo de acero para recoger carga y desmonte al nivel del suelo:	CONSTRUCCION PESADA Y AUTOPISTA	SUELDO BASICO	
\$26.65		COMPENSACIONES ADICIONALES	
13.95			

Divers:	HEAVY & HIGHWAY	BASE RATE	\$39.98
Buceadores:	CONSTRUCCION PESADA Y AUTOPISTA	FRINGE BENEFITS	13.95
\$39.98		SUELDO BASICO	
13.95		COMPENSACIONES ADICIONALES	

CEMENT MASONS:		BASE RATE	\$15.51
		FRINGE	.59
ALBAÑIL DE MAMPOSTERIA:		SUELDO BASICO	
\$15.51		COMPESACIONES ADICIONALES	
.59			

ELECTRICIANS:		BASE RATE	\$29.32
		FRINGE BENEFITS	13.88
ELECTRICISTAS:		SUELDO BASICO	
\$29.32		COMPESACIONES ADICIONALES	
13.88			

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

Electricistas:
 Cuando el trabajador es requerido que labore usando un artefacto como asiento suspendido de un cable muy alto, atado por medio de cables, trabajando en viaductos, plataformas, lugares estrechos altos; para dar acceso al paso de trabajadores, radio y las torres de televisión, estructuras de acero (al aire libre, desprotegido o estructuras de acero sin piso) y puentes, lugares de peligro similar donde los trabajadores están sujetos a caerse directamente, añadir el 25% al pago por hora a los trabajadores que estén laborando de 50 a 75 pies, si el trabajo es más de 75 pies entonces añadir el 50%. No se le añadirá el pago máximo si el trabajo es hecho usando plataformas, carretas flotantes, o algún otro tipo de elevación mecanizado en plataformas encima de las 75 pulgadas o 1.95centímetros encima de la superficie donde la plataforma se sienta.

LINEMAN:	HEAVY HIGHWAY	BASE RATE	\$30.78
		FRINGE BENEFITS	11.33
Trabajadores que laboran reparando la comunicación en la energía eléctrica	CONSTRUCCION PESADA Y AUTOPISTA	SUELDO BASICO	
\$30.78		COMPENSACIONES ADICIONALES	
11.33			

EQUIPMENT OPERATOR:	HEAVY HIGHWAY	BASE RATE	\$27.52
		FRINGE BENEFITS	10.69
OPERADOR DE EQUIPO:	CONSTRUCCION PESADA Y AUTOPISTA	SUELDO BASICO	
		COMPENSACIONES ADICIONALES	
			\$27.52
			10.69

GROUNDSMAN:	HEAVY HIGHWAY	BASE RATE	\$18.23
		FRINGE BENEFITS	8.86
TRABAJADORES QUE SE ENCARGAN DE LA EXCAVACION:	CONSTRUCCION PESADA Y AUTOPISTA	SUELDO BASICO	
		COMPENSACIONES ADICIONALES	
			\$18.23
			8.86

ELEVATOR CONSTRUCTORS:		BASE RATE	\$30.46
		FRINGE BENEFITS	8.92
	CONSTRUCTOR DE ASENSORES/ELEVADORES	SUELDO BASICO	
		COMPENSACIONES ADICIONALES	
			\$30.46
			8.92

GLAZIERS:		BASE RATE	\$24.15
		FRINGE BENEFITS	11.45
VIDRIEROS:		SUELDO BASICO	
		COMPENSACIONES ADICIONALES	
			\$24.15
			11.45

IRONWORKERS:		BASE RATE	\$26.34
		FRINGE BENEFITS	18.84
TRABAJORES DE FUNDICION DE HIERRO:		SUELDO BASICO	
		COMPENSACIONES ADICIONALES	
			\$26.34
			18.84

**LABORERS / BUILDING:
OBREROS/EDIFICIO:**

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

BUILDING	*BASE RATE	\$20.01
	FRINGE BENEFITS	10.09

EDIFICIO GRUPO 1: Obreros generales, obreros que remueven asbestos, obreros que remueven los desechos tóxicos, acarreador de agua, (ayudante de ingenieros civiles, persona que carga la varilla para medir los niveles durante una inspección, trabajador de nivelación, se excluye todo el trabajo hecho por firmas de Ingenieros) encargados de vaciar y el reparo de concreto, destrucción de estructuras, removimiento de piezas de concreto y destrucción de las mismas, Trabajo manual de excavación y relleno, limpiadores del área de paso y donde será la construcción, Instalación de piezas laminadas de madera y el ademado con las mismas, trabajador que da señales para el tanque/bote/contenido de concreto, limpieza general y limpieza ambiental, nuclear, radiación desechos tóxicos y peligrosos de nivel D:

\$20.01	EDIFICIO	*SUELDO BASICO
10.09		COMPENSACIONES ADICIONALES

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

BUILDING	*BASE RATE	\$20.41
	FRINGE BENEFITS	10.09

EDIFICIO GRUPO 2: Todos los operadores de herramientas con aire a presión, maquinaria pesada para excavación, trabajadores que limpian el asfalto por medio de rastrillo, trabajadores encargados de cargar y pulir, encargado de bodega y escala, operador de moto sierra, cortador de concreto, cortador/quemador, encargado de la trituradora eléctrica manual, todos los martillos eléctricos y los marros, encargado de señales, operadores de carretilla elevadora, trabajadores encargados de los moldes para vaciar el concreto en calles y en autopistas, encargados de los moldes de metal, calentadores, trabajador de colocación de mallas en los pasillos, calles y carreteras afuera de los edificios, obreros del trabajo contra los incendios, una barra que es utilizada como nivelador, un método antiguo para cortar metal por medio de una antorcha, constructor de partes, ayudante de albañil, ayudante de trabajos múltiples, instalador de pipas, instalador de un tipo de cemento, trabajadores ayudantes de la aplicación de acabados en polvo, carretillas eléctricas modelo Georgia, encargados de la excavación de hoyos para postes por medio de motor, obreros de ferrocarril, obreros de detonadores de arena, cimienta de un edificio o alguna otra estructura y trabajadores que se encargan de la gabarra de material pesado fuera del edificio, trabajadores encargados de señales, encargado de barrer y limpiar máquinas, operadores de máquinas de vibración, máquina de vibración/ forzada operada manual o por medio de control remoto, , Maquinaria especial que es operada manualmente y se utiliza para colocar las líneas de agua y electricidad, máquina para batidor de cemento mortero, obreros encargados de bombear agua y trabajadores ambientales- nucleares, radiación, tóxicos y desechos peligrosos- Nivel C

\$20.41	EDIFICIO	*SUELDO BASICO
10.09		COMPENSACIONES ADICIONALES

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

BUILDING	*BASE RATE	\$20.61
	FRINGE BENEFITS	10.09

EDIFICIO GRUPO 3: Encargado de pegar el asfalto en el pavimento, Protección contra incendio por medio de pistola, operador de protección contra incendio por medio de máquina, detonador de arena, concreto o máquina para bombear concreto

\$20.61	EDIFICIO	*SUELDO BASICO	
		COMPENSACIONES ADICIONALES	
10.09			

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

		*BASE RATE	\$20.71
		FRINGE BENEFITS	10.09

EDIFICIO GRUPO4: Trabajadores de la aplicación de acabados en polvo y detonación, obrero ambiental, nuclear, radiación, tóxicos y desperdicios peligrosos Nivel B:

\$20.71	EDIFICIO	*SUELDO BASICO	
		COMPENSACIONES ADICIONALES	
10.09			

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

		*BASE RATE	\$21.21
		FRINGE BENEFITS	10.09

EDIFICIO GRUPO 5: Pozo de cimentación de (6 pies y más) herramienta de presión y neumática, obreros ambientales, nucleares, radiación, tóxicos y desperdicios peligrosos- Nivel A

\$21.21	EDIFICIO	*SUELDO BASICO	
		COMPENSACIONES ADICIONALES	
10.09			

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

		*BASE RATE	\$21.51
		FRINGE BENEFITS	10.09

EDIFICIO GRUPO 6: Trabajador de túneles y trabajadores mineros de túneles en arena, recipiente que se usa para detener el agua en un cimiento para que la construcción continúe (puede ser a presión o usando aire natural), un obrero que trabaja en excavación túneles debajo del agua, o puede tratarse de un obrero que trabaja excavando arena, o un excavador de tierra o lodo (puede ser a presión o usando aire natural)

\$21.51	EDIFICIO	*SUELDO BASICO	
		COMPENSACIONES ADICIONALES	
10.09			

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

*** Empleados que estén usando materiales tratados químicamente y que son peligrosos para la piel deberán recibir un sueldo adicional de \$.050 por hora. Los empleados que estén laborando en trabajos altos o en chimeneas, o en cualquier trabajo de más de 50 pies encima de la superficie o piso sólido deberán recibir \$1.00 encima de la base de sueldo. Empleados trabajando en calderas,**

hornos, tanques para derretir, calefacciones o cuando un refractario es hecho con fuego real, drying fires, heatups, o cualquier otro tipo de calentamiento deberá añadirse \$2.00 encima de la base del sueldo.

LABORERS / HEAVY & HIGHWAY:

OBREROS/CONSTRUCCION PESADA Y AUTOPISTA:

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

HEAVY & HIGHWAY	BASE RATE	\$20.81
	FRINGE BENEFITS	10.85

CONSTRUCCION PESADA Y AUTOPISTA GRUPO 1: Trabajador de la curación y envejecimiento de cemento (cualquier método), trabajador de disminución de asbestos, trabajadores de planta para asfalto, trabajadores de asfalto en autopistas, trabajadores de desecho de materiales, ayudante de carpinteros, ayudante de albañiles para mampostería, limpiador de máquinas, trabajadores encargados del concreto, trabajadores de demolición, trabajadores de remover piezas sólidas de profundidades con agua, ayudante de perforación, trabajador ambiental, trabajador nuclear, de radiación, de tóxicos, de desperdicios peligrosos, Nivel D, trabajador que detiene la orilla de un palo durante el estudio de un terreno, trabajador de nivelación, trabajo manual de excavación y relleno, trabajadores que marcan las carreteras, trabajador de diseños de jardines, trabajador de colocación de mallas, trabajador que distribuye el asfalto caliente, trabajador de fundidor de hierro, trabajador de rieles, trabajadores que colocan las piedras que retienen la erosión de la tierra, al igual que el cemento mezclado, trabajadores que limpian el área derecho al paso, trabajador de señales, trabajador de barrera de seguridad e instalación de cercados/vallas (de todo tipo) guardavías, instalador de barreras y cercados (de todo tipo) instalador de barreras de sonidos, trabajadores de alcantarillado sanitario, tormentas e inundaciones, trabajador que da señales para el reverso/descarga de camionetas, destrucción de partes de concreto, limpieza:

CONSTRUCTION PESADA Y AUTOPISTA	SUELDO BASICO	\$20.81
	BENEFICIOS ADICIONALES	10.85

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

HEAVY & HIGHWAY	BASE RATE	\$21.06
	FRINGE BENEFITS	10.85

CONSTRUCCION PESADA Y AUTOPISTA GRUPO 2: Trabajadores encargados de mantener lleno el contenido de cemento (alcantarillado sanitario y tormentas) ayudantes de albañil para mampostería, operador de batidor de cemento mortero fabricante de andamios, quemador y soldador, trabajadores que remueven cemento, metal oxidado y pintura con herramienta de aire, operador de moto sierra y operadores de moto sierra para concreto, trabajadores encargados de mantener limpio el área de carga

en puentes y ríos, trabajadores encargados del cemento en seco, trabajadores ambientales, nucleares, y de radiación, de tóxicos y desperdicios peligrosos- Nivel C, operador de carretilla elevadora para mampostería, trabajadores encargados de fabricar los moldes para vaciar concreto, trabajadores encargados de cortar el concreto verde, operador manual para mezcla y máquina trituradora, martillo de aire compreso, corrección de pintura con plomo, quebradores de pavimento, máquina de enlace de pavimento, instalador de pipas, operadores de láser (que no sean metálicos), fusión de pipas de plástico, triciclo y carretilla eléctrica, excavación eléctrica de hoyos para postes, trabajadores encargados de los hoyos para los moldes de concreto, trabajador que caminar por detrás de una máquina para escacharrar, trabajador que camina detrás de un excavadora, detonador de arena, martillo quebrantador de concreto, pulverizador de superficies, operadores de equipo de oscilación/vibración, perforador de vagones:

CONSTRUCCION PESADA Y AUTOPISTA	SUELDO BASICO	\$21.06
	COMPENSACIONES ADICIONALES	

10.85

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

HEAVY & HIGHWAY	BASE RATE	\$21.11
	FRINGE BENEFITS	10.85

CONSTRUCTION PESADA Y AUTOPISTA GRUPO 3: Maquinaria pesada para excavación (de todo tipo) sellador de asfalto/chapopote, protección contra incendio por medio de pistola, operadores y mezcladores de material contra incendio, encargado de explosivos y detonaciones, encargados de construir barandilla/pasamanos pavimentado para zanjas/operadores de atornillar, trabajadores de túneles (al aire libre) y detonadores de agua:

CONSTRUCCION PESADA Y AUTOPISTA	SUELDO BASICO	\$21.11
	COMPENSACIONES ADICIONALES	10.85

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

HEAVY & HIGHWAY	BASE RATE	\$21.71
	FRINGE BENEFITS	10.85

CONSTRUCTION PESADA Y AUTOPSTA GRUPO 4: Trabajadores con equipo protector (tipo cilindro) que es usado debajo de agua para protección de la presión de agua o derrumbes (Estructura usada debajo del agua con aire para no dejar entrar el agua))(libre de aire), trabajadores de acabado de cemento, trabajadores ambientales, nucleares, radiación, tóxicos y desperdicios peligrosos - Nivel A y B, mineros y taladradores (al aire libre) trabajadores en explosión en túneles (de todo tipo), encargado de la pólvora y detonación, probador del equipo nuclear portátil, instrumento utilizado para medir densidad al compactar material y cemento si esto realizado por medio de un trabajador:

CONSTRUCCION PESADA Y AUTOPISTA	SUELDO BASICO	\$21.71
	COMPENSACIONES ADICIONALES	10.85

MARBLE, TILE & TERRAZZO:
 TRABAJADORES DE ACABADO DE MARMOL, MOSAICO Y AZULEJO:

Finishers:	BASE RATE	\$16.55
	FRINGE BENEFITS	0.00
Trabajadores de acabado:	SUELDO BASICO	
\$16.55		
	COMPENSACIONES ADICIONALES	0.00

Setters:		BASE RATE	\$22.52
		FRINGE BENEFITS	0.00

Trabajadores que se encarga de la formación de una fundación de pared por medio de marco de madera:

\$22.52		SUELDO BASICO	
		COMPENSACIONES ADICIONALES	0.00

MILLWRIGHTS:

		BASE RATE	\$24.18
		FRINGE BENEFITS	15.67

TRABAJADOR QUE COLOCA LA MAQUINARIA
\$24.18

15.67

COMPENSACIONES ADICIONALES

**OPERATING ENGINEERS / BUILDING:
INGENIEROS OPERADORES/EDIFICIO:**

**NCCCO OR OECP CERTIFIED
NCCCO OR OECP CERTIFICADO**

(Ingenieros Operadores que tienen la certificación por medio de terceros o agente externo como el NCCCO (National Commission for the Certification of Crane Operadores) (Comisión Nacional de Certificación para Operadores de Grúas) o también como por (Operating Engineer Certification Program) (Certificación del Programa de Ingenieros Operadores)

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

BUILDING

	BASE RATE	\$27.30
	FRINGE BENEFITS	13.40

EDIFICIO CLASE A-1: Grúas, Máquina de extracción profunda como en ríos, Motor levanta cargas (1 cilindro cuando es usado para un cañón de chimenea, o para construcción o reparación), Mover o cargar algo por medio de cuerda o sistema de poleas (de dos o más cilindros), Recipiente redondo de diferentes niveles para recoger carga pesada, Grúa, Encargado del equipo de acero para recoger carga y desmonte al nivel del suelo, grúa montada en camioneta, grúa hidráulica:

\$27.30	EDIFICIO	SUELDO BASICO
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13.40

COMPENSACIONES ADICIONALES

OPERATING ENGINEERS / BUILDING:

BUILDING CLASS A: Articulating dump, auto patrol, batcher plant, bituminous paver, cableway, central compressor plant, clamshell, concrete mixer (21 cu. ft. or over), concrete pump, crane, crusher plant, derrick, derrick boat, directional boring machine, ditching and trenching machine, dragline, dredge operator, dredge engineer, elevating grader and all types of loaders, forklift (regardless of lift height), GPS systems (on equipment within the classification), hoe type machine, hoist (1 drum when used for stack or chimney construction or repair), hoisting engineer (2 or more drums), laser or remote controlled

equipment (within the classification), locomotive, motor scraper, carry-all scoop, bulldozer, heavy duty welder, mechanic, orangepeel bucket, piledriver, power blade, motor grader, roller (bituminous), scarifier, shovel, tractor shovel, truck crane, winch truck, push dozer, highlift, all types of boom cats, self contained core drill, hopto, tow or push boat, a-frame winch truck, concrete paver, gradeall, hoist, hyster, pumpcrete, Ross carrier, boom, tail boom, rotary drill, hydro hammer, mucking machine, rock spreader attached to equipment, scoopmobile, KeCal loader, tower cranes (French, German and other types), hydrocrane, backfiller, gurries, sub-grader, tunnel mining machines including moles, shields, or similar types of tunnel mining equipment:

BUILDING	*BASE RATE	\$26.27
	FRINGE BENEFITS	13.40

INGENIEROS OPERADORES/EDIFICIO:

EDIFICIO CLASE A: Descargue en movimiento, Auto patrulla, Planta de cantidad en material requerido, Relativo al chapopote o pavimento, Sistema de transportación por medio de cables, Planta central de compresores, Excavadora que abre y cierra al extraer, Batidor de concreto (21 pies cúbicos. o mas), Bomba para concreto, Grúa, Planta designada para destrucción, Derrick, (puede ser operada manual o mecánica), barco/bote levanta cargas, Un tipo de herramienta en máquina encargada de trabajar mecánicamente en cilindros, perforaciones, moldes. Máquina pesada para excavación, Máquinas pesada para extracción o absorción profunda principalmente en agua, Ingenieros para ese tipo de máquinas, Niveladora para elevación para todo tipo de cargamentos, Montacargas (sin importar el tamaño de la carga) GPS, Sistemas de posición global (esto es en equipo en la misma clasificación) máquina para esparcir masas o morteros, levanta cargas, (una (1) torre o cilindro vertical usado para amontonar, o construcción o reparo de chimeneas) motor levanta cargas, (de mas de 2 torres o cilindros verticales),equipo láser, manejado por medio de control remoto, (dentro de la misma clasificación), Locomotora, Raspador/espátula por medio de motor, Pala levanta todo, Demolición Buldócer, Soldadura para equipo muy resistente, Mecánico, Recipiente redondo de diferentes niveles para recoger carga pesada, Levanta cargas de un lugar a otro, Cortadora eléctrica, nivelador motorizado, Instrumento cilíndrico de rotación (para pavimento), Máquina descendente para romper carreteras, Pala, Tractor con Pala, Camioneta con Grúa, Máquina con torre o cilindro para jalar cable, sogas, cadenas, etc., Máquina de empuje y levante que asiste para recoger escombros o piedra, Carretilla para altura, Todo tipo de piezas de acero instalados en grúas (como brazos), Mecanismo designado para hacer cortes anulares en piedra, Maquina excavadora, Remolque, barco/bote de empuje, Máquina para transporte pesado inclusive el acarreo de vehículos Pavimento de Concreto, Vehículo con todo tipo de navajas para cortes de nivelación, Levantamiento mecánico, Carretilla Elevadora, Hyster, Equipo de manufacturación que hace bombas de concreto, Tipo de fabricación de carretilla levantadora y otro tipo de manejo de material, Una estructura hecha de madera para detener agua en puentes, **Tail Boom**, Taladradora rotaria, Máquina que rompe concreto en carreteras esta máquina es montada en llantas de goma muy pesadas, Máquina para limpiar y recoger piedra quebrada en túneles o minas, Sistema añadido para dispersar piedra, Pala con movimiento para levantar, **KeCal Loader**, Grúa montada encima de una torre que también es incorporada en un edificio, Equipo pesado de grúa (Pueden ser Francesas, Alemanas y de otros tipos), Máquina operada, o que se mueve por medio de agua o empleando otros líquidos en movimiento, Relleno o excavación alrededor de un edificio, **Gurries**, Sección entrelazada de pipa usada en excavación al nivelar, Máquina de excavación para túneles y minas, Protectores de hierro, acero o madera que sirve de apoyo como base en una mina.

EDIFICIO	*SUELDO BASICO	\$26.27
	BENEFICIOS ADICIONALES	13.40

SC-21

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

* Operadores en grúas en un brazo de ciento cincuenta pies (150') y más incluyendo el brazo protector, deberán recibir (\$.75) encima de la base de sueldo. Todas las grúas con brazos para bajar o subir barras de acero, recibirán \$.50 más del sueldo básico sin importar la extensión de brazo.

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

BUILDING	BASE RATE	\$23.45
	FRINGE BENEFITS	13.40

EDIFICIO CLASE B: Todos los compresores de aire (más de 900 pies cúbicos por minuto,) Mezcla de pavimento, Máquina estructural encargada de fundir material poroso, Mezcla de concreto medida (menos de 21 pies cúbicos por minuto), Máquina que se encarga de preparar la superficie donde se colocará el asfalto, Instrumento cilíndrico de rotación (para piedra), Tractor (50 HP- caballos de fuerza y mas), Máquina que da el terminado final de concreto en la superficie de carreteras, **Outboard Motor Board**, Un tipo de fabricación para colocar concreto en carreteras, Bombero, Máquina de equipo pesado con brazo de acero extendido colocado en grúa para compactar tierra, Personal encargada de asistir a los mecánicos para dar servicio a la maquinaria de tipo pesado, Persona encargada manual o mecánicamente de hacer, romper o cambiar conexiones en un circuito eléctrico, Ayudante de Mecánico, **Whirley Oiler**, Triturador autopropulsado, Tractor y equipo de excavación para expandir las carreteras, tractor agrícola con accesorios (excepto excavadora, carretilla elevadora o el descargador), Elevador, (sin importar la propiedad cuando es usado para levantar cargas materiales de cualquier edificio), Ingenieros de Levanta cargas, (de una 1 torre o cilindro vertical, o de recipiente para levantar) elevador (Albañilería de Ladrillo refractario es excluido), Una barra para excavación con un pico al final del extremo y que es conectado a una bomba para remover agua en algún lugar de excavación; Bomba para cemento fluido, Persona encargada de regular la corriente líquida de una bomba o compresor, Pequeño levanta cargas montado en columna para minas, Vibrador eléctrico condensador y ayudante de perforación en derrumbes (estructura que es usada con aire debajo del agua para excluir el agua) estos trabajadores usan equipo protector (tipo cilindro) que es usado debajo de agua para protección de la presión de agua o derrumbes.

EDIFICIO	SUELDO BASE	\$23.45
	BENEFICIOS ADICIONALES	13.40

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

BUILDING	BASE RATE	\$22.66
	FRINGE BENEFITS	13.40

EDIFICIO CLASE C: Distribuidor de asfalto/pavimento, Pistola para cemento, Banda transportadora, Tipo de bomba que es montada en tráiler para bombeo de cemento, Máquina que se usa en carreteras para esparcir concreto, Tractor (50 HP- caballos de fuerza y mas), Instrumento cilindrico de rotación (para tierra), persona encargada de aceitar la maquinaria, Cortadora de concreto, Máquina que se usa en autopistas-carreteras para el terminado de pavimento, Persona que ayuda al operador de grúas, Máquina que se encarga de rociar fertilizantes, semillas y agua para prevenir erosión, Equipo eléctrico para manejar moldes, Asistente de un tipo de barco que es plano que es usado en río o canal, Máquina que es usada en un tractor para transportar materiales para una valla o cercado, Ayudante de perforación.

EDIFICIO	SUELDO BASICO	\$22.66
	BENEFICIOS ADICIONALES	13.40

**OPERATING ENGINEERS / HEAVY HIGHWAY:
INGENIEROS OPERADORES/CONSTRUCCION PESADA:**

**NCCCO OR OECP CERTIFIED
NCCCO OR OECP CERTIFICADO**

(Ingenieros Operadores que tienen la certificación por medio de terceros o agente externo como el NCCCO (National Commission for the Certification of Crane Operadores) (Comisión Nacional de Certificación para Operadores de Grúas) o también como por (Operating Engineer Certification Program) (Certificación del Programa de Ingenieros Operadores)

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

HEAVY HIGHWAY	BASE RATE	\$27.50
	FRINGE BENEFITS	13.00

CONSTRUCCION PESADA CLASE A-1: Sistema de transportación por medio de cables, Levanta cargas pequeña que mueve equipo de construcción de un lugar a otro, Maquinaria con plataforma. Esta máquina también es conocida como (boom lift) que es un tipo de maquinaria designada con brazo telescópico, o con un tipo de pivote para poder tener acceso por los lados y poder llegar debajo, alrededor de los obstáculos, Excavadora que abre y cierra al extraer, Grúa, Grúa para maquinaria muy pesada con mástiles verticales y horizontales y los movimientos son controlados por medio cable, Barco para transportar maquinaria muy pesada, Máquina de extracción profunda como en ríos, Mover o cargar algo por medio de cuerda o sistema de poleas (de dos o más cilindros), Un tipo de grúa que es montada en una camioneta de carga con remolque plano, Máquina operada, o que se mueve por medio de agua o empleando otro líquidos en movimiento, Recipiente redondo de diferentes niveles para recoger carga pesada, Encargado del equipo de acero para recoger carga y desmonte al nivel del suelo, Tipo de grúa montada en una unidad que lleva por debajo cuatro llantas de goma designada para realizar operaciones en terrenos considerados escabrosos, Estas tipo de grúas, es una forma moderna porque son fijadas en la superficie del suelo y atadas en concreto (algunas veces son anexadas por los lados de las estructuras de los edificios) y estas grúas son usadas en la construcción de edificios altos (las marcas de grúas pueden ser Francesas o Alemanas y de otro tipo también) Grúa montada en camioneta/camión.

CONSTRUCCION PESADA Y AUTOPISTA	SUELDO BASICO	\$27.50
	COMPENSACIONES ADICIONALES	13.00

**OPERATING ENGINEERS / HEAVY HIGHWAY:
INGENIEROS OPERADORES/CONSTRUCCION PESADA:**

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

BASE RATE

\$26.50

FRINGE BENEFITS

13.00

CONSTRUCCION PESADA Y AUTOPISTA CLASE A:

Máquina portátil donde para transportar material muy pesado inclusive automóviles y también para colgar materiales por medio de las vigas, Auto patrulla, Relleno o excavación alrededor de un edificio, Planta de cantidad de cierto material requerido, Relativo al chapote o pavimento, Mezcla de pavimento que es transferido por medio de máquina, Todo tipo de piezas de acero instalados en grúas (como brazos), Demolición Buldócer, Sistema de transportación por medio de cables, Pala levanta todo, Levanta cargas pequeña que mueve equipo de construcción de un lugar a otro, Planta central de compresores, Excavadora que abre y cierra al extraer, Batidor de concreto (más de 21 pies "Referente a la medida" de pies cúbicos por minuto o más) Pavimento de Concreto , Maquinaria pesada con extensión de acero para transportar concreto a las áreas de trabajo, Bomba para concreto, Mecanismo designado para hacer cortes anulares en piedra, Grúa, Planta designada para destrucción, Maquinaria Derrick, (puede ser operada manual o mecánica), barco/bote levanta cargas, Máquina de excavación para cortes de tierra, Máquina de extracción profunda como en ríos, Ingeniero para el manejo de máquinas de extracción profunda, Maquinaria pesada para el empujar o acarrear tierra, Niveladora para elevación para todo tipo de cargamentos, Preparación de superficies de terrenos a nivel, **Gurries**, Operador Mecánico para equipo tipo robot en material pesado, Carretilla para altura, Máquina para esparcir masas o morteros, Levanta cargas, Motor levanta cargas, (de más de dos torres o cilindros verticales) Mover o cargar algo por medio de cuerda o sistema de poleas (de dos o más cilindros) Maquinaria usada para perforación debajo de carreteras para servicios eléctricos, gas y de agua potable, Un tipo de grúa que es montada en una camioneta de carga que es plana, Máquina operada, o que se mueve por medio de agua o empleando otro líquidos en movimiento, Tipo de fabricación de carretillas levantadoras, **Kecal Loader**, Equipo de material pesado Letourneau, Locomotora, Mecánica, Oscilador operado mecánicamente por medio de láser usado para pulir superficies, Soldador Mecánico, Máquina para limpiar y recoger piedra quebrada en túneles o minas, Máquina niveladora que mueve cantidades grandes de tierra en una construcción, Recipiente redondo de diferentes niveles para recoger carga pesada, Levanta cargas de un lugar a otro Cortadora eléctrica, Equipo de manufacturación que hace bombas de concrete, Sistema añadido para dispersar piedra, Todo tipo de taladros rotarios, Instrumento cilíndrico de rotación (para pavimento), Máquina descendente para romper carreteras, Pala con movimiento para levantar, Pala, Máquina tipo buldócer que es usada para acarrear pipas de electricidad, Una estructura pequeña que conecta el final de una máquina hacia otra herramienta u otra máquina,

Tipo de maquinaria que es usada para colocar material encima de la estructura de un techo, Remolque, Barco/bote de empuje, Equipo pesado de grúa (Pueden ser Francesas, Alemanas y de otros tipos), Tractor con Pala, Camioneta con Grúa, Máquina de excavación para túneles y minas, Protectores de hierro, acero o madera que sirve de apoyo como base en una mina.

CONSTRUCCION PESADA Y AUTOPISTA

SUELDO BASICO

\$26.50

BENEFICIOS ADICIONALES

13.00

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

Operadores en grúas con extensiones tipo brazos de ciento cincuenta (150 pies) y más sobre un brazo protector (grúa) deberán recibir (\$.50) cincuenta centavos más de la del sueldo básico.

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

HEAVY & HIGHWAY	BASE RATE	\$24.08
	FRINGE BENEFITS	13.00

CONSTRUCCION PESADA CLASE B:

Todos los compresores de aire (más de 900 "Referente a la medida" de pies cúbicos por minuto), Mezcla de pavimento, Máquina de equipo pesado con brazo de acero extendido colocado en grúa para colocar tierra, Máquina que da el terminado final al concreto en la superficie de las carreteras, Mezclador de concreto (menos de 21 pies "Referente a la medida" de pies cúbicos por minuto o más, , Ingeniero para máquinas de extracción profunda, Vibrador eléctrico para compactar/auto propulsión, Elevador (de una 1 torre o cilindro vertical o de recipiente para levantar),Elevador (sin importar la propiedad cuando es usado para levantar cargas, materiales de cualquier edificio), una plataforma elevadora que se le sujeta atrás de una camioneta, Máquina para terminado, Bomberos, Un tipo de fabricación para colocar concreto en carreteras, Montacargas (sin importar el tamaño de la carga),Montacargas (sin importar el nivel de altura con excepción cuando es usada para levantar construcción de mampostería), Máquina que se encarga de preparar la superficie donde se colocará el asfalto, Bomba para cemento líquido, Levanta cargas (una torre o un cilindro), Motor levanta cargas, Carretilla levantadora es un accesorio que se usa en una grúa, Máquina estructural encargada de fundir material poroso, Ayudante de Mecánico, Un proceso para levantar un bloque de cemento de la superficie de la tierra, **Outboard Motor Boat**, Cepillo Mecánico (De los que se montan), Instrumento Cilindrico de rotación (para piedra), **Ross Carrier**, Maquinaria levanta cargas marca Ross, Maquinaria pesada especial para cortar aberturas profundas para fundación, Bombas montadas tipo esquis o bombas para concreto montadas en tráileres, Maquinaria pesada para compactar tierra propulsada por sí misma, Maquina mediana levanta pala con todos los accesorios, Persona encargada de hace, romper o cambiar manual o mecánicamente las conexiones en un circuito eléctrico, Persona encargada de cambiar de regular la corriente líquida de una bomba o compresor, Tractor y equipo de excavación para expandir carreteras, Tractor (50HP- Medidas de caballos de fuerza y más), Persona que asiste al operador de grúas, Remolcador, Pequeño levanta cargas montado en columna para minas, Máquina Soldadora, Una barra para excavación con un pico al final del extremo y que es conectado a una bomba para remover agua en algún lugar de excavación, **Whirley Oiler.**

CONSTRUCCION PESADA Y AUTOPISTA	SUELDO BASICO	\$24.08
	BENEFICIOS ADICIONALES	13.00

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

HEAVY & HIGHWAY	BASE RATE	\$24.46
	FRINGE BENEFITS	13.00

CONSTRUCCION PESADA Y AUTOPISTA CLASE B2: Persona encargada de asistir a los mecánicos con el mantenimiento de maquinaria pesada, todo tipo de material que es usado en autopista/carreteras, incluyendo camiones de desecho:

CONSTRUCCION PESADA Y AUTOPISTA	SUELDO BASICO	\$24.46
	BENEFICIOS ADICIONALES	13.00

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

HEAVY & HIGHWAY	BASE RATE	\$23.82
	FRINGE BENEFITS	13.00

CONSTRUCCION PESADA Y AUTOPISTA CLASE C: Distribuidor de pavimento, Arpillera y Máquina de reparación, Pistola para cemento, Cortadora de concreto, Banda transportadora, Persona que trabaja en un barco plano que es usado en ríos o en canal, Bomba para cemento fluido, Máquina que es usada en un tractor para transportar materiales para una valla o cercado, Máquina que se encarga de rociar fertilizantes, semillas y agua para prevenir erosión, Proceso de bombear agua, tierra, cemento revuelto debajo del concreto para poder levantarlo, trabajador que se encarga de engrasar/aceitar la maquinaria Máquina para compactar tierra, Equipo eléctrico para manejar moldes, Bomba, Instrumento cilíndrico de rotación (para tierra), Trabajadores encargados de guiar, Tractor (de menos de 50 HP-caballos de fuerza), Instrumento mecánico que produce oscilación.

CONSTRUCCION PESADA Y AUTOPISTA	SUELDO BASICO
\$23.82	
	COMPENSACIONES ADICIONALES

13.00

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

** Operadores de grúas con brazos extendidos de cincuenta cincuenta pies (150) y más incluyendo el brazo protector deberán recibir \$.50 encima de la base de sueldo.

PAINTERS:
PINTORES:

Brush, roller & paperhanger:	BASE RATE	\$17.87
	FRINGE BENEFITS	9.10
Pintores de brocha, Rodillo y Empapeladores:	SUELDO BASICO	
\$17.87	COMPENSACIONES	
ADICIONALES		9.10

Spray, sandblast, waterblast (4000+ PSI), fireproofing & lead abatement:	BASE RATE	\$18.37
	FRINGE BENEFITS	9.10

Rociador, detonador de arena, detonador (4000 por pulgada cuadrada y más) protección contra incendios, reducción de plomo:
 SUELDO BASICO \$18.37

	COMPENSACIONES
ADICIONALES	9.10

PLASTERERS:		BASE RATE	\$20.65
		FRINGE BENEFITS	5.85
ENYESADORES:		SUELDO BASICO	
\$20.65			
	BENEFICIOS	ADICIONALES	
5.85			

PLUMBERS & PIPEFITTERS:		BASE RATE	\$29.00
		FRINGE BENEFITS	15.31
PLOMEROS Y FONTANEROS:		SUELDO BASICO	\$29.00
		BENEFICIOS ADICIONALES	15.31

ROOFERS: (Excluding Metal Roofs)		BASE RATE	\$16.65
		FRINGE BENEFITS	4.95
TECHADORES: (Excluyen techos de metal)		SUELDO BASICO	\$16.65
		BENEFICIOS ADICIONALES	4.95

SHEETMETAL WORKERS: (Including Metal Roofs)		BASE RATE	\$28.00
		FRINGE BENEFITS	13.59
TRABAJADORES DE HOJA DE METAL: (Incluyendo techos de metal)		SUELDO	
BASICO	\$28.00		
		BENEFICIOS ADICIONALES	
13.59			

SPRINKLER FITTERS:		BASE RATE	\$29.55
		FRINGE BENEFITS	17.22
TRABAJADOR ESPECIALIZADO EN CONECTAR ROCIADORES DE AGUA CONTRA INCENDIOS:		SUELDO	
BASICO	\$29.55		
		BENEFICIOS ADICIONALES	
17.22			

TRUCK DRIVERS / BUILDING:			
CONDUCTORES DE CAMIONES/EDIFICIO:			
Truck Helper and Warehouseman:	BUILDING	BASE RATE	\$19.05
		*FRINGE BENEFITS	11.08
Ayudante de conductor encargado de bodega:	EDIFICIO	SUELDO BASICO	\$19.05
		*BENEFICIOS ADICIONALES	
11.08			

Driver - 3 tons and under, Greaser, Tire Changer and Mechanic Helper:

	BUILDING	BASE RATE	\$19.17
		*FRINGE BENEFITS	11.08
Conductor – de 3 toneladas y menos de tres toneladas, Encargado del engrasado o lubricación, Cambiador de llantas y ayudante de mecánico:			
	EDIFICIO	SUELDO BASICO	\$19.17
		BENEFICIOS ADICIONALES	
11.08			

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

Conductor de más de 3 toneladas, conductores, Tráiler pareado (semi) o Remolque para tráiler, Camiones de Volteo, Dirección en los ejes delanteros; Tractor Agrícola cuando es usado para jalar material o equipo de construcción:			
	EDIFICIO	SUELDO BASICO	
\$19.28		BENEFICIOS ADICIONALES	
11.08			

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

Conductores, Camiones Batidores de concreto (de todo tipo, solamente aplica a los que transportan material para el área de trabajo) Conductores mecánicos:			
	EDIFICIO	SUELDO BASICO	
\$19.35		BENEFICIOS ADICIONALES	
11.08			

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

Conductores, Euclid (tipo específico de maquinaria pesada) y otro tipo de maquinaria pesada para remover tierra, tipo de tráiler bajo, usualmente para transportar maquinaria, Máquina portátil donde para transportar material muy pesado inclusive automóviles también para colgar materiales por medio de vigas, Camioneta monorraíl para transportar materiales de construcción, Maquinaria pesada levanta cargas cuando es usado para transportar materiales dentro de una área de almacén.			
	EDIFICIO	SUELDO BASICO	\$19.45

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

EDIFICIO CONDUCTORES DE CARGA: Conductores trabajando o transportando desde un lugar donde se encuentran desperdicios peligrosos se le añadirá \$4.00 al sueldo base.* LOS BENEFICIOS ADICIONALES PARA LOS CONDUCTORES, se aplica para los empleados que han estado trabajando por un mínimo de (20) días consecutivos dentro de cualquier noventa (90) días consecutivos con ese empleador.

TRUCK DRIVERS / HEAVY HIGHWAY:

CONDUCTORES DE CAMIONES PESADOS/CONSTRUCCION PESADA Y AUTOPISTA:

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

Ayudante de transporte de material hecho en tanda (cantidad)
CONSTRUCCION PESADA Y AUTOPISTA SUELDO BASICO \$16.57
BENEFICIOS ADICIONALES 7.34

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

Encargado de engrasar/lubricar la maquinaria, Cambiador de llantas y ayudante de mecánico:
CONSTRUCCION PESADA Y AUTOPISTA SUELDO BASICO \$16.68
BENEFICIOS ADICIONALES 7.34

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

Conductor de un eje delantero para descargue y remolque de un volteo o una camioneta, tráiler pareado
(semi) o tráiler de remolque cuando es usado para jalar materiales y equipo de construcción, camión de
volteo o camioneta para vaciar, conductores distribuidores de volteos/camionetas y mecánico de los
mismos.
CONSTRUCTION Y AUTOPISTA SUELDO BASICO \$16.86
BENEFICIOS ADICIONALES 7.34

Euclid and other heavy earthmoving equipment and lowboy, articulator cat, 5-axle vehicle, winch and A-
frame when used in transporting materials, ross carrier, forklift when used to transport building materials,
and pavement breaker:
HEAVY & HIGHWAY BASE RATE \$16.96
FRINGE BENEFITS 7.34

(Tipo específico de maquinaria pesada marca Euclid) y otro tipo de maquinaria pesada para remover
tierra y tipo de tráiler bajo, usualmente para transportar maquinaria; Maquinaria de descargue Cat,
Vehículo de 5 ejes, Máquina portátil donde para transportar material muy pesado inclusive automóviles y
también para colgar materiales por medio de vigas, Referente a un tipo específico de manufacturación
de equipo levanta cargas y otro tipo de maquinaria pesada de la marca (Ross) Maquinaria pesada
levanta cargas cuando es usado para transportar materiales, Conductores que se encargan de romper
el pavimento:

CONSTRUCCION PESADA Y AUTOPISTA SUELDO \$16.96
BENEFICIOS ADICIONALES 7.34

END OF DOCUMENT
CR-7-008
JULY 27, 2012

FINAL DE ESTE DOCUMENTO
CR-7-008
27 DE JULIO DEL 2012

SC-30

33- Northern part of Bourbon County

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 24.80	18.10

IRON0070-020 06/01/2012		

67- Southern part of Bourbon County

	Rates	Fringes
IRONWORKER Structural; Reinforcing.....	\$ 26.34	18.58

IRON0070-023 06/01/2012		

REMAINING COUNTIES

	Rates	Fringes
IRONWORKER Structural; Reinforcing.....	\$ 26.34	18.58

IRON0372-010 06/01/2012		

33- Northern part of Bourbon County

	Rates	Fringes
IRONWORKER, REINFORCING.....	\$ 26.34	18.58

LAB00189-034 07/01/2012		

	Rates	Fringes
LABORER Common or General.....	\$ 21.15	11.41

PLAS0132-013 06/01/2012		

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER....	\$ 22.05	11.35

* PLUM0482-012 11/01/2012		

	Rates	Fringes
PLUMBER.....	\$ 30.00	15.47

SUKY2010-150 09/14/2010		

	Rates	Fringes
LABORER: Pipelayer.....	\$ 17.51	6.89

TEAM0089-001 04/01/2012		

	Rates	Fringes
TRUCK DRIVER (Dump Truck).....	\$ 19.86	16.15

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters , PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable , i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rates.

0000/9999: weighted union wage rates will be published annually each January.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SUIA2004-007

5/13/2010. SU indicates the rates are not union majority rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 3). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative

Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

6. **LABOR/EQUAL EMPLOYMENT OPPORTUNITY
INFORMATION PACKAGE**

SPECIAL CONDITIONS

**LABOR/EQUAL EMPLOYMENT OPPORTUNITY
INFORMATION PACKAGE**

FOR

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

JIM GRAY, MAYOR

SC-36

LABOR/EEO CONDITIONS INDEX

Grimes Mill Road Bridge Over Boone Creek
BID NO.: 10-2013

ITEM DESCRIPTION

- SC-37 COMPLIANCE WITH EXECUTIVE ORDER 11246
- SC-39 NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL OPPORTUNITY (EXECUTIVE ORDER 11246)
- SC-40 LEXINGTON-FAYETTE, KENTUCKY AFFIRMATIVE ACTION PLAN
- SC-46 REPORTING REQUIREMENTS
- SC-47 PATENT RIGHT REQUIREMENTS
- SC-56 COPYRIGHT REQUIREMENTS
- SC-60 ACCESS TO RECORDS REQUIREMENTS AND RECORD RETENTION REQUIREMENTS
- SC-61 CONTRACT AWARD RESTRICTIONS TO FOREIGN COUNTRIES
- SC-63 KENTUCKY EQUAL EMPLOYMENT OPPORTUNITY ACT
- SC-65 OTHER FEDERAL REQUIREMENTS
- SC-66 PUBLIC LAW 88-352: TITLE VI OF THE CIVIL RIGHTS ACT OF 1964
- SC-67 COMPLIANCE WITH CLEAN AIR AND WATER ACTS
- SC-68 ENERGY EFFICIENCY REQUIREMENTS
- SC-69 LEAD-BASED PAINT CONSIDERATIONS
- SC-70 EQUAL EMPLOYMENT OPPORTUNITY AFFIRMATIVE ACTION
- SC-71 DISADVANTAGE BUSINESS ENTERPRISE (DBE) REQUIREMENTS
- SC-98 FORM FHWA-1273 - REQUIRED CONTRACT PROVISIONS FEDERAL - AID CONSTRUCTION CONTRACTS

COMPLIANCE WITH EXECUTIVE ORDER 11246

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, creed, color, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated, during employment without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous place, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.

2. The contractor will, in all solicitations or advertisements for employees placed on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, or national origin.

3. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract of understanding, a notice to be provided advising the said labor union or worker's representative of the contractor's commitments under this section, and shall post copies of the notice in conspicuous place available to employees and applicants for employment. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

In case the work to be performed is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance or guarantee, or undertaken pursuant to any Federal Program involving such grant, contract, loan, insurance or guarantee, during the performance of this contract, the Contractor, in addition, agrees to comply with:

4. All provisions of the latest current Executive Order and executive amendments, of the rules, regulations and relevant orders of the President's Committee on Equal Employment Opportunity created thereby.

5. The contractor will furnish all information and reports required by the Executive, and by the rules, regulations and orders of the said committee, or pursuant thereto, and will permit access to his books, records and accounts by the administering agency and the Committee for purposes of investigation to ascertain compliance with such rules, regulations and orders.

6. In the event of the contractor's noncompliance with the non-discrimination clauses of this contract or with any of the said rules, regulations or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or Federally assigned construction contracts in accordance with procedures

authorized in the Executive Order, and such other sanctions may be imposed and remedies invoked as provided in the said Executive Order or by rule, regulation or order of the President's Committee on Equal Employment Opportunity or as otherwise provided by law.

7. The contractor will include the provisions of Paragraphs (1) through (7) in every sub-contract or purchase order unless exempted by rules, regulations or orders of the President's Committee on Equal Employment Opportunity, so that provisions will be binding upon each sub-contractor or vendor. The contractor will take such action with respect to any sub-contractor purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a sub-contractor or vendor as a result of such direction by the agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY
(EXECUTIVE ORDER 11246)

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the Standard Federal Equal Employment Opportunity Construction Specifications" set forth herein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

<u>Timetables</u>	Goals for minority	Goals for female
Current	participation for each trade 10.8%	participation in each trade 6.9%

These goals are applicable to all the Contractor's construction work performed in the covered area, whether or not it is federally assisted.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60.4.3(a), and its efforts to meet the goals established for the geographical area where the contract resulting from this solicitation is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.
4. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is the State of Kentucky, County of Fayette, City of Lexington.

LEXINGTON-FAYETTE, KENTUCKY
AFFIRMATIVE ACTION PLAN

The following notice shall be included in all invitations and other solicitations for bids on (non-exempt) Federal and Federally assisted construction contracts to be awarded by (but not limited to) the Economic Development Administration, Farmers Home Administration, the Department of Health, Education and Welfare, the Department of Housing and Urban Development, and the Veterans Administration for construction work to be performed in the Lexington-Fayette, Kentucky Standard Metropolitan Statistical Area (SMSA)* to insure equal employment opportunity.

NOTICE OF REQUIREMENT

Each bidder, contractor or subcontractor (hereinafter the contractor) must fully comply with the requirements, terms and conditions of the Lexington-Fayette, Kentucky Affirmative Action Plan (hereinafter the Lexington, Kentucky Plan) including the goals for minority/female utilization as to each construction trade it intends to use on this construction contract and all other construction work (both Federal and non-Federal) in the Lexington, Kentucky area during the performance of this contract or sub-contract.

The contractor commits itself to the goals for minority/female utilization contained herein and all other requirements, terms and conditions of these bid conditions by submitting a properly signed bid.

The contractor will appoint a company executive to assume the responsibility for the implementation of such requirements, terms and conditions.

PART I (GOALS FOR MINORITY/FEMALE UTILIZATION)

A. The following goals for minority manpower utilization shall express the contractor's commitment to the percentage of minority work hours to be worked in each specified craft on all work performed by the contractor in the Lexington, Kentucky area during the performance of this contract. "Minority" is defined as including Blacks, Spanish-surnamed Americans, Orientals, and American Indians and includes both minority men and women.

For all trades a minimum goal of 10.8% is applicable for the life of the project.

B. The following goals and timetables for female utilization shall be included in all Federal and Federally-assisted construction contracts and sub-contracts in excess of \$10,000. The goals are applicable to the contractor's aggregate on-site construction workforce whether or not part of that workforce is performing work on a Federal or Federally-assisted construction contract or sub-contract.

*Standard Metropolitan Statistical Area (SMSA) includes Bourbon, Clark, Fayette, Jessamine, Scott and Woodford Counties, Kentucky.

Timetable	Goals (%)
From April 1, 1978 until March 31, 1979	3.1
From April 1, 1979 until March 31, 1980	5.0
From April 1, 1980	6.9
Goals for women apply nationwide	

C. The goals for minority/female utilization above are expressed in terms of work hours of training and employment as a proportion of the total work hours to be worked by the contractor's aggregate workforce in that trade on all projects (both Federal and non-Federal in the Lexington, Kentucky area during the performance of its contract or subcontract (i.e., the period beginning with the first day of work on the Federal or Federally-assisted construction contract and ending with the last day of work).

D. The work hours of minority/female work must be substantially uniform throughout the length of the contract in each trade, and minorities/females should be employed evenly on each of a contractor's projects. Nevertheless, failure of a contractor to employ minorities/females evenly on each of its projects shall not constitute non-compliance provided the percentage of minority/female work hours employed by the contractor in its aggregate workforce in the Lexington, Kentucky area meets or exceeds its commitment to the goals for minority/female utilization in the Lexington, Kentucky Plan and the contractor has not violated the Equal Opportunity Clause of the contract in the assignment of minorities/females to its projects. The transfer of minority/female employees from employer-to-employer or from project-to-project for the purpose of meeting the contractor's goal shall be a violation of the Lexington, Kentucky Plan. Otherwise, the contractor shall be deemed to be in compliance with the requirements, terms and conditions of the Lexington, Kentucky Plan if the minority/female utilization rate of the contractor meets or exceeds its commitment to the goals for minority/female utilization in its aggregate workforce, both Federally involved and non-Federal Within the Lexington, Kentucky area. However, if the contractor has denied equal employment opportunity in violation of the Equal Opportunity Clause of this contract, it shall not be in compliance with the Lexington, Kentucky Plan.

E. The Contractor's commitment to goals of minority/female utilization is intended to meet into affirmative action obligations under Executive Order 11246, as amended, and is not intended and shall not be used to discriminate against any qualified applicant or employee. Whenever it comes to the contractor's attention that the goals are being used in a discriminatory manner, it shall immediately report that fact to the Office of Federal Contract Compliance Programs, Employment Standards Administration, U.S. Department of Labor, and the Compliance Agency so that appropriate proceedings may be instituted.

PART II - SPECIFIC AFFIRMATIVE ACTION STEPS GOOD FAITH EFFORTS

The contractor shall be deemed to be in compliance with the requirements, terms, and conditions of the Lexington, Kentucky Plan if it meets or exceeds its commitment to the goals for minority female utilization in its aggregate workforce in the Lexington, Kentucky Plan. The contractor's commitment to the goals for minority/female utilization as required by the commitment to the goals for minority/female utilization as required by the Lexington, Kentucky Plan constitutes a commitment that it will make every good faith effort to meet such goals. No contractor shall be found to be in noncompliance solely on account of the contractor's failure to meet its goals, but shall be given the opportunity to demonstrate that the contractor has instituted all the specific affirmative action steps specified in the Lexington, Kentucky Plan and has made very good faith efforts to make these steps work toward the attainment of its goals within the timetables, all to the purpose of expanding minority/female utilization in its aggregate workforce in the Lexington, Kentucky area. Contractors who fail to achieve their commitments to the goals for minority/female utilization must have engaged in affirmative action directed at increase minority/female utilization, which is at least as extensive as the following steps:

1. Specific written notification to minority/female recruitment sources and community organizations when the contractor or its unions has employment opportunities available and maintenance of records regarding the organizations' response.
2. Maintenance of a file of the names and addresses of each minority/female work referred by the union, minority/female recruitment source(s), and community organizations to the contractor and what action was taken with respect to each such referred worker. If such work was not employed by the contractor, the file should document this and the reasons therefore.
3. Written notification to both the contracting agency of the Office of Federal Contract Compliance Programs when the union or unions with whom the contractor has a collective bargaining agreement has not referred to the contractor a minority/female worker sent by the contractor, the contractor has other information that the union referral process has impeded its efforts to meet its goals.
4. Participation in training programs in the area, including apprenticeship, trainee, and journeymen upgrading programs, especially those funded by the Department of Labor.
5. Dissemination of the contractor's or union's EEO policy by including it in any policy manual and collective bargaining agreement(s); by publicizing it in the company or union newspaper, annual report, etc.; by posting of the policy; and by specific review of the policy with minority/female employees at least once a year.
6. Dissemination of the contractor's EEO policy externally by advertising in news media, specifically including minority/female news media, if the contractor has a need to advertise; and by notifying and discussing it with other contractors, and subcontractors with whom the contractor does or anticipates doing business.

7. Encourage present minority/female employees to recruit their friends and relatives.
8. Validation of all tests and other selection requirements as required by the testing and selection order (41 CFR Part 60-3).
9. Making every effort to provide after school, summer, and vacation employment to minority/female youth - both on the job site and in other areas of a contractor's workforce.
10. Conduct inventory and evaluation of all minority/female personnel for promotional opportunities on a quarterly basis and encourage minority/female employees to seek such opportunities.
11. Ensuring that seniority practices, job classifications, etc., do not have a discriminatory effect.
12. Ensuring that all facilities and company activities are non-segregated.
13. Continual monitoring of all personnel activities to ensure that its EEO policy is being carried out.
14. Documentation of solicitation of bids for subcontracts from available minority/female subcontractors engaged in the trades covered by the Lexington, Kentucky Plan, including circulation to minority/female contractor associations.

The Office of Federal Contract Compliance Programs Assistant Regional Administrator and the contracting agency compliance staff will provide technical assistance, upon request, pertaining to minority/female recruitment sources, community organizations, and minority/female news media.

PART III - ADMINISTRATIVE PROCEDURES FOR ENFORCEMENT

- A. The agency shall review the contractor's employment practices during the performance of the contract. If the contractor meets its goal(s) or can demonstrate that it has made very good faith effort to meet the goal(s) and is not otherwise violating the Equal Opportunity Clause of this contract or any other Federal Equal Employment Opportunity laws and regulations, the contractor shall be presumed to be in compliance with Executive Order 11246, as amended, and the Lexington, Kentucky Plan. In that event, no formal sanctions or proceedings leading toward sanctions shall be instituted unless the agency otherwise determines that the contractor is not providing equal employment opportunities.
- B. Where the agency finds that the contractor has failed to comply with the requirements of Executive Order 11246, the implementing regulations and the Lexington, Kentucky Plan, the agency shall take such action and impose such sanctions, which include suspension, termination, cancellation, and debarment, as may be appropriate under the Executive Order and its regulations.
- C. When the agency proceeds with such formal action, it has the burden of proving that the contractor has not met the requirements of the Lexington, Kentucky Plan. The contractor's failure to

meet its goal(s) shall, however, shift to it the requirement to come forward with evidence to show that it has made every "Good Faith" effort to meet such goals.

D. The pendency of such formal proceedings shall be taken into consideration by Federal agencies in determining whether such contractor can comply with the requirements of Executive Order 11246, as amended, and is therefore, a "responsible prospective contractor" within the meaning of the Federal procurement law.

E. It shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees. Discrimination in referral for employment, even if pursuant to provisions of a collective bargaining agreement, is prohibited by the National Labor Relations Act, as amended, and Title VII of the Civil Rights Act for 1964. It is the policy of the Office of Federal Contract Compliance Programs that contractors have a responsibility to provide Equal Employment Opportunity if they wish to participate in federally-involved contracts. To the extent they have delegated the responsibility and, as a result, are prevented from meeting their obligations pursuant to Executive Order 11246, as amended, such contractors cannot be considered to be in compliance with Executive Order 11246, as amended, and its implementing rules and regulations.

CONTRACT OBLIGATIONS

A. All contractors shall include the Lexington, Kentucky Plan in all bid invitations or other pre-bid communications, written or otherwise, with their prospective subcontractors. Whenever a contractor sub-contracts a portion of the work in any trade covered by the Lexington, Kentucky Plan it shall include the Plan in such subcontracts and each subcontractor shall be bound in the Lexington, Kentucky Plan to the full extent as if it were the prime contractor. The contractor shall not be accountable for the failure of its subcontractor to fulfill its affirmative action commitments. However, the prime contractor shall give notice to the Office of Federal Contract Compliance Programs of the Department of Labor and the contracting agency of any refusal or failure of any subcontractor to fulfill its obligations under the Lexington, Kentucky Plan. Noncompliance with these requirements by a subcontractor will be treated in the same manner as such failure by the prime contractor.

B. Contractors hereby agree to refrain from entering into any contract or contract modification subject to Executive Order 11246, as amended, with a contractor debarred from, or who is determined not to be a "responsible" bidder for government contracts and federally-assisted construction contracts pursuant to the Executive Order.

C. The contractor shall carry out such sanctions and penalties for violation of these bid conditions and the Equal Opportunity clause including suspension, termination, and cancellation of existing subcontracts and debarment from future contracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations by the contracting or administering agency and the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall also be deemed to be in noncompliance with

these bid conditions and Executive Order 11246, as amended, and the Equal Opportunity Clause of its contract with respect to matters not covered in the Lexington, Kentucky Plan.

D. Contractors must keep such records and file such reports relating to the provisions of the Lexington, Kentucky Plan as shall be required by the contracting or administering agency or the Office of Federal Contract Compliance Programs.

OBLIGATIONS OF THE FEDERAL GOVERNMENT

A. Nothing in the Lexington, Kentucky Plan shall be interpreted to diminish or relieve the responsibilities of the contracting and administering agencies pursuant to Executive Order 11246, as amended, with respect to matters not covered in these bid conditions.

B. The procedures set forth in the Lexington, Kentucky Plan shall not apply to any contract when the head of the agency determines that such contract is essential to the national security and that its award without following such procedure is necessary to the national security. Upon making such a determination, the agency head will notify in writing, the Director of the Office of Federal Contract Compliance Programs within 30 days.

C. Nothing in the Lexington, Kentucky Plan shall be interpreted to diminish the present contract compliance review and complaint programs.

D. Requests for exemptions from the Lexington, Kentucky Plan must be made in writing, with justifications, to the Director, Office of Federal Compliance Programs, U.S. Department of Labor, Washington, D.C. 20210, and shall be forwarded through and with the endorsement of the head of the contracting or administering agency.

Signed this 30th day of March, 1978.

_____/s/
Director, Office of Federal Contract
Compliance Programs

REPORTING REQUIREMENTS

Notice of awarding agency requirements and regulations pertaining to reporting.

A. Preconstruction Conference

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

B. Documents Required of Contractor

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.

C. Optional Owner Requirements

The Owner, at its discretion, may require the Contractor to provide: (1) financial security in amounts and kind deemed necessary by the Owner or require other financial security to meet the financial responsibility requirements of the Contractor to indemnify the Owner; (2) Additional information and/or DBE work data, as well as DBE participation data.

PATENT RIGHT REQUIREMENTS

Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.

§ 401.14 STANDARD PATENT RIGHTS CLAUSES

The following is the standard patent rights clause to be used as specified in §401.3(a).

Patent Rights (Small Business Firms and Nonprofit Organizations)

A. Definitions

1. "Invention" means any invention or discovery which is or may be patentable or otherwise protectable under Title 35 of the United States Code, or any novel variety of plant which is or may be protected under the Plant Variety Protection Act (7 U.S.C. 2321 et seq.).
2. "Subject invention" means any invention of the **contractor** conceived or first actually reduced to practice in the performance of work under this **contract**, provided that in the case of a variety of plant, the date of determination (as defined in section 41(d) of the Plant Variety Protection Act, 7 U.S.C. 2401(d) must also occur during the period of **contract** performance.
3. "Practical Application" means to manufacture in the case of a composition or product, to practice in the case of a process or method, or to operate in the case of a machine or system; and, in each case, under such conditions as to establish that the invention is being utilized and that its benefits are, to the extent permitted by law or government regulations, available to the public on reasonable terms.
4. "Made" when used in relation to any invention means the conception or first actual reduction to practice such invention.
5. "Small Business Firm" means a small business concern as defined at section 2 of Pub. L. 85-536 (15 U.S.C. 632) and implementing regulations of the Administrator of the Small Business Administration. For the purpose of this clause, the size standards for small business concerns involved in government procurement and subcontracting at 13 CFR 121.3-8 and 13 CFR 121.3-12, respectively, will be used.
6. "Nonprofit Organization" means a university or other institution of higher education or an organization of the type described in section 501(c)(3) of the Internal Revenue Code of 1954 (26 U.S.C. 501(c) and exempt from taxation under section 501(a) of

the Internal Revenue Code (25 U.S.C 501 (a)) or any nonprofit scientific or educational organization qualified under a state nonprofit organization statute.

B. Allocation of Principal Rights

1. The **Contractor** may retain the entire right, title, and interest throughout the world to each subject invention, subject to the provisions of this clause and 35 U.S.C. 203. With respect to any subject invention in which the **Contractor** retains title, the Federal Government shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the subject invention throughout the world.

C. Invention Disclosure, Election of Title and Filing of Patent Application by **Contractor**.

1. The **Contractor** will disclose each subject invention to the Federal Agency within two months after the inventor discloses it in writing to **contractor** personnel responsible for patent matters. The disclosure to the agency shall be in the form of a written report and shall identify the contract under which the invention was made and the inventor(s). It shall be sufficiently complete in technical detail to convey a clear understanding to the extent known at the time of the disclosure, of the nature, purpose, operation, and the physical, chemical, biological or electrical characteristics of the invention. The disclosure shall also identify any publication, on sale or public use of the invention and whether a manuscript describing the invention has been submitted for publication and, if so, whether it has been accepted for publication at the time of disclosure. In addition, after disclosure to the agency the Contractor will promptly notify the agency of the acceptance of any manuscript describing the invention for publication or of any on sale or public use planned by the contractor.
2. The Contractor will elect in writing whether or not to retain title to any such invention by notifying the Federal agency within two years of disclosure to the Federal agency. However, in any case where publication, on sale or public use has initiated the one year statutory period wherein valid patent protection can still be obtained in the United States, the period for election of title may be shortened by the agency to a date that is no more than 60 days prior to the end of the statutory period.
3. The Contractor will file its initial patent application on a subject invention to which it elects to retain title within one year after election of title or, if earlier, prior to the end of any statutory period wherein valid patent protection can be obtained in the United States after a publication, on sale, or public use. The Contractor will file patent applications in additional countries or international patent offices within either ten months of the corresponding initial patent application or six months from the date permission is granted by the Commissioner of Patents and Trademarks to file foreign patent applications where such filing has been prohibited by a Secrecy Order.

4. Requests for extension of the time for disclosure, election, and filing under subparagraphs (1), (2), and (3) may, at the discretion of the agency, be granted.

D. Conditions When the Government May Obtain Title

The Contractor will convey to the Federal agency, upon written request, title to any subject invention--

1. If the contractor fails to disclose or elect title to the subject invention within the times specified in (C), above, or elects not to retain title; provided that the agency may only request title within 60 days after learning of the failure of the contractor to disclose or elect within the specified times.
2. In those countries in which the contractor fails to file patent applications within the times specified in (C) above; provided, however, that if the contractor has filed a patent application in a country after the times specified in (C) above, but prior to its receipt of the written request of the Federal agency, the contractor shall continue to retain title in that country.
3. In any country in which the contractor decides not to continue the prosecution of any application for, to pay the maintenance fees on, or defend in reexamination or opposition proceeding on, a patent on a subject invention.

E. Minimum Rights to Contractor and Protection of the Contractor Right to File

1. The contractor will retain a nonexclusive royalty-free license throughout the world in each subject invention to which the Government obtains title, except if the contractor fails to disclose the invention within the times specified in (C), above. The contractor's license extends to its domestic subsidiary and affiliates, if any, within the corporate structure of which the contractor is a party and includes the right to grant sublicenses of the same scope to the extent the contractor was legally obligated to do so at the time the contract was awarded. The license is transferable only with the approval of the Federal agency except when transferred to the successor of that party of the contractor's business to which the invention pertains.
2. The contractor's domestic license may be revoked or modified by the funding Federal agency to the extent necessary to achieve expeditious practical application of the subject invention pursuant to an application for an exclusive license submitted in accordance with applicable provisions at 37 CFR Part 404 and agency licensing regulations (if any). This license will not be revoked in that field of use or the geographical areas in which the contractor has achieved practical application and continues to make the benefits of the invention reasonably accessible to the public. The license in any foreign country may be revoked or modified at the discretion of the funding Federal agency to the extent the contractor, its licensees, or the domestic

subsidiaries or affiliates have failed to achieve practical application in that foreign country.

3. Before revocation or modification of the license, the funding Federal agency will furnish the contractor a written notice of its intention to revoke or modify the license, and the contractor will be allowed thirty days (or such other time as may be authorized by the funding Federal agency for good cause shown by the contractor) after the notice to show cause why the license should not be revoked or modified. The contractor has the right to appeal, in accordance with applicable regulations in 37 CFR Part 404 and agency regulations (if any) concerning the licensing of Government-owned inventions, any decision concerning the revocation or modification of the license.

F. Contractor Action to Protect the Government's Interest

1. The contractor agrees to execute or to have executed and promptly deliver to the Federal agency all instruments necessary to (i) establish or confirm the rights the Government has throughout the world in those subject inventions to which the contractor elects to retain title, and (ii) convey title to the Federal agency when requested under paragraph (D) above and to enable the government to obtain patent protection throughout the world in that subject invention.
2. The contractor agrees to require, by written agreement, its employees, other than clerical and non-technical employees, to disclose promptly in writing to personnel identified as responsible for the administration of patent matters and in a format suggested by the contractor each subject invention made under contract in order that the contractor can comply with the disclosure provisions of paragraph (C), above, and to execute all papers necessary to file patent applications on subject inventions and to establish the government's rights in the subject inventions. This disclosure format should require, as a minimum, the information required by (C)(1), above. The contractor shall instruct such employees through employee agreements or other suitable educational programs on the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U.S. or foreign statutory bars.
3. The contractor will notify the Federal agency of any decisions not to continue the prosecution of a patent application, pay maintenance fees, or defend in a reexamination or opposition proceeding on a patent, in any country, not less than thirty days before the expiration of the response period required by the relevant patent office.
4. The contractor agrees to include, within the specification of any United States patent applications and any patent issuing thereon covering a subject invention, the following statement, "This invention was made with government support under (identify the contract) awarded by (identify the Federal agency). The government has certain rights in the invention."

G. Subcontracts

1. The contractor will include this clause, suitably modified to identify the parties, in all subcontracts, regardless of tier for experimental, developmental or research work to be performed by a small business firm or domestic nonprofit organization. The subcontractor will retain all rights provided for the contractor in this clause, and the contractor will not, as part of the consideration for awarding the subcontractor, obtain rights in the subcontractor's subject inventions.
2. The contractor will include in all other subcontracts, regardless of tier, for experimental developmental or research work the patent rights clause required by (cite section of agency implementing regulations or FAR).
3. In the case of subcontracts, at any tier, when the prime award with the Federal agency was a contract (but not a grant or cooperative agreement), the agency, subcontractor, and the contractor agree that the mutual obligations of the parties created by this clause constitute a contract between the subcontractor and the Federal agency with respect to the matters covered by the clause; provided, however, that nothing in this paragraph is intended to confer any jurisdiction under the Contract Disputes Act in connection with proceedings under paragraph (J) of this clause.

H. Reporting Utilization of Subject Inventions

1. The Contractor agrees to submit on request periodic reports no more frequently than annually on the utilization of a subject invention or on efforts at obtaining such utilization that are being made by the contractor or its licensees or assignees. Such reports shall include information regarding the status of development, date of first commercial sale or use, gross royalties received by the contractor, and such other data and information as the agency may reasonably specify. The contractor also agrees to provide additional reports as may be requested by the agency in connection with any march-in proceeding undertaken by the agency in accordance with paragraph (J) of this clause. As required by 35 U.S.C. 202 (C)(5), the agency agrees it will not disclose such information to persons outside the government without permission of the contractor.

I. Preference for United States Industry

Notwithstanding any other provision of this clause, the contractor agrees that neither it nor any assignee will grant to any person the exclusive right to use or sell any subject inventions in the United States unless such person agrees that any products embodying the subject invention or produced through the use of the subject invention will be manufactured substantially in the United States. However, in individual cases, the requirement for such an

agreement may be waived by the Federal agency upon a showing by the contractor or its assignee that reasonable but unsuccessful efforts have been made to grant licensees that would be likely to manufacture substantially in the United States or that under the circumstances domestic manufacture is not commercially feasible.

J. March-in Rights

The contractor agrees that with respect to any subject invention in which it has acquired title, the Federal agency has the right in accordance with the procedures in 37 CFR 401.6 and any supplemental regulations of the agency to require the contractor, an assignee or exclusive licensee of a subject invention to grant a nonexclusive, partially exclusive, or exclusive license in any field of use to a responsible applicant or applicants, upon terms that are reasonable under the circumstances, and if the contractor, assignee, or exclusive licensee refuses such a request the Federal agency has the right to grant such a license itself if the Federal agency determines that:

1. Such action is necessary because the contractor or assignee has not taken, or is not expected to take within a reasonable time, effective steps to achieve practical application of the subject invention in such field of use.
2. Such action is necessary to alleviate health or safety needs which are not reasonably satisfied by the contractor, assignee or their licensees:
3. Such action is necessary to meet requirements for public use specified by Federal regulations and such requirements are not reasonably satisfied by the contractor, assignee or licensees; or
4. Such action is necessary because the agreement required by paragraph (I) of this clause has not been obtained or waived or because a licensee of the exclusive right to use or sell any subject invention in the United States is in breach of such agreement.

K. Special Provisions for Contracts with Nonprofit Organizations

If the Contractor is a nonprofit organization, it agrees that:

1. Rights to a subject invention in the United States may not be assigned without the approval of the Federal agency, except where such assignment is made to an organization which has as one of its primary functions the management of inventions, provided that such assignee will be subject to the same provisions as the contractor.
2. The contractor will share royalties collected on a subject invention with the inventor, including Federal employee co-inventors (when the agency deems it appropriate) when the subject invention is assigned in accordance with 35 U.S.C. 202(e) and 37 CFR 401.10;

3. The balance of any royalties or income earned by the contractor with respect to subject inventions, after payment of expenses (including payments to inventors) incidental to the administration of subject inventions, will be utilized for the support of scientific research or education: and
4. It will make efforts that are reasonable under the circumstances to attract licensees of subject invention that are small business firms and that it will give a preference to a small business firm when licensing a subject invention if the contractor determines that the small business firm has a plan or proposal for marketing the invention which, if executed, is equally as likely to bring the invention to practical application as any plans or proposals from applicants that are not small business firms; provided, that the contractor is also satisfied that the small business firm has the capability and resources to carry out its plan or proposal. The decision whether to give a preference in any specific case will be at the discretion of the contractor. However, the contractor agrees that the Secretary may review the contractor's licensing program and decisions regarding small business applicants, and the contractor will negotiate changes to its licensing policies, procedures, or practices with the Secretary when the Secretary's review discloses that the contractor could take reasonable steps to implement more effectively the requires of this paragraph (K)(4).

1. Communication

(Complete According to Instruction at 401.5(b))

(b) When the Department of Energy (DOE) determines to use alternative provisions under § 401.3(a)(4), the standard clause at § 401.14(a), above, shall be used with the following modifications unless a substitute clause is drafted by DOE:

- (1) The title of the clause shall be changed to read as follows: Patent Rights to Nonprofit DOE Facility Operators
- (2) Add an "(A)" after "(1)" in paragraph (c)(1) and add subparagraphs (B) and (C) to paragraph (c)(1) as follows:
 - (B) If the subject invention occurred under activities funded by the naval nuclear propulsion or weapons related programs of DOE, then the provisions of this subparagraph (c)(1)(B) will apply in lieu of paragraphs (c)(2) and (3). In such cases the contractor agrees to assign the government the entire right, title, and interest thereto throughout the world in and to the subject invention except to the extent that rights are retained by the contractor through a greater rights determination or under paragraph (e), below. The contractor, or an employee-inventor, with authorization of the contractor, may submit a request for greater rights at the time the invention is

disclosed or within a reasonable time thereafter. DOE will process such a request in accordance with procedures at 37 CFR 401.15. Each determination of greater rights will be subject to paragraphs (h)-(k) of this clause and such additional conditions, if any, deemed to be appropriate by the Department of Energy.

- (C) At the time an invention is disclosed in accordance with (c)(1)(A) above, or within 90 days thereafter, the contractor will submit a written statement as to whether or not the invention occurred under a naval nuclear propulsion or weapons-related program of the Department of Energy. If this statement is not filed within this time, subparagraph (c)(1)(B) will apply in lieu of paragraphs (c)(2) and (3). The contractor statement will be deemed conclusive unless, within 60 days thereafter, the Contracting Officer disagrees in writing, in which case the determination of the Contracting Officer will be deemed conclusive unless the contractor files a claim under the Contract Disputes Act within 60 days after the Contracting Officer's determination. Pending resolution of the matter, the invention will be subject to subparagraph (c)(1)(B).
3. Paragraph (k)(3) of the clause will be modified as prescribed at § 401.5(g).

§ 401.15 Deferred Determinations

- (a) This section applies to requests for greater rights in subject inventions made by contractors when deferred determination provisions were included in the funding agreement because one of the exceptions at § 401.3(a) was applied, except that the Department of Energy is authorized to process deferred determinations either in accordance with its waiver regulations or this section. A contractor requesting greater rights should include with its request information on its plans and intentions to bring the invention to practical application. Within 90 days after receiving a request and supporting information, or sooner if a statutory bar to patenting is imminent, the agency should seek to make a determination. In any event, if a bar to patenting is imminent, unless the agency plans to file on its own, it shall authorize the contractor to file a patent application pending a determination by the agency. Such a filing shall normally be at the contractor's own risk and expense. However, if the agency subsequently refuses to allow the contractor to retain title and elects to proceed with the patent application under government ownership, it shall reimburse the contractor for the cost of preparing and filing the patent application.
- (b) If the circumstances of concerns which originally led the agency to invoke an exception under § 401.3(a) are not applicable to the actual subject invention

or are no longer valid because of subsequent events, the agency should allow the contractor to retain title to the invention on the same conditions as would have applied if the standard clause at § 401.14(a) had been used originally, unless it has been licensed.

- (c) If paragraph (b) is not applicable, the agency shall make its determination based on an assessment whether its own plans regarding the invention will better promote the policies and objectives of 35 U.S.C. 200 than will contractor ownership of the invention. Moreover, if the agency is concerned only about specific uses or applications of the invention, it shall consider leaving title in the contractor with additional conditions imposed upon the contractor's use of the invention for such applications or with expanded government license rights in such applications.
- (d) A determination not to allow the contractor to retain title to a subject invention or to restrict or condition its title with conditions differing from those in the clause at § 401.14(a), unless made by the head of the agency, shall be appealable by the contractor to an agency official at a level above the person who made the determination. This appeal shall be subject to the procedures applicable to appeals under § 401.11 of this part.

§ 401.16 Submissions and Inquiries

All submissions or inquiries should be directed to Federal Technology Management Policy Division, telephone number 202-377-0659, Room H4837, U.S. Department of Commerce, Washington, DC 20230
(FR Doc. 87-5618 Filed 3-17-87: 8:45 am)

COPYRIGHT REQUIREMENTS

Awarding agency requirements and regulations pertaining to copyrights and rights in data.

COPYRIGHTS

Federally supported grant research projects frequently result in the production of books, brochures, manuals, articles, films, or other written materials. In most instances they are technical reports which serve to disseminate the results of a project to the public and to the scientific community or other researchers. Often, however, these documents are publishable and occasionally they have significant commercial value. Who controls the rights to these materials? What rights does the Government retain? What are the grantee's responsibilities in handling the materials?

There is a widely held notion that written materials produced with the support of public money are automatically in the public domain. That view is erroneous, and in fact no member of the public has an inherent right to use grant-produced materials merely because they were prepared under Government assistance. Because of the confusion, however, it is important for grantees to note a few features of the copyright law which relate to the subject of the grants.

In general, researchers have exclusive rights in any original works of their authorship. Under the most recent amendment to the copyright law, statutory copyright protection extends to both published and unpublished works of the author. Researchers are cautioned to observe the publication policies of their institutions or organizations in this regard, and unless there is an express agreement to the contrary, their employing institution may be considered the author of any materials prepared in the course of their employment, under the "works for hire" doctrine.

Under the most recent amendments to the copyright law, it is clear that grant reports are not considered works of the Government which are in the public domain. The legislative history of the law shows that Congress expressly left it to the discretion of the individual grant-making agencies to determine whether written materials produced by their grantees should be placed in the public domain, and it expected the questions to be resolved by the terms and conditions of grants. The House Report No. 94-1476, September 3, 1976, stated on page 59:

A more difficult and far-reaching problem is whether the definition should be broadened to prohibit copyright in works prepared under U.S. Government contract or grant. As the bill is written, the Government agency concerned could determine in each case whether to allow an independent contractor or grantee to secure copyright in works prepared in whole or in part with the use of Government funds. The argument that has been made against allowing copyright in this situation is that the public should not be required to pay a "double subsidy," and that it is inconsistent to prohibit copyright in works by Government employees while permitting private copyrights in a growing body of works created by persons who are paid with Government funds. Those arguing in favor of potential copyright protection have stressed the importance of copyright as an incentive to creation and dissemination in this situation, and the basically different policy considerations,

applicable to works written by Government employees and those applicable to works prepared by private organizations with the use of Federal funds.

The bill deliberately avoids making any sort of outright, unqualified prohibition against copyright in works prepared under Government contract or grant. There may be cases where it would be in the public interest to deny copyright in the writings generated by Government research contracts and the like; it can be assumed that, where a Government agency commissions a work for its own use merely as an alternative to having one of its own employees prepare the work, the right to secure a private copyright would be withheld. However, there are almost certainly many other cases where the denial of copyright protection would be unfair or would hamper the production and publication of important works. Where, under the particular circumstances, Congress or the agency involved finds the need to have a work freely available outweighs the need of the private author to secure copyright, the problem can be dealt with by specific legislation, agency regulations, or contractual restrictions.

Agency Policy

Government-wide policies contained in Office of Management and Budget Circulars A-102 and A-110 speak to the issue of copyrightable materials through their respective Attachments N. Circular A-110 states:

8b. Copyrights. - Except as otherwise provided in the terms and conditions of the agreement, the author or the recipient organization is free to copyright any books, publications, or other copyrightable materials developed in the course of or under a Federal agreement, but the Federal sponsoring agency shall reserve a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, the work for Government purposes.

Except for minor, nonsubstantive differences, the provisions of A-102 are identical. Each permits the grantee to copyright published materials, subject to a license for the U.S. Government to use the materials for Government purposes. Each also gives the grantor agency discretion in altering that condition, by establishing different terms and conditions in its grants.

Suggested steps for grantees

A grantee whose grant-financed activity may involve the need for potential need for copyrighting of materials should:

- Check the terms and conditions of the grant to determine whether a copyright can be asserted in unpublished as well as published materials. This may vary from grantor agency to grantor agency and from grant to grant.
- It is the grantee's obligation to take the necessary steps to preserve the Government's license when conveying rights to publishers. If the publisher provides a release form

that does not contain a reference to Government use of the materials, appropriate language should be inserted that preserves the Government's rights. If necessary, the granting agency should be consulted to assure compliance with the terms of the grant.

- Under most Federal grants, proper acknowledgment of the source of funds used to write a published work will be required. For example, the National Science Foundation **Grant General Conditions** require the following acknowledgment of support and disclaimer statement in any publication of material, whether copyrighted or not: "This material is based upon work supported by the National Science Foundation under Grant No. _____." Except for scientific articles and papers appearing in scientific journals, all materials must also contain the following disclaimer:

Any opinions, findings and conclusions or recommendations expressed in this publication are those of the author(s) and do not necessarily reflect the views of the National Science Foundation.

- When negotiating a publication agreement, the grantee must include in the publishing contract the reservation of Government license and the acknowledgment and disclaimer statements.
- Grants often are made with the stipulation that any substantive technical reports will be made available to the public through the U.S. Department of Commerce, National Technical Information Service (NTIS). Again, the grantee is well advised to check the terms and conditions of its grant agreement to see if such requirements exist and, if so, to account for them in dealing with potential publishers.
- Provide copies of copyrighted work to the granting agency.
- Some agencies may require prior approval of any proposed commercial publication, including approval of the selection process by which a publisher is obtained. The National Science Foundation, for example, requires documentation showing that a reasonable number of qualified publishers were given an opportunity to compete for the materials. Also, the selection criteria are subject to examination, as well as the final publishing contract.

With respect to any discovery or invention which arises or is developed in the course of or under this contract, Lexington-Fayette Urban County Government and/or Owner shall have the right to require the contractor, an assignee or exclusive licensee of a subject invention to grant a non-exclusive, partially exclusive, or exclusive license in any field of use to Lexington-Fayette Urban County Government and/or Owner.

With respect to any copyrights and rights in data, Lexington-Fayette Urban County Government and/or Owner shall have the right to retain all copyrights and rights in data.

ACCESS TO RECORDS REQUIREMENTS

Access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

ACCESS TO RECORDS

The Contractor agrees that the Lexington-Fayette Urban County Government, the Owner, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any and all books, documents, papers, and records of the Contractor which are directly pertinent to this specific project for the purposes of making an audit, examination, excerpts, and transcriptions.

RECORDS RETENTION REQUIREMENTS

Retention of all required records for three years after contractors or subcontractors make final payments and all other pending matters are closed.

CONTRACT AWARD RESTRICTION TO FOREIGN COUNTRIES

Contractor agrees to fully comply with applicable terms and conditions in Section 109 of Pub. L. 100-102 as set forth below:

RESTRICTIONS ON PUBLIC BUILDINGS AND PUBLIC WORKS PROJECTS

(A) Definitions. "Component" as used in this clause means those articles, materials, and supplies incorporated directly into the product.

"Contractor or subcontractor of a foreign country." as used in this clause, means any Contractor or Subcontractor that is a citizen or national of a foreign country or is controlled directly or indirectly by citizens or nationals of a foreign country. A contractor or subcontractor shall be considered to be a citizen or national of a foreign country or controlled directly or indirectly by citizens or nationals of a foreign country.

- (1) If 50 percent or more of the Contractor or Subcontractor is owned by a citizen or a national of the foreign country;
- (2) If the title of to 50 percent or more of the stock of the Contractor or Subcontractor is held subject to trust or fiduciary obligation in favor of citizens or nationals of the foreign country;
- (3) If 50 percent or more of the voting power in the Contractor-Subcontractor is vested in or exercisable on behalf of a citizen or national of the foreign country;
- (4) In the case of a partnership, if any general partner is a citizen of the foreign country;
- (5) In the case of a corporation, if its president or other chief executive officer or the chairman of its board of directors is a citizen of the foreign country or the majority of any number of its directors necessary to constitute a quorum are citizens of the foreign country or the corporation is organized under the laws of the foreign country or any subdivision, territory, or possession thereof; or
- (6) In the case of a Contractor or Subcontractor who is a joint venture, if any participant firm is a citizen or national of a foreign country or meets any of the criteria in subparagraphs (a)(1) through (5) of this clause.

"Product", as used in this clause, means construction materials-i.e., articles, materials, and supplies brought to the construction site for incorporation into the public works project, including permanently affixed equipment, instruments, utilities, electronic or other devices, but not including vehicles or construction equipment. In determining the origin of a product Lexington-Fayette Urban County Government and/or Owner will consider a product as produced in a foreign country if it has been assembled or manufactured in the foreign country, or if the cost of the components mined, produced, or manufactured in the foreign country exceed 50 percent of the cost of all its components.

- (b) Restrictions. The Contractor shall not (1) knowingly enter into any subcontract under this contract with a Subcontractor of a foreign country on the list of countries that discriminate against U.S. firms published by the United States Trade Representative (see paragraph (c) of this clause, or (2) supply any product under this contract of a country included on the list of foreign countries that discriminate against U.S. firms published by the USTR.
- (c) USTR list. The USTR published an initial list in the Federal Register on December 30, 1987 (53 FR 49244), which identified one country - Japan. The USTR can add other countries to the list or remove countries from it in accordance with Section 109 (c) of Pub. L. 100-202.
- (d) Certification. The Contractor may rely upon the certification of a prospective Subcontractor that it is not a Subcontractor of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR and that products supplied by such Subcontractor for use on the Federal public works project under this contract are not products of a foreign country included on the list of foreign countries that discriminate against U.S. firms published by the USTR, unless such Contractor has knowledge that the certification is erroneous.
- (e) Subcontracts. The Contractor shall incorporate this clause, modified only for the purpose of properly identifying the parties in all subcontracts. This paragraph (e) shall also be incorporated in all subcontracts.

(End of Contract Clause)

Bids/proposals from such firms/suppliers shall be deemed nonresponsible and rejected.

Questions related to this issue should be directed to Division of Community Development, Lexington-Fayette Urban County Government, 200 E. Main Street 6th Floor, Lexington, Kentucky 40507.

KENTUCKY EQUAL EMPLOYMENT OPPORTUNITY ACT

The Kentucky Equal Employment Opportunity Act of 1978 (KRS 45.570-45.640) requires that any county, city, town, school district, water district, hospital district, or other political subdivision of the state shall include in directly or indirectly publicly funded contracts for supplies, materials, services or equipment hereinafter entered into the following provisions:

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

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, or national origin;
2. The contractor will state in all solicitations or advertisements for employees placed by or on behalf of the contractor that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, or national origin;
3. The contractor will post notices in conspicuous places, available to employees and applicants for employment, setting forth the provisions of the nondiscrimination 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 worker's representative of the contractor's commitments under the non discrimination 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 timetables.
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 KRS 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 certifications 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 to 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 subcontractor 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 the 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.

OTHER FEDERAL REQUIREMENTS

INTEREST OF CERTAIN FEDERAL OFFICIALS

No member of or Delegate to the Congress of the United States and no Resident Commissioner shall be admitted to any share or part of this Agreement or to any benefit to arise from the same.

INTEREST OF MEMBERS, OFFICERS, OR EMPLOYEES OF PUBLIC BODY, MEMBER OF LOCAL GOVERNING BODY, OR OTHER PUBLIC OFFICIALS

No member, officer, or employee of the Public Body, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or sub-contract, or the proceeds thereof, for work to be performed in connection with the program assisted under this Agreement.

PROHIBITION AGAINST PAYMENTS OF BONUS OR COMMISSION

The assistance provided under this Agreement shall not be used in the payment of any bonus or commission for the purpose of obtaining Federal approval of the application for such assistance, or approval of applications for additional assistance, or any other approval of concurrence required under this Agreement with respect thereto: provided, however, that reasonable fees or bonafide technical, consultant, managerial or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as program costs.

PUBLIC LAW 88-352: TITLE VI OF THE CIVIL RIGHTS

ACT OF 1964

The Developer agrees to insure that no person shall on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program in the multi-family rental housing facility developed through this contract.

PUBLIC LAW 90-284: TITLE VIII OF THE CIVIL RIGHTS ACT
OF 1968 AND EXECUTIVE ORDER 11063

The Developer warrants and assures that they and their agents will not discriminate in the rental or leasing of housing units constructed under this contract and will in no way make unavailable or deny a dwelling to any person, because of race, color, religion, sex or national origin.

SECTION 109

The Developer will not on the ground of race, color, national origin, sex, age, or handicap:

1. Deny an facilities, services, financial aid or other benefits provided under the program or activity.
2. Provide any facilities, services, financial aid or other benefits which are different, or are provided in a different form from that provided to others under the program or activity.
3. Subject to segregated or separate treatment in any facility in, or in any matter of process related to receipt of any service or benefit under the program or activity.
4. Restrict in any way access to, or in the enjoyment of any advantage or privilege enjoyed by others in connection with facilities, services, financial aid or other benefits under the program or activity.
5. Treat any individual differently from others in determining whether the individual satisfies any admission, enrollment, eligibility, membership, or other requirement or condition which individual must meet in order to be provided any facilities, services or other benefit provided under the program or activity.
6. Deny an opportunity to participate in a program or activity as an employee.

COMPLIANCE WITH THE CLEAN AIR AND WATER ACTS

Compliance with all applicable standards, orders, or requirements issued under section 206 of the Clean Air Act (42 U.S.C. 1857)(h), Section 506 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000).

COMPLIANCE WITH AIR AND WATER ACTS

This Agreement is subject to the requirements of the Clean Air Act, as amended, 42 USC 1857 et. seq., the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended from time to time.

The Contractor and any of its subcontractors for work funded under this Agreement, in excess of \$100,000 agree to the following requirements:

1. A stipulation by the Contractor or subcontractors that any facility to be utilized in the performance of any non-exempt contract or subcontract is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.
2. Agreement by the Contractor to comply with all requirements of Section 114 of the Clean Air Act, as amended, (42 U.S.C. 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 U.S.C. 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued there under.
3. A stipulation that as a condition for the award of the Contract prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA indicating that a facility utilized or to be utilized for the Contract is under consideration to be listed on the EPA list of Violating Facilities.
4. Agreement by the Contractor that he/she will include or cause to be included the criteria and requirements in paragraph (1) through (4) of this section in every nonexempt subcontract and requiring that the Contractor will take such action as the Government may direct as a means of enforcing such provision.

In no event shall any amount of assistance provided under this Agreement be utilized with respect to a facility which has given rise to a conviction under Section 113(c)(1) of the Clean Air Act or Section 309(c) of the Federal Water Pollution Control Act.

ENERGY EFFICIENCY REQUIREMENTS

Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L.94-163).

LEAD BASED PAINT

- A. All paint to be lead free.
- B. Existing lead paint to be removed or concealed with an acceptable covering (paint, siding, etc.)
- C. Warning
 1. Use of lead-base paint materials on any surface, interior or exterior, is prohibited.
 2. Lead-base paint removal is a dangerous task and safety precautions should be strictly enforced when workers are engaged in hazard abatement.

EQUAL EMPLOYMENT OPPORTUNITY AFFIRMATIVE ACTION POLICY

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

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

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

_____ has been appointed Equal Employment Compliance (EEOC) Officer and shall be available for counseling, answering of questions in regards to this company policy, and to hear any complaints of discrimination. The EEOC Office may be reached by calling _____.

Signature: _____
(Bidding Contractor)

Title: _____

Date: _____

DISADVANTAGE BUSINESS ENTERPRISE (DBE) REQUIREMENTS

See the following documents:

- KYTC – DBE Provisions
- DBE Quote Summary Form
- LFUCG Statement of Good Faith Efforts
- LFUCG DBE Substitution Form
- KYTC Local Public Agency Change Order
- KYTC DBE Plan / Subcontract Request
- KYTC Subcontract Request
- 635.109 Standardized changed conditions clauses
- 635.110 Licensing and qualification of contractors
- 635.111 Tied Bids
- 635.112 Advertising for bids and proposals
- 635.410 Buy America requirements
- Warranty

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

Each contractor pre-qualified to perform work on LFUCG projects shall designate and make known to the LFUCG a liaison officer who is assigned the responsibility of effectively administering and promoting an active program for the utilization of DBEs.

If a formal goal has not been designated for the contract, all contractors are encouraged to 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 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, with the bid documents. ***Failure to submit the DBE Plan with this bid will make this bid non-responsive.***

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 Package 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 nine (9) copies of this information must be received in the office of the LFUCG Division of Central Purchasing before 2:00 pm **on the March 29, 2013.**

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 the submission of the LFUCG Good Faith Efforts Form and LFUCG Bid Quote Summary Form along with any written subcontractors' quotations, telephone log notations of verbal quotations, or other types of quotation documentation.

The Good Faith Effort Package 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 **30** 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
6th 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.

01/18/2012

END OF SECTION

SC-78



DBE QUOTE SUMMARY FORM

Bid/RFP/Quote Reference # _____

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

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

DBE Company Address	Contact Person	Contact Information (work phone, Email, cell)	Date Contact	Services to be performed	Method of Communication (email, phone meeting, ad event etc)	Total dollars \$ Do Not Leave Blank (Attach Documentation)

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

Company

Company Representative

Date

Title

LFUCG STATEMENT OF GOOD FAITH EFFORTS
Bid/RFP/Quote # _____

By the signature below of an authorized company representative, we certify that we have utilized the following methods to obtain the maximum practicable participation by minority and women owned business enterprises on the project. Please indicate which methods you used by placing an X in the appropriate place.

- ____ Attended LFUCG Central Purchasing Economic Inclusion Outreach Event
- ____ Sponsored Economic Inclusion event to provide networking opportunities
- ____ Requested a list of MBE/WBE subcontractors or suppliers from LFUCG Economic Engine
- ____ Advertised for MBE/WBE subcontractors or suppliers in local or regional newspapers
- ____ Showed evidence of written notice of contracting and/or supplier opportunities to MBE/WBE firms at least seven days prior to the bid opening date
- ____ Provided copies of quotations submitted by MBE/WBE firms which were not used and/or responses from firms indicating they would not be submitting a quote
- ____ Provided plans, specifications, and requirements to interested MBE/WBE subcontractors
- ____ Other
Please list any other methods utilized that aren't covered above.

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

Company

Company Representative

Date

Title

LFUCG DBE SUBSTITUTION FORM

Bid/RFP/Quote Reference # _____

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

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

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

Company

Date

Company Representative

Title

KENTUCKY TRANSPORTATION CABINET
Local Public Agency (Department of Highways Funding)
CHANGE ORDER

lpa-DOH-chgord
 Mod 07/2/10

Page _____
 Contract ID _____ Project Sponsor _____
 Change Order No _____ County _____
 Contractor _____ Project Number _____
 Contractor _____ Project Name _____
 Address _____

Proposed Changes In Connection with Contract Items

Item No.	Description	Quantity	Unit	Unit Price	Amount
<i>Total for this Page</i>					
<i>Total for Continuation Page(s)</i>					
<i>Total Contract Items</i>					

Proposed Items of Supplemental Agreement:

Ref. No.	Description	Quantity	Unit	Unit Price	Amount
<i>Total for this Page</i>					
<i>Total for Continuation Page(s)</i>					
<i>Total Supplemental Agreement</i>					

Time Extension Explanation: _____

Total Amount

Reasons for Proposed Changes: _____

If approved by Transportation Cabinet, the undersigned contractor agrees to do the work outlined herein and to accept as payment in full the basis of payment as set forth herein.

 Contractor

By: _____

_____ Date

Requested _____
Project Engineer (D&T)

Recommended _____
Chief District Engineer (D&T)

Recommended _____
Kentucky State Highway Engineer (D&T)

Approved _____
TPS Signature Authority (D&T)

Title (D&T)

Approved _____
Section Highway Engineer (D&T)

§

LFUCG DBE SUBSTITUTION FORM

Bid/RFP/Quote Reference # _____

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

Substituted DBE Company Name, Address, Phone, Email	DBE Formerly Contracted Name, Address, Phone, Email	Work to Be Performed	Reason for the Substitution	Total Dollar Value of the Work	% Value of Total Contract
1.					
2.					
3.					
4.					

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

Company

Date

Company Representative

Title

635.109 Standardized changed condition clauses.

(a) Except as provided in paragraph (b) of this section, the following changed conditions contract clauses shall be made part of, and incorporated in, each highway construction project approved under 23 U.S.C. 106:

(1) Differing site conditions.

(i) During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the contract or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the contract, are encountered at the site, the party discovering such conditions shall promptly notify the other party in writing of the specific differing conditions before the site is disturbed and before the affected work is performed.

(ii) Upon written notification, the engineer will investigate the conditions, and if it is determined that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the contract, an adjustment, excluding anticipated profits, will be made and the contract modified in writing accordingly. The engineer will notify the contractor of the determination whether or not an adjustment of the contract is warranted.

(iii) No contract adjustment which results in a benefit to the contractor will be allowed unless the contractor has provided the required written notice.

(iv) No contract adjustment will be allowed under this clause for any effects caused on unchanged work. (This provision may be omitted by the STD's at their option.)

(2) Suspensions of work ordered by the engineer.

(i) If the performance of all or any portion of the work is suspended or delayed by the engineer in writing for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the contractor believes that additional compensation and/or contract time is due as a result of such suspension or delay, the contractor shall submit to the engineer in writing a request for adjustment within 7 calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.

(ii) Upon receipt, the engineer will evaluate the contractor's request. If the engineer agrees that the cost and/or time required for the performance of the contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, the engineer will make an adjustment (excluding profit) and modify the contract in writing accordingly. The contractor will be notified of the engineer's determination whether or not an adjustment of the contract is warranted.

(iii) No contract adjustment will be allowed unless the contractor has submitted the request for adjustment within the time prescribed.

(iv) No contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided or excluded under any other term or condition of this contract.

(3) *Significant changes in the character of work.*

(i) The engineer reserves the right to make, in writing, at any time during the work, such changes in quantities and such alterations in the work as are necessary to satisfactorily complete the project. Such changes in quantities and alterations shall not invalidate the contract nor release the surety, and the contractor agrees to perform the work as altered.

(ii) If the alterations or changes in quantities significantly change the character of the work under the contract, whether such alterations or changes are in themselves significant changes to the character of the work or by affecting other work cause such other work to become significantly different in character, an adjustment, excluding anticipated profit, will be made to the contract. The basis for the adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the contractor in such amount as the engineer may determine to be fair and equitable.

(iii) If the alterations or changes in quantities do not significantly change the character of the work to be performed under the contract, the altered work will be paid for as provided elsewhere in the contract.

(iv) The term "significant change" shall be construed to apply only to the following circumstances:

(A) When the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction; or

(B) When a major item of work, as defined elsewhere in the contract, is increased in excess of 125 percent or decreased below 75 percent of the original contract quantity. Any allowance for an increase in quantity shall apply only to that portion in excess of 125 percent of original contract item quantity, or in case of a decrease below 75 percent, to the actual amount of work performed.

(b) The provisions of this section shall be governed by the following:

(1) Where State statute does not permit one or more of the contract clauses included in paragraph (a) of this section, the State statute shall prevail and such clause or clauses need not be made applicable to Federal-aid highway contracts.

(2) Where the State transportation department has developed and implemented one or more of the contract clauses included in paragraph (a) of this section, such clause or clauses, as developed by the State transportation department may be included in Federal-aid highway contracts in lieu of the corresponding clause or clauses in paragraph (a) of this section. The State's action must be pursuant to a specific State statute requiring differing contract conditions clauses. Such State developed clause or clauses, however, must be in conformance with 23 U.S.C., 23 CFR and other applicable Federal statutes and regulations as appropriate and shall be subject to the Division Administrator's approval as part of the PS&E.

(c) In the case of a design-build project, STDs are strongly encouraged to use "suspensions of work ordered by the engineer" clauses, and may consider "differing site condition" clauses and "significant changes in the character of work" clauses which are appropriate for the risk and responsibilities that are shared with the design-builder.

[56 FR 37004, Aug. 2, 1991; 57 FR 10062, Mar. 23, 1992, as amended at 67 FR 75925, Dec. 10, 2002]

§ 635.110 Licensing and qualification of contractors.

(a) The procedures and requirements a STD proposes to use for qualifying and licensing contractors, who may bid for, be awarded, or perform Federal-aid highway contracts, shall be submitted to the Division Administrator for advance approval. Only those procedures and requirements so approved shall be effective with respect to Federal-aid highway projects. Any changes in approved procedures and requirements shall likewise be subject to approval by the Division Administrator.

(b) No procedure or requirement for bonding, insurance, prequalification, qualification, or licensing of contractors shall be approved which, in the judgment of the Division Administrator, may operate to restrict competition, to prevent submission of a bid by, or to prohibit the consideration of a bid submitted by, any responsible contractor, whether resident or nonresident of the State wherein the work is to be performed.

(c) No contractor shall be required by law, regulation, or practice to obtain a license before submission of a bid or before the bid may be considered for award of a contract. This, however, is not intended to preclude requirements for the licensing of a contractor upon or subsequent to the award of the contract if such requirements are consistent with competitive bidding. Prequalification of contractors may be required as a condition for submission of a bid or award of contract only if the period between the date of issuing a call for bids and the date of opening of bids affords sufficient time to enable a bidder to obtain the required prequalification rating.

(d) Requirements for the prequalification, qualification or licensing of contractors, that operate to govern the amount of work that may be bid upon by, or may be awarded to, a contractor, shall be approved only if based upon a full and appropriate evaluation of the contractor's capability to perform the work.

(e) Contractors who are currently suspended, debarred or voluntarily excluded under 49 CFR part 29 or otherwise determined to be ineligible, shall be prohibited from participating in the Federal-aid highway program.

(f) In the case of a design-build project, the STDs may use their own bonding, insurance, licensing, qualification or prequalification procedure for any phase of design-build procurement.

(1) The STDs may not impose statutory or administrative requirements which provide an in-State or local geographical preference in the solicitation, licensing, qualification, pre-qualification, short listing or selection process. The geographic location of a firm's office may not be one of the selection criteria. However, the STDs may require the successful design-builder to establish a local office after the award of contract.

(2) If required by State statute, local statute, or administrative policy, the STDs may require prequalification for construction contractors. The STDs may require offerors to demonstrate the ability of their engineering staff to become licensed in that State as a condition of responsiveness; however, licensing procedures may not serve as a barrier for the consideration of

otherwise responsive proposals. The STDs may require compliance with appropriate State or local licensing practices as a condition of contract award.
[56 FR 37004, Aug. 2, 1991, as amended at 67 FR 75925, Dec. 10, 2002]

635.111 Tied bids.

(a) The STD may tie or permit the tying of Federal-aid highway projects or Federal-aid and State-financed highway projects for bidding purposes where it appears that by so doing more favorable bids may be received. To avoid discrimination against contractors desiring to bid upon a lesser amount of work than that included in the tied combinations, provisions should be made to permit bidding separately on the individual projects whenever they are of such character as to be suitable for bidding independently.

(b) When Federal-aid and State-financed highway projects are tied or permitted to be tied together for bidding purposes, the bid schedule shall set forth the quantities separately for the Federal-aid work and the State-financed work. All proposals submitted for the tied projects must contain separate bid prices for each project individually. Federal participation in the cost of the work shall be on the basis of the lowest overall responsive bid proposal unless the analysis of bids reveals that mathematical unbalancing has caused an unsupported shift of cost liability to the Federal-aid work. If such a finding is made, Federal participation shall be based on the unit prices represented in the proposal by the individual contractor who would be the lowest responsive and responsible bidder if only the Federal-aid project were considered.

(c) Federal-aid highway projects and State-financed highway projects may be combined in one contract if the conditions of the projects are so similar that the unit costs on the Federal-aid projects should not be increased by such combinations of projects. In such cases, like quantities should be combined in the proposal to avoid the possibility of unbalancing of bids in favor of either of the projects in the combination.

§ 635.112 Advertising for bids and proposals.

(a) No work shall be undertaken on any Federal-aid project, nor shall any project be advertised for bids, prior to authorization by the Division Administrator.

(b) The advertisement and approved plans and specifications shall be available to bidders a minimum of 3 weeks prior to opening of bids except that shorter periods may be approved by the Division Administrator in special cases when justified.

(c) The STD shall obtain the approval of the Division Administrator prior to issuing any addenda which contain a major change to the approved plans or specifications during the advertising period. Minor addenda need not receive prior approval but should be identified by the STD at the time of or prior to requesting FHWA concurrence in award. The STD shall provide assurance that all bidders have received all issued addenda.

(d) Nondiscriminatory bidding procedures shall be afforded to all qualified bidders regardless of National, State or local boundaries and without regard to race, color, religion, sex, national origin, age, or handicap. If any provisions of State laws, specifications, regulations, or policies may operate in any manner contrary to Federal requirements, including title VI of the Civil Rights Act of 1964, to prevent submission of a bid, or prohibit consideration of a bid submitted by any responsible bidder appropriately qualified in accordance with §635.110, such provisions shall not be applicable to Federal-aid projects. Where such nonapplicable provisions exist, notices of advertising, specifications, special provisions or other governing documents shall include a positive statement to advise prospective bidders of those provisions that are not applicable.

(e) Except in the case of a concession agreement, as defined in section 710.703 of this title, no public agency shall be permitted to bid in competition or to enter into subcontracts with private contractors.

(f) The STD shall include a noncollusion provision substantially as follows in the bidding documents: Each bidder shall file a statement executed by, or on behalf of the person, firm, association, or corporation submitting the bid certifying that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive bidding in connection with the submitted bid. Failure to submit the executed statement as part of the bidding documents will make the bid nonresponsive and not eligible for award consideration.

(1) The required form for the statement will be provided by the State to each prospective bidder.

(2) The statement shall either be in the form of an affidavit executed and sworn to by the bidder before a person who is authorized by the laws of the State to administer oaths or in the form of an unsworn declaration executed under penalty of perjury of the laws of the United States.

(g) The STD shall include the lobbying certification requirement pursuant to 49 CFR part 20 and the requirements of 49 CFR part 29 regarding suspension and debarment certification in the bidding documents.

(h) The STD shall clearly identify in the bidding documents those requirements which the bidder must assure are complied with to make the bid responsive. Failure to comply with these identified bidding requirements shall make the bid nonresponsive and not eligible for award consideration.

(i) In the case of a design-build project, the following requirements apply:

(1) When a Request for Proposals document is issued after the NEPA process is complete, the FHWA Division Administrator's approval of the Request for Proposals document will constitute the FHWA's project authorization and the FHWA's approval of the STD's request to release the document. This approval will carry the same significance as plan, specification and estimate approval on a design-bid-build Federal-aid project.

(2) Where a Request for Proposals document is issued prior to the completion of the NEPA process, the FHWA's approval of the document will only constitute the FHWA's approval of the STD's request to release the document.

(3) The STD may decide the appropriate solicitation schedule for all design-build requests. This includes all project advertising, the release of the Request for Qualifications document, the release of the Request for Proposals document and all deadlines for the receipt of qualification statements and proposals. Typical advertising periods range from six to ten weeks and can be longer for large, complicated projects.

(4) The STD must obtain the approval of the Division Administrator prior to issuing addenda which result in major changes to the Request for Proposals document. Minor addenda need not receive prior approval but may be identified by the STD at the time of or prior to requesting the FHWA's concurrence in award. The STD must provide assurance that all offerors have received all issued addenda.

[56 FR 37004, Aug. 2, 1991, as amended at 67 FR 75925, Dec. 10, 2002; 72 FR 45336, Aug. 14, 2007; 73 FR 77502, Dec. 19, 2008]

635.410 Buy America requirements.

(a) The provisions of this section shall prevail and be given precedence over any requirements of this subpart which are contrary to this section. However, nothing in this section shall be construed to be contrary to the requirements of §635.409(a) of this subpart.

(b) No Federal-aid highway construction project is to be authorized for advertisement or otherwise authorized to proceed unless at least one of the following requirements is met:

(1) The project either: (i) Includes no permanently incorporated steel or iron materials, or (ii) if steel or iron materials are to be used, all manufacturing processes, including application of a coating, for these materials must occur in the United States. Coating includes all processes which protect or enhance the value of the material to which the coating is applied.

(2) The State has standard contract provisions that require the use of domestic materials and products, including steel and iron materials, to the same or greater extent as the provisions set forth in this section.

(3) The State elects to include alternate bid provisions for foreign and domestic steel and iron materials which comply with the following requirements. Any procedure for obtaining alternate bids based on furnishing foreign steel and iron materials which is acceptable to the Division Administrator may be used. The contract provisions must (i) require all bidders to submit a bid based on furnishing domestic steel and iron materials, and (ii) clearly state that the contract will be awarded to the bidder who submits the lowest total bid based on furnishing domestic steel and iron materials unless such total bid exceeds the lowest total bid based on furnishing foreign steel and iron materials by more than 25 percent.

(4) When steel and iron materials are used in a project, the requirements of this section do not prevent a minimal use of foreign steel and iron materials, if the cost of such materials used does not exceed one-tenth of one percent (0.1 percent) of the total contract cost or \$2,500, whichever is greater. For purposes of this paragraph, the cost is that shown to be the value of the steel and iron products as they are delivered to the project.

(c) (1) A State may request a waiver of the provisions of this section if: (i) The application of those provisions would be inconsistent with the public interest; or (ii) Steel and iron materials/products are not produced in the United States in sufficient and reasonably available quantities which are of a satisfactory quality.

(2) A request for waiver, accompanied by supporting information, must be submitted in writing to the Regional Federal Highway Administrator (RFHWA) through the FHWA Division Administrator. A request must be submitted sufficiently in advance of the need for the waiver in order to allow time for proper review and action on the request. The RFHWA will have approval authority on the request.

(3) Requests for waivers may be made for specific projects, or for certain materials or products in specific geographic areas, or for combinations of both, depending on the circumstances.

(4) The denial of the request by the RFHWA may be appealed by the State to the Federal Highway Administrator (Administrator), whose action on the request shall be considered administratively final.

(5) A request for a waiver which involves nationwide public interest or availability issues or more than one FHWA region may be submitted by the RFHWA to the Administrator for action.

(6) A request for waiver and an appeal from a denial of a request must include facts and justification to support the granting of the waiver. The FHWA response to a request or appeal will be in writing and made available to the public upon request. Any request for a nationwide waiver and FHWA's action on such a request may be published in the Federal Register for public comment.

(7) In determining whether the waivers described in paragraph (c)(1) of this section will be granted, the FHWA will consider all appropriate factors including, but not limited to, cost, administrative burden, and delay that would be imposed if the provision were not waived.

(d) Standard State and Federal-aid contract procedures may be used to assure compliance with the requirements of this section.

[48 FR 53104, Nov. 25, 1983, as amended at 49 FR 18821, May 3, 1984; 58 FR 38975, July 21, 1993]

Warranty

The Contractor warrants to the LPA that materials and equipment furnished by the Contractor under contract will be new and of good quality unless otherwise required or permitted by the Contract Documents, that the work will be free from defects not inherent in the quality required or permitted, and that the work will conform to the requirements of the Contract Documents.

Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by the LPA, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

The Contractor's obligation to perform and complete the work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of work that is not in accordance with the Contract Documents or a release of the Contractor's obligation to perform the work in accordance with the Contract Documents:

- Observations by the Project Manager
- Payment by the LPA
- Use or occupancy of any part of the work by the LPA
- Any inspection, test or approval by others: or
- Any correction of defective work by the LPA

Failure on the part of the LPA to insist on strict performance by the Contractor of any provision of the Contract is not a waiver of the LPA's rights and/or remedies, nor shall it relieve the Contractor from performing any subsequent obligations strictly in accordance with the terms of the Contract.

The LPA may, at its option, waive compliance with any particular Contract requirement. No waiver shall be effective unless in writing and signed by both the LPA and the Contractor. Written waivers shall be limited to the specified provisions of the Contract specifically referred to herein, and shall not be deemed a waiver of any other provisions. The written waiver shall not constitute a continuing waiver unless it states otherwise.

All work shall be warranted for one (1) year from the date of final completion unless specified otherwise. Paved surfaces and restoration of structures will be warranted for one (1) year.

Should any defect in materials or workmanship, excluding extraordinary wear and tear, appear during the above stated warranty period, the Contractor shall repair or replace same at no cost to the LPA immediately upon written notice from the LPA. The Contractor will not be liable under the above warranty for any defects or damages resulting from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, such as misuse or neglect by the LPA, acts of God, fires, floods and hurricanes. Warranty papers shall accompany equipment.

DEBARMENT CERTIFICATION

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

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

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

Firm Name: _____

Project: _____

Printed Name and Title of Authorized Representative: _____

Signature: _____

Date: _____

FORM FHWA-1273

**REQUIRED CONTRACT PROVISIONS FEDERAL - AID CONSTRUCTION
CONTRACTS**

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Payment of Predetermined Minimum Wage
- V. Statements and Payrolls
- VI. Record of Materials, Supplies, and Labor
- VII. Subletting or Assigning the Contract
- VIII. Safety: Accident Prevention
- IX. False Statements Concerning Highway Project
- X. Implementation of Clean Air Act and Federal Water Pollution Control Act
- XI. Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion
- XII. Certification Regarding Use of Contract Funds for lobbying

ATTACHMENTS

- A. Employment Preference for Appalachian Contracts (included in Appalachian contracts only)

I. GENERAL

- 1. These contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendent and to all work performed on the contract by piecework, station work, or by subcontract.
- 2. Except as otherwise provided for in each section, the contractor shall insert in each subcontract all of the stipulations contained in these Required Contract Provisions, and further require their inclusion in any lower tier subcontract or purchase order that may in turn be made. The Required Contract Provisions shall not be incorporated by reference in any case. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with these Required Contract Provisions.
- 3. A breach of any of the stipulations contained in these Required Contract Provisions shall be sufficient grounds for termination of the contract.
- 4. A breach of the following clauses of the Required Contract Provisions may also be grounds for debarment as provided in 29 CFR 5.12:
 - Section I, paragraph 2;
 - Section IV, paragraphs 1, 2, 3, 4, and 7;
 - Section V, paragraphs 1 and 2a through 2g.

5. Disputes arising out of the labor standards provisions of Section IV (except paragraph 5) and Section V of these Required Contract Provisions shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor (DOL) as set forth in 29 CFR 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the DOL, or the contractor's employees or their representatives.

6. **Selection of Labor:** During the performance of this contract, the contractor shall not:

- a. discriminate against labor from any other State, possession, or territory of the United States (except for employment preference for Appalachian contracts, when applicable, as specified in Attachment A), or
- b. employ convict labor for any purpose within the limits of the project unless it is labor performed by convicts who are on parole, supervised release, or probation.

II. NONDISCRIMINATION

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.)

1. **Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630 and 41 CFR 60) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The Equal Opportunity Construction Contract Specifications set forth under 41 CFR 60-4.3 and the provisions of the American Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

- a. The contractor will work with the State highway agency (SHA) and the Federal Government in carrying out EEO obligations and in their review of his/her activities under the contract.
- b. The contractor will accept as his operating policy the following statement:
"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, preapprenticeship, and/or on-the-job training."

2. **EEO Officer:** The contractor will designate and make known to the SHA contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active contractor program of EEO and who must be assigned adequate authority and responsibility to do so.

3. **Dissemination of Policy:** All members of the contractor's staff who are to hire, supervise, promote, and discharge employees, or who recommend such action, or who are

substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual will be taken as a minimum:

- a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.
- b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.
- c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minority group employees.
- d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
- e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minority groups in the area from which the project work force would normally be derived.

- a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred to the contractor for employment consideration.
- b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the contractor's compliance with EEO contract provisions. (The DOL has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Executive Order 11246, as amended.)
- c. The contractor will encourage his present employees to refer minority group applicants for employment. Information and procedures with regard to referring minority group applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

- a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
- b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
- c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
- d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with his obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of his avenues of appeal.

6. Training and Promotion:

- a. The contractor will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.
- b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision.
- c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.
- d. The contractor will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the contractor either directly or through a contractor's association acting as agent will include the procedures set forth below:

- a. The contractor will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.

- b. The contractor will use best efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.
- c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the SHA and shall set forth what efforts have been made to obtain such information.
- d. In the event the union is unable to provide the contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The DOL has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the SHA.

8. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:

The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment.

- a. The contractor shall notify all potential subcontractors and suppliers of his/her EEO obligations under this contract.
- b. Disadvantaged business enterprises (DBE), as defined in 49 CFR 23, shall have equal opportunity to compete for and perform subcontracts which the contractor enters into pursuant to this contract. The contractor will use his best efforts to solicit bids from and to utilize DBE subcontractors or subcontractors with meaningful minority group and female representation among their employees. Contractors shall obtain lists of DBE construction firms from SHA personnel.
- c. The contractor will use his best efforts to ensure subcontractor compliance with their EEO obligations.

9. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the SHA and the FHWA.

- a. The records kept by the contractor shall document the following:
 - 1. The number of minority and non-minority group members and women employed in each work classification on the project;
 - 2. The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women;
 - 3. The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and

4. The progress and efforts being made in securing the services of DBE subcontractors or subcontractors with meaningful minority and female representation among their employees.
- b. The contractors will submit an annual report to the SHA each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. If on-the job training is being required by special provision, the contractor will be required to collect and report training data.

III. NONSEGREGATED FACILITIES

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.)

- a. By submission of this bid, the execution of this contract or subcontract, or the consummation of this material supply agreement or purchase order, as appropriate, the bidder, Federal-aid construction contractor, subcontractor, material supplier, or vendor, as appropriate, certifies that the firm does not maintain or provide for its employees any segregated facilities at any of its establishments, and that the firm does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The firm agrees that a breach of this certification is a violation of the EEO provisions of this contract. The firm further certifies that no employee will be denied access to adequate facilities on the basis of sex or disability.
- b. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive, or are, in fact, segregated on the basis of race, color, religion, national origin, age or disability, because of habit, local custom, or otherwise. The only exception will be for the disabled when the demands for accessibility override (e.g. disabled parking).
- c. The contractor agrees that it has obtained or will obtain identical certification from proposed subcontractors or material suppliers prior to award of subcontracts or consummation of material supply agreements of \$10,000 or more and that it will retain such certifications in its files.

IV. PAYMENT OF PREDETERMINED MINIMUM WAGE

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural minor collectors, which are exempt.)

1. General:

- a. All mechanics and laborers employed or working upon the site of the work will be paid unconditionally and not less often than once a week and without subsequent deduction or rebate on any account [except such payroll deductions as are permitted

by regulations (29 CFR 3) issued by the Secretary of Labor under the Copeland Act (40 U.S.C. 276c) the full amounts of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment. The payment shall be computed at wage rates not less than those contained in the wage determination of the Secretary of Labor (hereinafter "the wage determination") which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor or its subcontractors and such laborers and mechanics. The wage determination (including any additional classifications and wage rates conformed under paragraph 2 of this Section IV and the DOL poster (WH-1321) or Form FHWA-1495) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. For the purpose of this Section, contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act (40 U.S.C. 276a) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Section IV, paragraph 3b, hereof. Also, for the purpose of this Section, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in paragraphs 4 and 5 of this Section IV.

- b. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein, provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed.
- c. All rulings and interpretations of the Davis-Bacon Act and related acts contained in 29 CFR 1, 3, and 5 are herein incorporated by reference in this contract.

2. Classification:

- a. The SHA contracting officer shall require that any class of laborers or mechanics employed under the contract, which is not listed in the wage determination, shall be classified in conformance with the wage determination.
- b. The contracting officer shall approve an additional classification, wage rate and fringe benefits only when the following criteria have been met:
 - 1. the work to be performed by the additional classification requested is not performed by a classification in the wage determination;
 - 2. the additional classification is utilized in the area by the construction industry;
 - 3. the proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and
 - 4. with respect to helpers, when such a classification prevails in the area in which the work is performed.

- c. If the contractor or subcontractors, as appropriate, the laborers and mechanics (if known) to be employed in the additional classification or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the DOL, Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, D.C. 20210. The Wage and Hour Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- d. In the event the contractor or subcontractors, as appropriate, the laborers or mechanics to be employed in the additional classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. Said Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- e. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 2c or 2d of this Section IV shall be paid to all workers performing work in the additional classification from the first day on which work is performed in the classification.

3. Payment of Fringe Benefits:

- a. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor or subcontractors, as appropriate, shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly case equivalent thereof.
- b. If the contractor or subcontractor, as appropriate, does not make payments to a trustee or other third person, he/she may consider as a part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

4. Apprentices and Trainees (Programs of U.S. DOL) and Helpers:

- a. Apprentices:
 - 1. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the DOL, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State apprenticeship agency

recognized by the Bureau, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice.

2. The allowable ratio of apprentices to journeyman-level employees on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate listed in the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor or subcontractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman-level hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.
 3. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator for the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.
 4. In the event the Bureau of Apprenticeship and Training, or a State apprenticeship agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor or subcontractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the comparable work performed by regular employees until an acceptable program is approved.
- b. Trainees:
1. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the DOL, Employment and Training Administration.
 2. The ratio of trainees to journeyman-level employees on the job site shall not be greater than permitted under the plan approved by the Employment and

Training Administration. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

3. Every trainee must be paid at not less than the rate specified in the approved program for his/her level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman-level wage rate on the wage determination which provides for less than full fringe benefits for apprentices, in which case such trainees shall receive the same fringe benefits as apprentices.
4. In the event the Employment and Training Administration withdraws approval of a training program, the contractor or subcontractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. **Helpers:**

Helpers will be permitted to work on a project if the helper classification is specified and defined on the applicable wage determination or is approved pursuant to the conformance procedure set forth in Section IV.2. Any worker listed on a payroll at a helper wage rate, who is not a helper under an approved definition, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.

5. Apprentices and Trainees (Programs of the U.S. DOT):

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

6. Withholding:

The SHA shall upon its own action or upon written request of an authorized representative of the DOL withhold, or cause to be withheld, from the contractor or subcontractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements which is held by the same prime contractor, as much of the accrued

payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the SHA contracting officer may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

7. Overtime Requirements:

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers, mechanics, watchmen, or guards (including apprentices, trainees, and helpers described in paragraphs 4 and 5 above) shall require or permit any laborer, mechanic, watchman, or guard in any workweek in which he/she is employed on such work, to work in excess of 40 hours in such workweek unless such laborer, mechanic, watchman, or guard receives compensation at a rate not less than one-and-one-half times his/her basic rate of pay for all hours worked in excess of 40 hours in such workweek.

8. Violation:

Liability for Unpaid Wages; Liquidated Damages: In the event of any violation of the clause set forth in paragraph 7 above, the contractor and any subcontractor responsible thereof shall be liable to the affected employee for his/her unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer, mechanic, watchman, or guard employed in violation of the clause set forth in paragraph 7, in the sum of \$10 for each calendar day on which such employee was required or permitted to work in excess of the standard work week of 40 hours without payment of the overtime wages required by the clause set forth in paragraph 7.

9. Withholding for Unpaid Wages and Liquidated Damages:

The SHA shall upon its own action or upon written request of any authorized representative of the DOL withhold, or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 8 above.

V. STATEMENTS AND PAYROLLS

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural collectors, which are exempt.)

1. Compliance with Copeland Regulations (29 CFR 3):

The contractor shall comply with the Copeland Regulations of the Secretary of Labor which are herein incorporated by reference.

2. Payrolls and Payroll Records:

- a. Payrolls and basic records relating thereto shall be maintained by the contractor and each subcontractor during the course of the work and preserved for a period of 3 years from the date of completion of the contract for all laborers, mechanics, apprentices, trainees, watchmen, helpers, and guards working at the site of the work.
- b. The payroll records shall contain the name, social security number, and address of each such employee; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalent thereof the types described in Section 1(b)(2)(B) of the Davis Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. In addition, for Appalachian contracts, the payroll records shall contain a notation indicating whether the employee does, or does not, normally reside in the labor area as defined in Attachment A, paragraph 1. Whenever the Secretary of Labor, pursuant to Section IV, paragraph 3b, has found that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis Bacon Act, the contractor and each subcontractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, that the plan or program has been communicated in writing to the laborers or mechanics affected, and show the cost anticipated or the actual cost incurred in providing benefits. Contractors or subcontractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprentices and trainees, and ratios and wage rates prescribed in the applicable programs.
- c. Each contractor and subcontractor shall furnish, each week in which any contract work is performed, to the SH&A resident engineer a payroll of wages paid each of its employees (including apprentices, trainees, and helpers, described in Section IV, paragraphs 4 and 5, and watchmen and guards engaged on work during the preceding weekly payroll period). The payroll submitted shall set out accurately and completely all of the information required to be maintained under paragraph 2b of this Section V. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal stock number 029-005-0014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.
- d. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his/her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
 1. that the payroll for the payroll period contains the information required to be maintained under paragraph 2b of this Section V and that such information is correct and complete;

2. that such laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR 3;
 3. that each laborer or mechanic has been paid not less than the applicable wage rate and fringe benefits or cash equivalent for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- e. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 2d of this Section V.
 - f. The falsification of any of the above certifications may subject the contractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.
 - g. The contractor or subcontractor shall make the records required under paragraph 2b of this Section V available for inspection, copying, or transcription by authorized representatives of the SHA, the FHWA, or the DOL, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the SHA, the FHWA, the DOL, or all may, after written notice to the contractor, sponsor, applicant, or owner, take such actions as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

**VI. RECORD OF MATERIALS, SUPPLIES AND LABOR THIS SECTION DELETED
JUNE 4, 2007.**

VII. SUBLETTING OR ASSIGNING THE CONTRACT

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the State. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635).
 - a. "Its own organization" shall be construed to include only workers employed and paid directly by the prime contractor and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor, assignee, or agent of the prime contractor.
 - b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of

contracting organizations qualified and expected to bid on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph 1 of Section VII is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.
3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the SHA contracting officer determines is necessary to assure the performance of the contract.
4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the SHA contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the SHA has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

VIII. SAFETY: ACCIDENT PREVENTION

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the SHA contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.
2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).
3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

IX. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is

essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, the following notice shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

NOTICE TO ALL PERSONNEL ENGAGED ON FEDERAL-AID HIGHWAY PROJECTS

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented:

Shall be fined not more than \$10,000 or imprisoned not more than 5 years or both."

X. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$100,000 or more.)

By submission of this bid or the execution of this contract, or subcontract, as appropriate, the bidder, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any facility that is or will be utilized in the performance of this contract, unless such contract is exempt under the Clean Air Act, as amended (42 U.S.C. 1857 et seq., as amended by Pub.L. 91-604), and under the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Pub.L. 92-500), Executive Order 11738, and regulations in implementation thereof (40 CFR 15) is not listed, on the

- date of contract award, on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 CFR 15.20.
2. That the firm agrees to comply and remain in compliance with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations and guidelines listed thereunder.
 3. That the firm shall promptly notify the SHA of the receipt of any communication from the Director, Office of Federal Activities, EPA, indicating that a facility that is or will be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.
 4. That the firm agrees to include or cause to be included the requirements of paragraph 1 through 4 of this Section X in every nonexempt subcontract, and further agrees to take such action as the government may direct as a means of enforcing such requirements.

XI. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

1. Instructions for Certification - Primary Covered Transactions:

(Applicable to all Federal-aid contracts - 49 CFR 29)

- a. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
- c. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.
- d. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- e. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations.

- f. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- g. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction." provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement portion of the "Lists of Parties Excluded From Federal Procurement or Nonprocurement Programs" (Nonprocurement List) which is compiled by the General Services Administration.
- i. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- j. Except for transactions authorized under paragraph f of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. Have not within a 3-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;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1b of this certification; and
 - d. Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

2. Instructions for Certification - Lower Tier Covered Transactions:

(Applicable to all subcontracts, purchase orders and other lower tier transactions of \$25,000 or more - 49 CFR 29)

- a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- d. The terms "covered transaction," "debarred," "suspended," "ineligible," "primary covered transaction," "participant," "person," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without

modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions:

- 1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- 2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XII. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

(Applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 - 49 CFR 20)

- 1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:
 - a. 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 extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- b. If any funds other than 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.
2. This certification is a material representation of fact upon 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 31 U.S.C. 1352. 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.
 3. The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

END OF SECTION

PART VI
CONTRACT AGREEMENT

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PART VI

CONTRACT AGREEMENT

THIS AGREEMENT, made on the 2 day of MAY, 2013, by and between Lexington-Fayette Urban County Government (LFUCG Resolution Number 193-2013), acting herein called "OWNER" and BUSH & BURCHETT, INC., doing business as *(an individual) (a partnership) (a corporation) located in the City of ALLEN, County of FLOYD, and State of KENTUCKY, hereinafter called "CONTRACTOR."

WITNESSETH: That the CONTRACTOR and the OWNER in consideration of: SIX HUNDRED FOURTY THREE THOUSAND, ONE HUNDRED SEVENTY TWO Dollars and Fifty Nine Cents (\$643,172.59) quoted in the proposal by the CONTRACTOR, dated March 29, 2013 (Bid# 10-2013), 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 for the GRIMES MILL ROAD BRIDGE REPLACEMENT OVER BOONE CREEK 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 two hundred and seventy (270) **calendar days**. The time shall begin ten (10) days after the CONTRACTOR is given the Notice to Proceed with the Work.

3. ISSUANCE OF WORK ORDERS

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

4. THE CONTRACT SUM

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

5. PROGRESS PAYMENTS

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

6. ACCEPTANCE AND FINAL PAYMENT

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

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

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

7. THE CONTRACT DOCUMENTS

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

8. EXTRA WORK

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

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

CONTRACT DOCUMENTS & SPECIFICATIONS
For
Grimes Mill Road Bridge Reconstruction Over Boone Creek

SECTION NO.	TITLE	PAGES
I	Advertisement for Bids	AB 1 thru 5
II	Information for Bidders	IB 1 thru 13
III	Form of Proposal	P 1 thru 30
IV	General Conditions	GC 1 thru 50
V	Special Conditions	SC 1 thru 118
VI	Contract Agreement	CA 1 thru 5
VII	Performance and Payment Bonds	PB 1 thru 7
VIII	Addenda	AD 1 thru 1
IX	Technical Specifications	TS 1 thru 76

PLAN DRAWINGS

Sheet No.	Description
R1	- Cover Page
R2	- Typical Section
R3	- Plan and Profile Sheets
R4	- Erosion & Sediment Control Notes
R5	- Existing Erosion & Sediment Control Plan
R6	- Proposed Erosion & Sediment Control Notes
R7	- Road Closure Signing Plan
R8	- General Summary Sheet
R9	- Paving Summary
X1-X7	- Cross Sections
S1-S22	- Structure Plans

KYTC - Standard Drawings

As Noted on Plans

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

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

ATTEST:

Susan Seimb
Clerk of the Urban County Council

BY: Jim Gray
Mr. Jim Gray

[Signature]
(Witness)

MAYOR
(Title)

(Seal)

Bush & Burchett, Inc.
(Contractor)

M. Yvonne Stone
(Witness)

BY: Joe Burt

(Seal)

President
(Title)

PO Box 400 Allen KY, 41601
(Address and Zip Code)

IMPORTANT: *Strike out any inapplicable 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

PART VII

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that

(Name of CONTRACTOR)

(Address of CONTRACTOR)

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

called Principal, and

(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

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

hereinafter called "OWNER" in the penal sum of:

_____ Dollars. (\$ _____),
for the payment of whereof Principal and Surety bind themselves, their heirs, executors, administrators,
successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal by written agreement is entering into a Contract with OWNER for **GRIMES MILL ROAD BRIDGE OVER BOONE CREEK** Project in accordance with drawings and specifications prepared by: **H. W. LOCHNER** which Contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

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

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

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

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

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

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

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

ATTEST:

Principal

(Principal) Secretary

BY: _____ (s)

(Address)

Witness as to Principal

(Address)

ATTEST:

Surety

BY: _____
Attorney-in-Fact

(Surety) Secretary

(Address)

(SEAL)

Witness as to Surety

(Address)

TITLE: _____

Surety

BY: _____

TITLE: _____

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

PART VII
PAYMENT BOND

KNOW ALL MEN BY THESE PRESENT: that

(Name of Contractor)

(Address of Contractor)

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

Principal, and _____
(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto:

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

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

WHEREAS, Principal by written agreement is entering into a Contract with OWNER for **GRIMES MILL ROAD BRIDGE OVER BOONE CREEK** Project in accordance with drawings and specifications prepared by: **H. W. LOCHNER** which Contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

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

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

2. The above named Principal and Surety hereby jointly and severally agree with the OWNER that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The OWNER shall not be liable for the payment of any costs or expenses of any such suit.

3. No suit or action shall be commenced hereunder by any claimant:

(a) Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: The Principal, the OWNER, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the Work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the Work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, OWNER, or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

(b) After the expiration of one (1) year following the date on which Principal ceased Work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

(c) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project, or any part thereof, is situated, or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.

4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against aid improvement, whether or not claim for the amount of such lien be presented under and against this bond.

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

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

ATTEST:

(Principal)

(Principal) Secretary

(SEAL) BY: _____ (s)

(Address)

(Witness to Principal)

(Address)

ATTEST:

(Surety)

BY: _____
(Attorney-in-Fact)

(Surety) Secretary

(SEAL)

Witness as to Surety
(Address)

(Address)

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

END OF SECTION

PART VIII

ADDENDA

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

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/28/2013

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).

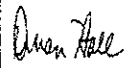
PRODUCER Neace Lukens - Pikeville/ Assured NL Insurance Agency Inc PO Box 3189 Pikeville, KY 41502	CONTACT NAME: Sherrie Newcomb	
	PHONE (A/C, No, Ext): (606) 605-0037 FAX (A/C, No): (606) 605-0043	
INSURED Bush & Burchett, Inc. P O Box 400 Allen, KY 41601	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Old Republic Insurance Company	24147
	INSURER B: Navigators Insurance Company	42307
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC		A4CG94401304	3/1/2013	3/1/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		A4CA94401304	3/1/2013	3/1/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (PER ACCIDENT) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		HO13UMB204138IV	3/1/2013	3/1/2014	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	A4CW94401304	3/1/2013	3/1/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L EACH ACCIDENT \$ 1,000,000 E.L DISEASE - EA EMPLOYEE \$ 1,000,000 E.L DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER Lexington-Fayette Urban County Government Construction Project 200 E Main Street Lexington, KY 40507	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 



Certificate of Eligibility

CERTIFICATE NO.

A 2012
00349

ISSUED BY
COMMONWEALTH OF KENTUCKY
TRANSPORTATION CABINET

This Certifies that BUSH & BURCHETT INC
PO BOX 400
ALLEN KY 41601

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 \$90,272,802. This certificate which expires December 31, 2012 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

- A GRADE AND DRAIN
- E1 BRIDGES NOT MORE THAN 70 FT. CLEAR SPAN
- E3 BRIDGES 100 FT. CLEAR SPAN AND OVER
- I28 CONCRETE REPAIRS
- B FORTLAND CEMENT CONCRETE PAVING
- E2 BRIDGES NOT MORE THAN 100 FT. CLEAR SPAN
- E5 BRIDGES OVER NAVIGABLE STREAMS

DATE ISSUED: April 30, 2012

BY _____
STATE HIGHWAY ENGINEER
DEPARTMENT OF HIGHWAYS



2307 River Road, Suite 200
Louisville, KY 40206
Phone: (502) 636-9191
Fax: (502) 636-5328

Address:

Bush & Burchett, Inc.
P.O. Box 400
Allen, KY 41601

BID BOND RESULTS

Date: Tuesday, March 26, 2013

This bond has been prepared in accordance with your instructions. Please check it to be sure it conforms to the specifications for bidding this project.

Principal:

Bush & Burchett, Inc.
P.O. Box 400
Allen, KY 41601

Obligee:

Lexington-Fayette Urban County Government
200 East Main Street
Lexington, KY 40507

AMOUNT \$1,500,000.00

BID DATE: 3/29/2013

DESCRIPTION OF PROJECT: Bid # 10-2013 - Grimes Road Bridge Replacement over Boone Creek

PLEASE FILL IN FIRM NAME AND BID PRICES OF THE THREE LOWEST BIDDERS:

FIRM: _____ AMOUNT \$ _____

FIRM: _____ AMOUNT \$ _____

FIRM: _____ AMOUNT \$ _____

IF YOUR BID IS NOT LISTED ABOVE - WHAT WAS YOUR BID PRICE? \$ _____

COMMENTS: _____

Prepared By: Bonnie J. Wortham

IMPORTANT NOTICE

MUNICIPAL TAX MAY APPLY TO THE PREMIUM CHARGE IF YOU ARE THE SUCCESSFUL BIDDER ON THIS PROJECT.

PLEASE REFER TO [HTTP://DOI.PPR.KY.GOV/KENTUCKY/DOCUMENTS/TAX/TAXRATEREPORT040609.PDF](http://DOI.PPR.KY.GOV/KENTUCKY/DOCUMENTS/TAX/TAXRATEREPORT040609.PDF) FOR DETAILS REGARDING WHICH CITIES/COUNTIES HAVE IMPLEMENTED THE MUNICIPAL TAX AND THE APPLICABLE RATES

PLEASE COMPLETE THE REQUESTED INFORMATION AND RETURN

 **AIA** Document A310™ – 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)

Bush & Burchett, Inc.
P.O. Box 400
Allen, KY 41601

SURETY:
(Name, legal status and principal place of business)

Travelers Casualty and Surety Company of America
One Tower Square 3PB
Hartford, CT 06183-9062

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

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

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

BOND AMOUNT: Five Percent of the Amount Bid (5 % of Bid)

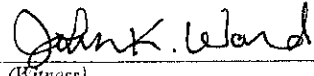
PROJECT:
(Name, location or address, and Project number, if any)
Bid # 10-2013 - Grimes Road Bridge Replacement over Boone Creek

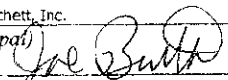
The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the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

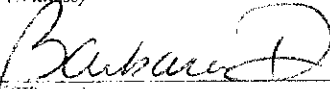
If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

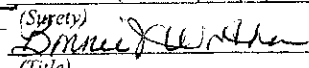
When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement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

Signed and sealed this 29th day of March 2013


(Witness)

Bush & Burchett, Inc.
(Principal)  Pres. (Seal)


(Witness)

Travelers Casualty and Surety Company of America
(Surety)  (Seal)
(Title) Bonnie J. Wortham
Attorney-in-Fact



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 224002

Certificate No. 004522975

KNOW ALL MEN BY THESE PRESENTS: That St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota. that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut. that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland. that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

James T. Smith, Jason D. Cromwell, Kathy Hobbs, Myrtie F. Henry, Sandra F. Harper, Brook T. Smith, Raymond M. Hundley, Virginia E. Woolridge, James H. Martin, Margie M. Lowry, Deborah Neichter, Sheryon Quinn, Jackie C. Koestel, Bonnie J. Wortham, Amy Meredith, and Lynnette Long

of the City of Louisville, State of Kentucky, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory 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, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 9th day of September, 2011

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
George W. Thompson, Senior Vice President

On this the 9th day of September, 2011, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2016.



[Signature]
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal, bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

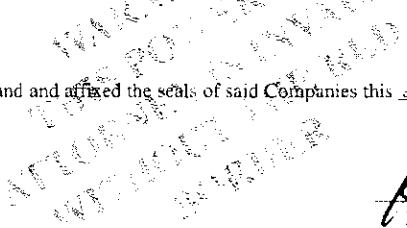
FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company 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 in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 29th day of March, 20 13



Kevin E. Hughes
Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

 **AIA** Document A312™ – 2010

Performance Bond

105892418

CONTRACTOR:

(Name, legal status and address)

Bush & Burchett, Inc.
P.O. Box 400
Allen, KY 41601

SURETY:

(Name, legal status and principal place of business)

Travelers Casualty and Surety Company of America
One Tower Square 3PB
Hartford, CT 06183-9062

OWNER:

(Name, legal status and address)

Lexington-Fayette Urban County Government
200 East Main Street
Lexington, KY 40507

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

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

AIA Document A312-2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

CONSTRUCTION CONTRACT

Date:

Amount: Six Hundred Forty-Three Thousand One Hundred Seventy-Two and 59/100

(\$ 643,172.59)

Description: Bid # 10-2013 - Grimes Road Bridge Replacement over Boone Creek
(Name and location)

BOND

Date:

(Not earlier than Construction Contract Date)


Amount: Six Hundred Forty-Three Thousand One Hundred Seventy-Two and 59/100

(\$ 643,172.59)

Modifications to this Bond: None See Section 16

CONTRACTOR AS PRINCIPAL

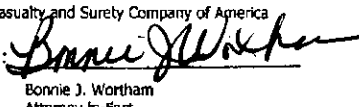
Company: *(Corporate Seal)*
Bush & Burchett, Inc.

Signature: 
Name and Title:

(Any additional signatures appear on the last page of this Performance Bond.)

SURETY

Company: *(Corporate Seal)*
Travelers Casualty and Surety Company of America

Signature: 
Name and Title: Bonnie J. Wortham
Attorney-in-Fact

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

Smith Manus
2307 River Road, Suite 200
Louisville, KY 40206
(800) 235-9347

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

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

§ 14 Definitions

§ 14.1 **Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 **Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

SURETY

Company:

(Corporate Seal)

Company:

(Corporate Seal)

Signature: _____

Signature: _____

Name and Title:

Name and Title:

Address

Address

 **AIA** Document A312™ - 2010

Payment Bond

105892418

CONTRACTOR:
(Name, legal status and address)
Bush & Burchett, Inc.
P.O. Box 400
Allen, KY 41601

SURETY:
(Name, legal status and principal place of business)
Travelers Casualty and Surety Company of America
One Tower Square 3PB
Hartford, CT 06183-9062

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

CONSTRUCTION CONTRACT
Date:

Amount: Six Hundred Forty-Three Thousand One Hundred Seventy-Two and 59/100
(\$ 643,172.59)
Description: Bid # 10-2013 - Grimes Road Bridge Replacement over
(Name and location) Boone Creek

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

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

AIA Document A312-2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

BOND

Date:
(Not earlier than Construction Contract Date)

Amount: Six Hundred Forty-Three Thousand One Hundred Seventy-Two and 59/100
(\$ 643,172.59)
Modifications to this Bond: None See Section 18


CONTRACTOR AS PRINCIPAL

Company: *(Corporate Seal)*
Bush & Burchett, Inc.

Signature: _____
Name and Title:
(Any additional signatures appear on the last page of this Payment Bond.)

SURETY

Company: *(Corporate Seal)*
Travelers Casualty and Surety Company of America

Signature: 
Name and Title: Bonnie J. Wortham
Attorney-in-Fact

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

Smith Manus
2307 River Road, Suite 200
Louisville, KY 40206
(800) 235-9347

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of. Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

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

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

SURETY

Company:

(Corporate Seal)

Company:

(Corporate Seal)

Signature: _____

Signature: _____

Name and Title: _____

Name and Title: _____

Address _____

Address _____



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 224002

Certificate No. 004520984

KNOW ALL MEN BY THESE PRESENTS: That St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

James T. Smith, Jason D. Cromwell, Kathy Hobbs, Myrtie F. Henry, Sandra F. Harper, Brook T. Smith, Raymond M. Hundley, Virginia E. Woolridge, James H. Martin, Margie M. Lowry, Deborah Neichter, Sheryon Quinn, Jackie C. Koestel, Bonnie J. Wortham, Amy Meredith, and Lynnette Long

of the City of Louisville, State of Kentucky, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory 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, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 9th day of September, 2011.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By:

Signature of George W. Thompson, Senior Vice President

On this the 9th day of September, 2011, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal. My Commission expires the 30th day of June, 2016.



Signature of Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company 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 in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this _____ day of _____, 20__.


Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

PART IX

GENERAL PROVISIONS & TECHNICAL SPECIFICATIONS

1. KENTUCKY DEPARTMENT OF HIGHWAYS – SPECIFICATIONS
2. ABBREVIATIONS & DEFINITIONS
3. SCOPE
4. CONTRACTOR'S FACILITIES
5. CONTRACTOR'S FIELD OFFICE
6. UTILITIES
7. TESTING
8. INSTALLATION REQUIREMENTS
9. PROOF OF COMPLIANCE
10. DUST CONTROL
11. REPAIR OF DAMAGE
12. PROJECT EXTENT
13. WORKING HOURS
14. GUARANTEE
15. PROPERTY CONSIDERATION
16. BLASTING
17. HAZARDOUS MATERIAL - GAS LINES
18. DIVERSION OF STORM WATER
19. SEWER SERVICE MAINTENANCE
20. PROJECT SIGNS
21. DRAWINGS AND INFORMATION TO BE FURNISHED BY THE CONTRACTOR
22. TECHNICAL SPECIFICATIONS

PART IX

GENERAL PROVISIONS

1 KENTUCKY DEPARTMENT OF HIGHWAYS - SPECIFICATIONS

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* and all current revisions.

With regard to the incorporation *Standard Specifications of KDOH* into these Technical Specifications, the following should be noted:

- Unless either the content implicitly or the Plans and Contract Documents and Specifications explicitly indicate otherwise, all KDOH references to "the Department" should be construed as being references to the Lexington-Fayette Urban County Government (LFUCG).
- Any discrepancy between the *Standard Specifications of KDOH* and the express intentions of Lexington-Fayette Urban County Government (i.e., Plans, Contract Documents and Specifications, and Lexington-Fayette Urban County Government Standard Drawings) shall be resolved in favor of the latter. (An example of one of the more common types of discrepancy is that which sometimes occurs with regard to the measurement of and payment for Work items.)

2 ABBREVIATIONS & DEFINITIONS

Abbreviations of standards, codes, and publications used within these Specifications are as follows:

ASTM	American Society of Testing and Materials
ANSI	American National Standard Institute
KDOH	Kentucky Department of Highways, "Standard Specifications for Road and Bridge Construction", Current Edition
OWNER	Lexington-Fayette Urban County Government
ENGINEER	H.W. Lochner, Inc.

3 SCOPE

It is the intent that the CONTRACTOR, in accordance with the Plans, Contract Documents and Specifications, and other mutually acknowledged informational materials shall perform everything required to be performed and to furnish a complete, fully operating Work, and shall provide and furnish all labor, materials, necessary tools, expendable and non-expendable equipment and all transportation services required for the entire, proper, substantial completion of the Work, the cost of all of which shall be included in his bid.

The CONTRACTOR shall make all requisite excavations and foundation preparation for constructing the proposed bridge structures. The CONTRACTOR shall, where required, excavate and prepare subgrade for pavement widening and replacement. The CONTRACTOR shall provide all signs, lighting, barricades, flagmen and watchmen, and make provisions necessary to protect and maintain buildings, fences, trees, shrubs, poles, existing utility fixtures, watercourses, surface drains, or other structures in, on, across, or adjacent to the Work and repair all damage done to them where and as required. The CONTRACTOR shall perform all backfilling, restore paved surfaces, etc., damaged or disturbed and clear away all rubbish and surplus materials. The CONTRACTOR shall put in complete and acceptable working order the items covered by the Contract.

This Specification sets forth several items of Work or conditions which are required as integral parts of the successful completion of the Project. All items discussed herein under General Provisions are considered incidental to the overall accomplishment of the Project and no separate payment shall be made therefore unless otherwise noted elsewhere in these specifications.

4 CONTRACTOR'S FACILITIES

A.4.1 Sanitary Facilities: The CONTRACTOR shall provide and maintain all necessary sanitary facilities at the site, in accordance with all applicable regulations, and shall properly remove same at completion of the Project.

A.4.2 Utilities: The obtaining of all utilities which may be required for construction shall be the responsibility of the CONTRACTOR.

5 CONTRACTOR'S FIELD OFFICE

A CONTRACTOR'S Field Office is not required for this project.

6 UTILITIES

The CONTRACTOR is to notify all utility companies prior to beginning construction operations.

It shall be the CONTRACTOR'S responsibility to locate all utilities, make appropriate arrangements regarding relocation, maintain utility service throughout the construction period, and make final relocations at the completion of the Work. The CONTRACTOR shall be responsible for any injury or damage to the existing utilities due to his operations whether shown or not shown in the plans. Where utilities are shown or indicated on the plans, the information given is in accordance with the best information in possession of the OWNER but is approximate only. The data is not warranted to be either complete or correct, and the CONTRACTOR shall assume all risks resulting from the conditions arising from the approximations shown.

The CONTRACTOR shall confer with the utility companies to inform them of the proposed construction schedule, verify the location and elevation of existing utilities and arrange for the relocation and adjustment of any facilities to avoid interference with the proposed construction. All such activities are to be performed under the direction of and with the approval of the ENGINEER.

When the various utility owners find it necessary to make adjustments to their lines where the CONTRACTOR is presently working, the CONTRACTOR is to move his operations to another area of Work so as not to interfere in any way with the utility company's Work.

Any utilities covered up or lost by the construction operations of the CONTRACTOR shall be uncovered and found by the CONTRACTOR and the new construction repaired and/or replaced as directed by the ENGINEER. No additional compensation will be allowed for such Work nor shall any additional payment be allowed for the relocation and adjusting of any utility but shall be considered Incidentals to other Work.

The CONTRACTOR shall make a concerted effort to prevent any disruption of utility services, and if an unintended disruption occurs, the CONTRACTOR shall immediately and safely restore service. If disruption of any of the utility services covered in this section is unavoidable, it will be the responsibility of the CONTRACTOR to notify affected property owners. The CONTRACTOR shall also make every effort to restore said services before quitting Work for the day. In the event this cannot be done, the CONTRACTOR shall provide temporary service to the property owners until permanent service can be restored.

7 TESTING

From time to time during the progress of the Work, the ENGINEER may require that testing be performed to determine the materials provided meet the specified requirements. The Lexington-Fayette Urban County Government will select a testing laboratory to perform the testing services. The cost of such services shall be the responsibility of the OWNER. If testing reveals defective materials or Work, the cost of said testing will become the responsibility of the CONTRACTOR.

7.1 Codes and Standards: Testing, when required, will be in accordance with all pertinent codes and regulations and with selected standards of the American Society for Testing and Materials.

7.2 Cooperation with the Testing Laboratory: Representatives of the testing laboratory shall have ready access to the Work at all times. The CONTRACTOR shall provide facilities for such access in order that the laboratory may properly perform its functions.

8 INSTALLATION REQUIREMENTS

Manufactured articles, materials and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned as suggested by the respective manufacturers, unless otherwise specified herein or directed by the ENGINEER.

9 PROOF OF COMPLIANCE

Whenever the Contract Documents require that a product be in accordance with Federal Specifications, ASTM Designations, ANSI Specifications, or other associations' standards, the CONTRACTOR shall present a certification from the manufacturer that the product complies therewith. When requested or specified, the CONTRACTOR shall submit supporting test data to substantiate compliance.

10 DUST CONTROL

The CONTRACTOR shall be responsible for minimizing the generation of dust resulting from his operations at all times. The CONTRACTOR shall be required to maintain all excavations, embankments, stockpiles, roads, permanent access roads, plant sites, waste areas, and all other Work areas within or without the project boundaries free from dust which would cause a hazard or nuisance to others. Approved temporary methods of stabilization consisting of sprinkling, chemical treatment, light bituminous treatment, or similar methods will be permitted to control dust. Dust control shall be performed as the Work proceeds, and whenever a dust nuisance or hazard occurs.

11 REPAIR OF DAMAGE

Any damage done to structures, fills, roadways, or other areas shall be repaired at the CONTRACTOR'S expense before final payment is made.

12 PROJECT EXTENT

The CONTRACTOR shall be responsible for satisfying himself as to the construction limits for the Project. The CONTRACTOR shall not establish Work, storage, or staging area outside the Project limits, unless otherwise directed or approved by the ENGINEER.

13 WORKING HOURS

All Work on this Project shall be restricted to daylight hours, but may be further restricted by the ENGINEER if required; except emergency Work, such as any necessary pumping, which may require 24-hour operation. If the CONTRACTOR elects to Work beyond the normal work week, he shall notify the ENGINEER of his intent as far in advance as possible. Grimes Mill Road may be closed to through traffic during the course of the project within the limits of construction.

14 GUARANTEE

The CONTRACTOR shall assume responsibility for all workmanship and materials for a period of one year from final payment. Any Work found to be defective due to failure to comply with the provision and intent of the Contract Documents, Specifications, and Plans shall be replaced at the CONTRACTOR'S expense.

15 PROPERTY CONSIDERATION

Materials having a salvage value shall remain the property of the OWNER. Salvageable material rejected by the OWNER shall become the responsibility of the CONTRACTOR to dispose of in a proper manner subject to the approval of the ENGINEER.

16 BLASTING

Blasting shall not be allowed on this project.

17 HAZARDOUS MATERIAL - GAS LINES

The CONTRACTOR is advised to exercise caution in his operations on this project, regardless of whether the plans indicate or do not indicate the presence of any gas or hazardous materials carrying lines.

18 DIVERSION OF STORM WATER

Appropriate measures must be taken to sandbag the necessary manholes and to pump drainage around the area under construction. The CONTRACTOR is responsible for developing a plan to divert storm drainage around the construction area with the approval from the ENGINEER. Materials, labor, and all incidentals necessary to accomplish this diversion of storm drainage will be considered incidental to the contract.

19 SEWER SERVICE MAINTENANCE

This Work shall consist of maintaining existing sanitary sewer service to residents in the area during construction. Sewage is to be maintained by whatever means necessary. No surcharge of manholes will be allowed.

No separate payment will be made for Sewer Service Maintenance. Sewer Service Maintenance shall include all materials, equipment and labor necessary to maintain sewer service to residents during construction.

20 PROJECT SIGNS

Prior to construction, Project Signs shall be installed in accordance with the Standard Drawings. The exact location shall be established prior to the beginning of the work and shall remain visible during the entire length of the Project. After all Work is complete and prior to final inspection, the signs shall be removed and disposed of properly. The cost and installation of the Project Signs is incidental to the Project.

21 DRAWINGS AND INFORMATION TO BE FURNISHED BY THE CONTRACTOR

- A. The CONTRACTOR shall furnish six (6) sets of shop drawings and descriptive literature for all manufactured or fabricated items. Performance curves and detailed information on materials shall be provided when requested by the ENGINEER. Additional information,

such as special drawings, schedules, calculations, and curves, shall be provided when specifically required in the Technical Specifications.

- B. The term shop drawings shall mean drawings, prints, descriptive literature, test reports, samples, calculations, schedules, material list and information, and items of similar meaning. No material shall be fabricated or shipped unless the applicable drawings have been reviewed by the ENGINEER.
- C. Prior to submitting shop drawings to the ENGINEER, the CONTRACTOR shall review and check drawings and submittals. He shall indicate his review by his initials and date, and shall also reference each of the applicable items, section, or division of the specification. If the drawings or submittals deviate from the reasons therefore.
- D. Review by the ENGINEER of shop drawings or submittals of material shall not relieve the CONTRACTOR from the responsibility of furnishing same of proper dimension, size, quality, materials, and all performance characteristics to efficiently perform the requirements and intent of the drawings. Review shall not relieve the CONTRACTOR from responsibility for errors of any kind on the shop drawings. Review is intended only to assure conformance given in the drawings.
- E. Review of shop drawings shall not be construed as releasing the CONTRACTOR from the responsibility of complying with specifications.

22 TECHNICAL SPECIFICATIONS

Technical specification continued on pages TS-8 through TS-76.

SECTION 01010 – SUMMARY OF WORK

Part 1 – General

1.01 Work Included

- A. Installation/construction of roadway and bridge at the Fayette-Clark Counties line.
- B. The Contractor shall provide all materials, labor and equipment necessary for completion of the project. The Contract Documents are intended to provide the basis for proper completion of the work suitable for the intended use of the Owner. Anything not expressly set forth but which is reasonably implied or necessary for proper performance of the project shall be included.
- C. Continuous Operations: The Contractor is responsible for payment of all fines resulting from any action or inaction on his part or the part of his subcontractors during performance of the work that causes existing utility facility/facilities to operate in an illegal manner or fail to operate in a legal manner.

1.02 PERMITS

The Contractor shall obtain any permits related to or required by, the work in this contract.

1.03 CODES

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

1.04 EXISTING CONDITIONS AND DIMENSIONS

- A. The Work in this contract will primarily be performed in or around existing facilities of which a portion must remain functional. The Contractor must maintain the required items and/or systems functional without additional effort by the Owner’s personnel and at no extra costs to the Owner.
- B. The Contractor is responsible for verifying all existing conditions, elevations, dimensions, etc., and providing his finished work to facilitate existing conditions.

END OF SECTION 01010

SECTION 01025 – MEASUREMENT AND PAYMENT

PART 1 – GENERAL

1.01 WORK INCLUDED

The Contractor shall furnish all necessary labor, machinery, tools, apparatus, equipment, materials, services and other necessary supplies and perform all work shown on the Drawings and /or described in the Specifications and Contract Documents at the unit or lump sum prices for the items enumerated in Part 2 of this Section.

1.02 Computation of Quantities

- A. For estimating quantities in which the computation of area by geometric methods would be comparatively laborious, it is agree that the planimeter shall be considered an instrument of precision adapted to the measurement of such areas.
- B. It is further agreed that the computation of the volume of prisms shall be by the method of average end area.

PART 2 – PRODUCTS

2.01 MOBILIZATION

Payment for the Contractor's mobilization will be made at the Contract lump sum price and shall include all cost incurred for moving equipment onto the Project area and any pertinent cost related thereto.

2.02 DEMOBILIZATION

Payment for the Contractor's demobilization will be made at the Contract lump sum price and shall include all cost incurred for moving equipment from the Project area and any pertinent cost related thereto.

2.03 INSTALL PROJECT IDENTIFICATION SIGNS

Payment for install of project identification sign shall be made at the contract unit price per square foot, constructed in accordance with LFUCG Standard Drawings which shall include all labor, materials, equipment and all other appurtenances required as shown on the drawings.

2.04 REMOVE STRUCTURE

Payment for remove structure shall be made at the contract unit per lump sum, which shall include all labor, materials, and equipment required to furnish and place as described in Section 203 of the Kentucky Transportation Cabinet Standard Specifications for Road and Bridge Construction, 2008.

2.05 BARRICADE – TYPE III AND WARNING SIGNS

Payment for type III barricade and warning signs are incidental to payment for mobilization and shall include all labor, materials, and equipment required to furnish and place as described in Section 112 of the Kentucky Transportation Cabinet Standard Specifications for Road and Bridge Construction, 2008.

2.06 CLASS 2 ASPHALT SURFACE 0.38B PG 64-22

Payment for class 2 asphalt surface 0.38B PG 64-22 shall be made at the contract unit price per ton, which shall include all labor, materials, equipment and all other appurtenances as shown on the Drawings and as described in the Kentucky Transportation Cabinet Standard Specifications for Road and Bridge Construction, 2008.

2.07 CLASS 2 ASPHALT BASE 0.75D PG 64-22

Payment for class 2 asphalt base 0.75 PG 64-22 shall be made at the contract unit price per ton, which shall include all labor, materials, equipment and all other appurtenances as shown on the Drawings and as described in the Kentucky Transportation Cabinet Standard Specifications for Road and Bridge Construction, 2008.

2.08 DENSE GRADED AGGREGATE BASE

Payment for dense graded aggregate base shall be made at the contract unit price per ton, which shall include all labor, materials, equipment and all other appurtenances as shown on the Drawings and as described under Section 302 of the Kentucky Transportation Cabinet Standard Specifications for Road and Bridge Construction, 2008.

2.09 CHANNEL LINNING, CLASS II

Payment for class II channel lining shall be made at the contract unit price per ton, which shall include all labor, materials, equipment and all other appurtenances as shown on the Drawings and as described under Section 805 of the Kentucky Transportation Cabinet Standard Specifications for Road and Bridge Construction, 2008.

CYCLOPEAN STONE RIP RAP AND /OR CHANNEL LINNING, CLASS III

Payment for cyclopean stone rip rap and/or class III channel lining shall be made at the contract unit price per ton, which shall include all labor, materials, equipment and all other appurtenances as shown on the Drawings and as described under Section 805 of the Kentucky Transportation Cabinet Standard Specifications for Road and Bridge Construction, 2008.

2.10 STONE FOR GABIONS

Payment for stone for gabions shall be made at the contract unit price per ton, which shall include all labor, materials, equipment and all other appurtenances as shown on the Drawings and as described under Section 805 of the Kentucky Transportation Cabinet Standard Specifications for Road and Bridge Construction, 2008.

2.11 STRUCTURAL GRANULAR BACKFILL

Payment for structural granular backfill shall be made at the contract unit price per ton, which shall include all labor, materials, equipment and all other appurtenances as shown on the Drawings and as described under Section 805 of the Kentucky Transportation Cabinet Standard Specifications for Road and Bridge Construction, 2008.

2.12 STEEL REINFORCEMENT

Payment for steel reinforcement shall be made at the contract unit price per pound, which shall include all labor, materials, equipment and all other appurtenances as shown on the Drawings and as described under Section 811 of the Kentucky Transportation Cabinet Standard Specifications for Road and Bridge Construction, 2008.

2.13 STEEL REINFORCEMENT, EPOXY COATED

Payment for epoxy coated steel reinforcement shall be made at the contract unit price per pound, which shall include all labor, materials, equipment and all other appurtenances as shown on the Drawings and as described under Section 811 of the Kentucky Transportation Cabinet Standard Specifications for Road and Bridge Construction, 2008.

2.14 STRUCTURAL STEEL

Payment for structural steel shall be made at the contract unit price per pound, which shall include all labor, materials, equipment and all other appurtenances as shown on the Drawings and as described under Section 812 of the Kentucky Transportation Cabinet Standard Specifications for Road and Bridge Construction, 2008.

CONCRETE CLASS "A"

Payment for class concrete class "A" shall be made at the contract unit price per cubic yard, which shall include all labor, materials, equipment and all other appurtenances as shown on the Drawings and as described under Section 601 of the Kentucky Transportation Cabinet Standard Specifications for Road and Bridge Construction, 2008.

2.15 CONCRETE CLASS "AA"

Payment for class concrete class "AA" shall be made at the contract unit price per cubic yard, which shall include all labor, materials, equipment and all other appurtenances as shown on the Drawings and as described under Section 601 of the Kentucky Transportation Cabinet Standard Specifications for Road and Bridge Construction, 2008.

2.16 ARMORED EDGE FOR CONCRETE

Payment for armored edge for concrete shall be made at the contract unit price linear foot, which shall include all labor, materials, equipment and all other appurtenances as shown on the Drawings and as shown on the Kentucky Transportation Cabinet Standard Drawing No: BJE-001-11, dated 11-21-2007.

2.17 CLEAN AND PAINT STRUCTURAL STEEL

Payment for cleaning and painting structural steel shall be made at the contract lump sum price, which shall include all labor, materials, equipment and all other appurtenances as shown on the Drawings and as described under Section 614 and 821 of the Kentucky Transportation Cabinet Standard Specifications for Road and Bridge Construction, 2008.

2.18 MASONRY COATING

Payment for masonry coating shall be made at the contract unit price per square yard, which shall include all labor, materials, equipment and all other appurtenances as shown on the Drawings and as described under Section 601 and 828 of the Kentucky Transportation Cabinet Standard Specifications for Road and Bridge Construction, 2008.

2.19 PRECAST PC BOX BEAM – TYPE SB 17

Payment for a precast pc box beam will be made at the contract unit price per linear foot, which shall include all labor, materials, and equipment and all appurtenances as shown on the Drawings and as described under Section 605 of the Kentucky Transportation Cabinet Standard Specifications for Road and Bridge Construction, 2008.

2.20 HANDRAIL METAL

Payment for handrail metal shall be made at the contract unit price per linear foot, which shall include all labor, materials, equipment and all other appurtenances as shown on the Drawings and as described under Section 720 and 813 of the Kentucky Transportation Cabinet Standard Specifications for Road and Bridge Construction, 2008.

2.21 GUARDRAIL – STEEL W BEAM – S FACE

Payment for guardrail, Steel W beam, single face shall be made at the contract unit price per linear foot, which shall include all labor, materials, equipment and all other appurtenances as shown on the Drawings and as described under Section 719 and 814 of the Kentucky Transportation Cabinet Standard Specifications for Road and Bridge Construction, 2008.

2.22 GUARDRAIL TERMINAL SECTION NO. 1

Payment for guardrail terminal section no. 1 shall be made at the contract unit price per each, which shall include all labor, materials, equipment and all other appurtenances as shown on the Drawings and as described under Section 719 and 814 of the Kentucky Transportation Cabinet Standard Specifications for Road and Bridge Construction, 2008.

2.23 GUARDRAIL TERMINAL SECTION NO. 2

Payment for guardrail terminal section no. 2 shall be made at the contract unit price per each, which shall include all labor, materials, equipment and all other appurtenances as shown on the Drawings and as described under Section 719 and 814 of the Kentucky Transportation Cabinet Standard Specifications for Road and Bridge Construction, 2008.

2.24 EDGE KEY

Payment for edge key shall be made at the contract unit price per linear foot, which shall include all labor, materials, equipment and all other appurtenances as shown on the Drawings and as described under Section 408 of the Kentucky Transportation Cabinet Standard Specifications for Road and Bridge Construction, 2008.

2.25 TEMPORARY MULCH

Payment for temporary mulch shall be made at the contract unit price per square yard, which shall include all labor, materials, equipment and all other appurtenances as shown on the Drawings and as described under Section 213 of the Kentucky Transportation Cabinet Standard Specifications for Road and Bridge Construction, 2008.

2.26 SILT TRAP "A"; SILT TRAP "B"; SILT TRAP "C"

Payment for silt trap "A", silt trap "B", and silt trap "C" shall be made at the contract unit price per each, which shall include all labor, materials, equipment and all other appurtenances as shown on the Drawings and as described under Section 213 of the Kentucky Transportation Cabinet Standard Specifications for Road and Bridge Construction, 2008.

2.27 CLEAN SILT TRAP "A"; SILT TRAP "B"; SILT TRAP "C"

Payment for cleaning silt trap "A", silt trap "B", and silt trap "C" shall be made at the contract unit price per each, which shall include all labor, materials, equipment and all other appurtenances as shown on the Drawings and as described under Section 213 of the Kentucky Transportation Cabinet Standard Specifications for Road and Bridge Construction, 2008.

2.28 TEMPORARY SILT FENCE

Payment for temporary silt fence shall be made at the contract unit price per linear foot, which shall include all labor, materials, equipment and all other appurtenances as shown on the Drawings and as described under Section 213 of the Kentucky Transportation Cabinet Standard Specifications for Road and Bridge Construction, 2008.

2.29 CLEAN TEMPORARY SILT FENCE

Payment for clean temporary silt fence shall be made at the contract unit price per linear foot, which shall include all labor, materials, equipment and all other appurtenances as shown on the Drawings and as described under Section 213 of the Kentucky Transportation Cabinet Standard Specifications for Road and Bridge Construction, 2008.

2.30 TEMPORARY DITCH

Payment for temporary ditch shall be made at the contract unit price per linear foot, which shall include all labor, materials, equipment and all other appurtenances as shown on the Drawings and as described under Section 213 of the Kentucky Transportation Cabinet Standard Specifications for Road and Bridge Construction, 2008.

2.31 EROSION CONTROL BLANKET

Payment for erosion control blanket shall be made at the contract unit price per square yard, which shall include all labor, materials, equipment and all other appurtenances as shown on the Drawings and as described under Section 212 and 827 of the Kentucky Transportation Cabinet Standard Specifications for Road and Bridge Construction, 2008.

2.32 SEEDING AND PROTECTION

Payment for seeding and protection shall be made at the contract unit price per square yard, which shall include all labor, materials, equipment and all other appurtenances as shown on the Drawings and as described under Section 212 of the Kentucky Transportation Cabinet Standard Specifications for Road and Bridge Construction, 2008.

2.33 TOP DRESSING FERTILIZER

Payment for top dressing fertilizer shall be made at the contract unit price per ton, which shall include all labor, materials, equipment and all other appurtenances as shown on the Drawings and as described under Section 212 of the Kentucky Transportation Cabinet Standard Specifications for Road and Bridge Construction, 2008.

2.34 TEMPORARY SEEDING AND PROTECTION

Payment for temporary seeding and protection shall be made at the contract unit price per square yard, which shall include all labor, materials, equipment and all other appurtenances as shown on the Drawings and as described under Section 213 of the Kentucky Transportation Cabinet Standard Specifications for Road and Bridge Construction, 2008.

2.35 GABION, DEFLECTOR

Payment for gabion deflector shall be made at the contract unit price per each unit (3ft. X 3ft.), which shall include all labor, materials, equipment and all other appurtenances as shown on the Drawings and as described under Section 213 and 813 of the Kentucky Transportation Cabinet Standard Specifications for Road and Bridge Construction, 2008.

2.36 GEOTEXTILE FABRIC, TYPE IV

Payment for geotextile fabric, type IV shall be made at the contract unit price per square yard, which shall include all labor, materials, equipment and all other appurtenances as shown on the Drawings and as described under Section 214 and 843 of the Kentucky Transportation Cabinet Standard Specifications for Road and Bridge Construction, 2008.

Part 3 – EXCECUTION

3.01 PAY ITEMS

- a. The pay items listed hereinbefore refer to the items listed in the Bid Schedule and cover all of the pay items for this contract.

END OF SECTION 1025

SECTION 01120 - ENVIRONMENTAL PROTECTION

PART 1 - GENERAL

1.01 SCOPE

For the purpose of this Specification, environmental protection is defined as the retention of the environment in Project construction and to enhance the natural appearance in its final condition. Environmental protection requires consideration of air and land and involves noise as well as other pollutants. In order to prevent, and to provide for abatement and control of, any environmental pollution arising from the construction activities in the performance of this Contract, the Contractor and his subcontractors shall comply with all applicable federal, state and local laws and regulations concerning environmental pollution control and abatement. This Section covers the furnishings of all labor, materials, equipment and performing all work required for the protection of the environment during construction operations except for those measures set forth in other Sections of these specifications.

1.02 PROTECTION OF LAND RESOURCES

The land resources within the Project boundaries and outside the limits of work performed under this Contract shall be preserved in their present condition or be restored to a condition after completion of construction that will appear to be natural and not detract from the appearance of the project.

1.03 RECORDING AND PRESERVING HISTORICAL AND ARCHAEOLOGICAL FINDS

In the event archaeological materials (arrowheads, stone tools, stone axes, prehistoric and historic pottery, bottles, foundations, Civil War artifacts, and other types of artifacts) are uncovered during the construction of this project, work is to immediately cease at the location and the Kentucky Heritage Council shall be contacted. The telephone number is (502) 564-7005. Construction shall not commence at this location until a written release is received from the Kentucky Heritage Council. Failure to report a find could result in legal action.

1.04 PROTECTION OF LAND AREAS

Except for any work on storage areas and access routes specifically assigned for the use of the Contractor under this Contract, the land areas outside the limits of permanent work performed under this Contract shall be preserved in their present condition. Contractor shall confine his construction activities to areas defined for work on the plans or specifically assigned for his use. No other areas shall be used by the Contractor without written consent of the Owner.

1.05 PROTECTION OF TREES AND SHRUBS

Reasonable care shall be taken during construction to avoid damage to vegetation.

The Contractor shall not deface, injure or destroy trees or shrubs, nor remove or cut them without prior approval from the Owner. No ropes, cables, or guys shall be fastened to or attached to any existing nearby trees for anchorage.

1.06 TREE PROTECTIVE STRUCTURES

Where, in the opinion of the Engineer, trees may possibly be defaced, bruised, injured or otherwise damaged by the Contractor's equipment or by his other operations, he may direct the Contractor to provide temporary protection of such trees by placing boards, plans, or poles around them. Ornamental shrubbery and tree branches shall be temporarily tied back, where appropriate, to minimize damage.

1.07 RESTORATION OF DAMAGED TREES

Any tree scarred or damaged by the Contractor's equipment or operations shall be restored as nearly as possible to its original condition at the Contractor's expense. Trees which receive damage to branches shall be trimmed of those branches to improve the appearance of the tree. All scars made on trees shall be coated as soon as possible with an approved tree wound dressing.

Trees that are to remain, either within or outside established clearing limits, that are damaged by the Contractor so as to be beyond saving in the opinion of the Engineer, shall be immediately removed, if so directed, and replaced with a nursery-grown tree of the same species and size.

1.08 PROTECTION OF WATER RESOURCES

The Contractor shall control the disposal of fuels, oils, bitumens, calcium chloride, acids, or harmful materials, and shall comply with applicable Federal, State, County and Municipal laws concerning pollution of rivers and streams while performing work under this Contract. Special measures shall be taken to prevent chemicals, fuels, oils, greases, bituminous materials, herbicides and insecticides from entering public waters. Water used in on-site material processing, concrete curing, foundation and concrete cleanup, and other waste waters shall not be allowed to reenter a stream if an increase in the turbidity of the stream could result therefrom.

1.09 BURNING

Air pollution restrictions applicable to this project are as follows: Materials shall not be burned on the premises. If the Contractor elects to dispose of waste materials off the premises, by burning, he shall make his own arrangements for such burning area and shall, as specified in the General Conditions, conform to all applicable regulations.

1.10 DUST CONTROL

The Contractor shall maintain all excavations, stockpiles, access roads, waste areas, and all other work free from excess dust to such reasonable degree as to avoid causing a hazard or nuisance to others. Approved temporary methods consisting of sprinkling, chemical treatment, or similar methods will be permitted to control dust. Dust control shall be performed as the work proceeds and whenever a dust nuisance or hazard occurs.

1.11 EROSION CONTROL

Surface drainage from cuts and fills within the construction limits, whether or not completed, and from borrow and waste disposal areas, shall be graded to control erosion within acceptable limits. Temporary control measures shall be provided and maintained until permanent drainage facilities are completed and operative. The area of bare soil exposed at any one time by construction operations, should be held to a minimum.

1.12 CORRECTIVE ACTION

The Contractor shall, upon receipt of a notice in writing of any noncompliance with the foregoing provisions, take immediate corrective action. If the Contractor fails or refuses to comply promptly, the Owner may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to any such stop orders shall be made the subject of a claim for extension of time or for excess costs of damages by the Contractor unless it was later determined that the Contractor was in compliance.

1.13 POST-CONSTRUCTION CLEANUP OR OBLITERATION

The Contractor shall, unless other wise instructed in writing by the Engineer, obliterate all signs of temporary construction facilities such as haul roads, work areas, structures, foundations of temporary structures, stockpiles of excess or waste materials, and other vestiges of construction prior to final acceptance of the work. The disturbed areas shall be graded and filled and the entire area seeded.

END OF SECTION 01120

SECTION 01200 - PROJECT MEETINGS

PART 1 - GENERAL

1.01 PRECONSTRUCTION CONFERENCES

- A. Prior to commencing the work, a preconstruction conference will be held at the job site and representatives of the following organizations shall have at least one representative in attendance:
1. Owner.
 2. Engineer.
 3. Contractor.
 4. Major subcontractors as the Contractor may direct, or the Engineer may require upon sufficient notice.
 5. Representatives of the appropriate state and federal agencies as they may choose to attend.
- B. The preconstruction conference will be for the purpose of reviewing procedures to be followed concerning the orderly flow of required paperwork; coordination of the various parties involved with the project, review of Shop Drawing submittals, Contract time, liquidated damages, payment estimates, Change Orders, and other items of interest to the parties involved.

1.02 PROGRESS MEETINGS

With the express purpose of expediting construction and providing the opportunity for cooperation of affected parties, meetings shall be called which shall be attended by representatives of (a) Owner, (b) the Engineer, (c) the Contractor, (d) all Subcontractors. A location on or near the site will be designated where such meetings will be held. The frequency of meetings shall be at the discretion of the Engineer and Owner.

END OF SECTION 01200

SECTION 01300 - SUBMITTALS

PART 1 - GENERAL

1.01 WORK INCLUDED

Shop drawings, descriptive literature, project data and samples (when samples are specifically requested) for all manufactured or fabricated items shall be submitted by the Contractor to the Engineer for examination and review in the form and in the manner required by the Engineer. All submittals shall be furnished in at least three (3) copies to be retained by the Engineer and shall be checked and reviewed by the Contractor before submission to the Engineer. The review of the submittal by the Engineer shall not be construed as a complete check, but will indicate only that the general method of construction and detailing is satisfactory. Review of such submittal will not relieve the Contractor of the responsibility for any errors which may exist as the Contractor shall be responsible for the dimensions and design of adequate connections, details, and satisfactory construction of all work.

1.02 RELATED REQUIREMENTS

- A. General Conditions.
- B. Section 01720 - Project Record Documents

1.03 DEFINITIONS

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

1.04 CONTRACTOR'S ULTIMATE RESPONSIBILITY

Review by the Engineer of shop drawings or submittals of material and equipment shall not relieve the Contractor from the responsibilities of furnishing same of proper dimension, size, quantity, materials and all performance characteristics to efficiently perform the requirements and intent of the Contract Documents. Review shall not relieve the Contractor from responsibility for errors of any kind on the shop drawings. Review is intended only to assure conformance with the design concept of the Project and compliance with the information given in the Contract Documents. Review of shop drawings shall not be construed as releasing the Contractor from the responsibility of complying with the Specifications.

1.05 GENERAL REQUIREMENTS FOR SUBMITTALS

- A. Shop drawings shall be prepared by a qualified detailer. Details shall be identified by reference to sheet and detail numbers shown on Contract Documents. Where applicable, show fabrication, layout, setting and erection details. Shop drawings are defined as original drawings prepared by the Contractor, subcontractors, suppliers, or distributors performing work under this Contract. Shop drawings illustrate some portion of the work and show fabrication, layout, setting or erection details of equipment, materials and components. The Contractor shall, except as otherwise noted, have prepared the number of reviewed copies required for his distribution plus three (3) which will be retained by the Engineer and Owner. Shop drawings shall be folded to an approximate size of 8-1/2 inch x 11 inch and in such manner that the title block will be located in the lower right hand corner of the exposed surface.
- B. Project data shall include manufacturer's standard schematic drawings modified to delete information which is not applicable to the Project, and shall be supplemented to provide additional information applicable to the Project. Each copy of descriptive literature shall be clearly marked to identify pertinent information as it applies to the Project.
- C. Where samples are required, they shall be adequate to illustrate materials, equipment or workmanship, and to establish standards by which completed work is judged. Provide sufficient size and quantity to clearly illustrate functional characteristics of product and material, with integrally related parts and attachment devices, along with a full range of color samples.
- D. All submittals shall be referenced to the applicable item, section and division of the Specifications, and to the applicable Drawing(s) or Drawing schedule(s) and shall be accompanied by transmittal forms in the format provided by the Engineer.
- E. The Contractor shall review and check submittals, and indicate his review by initials and date.
- F. If the submittals deviate from the Contract Drawings and/or Specifications, the Contractor shall advise the Engineer, in letter of transmittal of the deviation and the reasons therefore. All changes shall be clearly marked on the submittal with a bold mark other than red. Any additional costs for modifications shall be borne by the Contractor.
- G. In the event the Engineer does not specifically reject the use of material or equipment at variance to that which is shown on the Drawings or specified, the Contractor shall, at no additional expense to the Owner, and using methods reviewed by the Engineer, make any changes to structures, piping, controls, electrical work, mechanical work, etc., that may be necessary to accommodate this equipment or material. Should equipment other than that on which design drawings are based be accepted by the Engineer, shop drawings shall be submitted detailing all modification work and equipment changes made necessary by the substituted item.

- II. Additional information on particular items, such as special drawings, schedules, calculations, performance curves, and material details, shall be provided when specifically requested in the technical Specifications.
- I. Submittals for all electrically operated items (including instrumentation and controls) shall include complete wiring diagrams showing lead, runs, number of wires, wire size, color coding, all terminations and connections, and coordination with related equipment.
- J. Equipment shop drawings shall indicate all factory or shop paint coatings applied by suppliers, manufacturers and fabricators; the Contractor shall be responsible for insuring the compatibility of such coatings with the field-applied paint products and systems.
- K. Fastener specifications of manufacturer shall be indicated on equipment shop drawings.
- L. Where manufacturer's brand names are given in the Specifications for building and construction materials and products, such as grout, bonding compounds, curing compounds, masonry cleaners, waterproofing solutions and similar products... the Contractor shall submit names and descriptive literature of such materials and products he proposes to use in this Contract.
- M. No material shall be fabricated or shipped unless the applicable drawings or submittals have been reviewed by the Engineer and returned to the Contractor.
- N. All bulletins, brochures, instructions, parts lists, and warranties packaged with and accompanying materials and products delivered to and installed in the Project shall be saved and transmitted to the Owner through the Engineer.

1.06 CONTRACTOR RESPONSIBILITIES

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

END OF SECTION 01300

SECTION 01400 - QUALITY CONTROL

PART 1 - GENERAL

1.01 WORK INCLUDED

- A. Work of all crafts and trades shall be laid out to lines and elevations as established by the Contractor from the Drawings or from instructions by the Engineer.
- B. Unless otherwise shown, all work shall be plumb and level, in straight lines and true planes, parallel or square to the established lines and levels. The Work shall be accurately measured and fitted to tolerance as established by the best practices of the crafts and trades involved, and shall be as required to fit all parts of the Work carefully and neatly together.
- C. All equipment, materials and articles incorporated into the Work shall be new and of comparable quality to that specified. All workmanship shall be first-class and shall be performed by mechanics skilled at, and regularly employed in, their respective trades.
- D. The Contractor shall determine that the equipment he proposes to furnish can be brought into the facility and installed in the space available. Equipment shall be installed so that all parts are readily accessible for inspection and maintenance.

1.02 WORKMANSHIP

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

1.03 MANUFACTURERS' INSTRUCTIONS

Comply with manufacturers' instructions in full detail as to shipping, handling, storing, installing, start-up and operation.

1.04 TESTING SERVICES

- A. Tests, inspections and certifications of materials, of equipment, of subcontractors' work, or of completed work shall be provided by the Contractor, as required by the various sections of the Specifications, and all costs for such tests, inspections and certifications shall be included in the Contract Price.
- B. The Contractor shall submit the name of testing laboratory proposed for use on the Project to the Owner, for approval.
- C. The Contractor shall deliver written notice to the Engineer at least two (2) work days in advance of any inspections or tests to be made at the Project site. All inspections or tests to be conducted in the field shall be done in the presence of the Owner or his

representative.

- D. Certifications by independent testing laboratories may be by properly attested copies of the data including scientific procedures and results of tests.
- E. Contractor shall schedule and provide site visit services by the same firm which provided geotechnical investigations utilized in the structural design of the foundations for the project. Said visits shall be for the sole purpose of confirming that the conditions described in the geotechnical report are present over the foundation areas extending beyond the investigational borings. The actual costs of providing the described services are included in the bid as a "cash allowance." The Engineer or his representative may waive site visits which are intended to evaluate subgrade conditions which, in the Engineer's opinion, are substantially identical to adjacent conditions which have been exposed and evaluated.

END OF SECTION 01400

SECTION 01530 - BARRIERS

PART 1 - GENERAL

1.01 WORK INCLUDED

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

END OF SECTION 01530

SECTION 01535 - PROTECTION OF INSTALLED WORK

PART 1 - GENERAL

1.01 WORK INCLUDED

Protection for products, including Owner-provided products, after installation.

1.02 RELATED REQUIREMENTS

Division 1 - General Requirements.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.01 PROTECTION AFTER INSTALLATION

- A. Protect installed products and control traffic in immediate area to prevent damage from subsequent operations.

END OF SECTION 01535

SECTION 01540 – SECURITY

PART 1 – GENERAL

1.01 WORK INCLUDED

- A. The Project area has to remain safely accessible to Owner's personnel; however, the Contractor will provide any non-interfering security he deems necessary to protect his work, equipment, etc.
- B. Provide an adequate system to secure the Project area at all times, especially during non-construction periods; the Contractor shall be solely responsible for taking proper security measures.
- C. For security and safety purposes, cranes, vehicles and other equipment left on-site by the Contractor shall be locked at the end of each working day.

1.02 COSTS

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

END OF SECTION 01540

SECTION 01563 - DUST CONTROL

PART 1 - GENERAL

1.01 REQUIREMENTS INCLUDED

Dust control.

1.02 RELATED REQUIREMENTS

Section 01565 - Erosion and Sediment Control.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.01 DUST CONTROL

- A. Execute work by methods to minimize raising dust from construction operations.
- B. Provide positive means to minimize construction or traffic generated dust from dispersing into atmosphere.
- C. Provide spraying of construction traffic areas with water to hold dust leaving the construction site to the minimum amounts allowed by regulations.

END OF SECTION 01563

SECTION 01565 - EROSION AND SEDIMENT CONTROL

PART 1 - GENERAL

1.01 WORK INCLUDED

- A. The Contractor shall do all Work and take all measures necessary to control soil erosion resulting from construction operations, shall prevent the flow of sediment from the construction site, and shall contain construction materials (including excavation and backfill) within his protected working area so as to prevent damage to the adjacent wetlands or water courses.
- B. The Contractor shall not employ any construction method that violates a rule, regulation, guideline or procedure established by Federal, State or local agencies having jurisdiction over the environmental effects of construction.
- C. Pollutants such as chemicals, fuels, lubricants, bitumen, raw sewage and other harmful waste shall not be discharged into or alongside of any body of water or into natural or man-made channels leading thereto.

PART 2 - PRODUCTS

2.01 MATERIALS

Silt checks shall be constructed of No. 1 coarse aggregate as defined by the Kentucky Transportation Cabinet. Filter fabric for sediment traps shall be of suitable materials, acceptable to the Engineer. Bales may be hay or straw, and shall be reasonably clean and free of noxious weeds and deleterious materials.

PART 3 - EXECUTION

3.01 METHODS OF CONSTRUCTION

- A. The Contractor shall use any of the acceptable methods necessary to control soil erosion and prevent the flow of sediment to the maximum extent possible. These methods shall include, but not be limited to, the use of silt fences, hay bales, water diversion structures, temporary re-vegetation, diversion ditches and settling basins.
- B. Construction operations shall be restricted to the areas of work indicated on the Drawings and to the area which must be entered for the construction of temporary or permanent facilities. The Engineer has the authority to limit the surface area of erodible earth material exposed by clearing and grubbing, excavation, borrow and fill operations and to direct the Contractor to provide immediate permanent or temporary pollution control measures to prevent contamination of the wetlands and adjacent watercourses. Such work may involve the construction of temporary berms, dikes, dams, sediment basins, slope drains, and use of temporary mulches, mats, or other control devices or methods as necessary to control

erosion.

- C. Excavated soil material shall not be placed adjacent to the wetlands or watercourses in a manner that will cause it to be washed away by high water or runoff. Earth berms or diversions shall be constructed to intercept and divert runoff water away from critical areas. Diversion outlets shall be stable or shall be stabilized by means acceptable to the Engineer. If for any reason construction materials are washed away during the course of construction, the Contractor shall remove those materials from the fouled areas as directed by the Engineer.
- D. For Work within easements or rights-of-way, all materials used in construction such as excavation, backfill, roadway, and pipe bedding and equipment shall be kept within the limits of these easements or rights-of-way.
- E. The Contractor shall not pump silt-laden water from trenches or other excavation into the wetlands, or adjacent watercourses. Instead, silt-laden water from his excavations shall be discharged within areas surrounded by baled hay or into sediment traps or ensure that only sediment-free water is returned to the watercourses. Damage to vegetation by excessive watering or silt accumulation in the discharge area shall be avoided.
- F. Prohibited construction procedures include, but are not limited to the following:
 - 1. Dumping of spoil material into any streams, wetlands, surface waters, or unspecified locations.
 - 2. Indiscriminate, arbitrary, or capricious operation of equipment in wetlands or surface waters.
 - 3. Pumping of silt-laden water from trenches or excavations into surface waters, or wetlands.
 - 4. Damaging vegetation adjacent to or outside of the construction area limits.
 - 5. Disposal of trees, brush, debris, paints, chemicals, asphalt products, concrete curing compounds, fuels, lubricants, insecticides, washwater from concrete trucks or hydro seeders, or any other pollutant in wetlands, surface waters, or unspecified locations.
 - 6. Permanent or unauthorized alteration of the flow line of any stream.
 - 7. Open burning of debris from the construction work.
- G. Any temporary working roadways required shall be clean fill approved by the Engineer. In the event fill is used, the Contractor shall take every precaution to prevent the fill from mixing with native materials of the site. All such foreign fill materials shall be removed from the site following construction.

3.02 EROSION CHECKS

- A. The Contractor shall furnish and install baled hay or straw erosion checks surrounding the base of all deposits of stored excavated material outside of the disturbed area, and where indicated by the Engineer. Checks located surrounding stored material shall be located approximately 6 feet from that material. Bales shall be held in place with two 2 inch by 2

inch by 3 feet wooden stakes. Each bale shall be butted tightly against the adjoining bale to preclude short circuiting of the erosion check.

B. The Contractor shall remove silt and sediment from the site as it accumulates at erosion checks and repair damaged checks during construction.

3.03 The Contractor shall remove all erosion control materials from the site as soon as potential for erosion has been eliminated and when approved by the Engineer. Reseed area where hay bales or silt has been removed.

LFUCG - EROSION AND SEDIMENT CONTROL REQUIREMENTS

1.1 SCOPE

In general, the section includes all of the sediment and erosion control items needed to satisfy the regulatory authorities and may include, but not be limited to the following:

1. Sign and obtain the Notice of Intent.
2. Prepare and maintain a Stormwater Pollution Prevention Plan (SWPPP).
3. Termination of the Notice of Intent.
4. "Filtrexx" inlet protection
5. 4' high Filter Fabric
6. "North American Green" Erosion Control Mat

1.2 PERFORMANCE REQUIREMENTS

1. Intent for the Division of Water. Submit Notice of Intent: Fill out, sign and submit the Notice of Intent. Sample form is attached.

2. Prepare a Stormwater Pollution Prevention Plan (SWPPP): A Professional Engineer licensed to practice in the Commonwealth of Kentucky shall prepare and shall maintain, a SWPPP Plan. Update periodically as site conditions change. A guideline entitled "NPDES Stormwater Pollution Preventions Guideline Document" is available online at...

<http://cfpub.epa.gov/npdes/stormwater/swppp.cfm>.

3. Weekly inspection of all erosion and sediment control items. Inspection is also required after rainfall events of 0.5 inch or more. Sample inspection report forms are attached.

4. Provide "Filtrexx" 32" Diameter FilterSoxx with Growing Media per manufacturer's specifications. The contractor may manufacture these on-site or pre-manufactured Soxx may be delivered for installation. Stakes shall be installed through the middle of the Soxx on 5 ft centers using 2inch by 2 inch wooden stakes. Staking depth shall be minimum 1 ½ feet. The Soxx shall be seeded at the time of manufacture and installation to create a contained "green vegetated filter".

5. 4' High Filter Fabric shall be installed per manufacturer's specifications and in accordance with the standard detail.

6. North American Green Erosion Control Mat shall be installed per manufacturer's specifications in locations outlined on the construction plans. Install along channel sides to extend five (5) feet horizontally on either side of the channel. Install on all slopes of 4:1 or greater.

1.3 SUBMITTALS

1. NOI: Submit NOI to KPDES Branch, Division of Water, per attached instructions. A copy of the submitted NOI form shall be sent to the ENGINEER and the Owner.
2. SWPPP: Submit SWPPP to Kentucky Division of Water. A copy shall be sent to the ENGINEER and the Owner.
3. The SWPPP prepared for the KY DOW NOI may be submitted to the LFUCG for review to obtain a LFUCG Land Disturbance Permit.
4. Subcontractor Signatures: Signatures of all subcontractors for approval stating that they have read, understand and that they intend to comply with the SWPPP. A copy of the signatures shall be submitted to the Architect and the Owner.

1.4 EXECUTION

1. Continuous Service: The sediment and erosion control items are to be installed prior to the commencement of all other construction activities on site. Continuous maintenance shall be required until the next contract has been signed. To transfer the Notice of Intent, a letter is to be written and signed by the new contractor. Once this letter has been received and approved by the Division of Water the Contractor's responsibility shall be relieved.
2. Prepare Daily Field Reports per SWPPP requirements. A sample form is attached. Submit to regulatory agency as required.
3. Prepare Erosion and Sediment Control Inspection and Maintenance Report Form weekly per SWPPP requirements. A sample form is attached. Submit to regulatory agency as required.
4. Remove temporary erosion sediment control measures when site is 95% stabilized. Seed and protect any disturbed areas with permanent grass protect mixture.
5. The SWPPP shall be updated by the preparer as field conditions warrant.
6. Pollution Prevention measures shall not be constructed until the SWPPP has been accepted by the LFUCG.
7. No work on the project may commence until Pollution Prevention Measures are installed and accepted by the LFUCG and a Land Disturbance Permit is issued.
8. CONTRACTOR is responsible for filing all appropriate Notices of Termination (NOT) when the site is stabilized.

**STORMWATER POLLUTION PREVENTION PLAN
INSPECTION AND MAINTENANCE REPORT FORM**

KPDES Permit No. _____

Project _____

Inspected By: _____ Title: _____

Date: _____ Time: _____ Weather: _____ Temp. Range: _____

Storm Water Inspection Checklist. Applies to All Areas that are Impacted by Construction			
Condition Observed	Locations(s) or "Not Observed"	Corrective Action	Responsible / Complétion Date
Pollutant Sources			
Are there evidence of spilled materials (oil, fuel, beverage product) on ground)?			
Are there any debris piles with petroleum cans, chemical containers or other sources of possible pollution?			
Evidence of spilled materials in storm water (sheen on water, odor, unusual color, foam, sediment).			
Are there leaking pipes, pumps, valves and/or hose connections on construction equipment?			
Are there evidence of tracking on spilled materials on ground?			
Other conditions:			

Erosion Control			
Are there any bare areas which require temporary or permanent stabilization? (seeding, mulch, other?)			
Are all finished cut and fill slopes adequately stabilized?			
Do any structural practices show evidence of overtopping, breaks or erosion?			
Are all earthen structures seeded and mulched? Is vegetation providing adequate protection?			
Do any seeded areas require fertilizer, reseeding or additional mulch?			
Other conditions:			
Sediment Control			
Are perimeter sediment trapping measures in place and functioning properly?			
Have sediment-trapping practices been installed in the proper location and before extensive grading begins?			
Silt fences and in place and functional with no breaches.			
Is sediment leaving the site and/or damaging adjacent property?			
Is there mud on public roads or at intersections with public roads?			
Other conditions:			

Runoff Conveyance and Control			
Are all on-site drainage channels and outlets adequately stabilized? (channel lining, seeding, other _____; outlet stabilization _____)			
Are all operational storm sewer inlets protected so that sediment will not enter the system?			
Is there evidence of increased off-site erosion since the project began?			
Is there clogged storm drain?			
Are downstream waterways and property adequately protected from increases in stormwater runoff?			
Are there debris, trash, sediment, or other materials in drain structures?			
Other conditions:			
Dust Control			
Are there evidence of dust on surrounding areas, building & cars?			
Dust suppression applications this week?			
Other conditions:			
Hazardous Material Equipment Fueling			
Broken, cracked, or leaking secondary containment.			
Missing absorbent material or other spill cleanup materials near oil or chemical storage or dispensing areas.			
Are there chemical drums without secondary containment?			

Are there chemicals dispensed, poured or used outside without containment?			
Other conditions:			
Maintenance			
Leaking construction debris dumpsters/containers.			
Do any structural practices require repair or clean-out?			
Have temporary structural practices that are no longer needed been removed?			
Is any work occurring in streams? Is channel damage being minimized? Is stabilization or a temporary stream crossing needed?			
Are there open drums (no lids or bungs) ?			
Are utility trenches being backfilled and seeded properly?			
Vehicle or equipment maintenance performed outside without cover or secondary containment.			
Wash water from vehicle or equipment washing that has potential to flow to storm drain, ditch, or ground.			
Uncovered construction debris dumpster or roll off box (without lid or cover when not in use.			
Other conditions:			

Signature of Inspector: _____ **Date:** _____

1.5 MEASUREMENT AND PAYMENT

1. Payment for Erosion and Sediment Control shall be for SWPPP preparation and revision, installation, maintenance, and removal of Pollution Prevention measures and other work necessary to make the work compliant with Federal, State and Local regulations, laws and/or ordinances. A maximum of fifty (50) percent of the amount bid for Erosion and Sediment Control shall be payable until the project reached substantial completion. At substantial completion, the amount payable may be increased to ninety (90) percent of the bid amount. When the site is stabilized, the remainder shall be paid.

2. The Owner will make payment for the completed and accepted quantities under the following:

<u>Pay Item</u>	<u>Pay Unit</u>
All items required for Erosion and Sediment Control	Lump Sum

END OF SECTION 01565

SECTION 01570 - TRAFFIC REGULATION

PART 1 - GENERAL

1.01 WORK INCLUDED

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

1.02 RELATED REQUIREMENTS

- A. Section 01530 - Barriers.

PART 2 - PRODUCTS

2.01 SIGNS AND DEVICES

- A. Traffic Cones and Drums, Flares and Lights: As approved by local jurisdictions.
- B. Flagman Equipment: As required by local jurisdictions.

PART 3- EXECUTION

3.01 CONSTRUCTION PARKING CONTROL

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

3.02 TRAFFIC CONTROL

- A. Whenever and wherever, in the Engineer's opinion, traffic is sufficiently congested or public safety is endangered, Contractor shall furnish uniformed officers to direct traffic and to keep traffic off any highway area affected by construction operations.

- B. Contractor shall abide by county and state regulations governing utility construction work.
- C. Traffic control shall be provided according to the Kentucky Department of Highways Manual on Uniform Traffic Control Devices for Streets and Highways.

3.03 FLAGMEN

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

3.04 FLARES AND LIGHTS

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

3.05 HAUL ROUTES

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

3.06 REMOVAL OF CONTROLS

Remove equipment and devices when no longer required.

END OF SECTION 01570

SECTION 01580 - PROJECT IDENTIFICATION SIGN

PART 1 - GENERAL

1.01 SCOPE OF WORK

The Contractor shall provide project identification signs near the site of the Work. The signs shall set forth the project title, construction cost, and name of Owner as per the attached drawing.

1.02 RELATED REQUIREMENTS

- A. General Conditions.
- B. LFUCG General Provisions.

PART 2 - PRODUCTS

2.01 IDENTIFICATION SIGN (3-feet x 6-feet)

- A. Basic design and colors shall be as required by the Owner per the attached drawing.
- B. Number Required: One (1).

PART 3 - EXECUTION

3.01 INSTALLATIONS

Sign shall be installed at the location specified by the Owner.

3.02 MAINTENANCE

The sign shall be maintained in good condition until the completion of the Project.

LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT

PROJECT TITLE STAR SHOOT PARKWAY EXTENSION



PROJECT COST \$XXXXXXXX
CONTRACT NO. XXXXXXX

JIM NEWBERRY, MAYOR
URBAN COUNTY COUNCIL
DEPARTMENT OF PUBLIC WORKS,
DIVISION OF ENGINEERING

IN CASE OF EMERGENCY CONTACT
LEXCALL AT 425-2255

NOTES:

THIS SIGN SHALL BE:

1. FURNISHED AND ERECTED BY THE CONTRACTOR AT THE CONTRACTOR'S EXPENSE, IN ADDITION TO THE NORMAL WARNING AND REGULATORY SIGNS.
2. OF GOOD QUALITY EXTERIOR PLYWOOD OR OTHER APPROVED MATERIAL.
3. PAINTED WITH SOLID BLUE LETTERS ON A WHITE BACKGROUND.
4. UPDATED AS NEEDED TO INDICATE THE APPROPRIATE MAYOR'S NAME.
5. FRAMED AND BRACED SO AS TO REMAIN VERTICAL AND PLAINLY VISIBLE TO THE TRAVELING PUBLIC.
6. ERECTED PRIOR TO STARTING CONSTRUCTION WORK.
7. ERECTED AT EACH END OF THE PROJECT AT LOCATIONS DIRECTED BY THE ENGINEER AND AT OTHER LOCATIONS SPECIFIED ON THE PLANS OR SPECIFICATIONS.
8. KEPT CLEAN AND IN GOOD CONDITION FOR THE DURATION OF THE CONSTRUCTION AS DIRECTED BY THE ENGINEER.
9. THE COST SHOWN APPLIES ONLY TO THE PORTION OF THE PROJECT UNDER CONSTRUCTION IN A CONTINUOUS SECTION. IN THE EVENT THE PROJECT CONSISTS OF MORE THAN ONE CONTINUOUS SECTION THE COST SHOWN SHALL BE FOR THE PARTICULAR SECTION WHERE WORK IS IN PROGRESS.

END OF SECTION 01580

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SECTION 01600 - MATERIAL AND EQUIPMENT

PART 1 - GENERAL

1.01 STORAGE OF MATERIALS AND EQUIPMENT

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

1.02 HANDLING AND DISTRIBUTION

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

1.03 MATERIALS, TESTING

- A. Unless otherwise expressly provided on the Drawings or in any of the other Contract Documents, only new materials and equipment shall be incorporated in the Work. All materials and equipment furnished by the Contractor to be incorporated in the Work shall be subject to the inspection of the Engineer. No material shall be processed or fabricated for the Work or delivered to the Work site without prior concurrence of the Engineer.
- B. From time to time during the progress of the Work, the Engineer may require that testing be performed to determine that materials provided meet the specified requirements. The Lexington-Fayette Urban County Government will select a testing laboratory to perform the testing services. The cost of such services shall be the responsibility of the Owner. If testing reveals defective materials or work, the cost of said testing will become the responsibility of the Contractor.
 - 1. Codes and Standards: Testing, when required, will be in accordance with all pertinent codes and regulations and with selected standards of the American Society for Testing and Materials.
 - 2. Cooperation with the Testing Laboratory: Representatives of the testing laboratory shall have ready access to the Work at all times. The Contractor shall provide facilities for such access in order that the laboratory may properly perform its functions.

END OF SECTION 01600

SECTION 01620 - STORAGE AND PROTECTION

PART 1 - GENERAL

1.01 WORK INCLUDED

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

1.02 RELATED REQUIREMENTS

Division 1 - General Requirements.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.01 GENERAL STORAGE

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

3.02 ENCLOSED STORAGE

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

3.03 EXTERIOR STORAGE

- A. Provide substantial platforms, blocking, or skids, to support fabricated products above ground; slope to provide drainage. Protect products from soiling and staining.

- B. For products subject to discoloration or deterioration from exposure to the elements, cover with impervious sheet material. Provide ventilation to avoid condensation.
- C. Store loose granular materials on clean, solid surfaces such pavement, or on rigid sheet materials, to prevent mixing with foreign matter.
- D. Provide surface drainage to prevent erosion and ponding of water.
- E. Prevent mixing of refuse or chemically injurious materials.

3.04 MAINTENANCE OF STORAGE

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

3.05 MAINTENANCE OF EQUIPMENT STORAGE

- A. For mechanical and electrical equipment in long-term storage, provide manufacturer's service instructions to accompany each item, with notice of enclosed instructions shown on exterior of package.
- B. Service equipment on a regularly scheduled basis, in accordance with the manufacturer's recommendations, maintaining a log of services; submit as a record document.

END OF SECTION 01620

SECTION 01700 - PROJECT CLOSEOUT

PART 1 - GENERAL

1.01 RELATED REQUIREMENTS

- A. General Conditions.
- B. Section 01710 - Cleaning.
- C. Section 01720 - Project Record Documents.

1.02 SUBSTANTIAL COMPLETION

A. Contractor:

- 1. Submit written certification to Engineer that project is substantially complete.
- 2. Submit list of major items to be completed or corrected.

B. Engineer will make an inspection within seven days after receipt of certification, together with the Owner's representative.

C. Should Engineer consider that work is substantially complete:

- 1. Contractor shall prepare, and submit to Engineer, a list of the items to be completed or corrected, as determined by on-site observation.
- 2. Engineer will prepare and issue a Certificate of Substantial Completion, containing:

- a. Date of Substantial Completion.
- b. Contractor's list of items to be completed or corrected verified and amended by Engineer.
- c. The time within which Contractor shall complete or correct work of listed items.
- d. Time and date Owner will assume possession of work or designated portion thereof.
- e. Responsibilities of Owner and Contractor for:

- (1) Insurance.
- (2) Utilities.
- (3) Operation of mechanical, electrical and other systems.
- (4) Maintenance and cleaning.
- (5) Security.

f. Signatures of:

- (1) Engineer.
- (2) Contractor.
- (3) Owner.

3. Contractor: Complete work listed for completion or correction, within designated time.

D. Should Engineer consider that work is not substantially complete:

1. He shall immediately notify Contractor, in writing, stating reasons.
2. Contractor: Complete work, and send second written notice to Engineer, certifying that Project, or designated portion of project is substantially complete.
3. Engineer will re-review work.

1.03 FINAL INSPECTION

A. Contractor shall submit written certification that:

1. Contract Documents have been reviewed.
2. Project has been inspected for compliance with Contract Documents.
3. Work has been completed in accordance with Contract Documents.
4. Equipment and systems have been tested in presence of Owner's representative and are operational.
5. Project is completed and ready for final inspection.

B. Engineer will make final on-site observation/review within seven (7) days after receipt of certification.

C. Should Engineer consider that work is finally complete in accordance with requirements of Contract Documents, he shall request Contractor to make Project Closeout submittals.

D. Should Engineer consider that work is not finally complete:

1. He shall notify Contractor, in writing, stating reasons.
2. Contractor shall take immediate steps to remedy the stated deficiencies, and send second written notice to Engineer certifying that work is complete.
3. Engineer will re-review the work.

1.04 FINAL CLEANING UP

The work will not be considered as completed and final payment made until all final cleaning up has been done by the Contractor in a manner satisfactory to the Engineer. See Section 01710 for detailed requirements.

1.05 CLOSEOUT SUBMITTALS

A. Project Record Documents: to requirements of Section 01720.

B. Operation and Maintenance Data: to requirements of particular technical specifications and

Section 01730.

C. Warranties and Bonds: to requirements of particular technical specifications and Section 01740.

1.06 INSTRUCTION

Instruct Owner's personnel in operation of all systems, mechanical, electrical and other equipment.

1.07 FINAL APPLICATION FOR PAYMENT

Contractor shall submit final applications in accordance with requirements of General Conditions.

1.08 FINAL CERTIFICATE FOR PAYMENT

A. Engineer will issue final certificate in accordance with provisions of General Conditions.

B. Should final completion be materially delayed through no fault of Contractor, Engineer may issue a Semi-final Certificate for payment.

END OF SECTION 01700

SECTION 01710 - CLEANING

PART 1 - GENERAL

1.01 WORK INCLUDED

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

1.02 RELATED REQUIREMENTS

Section 01700 - Project Closeout.

1.03 SAFETY REQUIREMENTS

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

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

1.01 DURING CONSTRUCTION

- A. Execute cleaning to ensure that grounds and public properties are maintained free from accumulations of waste materials, trash, and rubbish.
- B. Wet down dry materials and rubbish to allay dust and prevent blowing dust.
- C. At reasonable intervals during progress of Work, clean site and public properties. Provide

on-site containers for collection of waste materials, debris, trash, and rubbish.

- D. Remove waste materials, debris, trash, and rubbish from site when containers are full, or when directed by the Engineer or Owner's representative, but not less often than once weekly. Legally dispose of all waste materials, debris, trash, and rubbish at dumping areas off of Project site.
- E. Handle materials in a controlled manner with as few handlings as possible; do not drop or throw materials from heights.
- F. The Contractor shall thoroughly clean all materials and equipment installed.

3.02 FINAL CLEANING

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

END OF SECTION 01710

SECTION 01720 - PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.01 RELATED REQUIREMENTS

- A. General Conditions.
- B. Section 01300 - Submittals.

1.02 MAINTENANCE OF DOCUMENTS

- A. Maintain at job site, one copy of:
 - 1. Contract Drawings.
 - 2. Specifications.
 - 3. Addenda.
 - 4. Reviewed Shop Drawings.
 - 5. Change Orders.
 - 6. Other Modifications to Contract.
- B. Store documents in approved location, apart from documents used for construction.
- C. Provide files and racks for storage of documents.
- D. Maintain documents in clean, dry legible condition.
- E. Do not use record documents for construction purposes.
- F. Make documents available at all times for inspection by Engineer and Owner.

1.03 MARKING DEVICES

Provide colored pencil or felt-tip marking pen for all marking.

1.04 RECORDING

- A. Label each document "RECORD DRAWING" in 2-inch high printed letters.
- B. Keep record documents current.
- C. Do not permanently conceal any work until required information has been recorded.
- D. Contract Drawings: Legibly mark to record actual construction:
 - 1. Horizontal and vertical location of underground utilities and appurtenances

- referenced to permanent surface improvements.
 - 2. Location of internal utilities and appurtenances concealed in construction referenced to visible and accessible features of structure.
 - 3. Field changes of dimension and detail.
 - 4. Changes made by Change Order or Field Order.
 - 5. Details not on original Contract Drawings.
- E. Specifications and Addenda: Legibly mark up each Section to record:
- 1. Manufacturer, trade name, catalog number, and Supplier of each product and item of equipment actually installed.
 - 2. Changes made by Change Order or Field Order.
 - 3. Other matters not originally specified.
- F. Shop Drawings: Maintain as record documents; legibly annotate Shop Drawings to record changes made after review.

1.05 SUBMITTAL

- A. At completion of project, deliver record documents to Engineer.
- B. Accompany submittal with transmittal letter, in duplicate, containing:
- 1. Date.
 - 2. Project title and number.
 - 3. Contractor's name and address.
 - 4. Title and number of each record document.
 - 5. Certification that each document as submitted is complete and accurate.
 - 6. Signature of Contractor or his authorized representative.

END OF SECTION 0172

SECTION 02222 - EXCAVATION

PART 1 - GENERAL

1.01 WORK INCLUDED

- A. Structure excavation.
- B. Shoring excavations.

1.02 RELATED REQUIREMENTS

- A. Section 02223 - Embankments.
- B. Section 02225 - Excavating, Backfilling and Compacting for Utilities.

1.03 PROTECTION

- A. Protect excavations by shoring, bracing, sheet piling, underpinning, or other methods required to prevent cave-in or loose soil from falling into excavation.
- B. Underpin adjacent structures which may be damaged by excavation work, including service utilities and pipe chases.
- C. Notify Engineer of unexpected subsurface conditions and discontinue affected work in area until notified to resume work.
- D. Protect bottom of excavations and soil adjacent to and beneath foundations from frost.
- E. Grade excavation top perimeter to prevent surface water run-off into excavation.
- F. Contractor shall provide ample means and devices with which to intercept any water entering the excavation area.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Subsoil: Excavated material, graded free of lumps larger than 12 inches, rocks larger than 12 inches, and debris.
- B. Pea Gravel: Mineral aggregate graded 1/4 inch to 5/8 inch, free of soil, subsoil, clay, shale, or foreign matter.

PART 3 - EXECUTION

3.01 PREPARATION

Identify required lines, levels, contours, and datum.

3.02 EXCAVATION

- A. Excavate subsoil required for structure foundations, construction operations, and other work.
- B. Contractor is responsible to adequately brace open cuts and protect workmen and equipment from cave-in.
- C. Remove lumped subsoil, boulders, and rock up to 1/3 cu. yd., measured by volume.
- D. Correct unauthorized excavation at no cost to Owner.
- E. Fill over-excavated areas under structure bearing surfaces in accordance with direction by Engineer.
- F. Stockpile excavated material in area designated on site.

3.03 EXCAVATION FOR STRUCTURES

- A. For structures, excavate to elevations and dimensions indicated, plus ample space for construction operations and inspection of foundations.
- B. Excavate for foundation bearing a minimum of 24 inches below existing grade.
- C. Structure foundations shall bear entirely in original subsoil, entirely on rock, or entirely on compacted earth or granular fill unless otherwise directed by the geotechnical representative inspecting the excavation as required by Section 01400 - Quality Control.
 - 1. Where structures are to be soil-bearing and rock is encountered, undercut rock 24 inches and backfill with compacted earth material.
 - 2. Where structures are to be rock bearing, rock surface shall be inspected to verify that material is bedrock and has sufficient strength to support the structure.
 - 3. Prior to placement of any granular fill, forms, reinforcing steel, or concrete, schedule and provide site visit services by the same firm which provided geotechnical investigations utilized in the structural design of the foundations for the project, as per Section 01400. Quality Control. Said visits shall be for the sole purpose of confirming that the conditions described in the geotechnical report are present over the foundation areas extending beyond the investigational borings.

4. If material unsuitable for foundation (in the opinion of the geotechnical Engineer) is found at or below the grade to which excavation would normally be carried in accordance with the Drawings and/or Specifications, the Contractor shall remove
5. such material to the required width and depth and replace it with thoroughly compacted, screened gravel, select bank-run gravel, fine aggregate or concrete as directed, in order to provide a suitable bearing for the foundation.
6. Structure foundations shall be installed immediately after excavation is completed, or if this cannot be done, the last 4 to 6 inches of material should not be removed until preparations for installing the foundation are complete. In no case should foundations be installed in excavations which contain water. Any soft, saturated areas in the bottom of excavations shall be removed or stabilized using granular material.
7. Make no excavation to the full depth indicated when freezing temperatures may be expected unless foundations can be installed after the excavation has been completed. Protect the bottom so excavated from frost if foundation installation is delayed.

3.04 REMOVAL OF WATER

- A. The Contractor, at his own expense, shall provide adequate facilities for promptly and continuously removing water from all excavation.
- B. To ensure proper conditions at all times during construction, the Contractor shall provide and maintain ample means and devices (including spare units kept ready for immediate use in case of breakdowns) with which to remove promptly and dispose properly of all water entering trenches and other excavations. Such excavation shall be kept dry until the structures, pipes, and appurtenances to be built therein have been completed to such extent that they will not be floated or otherwise damaged.
- C. All water pumped or drained from the Work shall be disposed of in a suitable manner without undue interference with other work, damage to pavements, other surfaces, or property. Suitable temporary pipes, flumes, or channels shall be provided for water that may flow along or across the site of the Work.
- D. If necessary, the Contractor shall dewater the excavations by means of an efficient drainage wellpoint system which will drain the soil and prevent saturated soil from flowing into the excavation. The wellpoints shall be designed especially for this type of service. The pumping unit shall be designed for use with the wellpoints, and shall be capable of maintaining a high vacuum and of handling large volumes of air and water at the same time.
- E. The installation of the wellpoints and pump shall be done under the supervision of a competent representative of the manufacturer. The Contractor shall do all special work such as surrounding the wellpoints with sand or gravel or other work which is necessary for the wellpoint system to operate for the successful dewatering of the excavation.

3.05 UNAUTHORIZED EXCAVATION

If the bottom of any excavation is taken out beyond the limits indicated or prescribed, the resulting void shall be backfilled at the Contractor's expense with thoroughly compacted granular material or with 3,000 psi concrete, if the excavation was for a structure, unless otherwise directed by the geotechnical representative inspecting the excavation.

3.06 EXCESS MATERIAL

- A. No excavated materials shall be removed from the site of the work or disposed of by the Contractor except as directed or permitted.
- B. Surplus excavated materials suitable for backfill shall be used to backfill normal excavations in rock or to replace other materials unacceptable for use as backfill; shall be neatly deposited and graded so as to make or widen fills, flatten side slopes, or fill depressions. All work shall be as directed or permitted and without additional compensation.
- C. Surplus excavated materials not needed as specified above shall be disposed of by the Contractor, who shall obtain all permits and make all arrangements required.

3.07 EXISTING UTILITIES AND OTHER OBSTRUCTIONS

Prior to the commencement of construction on the project, the Contractor shall contact the utility companies whose lines, above and below ground, may be affected during construction and verify the locations of the utilities as shown on the Contract Drawings. The Contractor shall ascertain from said companies if he will be allowed to displace or alter, by necessity, those lines encountered or replace those lines disturbed by accident during construction, or if the companies themselves are only permitted by policy to perform such work. If the Contractor is permitted to perform such work, he shall leave the lines in as good condition as were originally encountered and complete the Work as quickly as possible. All such lines or underground structures damaged or molested in the construction shall be replaced at the Contractor's expense, unless in the opinion of the Engineer, such damage was caused through no fault of the Contractor.

3.08 FIELD QUALITY CONTROL

Provide for visual inspection of rock surfaces and foundation sub-grades under provisions of Section 01400.

END OF SECTION 02222

SECTION 02223 - EMBANKMENTS

PART 1 - GENERAL

1.01 WORK INCLUDED

- A. Structure perimeter backfilling to subgrade elevations.
- B. Site backfilling.
- C. Compaction requirements.
- D. Access road subgrade preparation.

1.02 RELATED WORK

- A. Section 01300 - Submittals.
- B. Section 01400 - Quality Control: Compaction requirements of backfill.
- C. Section 02222 - Excavation.
- D. Section 02225 - Excavation, Backfilling and Compacting for Utilities.

1.03 REFERENCES

- A. Commonwealth of Kentucky, Standard Specifications for Road and Bridge Construction.
- B. ANSI/ASTM D698 - Moisture-Density Relations of Soils and Soil-Aggregate Mixture Using 5.5 lb Rammer and 12 inch Drop.
- C. ANSI/ASTM D1556 - Density of Soil in Place by the Sand-Cone Method.
- D. ASTM 2922 - Density of Soil and Soil-Aggregate in Place by Nuclear Methods.
- E. ASTM 3017 - Moisture Content of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth).

1.04 TESTS

- A. Tests and analysis of fill materials will be performed in accordance with ANSI/ASTM D698 and under provisions of Section 01400. Tests shall include but not be limited to gradation analysis and moisture/density relationships.
- B. Test will be performed by an approved independent testing laboratory and shall be the responsibility of the Contractor at no additional cost to the Owner.

- C. Density test shall be performed in sufficient number to insure the specified densities are being obtained.
- D. When ASTM D2922 is used, the calibration curves shall be checked and adjusted if necessary by the procedure described in ASTM D2922, paragraph ADJUSTING CALIBRATION CURVE. ASTM D2922 results in a wet unit weight of soil; and when using this method, ASTM D3017 shall be used to determine content of the soil. The calibration checks of both the density and moisture gages shall be made at the beginning of a job on each different type of material encountered and at intervals as directed by the testing laboratory.

1.05 SUBMITTALS

Results of soil moisture and density tests by an approved testing laboratory shall be submitted to the Engineer for review.

PART 2 - PRODUCTS

2.01 SELECT FILL MATERIALS

- A. The on-site residual soils may be suitable for use as compacted fill. Fill that will support foundation elements should be placed in 6- to 8-inch loose lifts and compacted to a minimum of 100 percent of its maximum dry density and within plus or minus 2 percent of optimum moisture content as determined by standard Proctor moisture density test. A minimum of 95 percent of the maximum dry density and plus or minus 2 percent of optimum moisture content should be obtained for fill soils supporting floor slabs, sidewalks or pavements. Field density tests should be performed on each lift placed to determine if proper compaction is being achieved. If sufficient suitable material is not available from the excavations, the backfill material shall be screened gravel, crushed stone or selected borrow as directed.
- B. Frozen material shall not be placed in the backfill nor shall backfill be placed upon frozen material. Previously frozen material shall be removed or shall be otherwise treated as required before new backfill is placed.
- C. All material, whether from the excavations or from borrow, shall be of such nature that after it has been placed and properly compacted, it will make a dense, suitable fill. It shall not contain vegetation, masses of roots, individual roots more than 18 inches long or more than 1/2-inch in diameter, stones over 6 inches in diameter, or porous matter.

2.02 COMPACTED FILL

- A. Soil used for compacted fill should be inorganic clayey soils free of deleterious debris or rocks whose largest dimension is no greater than 3-inches. The soil should have a liquid limit (LI) of less than 50, a plasticity index (PI) of less than 30, and a maximum

dry density according to the standard Proctor compaction test of at least 100 pcf. The fill should be compacted to at least 95 percent of the SPMDD. The top foot of structural fill shall be compacted to 100 percent of the SPMDD.

- B. The moisture content of the compacted fill material shall be within 2% of the optimum moisture content as determined by ASTM D-698.

2.03 STRUCTURAL BACKFILL

- A. Where shown on the Drawings, an underdrain system shall be provided for the soil bearing structures. The underdrain should be constructed of a free draining material and designed in a manner that would promote positive drainage away from the foundation elements. Final site grading should be accomplished in such a manner as to divert surface runoff and roof drains away from all foundation elements.
- B. All structures, unless otherwise noted on the Drawings, shall be supported entirely by well compacted crushed stone consisting of Kentucky No. 610 size aggregate. Any building supported by stone should have a minimum of 12 inches of compacted crushed stone beneath the bottom of the slab (i.e. foundation elements). Structures should not be supported on a combination of crushed stone and bedrock. The geotechnical representative inspecting the excavation shall provide direction when bedrock is encountered.
- C. Crushed stone used as a bearing medium should be placed in uniform, loose lifts not exceeding 8 inches in thickness. It is recommended that each lift be compacted by a minimum of five (5) passes of a smooth drum vibratory roller having a total static weight of not less than 20,000 pounds. The diameter of the drum should be between 5.0 and 5.5 feet and 6.0 and 6.5 feet wide.
- D. Walls below final grade should be backfilled with a minimum 12-inch thick layer of free draining material up to two feet below final grade. The two feet above this free draining material should be backfilled with an impervious material that would retard surface water infiltration. The free draining material should extend down to a rock blanket beneath the bottom slab.

PART 3 - EXECUTION

3.01 INSPECTION

- A. Verify foundation perimeter drainage installation has been inspected.
- B. Verify areas to be backfilled are free of debris, snow, ice, or water and ground surfaces are not frozen.

3.02 PREPARATION

- A. When necessary, compact subgrade surfaces to density requirements for the backfill material and prepare subgrade or previous layer of compacted fill prior to placement of additional fill by scarifying or disking.
- B. Cut out soft areas of subgrade not readily capable of in situ compaction. Backfill with subsoil and compact to density equal to requirements for subsequent backfill material.

3.03 BACKFILLING - GENERAL

- A. Backfill areas to contours and elevations. Use unfrozen materials. The Contractor shall keep the foundation and subgrade free from water or unacceptable materials after the fill operations have started.
- B. Backfill systematically, as early as possible, to allow maximum time for natural settlement. Do not backfill over porous, wet, or spongy subgrade surfaces.
- C. Place and compact fill materials in continuous layers not exceeding 8 inches loose depth. Field density tests shall be performed on each lift.
- D. Employ a placement method so not to disturb or damage foundation drainage.
- E. Maintain optimum moisture content of backfill material to attain required compaction density as specified. Material deposited on the fill that is too wet shall be removed or spread and permitted to dry, assisted by disking or blading, if necessary, until the moisture content is reduced to the specified limits.
- F. All crushed stone fill and crushed stone backfill under structures and pavements adjacent to structures shall be DGA per crushed stone per Kentucky Highway Department Standard Specifications for Road and Bridge Construction, unless indicated otherwise. Fill and backfill materials shall be placed in layers not exceeding six (6) inches in thickness and compacted to 95 percent of maximum dry density.
- G. Backfill shall not be placed against or on structures until they have attained sufficient strength to support all loads to which subjected without distortion, cracking, or damage. Deposit soil evenly around the structure.
- H. Slope grade away from structures minimum 2 inches in 10 feet, unless noted otherwise.
- I. Make changes in grade gradual. Blend slopes into level areas.
- J. Remove surplus excavation materials to designated areas.

3.04 TOLERANCES

Top Surface of Backfilling: Plus or minus 1 inch.

3.05 FIELD QUALITY CONTROL

- A. Compaction testing will be performed in accordance with ASTM D1556 or ASTM D2922 and under provisions of Sections 01400.
- B. Tests shall be performed on each 100 square feet of surface area and on each lift of the surface area, where more than one lift is required to achieve the required bearing or backfill surface.
- C. If tests indicate work does not meet specified requirements, remove work, replace and retest at no cost to Owner.

END OF SECTION 02223

SECTION 03300 - CAST-IN-PLACE CONCRETE

PART 1 – GENERAL

1.01 WORK INCLUDED

- A. Formwork,
- B. Reinforcing Steel.
- C. Expansion and Contraction Joints.
- D. Waterstops
- E. Concrete.

1.02 RELATED REQUIREMENTS

- A. Section 00710 - General Conditions.
- B. Section 02222 - Excavation.

1.03 REFERENCES

- A. ACI 350R Environmental Engineering Concrete Structures.
- B. ACI318 - Building Code Requirements for Reinforced Concrete.
- C. ACI347 - Recommended Practice for Concrete Formwork.
- D. CRSI - Manual of Standard Practice.
- E. SI - Placing Reinforcing Bars.
- F. ASTM - A-615, A-120, A-185, C-31, C-39

1.04 SUBMITTALS

The Contractor shall submit the following data to the Engineer for review:

1. Mix designs for all mixes proposed or required to be used, including all mixes containing admixtures.
2. Certification by the manufacturer that cement meets the Specification contained herein.
3. Shop drawing for reinforcing steel showing bar schedules, location, and splices.
4. Reports on laboratory compression tests of cylinders taken during concrete placement.
5. Manufacturer's cut sheets for all other concrete related products.

PART 2 - PRODUCTS

2.01 CLASSES OF CONCRETE AND USAGE

A. Structural concrete of the various classes required shall be proportioned to produce the following 28-day compressive strengths:

1. Selection of Proportions for 4,000 psi Concrete:

- a. 4,000 psi compressive for strength at 28 days.
- b. Type I/II cement plus air.
- c. Maximum water/cement ratio - 0.42.
- d. Minimum cement content - 620 lbs./cubic yard concrete.
- e. Nominal maximum size coarse aggregate - No. 67 (3/4-inch maximum) or No. 57 (1-inch maximum).
- f. Air content - 6% plus or minus 1% by volume.
- g. Slump - 2 to 4 inches in accordance with ASTM C-143, when measured with only an air entraining admixture. Additional slump is allowed by use of water reducing or super plasticizing admixtures.

2. Selection of Proportions for 3,500 psi Concrete:

- a. 3,500 psi compressive strength at 28 days.
- b. Type I/II cement plus air.
- c. Maximum water/cement ratio - 0.49.
- d. Minimum cement content - 564 lbs./cubic yard concrete.
- e. Nominal maximum size coarse aggregate - No. 67 (3/4-inch maximum) or No. 57 (1-inch maximum).
- f. Air content - 6% plus or minus 1% by volume.
- g. Slump - 4 inches in accordance with ASTM C-143, when measured with only an air entraining admixture.

B. Concrete shall be used as follows:

1. 4,000 psi concrete for all concrete work except as noted below.
2. 3,500 psi concrete for use in the portions of integral end bents below the bridge seats.

C. All testing of aggregates and determination of proportions shall be or have been performed by a recognized independent testing laboratory.

D. Cement for exposed concrete shall have a uniform color classification.

E. Type I/II cement conforming to ASTM C-150 shall be used in all concrete.

- F. Coarse aggregate shall be crushed stone having clean, hard, uncoated particles, and shall be free from injurious amount of soft, friable, thin, elongated or laminated pieces. Coarse aggregates shall conform to all requirements of ASTM C-33.
- G. Fine aggregates shall be natural sand having clean, hard, uncoated grains, free from injurious amounts of clay, dust, organic matter or other deleterious substances, and shall conform to ASTM C-33.
- H. Water for concrete shall be clean, fresh, and free from injurious amounts of oil, acid, alkali, organic matter, or other deleterious substances.

2.02 ADMIXTURES

- A. An air entraining admixture shall be used on all concrete and shall be the neutralized vinsol resin type such as Master Builders MB-VR, Euclid Chemical Company AIR-MIX or equivalent. The admixture shall meet the requirements of ASTM C-260.
- B. Other admixtures (water reducing agents, accelerating agents, retarding agents, super plasticizing agents) shall be considered where necessary to meet the needs of construction.
- C. Admixtures shall be used in concrete design mixes in the same manner and proportions as in the field so that the effects of the admixtures are included in preliminary test submitted to the Engineer for review prior to the start of construction.

2.03 REINFORCEMENT

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

2.04 FORMS

- A. Forms shall be of suitable material, design, and construction so as to be rigid, tight enough to prevent the passage of mortar, and plane surfaces with a tolerance of 1/16-inch in 4 feet.

- B. For surfaces to be given burlap-rubbed finish, the form surface in contact with the concrete shall be made of heavy gauge metal, new plywood (used plywood which, in the opinion of the Engineer, is substantially equal to new plywood may be used), tempered wood fiberboards with smooth surface, or similar materials. Metal forms or form linings shall have square edges so that the concrete will not have fins or fluting. Forms shall not be pieced out by use of materials different from those in the adjacent form or in such manner as will detract from the uniformity of the finished surface.
- C. For surfaces other than those to be given burlap-rubbed finish, forms shall be made of wood, metal, or other acceptable material. Wooden forms shall be constructed of sound lumber or plywood of suitable dimensions, free from knotholes and loose knots. Plywood shall be reasonable good, as accepted. Metal forms shall be of an acceptable type for the work involved. Edges of forms in contact with concrete shall be flush within 1/16-inch.
- D. Form for walls, columns, or piers shall have removable panels at the bottom for cleaning, inspection, and scrubbing-in of bonding grout. Forms for thin sections (such as walls or columns) of considerable height shall be arranged with suitable openings so that the concrete can be placed in a manner that will prevent segregation and accumulations of hardened concrete on the forms or reinforcement above the fresh concrete, unless special spouts are used to place concrete, and so that construction joints can be properly keyed and treated.
- E. Forms for exposed surfaces shall be built with 3/4-inch chamfer strips attached to produce smooth, straight chamfers at all sharp edges of concrete.
- F. Form ties to be encased in concrete shall not be made of through-bolts or common wire, but shall be of a well-established type, so made and installed as to embody the following features:
 - 1. After removal of the protruding part of the tie, there shall be no metal nearer than 1 inch to the face of the concrete.
 - 2. That part of the tie which is to be removed shall be at least 1/2-inch in diameter, or if smaller, it shall be provided with a wood or metal cone 1 inch long placed against the inside of the forms. Cones shall be carefully removed from the concrete after the forms have been stripped.
 - 3. Ties which pass through walls subject to hydrostatic pressure shall be provided with acceptable water stops, such as washers, securely fastened to the ties.

2.05 OTHER MATERIALS

- A. Anchorage items shall be of standard manufacture and of type required to engage with the anchors to be installed therein under other sections of the Specifications and shall be subject to approval by the Engineer.
- B. Premolded expansion joint filler strips shall conform to ASTM D-1752 and shall be 3/8-inch thick unless otherwise shown.

C. Joint sealants shall conform to ANSI 116.1. The following joint sealants are acceptable:

1. Colma by Sika Corporation.
2. Hornflex by A. C. Horn, Inc.
3. Sonolastic by Sonneborn Division of Contech, Inc.

D. Grout:

1. Precision-support grout shall consist of a non-shrink, ready-to-use, precision grout material; proportioned, pre-mixed and packaged at the factory; delivered to the job site to place with only the addition of water; forming, placing and curing as stipulated by the manufacturer.
2. Grouts which depend upon aluminum powders, chemicals, or other agents which produce gas for expansion are not acceptable.
3. Precision-support grout shall also meet the following requirements:
 - a. Free of gas producing agents.
 - b. Free of oxidizing catalysts.
 - c. Free of inorganic accelerators, including chlorides.

E. Construction Joint Waterstops:

1. Polyvinylchloride (PVC) Waterstops:

- a. Provide PVC waterstops complying with Corps of Engineers CRD-C572.
- b. Provide serrated type with a minimum thickness of 3/8 inch by a minimum width of 6 inches may be provided in specific applications as approved by the ENGINEER.
- c. Provide PVC waterstops as manufactured by Greenstreak Plastic Products company; Vinylex Corporation, or equivalent product.

2. Adhesive Waterstop:

- a. Provide pre-formed adhesive waterstop in construction joint locations where shown, or as alternative to PVC waterstop where appropriate.
- b. The preformed waterstop shall meet or exceed all requirements of Federal Specifications SS-S-210A, "Sealing Compounds for Expansion Joints".
- c. Provide adhesive waterstops as manufactured by Synko-Flex Products, Division of Henry Products, Inc.; or equivalent product.

3. Hydrophilic Waterstops:

- a. Hydrophilic waterstop may be used as an alternate to the adhesive waterstop.
- b. Provide waterstops as manufactured by Greenstreak Plastic Products Company; Adeka, Inc.; or equivalent product.

F. Membrane Forming Curing compound: ASTM C 309, Type I-D. 1. Provide without fugitive dye when requested by Engineer.

G. Epoxy Bonding Agent: Provide two-component epoxy resin bonding agent as manufactured by Sika Chemical Corporation; A.C. Horn, Incorporated; or equivalent product.

H. Adhesive Dowels:

1. Drilling equipment used and installation of adhesive dowels shall be in accordance with manufacturer's instructions.
2. Assure that embedded items are protected from damage and are not filled in with concrete.
3. Unless otherwise shown or approved by Engineer, embedment depths shall be based on a compressive strength of 2,500 psi when embedded into existing concrete.)
4. The Contractor shall comply with the adhesive material manufacturer's installation instructions on the hole diameter. The Contractor shall properly clean out the hole utilizing a synthetic brush and compressed air to remove all loose material from the hole, prior to installing adhesive capsules or material. Proper mixing of the two-component system shall be done to the manufacturer's recommendations.
5. Adhesive material manufacturer's representative shall observe and demonstrate the proper installation procedures for the adhesive dowels and adhesive material at no additional expense to the Owner. Each installer shall be certified in writing by the manufacturer to be qualified to install the adhesive dowels.
6. Provide two-component dowel installation adhesive as manufactured by Hilti Corporation, or approved equivalent product.

PART 3 - EXECUTION

3.01 FORMING

- A. Forms shall be so constructed and placed that the resulting concrete will be of the shape, lines, dimensions and to the elevations indicated on the Drawings or specified, and exposed concrete will be substantially free from board or grain marks, poorly matched joints, and other irregularities or defects.
- B. Forms shall be sufficiently rigid to prevent displacement or sagging between supports, and so constructed that the concrete will not be damaged by their removal. The Contractor shall be entirely responsible for their adequacy.
- C. All falsework to support structural slabs, beams, girders, etc., shall be designed to safely and adequately support the concrete and forms during placement and curing. The adequacy and safety of the falsework shall be the sole responsibility of the Contractor.
- D. All forms shall be oiled with acceptable nonstaining oil or liquid form coating before reinforcement is placed.

- E. Before form material is reused, all surfaces that are in contact with the concrete shall be thoroughly cleaned, all damaged places repaired, and all projecting nails withdrawn.
- F. Except as otherwise specifically authorized by the Engineer, forms shall not be removed until the concrete has aged for the following number of days-degrees*:
 - 1. Beams and slabs: 500 day-degrees.
 - 2. Walls and vertical surfaces: 100 day-degrees.
 - 3. *Day-degree: Total number of days times average daily air temperature at surface of concrete. For example, 5 days at a daily average temperature of 60 degrees F, equals 300 day-degrees.
- G. Shores under beams and slabs shall not be removed until the concrete has attained at least 60 percent of the specified compressive strength and also sufficient strength to support safely its own weight and the construction live loads upon it.

3.02 PLACING REINFORCEMENT

- A. Reinforcement shall be bent cold to the dimensions and shapes shown on the Drawings and within tolerances specified in the CRSI Manual of Standard Practice.
- B. Before being placed in position, reinforcement shall be cleaned of loose mill and rust scale, dirt and other coatings that will interfere with development of proper bond.
- C. Reinforcement shall be accurately placed in positions shown on the Drawings and firmly held in place during placement and hardening of concrete by using annealed wire ties. Bars shall be tied at all intersections except where spacing is less than one foot in both directions, then alternate intersections may be tied.
- D. Distance from the forms shall be maintained by means of stays, blocks, ties, hangers or other approved supports. Blocks for holding the reinforcement from contact with the forms shall be precast mortar blocks or approved metal chairs. Layers of bars will be separated by precast mortar blocks or other equally suitable devices; the use of pebbles, pieces of broken stone or brick, metal pipe and other such blocks will not be permitted. If fabric reinforcement is shipped in rolls, it shall be straightened into flat sheets before being placed.
- E. Before any concrete is placed, the Engineer shall have inspected the placing of the steel reinforcement and given permission to deposit the concrete. Concrete placed in violation of this provision will be rejected and thereupon shall be removed.
- F. Unless otherwise specified, reinforcement shall be furnished in the full lengths indicated on the plans. Splicing of bars, except where shown on the plans, will not be permitted without the approval of the Engineer. Where splices are made, they shall be staggered insofar as possible.

3.03 TESTING AGGREGATES AND DETERMINING PROPORTIONS

- A. No concrete shall be used in the work until the materials and mix design have been accepted by the Engineer.
- B. The conformity of aggregates to the Specifications hereinbefore given shall be demonstrated and determined by tests per ASTM C-33 made with representative samples of the materials to be used on the work.
- C. The actual proportions of cement, aggregates, admixtures and water necessary to produce concrete conforming to the requirements set forth herein shall be determined by making test cylinders using representative samples of the materials to be used in the work. A set of four standard 6-inch cylinders shall be made and cured per ASTM C-31. Two shall be tested at 7 days and two at 28 days per ASTM C-39. The slump shall not be less than the greatest slump expected to be used in the work.
- D. Reports on the tests and a statement of the proportions proposed for the concrete mixture, shall be submitted in triplicate to the Engineer for review as soon as possible, but not less than five days prior to the proposed beginning of the concrete work. If the Contractor furnishes in writing, similar, reliable detailed information from an acceptable source, and of date not more than four months prior to the time when concrete will be used on this project, the above requirements for laboratory test may be modified by the Engineer. Such data shall derive from mixtures containing constituents, including the admixtures where used, of the same types and from the same sources as will be used on this project.
- E. The Engineer shall have the right to make check tests of aggregates and concrete, using the same materials, and to order changes as may be necessary to meet the specified requirements.
- F. The Contractor may request permission to add water at the job site; and when the addition of water is permitted by the Engineer, the quantity added shall be the responsibility of the Contractor and in no case shall the total water per bag of cement exceed the ratio set forth herein.
- G. If concrete of the required characteristics is not being produced as the work progresses, the Engineer may order such changes in proportions or materials or both, as may be necessary to secure concrete of the specified quality. The Contractor shall make such changes at his own expense and no extra compensation will be allowed because of such changes.

3.04 MIXING

- A. All central-plant and rolling-stock equipment and methods shall conform to the Truck Mixer and Agitator Standards of the Truck Mixer Manufacturers' Bureau of the National Ready Mixed Concrete Association, as well as the ACI Standards for measuring, Mixing

and Placing Concrete (ACI 614), and with the ASTM Standard Specification for Ready Mixed Concrete, Designation C94, insofar as applicable.

- B. Ready-mixed concrete shall be transported to the site in watertight agitator or mixer trucks. The quantity of concrete to be mixed or delivered in any one batch shall not exceed the rated capacity of the mixer or agitator for the respective conditions as stated on the nameplates.
- C. Central-mixed concrete shall be plant-mixed a minimum of 1-1/2 minutes per batch, and then shall be truck-mixed or agitated a minimum of 8 minutes. Agitation shall begin immediately after the premixed concrete is placed in the truck and shall continue without interruption until discharge. For transit-mixed concrete the major portion of the mixing water shall be added and mixing started immediately after the truck is charged.
- D. The amount of water initially added shall be recorded on the delivery slip for the Engineer's information; no additional water shall be added, either in transit or at the site, except as directed. Mixing (at mixing speed) shall be continued for at least 10 minutes followed by agitation without interruption until discharge. Concrete shall be discharged at the site within 1-1/2 hours after water was first added to the mix, and shall be mixed at least 5 minutes after all water has been added.
- E. Concrete which has become compacted or segregated during transportation to or in the site of the work shall be satisfactorily remixed just prior to being placed in the forms.
- F. Partially hardened concrete shall not be deposited in the forms. The retempering of concrete which has partially hardened (that is, the remixing of concrete with or without additional cement, aggregate, or water) will not be permitted.

3.05 COMPRESSION TESTS

- A. During the progress of the work, at least one (1) set of four (4) compression test cylinders shall be made for each 50 cubic yards of concrete or major fraction thereof, and not less than one such set for each type of concrete for each day's pouring. Cylinders made in the field shall be made and cured in accordance with the ASTM Standard Method of Making and Curing Concrete Test Specimens in the Field, Designation C31, except that wherever possible molds shall be left on the cylinders until they have reached the laboratory. Testing services to satisfy the requirements of ACI shall be paid for by the Contractor at his expense. Testing lab must be approved by the Engineer.
- B. One cylinder of each set shall be broken in accordance with ASTM C-39 at seven (7) days and the other two at twenty-eight (28) days. Two copies of these test results shall be submitted to the Engineer on the same day of the tests.
- C. On evidence of these tests, any concrete that fails to meet the specified strength requirements shall be strengthened or replaced as directed by the Engineer at the Contractor's expense.

3.06 METALWORK IN CONCRETE

- A. All trades shall be notified, at the proper time, to install items to be embedded in concrete.
- B. All castings, inserts, conduits, and other metalwork shall be accurately built into or encased in the concrete by the Contractor as directed, and all necessary precautions shall be taken to prevent the metalwork from being displaced or deformed.
- C. Anchor bolts shall be set by means of substantial templates.

3.07 PLACING AND COMPACTING CONCRETE

- A. At least twenty-four (24) hours before the Contractor proposes to make any placement of concrete, he shall notify the Engineer of his intention and planned procedure. Unless otherwise permitted, the work shall be so executed that a section begun on any day shall be completed during daylight of the same day.
- B. No concrete shall be placed until the subgrade has been accepted in accordance with the requirements of Section 01400, Quality Control, nor shall it be placed on frozen subgrade or in water. Placement of concrete shall not be scheduled until the forms, reinforcing, and preliminary work have been accepted. No concrete shall be placed until all materials to be built into the concrete have been set and have been accepted by the various trades and by the Engineer. All such materials shall be thoroughly clean and free from rust, scale, oil, or any other foreign matter.
- C. Forms and excavations shall be free from water and all dirt, debris, and foreign matter when concrete is placed. Except as otherwise directed, wood forms and embedded wood called for or allowed shall be thorough wetted just prior to placement of concrete.
- D. Concrete placed at air temperatures below 40 degrees shall have a minimum temperature of 50 degrees F. and a maximum of 70 degrees F. when placed.
- E. Concrete shall be transported from the mixer to the place of final deposit as rapidly as practicable and by methods which will prevent separation of ingredients and avoid rehandling.
- F. Chutes for conveying concrete shall be metal or metal-lined and of such size, design, and slope as to ensure a continuous flow of concrete without segregation. The slope of chutes shall be not flatter than 1 on 2 and all parts of a chute shall have approximately the same slope. The discharge end of the chute shall be provided with a baffle, or, if required, a spout; and the end of the chute or spout shall be kept as close as practicable to, but in no event more than 5 feet above the surface of the fresh concrete. When the operation is intermittent, the chute shall discharge into a hopper.

- G. In thin sections of considerable height (such as walls and columns), concrete shall be placed in such a manner as will prevent segregation and accumulations of hardened concrete on the forms or reinforcement above the mass of concrete being placed. To achieve this end, suitable hoppers, spouts with restricted outlets, etc., shall be used as required or permitted unless the forms are provided with suitable openings.
- H. Chutes, hoppers, spouts, etc., shall be thoroughly cleaned before and after each run and the water and debris shall not be discharge inside the form.
- I. For any one placement, concrete shall be deposited continuously in layers of such thickness that no concrete will be deposited on concrete which has hardened sufficiently to cause the formation of seams and planes of weakness within the section. and so as to maintain, until the completion of the unit, an approximately horizontal, plastic surface.
- J. No wooden spreaders shall be left in the concrete.
- K. During and immediately after being deposited, concrete shall be thoroughly compacted by means of suitable tools and methods, such as internal-type mechanical vibrators operating at not less than 5,000 rpm., or other tool spading, to produce the required density and quality of finish. Vibration shall be done only by experienced operators under close supervision and shall be carried on in such a manner and only long enough to produce homogeneity and optimum consolidation without permitting segregation of the solid constituents, "pumping" of air, or other objectionable results. All vibrators shall be supplemented by proper spade puddling approximately 2 to 3 inches away from forms to remove included bubbles and honeycomb. Excessive spading against the forms, causing the deposition of weak mortar at the surface, shall be avoided.
- L. The concrete shall be thoroughly rodded and tamped about embedded materials so as to secure perfect adhesion and prevent leakage. Care shall be taken to prevent the displacement of such materials during concreting.

3.08 BONDING CONCRETE AT CONSTRUCTION JOINTS

- A. In order to secure full bond at construction joints, the surface of the concrete previously placed (including vertical, inclined, and substantially horizontal areas) shall be thoroughly cleaned of foreign materials and laitance, if any, and then roughened.
- B. The previously placed concrete at the joint shall be saturated with clean water and kept thoroughly wet overnight, after which all pools shall be removed. After free or glistening water disappears, the concrete shall be given a thorough coating of neat cement mixed to a suitable consistency. The coating shall be 1/8-inch thick on vertical surfaces and 1/4-inch thick on horizontal surfaces, and shall be well scrubbed in by means of stiff bristle brushes wherever possible. New concrete shall be deposited before the neat cement dries.

3.09 CURING AND PROTECTION

- A. All concrete, particularly slabs and including finished surfaces, shall be treated immediately after concreting or cement finishing is completed, to provide continuous moist curing for at least seven days, regardless of the adjacent air temperature. Walls and vertical surfaces may be covered with continuously saturated burlap, or kept moist by other acceptable means. Horizontal surfaces, slab, etc., shall be ponded to a depth of ½-inch wherever practicable, or kept continuously wet by the use of lawn sprinklers, a complete covering of continuously saturated burlap, or by other acceptable means.
- B. For at least seven (7) days after having been placed, all concrete shall be so protected that the temperature at the surface will not fall below 45 degrees F.
 - 1. No manure, salt, or other chemicals shall be used for protection.
 - 2. Wherever practicable, finished slabs shall be protected from the direct rays of the sun to prevent checking and crazing.

3.10 TRIMMING AND REPAIRS

- A. The Contractor shall use suitable forms, mixture of concrete, and workmanship so that concrete surfaces, when exposed, will require no patching.
- B. As soon as the forms have been stripped and the concrete surfaces exposed, fins and other projections shall be removed, recesses left by the removal of form ties shall be filled, and surface defects which do not impair structural strength shall be repaired.
- C. Defective concrete shall be cut perpendicular to the surface until sound concrete is reached, but less than 1 inch deep. The remaining concrete shall be thoroughly roughened and cleaned. Concrete around the cavity or the form-tie recess shall be thoroughly wetted and promptly painted with a 1/16-inch brush coat of neat cement mixed to the consistency of lead paint. The hole shall then be filled with mortar.
 - 1. Mortar shall be 1:1-1/2 cement and sand mix with sufficient white cement, or fine limestone screenings in lieu of sand, to produce a surface matching the adjoining work. Cement and sand shall be from the same sources as in the parent concrete.
 - 2. For filling form-tie recesses, the mortar shall be mixed slightly damp to the touch (just short of "balling"), hammered into the recess until it is dense and an excess of paste appears on the surface, and then troweled smooth. Mortar in patches shall be applied so that after partial set it can be compressed and rubbed to produce a finish flush and uniform in texture with the adjoining work. All patches shall be warm-moist cured as above specified.
- D. The use of mortar patching as above specified shall be confined to the repair of small defects in relatively green concrete. If substantial repairs are required, the defective portions shall be cut out to sound concrete and the masonry replaced by means of a cement gun, or the masonry shall be taken down and rebuilt, all as the Engineer may decide or direct.

3.11 SURFACE FINISH

- A. Fins and irregularities on formed surfaces to receive no other finish shall be smoothed.
- B. The top of concrete on which other concrete or unit masonry will later be placed shall be struck off true at the surface indicated on the Drawings or as permitted by the Engineer, as the concrete is being placed. As soon thereafter as the condition of the concrete permits and before it has hardened appreciably (normally within 2 hours after being deposited), all water, scum, laitance, and loose aggregate shall be removed from the surface by means of wire or bristle brooms in such a manner as to leave the coarse aggregate slightly exposed and the surface clean.
- C. Concrete surfaces shall be finished as follows, except as otherwise required by various sections of the Specifications or shown on the Drawings.
 - 1. Wood-float finish shall be given to all top, substantially horizontal, exposed surfaces.
 - 2. Burlap-rubbed finish shall be given to all interior and exterior surfaces placed against forms which will be exposed to view on completion of the work. (Finish shall be to one foot below ground and below normal liquid surface elevations).
 - 3. All surfaces shaped without forms and over which liquids will flow shall be given a steel-trowel finish.
 - 4. Concrete surfaces to which roof insulation or roofing are to be applied shall be finished sufficiently smooth to receive the roofing material, as obtained by steel trowel or very smooth wood-float finish.

3.12 METHOD OF FINISHING

- A. Broomed Finish: Surfaces to be given broomed finish shall first be given a steel-trowel finish. Immediately after troweling, the surface shall be lightly brushed in one direction with a hair broom to produce a nonslip surface of uniformly good appearance.
- B. Wood-float Finish:
 - 1. Surfaces to be given a wood-float finish shall be finished by tamping with special tools to force aggregates away from the surface, and screeding with straight edges to bring the surface to the required line.
 - 2. As soon after the condition of concrete permits and before it has hardened appreciably, all water, film, and foreign material which may work to the surface shall be removed. Rough finishing shall be done with straight edges and derbies. Machine floating if used, shall not be started until the surface will support the float adequately without digging in and bringing excess fines to the surface. At such time, a minimum of machine and hand floating with a wood float shall be employed to bring the finish to a true and uniform surface with no coarse aggregate visible.
 - 3. Under no circumstances will sprinkling with water or dusting with cement be permitted during finishing of the slab.

C. Steel Trowel Finish: Surfaces to be given a steel-trowel finish shall first be given a wood-float finish. This shall be followed by hand troweling with steel trowels to bring the surface to a uniform, smooth, hard, impervious surface free from marks and blemishes. Troweling shall not be started until all water has disappeared from the surface. Over-troweling shall be avoided. Dusting with dry cement or other mixtures or sprinkling with water will not be permitted in finishing.

D. Burlap Rubbed Finish:

1. Immediately after the forms have been stripped and before the concrete has changed in color, all fins and other projections shall be carefully removed by use of a hammer or other suitable means, and imperfections shall be repaired as hereinbefore specified under "Trimming and Repairs". While the surface is still damp, a thin coat of cement slurry of medium consistency shall be applied by means of bristle brushes to provide a bonding coat within pits and minor blemishes in the parent concrete: the coating of large areas of the surface with this slurry shall be avoided.
2. Before the slurry has dried or changed color, a dry (almost crumbly) grout composed of 1 volume of cement to 1-1/2 volumes of masonry sand shall be applied. The sand shall have a fineness modulus of approximately 2.25 and comply with the gradation requirements of the ASTM Standard Specifications for Aggregate for Masonry Mortar, Designation C 144-76.
3. The grout shall be uniformly applied by means of damp (neither dripping wet nor dry) pads of burlap of convenient size (approximately 6 inches square) and shall be allowed to harden for one to two hours, depending on the weather. In hot, dry weather the surface shall be kept damp by means of a fine fog spray during the hardening period.
4. When the grout has hardened sufficiently, but before it becomes so hard as to be difficult to remove, excess grout shall be scraped from the surface of the parent concrete by the edge of a steel trowel, without removing the grout from the imperfections. Thereafter, the surface shall be allowed to dry thoroughly and then be rubbed vigorously with burlap to remove all dried grout so that no visible film remains on the surface after the rubbing. The entire cleaning operation for any area shall be so planned that sufficient time is allowed for the grout to dry and be rubbed after it has been cut with the trowel.
5. On the day following the grouting and burlap rubbing, the concrete surface shall again be rubbed clean with dry burlap to remove inadvertent dust. If any built-up film remains on the parent surface, it shall be removed by being rubbed with a fine abrasive stone without breaking through the surface film of the original concrete. Such rubbing shall be light and sufficient only to remove excess material without working up a lather of mortar or changing the texture of the concrete. Following the final rubbing with burlap or abrasive stone, the surface shall be thoroughly washed with stiff bristle brushes (worked only along parallel lines) to remove extraneous materials from the surface. The surface shall then be sprayed with a fine fog spray to maintain a continually damp condition for at least three (3) days after application of the grout.
6. When the burlap-rubbed finish has been completed, the concrete surface shall be smooth, free from discolorations and stains, and of uniformly good appearance.

3.13 HOT WEATHER CONDITIONS

Placing of concrete under conditions of high temperature, low humidity or wind shall be done in accordance with the American Concrete Institute "Hot Weather Conditions" (latest edition).

3.14 COLD WEATHER CONDITIONS

Cold weather concreting procedures precautions shall conform with American Concrete Institute "Cold Weather Concreting" (latest edition).

END OF SECTION 03300