



LEXINGTON

Bid 130-2020 Addendum 2 Tennis Technology Supplier Response

Event Information

Number: Bid 130-2020 Addendum 2
Title: Parks Construction Unit Price Contract
Type: Competitive Bid
Issue Date: 12/10/2020
Deadline: 12/30/2020 02:00 PM (ET)
Notes: ONLY ONLINE BIDS WILL BE ACCEPTED. ATTACH ALL DOCUMENTS IN THE RESPONSE ATTACHMENTS TAB, INCLUDING EXCEL SPREADSHEET WITH PRICING.

Contact Information

Contact: Kristie Thomas
Address: Central Purchasing
Government Center Building
Room 338
200 East Main Street
Lexington, KY 40507
Phone: (859) 2583320
Fax: (859) 2583322
Email: kthomas@lexingtonky.gov

Tennis Technology Information

Contact: Tennis Technology Inc
Address: P O Box 19709
5510 Poplar Park Blvd
Louisville
Louisville, KY 40259
Phone: (502) 969-8861
Fax: (502) 969-8871
Email: tenntech@bellsouth.net

ONLY ONLINE BIDS WILL BE ACCEPTED! By submitting your response, you certify that you are authorized to represent and bind your company and that you agree to all bid terms and conditions as stated in the attached bid/RFP/RFQ/Quote/Auction documents.

Jesse Henderson

Signature

Submitted at 12/30/2020 8:40:33 AM

jesse.henderson@tenn-tech.com

Email

Response Attachments

130-2020_Contract_Documents_and_Specs_Completed.pdf

Contract documents including signed addendums (at the end).

130-2020_UPC_BID_SCHEDULE_ELECTRONIC_FORMrv12.22.2020.xlsx

Excel Unit Price List

130-2020_Addendum_1.pdf

Addendum 1

130-2020_Addendum_2 copy.pdf

Addendum 2

130-2020_UPC_BID_SCHEDULE_ELECTRONIC_Printed.pdf

Printed Excel Sheet



ADDENDUM #1

Bid Number: **#130-2020**

Date: December 16, 2020

Subject: **Parks Construction Unit Price Contract**

Address inquiries to:
Kristie Thomas
(859) 258-3320

TO ALL PROSPECTIVE SUBMITTERS:

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

Excel Spreadsheet has been corrected and attached with new file name 130-2020 UPC BID SCHEDULE ELECTRONIC FORMrv12.16.2020.

Lonwave Questions:

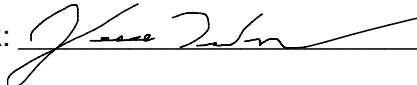
1. I know this has been bid before is it possible to post the last bid tab? **Answer:** Yes. Bid tabulation attached below.
2. Have you bid this type of project before? If so, can you post the bid results? **Answer:** Yes. Bid tabulation attached below.

Todd Slatin, Director
Division of Central Purchasing

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

COMPANY NAME: Tennis Technology Inc

ADDRESS: 5510 Poplar Park Blvd. Louisville KY 40228

SIGNATURE OF BIDDER:  _____



BID FOR: Construction Unit Price Contract for Parks & Recreation DATE March 16, 2016

NO	VENDOR	BB	Date/Time	Init	NO	VENDOR	BB	Date/Time	Init
1	ZKB Services, LLC				5	Tennis Technology, Inc			
2	Green & Fryman LLC				6	Sensabaugh Design & Construction			
3	G&G Paving & Construction				7	Rio Grande Fence Company			
4	Bluegrass Contracting Corp.				8	Myers Fencing			
ARTICLE	1	2	3	4	5	6	7	8	
Bit pavement for athletic courts Base	NB	Non-Responsive	85.00	127.00	105.00	120.00	177.00	NB	
Bit pavement for athletic courts Surface	NB		100.00	132.00	110.00	130.00	185.00	NB	
Bit pavement w. aramid fib ath crts Base	NB		95.00	152.00	122.00	NB	195.00	NB	
Bit pavement w. aramid fib ath crts Surf	NB		110.00	154.00	125.00	NB	195.00	NB	
Bit pavement milling athletic courts	NB		50.00	65.00	29.50	50.00	95.00	NB	
Dense grade aggregate placed Base	NB		22.00	30.00	21.00	24.00	95.25	NB	
Bituminous pavement Crack repair	NB		2.00	26.00	19.75	1.75	40.00	NB	
Bituminous pavement Crack filler	NB		0.50	1.95	1.00	1.50	3.25	NB	
Court color coating	NB		12.00	6.20	4.30	14.50	NB	NB	
Court striping	NB		1.25	1.30	0.85	2.50	NB	NB	
Athletic court fencing coated 8'	NB		NB	42.25	NB	48.40	32.50	32.00	
Athletic court fencing coated 10'	NB		NB	47.45	37.50	55.12	36.50	36.00	
Athletic court fencing coated 12'	NB		NB	57.85	NB	66.90	44.50	39.00	
Athletic court fencing galvanized 8'	NB		NB	35.75	NB	35.20	27.50	28.00	
Athletic court fencing galvanized 10'	NB		NB	42.25	35.00	41.80	32.50	32.00	
Athletic court fencing galvanized 12'	NB		NB	50.00	NB	48.75	38.50	35.00	
Asphalt sealing	NB		1.25	1.75	NB	1.25	NB	NB	
Parking lot striping	NB		0.50	1.00	NB	1.50	NB	NB	



ADDENDUM #2

Bid Number: **#130-2020**

Date: December 22, 2020

Subject: **Parks Construction Unit Price Contract**

Address inquiries to:
Kristie Thomas
(859) 258-3320

TO ALL PROSPECTIVE SUBMITTERS:

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

1. Excel Spreadsheet has been updated to include a line item for Athletic court patch and level surface and is attached in Ionwave with new file name 130-2020 UPC BID SCHEDULE ELECTRONIC FORMrv12.22.2020.
2. As per additional line item above, updated Part III, 4. BID SCHEDULE – SCHEDULE OF VALUES, pages P-6 through P-7 attached.
3. Technical Specifications Section 2, Part 2 – Application should read:
 - A. Application shall proceed only if the surface is dry and clean and the temperature is at least fifty degrees (50°F) and rising, and the surface temperature is not in excess of one hundred forty degrees (140°F). Do not apply coatings when rain is imminent.
 - B. New asphalt pavement shall cure for 14 days and new concrete shall cure for 28 days prior to application of any surfacing materials.
 - C. The Latex-ite®Acrylic Resurfacer or approved equal is applied in one or two separate applications and is accomplished by use of a 24" to 48" long, flexible, 50 to 70 durometer rubber squeegee of good quality and in good condition. The first coat will be applied in a perpendicular direction to the playing net. The second coat and finish coat will be applied parallel with the playing net. Each application must thoroughly dehydrate before application of succeeding coat. The entire surface shall be checked for ridges and imperfections after each filler coat and scraped smooth and cleaned of all loose debris. Care must be taken to insure a smooth and uniform texture, free from ridges and tool marks.. Coverage rate will vary depending on surface porosity. Design mix based on manufacturer's recommendation and the existing court conditions. Latex-ite acrylic resurfacer or approved equal should be mixed thoroughly to insure uniform consistency.
 - D. The Latex-ite®Acrylic Color System or approved equal is applied in three separate applications and is accomplished by use of a 24" to 48" long, flexible, 50 to 70 durometer rubber squeegee of good quality and in good condition. The first two coats are filler



coats. The first coat will be applied in a perpendicular direction to the playing net. The second coat and finish coat will be applied parallel with the playing net. Each application must thoroughly dehydrate before application of succeeding coat. The entire surface shall be checked for ridges and imperfections after each filler coat and scraped smooth and cleaned of all loose debris. Care must be taken to insure a smooth and uniform texture, free from ridges and tool marks, as the final coat is not to be scraped.

E. Color as specified.

4. Technical Specifications Section 2, Part 3 – Playing Lines, A should read:

Line paint shall be 100 % acrylic paint for marking game lines on tennis courts, basketball courts and other recreational areas. A primer coat shall be applied on all new construction. Playing lines to be two inches (2") wide conforming to the plans and shall be accurately located, marked and painted with 2 coats of line paint. Paint color is White. To assure crisp lines, it is advisable to use tape to mask lines. Remove tape as soon as line paint has dried. Allow each coat of material to dry thoroughly before applying successive coats. Twenty-four (24) hours' drying time shall be allowed before recreational use.




Todd Slatin, Director
Division of Central Purchasing

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

COMPANY NAME: Tennis Technology Inc

ADDRESS: 5510 Poplar Park Blvd. Louisville KY 40228

SIGNATURE OF BIDDER: 



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.

In addition to completing the following schedule of values, Bidders shall enter their unit prices on the attached Excel spreadsheet (Available through the LFUCG Ion Wave Procurement website), titled *130-2020 UPC BID SCHEDULE ELECTRONIC FORMrv12.20.2020.xls*, and submit it through Ion Wave.

The Bidder is not required to bid on every item listed in the bid schedule. In instances where the Bidder chooses not to bid on a specific item, the Bidder shall enter the phrase “no bid” in the unit price column for that respective item. However, Bidders are cautioned that failure to submit a unit bid price on an item will disqualify the Bidder from any project requiring that item, even if they have submitted unit bid prices for all other work items pertaining to that particular project.

BIDDERS MUST COMPLETE THE EXCEL SPREADSHEET AVAILABLE ON THE LFUCG IONWAVE PROCUREMENT SITE at <https://lexingtonky.ionwave.net/Login.aspx> AND SUBMIT EXCEL SPREADSHEET, AS WELL AS, PRINTED AND SIGNED COPY OF SPREADSHEET VIA THE RESPONSE ATTACHMENTS TAB.

#	ITEM	UNIT
1	Bituminous pavement for athletic courts: Base	TN
2	Bituminous pavement for athletic courts: Surface	TN
3	Bituminous pavement for athletic courts reinforced with aramid fibers: Base	TN
4	Bituminous pavement for athletic courts reinforced with aramid fibers: Surface	TN
5	Bituminous pavement milling for athletic courts	TN
6	Bituminous pavement crack filler	LF
7	Bituminous pavement full depth crack repair	LF
8	Athletic court color coating	SY
9	Athletic court patch and level surface	SY
10	Athletic court striping	LF
11	Asphalt sealing	SY
12	Parking lot striping	LF
13	Chain link fencing; vinyl coated: 6 ft.	LF
14	Chain link fencing; vinyl coated: 8 ft.	LF
15	Chain link fencing; vinyl coated: 10 ft.	LF
16	Chain link fencing; vinyl coated: 12 ft.	LF
17	Chain link fencing; galvanized; 6 ft.	LF
18	Chain link fencing; galvanized: 8 ft.	LF
19	Chain link fencing; galvanized: 10 ft.	LF
20	Chain link fencing;; galvanized: 12 ft.	LF
21	4 board wood fence	LF
22	Dense grade aggregate placed base	TN

23	No. 2 stone	TN
24	No. 9 stone	TN
25	No. 57 stone	TN
26	Concrete sidewalk	SY
27	Finished Concrete	CY
28	Concrete pavement; 4 in. depth	SY
29	Concrete pavement; 6 in. depth	SY
30	Concrete pavement; 8 in. depth	SY
31	Playground header curb installation	LF
32	Topsoil	CY
33	Excavation	CY
34	Embankment	CY
35	Finish grading	CY
36	Laser grading	CY
37	Standard staked silt fence-installed	LF
38	Wire back silt fence-installed	LF
39	Seeding & protection; General (standard seed mix)	SY
40	Seeding & protection: Athletic Field (special seed mix)	SY
41	Sod: provide & installation	SF
42	Site amenity install; trash can	EA
43	Site amenity install; standard bench	EA
44	Site amenity install: covered single bench	EA
45	Site amenity install: covered double bench	EA
46	Site amenity install: square picnic table	EA
47	Site amenity install: covered square picnic table	EA
48	Site amenity installation: 6 ft. rectangle picnic table	EA
49	Site amenity installation: 8 ft. rectangle handicap picnic table	EA
50	Site amenity installation: covered 6 ft. rectangle picnic table	EA
51	Single block masonry retention wall	SF
52	Supply and install ADA parking sign	EA
53	Solid drain pipe	LF
54	4 in. HDPE perforated pipe	LF
55	6 in. HDPE perforated pipe	LF
56	Jackhammer with operator	HR
57	Skid steer loader with operator	HR
58	Backhoe (small) with operator	HR
59	Roller/compactor with operator	HR
60	Grader with operator	HR
61	Dump truck (single axle) with driver	HR
62	Dump truck (tri-axle) with driver	HR

Payment and Performance Bond cost for projects over \$50,000.00 (<i>See Special Conditions Section 4</i>). Enter % of total project cost	%
Minimum total project for consideration (<i>See Special Conditions Section 2</i>) Enter Dollar amount	\$
Unspecified incidental materials at cost plus 15%. Check if interested	<input type="checkbox"/>
Unspecified incidental labor at direct wages plus certified overhead plus 15%. Check if interested	<input type="checkbox"/>



LEXINGTON

CONTRACT DOCUMENTS

AND

SPECIFICATIONS

DIVISION OF PARKS & RECREATION

FOR

**PARKS CONSTRUCTION
UNIT PRICE CONTRACT**

Bid No. 130-2020

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PART 1

ADVERTISEMENT FOR BIDS

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ADVERTISEMENT FOR BIDS

1. INVITATION

Sealed proposals for the following work will be received by the Lexington-Fayette Urban County Government (LFUCG) via Ionwave until 2:00 p.m., local time, **December 30, 2020**, for furnishing all labor and/or materials and performing all work as set forth by this advertisement, conditions (general and special), IonWave Q&A, specifications, and/or the drawings prepared by Lexington-Fayette Urban County Government, Division of Parks & Recreation. Immediately following the scheduled closing time for reception of bids, all proposals which have been submitted in accordance with the above will be opened electronically and tabulation spreadsheet will be available on Ionwave.

Due to the current environment and recommendations for social distancing, LFUCG will only be accepting bids on-line through Ion Wave for this solicitation. All forms normally provided with bid submission should be downloaded from Ion Wave, filled out, notarized if required* and attached with bid submission, including Excel spreadsheet of unit prices. THESE INSTRUCTIONS SUPERCEDE ALL OTHER BID SUBMISSION INSTRUCTIONS PROVIDED IN THIS PACKAGE. PLEASE SUBMIT ALL QUESTIONS VIA THE Q&A MODULE ON ION WAVE.

2. DESCRIPTION OF WORK

Consisting of the construction and/or furnishing of items as listed in the Bid Schedule beginning on page P-6, Part III, Form of Proposal, of this document, for the Parks Construction Unit Price Contract, Lexington-Fayette County, Kentucky.

3. OBTAINING PLANS, SPECIFICATIONS, AND BID DOCUMENTS

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

<https://lexingtonky.ionwave.net>

4. METHOD OF RECEIVING BIDS

Bids will be received from Prime Contracting firms on a **Line Item Unit Price basis**. The Bidder is not required to bid on every item listed on Bid Schedule. Bids shall be submitted in the manner and subject to the conditions as set forth and described in the Information for Bidders, Form of Proposal, General Conditions, and Special Conditions.

Bids will only be accepted via Ion Wave.

5. METHOD OF AWARD

All qualified responsible bidders will be included in the overall award. Individual projects utilizing the prices of this contract will generally be offered to the lowest bidder able to provide all work elements of the project. It is anticipated that a Project Contract will be awarded to the lowest, qualified responsible bidder for the total Project area, according to the alternative(s) selected by the OWNER.

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

No bid security is required at the time of submission.

8. SUBMISSION OF BIDS

CONTRACTORS shall submit their bids via Ionwave not later than 2:00 p.m. local time, **December 30, 2020**. Bids will remain sealed until 2:00 p.m. local time **December 30, 2020**, the official Bid closure time. Bids cannot be submitted after the scheduled closing time for receipt of bids.

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 with their bid the following items to the Lexington-Fayette Urban County Government:

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

Failure to submit these items 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 MWDBE and Veteran Goals

Notice of requirement for Affirmative Action to ensure Equal Employment Opportunities and Disadvantaged Business Enterprises (DBE) Contract participation. Disadvantaged Business Enterprises (DBE) consists of Minority-Owned Business Enterprises (MBE) and Woman-Owned Business Enterprises (WBE).

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, which is made up of MBEs and WBEs, and set a goal that not less than three percent (3%) of the total value of this Contract be subcontracted to Veteran-Owned Small Businesses. The goals for the utilization of Disadvantaged Business Enterprises and Veteran-Owned Small Businesses as subcontractors are recommended goals. Contractor(s) who fail to meet such goals will be expected to provide written explanations to the Director of the Division of Purchasing of efforts they have made to accomplish the recommended goal, and the extent to which they are successful in accomplishing the recommended goal will be a consideration in the procurement process. Depending on the funding source, other DBE goals may apply.

For assistance in locating Disadvantaged Business Enterprise and Veteran-Owned Small Businesses as Subcontractors contact:

Sherita Miller, Division of Central Purchasing
Lexington-Fayette Urban County Government
200 East Main Street, 3rd Floor, Room 338
Lexington, Kentucky 40507
859-258-3323, smiller@lexingtonky.gov

END OF SECTION

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 via Ionwave, at the time and in the manner set forth in the Advertisement for Bids. The OWNER may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all bids. Any bid may be withdrawn prior to the scheduled time for the opening of bids or authorized postponement thereof. No bid shall be 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 delivered as indicated above.

2. PREPARATION OF BID

The bid must be submitted electronically through Ionwave in portable document format(pdf) and include all pages requiring signature or bidder information. The bid schedule must be submitted in Excel.

3. SUBCONTRACTS

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

4. QUALIFICATION OF BIDDER

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

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

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

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

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

5. BID SECURITY

No bid security is required.

6. LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO CONTRACT

Not applicable.

7. TIME OF COMPLETION AND LIQUIDATED DAMAGES

Bidder must agree to commence work on or before a mutually-agreed date to be specified in a written "Notice to Proceed" from the OWNER and to fully complete the Project within the time as specified in the Contract. Bidder must agree also to pay \$250 per day as liquidated damages, or the sum as specified by the Section 108, KDOH Standard Specifications, current edition, 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 Consultant of all conflicts, errors or discrepancies in the Contract Documents.

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

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

9. ADDENDA AND INTERPRETATIONS

No interpretation of the meaning of the Contract Documents will be made to any bidder orally. Every request for such interpretation should be in writing addressed to Central Purchasing, who in turn will have an Addendum issued for the Lexington-Fayette Urban County Government, and to be given consideration must be received prior to the Q&A deadline. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications. Acknowledgement of the receipt of addenda must be included with all submitted bids. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the Contract Documents.

10. SECURITY FOR FAITHFUL PERFORMANCE

- A. Simultaneously with his delivery of the executed Contracts, the CONTRACTOR shall furnish a surety bond or bonds as security for the faithful performance of this Contract and for payment of all persons performing labor on the Project under this Contract and furnishing materials in connection with this Contract, as specified in the General Conditions. The surety on such bond or bonds shall be a duly authorized surety company satisfactory to the OWNER and authorized to do business in the Commonwealth of Kentucky.
- B. All bonds required by this Contract and laws of this State shall be placed with agents licensed in the State of Kentucky. When the premium is paid for such 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). Each document will be for 100% of the Contract Bid Amount.**

11. POWER OF ATTORNEY

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

12. TAXES AND WORKMEN'S COMPENSATION

The CONTRACTOR and subcontractor will be required to accept liability for payment of all payroll taxes, sales and use tax, and all other taxes or deductions required by local, state or federal law, 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.

13. LAWS AND REGULATIONS

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

14. EROSION AND SEDIMENT CONTROL AND PERMITS

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

15. PREVAILING WAGE LAW AND MINIMUM HOURLY RATES

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

16. AFFIRMATIVE ACTION PLAN

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

1. Affirmative Action Plan of the firm

2. Current Work Force Analysis Form
3. Good Faith Effort Documentation
4. List of Disadvantaged Business Enterprise Subcontractors and the Dollar Value of each Subcontract

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

All submissions should be directed to:

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

17. CONTRACT TIME

Unit Price Contract (UPC) is anticipated to be in effect for two years. For individual projects undertaken under this UPC, the time to completion for each project will be agreed upon between the OWNER and the CONTRACTOR and reflected in the Notice to Proceed.

18. SUBSTITUTE OR "OR-EQUAL" ITEMS

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

19. ALTERNATE BIDS

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

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

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

20. SIGNING OF AGREEMENT

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

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

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

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

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

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

B. Bid Bond Assistance for MWDBE(s)

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

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

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

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

D. MWDBE and Veteran Subcontractors

The LFUCG will, upon request, assist prime contractors in the procurement of eligible DBE subcontractors in an effort to achieve a 10% minimum MWDBE and a 3% minimum Veteran goal.

For a list of eligible subcontractors, please contact:

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

22. LFUCG NON-APPROPRIATION CLAUSE

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

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

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

23. REQUIRED SUBMITTALS

The following must be submitted with your bid at **minimum** or your bid may be considered non-responsive and rejected:

- Part III
 - o Form of Proposal
 - o Legal Status of Bidder
 - o Bidder's Affidavit (must be signed and notarized)
 - o Bid Schedule (Excel Format)
 - o Statement of Bidder's Qualifications
 - o List of proposed subcontractors (excluding percentages)
 - o LFUCG MBE/WBE Participation Form (filled out as completely as possible)
 - o MBE/WBE Quote Summary Form (filled out as completely as possible)
 - o LFUCG Statement of Good Faith Efforts
 - o Authentication of Bid and Statement of Non-Collusion/Non-Conflict
 - o Statement of Experience
 - o EEO Agreement
 - o EEO Affirmative Action Policy
 - o Workforce Analysis Form
 - o Evidence of Insurability Form or Certificate of Insurance
 - o Debarred Firms Form
 - o Debarment Certification
 - o Printed Version of Excel Spreadsheet with Unit Prices

Note: Applicable to Unit Price Contract (UPC) bidding, the following forms, (some of which will be partially completed and submitted with the original bid), will be required in full when a specific project is Awarded:

- Part III –
 - o List of Proposed Subcontractors, (including percentages)
 - o LFUCG MBE/WBE Participation Form
 - o LFUCG MBE/WBE Substitution Form (if MBE/WBE is not listed on the original Participation Form)
 - o MBE/WBE Quote Summary Form
 - o LFUCG MBE/WBE Subcontractor Monthly Payment Report
 - o LFUCG Statement of Good Faith Efforts

END OF SECTION

PART III

FORM OF PROPOSAL

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PART III

Invitation to Bid No. 130-2020

Parks Construction Unit Price Contract

1. FORM OF PROPOSAL

Place: Lexington, Kentucky

Date: 12/29/20

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

This Proposal Submitted by Tennis Technology Inc.
5510 Poplar Park Blvd, Louisville KY 40228
(Name and Address of Bidding Contractor)

(Hereinafter called "Bidder"), organized and existing under the laws of the State of Kentucky, doing business as Tennis Technology, Inc.
"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 **Parks Construction Unit Price Contract** 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 agreed-to Purchase Order accepted under this Contract and to complete the Project(s) within the time provided by the Purchase Order. The Bidder hereby acknowledges receipt of the following addenda:

Addendum No. 1 Date 12/16/2020

Addendum No. 2 Date 12/22/2020

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 Tennis Technology Inc

Date 12/29/2020

* 1. A corporation duly organized and doing business under the laws of the State of Kentucky, for whom Jesse Henderson, bearing the official title of Vice 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)~~

N/A

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


N/A

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

3. **BIDDERS AFFIDAVIT**

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

1. His/her name is Jesse Henderson and he/she is the individual submitting the bid or is the authorized representative of Tennis Technology 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)

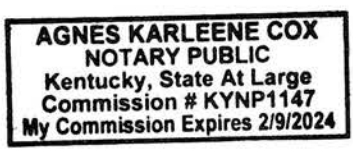
STATE OF Kentucky
 COUNTY OF Jefferson

The foregoing instrument was subscribed, sworn to and acknowledged before me by
Jesse Henderson on this the 30th day of December, 2020.

My Commission expires: February 9, 2024



 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.

In addition to completing the following schedule of values, Bidders shall enter their unit prices on the attached Excel spreadsheet (Available through the LFUCG Ion Wave Procurement website), titled *130-2020 UPC BID SCHEDULE ELECTRONIC FORM.xls*, and submit it through Ion Wave.

The Bidder is not required to bid on every item listed in the bid schedule. In instances where the Bidder chooses not to bid on a specific item, the Bidder shall enter the phrase “no bid” in the unit price column for that respective item. However, Bidders are cautioned that failure to submit a unit bid price on an item will disqualify the Bidder from any project requiring that item, even if they have submitted unit bid prices for all other work items pertaining to that particular project.

BIDDERS MUST COMPLETE THE EXCEL SPREADSHEET AVAILABLE ON THE LFUCG IONWAVE PROCUREMENT SITE at <https://lexingtonky.ionwave.net/Login.aspx> AND SUBMIT EXCEL SPREADSHEET, AS WELL AS, PRINTED AND SIGNED COPY OF SPREADSHEET VIA THE RESPONSE ATTACHMENTS TAB.

#	ITEM	UNIT
1	Bituminous pavement for athletic courts: Base	TN
2	Bituminous pavement for athletic courts: Surface	TN
3	Bituminous pavement for athletic courts reinforced with aramid fibers: Base	TN
4	Bituminous pavement for athletic courts reinforced with aramid fibers: Surface	TN
5	Bituminous pavement milling for athletic courts	TN
6	Bituminous pavement crack filler	LF
7	Bituminous pavement full depth crack repair	LF
8	Athletic court color coating	SY
9	Athletic court striping	LF
10	Asphalt sealing	SY
11	Parking lot striping	LF
12	Chain link fencing; vinyl coated: 6 ft.	LF
13	Chain link fencing; vinyl coated: 8 ft.	LF
14	Chain link fencing; vinyl coated: 10 ft.	LF
15	Chain link fencing; vinyl coated: 12 ft.	LF
16	Chain link fencing; galvanized; 6 ft.	LF
17	Chain link fencing; galvanized: 8 ft.	LF
18	Chain link fencing; galvanized: 10 ft.	LF
19	Chain link fencing; galvanized: 12 ft.	LF
20	4 board wood fence	LF
21	Dense grade aggregate placed base	TN
22	No. 2 stone	TN

23	No. 9 stone	TN
24	No. 57 stone	TN
25	Concrete sidewalk	SY
26	Finished Concrete	CY
27	Concrete pavement; 4 in. depth	SY
28	Concrete pavement; 6 in. depth	SY
29	Concrete pavement; 8 in. depth	SY
30	Playground header curb installation	LF
31	Topsoil	CY
32	Excavation	CY
33	Embankment	CY
34	Finish grading	CY
35	Laser grading	CY
36	Standard staked silt fence-installed	LF
37	Wire back silt fence-installed	LF
38	Seeding & protection; General (standard seed mix)	SY
39	Seeding & protection: Athletic Field (special seed mix)	SY
40	Sod: provide & installation	SF
41	Site amenity install; trash can	EA
42	Site amenity install; standard bench	EA
43	Site amenity install: covered single bench	EA
44	Site amenity install: covered double bench	EA
45	Site amenity install: square picnic table	EA
46	Site amenity install: covered square picnic table	EA
47	Site amenity installation: 6 ft. rectangle picnic table	EA
48	Site amenity installation: 8 ft. rectangle handicap picnic table	EA
49	Site amenity installation: covered 6 ft. rectangle picnic table	EA
50	Single block masonry retention wall	SF
51	Supply and install ADA parking sign	EA
52	Solid drain pipe	LF
53	4 in. HDPE perforated pipe	LF
54	6 in. HDPE perforated pipe	LF
55	Jackhammer with operator	HR
56	Skid steer loader with operator	HR
57	Backhoe (small) with operator	HR
58	Roller/compactor with operator	HR
59	Grader with operator	HR
60	Dump truck (single axle) with driver	HR
61	Dump truck (tri-axle) with driver	HR

Payment and Performance Bond cost for projects over \$50,000.00 (See <i>Special Conditions Section 4</i>). Enter % of total project cost	%
Minimum total project for consideration (See <i>Special Conditions Section 2</i>) Enter Dollar amount	\$
Unspecified incidental materials at cost plus 15%. Check if interested	
Unspecified incidental labor at direct wages plus certified overhead plus 15%. Check if interested	

Project: Parks Construction Unit Price Contract Bid# 130-2020
 Bid Date: 12/30/20

Contractor: Tennis Technology Inc

#	Spec Sec.	Item	Unit	Unit Price
1	1	Bituminous pavement for athletic courts: Base	TN	\$ 125.00
2	1	Bituminous pavement for athletic courts: Surface	TN	\$ 140.00
3	1	Bituminous pavement for athletic courts reinforced with aramid fibers: Base	TN	\$ 145.00
4	1	Bituminous pavement for athletic courts reinforced with aramid fibers: Surface	TN	\$ 155.00
5	1	Bituminous pavement milling for athletic courts	TN	\$ 50.00
6	2	Bituminous pavement crack filler	LF	\$ 4.00
7	2	Bituminous pavement full depth crack repair	LF	\$ 20.00
8	2	Athletic court color coating	SY	\$ 6.50
9	2	Athletic court patch and level surface	SY	\$ 0.50
10	2	Athletic court striping	LF	\$ 0.85
11	3	Asphalt sealing	SY	No Bid
12	3	Parking lot striping	LF	No Bid
13	5	Chain link fencing; galvanized; 6 ft.	LF	\$ 45.00
14	5	Chain link fencing; galvanized; 8 ft.	LF	\$ 48.00
15	5	Chain link fencing; galvanized; 10 ft.	LF	\$ 50.00
16	5	Chain link fencing; galvanized; 12 ft.	LF	\$ 52.00
17	4	Chain link fencing; vinyl coated; 6 ft.	LF	\$ 45.00
18	4	Chain link fencing; vinyl coated; 8 ft.	LF	\$ 45.00
19	4	Chain link fencing; vinyl coated; 10 ft.	LF	\$ 48.00
20	4	Chain link fencing; vinyl coated; 12 ft.	LF	\$ 50.00
21	6	4 board wood fence	LF	No Bid
22	7	Dense grade aggregate placed base	TN	\$ 35.00
23	7	No. 2 stone	TN	\$ 38.00
24	7	No. 9 stone	TN	\$ 38.00
25	7	No. 57 stone	TN	\$ 38.00
26	8	Concrete sidewalk	SY	No Bid
27	9	Finished Concrete	CY	No Bid
28	9	Concrete pavement; 4 in. depth	SY	No Bid
29	9	Concrete pavement; 6 in. depth	SY	No Bid
30	9	Concrete pavement; 8 in. depth	SY	No Bid
31	9	Playground header curb installation	LF	No Bid
32	10	Topsoil	CY	\$ 15.00
33	11	Excavation	CY	\$ 35.00
34	11	Embankment	CY	No Bid
35	12	Finish grading	CY	\$ 40.00
36	13	Laser grading	CY	\$ 30.00
37	14	Standard staked silt fence-installed	LF	\$ 2.50
38	14	Wire back silt fence-installed	LF	No Bid
39	15	Seeding & protection; General (standard seed mix)	SY	\$ 2.50
40	15	Seeding & protection: Athletic Field (special seed mix)	SY	No Bid
41	15	Sod: provide & installation	SY	No Bid
42	16	Site amenity install; trash/recycling receptacle	EA	\$ 50.00
43	16	Site amenity install; standard bench	EA	\$ 150.00
44	16	Site amenity install: covered single bench	EA	\$ 150.00
45	16	Site amenity install: covered double bench	EA	\$ 150.00
46	16	Site amenity install: square picnic table	EA	\$ 250.00
47	16	Site amenity install: covered square picnic table	EA	\$ 250.00
48	16	Site amenity installation: 6 ft. rectangle picnic table	EA	\$ 250.00
49	16	Site amenity installation: 8 ft. rectangle handicap picnic table	EA	\$ 250.00
50	16	Site amenity installation: covered 6 ft. rectangle picnic table	EA	\$ 250.00
51	17	Single block masonry retention wall	SF	\$ 40.00
52	18	Supply and install ADA parking sign	EA	\$ 450.00
53	19	Solid drain pipe	LF	\$ 12.00
54	19	4 in. HDPE perforated pipe	LF	\$ 9.00
55	19	6 in. HDPE perforated pipe	LF	\$ 15.00
56	20	Jackhammer with operator	HR	\$ 65.00
57	20	Skid steer loader with operator	HR	\$ 80.00
58	20	Backhoe (small) with operator	HR	\$ 90.00
59	20	Roller/compactor with operator	HR	\$ 80.00
60	20	Grader with operator	HR	\$ 100.00
61	20	Dump truck (single axle) with driver	HR	No Bid
62	20	Dump truck (tri-axle) with driver	HR	No Bid

Payment and Performance Bond Cost for Projects over \$50,000 (See Special Conditions, Section 6) - Up to 5% allowance for total construction cost	5.0%
Unspecified Incidental Materials at Cost Plus 15% - Check if Interested	<input checked="" type="checkbox"/>
Unspecified Incidental Labor at Direct Wages Plus Certified Overhead Plus 15% - Check if Interested	<input checked="" type="checkbox"/>
Minimum Total Project for Consideration (See Special Conditions, Section 3) - Enter dollar amount	\$ 600.00

Mobilization, Traffic Control, Construction Staking, and E&S Permitting will be paid on a sliding percentage scale for increments of the final price for Work, per the table below.

For example, if the final total of Bid Item Prices for the Work is \$24,000, Mobilization would be (\$10,000 X 15%) plus (\$10,000 X 10%) plus (\$4,000 X 5%) = \$2,700).

No additional compensation will be paid beyond a contract price of \$100,000. For example, the mobilization cost for a \$100,000 price of Work will be identical to that for a \$110,000 price of Work.

Applicability of Traffic Control, Construction Staking, and E&S Permitting will be agreed upon individually for each Purchase Order.

Table of Incremental Costs for Mobilization and Additional Services

Increment Price for Work	(a) Mobilization Cost %	(b) Traffic Control Cost %	(c) Construction Staking Cost %	(d) SWPP Etc. Cost %
\$0 - \$10,000	15.0	7.5	7.5	5.0
\$10,000 - \$20,000	10.0	4.5	4.5	0.5
\$20,000 - \$30,000	5.0	3.0	3.0	.05
\$30,000 - \$50,000	5.0	2.5	2.5	0.5
\$50,000 - \$75,000	5.0	2.5	2.5	0.5
\$75,000 - \$100,000	4.0	2.0	2.0	0.5

Submitted by:

Tennis Technology Inc

Firm

5510 Poplar Park Blvd.

Address

Louisville, KY 40228

City, State & Zip

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



Vice President

Signature of Authorized Company Representative – Title

Jesse Henderson

Representative/s Name (Typed or Printed)

502-969-8861

502-969-8871

Area Code – Phone – Extension

Fax #

Jesse.Henderson@tenn-tech.com

E-Mail Address

OFFICIAL ADDRESS:

Tennis Technology, Inc.

5510 Poplar Park Blvd

Louisville, KY 40228

(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: Tennis Technology Inc.
- 2. Permanent Place of Business: 5510 Poplar Park Blvd. Louisville, KY 40228
- 3. When Organized: 1979
- 4. Where Incorporated: Louisville Kentucky
- 5. Construction Plant and Equipment Available for this Project:
Shop, Grader, Backhoe, Skid Steers, Rollers, Dump Truck, Trucks


(Attach Separate Sheet If Necessary)

- 6. Financial Condition:

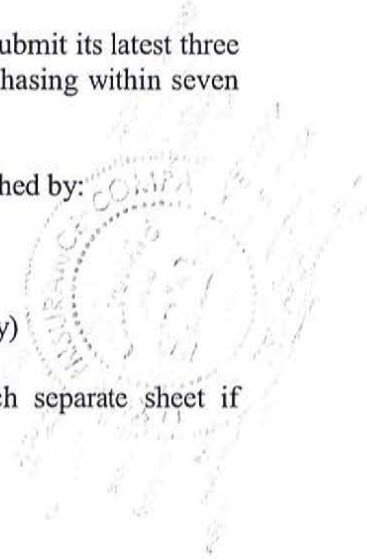
If specifically requested by the OWNER, the apparent low Bidder is required to submit its latest three (3) years audited financial statements to the OWNER'S Division of Central Purchasing within seven (7) calendar days following the bid opening.

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

Lexon Insurance Company (Surety)

Signed:  (Representative of Surety)
Amy Bowers, Attorney -In-Fact

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





POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS, that Endurance Assurance Corporation, a Delaware corporation, Endurance American Insurance Company, a Delaware corporation, Lexon Insurance Company, a Texas corporation, and/or Bond Safeguard Insurance Company, a South Dakota corporation, each, a "Company" and collectively, "Sompo International," do hereby constitute and appoint: Brook T. Smith, Raymond M. Hundley, Jason D. Cromwell, James H. Martin, Barbara Duncan, Sandra L. Fusinetti, Mark A. Guidry, Jill Kemp, Lynnette Long, Amy Bowers, Deborah Neichter, Theresa Pickerrell, Sheryon Quinn, Beth Frymire, Leigh McCarthy, Michael Dix, Susan Ritter, Ryan Britt as true and lawful Attorney(s)-In-Fact to make, execute, seal, and deliver for, and on its behalf as surety or co-surety; bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Company for any portion of the penal sum thereof in excess of the sum of One Hundred Million Dollars (\$100,000,000.00).

Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Company as fully and to the same extent as if signed by the President of the Company under its corporate seal attested by its Corporate Secretary.

This appointment is made under and by authority of certain resolutions adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019, a copy of which appears below under the heading entitled "Certificate".

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019 and said resolution has not since been revoked, amended or repealed:

RESOLVED, that the signature of an individual named above and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature or seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, each Company has caused this instrument to be signed by the following officers, and its corporate seal to be affixed this 15th day of June, 2019.

Endurance Assurance Corporation
By: *Richard M Appel*
Richard Appel; SVP & Senior Counsel

Endurance American Insurance Company
By: *Richard M Appel*
Richard Appel; SVP & Senior Counsel

Lexon Insurance Company
By: *Richard M Appel*
Richard Appel; SVP & Senior Counsel

Bond Safeguard Insurance Company
By: *Richard M Appel*
Richard Appel; SVP & Senior Counsel



ACKNOWLEDGEMENT

On this 15th day of June, 2019, before me, personally came the above signatories known to me, who being duly sworn, did depose and say that he/she is an officer of each of the Companies; and that he executed said instrument on behalf of each Company by authority of his office under the by-laws of each Company.

By: *Amy Taylor*
Amy Taylor, Notary Public - My Commission Expires 5/9/23



CERTIFICATE

I, the undersigned Officer of each Company, DO HEREBY CERTIFY that:

1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of each Company and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;
2. The following are resolutions which were adopted by the sole shareholder of each Company by unanimous written consent effective June 15, 2019 and said resolutions have not since been revoked, amended or modified:

*RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Company any and all bonds, undertakings or obligations in surety or co-surety with others: RICHARD M. APPEL, BRIAN J. BEGGS, CHRISTOPHER DONELAN, SHARON L. SIMS, CHRISTOPHER L. SPARRO, MARIANNE L. WILBERT

; and be it further

RESOLVED, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds, undertakings or obligations in surety or co-surety for and on behalf of the Company."

3. The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 30th day of December, 2020.

By: *Daniel S. Lurie*
Daniel S. Lurie, Secretary

NOTICE: U. S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL (OFAC)

No coverage is provided by this Notice nor can it be construed to replace any provisions of any surety bond or other surety coverage provided. This Notice provides information concerning possible impact on your surety coverage due to directives issued by OFAC. Please read this Notice carefully.

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous foreign agents, front organizations, terrorists, terrorist organizations, and narcotics traffickers as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's website - <https://www.treasury.gov/resource-center/sanctions/SDN-List>.

In accordance with OFAC regulations, if it is determined that you or any other person or entity claiming the benefits of any coverage has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, any coverage will be considered a blocked or frozen contract and all provisions of any coverage provided are immediately subject to OFAC. When a surety bond or other form of surety coverage is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments may also apply.

Any reproductions are void.

Surety Claims Submission: LexonClaimAdministration@sompo-intl.com

Telephone: 615-553-9500 Mailing Address: Sompo International; 12890 Lebanon Road; Mount Juliet, TN 37122-2870

<u>NAME</u>	<u>LOCATION</u>	<u>CONTRACT SUM</u>
Hounz Lane Pickleball	Hounz Lane, Lou KY	\$78,442
Des Pres Park Pickleball/ Futsal Courts	Des Pres Park, Lou Ky	\$92,144
Kirklevington Park Pickleball Courts	Kirklevington Park, Lex KY	\$23,800
Stuart Pepper Middle School Tennis Courts	Brandenburg, KY	\$192,750
University of Kentucky Tennis Courts Resurface	Lexington KY	\$60,907

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

<u>NAME</u>	<u>LOCATION</u>	<u>CONTRACT SUM</u>
None		

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>
Rusty Nunn	Construction Manager	30 years
Jose Lopez	Crew Leader	15 years
Todd Milliam	Crew Leader	25 Years

11. DBE Participation on current bonded projects under contract:

<u>SUBCONTRACTORS</u> <u>(LIST)</u>	<u>PROJECT</u> <u>(SPECIFIC TYPE)</u>	<u>DBE</u>	<u>% of WORK</u>
McGlone Construction	Asphalt Paving	NO	NA
Seven Seas Construction	Concrete	Yes	NA
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

(USE ADDITIONAL SHEETS IF NECESSARY)

12. We acknowledge that, if we are the apparent low Bidder, we may be required to submit to the OWNER within 7 calendar days following the Bid Opening, a sworn statement 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).

6. LIST OF PROPOSED SUBCONTRACTORS

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

<u>BRANCH OF WORK - LIST EACH MAJOR ITEM</u> Such as: Grading, bituminous paving, concrete, seeding and protection, construction staking, etc.	<u>SUBCONTRACTOR</u>	<u>DBE Yes/No</u>	<u>% of Work</u>
1. <u>Asphalt Paving</u>	Name: <u>McGlone Construction</u> <u>836 N College St</u> Address: <u>Harrodsburg, KY</u>	<u>No</u>	<u>NA</u>
2. _____	Name: _____ Address: _____	_____	_____
3. _____	Name: _____ Address: _____	_____	_____
4. _____	Name: _____ Address: _____	_____	_____

LIST OF PROPOSED MATERIALS/MANUFACTURER

MANUFACTURER'S REPRESENTATIVE FIRM

1. _____	Name: _____ Address: _____	_____	_____
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(Attach additional sheet(s) if necessary.)

7. **Lexington-Fayette Urban County Government** **MWDBE PARTICIPATION GOALS**

A. GENERAL

- 1) The LFUCG request all potential contractors to make a concerted effort to include Minority-Owned (MBE), Woman-Owned (WBE), Disadvantaged (DBE) Business Enterprises and Veteran-Owned Small Businesses (VOSB) 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, Woman-Owned and Disadvantaged Businesses on this contract.
- 3) **It is therefore a request of each Bidder to include in its bid, the same goal (10%) for MWDBE participation and other requirements as outlined in this section.**
- 4) The LFUCG has also established a 3% of total procurement costs as a Goal for participation for of Veteran-Owned Businesses.
- 5) **It is therefore a request of each Bidder to include in its bid, the same goal (3%) for Veteran-Owned 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 payments submitted to Minority-Owned, Woman-Owned or Veteran-Owned subcontractors and suppliers for work done or materials purchased for this contract. (See Subcontractor Monthly Payment Report)
- 2) Replacement of a Minority-Owned, Woman-Owned or Veteran-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 MWDBE Firm; this is subject to approval by the LFUCG. (See LFUCG MWDBE 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 MWDBE and Veteran-Owned 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, managed and controlled 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, managed and controlled by one or more women.

- 3) A Disadvantaged Business (DBE) is defined as a business which is certified as being at least 51% owned, managed and controlled by a person(s) that are economically and socially disadvantaged.
- 4) A Veteran-Owned Small Business (VOSB) is defined as a business which is certified as being at least 51% owned, managed and controlled by a veteran and/or a service disabled veteran.
- 5) Good Faith Efforts are efforts that, given all relevant circumstances, a bidder or proposer actively and aggressively seeking to meet the goals, can reasonably be expected to make. In evaluating good faith efforts made toward achieving the goals, whether the bidder or proposer has performed the efforts outlined in the Obligations of Bidder for Good Faith Efforts outlined in this document will be considered, along with any other relevant factors.

D. OBLIGATION OF BIDDER FOR GOOD FAITH EFFORTS

- 1) **The bidder shall make a Good Faith Effort to achieve the Participation Goal for MWDBE and Veteran-Owned 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 "MWDBE Participation Form". The applicable information must be completed and submitted as outlined below.
- 4) **Failure to submit this information as requested may be cause for rejection of bid or delay in contract award.**

E. DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS

- 1) Bidders reaching the Goal are required to submit only the MWDBE Participation Form." The form must be fully completed including names and telephone number of participating MWDBE 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 "MWDBE Participation Form", the "Quote Summary Form" and a written statement documenting their Good Faith Effort to do so. If bid includes no MWDBE and/or Veteran participation, bidder shall enter "None" on the subcontractor / supplier form). In addition, the bidder must submit written proof of their Good Faith Efforts to meet the Participation Goal:
 - a. Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow MWDBE firms and Veteran-Owned businesses to participate.
 - b. Included documentation of advertising in the above publications with the bidders good faith efforts package

- c. Attended LFUCG Central Purchasing Economic Inclusion Outreach event
- d. Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs and/or Veteran-Owned businesses of subcontracting opportunities
- e. Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms and Veteran-Owned businesses.
- f. Requested a list of MWDBE and/or Veteran subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).
- g. Contacted organizations that work with MWDBE companies for assistance in finding certified MWDBE firms and Veteran-Owned businesses to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.
- h. Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs and/or Veteran-Owned businesses soliciting their participation in the contract not less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.
- i. Followed up initial solicitations by contacting MWDBEs and Veteran-Owned Businesses to determine their level of interest.
- j. Provided the interested MWDBE firm and/or Veteran-Owned business with adequate and timely information about the plans, specifications, and requirements of the contract.
- k. Selected portions of the work to be performed by MWDBE firms and/or Veteran-Owned businesses in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE and Veteran participation, even when the prime contractor may otherwise perform these work items with its own workforce
- l. Negotiated in good faith with interested MWDBE firms and Veteran-Owned businesses 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.
- m. Included documentation of quotations received from interested MWDBE firms and Veteran-Owned businesses which were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.
- n. Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a MWDBE and/or Veteran-Owned business's quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE and Veteran goals.

- o. Made an effort to offer assistance to or refer interested MWDBE firms and Veteran-Owned businesses to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal
- p. Made efforts to expand the search for MWBE firms and Veteran-Owned businesses beyond the usual geographic boundaries.
- q. Other--any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE and Veteran participation.

Note: Failure to submit any of the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement which is subject to review by the MBE Liaison. Documentation of Good Faith Efforts must be submitted with the Bid, if the participation Goal is not met.



MINORITY BUSINESS ENTERPRISE PROGRAM

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

OUR MISSION: The mission of the Minority Business Enterprise Program 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 484-2017 – A Certified Minority, Women and Disadvantaged Business Enterprise ten percent (10%) minimum goal and a three (3%) minimum goal for Certified Veteran-Owned Small Businesses and Certified Service Disabled Veteran – Owned Businesses for government contracts.

The resolution states the following definitions shall be used for the purposes of reaching these goals (a full copy is available in Central Purchasing):

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

Certified Minority Business Enterprise (MBE) – a business in which at least fifty-one percent (51%) is owned, managed and controlled by an ethnic minority (i.e. African American, Asian American/Pacific Islander, Hispanic Islander, Native American/Native Alaskan Indian) as defined in federal law or regulation as it may be amended from time-to-time.

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

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

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

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

To comply with Resolution 484-2017, prime contractors and minority, women and veteran owned businesses must enroll in the new Diverse Business Management Compliance system, <https://lexingtonky.diversitycompliance.com/>

We have compiled the list below to help you locate certified MBE, WBE and DBE certified businesses. Below is a listing of contacts for LFUCG Certified MWDBEs and Veteran-Owned Small Businesses in (<https://lexingtonky.ionwave.net>)

Business	Contact	Email Address	Phone
LFUCG	Sherita Miller	smiller@lexingtonky.gov	859-258-3323
Commerce Lexington – Minority Business Development	Tyrone Tyra	ttyra@commercelexington.com	859-226-1625
Tri-State Minority Supplier Diversity Council	Susan Marston	smarston@tsmsdc.com	502-365-9762
Small Business Development Council	Shawn Rogers UK SBDC	shawn.rogers@uky.edu	859-257-7666
Community Ventures Corporation	Phyllis Alcorn	palcorn@cvky.org	859-231-0054
KY Transportation Cabinet (KYTC)	Melvin Bynes	Melvin.bynes2@ky.gov	502-564-3601
KYTC Pre-Qualification	Shella Eagle	Shella.Eagle@ky.gov	502-782-4815
Ohio River Valley Women’s Business Council (WBENC)	Sheila Mixon	smixon@orwbc.org	513-487-6537
Kentucky MWBE Certification Program	Yvette Smith, Kentucky Finance Cabinet	Yvette.Smith@ky.gov	502-564-8099
National Women Business Owner’s Council (NWBOC)	Janet Harris-Lange	janet@nwbo.org	800-675-5066
Small Business Administration	Robert Coffey	robertcoffey@sba.gov	502-582-5971
LaVoz de Kentucky	Andres Cruz	lavozekey@yahoo.com	859-621-2106
The Key News Journal	Patrice Muhammad	production@keynewsjournal.com	859-685-8488



LFUCG MWDBE PARTICIPATION FORM

Bid/RFP/Quote Reference # 130-2020

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

MWDBE Company, Name, Address, Phone, Email	MBE WBE or DBE	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1. Will Complete For Each Project				
2.				
3.				
4.				

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

Tennis Technology Inc
Company
12/29/2020
Date

Jesse Henderson
Company Representative
Vice President
Title



LFUCG MWDBE SUBSTITUTION FORM
Bid/RFP/Quote Reference # 130-2020

The substituted MWDBE and/or veteran subcontractors listed below have agreed to participate on this Bid/RFP/Quote. These substitutions were made prior to or after the job was in progress. These substitutions were made for reasons stated below and are now being submitted to 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 MWDBE Company Name, Address, Phone, Email	MWDBE 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. Will Complete	for Each Project				
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.

Tennis Technology Inc

Jesse Henderson

Company

Company Representative

12/29/2020

Vice President

Date

Title



MWDBE QUOTE SUMMARY FORM

Bid/RFP/Quote Reference # 130-2020

The undersigned acknowledges that the minority and/or veteran subcontractors listed on this form did submit a quote to participate on this project. Failure to submit this form may cause rejection of the bid.

Company Name Tennis Technology Inc	Contact Person Jesse Henderson
Address/Phone/Email 5510 Poplar Park Blvd. Louisville KY 40228 502-969-8861 jesse.henderson@tenn-tech.com	Bid Package / Bid Date Bid# 130-2020 12/30/2020

MWDBE Company Address	Contact Person	Contact Information (work phone, Email, cell)	Date Contacted	Services to be performed	Method of Communication (email, phone meeting, ad, event etc)	Total dollars \$\$ Do Not Leave Blank (Attach Documentation)	MBE * AA HA AS NA Female	Veteran
Will Complete for Each Project								

(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.

Tennis Technology Inc

Jesse Henderson

Company

Company Representative

12/29/2020

Vice President

Date

Title



LFUCG 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. The LFUCG also has a 3% goal plan adopted by cited council to increase the participation of veteran owned businesses in the procurement process. In order to measure that goal LFUCG will track spending with MWDBE and Veteran contractors 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 # 130-2020

Total Contract Amount Awarded to Prime Contractor for this Project NA

Project Name/ Contract # Unit Price Contract	Work Period/ From: NA To: NA
Company Name: Tennis Technology Inc	Address: 5510 Poplar Park Blvd. Louisville KY
Federal Tax ID: 61-0961668	Contact Person: Jesse Henderson

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
Will Complete for Each Project							

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.

Tennis Technology Inc

Company
12/29/2020

Date

Jesse Henderson

Company Representative

Vice President

Title

LFUCG STATEMENT OF GOOD FAITH EFFORTS

Bid/RFP/Quote # 130-2020

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

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

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

Attended LFUCG Central Purchasing Economic Inclusion Outreach event

Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs and/or Veteran-Owned Businesses of subcontracting opportunities

Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms and Veteran-Owned businesses

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

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

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

Followed up initial solicitations by contacting MWDBEs and Veteran-Owned businesses to determine their level of interest.

Provided the interested MWDBE firm and/or Veteran-Owned business with adequate and timely information about the plans, specifications, and requirements of the contract.

Selected portions of the work to be performed by MWDBE firms and/or Veteran-Owned businesses in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE and Veteran participation, even when the prime contractor may otherwise perform these work

items with its own workforce

Negotiated in good faith with interested MWDBE firms and Veteran-Owned businesses not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.

Included documentation of quotations received from interested MWDBE firms and Veteran-Owned businesses which were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.

Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a MWDBE and/or Veteran-Owned business's quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE and Veteran goals.

Made an effort to offer assistance to or refer interested MWDBE firms and Veteran-Owned businesses to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal

Made efforts to expand the search for MWBE firms and Veteran-Owned businesses beyond the usual geographic boundaries.

Other--any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE and **Veteran participation.**

NOTE: Failure to submit any of the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement which is subject to approval by the MBE Liaison. Documentation of Good Faith Efforts must be submitted with the Bid, if the participation Goal is not met.

Will complete for each project. Jesse Henderson 12/29/2020

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

Tennis Technology Inc

Company

Date 12/29/2020

Jesse Henderson

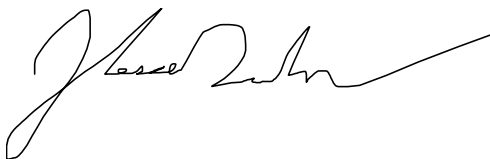
Company Representative

Title Vice President

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

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

1. That I am the Bidder (if the Bidder is an individual), a partner of the Bidder (if the Bidder is a partnership), or an officer or employee of the bidding corporation having authority to sign on its behalf (if the Bidder is a corporation);
2. That the attached bid has been arrived at by the Bidder independently, and has been submitted without collusion with, and without any agreement, understanding or planned common course of action, with any other contractor, vendor of materials, supplies, equipment or services described in the Invitation to Bid, designed to limit independent bidding or competition;
3. That the contents of the bid or bids have not been communicated by the Bidder or its employees or agents to any person not an employee or agent of the Bidder or its surety on any bond furnished, with the bid or bids, and will not be communicated to any such person, prior to the official opening of the bid or bids;
4. That the Bidder is legally entitled to enter into the contracts with the Lexington-Fayette Urban County Government, and is not in violation of any prohibited conflict of interest;
5. (Applicable to corporation only) That as a foreign corporation, we are registered with the Secretary of State, Commonwealth of Kentucky, and authorized to do business in the State _____ or, that as a domestic corporation, we are in good standing with the Secretary of State, Commonwealth of Kentucky 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.



12/29/2020

9. STATEMENT OF EXPERIENCE

NAME OF INDIVIDUAL: Jeff Henderson

POSITION/TITLE: President

STATEMENT OF EXPERIENCE: Over 40 years experience building athletic
tennis courts, basketball courts, running tracks, pickleball courts and many
more

NAME OF INDIVIDUAL: Jesse Henderson

POSITION/TITLE: Vice President

STATEMENT OF EXPERIENCE: Over 15 years experience in the field

NAME OF INDIVIDUAL: Jose Lopez

POSITION/TITLE: Crew Leader

STATEMENT OF EXPERIENCE: Over 15 years experience in the field

NAME OF INDIVIDUAL: Rusty Nunn

POSITION/TITLE: Construction Manager

STATEMENT OF EXPERIENCE: Over 30 years experience in the field

NAME OF INDIVIDUAL: Todd Miliam

POSITION/TITLE: Crew Leader

STATEMENT OF EXPERIENCE: Over 25 years experience in the field

NAME OF INDIVIDUAL: _____

POSITION/TITLE: _____

STATEMENT OF EXPERIENCE: _____

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

10. EQUAL OPPORTUNITY AGREEMENT

Standard Title VI Assurance

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

The Law

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

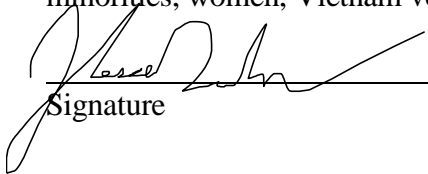
The Lexington-Fayette Urban County Government practices Equal Opportunity in recruiting, hiring and promoting. It is the Government's intent to affirmatively provide employment opportunities for those individuals who have previously not been allowed to enter into the mainstream of society. Because of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

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

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

Bidders

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


Signature

Tennis Technology 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, religion, sex (including pregnancy, sexual orientation or gender identity), national origin, disability, age, genetic information, political affiliation, or veteran status, and to promote equal employment through a positive, continuing program from itself and each of its sub-contracting agents. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.

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

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

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

The Act further provides:

KRS 45.610. Hiring minorities – Information required

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

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

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

KRS 45.630 Termination of existing employee not required, when

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

KRS 45.640 Minimum skills

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

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

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

It is the policy of Tennis Technology 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.

12. WORKFORCE ANALYSIS FORM

Name of Organization: Tennis Technology Inc

Categories	Total	White (Not Hispanic or Latino)		Hispanic or Latino		Black or African-American (Not Hispanic or Latino)		Native Hawaiian and Other Pacific Islander (Not Hispanic or Latino)		Asian (Not Hispanic or Latino)		American Indian or Alaskan Native (not Hispanic or Latino)		Two or more races (Not Hispanic or Latino)		Total	
		M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Administrators	1	1														1	
Professionals	1	1														1	
Superintendents	3	2		1												3	
Supervisors	5			4		1										5	
Foremen																	
Technicians																	
Protective Service																	
Para-Professionals																	
Office/Clerical	1		1														1
Skilled Craft	9	2		6		1										9	
Service/Maintenance																	
Total:	20	6	1	11		2										19	1

Prepared by: Jesse Henderson - Vice President
(Name and Title)

Date: 12 / 29 / 20
Revised 2015-Dec-15

13. EVIDENCE OF INSURABILITY

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

Names Insured: Tennis Technology, Inc. Employee ID: 61-0961668
 Address: 5510 Poplar Park Louisville, KY 40228 Phone: 502-969-8861
 Project to be insured: Parks Construction Unit Price Contract Bid 130-2020

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/ 2,000,000	National Trust Insurance Co.	20141	A
SC-3, Section 2, Part 4.1 – see provisions	AUTO	\$1,000,000/per occ.	\$ 1,000,000	National Trust Insurance Co.	20141	A
SC-3, Section 2, Part 4.1 – see provisions	WC	Statutory w /endorsement as noted	\$ 4,000,000	AGC KY Assoc. Contractors		

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.

CBI Insurance
 Agency or Brokerage _____
 Street Address _____
 Louisville, KY 40207
 City State Zip
 502-371-7834
 Telephone Number _____

David C. Walker
 Name of Authorized Representative _____
 Principal
 Title
 David C. Walker
 Authorized Signature
 12/29/20
 Date

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

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

14. DEBARRED FIRMS

PROJECT NAME: Parks Construction Unit Price Contract

BID NUMBER: 130-2020

**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 Tennis Technology 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.

Tennis Technology Inc

Name of Firm Submitting Bid


Signature of Authorized Official

Vice President
Title

12/29/2020
Date

15. DEBARMENT CERTIFICATION

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

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

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

Firm Name: Tennis Technology Inc

Project: Parks Construction Unit Price Contract

Printed Name and Title of Authorized Representative: Jesse Henderson – Vice President

Signature: 

Date: 12/29/2020

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

1.4 Bid

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

1.5 Bidder

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

1.6 Bonds

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

1.7 Calendar Day

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

1.8 Change Order

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

1.9 Contract Documents

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

1.10 Contract Unit Price

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

1.11 Contract Time

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

1.12 CONTRACTOR

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

1.13 Defective

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

1.14 Drawings

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

1.15 Effective Date of the Agreement

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

1.16 CONSULTANT

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

1.17 Field Order

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

1.18 Giving Notice

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

1.19 Laws and Regulations

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

1.20 Notice of Award

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

1.21 Notice to Proceed

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

1.22 OWNER

The Lexington-Fayette Urban County Government.

1.23 Partial Utilization

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

1.24 Project

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

1.25 Inspector

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

1.26 Shop Drawings

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

1.27 Specifications

Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and

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

1.28 Standard Specifications

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

1.29 Subcontractor

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

1.30 Special Conditions

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

1.31 Supplier

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

1.32 Underground Facilities

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

1.33 Unit Price Work

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

1.34 Work

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

1.35 Time Period

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

2. PRELIMINARY MATTERS

2.1 Delivery of Bonds

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

2.2 Copies of Documents

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

2.3 Commencement of Contract Time; Notice to Proceed

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

2.4 Starting the Project

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

2.5 Before Starting Construction

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

2.6 Submittal of Schedules

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

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

2.6.2 a preliminary schedule of Shop Drawing submissions; and

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

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

2.7 Preconstruction Conference

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

2.8 Finalizing Schedules

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

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

3.1 General

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

3.2 Intent

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

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

3.3 Conflicts

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

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

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

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

3.4 Amending and Supplementing Contract Documents

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

3.5 Reuse of Documents

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

4. AVAILABILITY OF LANDS; PHYSICAL CONDITIONS, REFERENCE POINTS

4.1 Availability of Lands

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

4.2 Physical Conditions

4.2.1 Explorations and Reports

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

4.2.2 Existing Structures

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

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

4.2.3 Report of Differing Conditions

If CONTRACTOR believes that:

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

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

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

4.2.4 CONSULTANT'S Review

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

4.2.5 Possible Document Change

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

4.2.6 Possible Price and Time Adjustments

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

4.3 Physical Conditions-Underground Facilities

4.3.1 Shown or Indicated

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

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

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

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

4.3.2 Not Shown or Indicated

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

4.4 Reference Points

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

5. CONTRACTOR'S RESPONSIBILITIES

5.1 Supervision

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

5.2 Superintendence

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

5.3 Labor

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

5.4 Start-Up and Completion of Work

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

5.5 Materials and Equipment

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

5.5.1 Not Clearly Specified or Indicated

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

5.5.2 Coordination of Work

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

5.6 Adjusting Progress Schedule

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

5.7 Substitutes or “Or-Equal” Items

5.7.1 General

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

5.7.2 Substitutes

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

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

5.7.3 OWNER/CONSULTANT'S Approval

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

5.8 Subcontractors, Suppliers, and Others

5.8.1 Acceptable to CONSULTANT

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

5.8.2 Objection After Due Investigation

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

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

5.8.3 Contractor Responsible for Acts of Subcontractors

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

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

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

5.8.4 Division of Specifications

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

5.8.5 Agreement Between Contractor and Subcontractors

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

5.8.6 Statements and Comments by CONTRACTOR

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

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

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

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

5.9 Patent Fees and Royalties

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

5.10 Permits

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

5.11 Laws and Regulations

5.11.1 CONTRACTOR to Comply

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

5.11.2 Specifications and Drawings at Variance

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

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

5.12 Taxes

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

5.13 Use of Premises

5.13.1 Project Site

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

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

5.13.2 Clean UP

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

5.13.1 Loading of Structures

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

5.14 Record Drawings

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

5.15 Shop Drawings and Samples

5.15.1 Shop Drawing Submittals

After checking and verifying all field measurements and after complying

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

5.15.2 Sample Submittals

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

5.15.3 Review by CONTRACTOR

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

5.15.4 Notice of Variation

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

5.15.5 CONSULTANT'S Approval

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

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

5.15.6 Responsibility for Errors and Omissions

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

5.15.7 Cost of Related Work

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

5.16 Continuing the Work

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

5.17 Erosion and Sediment Control

5.17.1 General Environmental Requirements

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

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

5.17.2 Stormwater Pollution Prevention

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

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

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

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

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

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

6. OTHER WORK

6.1 Related Work at Site

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

6.2 Other Contractors or Utility Owners

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

6.3 Delays Caused by Others

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

6.4 Coordination

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

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

7. OWNER'S RESPONSIBILITIES

7.1 Communications

OWNER shall issue all communications to CONTRACTOR through CONSULTANT.

7.2 Data and Payments

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

7.3 Lands, Easements, and Surveys

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

7.4 Change Orders

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

7.5 Inspections, Tests and Approvals

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

7.6 Stop or Suspend Work

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

8. CONSULTANT'S STATUS DURING CONSTRUCTION

8.1 OWNER'S Representative

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

8.2 Visits to Site

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

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

8.3 Project Representation

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

8.4 Clarifications and Interpretations

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

8.5 Authorized Variations in Work

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

8.6 Rejecting Defective Work

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

8.7 Shop Drawings

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

8.8 Change Orders

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

8.9 Payments

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

8.10 Determinations for Unit Prices

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

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

8.11 Decision on Disputes

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

8.12 Limitations on CONSULTANT's Responsibilities

8.12.1 CONTRACTOR, Supplier, or Surety

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

8.12.2 To Evaluate the Work

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

8.12.3 CONTRACTOR'S Means, Methods, Etc.

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

8.12.4 Acts of Omissions of CONTRACTOR

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

9. CHANGES IN THE WORK

9.1 OWNER May Order Change

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

9.2 Claims

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

9.3 Work Not in Contract Documents

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

9.4 Change Orders

OWNER and CONTRACTOR shall execute appropriate Change Orders covering:

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

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

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

9.5 Notice of Change

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

10. CHANGE OF CONTRACT PRICE

10.1 Total Compensation

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

10.2 Claim for Increase or Decrease in Price

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

10.3 Value of Work

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

10.3.1 Unit Prices

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

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

10.3.2 Lump Sum

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

10.3.3 Cost Plus Fee

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

10.4 Cost of the Work

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

10.4.1 Payroll Costs

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

10.4.2 Materials and Equipment Costs

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

10.4.3 Subcontractor Costs

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

10.4.4 Special Consultant Costs

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

10.4.5 Supplemental Costs

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

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

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

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

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

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

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

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

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

10.5 Not to Be Included in Cost of the Work

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

10.5.1 Costs of Officers and Executives

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

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

10.5.2 Principal Office

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

10.5.3 Capital Expense

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

10.5.4 Bonds and Insurance

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

10.5.5 Costs Due to Negligence

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

10.5.6 Other Costs

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

10.6 Contractor's Fee

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

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

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

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

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

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

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

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

10.7 Itemized Cost Breakdown

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

10.8 Cash Allowances

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

10.8.1 Materials and Equipment

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

10.8.2 Other Costs

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

10.8.3 Change Order

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

10.9 Unit Price Work

10.9.1 General

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

10.9.2 Overhead and Profit

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

10.9.3 Claim for Increase in Unit Price

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

11. CHANGE OF CONTRACT TIME

11.1 Change Order

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

11.2 Justification for Time Extensions

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

11.3 Time Limits

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

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

12.1 Warranty and Guarantee

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

12.2 Access to Work

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

12.3 Tests and Inspections

12.3.1 Timely Notice

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

12.3.2 Requirements and Responsibilities

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

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

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

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

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

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

12.3.3 On-Site Construction Test and Other Testing

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

12.3.4 Covered Work

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

12.3.5 CONTRACTOR'S Obligation

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

12.4 OWNER May Stop the Work

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

12.5 Correction or Removal of Defective Work

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

12.6 One Year Correction Period

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

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

12.7 Acceptance of Defective Work

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

12.8 OWNER May Correct Defective Work

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

13. PAYMENTS TO CONTRACTOR AND COMPLETION

13.1 Schedule of Values

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

13.2 Application for Progress Payment

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

13.2.1 Waivers of Mechanic's Lien

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

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

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

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

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

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

13.3 CONTRACTOR'S Warranty of Title

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

13.4 Review of Applications for Progress Payment

13.4.1 Submission of Application for Payment

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

13.4.2 CONSULTANT'S Recommendation

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

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

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

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

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

13.5 Partial Utilization

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

13.6 Final Inspection

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

13.7 Final Application for Payment

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

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

13.8 Final Payment and Acceptance

13.8.1 CONSULTANT'S Approval

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

13.8.2 Delay in Completion of Work

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

13.8.3 Retainage

Retainage is not applicable to this project.

13.9 CONTRACTOR'S Continuing Obligation

CONTRACTOR'S obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. Neither recommendation of any progress or final payment by CONSULTANT, nor the issuance of a certificate of Completion, nor any payment by OWNER to CONTRACTOR under the Contract Documents, nor any use or occupancy of the Work or any part thereof by OWNER, nor any act of acceptance by OWNER nor any failure to do so, nor any review and

approval of a Shop Drawing or sample submission, nor any correction of defective Work by OWNER will constitute an acceptance of Work not in accordance with the Contract Documents or a release of CONTRACTOR'S obligation to perform the Work in accordance with the Contract Documents (except as provided in paragraph 13.10).

13.10 Waiver of Claims

The making and acceptance of final payment will constitute:

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

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

14. SUSPENSION OF WORK AND TERMINATION

14.1 OWNER May Suspend Work

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

14.2 OWNER May Terminate

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

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

14.2.2 if a petition is filed against CONTRACTOR under any chapter of the Bankruptcy Code as now or hereafter in effect at the time of filing, or if a petition is filed seeking any such equivalent or similar relief against

CONTRACTOR under any other federal or state law in effect at the time relating to bankruptcy or insolvency;

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

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

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

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

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

14.2.8 if CONTRACTOR disregards the authority of CONSULTANT, or

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

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

difference to OWNER. Such costs incurred by OWNER will be approved as to reasonableness by CONSULTANT and incorporated in a Change Order, but when exercising any rights or remedies under this paragraph OWNER shall not be required to obtain the lowest price for the Work performed.

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

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

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

14.3 CONTRACTOR'S Services Terminated

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

14.4 Payment After Termination

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

14.5 CONTRACTOR May Stop Work or Terminate

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

for Payment or OWNER has failed to make any payment as aforesaid, CONTRACTOR may upon seven days' written notice to OWNER and CONSULTANT stop the Work until payment of all amounts then due. The provisions of this paragraph shall not relieve CONTRACTOR of the obligations under paragraph 5.16 to carry on the Work in accordance with the progress schedule and without delay during disputes and disagreements with OWNER.

15. MISCELLANEOUS

15.1 Claims for Injury or Damage

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

15.2 Non-Discrimination in Employment

The CONTRACTOR shall comply with the following requirements prohibiting discrimination:

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

15.2.2 That it is an unlawful practice for an employer:

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

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

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

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

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

15.3 Temporary Street Closing or Blockage

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

15.4 Percentage of Work Performed by prime CONTRACTOR

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

15.5 Clean-up

Clean-up shall progress, to the greatest degree practicable, throughout the course of the Work. The Work will not be considered as completed, and final payment will not be made, until the right-of-way and all ground occupied or affected by the Contractor in connection with the Work has been cleared of all rubbish, equipment,

excess materials, temporary structures, and weeds. Rubbish and all waste materials of whatever nature shall be disposed of, off of the project site, in an acceptable manner. All property, both public and private, which has been damaged in the prosecution of the Work, shall be restored in an acceptable manner. All areas shall be draining, and all drainage ways shall be left unobstructed, and in such a condition that drift will not collect or scour be induced.

15.6 General

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

15.7 Debris Disposal

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

END OF SECTION

PART V
SPECIAL CONDITIONS
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1. **BLASTING** – not applicable.

2. CONTRACTORS' PERFORMANCE

If the CONTRACTOR refuses to perform on any two (2) consecutive projects or on any three (3) total projects, the CONTRACTOR may be removed from the list of CONTRACTORS considered for unit price contracts. Furthermore, the CONTRACTOR may be subsequently jeopardizing awarding of projects in the future.

3. FAILURE TO COMPLETE WORK ON TIME

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

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 to his bonding agent a receipt verifying the cost of the bonds and a letter stating that the bonds are in effect and in good standing. Payment will be made for the actual cost of the bonds or the amount stated in the Form of Proposal, whichever is less.

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

5. PAYMENT FOR UNSPECIFIED MATERIALS AND LABOR

At the bottom of the Bid Schedule, the Contractor is given the option to either accept or reject the opportunity to furnish materials not specified in a line item and/or perform additional labor not identified in a line item. If accepted, each will be paid at cost plus 15%.

Prior to purchase of a reimbursable material, the Contractor shall provide the Owner a written quote for the base cost of the material plus 15%, which the Owner will then either reject or approve. Reimbursement for materials will be approved for payment only after the Contractor furnishes the Owner receipts clearly identifying the material as being furnished for the specific project.

Prior to approval of reimbursable labor, the Contractor shall provide the Owner a written quote indicating the labor classification, labor rate (including benefits and overhead), an estimate of time: with these figures extended out to a cost plus 15%, which the Owner will then reject or approve.

Limits to the combined total cost of reimbursable material and labor (calculated after the reimbursable expenses are added in) are as follows:

15% for any project total <\$100,000,
10% for any project total between \$100,000 and \$200,000
\$20,000 max for any project between \$200,000 and \$250,000.

Contractors who decline to furnish materials and or work on a cost plus basis may disqualify themselves from a project requiring one or both of these additional items.

6. RISK MANAGEMENT PROVISIONS
INSURANCE AND INDEMNIFICATION

INDEMNIFICATION AND HOLD HARMLESS PROVISION

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

FINANCIAL RESPONSIBILITY

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

INSURANCE REQUIREMENTS

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

Required Insurance Coverage

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

<u>Coverage</u>	<u>Limits</u>
General Liability aggregate (Insurance Services Office Form CG 00 01)	\$1 million per occurrence, \$2 million or \$2 million combined single limit
Commercial Automobile Liability occurrence (Insurance Services Office Form CA 0001)	combined single, \$1 million per
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 deemed not to apply by LFUCG.
- d. LFUCG shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or

non-renewed.

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

Renewals

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

Deductibles and Self-Insured Programs

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

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

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

Safety and Loss Control

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

Verification of Coverage

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

Right to Review, Audit and Inspect

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

DEFAULT

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

00470806

7. WAGE SCALES – not applicable.

END OF SECTION

PART VI
CONTRACT AGREEMENT

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PART VI

CONTRACT AGREEMENT

THIS AGREEMENT, made on the _____ day of _____, 20____, by and between **Lexington-Fayette Urban County Government**, acting herein called "OWNER" and _____ **(bidder's name)** _____, doing business as *(an individual) (a partnership) (a corporation) located in the City of _____, County of _____, and State of _____, hereinafter called "CONTRACTOR."

WITNESSETH: That the CONTRACTOR and the OWNER in consideration of _____ Dollars and _____ Cents (\$ _____) quoted in the proposal by the CONTRACTOR, dated _____, hereby agree to commence and complete the construction described as follows:

1. SCOPE OF WORK

The CONTRACTOR shall furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, the General Conditions, and the Special Conditions of the Contract, the Specifications and Contract Documents therefore as prepared by Parks and Recreation for the Work Sites and Work subsequently identified by the OWNER and accepted by the CONTRACTOR.

2. TIME OF COMPLETION

The time period estimated and authorized by the OWNER for the proper execution of the Work by the CONTRACTOR shall be that time period specified by an individual Purchase Order and Contract Agreement for each individual Work Site, adjusted as provided by the General Conditions. Commencement of the work and time to completion shall be as stated in the Contract Agreement.

Contract Agreement to completed for each individual Project:

For the _____ Project, the time period estimated and authorized by the OWNER for the proper execution of the Work by the CONTRACTOR, in full, is hereby fixed as _____ (____) calendar days. The time shall begin ten (10) days after the date specified in the Notice to Proceed with Work. Failure to complete project within this time frame will obligate the OWNER to execute Ligated Damages as described in Section 8 of this Agreement.

*Bidder will strike out the inappropriate categories.

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. LIQUIDATED DAMAGES

It is mutually agreed upon by and between the parties hereto that time is of the essence when constructing projects under this Contract, and that there will be sustained by the OWNER damages, monetary and otherwise, in the event of delay in the completion of the Work hereby contracted. The CONTRACTOR will be held responsible to the OWNER for delays in completion of the Work herein contracted beyond the date set for completion. Such monetary damage shall be deducted

from the Contract sum in the amount of TWO HUNDRED FIFTY DOLLARS (\$250.00) per calendar day of such delay. If the Work contracted to be done shall not, in good faith, be commenced at the time specified, then the CONTRACTOR together with the Surety or Sureties upon the bond herein provided for, shall be liable for and shall pay to the OWNER all damages sustained by reason of such failure for breach of Contract, and the OWNER may immediately relet the Work involved.

9. 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.

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

SPECIFICATIONS

SECTION NO.	TITLE	PAGES
I	Advertisement for Bids	AB 1 thru 4
II	Information for Bidders	IB 1 thru 12
III	Form of Proposal	P 1 thru 37
IV	General Conditions	GC 1 thru 52
V	Special Conditions	SC 1 thru 9
VI	Contract Agreement	CA 1 thru 6
VII	Performance and Payment Bonds	PB 1 thru 7
VIII	Addenda	AD 1 thru 1
IX	Technical Specifications	

Section A – General Provisions
Section B – Progress & Final Cleaning
Section 1 – Court Surface Paving
Section 2 – Athletic Court Re-surfacing
Section 3 – Asphalt sealing
Section 4 – Chain link fences and gates - PVC coated
Section 5 – Chain link fences and gates - Galvanized
Section 6 – Wood Fences
Section 7 – Crushed Stone
Section 8 – Concrete Sidewalk (4 ½” and 6”)
Section 10 – Topsoil Furnish & Placement
Section 11 – Excavation
Section 12 – Finish Grading – Conventional
Section 13 – Finish Grading Laser Part 1 – General
Section 14 – Erosion and Sediment Control
Section 15A – Sodding
Section 15 – Seeding & Protection
Section 16 – Site Amenity Installation
Section 17 – Single Block Masonry Retaining Wall
Section 18 – ADA Parking Sign
Section 19 – High Density Polyethylene Perforated Pipe
Section 20 – Equipment and Operator
Section 21 – Unspecified, Incidental Materials
Section 22 – Unspecified, Incidental Labor

From LFUCG Ionwave Website: **130-2020 UPC BID SCHEDULE ELECTRONIC FORM.xls**

PLAN DRAWINGS –

Plan Drawings will be provided at the option of the OWNER for the specific Work Sites.

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

(Seal)

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

ATTEST:

Clerk of the Urban County Council

BY: _____
MAYOR

(Witness)

(Title)

(Seal)

(Contractor)

(Secretary)*

BY: _____

(Witness)

(Title)

(Address and Zip Code)

IMPORTANT: *Strike out any non-applicable terms.

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

PART VII

PERFORMANCE AND PAYMENT BONDS

1. PERFORMANCE BOND
2. PAYMENT BOND

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
_____ **(project name)** _____ in accordance with drawings and
specifications prepared by: _____ **(the Engineer)** _____ 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
(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

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 _____ **(project name)** in accordance with drawings and specifications prepared by: _____ **(the Engineer)** 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) Secretary

(Principal)

(SEAL)

BY: _____(s)

(Address)

(Witness to Principal)

(Address)

(Surety)

ATTEST:

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.	_____	_____

IX. TECHNICAL SPECIFICATIONS

SECTION A - GENERAL PROVISIONS

A.1 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 following Specifications.

A.2 ABBREVIATIONS

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

A.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 completion of the work, the cost of all of which shall be included in this bid.

The CONTRACTOR shall provide all signs, lighting, barricades, 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 caused as required. The CONTRACTOR shall perform all backfilling, restore walks, grass plots, flowers, shrubs, trees, 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.

A.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.

A.5 CONTRACTOR'S FIELD OFFICE

A CONTRACTOR'S Field Office is not required.

A.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

SECTION A - GENERAL PROVISIONS

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 OWNER.

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

A.7 TESTING

The OWNER 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.

A.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.

A.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.

A.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 OWNER.

A.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.

A.10 DUST CONTROL

The CONTRACTOR shall be responsible for minimizing the generation of dust resulting from their operations at all times. Dust control shall be performed as the Work proceeds, and whenever a dust nuisance or hazard occurs.

A.11 REPAIR OF DAMAGE

Any damage done to structures, fills, grass plots, roadways, or other areas shall be repaired at the CONTRACTOR'S expense before final payment is made.

SECTION A - GENERAL PROVISIONS

A.13 WORKING HOURS

Work on these Projects shall generally be restricted to daylight hours, but may be further restricted by the OWNER if required. If the CONTRACTOR elects to work beyond the normal work week, they shall notify the CONSULTANT of their intent as far in advance as possible.

A.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.

A.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 OWNER

A.16 BLASTING

Blasting is addressed in the Special Conditions.

A.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.

A.18 DIVERSION OF STORM WATER

Appropriate measures must be taken to sandbag the necessary manholes and to divert drainage around the area under construction, including the use of pumps if necessary. The CONTRACTOR is responsible for developing a plan to divert storm drainage around the construction area with the approval from the OWNER. Materials, labor, and all incidentals necessary to accomplish this diversion of storm drainage will be considered incidental to the contract unless noted otherwise.

A.19 PAYMENT

Accepted quantities of materials will be paid for at the Contract Unit Price per unit of measurement as quoted in the Bid Schedule and shall be full compensation for all Work required under this section. No direct measurement shall be made unless measurement is linear ft. or linear yards which will be field verified. Payment will be based on weight tickets. All labor, materials, equipment, excavation, joint sealant, placement and, incidentals and any other items necessary to complete the Work shall be incidental to the work contracted.

**END OF SECTION A
GENERAL PROVISIONS**

SECTION B - PROGRESS & FINAL CLEANING

B.1 SCOPE

This section specifies the requirements for maintaining a clean and orderly work site during and at the completion of the Work. All property, both public and private, which has been damaged in the execution of the Work, shall be repaired or replaced in an acceptable manner. At completion of work remove all construction waste, tools, equipment, machinery, surplus materials, excess earth and all debris resulting from the Work. The Work will not be considered as complete, and final payment will not be made, until all ground occupied by the CONTRACTOR in connection with the Work has been cleaned and accepted by the OWNER.

B.2 CLEANING DURING CONSTRUCTION

Contractor to furnish and install all labor, materials, equipment and consumables to complete the following work as listed below:

- 1) Maintain the Site free from accumulations of waste, debris, and rubbish.
- 2) Provide on-site containers for collection of waste materials and rubbish.
- 3) Wet down dry materials and rubbish to lay dust and prevent blowing dust.
- 4) At the end of each day, remove and legally dispose waste materials and rubbish from site.

B.3 FINAL CLEANING

The Contractor shall perform final cleaning operations as herein specified prior to final inspection.

- 1) Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
- 2) Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
- 3) Rake grounds that are neither planted nor paved to a smooth, even-textured surface. Rake landscaped areas clean.
- 4) Remove tools, construction equipment, machinery, and surplus material from Project site.
- 5) Each contractor to maintain finally cleaned areas until project, or designated portion thereof, is accepted by the Owner.

B.3 DISPOSAL

All waste materials of whatever nature shall be disposed of appropriately by the CONTRACTOR. Conduct cleaning and disposal operations in compliance with all applicable codes, ordinances, regulations, including anti-pollution laws. Do not bury or burn rubbish or waste material on premises. Do not dispose of volatile wastes, such as mineral spirits, oil, or paint thinner, in storm or sanitary drains. Do not dispose of wastes into streams or waterways. Remove waste materials, debris, and rubbish from site and dispose of off-site.

B.4 INSPECTION

Prior to final completion, the CONTRACTOR and CONSULTANT shall jointly conduct an inspection of the work site to verify that all waste materials, rubbish, tools, equipment, machinery and surplus materials have been removed.

B.4 PAYMENT

Complete final cleaning before submitting final Application for Payment. No direct payment will be made for final cleanup. Retainage or final payment will be withheld until CONSULTANT approves final cleanup.

**END OF SECTION B
PROGRESS & FINAL CLEANING**

SECTION 01 –COURT SURFACE PAVING

Part 1—General

Part 2—Materials

Part 3—Execution

PART 1—GENERAL

A. Quality Assurance

1. Qualifications of Asphalt Concrete Producer: Use only materials which are furnished by a bulk asphalt concrete producer regularly engaged in production of hot-mix, hot-laid asphaltic concrete.
2. Grade: Contractor shall produce final surfaces of uniform texture conforming to required grades and cross sections.
3. Thickness: In-place compacted thickness will not be acceptable if exceeding following allowable variation from thickness shown on drawings.
 - a. Base course: 1/2", +/-
 - b. Surface course: 1/2", +/-
 - c. Surface asphalt with aramid fibers: 1 1/4" +/-
4. Smoothness: Test finished surface of each asphalt course for smoothness, using a 10' straight edge applied parallel to, and at right angles to, center line of paved areas. Surfaces will not be acceptable if exceeding 1/4" deviation in 10'. The only exception will be crowned surfaces which are to be crowned smoothly.

B. Job Conditions

1. Weather Limitations
 - a. Apply asphalt base course when ambient temperature in the shade is above 35° F. and when temperature has not been below 35° F. for 12 hours immediately prior to application.
 - b. Do not apply when existing asphalt surface is wet or contains moisture that would prevent uniform distribution and penetration.
 - c. Construct asphalt surface course only when air temperature is above 40° F. and when base course is dry and weather is not rainy.
2. Grade Control: Establish and maintain the required lines and grades, including crown and cross-slope, for each course during construction operations.
3. Traffic Control
 - a. Maintain vehicular and pedestrian traffic during paving operations, as required for other construction activities.
 - b. Provide flagmen, barricades, warning signs, and otherwise fulfill traffic control requirement of the KY D.O.T. when working on or near public right-of-way.
4. Site Maintenance & Restoration
 - a. Site must be maintained during construction in such a manner as to provide for the safety of the public and the security of the property from damage.
 - b. Access routes for all construction vehicles must be approved by Owner prior to beginning construction.

SECTION 01 –COURT SURFACE PAVING

- c. Any and all damage to site, including but not limited to, existing structures, grass areas, concrete or other paving, and fencing, must be restored to a condition acceptable to the owner.

PART 2—MATERIALS

1. Tack Coat Emulsion Asphaltic Concrete
 - a. 1 ½" binder asphalt
 - b. 1 1/2" surface asphalt
 - c. 1 ¼" surface asphalt with aramid fibers
2. Gravel Aggregate
 - a. 6" compacted of #57 limestone w/fines (non-washed)

PART 3—EXECUTION

1. Surface Preparation
 - a. Remove existing asphalt surface: Remove and dispose of all existing asphalt to gravel base.
 - b. Loose and foreign material:
 - i. Remove any soft areas of existing DGA base and replace with new DGA. Add DGA as needed to maintain a 6" base of compacted DGA. Grade should be leveled using a laser grader.
2. Preparing the Mixture
 - a. Comply with locally acceptable conditions for storage, control, and mixing.
 - b. Use of Aramid fibers must meet manufacturers mixing specifications.
 - c. Stockpiles
 - i. Keep each component of the various sized combined aggregates in separate stockpiles.
 - ii. Maintain stockpiles so that separate aggregate sizes will not be intermixed.
3. Heating
 - a. Heat the asphalt cement at the mixing plant to viscosity at which it can be uniformly distributed throughout mixture.
 - b. Use lowest possible temperature to suit temperature-viscosity characteristics of asphalt.
 - c. Do not exceed 350° F. (176.6° C.)
4. Aggregate
 - a. Heat-dry aggregates to reduce moisture content to not more than 1.0%.
 - b. Deliver dry aggregate to mixer at recommended temperature to suit penetration grade and viscosity characteristics of asphalt cement, ambient temperature, and workability of mixture.
 - c. Accurately weigh or measure dry aggregates and weigh or meter asphalt cement to comply with job-mix formula requirements.
 - d. Mix aggregate and asphalt cement to achieve 90-95% of coated particles for base mixtures and 85-90% of coated particles for surface mixtures.
5. Transporting
 - a. Transport asphalt concrete mixtures from mixing site in trucks having tight, clean compartments.

SECTION 01 –COURT SURFACE PAVING

- b. Coat hauling compartments with a lime-water mixture to prevent asphalt concrete mixture from sticking.
 - c. Elevate and drain compartment of excess solution before loading mix.
 - d. Provide covers over asphalt concrete mixture when transporting to protect from weather and to prevent loss of heat.
 - e. During periods of cold weather or for long-distance deliveries, provide insulation around all truck bed surfaces.
6. Equipment
 - a. Provide size and quantity of equipment to complete the work specified within project time schedule.
 7. Bituminous Pavers
 - a. Self-propelled that spread hot asphalt concrete mixtures without tearing, shoving, or gouging surfaces, and control pavement edges to true lines without use of stationary forms.
 8. Rolling Equipment
 - a. Provide self-propelled rollers that are capable of reversing smoothly. Equip steel-wheel rollers with adjustable scrapers, spray bars, and wetting pads to keep the wheels clean at all times.
 - b. Other type rollers may be used if acceptable to the Owner.
 - c. Roller shall be a minimum of 10 tons.
 9. Small Tools and Portable Equipment.
 - a. Provide all necessary small tools and portable equipment required for satisfactory execution of the work and devices necessary for routine checks of finishing requirements. Do not use an unapproved release agent on any small tools or equipment incidental to the paving operation. Provide standard 10-foot long straightedges. Have straightedges available on the project before the work is started and all times thereafter until completion of the work.

PART 4 - Placing the Mix

1. Place asphalt concrete mixture on prepared surface, spread and strike-off using paving machine.
2. Spread mixture at a minimum temperature of 225° F. (107.2° C.)
3. Inaccessible and small areas may be placed by hand.
4. Place each course at thickness so that when compacted it will conform to the grade, cross-sections, finish thickness, and density indicated.
5. Paver Placing
 - a. Unless otherwise directed, begin placing along centerline of areas to be paved on crowned section, and at high side of sections on one-way slope, and in direction of traffic flow.
 - b. After first strip has been placed and rolled, place succeeding strips and extend rolling to overlap previous strips.
 - c. Complete base courses for a section before placing surface courses.
 - d. Place mixture in continuous operation as practicable.

SECTION 01 –COURT SURFACE PAVING

6. Hand Placing
 - a. Spread, tamp, and finish mixture using hand tools in areas where machine spreading is not possible.
 - b. Place mixture at a rate that will ensure handling and compaction before mixture becomes cooler than acceptable working temperature.
7. Joints
 - a. Carefully make joints between old and new pavements, or between successive days' work, to ensure a continuous bond between adjoining work.
 - b. Construct joints to have same texture, density, and smoothness as adjacent sections of asphalt concrete course.
 - c. Clean contact surfaces free of sand, dirt, or other objectionable material and apply tack coat.
 - d. Offset longitudinal joints in succeeding courses not less than 6 in.
 - e. Cut back edge of previously placed course to expose an even, vertical surface for full course thickness.
 - f. When the edges of longitudinal joints are irregular, honeycombed, or inadequately compacted, cut back unsatisfactory sections to expose an even, vertical surface for full course thickness.

PART 5 - Compacting the Mix

1. Provide sufficient rollers to obtain the required pavement density and smooth seams. Ten ton minimum roller. Poor density of seams will not be accepted.
2. Begin rolling operations as soon after placing as the mixture will bear weight of roller without excessive displacement.
3. Do not permit heavy equipment, including rollers, to stand on finished surface before it has thoroughly cooled or set.
4. Compact mixture with hot hand tampers or vibrating plate compactors in areas inaccessible to rollers.
5. Start rolling longitudinally at extreme lower side of sections and proceed toward center of pavement. Roll to slightly different lengths on alternate roller runs.
6. Do not roll centers of sections first under any circumstances.
7. Breakdown Rolling
 - a. Accomplish breakdown or initial rolling immediately following rolling of transverse and longitudinal joints and outside edge.
 - b. Operate rollers as close as possible to paver without causing pavement displacement.
 - c. Check crown, grade, and smoothness after breakdown rolling.
 - d. Repair displaced areas by loosening at once with lutes or rakes and filling, if required, with hot loose material before continuing rolling.
8. Second Rolling
 - a. Follow breakdown rolling as soon as possible, while mixture is hot and in condition for compaction.
 - b. Continue second rolling until mixture has been thoroughly compacted.

SECTION 01 –COURT SURFACE PAVING

9. Finish Rolling
 - a. Perform finish rolling while mixture is still warm enough for removal of roller marks.
 - b. Continue rolling until roller marks are eliminated and course has attained specified density.

PART 6 - Cleaning and Protection

1. Cleaning
 - a. After completion of paving operations, clean surfaces of excess spilled asphalt materials to the satisfaction of Owner.
2. Protection
 - a. After final rolling, do not permit vehicular traffic on asphalt concrete pavement until it has cooled and hardened, and in no case sooner than 12 hours.
 - b. Provide barricades and warning devices as required to protect pavement and the general public.
 - c. Cover openings of structures in the area of paving until permanent coverings are placed.

**END OF SECTION 1
COURT SURFACE PAVING**

SECTION 2—ATHLETIC COURT RE-SURFACING

PART 1—SURFACE PREPARATION-ASPHALT

PART 2—APPLICATION

PART 3—PLAYING LINES

PART 4—LIMITATIONS

PART 5—CLEAN-UP

PART 1—SURFACE PREPARATION-ASPHALT

- A.** Prior to application of resurface, the court should be flooded with water and allowed to dry for one hour. If there is any remaining water more than 1/8" in depth, patch and level surface in accordance with the recommendations of the manufacturer of the color finish system specified.
- B.** Surface shall be clean and free of all dust, dirt, debris, loose paint, weeds, grease, oil and other foreign matter. Clean by washing with high pressure water, or by vacuuming or with power blower. Wet scrub low areas with water and stiff broom to remove all sediment and silt.
- C.** Any unsound, damaged or broken & heaved areas shall be marked and brought to the owners attention prior to resurfacing. Upon approval from owner areas shall be cut out, and repaired by patching with a surface mixture of asphalt cement. Prior to placement of new asphalt cement, inspect aggregate base for proper compaction and removal of organic debris
- D.** Rout and remove all organic matter from cracks and voids prior to resurfacing. Fill all cracks up to one eighth inch (1/8") and expansions joints with acrylic crack and leveling compound. All cracks greater than one eighth inch (1/8") shall be covered with Guardian Crack Repair system, or approved equal, after being filled per crack filling system manufacturer recommendation.
- E.** Crack and leveling compound shall be mixed and applied per manufacturer's directions.
- F.** Apply Latex-ite acrylic crack & leveling compound, or approved equal, directly into clean dry cracks with a steel hand towel. When leveling low areas apply Latex-ite acrylic crack & leveling compound, or approved equal, to clean dry surface using a rubber faced squeegee.
- G.** Smooth all porous, rough, or weathered asphalt with Latex-ite acrylic crack & leveling compound, or approved equal. Apply subsequent coats as needed until all surface irregularities are covered.

SECTION 2—ATHLETIC COURT RE-SURFACING

PART 2—APPLICATION

- A.** Two coats of Latex-ite acrylic resurfacer, or approved equal, should be plied to entire court surface. Application requires the use of a 24" to 48" flexible (50 to 70 durometer) rubber squeegee of good quality and in good condition. Coverage rate will vary depending on surface porosity. Design mix based on manufacturer's recommendation and the existing court conditions. Latex-ite acrylic resurfacer or approved equal should be mixed thoroughly to insure uniform consistency.
- B.** Color as specified.

PART 3—PLAYING LINES

- A.** Line paint shall be 100 % acrylic paint for marking game lines on tennis courts, basketball courts and other recreational areas. Playing lines to be two inches (2") wide conforming to the plans and shall be accurately located, marked and painted with line paint. Paint color is White. Twenty-four (24) hours' drying time shall be allowed before recreational use.

PART 4—LIMITATIONS

- A.** Application of coating materials shall not be permitted during rainfall, when rainfall is imminent and/or unless air temperature is at least fifty degrees Fahrenheit (50°) and rising or according to manufacturer's recommendation. **DO NOT ALLOW TO FREEZE.** Paint shall not be applied until the proper drying time of the resurfacer has been reached

PART 5—CLEAN-UP

- A.** Clean water should be used to wash tools immediately after application.

SECTION 03 ASPHALT SEALING

PART 1—SURFACE PREPARATION-ASPHALT

- A.** Surface shall be clean and free of all dust, dirt, debris, loose paint, weeds, grease, oil and other foreign matter. Clean by washing with high pressure water, or by vacuuming or with power blower. Wet scrub low areas with water and stiff wire broom to remove all sediment and silt.
- B.** Any unsound, damaged or broken & heaved areas shall be marked and brought to the owners attention prior to resurfacing. Upon approval from owner areas shall be cut out, and repaired by patching with a surface mixture of asphalt cement. Prior to placement of new asphalt cement, inspect aggregate base for proper compaction and removal of organic debris. All repairs will be done at a negotiated unit price. New asphalt shall be allowed to cure at least seven days, or until free of light oils and presenting a water break-free surface, before application of surfacing materials.
- C.** Rout and remove all organic matter from cracks and voids prior to resealing. Fill all cracks up to one fourth inch (1/4") and expansions joints with acrylic crack and leveling compound. All cracks greater than one fourth inch (1/4") shall be filled with a hot pour joint and crack sealer, or approved equal, per manufacturer recommendation.
- D.** All filled cracks identified at pre-bid meeting or specified, shall be ground level and sealed per manufacturers recommendation prior to application of coal tar resurfacing.

PART 2—APPLICATION

- A.** Two (2) coats of coal tar resurfacing, or approved equal, should be applied to entire paved surface. Coverage rate will vary depending on surface porosity. Design mix based on manufacturer's recommendation and the existing paving conditions. Coal tar resurfacing should be mixed thoroughly to insure uniform consistency.
- B.** Apply (2) coats of traffic marking paint to cured resurfacing as indicated on the plans for crosswalks, ADA parking and parking stalls. Crosswalks and stall stripes to be painted white and ADA decals are to be blue.

PART 3—PRODUCT

- A.** Coal tar emulsion fortified with liquid latex rubber to meet ASTM-D-5727. The range of solids content shall be between 47% and 52% of the emulsified sealer, the balance being water.
- B.** Use a screened, clean dry silica sand rated 30/60 or 20/40. Add to coal tar emulsion as per manufacturer specifications.

SECTION 03 ASPHALT SEALING

PART 4—LIMITATIONS

- A.** Application of coating materials shall not be permitted during rainfall, when rainfall is imminent and/or unless air temperature is at least fifty degrees Fahrenheit (50°) and rising or according to manufacturer's recommendation. **DO NOT ALLOW TO FREEZE.** Striping paint shall not be applied until the proper drying time of the resurfacing has been reached.

PART 5—CLEAN-UP

- A.** Clean water should be used to wash tools immediately after application.

Note: All equals to specified products must be submitted to the Park Designer 48 hours prior to the bid opening.

SECTION 04 - CHAIN LINK FENCES AND GATES – PVC coated

PART 1 - GENERAL

PART 2 - PRODUCTS

PART 3 - EXECUTION

PART 1 - GENERAL

A. WORK INCLUDED

1. The work covered by these specifications includes the furnishing of all labor, equipment, appliances, transportation and materials required for the installation and/or erection of PVC coated fences, gates, and related items as drawn or herein specified.

B. RELATED WORK SPECIFIED ELSEWHERE

C. REFERENCES/STANDARDS

1. Where American Society for Testing and Materials (ASTM) standards are referenced, they are made a part of this Section unless otherwise noted. Such standards shall be the current issues and standards.

D. SUBMITTALS

1. Shop Drawings: Include complete details of fence and gate construction, fence height, chain link fabric gauges, post spacing, dimensions and unit weights of framework, and concrete footing details. Actual samples and certificates of compliance may be requested.

E. QUALITY ASSURANCE

1. Qualifications: Contractors or subcontractors performing work under this Section shall be qualified to do such work and hold the appropriate registration, license, or other permit as required by state or local law.
2. Requirements of Regulatory Agencies:
 - a. Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work.
 - b. Contractor shall comply with all code requirements.

F. JOB CONDITIONS

1. Site Inspection: Contractor shall familiarize him/herself with the site, the plans, the specifications, special provisions, and plan requirements, and is responsible for calling any discrepancies or special problems to the attention of the Division of Parks & Recreation Representative.
2. Protection: Protect, maintain, and restore bench marks, monuments, and other reference points affected by this work. If such items are displaced or destroyed by this work, they will be reestablished by a licensed surveyor at no expense to the Owner. After items have been permanently set, certify the work and furnish certification to the Owner's Representative

SECTION 04 - CHAIN LINK FENCES AND GATES – PVC coated

- 3. Coordination
 - a. Contractor shall coordinate with Owner or Owner’s representative prior to commencement of work.
 - b. Contractor shall coordinate with other trades affected by the work.
- 4. Sequencing/Scheduling: Contractor shall keep him/herself informed of the construction progress of all other Contractors and/or subcontractors working on the project, particularly where they affect his/her work, and shall coordinate his/her work with that of other Contractors to ensure efficient and orderly progress of the work.
- 5. Construction Stakes
 - a. Construction stakes shall be set to mark the general location, alignment, elevation, and grade of the work. The Contractor shall assume full responsibility for dimension and elevations from such stakes.
 - b. The Contractor shall furnish at his/her expense the size, quality, and quantity of stakes required.

G. WARRANTIES/GUARANTEES

- 1. For a period of one year from the date of issuance of the Final Certificate of Payment for the work, the Contractor shall furnish and install, without cost to the Owner, any and all work which, in the judgment of the Owner, proves defective in materials and/or workmanship.

PART 2 - PRODUCTS

A. MATERIALS

- 1. Framework: Type I or Type II Steel Pipe.
 - a. Type I – Schedule 40 steel pipe with 1.8 ounces of zinc coating per square foot of surface area conforming to Standard Specification ASTM F1083 ; or,
 - b. Type II – Pipe manufactured from steel conforming to ASTM A669, Group IC, cold-rolled, having minimum yield strength of 55,000 psi and coated with a total of 0.9 ounces of zinc per square foot on the internal and external surfaces meeting the coating requirements of ASTM A525G90. A minimum of 15 micrograms of zinc chromate per square inch and a minimum of 3 mils of lifecoat fuse bonded polyester powder exterior coating.
 - c. All coatings to be applied inside and out after welding.
 - d. Pipe shall be straight, true to section, and conform to the following weights:

Pipe Size Outside Diameter	Type I Weight Lbs./FT	Type II Weight Lbs./Ft
1-5/8"	2.27	1.84
2"	2.72	2.28
2-1/2"	3.65	3.18

SECTION 04 - CHAIN LINK FENCES AND GATES – PVC coated

Pipe Size Outside Diameter	Type I Weight Lbs./FT	Type II Weight Lbs./Ft
3"	5.79	4.65
3-1/2"	7.58	5.71
4"	9.11	6.56
6-5/8"	18.97	

e. Piping to be black in color.

2. Fabric – PVC Coated

- a. Fabric shall be either 6 gauge steel core, 9 gauge steel core wire, or as specified by Owner prior to request for quote.
- b. Coating to be .015-.025 PVC bonded to galvanized wire.
- c. Fabric to be black in color.

B. CONCRETE MIX

- 1. ASTM C94 Portland cement concrete with maximum 3/4 inch aggregate having a minimum compressive strength of 3,000 psi at 28 days.

C. COMPONENTS

- 1. Fence Posts:

Type I-II

Fabric Height	Line Post O.D.	Terminal Post O.D.	Nominal Pipe Size
Under 6'	2"	2 1/2"	2"
6' to 9'	2 1/2"	3"	2 1/2"
9' to 12'	3"	4"	3 1/2"
20' to Backstop	4"	6"	3 1/2"

- 2. Gate Posts:

Single Gate Width	Double Gate Width	Post O.D. Type II	Nominal Pipe Size
Up to 6'	Up to 12'	3"	2 1/2"
7' to 12'	13' to 25'	4"	3 1/2"

- 3. Rails and Braces: 1-5/8 inches O.D. (nominal pipe size 1- 1/4 inch).

SECTION 04 - CHAIN LINK FENCES AND GATES – PVC coated

4. Gates: Frame assembly of 2 inch O.D. pipe Type I or Type II with welded joints. Weld areas repaired with zinc-rich coating applied per manufacturer's directions. Fabric to match fence. Gate accessories, hinges, latches, center stops, keepers and necessary hardware of quality required for industrial and commercial application. Latches shall permit padlocking.
5. Fittings:
 - a. Post Caps – Pressed steel, cast iron or cast aluminum alloy designed to fit snugly over posts to exclude moisture. Supply cone type caps for terminal posts and loop for line posts. All fittings to conform to ASTM F626.
 - b. Rail and Brace Ends – Pressed steel, cast iron, or cast aluminum alloy, cup-shaped to receive rail and brace ends.
 - c. Top Rail Sleeves – Tubular steel, 0.051 inch thickness x 7 inches x 7 inches long, expansion type.
 - d. Tension Bars – Steel strip, 5/8 inch wide x 3/16 inch thick.
 - e. Tension Bands – Pressed steel, 14 gauge thickness x 3/4 inch wide.
 - f. Brace Bands – Pressed steel, 12 gauge thickness x 3/4 inch wide.
 - g. Truss Rods – Steel rod, 3/8 inch diameter merchant quality with turnbuckle.
6. Tension Wire: Marcellled 7 gauge steel wire with minimum coating of 0.80 ounces of zinc or 0.40 ounces of aluminum per square foot of wire surface and conforming to ASTM A824.
7. Tie Wire: Aluminum, 9 gauge, alloy 1100-H4 or equal.
8. Hog Rings: Steel wire, 11 gauge, with a minimum zinc coating of 0.80 ounces per square foot of wire surface.
9. All fencing and piping components to be black in color.

D. FOUL POLES

1. Supply and install foul poles as per the Drawings.

E. PRIMER AND PAINT FOR FOUL POLES

1. Exterior grade, oil-based, as manufactured by Glidden, Sherwin-Williams, or other approved equivalent, in yellow color.

SECTION 04 - CHAIN LINK FENCES AND GATES – PVC coated

PART 3 EXECUTION

A. INSTALLATION

1. General: Installation to conform to ASTM F567
2. Height: Provide height as indicated on construction documents.
3. Post Spacing: Spacing of line posts at intervals not exceeding 10 feet.
4. Post Setting: Set terminal, gate, and line posts plumb in concrete footings. Top of footing to be flush with grade and sloped to direct water away from posts.
5. Bracing: Brace gate and terminal posts back to adjacent line posts with horizontal brace rails and diagonal truss rods.
6. Top Rail: Install through line post loop caps connecting sections with sleeves to form a continuous rail between terminal posts.
7. Top Tension Wire: When a top rail is omitted, stretch tension wire through loop caps and fasten to terminal posts.
8. Bottom Rail: Run bottom rail flush to grade continuous along all fencing.
9. Fabric: Pull fabric taut with bottom selvage $\frac{1}{2}$ inch grade. Fasten to terminal posts with tension bars threaded through mesh and secured with tension bands at maximum 15 inch intervals. Tie to line posts and top rails with tie wires spaced at maximum 12 inches on posts and 24 inches on rails. Attach to bottom tension wire with top rings at maximum 24 inch intervals.
10. Gates: Install gates plumb, level, and secure for full opening without interference. Anchor center stops and keepers in concrete.
11. Fasteners: Install nuts for fittings, bands, and hardware bolts on side of fence opposite baseball playing field on interior fences, and inside of fence at main entry gate and maintenance access gate.
12. All rails, posts, and connectors will be located outside the ball playing fields.

B. CLEANUP

1. Upon completion of the work, Contractor shall remove from the site any excess construction materials, trash, or other items, leaving the site in clean and finished condition acceptable to the Owner and governmental authorities having jurisdiction

**END OF SECTION 3
CHAIN LINK FENCES & GATES-PVC COATED**

SECTION 05- CHAIN LINK FENCES & GATES-GALVANIZED

PART 1—GENERAL PART 2—PRODUCTS PART 3—EXECUTION

PART 1—GENERAL

A. Scope - The work covered by these specifications includes the furnishing of all labor, equipment, appliances, transportation and materials required for the installation and/or erection of fences, gates, and related items as drawn or herein specified.

B. Quality Assurance- Erector Qualifications: Minimum of two years' experience installing similar fencing.

Product Delivery, Storage and Handling

1. Deliver materials with manufacturer's tags and labels intact.
2. Handle and store to avoid damage.

PART 2—PRODUCTS

A. Chain Link Fabric

1. Shall conform to Federal specifications RR-F 191A.
2. Type A, 2" square mesh fabric.
3. Top edges knuckled.
4. #9 gauge wire, conforming to ASTM 342-1, Class 1.

B. Posts, Top rail, Braces, Gate Frames and Backstop Mid-rails

1. Shall be standard O.D., SS40 pipe.
2. Base Metal - shall be steel of such quality that the fabricated product will meet the performance criteria set forth in this standard. The steel strip used in the manufacture of the pipe shall conform to ASTM A-569.
3. Zinc - used in the manufacture of flo-coat pipe and shall conform to ASTM B-6 High Grade and Special High Grade Zinc.
4. Clear Coating – shall be manufactured from high grade raw materials which produce a cross-linked acrylic polyurethane coating.
5. Internal Coating - shall have a minimum zinc power loading of 87% by weight and be capable of providing galvanic protection.

SECTION 05- CHAIN LINK FENCES & GATES-GALVANIZED

6. Mid-rails on backstops to be welded to posts.

C. Technical

1. Weight of Zinc Coatings - shall be determined by the method contained in ASTM A-90.
2. Chromate Coating Weight - shall be 30 micrograms/sq. in.
3. Exterior Clear Coated Surface - shall have a demonstrated ability to resist 1000 hours of exposure to salt fog with a maximum of 5% red rust when conducted in accordance with ASTM-B117.

D. Performance Properties of the Product

1. The strength of line, end, corner and pull posts shall be determined by a 6-foot cantilever beam test.
2. The strength of top rail shall be determined by using a 10' tree supported beam test.

	Diameter	SS40st/ft	6' Cantilever
Line posts, gate post	2-1/2"	3.117 lbs.	330 lbs
End, corner, gate post	3"	4.640 lbs.	610 lbs
*Top rails	1-5/8"	1.836 lbs.	135 lbs
*Braces	1-5/8"	1.836 lbs.	135 lbs
*Gate frames	1-5/8"	1.836 lbs.	135 lbs

***Note:** 10' support load 327 lbs. All pipe materials shall be prime, no welds or "reject" pipe. Letter of "Mill Certification" shall be provided on pipe.

- E. Provide approved malleable post tops, sleeves, and other fittings for complete installation. All such frame work shall be hot-dip, zinc-coated after fabrication.

PART 3—EXECUTION

A. Inspections

1. Verify that final grading in fence location is completed without irregularities which would interfere with fence installation.
2. Do not commence work until unsatisfactory conditions have been corrected.

SECTION 05- CHAIN LINK FENCES & GATES-GALVANIZED

B. Installation

1. Posts shall be buried in concrete cylinders to a minimum depth of 27" to 30" of concrete.
2. Concrete cylinders shall have the following minimum diameter:

Line Posts	9"
Corner Posts	12"
Gate Posts	12"

3. Where installed through asphalt paving, the top of the cylinders shall be flush with the surface of the asphalt. Top of the cylinder shall be troweled to a smooth surface.
4. Unless otherwise indicated, posts shall be spaced not more than 10 feet apart.
5. Fabric to be tied every foot.

**END OF SECTION 4
CHAIN LINK FENCES & GATES-GALVANIZED**

SECTION 06-WOOD FENCES

SECTION 06-WOOD FENCES

Part 1 GENERAL

1.1 SECTION INCLUDES

- A. This section shall consist of requirements regarding furnishing and installing new wood fencing.

1.2 SUBMITTALS

- A. Drawings: Indicate plan layout, grid, size and spacing of components, accessories, fittings, anchorage, and post section.
- B. Data: Submit manufacturer's installation instructions and procedures, including details of fence installation.

Part 2 PRODUCTS

2.1 GENERAL

- A. All wood materials shall be treated wood, or wood of a natural resistance to decay. Materials shall be free from loose knots, cracks, and other imperfections.
- B. Cast in place concrete shall be 3000 psi minimum 28 day compressive strength.

2.2 WOOD BOARDS

- A. Wood boards shall be of white oak, red oak or treated poplar.
- B. Wood boards shall be approximately 1 inch thick and be no greater than 6 inches wide.
- C. All wood boards to be stained black.

2.3 Woven Wire

- A. Woven wire shall conform to the details and requirements shown on the DRAWINGS and to the following:
 - 1. Woven wire shall be 5' high galvanized steel with 2" x 4" openings; 12.5 gauge. Welded wire WILL NOT be accepted.
 - 2. Woven wire shall be installed between the posts and the planks and be fastened with a minimum of 5 staples per post.
 - 3. Woven wire shall be installed flush with grade whenever possible; Owner may approve a maximum of 1" above grade in areas with sloping or uneven terrain. Contractor should identify these areas prior to installation to obtain Owner's approval.
 - 4. Woven wire that is visibly disfigured or damaged while being stretched shall be rejected.
 - 5. Wire fencing to be painted black.

2.4 POSTS

- A. Wood posts shall be straight, sound, and seasoned with ends sawed off square or as indicated.
- B. Posts shall be 7 ½ ft. long, faced, and minimum 6 inch diameter.
- C. Posts shall be CCA pressure treated wood rated for ground contact.

SECTION 06-WOOD FENCES

- D. Buried post ends should be treated with an approved wood preservative product.
- E. All post shall be stained black.

2.5 Nails

- A. All nails used for construction shall be galvanized.

Part 3 EXECUTION

3.1 PREPARATION.

- A. CONTRACTOR shall perform such clearing and grubbing as may be necessary to construct or replace the fence to the required grade and alignment as shown on the DRAWINGS.
- B. At locations where breaks in a run of fencing are required, appropriate adjustments in fence alignment and/or post spacing shall be made to satisfy requirements or conditions encountered.

3.2 LAYOUT OF WORK

- A. Any gate location shall be approved prior to installation.

3.3 INSTALLATION OF POSTS

- A. Posts shall be set plumb, true to line and grade.
- B. Set posts at least 30 inches into undisturbed natural ground or properly compacted fill.
- C. Set posts in 12-inch diameter concrete footings.
- D. Posts shall be placed 8 ft. on center unless otherwise indicated or necessitated by site conditions.

3.4 INSTALLATION OF FENCE

- A. Typical fence installation can be found in Figures 1 through 4 at the end of this specification section.

FIGURE 1 - 3 Plank Wood Fence-Side Detail

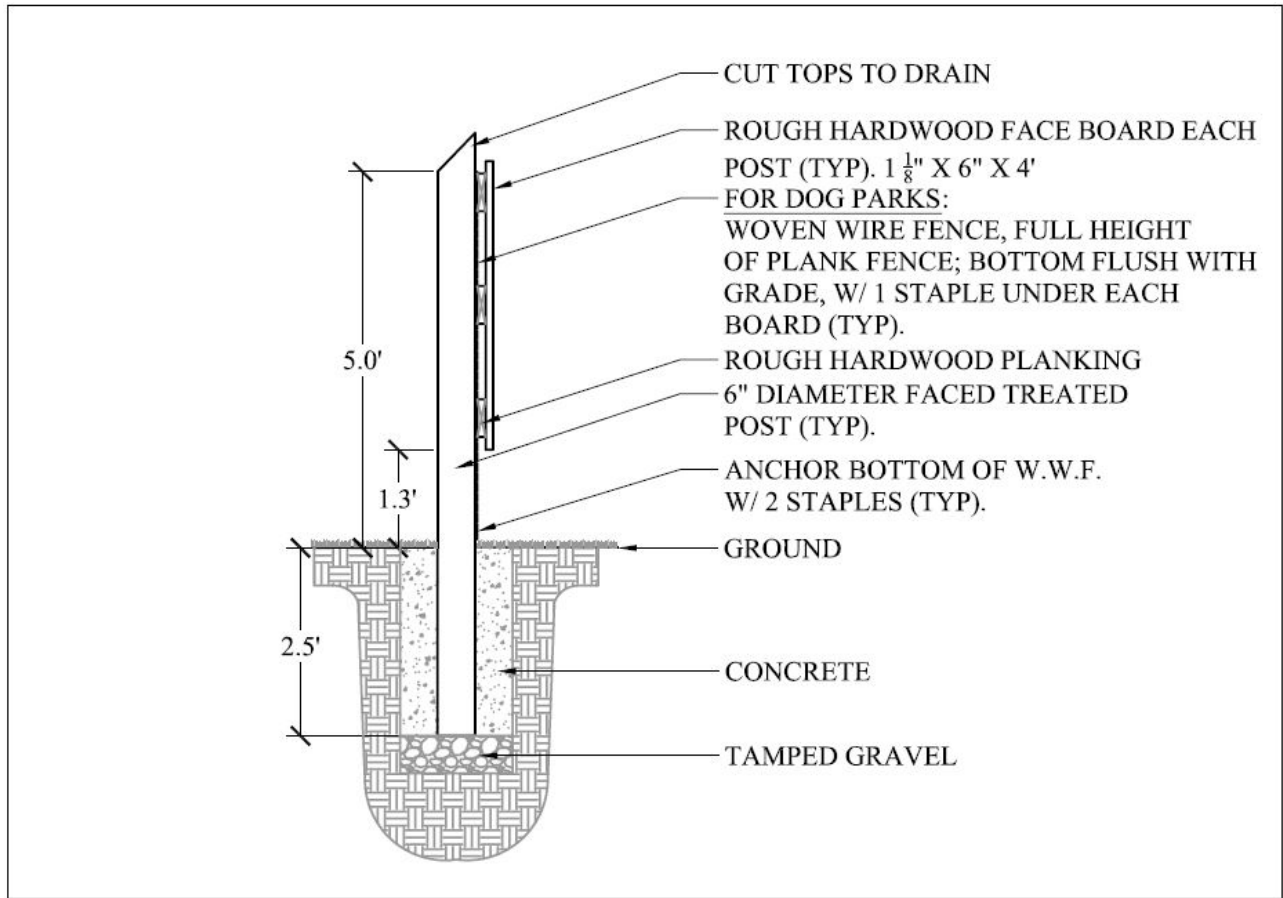


FIGURE 2 - 3 Plank Wood Fence Front Detail

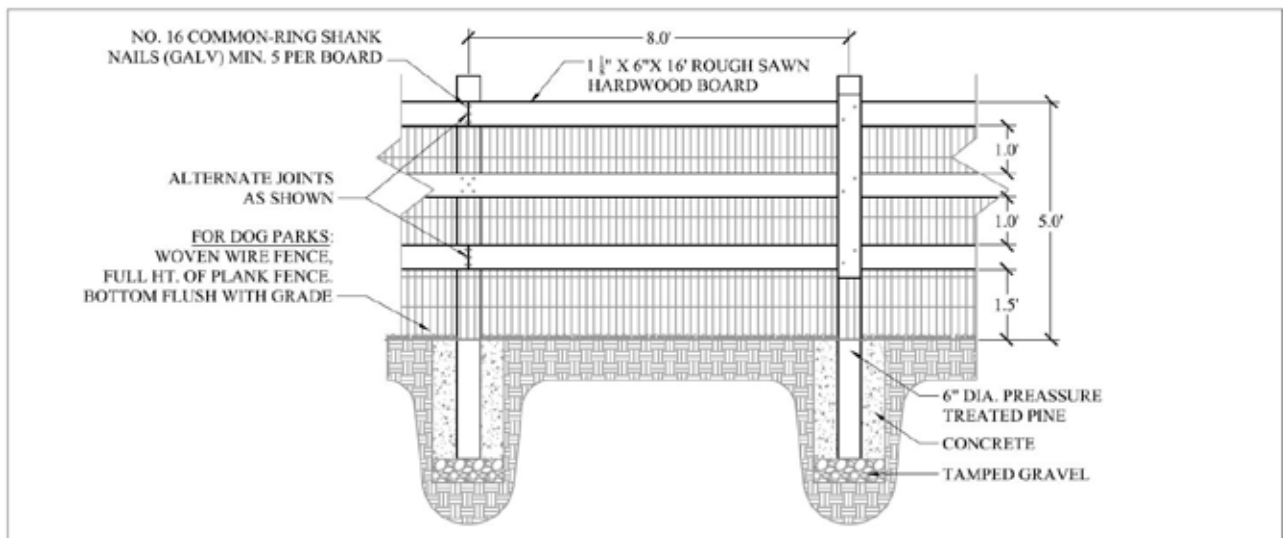


Figure 3 – 4 Plank Wood Fence Side Detail

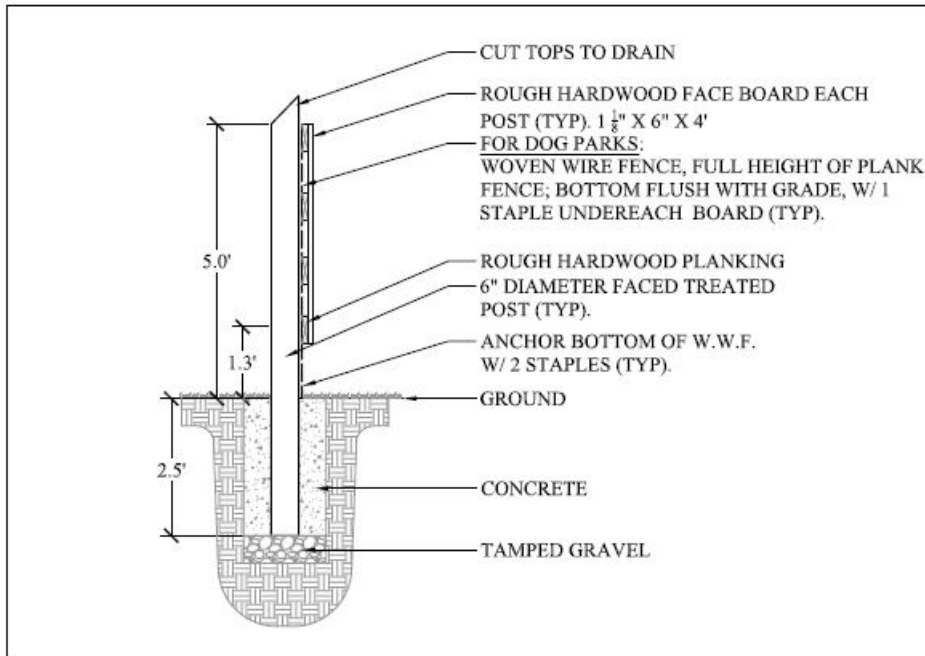
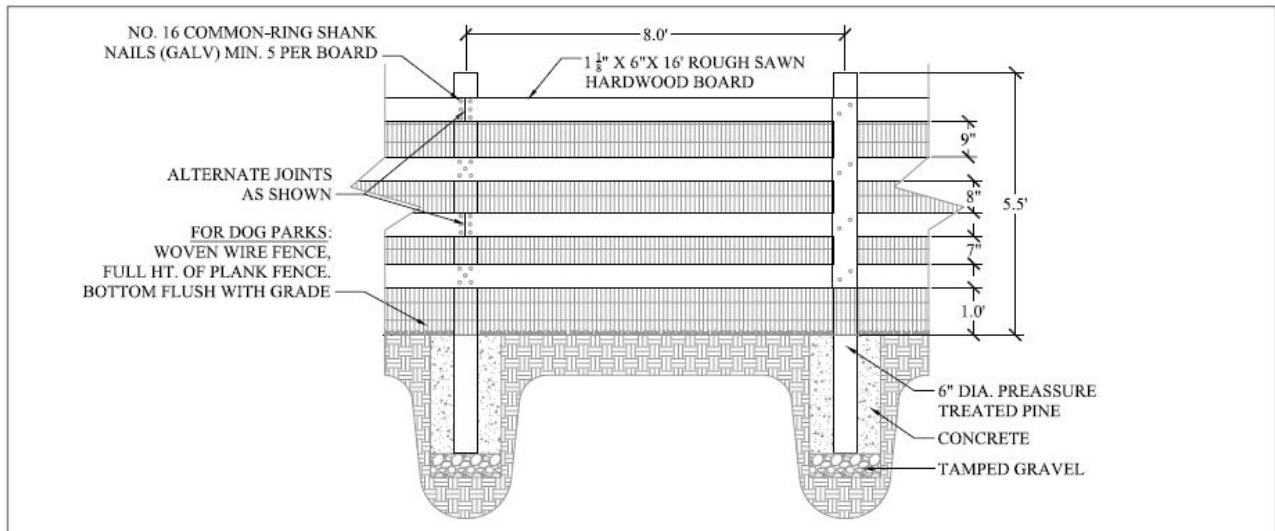


Figure 4 – 4 Plank Wood Fence Front Detail



END OF SECTION 32 31 15

SECTION 7 - CRUSHED STONE

7.1 SCOPE

All Work for this Section shall consist of furnishing and placing commercially available Crushed Stone aggregate in sizes and locations as determined by the OWNER and shall include all labor, materials, equipment, excavation, compaction, and incidentals necessary to complete the Work in place, ready for use and constructed in conformance with KDOH Standard Specifications.

No. 2's meeting the requirements of KDOH Section 805 should be used for locations as determined by the OWNER and shall include all labor, materials, equipment, excavation, and incidentals necessary to complete the Work in place, ready for use and constructed in conformance with KDOH Standard Specifications. No. 2 Stone meeting the requirements of KDOH Section 805 can be used for stabilizing sub-grade and pavement base etc.

Where soft, undesirable soil material is encountered at or below desired sub-grade elevation, undesirable material will be removed and/or bridged to develop a sufficient platform to support compaction of DGA. The depth and extent of this work shall be determined based on conditions observed and performance of compaction equipment on the sub-grade. Work shall be directed by the OWNER.

Stone will be dumped or pushed into place and walked in until support is developed for heavy equipment. The ultimate test will be the ability to provide an adequate compaction platform for the DGA base.

No. 9's and No. 57's meeting the requirements of KDOH Section 805 should be used for stabilizing subgrade and pavement base, trench backfill, in areas of undercut, as backfill in areas of pavement restoration, or pipe bedding not incidental to pipe as a pay item.

7.2 PAYMENT

Accepted quantities for No. 2's will be paid for at the respective Contract Unit Price as quoted (which shall be full compensation for all Work required under this Section) and paid per ton of stone. No direct measurement shall be made. Payment shall be based on weight tickets for stone delivered and accepted for the work. All labor, materials (other than No. 2 Stone), equipment, proof testing, excavation and disposal of excavated material shall be incidental to the placement of No. 2 Stone.

Accepted quantities for No. 9's and No. 57's will be paid for at the respective Contract Unit Price as quoted (which shall be full compensation for all Work required under this Section) and paid per ton of Crushed Stone satisfactorily placed. Payment shall be based on weight tickets for stone delivered and accepted for work. All labor, materials (other than the Crushed Stone), equipment, and excavation shall be incidental to the placement of Crushed Stone.

SECTION 8 - CONCRETE SIDEWALK (4½" AND 6")

8.1 SCOPE

This Work consists of the construction of sidewalks (dimensions as specified by the Purchase Order) on a thoroughly compacted subgrade in accordance with the Plans, Contract Documents and Specifications, and Lexington-Fayette Urban County Government (LFUCG) Standard Drawings, current edition. Work in this section shall also conform to Sections 206, 207, 505, 601, 801, 802, 803, 804, 805, and 823 of the Kentucky Department of Highways (KDOH) Standard Specifications, current edition, but only to the extent that these KDOH sections do not conflict with the content of the Plans, Contract Documents and Specifications, and LFUCG Standard Drawings.

Sidewalk within the neat lines of an entrance shall be considered part of the entrance with regard to construction requirements and also measurement and payment. The entire entrance from inside curb edge through the transition to original driveway shall be completed in continuous pour unless approved otherwise by the ENGINEER.

Subgrade shall be thoroughly compacted. Soft or unsuitable subgrade shall be excavated and replaced with compacted No. 57 stone. At the discretion of the Engineer, Contractor shall place a 4" thick subbase of No. 57 stone on top of compacted subgrade and shall strike and mechanically compact the stone to produce a uniform flat surface.

Expansion joints shall be placed at 32-foot intervals. Expansion joint material shall be of approved quality and of one-half (½) inch thickness. Expansion joints shall extend entirely and continuously through the concrete, and all excess expansion joint material shall be trimmed to conform to the surface of the concrete.

Concrete shall be sufficiently vibrated to assure removal of air voids. Concrete sidewalks shall be struck off by use of a screed, and they shall be floated and brushed. Edges and division marks shall be finished in a neat and workmanlike manner through use of the proper concrete finishing tools. Division joints in sidewalks shall be three-fourths (¾) inch in depth, at four foot intervals, or as indicated on the Plans.

When it is necessary to replace portions of existing concrete sidewalks and entrance pavements, such existing features will be removed to the nearest transverse joint or division mark beyond the matching point indicated on the Plans. The existing concrete shall be sawed by an approved concrete saw. In the absence of a transverse joint or division mark, the sawing shall be performed as directed by the OWNER. It will not be permissible to place new concrete against the ragged edges of concrete caused by removal devices such as hand tools and air hammers.

All concrete used shall be Class A concrete on which Type 2 (white pigmented) curing compound is used (clear curing compound will be required in Historic Districts). Any placing of concrete must be immediately preceded by inspection and approval of the OWNER.

Work for this section shall include all labor, materials, equipment, excavation, and incidentals necessary to complete the Work.

SECTION 8 - CONCRETE SIDEWALK (4½" AND 6")

8.2 PAYMENT

Accepted quantities for 4 ½ inch and 6 inch Concrete Sidewalk shall be paid for at their respective Contract Unit Prices as quoted (which shall be full compensation for all Work required under this Section) and paid per square yard of specified Concrete Sidewalk satisfactorily placed. All labor, materials, equipment, subgrade compaction, excavation and backfill shall be incidental to the placement of 4 ½ inch and 6 inch Concrete Sidewalks.

Accepted quantities for No. 57's will be paid for at the respective Contract Unit Price as quoted (which shall be full compensation for all Work required under this Section) and paid per ton of Crushed Stone satisfactorily placed, leveled and compacted. Payment shall be based on weight tickets for stone delivered and accepted for work. All labor, materials (other than the Crushed Stone), equipment, and excavation shall be incidental to the placement of Crushed Stone.

SECTION 10 – TOPSOIL FURNISH & PLACEMENT

10.1 SCOPE

The Work for this Section shall consist of furnishing and placing topsoil in locations as determined by the Engineer and shall include all labor, materials, equipment, excavation, and incidentals necessary to complete the Work in place, ready for use and constructed in conformance with KDOH Standard Specifications. Work for this Section shall conform to Kentucky Department of Highways Standard Specifications for Road and Bridge Construction Section 212.03.02, 827.10, Current Edition and the Lexington-Fayette Urban County Government Standard Drawings and shall include labor, excavation, materials, equipment and necessary incidentals.

10.2 WORK

Furnish and Place Topsoil: When the bid item is furnish and place topsoil, obtain topsoil conforming to Section 827 from source outside the project area. Avoid injury to existing planted growths, structures, and paved surfaces during topsoil operations.

Proper equipment and methods of operation that prevent the loading of subsoil or other unsuitable material with the topsoil. During hauling operations, keeping pavement surfaces clean. Promptly and completely remove any topsoil or other substances dropped on the surfaces before it is compacted by traffic.

Prepare areas designated to receive topsoil. Then place and spread topsoil to a sufficient loose depth so that after natural settlement and rolling, the completed work conforms to the required line, grades, and elevations. Compact the topsoil and prepare the area for seeding according to Specifications.

Spreading Stockpiled Topsoil: When the bid item is spreading stockpiled topsoil, obtain the material from existing stockpiled on or near the project.

Do not spread topsoil until grading and shaping of the area to receive the topsoil has been completed and seeding and protection operations are ready to begin. Spread and lightly compact the topsoil to a uniform depth of approximately 6 inches over areas specified on the Plans or as the Engineer directs. Do not place topsoil on slopes steeper than 3:1. Compact the topsoil and prepare the area for seeding according to Specifications.

10.3 MATERIAL

Topsoil is the portion of the soil profile defined technically as the "A" horizon by the Soil Science Society of America. Use loose, friable, topsoil that is free of stones, 1 inch or greater in overall dimensions, admixture of subsoil, refuse, stumps, roots, brush, weeds, and other material that prevent the formation of a suitable seed bed. Before stripping the topsoil, inspect for existing vegetation. Do not use topsoil from sites having Johnson Grass, Canada Thistle, Quack Grass, Nodding Thistle, or excessive amounts of noxious weeds or their rhizomes.

10.4 PAYMENT

Accepted quantities for Topsoil Placement will be paid for at the Contract Unit Price per cubic yard as quoted and this shall be full compensation for all Work required under this Section. All labor, materials, equipment, and excavation shall be incidental to the placement of Topsoil.

SECTION 11- EXCAVATION

PART 1 - GENERAL

A. WORK INCLUDED

1. Excavation and stockpiling on site of existing topsoil in areas to be raised in elevation.

B. PROTECTION

1. If applicable, sheet and brace excavations as necessary to protect workmen and adjacent work. Comply with local regulations or, in the absence thereof, with the "Manual of Accident Prevention in Construction" of the Associated General Contractors of America, Inc. and current OSHA Standards.
2. Notify Owner of unexpected subsurface conditions and discontinue affected work in area until notified to resumework.
3. Contractor shall provide ample means and devices with which to intercept any water entering the excavation area.

PART 2 –PRODUCTS

A. MATERIALS

1. Existing soils are described in the Geotechnical Report provided by the Owner for Contractor review prior to the bid. All removed soils shall be stockpiled on site to be evaluated for potential re-use on Project Site.
2. If additional soils are required, Contractor shall borrow soils from other areas of the park indicated by the geotechnical report as having adequate soil in areas designated by Owner. Any soil disturbances necessary in order to borrow soils shall be protected with erosion control measures during removal. At the conclusion of the removal, the areas shall be graded to match the elevations of surrounding areas and to drain well at no less than 2% and seeded per specification.

PART 3 – EXECUTION

A. PREPARATION

1. Identify required lines, levels, and contours

B. EXCAVATION

1. *Reserved*

C. REMOVAL OF WATER

1. The Contractor, at his own expense, shall provide adequate facilities for promptly and continuously removing water from all excavation.
2. 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.
3. All water pumped or drained from the Work shall be discharged through filter bags, stone checks, or other devices to prohibit the discharge of sediment to adjacent properties or stream. Additionally, water pumped or drained from the Work shall not interference with other work or cause damage to pavements, other surfaces, or property.

SECTION 11- EXCAVATION

D. UNAUTHORIZED EXCAVATION

1. Erroneous or unnecessary excavation shall be at no cost to the Owner.

E. EXISTING UTILITIES AND OTHER OBSTRUCTIONS

1. 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 plans. This includes the Division of Parks and Recreation who may have private utilities within the Project Site. 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 Owner, such damage was caused through no fault of the Contractor.

SECTION 12-FINISH GRADING-CONVENTIONAL

PART 1—GENERAL

A. Work Included

1. Work under this section includes all materials, labor, equipment, tools, and services to spread topsoil as previously stockpiled on the property or as required to be brought in to complete the project.

B. Quality Assurance

1. Qualifications: Contractors or subcontractors performing work under this Section shall be qualified to do such work and hold the appropriate registration, license, or other permit as required by state or local law.
2. Requirements of Regulatory Agencies: Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work.
3. Soils Testing Laboratory/Soils Engineer: Owner may employ a qualified soils testing laboratory/engineer to observe this work and make tests required.
 - a. Work to be done includes:
 - a. Have earth borrow fill, aggregate, sand, topsoil, and structural fill tested and approved by designated testing laboratory before moving it to the job site.
 - b. Test in-place soil and filled and compacted areas. If these are not adequate to bear weights imposed, Contractor shall advise the Owner, who will direct any corrective measures that are necessary.
 - b. If deemed necessary, the Soils Engineer's and Testing Laboratory's fees will be paid by the Owner except when the Soils Engineer or Testing Laboratory personnel are notified by the Contractor that work will be in progress, and they (Soils Engineer or Testing Laboratory personnel) come to the job site and work is not in progress. In that case, the Contractor shall pay for the Soils Engineer's or Testing Laboratory personnel's time and mileage. Contractor shall pay for retesting as required.
4. Applicable specifications for compacted fill: The following current American Society for Testing Materials (ASTM) Standards are hereby made part of this Specification:
 - a. D421-58, Dry Preparation of Soil Samples for Grain-Size Analysis and Determination of Soil Constants.
 - b. D422-63, Standard Method for Particle Size Analysis of Soils
 - c. D1140-54, Method of Test for Amount of Material in Soils Finer than the No. 200 Sieve
 - d. D1557-78, Standard Test Methods for Moisture-Density Relations of Soils and Soil-Aggregate Mixtures Using 10 lb. (4.54-kg) Rammer and 18 in. (457 mm) Drop.

SECTION 12-FINISH GRADING-CONVENTIONAL

C. Job Conditions

1. Existing Conditions

- a. Site Contractor shall familiarize him/herself with the site, the plans, the specifications and plan requirements and is responsible for calling any discrepancies or potential problems to the attention of the Owner.
- b. Do not interrupt existing utilities service to facilities occupied and used by Owner or others.

2. Soil Conditions

- a. Contractor is responsible for controlling moisture content in fill materials to allow obtaining required compaction densities.
- b. Contractor is responsible not to work on or travel over cut areas that have excessive moisture content.

3. Protection

1. Protect, maintain, and restore bench marks, monuments and other reference points affected by this work. If such items are displaced or destroyed by this work, they will be reestablished by a licensed surveyor at Contractor's expense. After items have been permanently set, certify the work and furnish certification tot the Owner.
2. Utilities
 - a. Contractor shall cooperate with the owners of any underground or overhead utility lines in their removal and rearrangement operation in order that these operations may progress in a reasonable manner.
 - b. Exercise all precautions necessary to prevent damage to pipes, conduits, and other underground structures. When or where any direct or indirect damage or injury to private or public property is caused in the execution of this contract, such property shall be restored to satisfactory condition by the Contractor and at the Contractor's expense.
 - c. The locations of existing underground piping and electrical ducts, where shown on the drawings, are only considered as approximate. The Contractor shall exercise particular care in locating such utility lines by hand digging to prevent them from being damaged by excavating equipment.
 - d. The Contractor shall be responsible for any damage done to existing utility lines and shall replace any such damage at this expense. All piping, duct banks, conduit, water and other service lines encountered in excavating, unless required to be removed, shall be supported and braced. Lines not shown on the plans are to be reported to the Owner.

Do not move, cut, cap or alter in any manner without the approval of the Owner.

SECTION 12-FINISH GRADING-CONVENTIONAL

3. Drainage

- a. Protect excavations and site in general from ponding water and erosion. Construct and maintain temporary drainage. Pump, if necessary, to keep excavations free of water.
- b. Protect all drainage systems from siltation by using proper grading practices, silt fencing, and check dams.

4. Temporary Drainage

- a. The Contractor shall be responsible for all necessary temporary drainage and shall employ temporary ditches, pumping and other elements necessary to eliminate ponding and water accumulation.
- b. The site shall be maintained in a freely draining condition at all times and to prevent water from draining unnecessarily onto adjacent properties. Proper drainage will be provided for any water or springs which may be encountered.

5. Environmental Requirements

- a. Dirt on pavements: Where the Contractor's equipment is operated on any portion of the pavement used by traffic, the Contractor shall clean the pavement of all dirt and debris at the end of each day's operations.
- b. Dust control: Dust control operations shall be performed by the Contractor to keep the amount of dust and dirt to a minimum. Water used for dust control shall be furnished and applied by means of tanks equipped with suitable sprinkling devices. All water used shall be paid for by the Contractor. The Owner, along with the Contractor, shall determine when water is required to alleviate or prevent dust nuisance.
- c. Provide for surface drainage during the period of construction in a manner to avoid creating a nuisance to adjacent areas. Keep excavation free of water during the entire process of the work, regardless of the case, source, or nature of the water.
- d. Provide erosion control devices as shown on the plans and as required by local, state, or federal law.
- e. Trees shall be left undisturbed, insofar as possible, as shown on the drawings.

6. Scheduling

Contractor shall keep him/herself informed of the construction progress of all other Contractors and/or Subcontractors working on the project, particularly where they affect his work, and shall coordinate his work with that of other Contractors to ensure efficient and orderly progress of the work.

7. Surveyor

- a. Contractor shall provide the services of a registered survey to lay out the graded area and check the grades during the progress of the work.

SECTION 12-FINISH GRADING-CONVENTIONAL

Surveyor shall provide as-built drawing of finished site work in AutoCAD 2013 format. Parks and Recreation has a site survey of pre-construction conditions which can be provided to the successful bidder's surveyor to be used as the base of as-built drawing.

8. Construction Stakes

- a. Construction stakes shall be set to mark the general location, alignment, elevation, and grade of the work. The Contractor shall assume full responsibility for dimension and elevations from such stakes.
- b. The Contractor shall furnish at his/her expense the size, quality, and quantity of stakes required.

9. Guarantee

1. The guarantee period as required by the Contract and shall commence with the date of issuance of the Final Certificate for Payment.

PART 2—PRODUCTS

A. Materials

1. Topsoil stripped and stored or previously spread in certain areas of the site shall be used for work of this section. Additional topsoil, if required, is to be supplied by the Contractor.
2. Additional topsoil shall be surface soil with a known local capability of satisfactorily supporting lawn growth. It shall be free of any admixture of subsoil, stones, lumps, clods of hard earth, plants and their roots, sticks, and other extraneous matter. Topsoil shall not be used for planting operations while in a frozen or muddy condition.

PART 3—EXECUTION

A. Grades

1. Finish grades shall be the proposed final grades shown on the drawings. Lawns shall be finish graded so that after settlement no water pockets or ridges will remain.

B. Installation

1. Loosen subgrade to a depth of 2" over all lawn areas by means of a cultmulcher or approved equal.
2. Topsoil to be spread to a minimum compacted depth of 6" on sports field(s) so that natural settlement and light rilling the completed work will conform to the lines, grades, and elevations shown on the drawings.
3. Topsoil to be spread to a minimum compacted depth of 4" on lawn areas, or as much topsoil is available on site after sports field(s) minimums have been satisfied so that after natural settlement and light rilling the completed work will conform to the drainage patterns shown on the drawings.

SECTION 12-FINISH GRADING-CONVENTIONAL

4. Finish grade shall allow for all swales to follow same drainage patterns shown on the plans.
5. Where not otherwise indicated, project areas within the limits of grading shall be given uniform slopes between points for finished grades which are shown or between such points and existing grade.
6. After spreading, topsoil shall be lightly compacted, as necessary, to minimize settlement.

C. PART 5—CLEAN-UP

1. Upon completion of the work, the Contractor shall leave the area in a neat and presentable condition acceptable to the Owner.

SECTION 13 - FINISH GRADING LASER PART 1—GENERAL

PART 1—GENERAL

A. Work Included

1. Work under this section includes providing all materials, labor, equipment, tools, and services to laser grade topsoil on new football field. Laser grading refers to grading operations that use a dual-slope laser which guides a reflector-mounted valve that automatically adjusts the cutting height of the grading equipment. Use only box blades pulled by laser-guided, rubber-tired tractors to fine grade playing surfaces and areas within playing field.

B. Quality Assurance

1. Qualifications: Contractors or subcontractors performing work under this Section shall be qualified to do such work and hold the appropriate registration, license, or other permit as required by state or local law.
2. Requirements of Regulatory Agencies: Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work.

C. Job Conditions

1. Existing Conditions: Site Contractor shall familiarize him/herself with the site, the plans, the specifications and plan requirements and is responsible for calling any discrepancies or potential problems to the attention of the Owner.
2. Do not interrupt existing utilities service to facilities occupied and used by Owner or others.

D. Soil Conditions

1. Contractor is responsible for controlling moisture content in fill materials.
2. Contractor is responsible not to work on or travel over cut areas that have excessive moisture content.

E. Protection

1. Protect, maintain, and restore bench marks, monuments and other reference points affected by this work. If such items are displaced or destroyed by this work, they will be reestablished by a licensed surveyor at Contractor's expense. After items have been permanently set, certify the work and furnish certification to the Owner.
2. Utilities
 - a. Contractor shall cooperate with the owners of any underground or overhead utility lines in their removal and rearrangement operation in order that these operations may progress in a reasonable manner.
 - b. Exercise all precautions necessary to prevent damage to pipes, conduits, and other underground structures. When or where any direct or indirect damage or injury to private or public property is caused in the execution of this contract, such property shall be restored to satisfactory condition by the Contractor and at the Contractor's expense
 - c. The locations of existing underground piping and electrical ducts, where shown on the drawings, are only considered as approximate. The

SECTION 13 - FINISH GRADING LASER PART 1—GENERAL

Contractor shall exercise particular care in locating such utility lines by hand digging to prevent them from being damaged by excavating equipment.

- d. The Contractor shall be responsible for any damage done to existing utility lines and shall replace any such damage at this expense. All piping, duct banks, conduit, water and other service lines encountered in excavating, unless required to be removed, shall be supported and braced. Lines not shown on the plans are to be reported to the Owner. Do not move, cut, cap or alter in any manner without the approval of the Owner.

F. Drainage

1. Protect excavations and site in general from ponding water and erosion. Construct and maintain temporary drainage. Pump, if necessary, to keep excavations free of water.
2. Protect all drainage systems from siltation by using proper grading practices, silt fencing, and check dams.

G. Temporary Drainage

1. The Contractor shall be responsible for all necessary temporary drainage and shall employ temporary ditches, pumping and other elements necessary to eliminate ponding and water accumulation.
2. The site shall be maintained in a freely draining condition at all times and to prevent water from draining unnecessarily onto adjacent properties. Proper drainage will be provided for any water or springs which may be encountered.

H. Environmental Requirements

1. Dirt on pavements: Where the Contractor's equipment is operated on any portion of the pavement used by vehicular or pedestrian traffic, the Contractor shall clean the pavement of all dirt and debris at the end of each day's operations.
2. Dust control: Dust control operations shall be performed by the Contractor to keep the amount of dust and dirt to a minimum. Water used for dust control shall be furnished and applied by means of tanks equipped with suitable sprinkling devices. All water used shall be paid for by the Contractor. The Owner, along with the Contractor, shall determine when water is required to alleviate or prevent dust nuisance.
3. Provide for surface drainage during the period of construction in a manner to avoid creating a nuisance to adjacent areas. Keep excavation free of water during the entire process of the work, regardless of the case, source, or nature of the water.
4. Provide erosion control devices as shown on the plans and as required by local, state, or federal law.

SECTION 13 - FINISH GRADING LASER PART 1—GENERAL

I. Scheduling

1. Contractor shall keep him/herself informed of the construction progress of all other Contractors and/or Subcontractors working on the project, particularly where they affect his work, and shall coordinate his work with that of other Contractors to ensure efficient and orderly progress of the work

J. Surveyor

1. Grading tolerance on athletic field shall be plus or minus $\frac{1}{2}$ inch for subgrades (25 x 25 grid survey required for certification)
2. Grading tolerance on athletic field shall be plus or minus $\frac{1}{4}$ inch for finish grade of topsoil (25 x 25 grid survey required for certification)
3. Contractor must use tractor mounted laser box guided equipment using turf tires in order to minimize compaction. Bulldozers are only acceptable for rough finish grades only.
4. Surveyor shall provide as-built drawing of finished site work in AutoCAD 2013 format.

K. Construction Stakes

1. Construction stakes shall be set to mark the general location, alignment, elevation, and grade of the work. The Contractor shall assume full responsibility for dimension and elevations from such stakes.
2. The Contractor shall furnish at his/her expense the size, quality, and quantity of stakes required.

L. Guarantee

1. The guarantee period as required by the Contract and shall commence with the date of issuance of the Final Certificate for Payment.

PART 2—PRODUCTS

A. Topsoil

1. Topsoil stripped and stored or previously spread in certain areas of the site shall be used for work of this section. Additional topsoil, if required, shall be authorized by the Owner and supplied by the Contractor per the unit costs included in this Contract.
2. Imported topsoil shall be surface soil with a known local capability of satisfactorily supporting turf growth. It shall be free of any admixture of subsoil, stones, lumps, clods of hard earth, plants and their roots, sticks, and other extraneous matter. Topsoil shall not be used for planting operations while in a frozen or muddy condition.

SECTION 13 - FINISH GRADING LASER PART 1—GENERAL

PART 3—EXECUTION

A. Grades

1. Finish grades shall be the proposed final grades shown on the drawings.
2. Upon completion of the work, the Contractor shall leave the area in a neat

SECTION 14 – EROSION AND SEDIMENT CONTROL

14.1 SCOPE

This section describes requirements for the planning and implementation of non-structural and structural best management practices (BMPs) to be used for erosion and sediment control during construction activities in Fayette County, Kentucky. Erosion control refers to efforts to maintain soil on a construction site. Sediment control refers to keeping the material that erodes from leaving the site.

The preparation of an erosion and sediment control plan integrating the non-structural and structural practices and procedures is a requirement for all construction projects that disturb one acre or more. The plan shall be submitted to the LFUCG Division of Engineering before beginning construction. Once the erosion and sediment control practices have been constructed, a grading permit can be obtained. For more information on permits, see Chapter 2 of the Storm Water Manual.

Work for this Section shall be in accordance to the Lexington-Fayette Urban County Government Standard Drawings and Chapter 11 of the Storm Water Manual and shall include all labor, excavation, materials, equipment, and incidentals necessary to complete the work.

Silt Fence

Silt fence is a temporary barrier to trap sediment that consists of a filter fabric stretched between supporting posts, with the bottom entrenched in the soil and with a wire support fence. Silt fence shall be installed down-slope of areas to be disturbed prior to clearing and grading. Silt fence must be situated such that the total area draining to the fence is not greater than one-fourth acre per 100 feet of fence. Silt fence shall be used for storm drain drop inlet protection and around soil stockpiles.

Silt fences are appropriate where the size of the drainage area is no more than one-fourth acre per 100 feet of silt fence length; the maximum slope length behind the barrier is 100 feet; and the maximum gradient behind the barrier is 50 percent (2H:1V). Silt fences can be used at the toe of stockpiles where the slope exceeds 2H:1V, but in that case, the slope length should not exceed 20 feet.

Silt fences can be used in minor swales or ditch lines where the maximum contributing drainage area is no greater than 2 acres. Under no circumstances shall silt fences be constructed in streams or in swales or ditch lines where flows are likely to exceed 1 cubic foot per second (cfs).

Synthetic filter fabric shall be a pervious sheet of propylene, nylon, and polyester or ethylene yarn and shall be certified by the manufacturer or supplier as conforming to the following requirements:

Physical Property Requirements

- Filtering Efficiency 75% (minimum)
- Tensile Strength at 20% 50 lbs./linear inch (minimum)
- Flow Rate 0.3 gal./ sq. ft/ min. (minimum)
- Synthetic filter fabric shall contain ultraviolet ray inhibitors and stabilizers to provide a minimum of 6 months of expected usable construction life at a temperature range of 0°F to 120°F.
- Posts for synthetic fabric silt fences shall be either 2-inch by 2-inch wood or 1.33 pounds per linear foot steel with a minimum length of 5 feet. Steel posts shall have projections for fastening wire to them. Wire fence

SECTION 14 – EROSION AND SEDIMENT CONTROL

reinforcement for silt fences shall be a minimum of 36 inches in height, a minimum of 14 gauge and shall have a mesh spacing of no greater than 6 inches.

Silt fences and filter barriers shall be inspected immediately after each rainfall and at least daily during prolonged rainfall. Any required repairs shall be made immediately. Knocked down fences shall be repaired at the end of each day. Should the fabric on a silt fence or filter barrier decompose or become ineffective prior to the end of the expected usable life and the barrier is still necessary, the fabric shall be replaced promptly. Sediment deposits shall be removed after each storm event or when deposits reach approximately one-half the height of the barrier. Any sediment deposits remaining in place after the silt fence or filter barrier is no longer required shall be dressed to conform with the existing grade, prepared, and seeded. Silt fences shall be replaced every 6 months.

14.2 BASIS OF PAYMENT

Accepted quantities for Erosion and Sediment Control will be paid for at the Contract Unit Price as quoted which shall be full compensation for all Work required under this Section: The LFUCG will make payment for the completed and accepted quantities under the following: All labor, materials (except as noted), equipment, fuel and excavation shall be incidental to the placement and removal of Erosion and Sediment Control. Maintenance of erosion and sediment control is incidental to installation.

Silt Fence
Wire Backed Silt Fence

Linear Foot
Linear Foot

SECTION 15A - SODDING

SECTION 15A - SODDING

- Part 1—General
- Part 2—Scope
- Part 3—Materials
- Part 4—Soil Preparation
- Part 5—Installation
- Part 6—Guarantee
- Part 7—Execution

PART 1—GENERAL

A. Quality Assurance

1. Sod to be certified and guaranteed by the distributor.
2. Fertilizer to be delivered to the site in original unopened containers bearing the manufacturer's guaranteed statement of analysis.

B. Product Delivery, Storage, and Handling

1. All sod and fertilizer to be stored under shelter.
2. Sod storage to be kept at a minimum, and preferably installed at the time of delivery.
3. Handling to be as per manufacturer recommendations.

C. Job Conditions

1. Fertilize after final grading is finished.
2. Do not fertilize or sod frozen or saturated soil.

PART 2—SCOPE

- A. Furnish all labor, materials, equipment and other related items necessary to sod areas as noted on plans.
- B. Specific items include, but are not limited to, the following:
 1. Sod
 2. Water
 3. hand labor
 4. machine work
 5. transportation
 6. tools
 7. guarantees
 8. maintenance
 9. other related items

PART 3—MATERIALS

A. Sod

1. The sod shall be well rooted fine lawn fescue, completely free from noxious weeds and reasonably free from other weeds and objectionable grasses.

B. Fertilizer

1. The fertilizer to be used on all sodded areas shall be non-burning urea form fertilizer with 5% of the nitrogen as methylene urea. The fertilizer shall meet the following requirements; 15% nitrogen, 5% phosphorus, 5% potash. The fertilizer shall be delivered to the site in the original unopened containers which shall bear the manufacturer's guaranteed analysis.

APPLICATION: 26 lbs/acre worked into top 3" of soil.

SECTION 15A - SODDING

C. Water

1. Water is to be free of substances harmful to plant growth.

PART 4—SOIL PREPARATION

- A. The areas to be sodded shall be covered with a 4" thickness of topsoil and graded so that the surface of the sod will be flush with the adjacent seeded surfaces, sidewalks or structures.

PART 5—INSTALLATION

- A. The sod shall be carefully placed by hand so that each section closely joins the adjacent sections without overlapping. All open spaces or gaps shall be plugged with sod to the appropriate size and shape.
- B. When placed on slopes, the sod shall be laid with the long edges of the strips parallel to the contour starting at the bottom of the slope. Successive strips shall be neatly matched and all joints staggered or broken.
- C. When placed on slopes 3:1 or steeper, 6' or more in height, and on areas subjected to the flow of substantial volumes of water, each strip or section of sod shall be staked securely with at least 2 wood stakes or wire staples not more than 2' (two feet) apart and driven flush with the surface. The stakes and staples shall meet the approval of the Owner.
- D. The sod, after it is placed, shall be wetted thoroughly and tamped sufficiently with approved tampers to incorporate the roots into the sod bed, and to ensure tight joints between the sections or strips.
- E. All sodded areas, including the sod bed, shall be kept moist (thoroughly) for at least 2 weeks after sodding. The sod shall be maintained in a good state of repair at all times during the life of the contract.

PART 6—GUARANTEE

- A. The contractor shall guarantee a minimum of 90% live sod on the sodded areas at the inspection between 3 and 6 months after completion of the project, and no vacant area of dead sod shall be larger than 15 square feet.

PART 7—EXECUTION

A. Inspection

1. Verify that related work has been completed.
2. Do not start work until conditions are satisfactory

END OF SECTION

SECTION 15 – SEEDING & PROTECTION

PART 1—GENERAL

A. Quality Assurance

1. Seed mixes and germination rates to be certified and guaranteed by distributor.
2. Fertilizer to be delivered to the site in original unopened containers bearing the manufacturers guaranteed statement of analysis.

B. Product Delivery, Storage, and Handling

1. All seed, fertilizer, lime and mulch to be stored under shelter.

C. Job Conditions

1. Begin fertilizing after grading is finished.
2. Do not fertilize or seed frozen or saturated soil.
3. Erect traffic barriers.

PART 2—PRODUCTS

A. Materials

1. **Fertilizer:** The fertilizer to be used on all seeding areas shall be non-burning urea form fertilizer with 5% of the nitrogen as methylene urea. The fertilizer shall meet the following minimum requirement; 15% nitrogen, 5% phosphorus, 5% potash. The fertilizer shall be delivered to the site in the original unopened containers which shall bear the manufacturer's guaranteed statement of analysis. Application rate is 26 lbs/acre worked into the top 3" of the soil.
2. **Lime:** Ground agricultural limestone shall be of the finest quality available.
3. **Seed:**
 - General: Southern States Contractor Mix or equal product containing 50% turf type tall fescue and 50% annual ryegrass
 - Athletic Field: Jaguar fescue or equal.
4. **Mulch:** Use straw to protect all seeded areas except for sloped areas. Straw is to be clean wheat or clean oat straw. *Use an erosion control blanket North American Green BioNet product, S150BN double net straw blanket, or approved equal on the embankment areas.*
5. **Water:** Water is to be free of substances harmful to plant growth.

B. Seeding:

1. Application rate is 300 lbs/acre on site.

PART 3 –EXECUTION

A. Inspection

1. Verify that related work has been completed.
2. Do not start work until conditions are acceptable.

SECTION 16-SITE AMENITY INSTALLATION

PART 1: GENERAL

- 1.01 Purpose
 - A. This section contains standards for the installation of exterior benches, picnic tables and trash/recycling receptacles.
- 1.02 Layout of Benches
 - A. Site Placement: Benches are to be located within close proximity of uses expected to generate pedestrian traffic requiring places to rest. Benches shall be placed adjacent to, rather than within, pedestrian travel corridors, and their location shall not obstruct travel routes or building entries or interfere with other site amenities and activities. If possible, benches shall be positioned to face scenic views. Owner will review and approve of all proposed bench locations prior to installation.
- 1.03 Layout of Picnic Furniture
 - A. Site Placement: Picnic tables and chairs are to be located within close proximity of outdoor recreational activities. No picnic tables shall be installed without the presences of nearby trash receptacles of sufficient size and number to handle the anticipated waste. Picnic furniture shall be placed adjacent to, rather than within, pedestrian travel corridors, and their location shall not obstruct travel routes or building entries or interfere with other site amenities and activities. If possible, picnic furniture shall be positioned to face scenic views. Owner will review and approve all picnic table locations prior to installation.
- 1.04 Protection
 - A. Deliver, handle, store and install product in accordance with manufacturer's instructions to prevent damage.

PART 2: PRODUCTS

- 2.01 Bench
 - A. Type:
 - 1. Wabash Valley Shadeland Series SH405d.
 - 2. Wabash Valley Contemporary Series Bench
 - B. Surface mount or in-ground anchoring method to be specified on plans.
- 2.02 Picnic Table
 - A. Type:
 - 1. Wabash Valley Signature Series SG235D.
 - 2. Wabash Valley Shadeland series SH100D.
 - B. Surface mount or in-ground anchoring method to be specified on plans.
 - C. Wheelchair seating areas next to benches and ADA accessible picnic tables when desired shall require larger concrete pads preferred as described in Section 3 Execution.
- 2.03 Trash/Recycling Receptacle
 - A. Type:

SECTION 16-SITE AMENITY INSTALLATION

1. Wabash Valley Signature Series

PART 3: EXECUTION

3.01 Examination

- A. Do not begin installation until substrates have been properly prepared.
- B. If substrate preparation is the responsibility of another installer, notify Owner of unsatisfactory preparation before proceeding.

3.02 Installation

- A. Install site furnishings in accordance with manufacturer's installation instructions and in proper relationship with adjacent construction. Adjust until satisfactory results are achieved.
- B. Install site furnishings level, plumb, square, accurately aligned, and correctly located per drawings, and without warp. Use hardware and fasteners acceptable to manufacturer.

3.03 Bench Installation

- A. Anchoring and Leveling: Benches shall be affixed to a concrete pad using fastening methods as required by the manufacturer and specified by the Designer.

B. Concrete Pad

- 1. Overall Design: Single benches shall be placed on a single concrete pad. A new pad shall abut and be square with existing pavement.
- 2. Materials: 6" thick, with 6x6 woven wire mesh and aggregate base, 3000 psi.
- 3. Grade: Top of pad to be flush with surrounding grade. Slope of concrete pad to be minimum 1%, maximum 2%.

3.02 Picnic Table Installation

- A. Anchoring and Leveling: Picnic tables and chairs shall be affixed to a concrete pad using fastening methods as required by the manufacturer.

B. Concrete Pad

- 1. Overall Design: One picnic tables shall be placed on a single concrete pad. A new pad shall abut and be square with existing pavement.
- 2. Materials: 6" thick, with 6x6 woven wire mesh and aggregate base. 3,000 psi.
- 3. Grade: Top of pad to be flush with surrounding grade. Slope of concrete pad to be minimum 1%, maximum 2%.

3.03 Shop Drawings

- A. Shop drawings showing fabrication and construction details (including proposed size and scoring pattern for concrete pad and depictions of the relationship of proposed benches and picnic furniture to adjacent travel routes, pavement or landscaped surfaces and other site amenities such as trash receptacles) will be provided for each project.

SECTION 16-SITE AMENITY INSTALLATION

3.04 CLEANING AND PROTECTION

- A. Clean in accordance with manufacturer's recommendations.
- B. Protect installed products until completion of project.
- C. Touch-up, repair or replace damaged products and finishes in accordance with manufacturer's instructions before Substantial Completion.

SECTION 17 – SINGLE BLOCK MASONRY RETAINING WALL

17.1 SCOPE

This Work shall consist of furnishing all materials and construction of a modular concrete gravity retaining wall system (Keystone, VERSA-LOK or approved equal) in accordance with these specifications, manufacturer's recommendations and in reasonably close conformity with the lines, grades, design, and dimensions shown on the plans. Work includes furnishing and placing concrete blocks, caps, and pins. Work also includes excavation, preparing foundation soil, installing leveling pad, drainage fill and backfill to the lines and grades shown on the construction drawings. This modular concrete gravity retaining wall will be limited to the maximum height recommended by the manufacturer as measured from the base of the wall to the top.

17.2 BASIS OF PAYMENT

Accepted quantities of Single Block Masonry Retaining Wall will be paid at the Contract Unit Price per square foot as measured from the free face, which shall be full compensation for all Work required by this section. It does not include the material cost of drain pipe, drainage fill, backfill material brought from off-site, and materials for the leveling pad as specified in the construction drawings. Those items shall be paid for at their respective unit bid price determined elsewhere under this Contract. Where such a unit cost is not furnished, the item shall be separately negotiated.

SECTION 18 – ADA PARKING SIGN

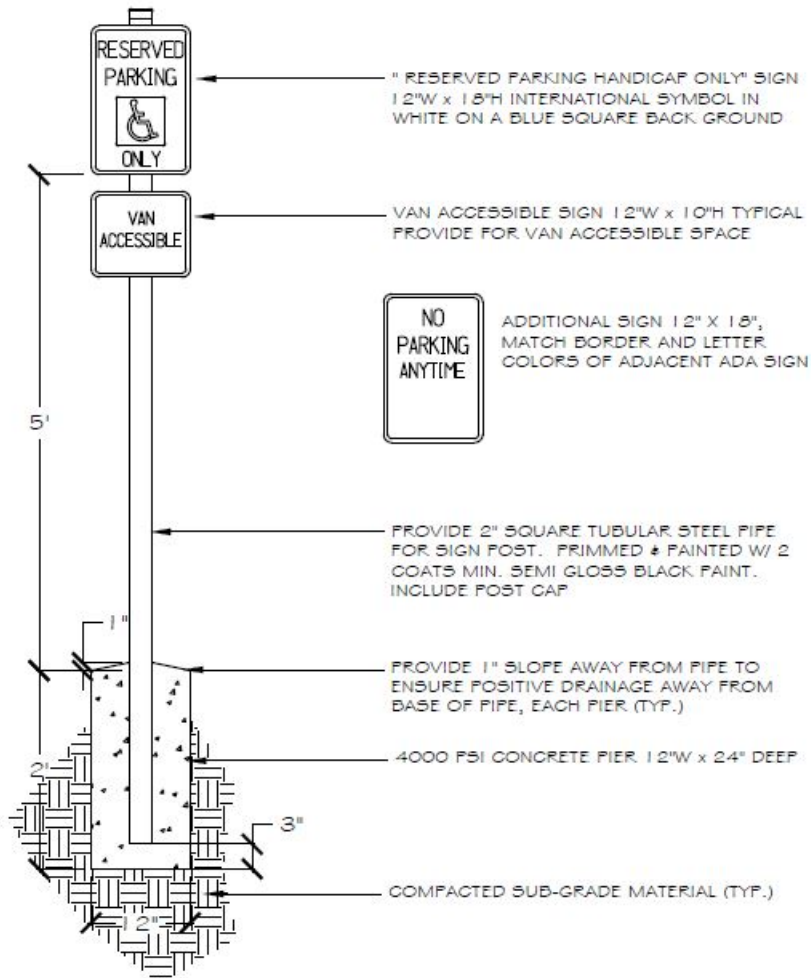
18.1 SCOPE

The Work covered by this specification consists of furnishing all materials, equipment, and labor for erecting an ADA parking Sign as indicated in the drawing below. All statements included with the drawing are pertinent. Payment for the ADA Parking Sign will be as indicated below.

18.2 BASIS OF PAYMENT

Accepted quantities for ADA Parking Sign will be paid for at the Contract Unit Price as quoted per each (which shall be full compensation for all Work under this Section) and paid per specified ADA Parking Sign satisfactorily placed. All labor, materials, equipment, and excavation shall be incidental to the placement of Project Sign.

ADA Parking Sign detail



SECTION 19 – HIGH DENSITY POLYETHYLENE PERFORATED PIPE

19.1 SCOPE

The Work consists of furnishing and installing High Density Polyethylene Perforated Pipe at depths of zero (0) to four (4) feet. Work for this Section shall conform to Kentucky Department of Highways Standard Specifications for Road and Bridge Construction, Sections 704 and associated cross references, Current Edition and to Lexington-Fayette Urban County Government Standard Drawings 320, 320-1, 321, and 322, and shall include all labor, materials, equipment, and incidentals necessary to complete the Work, using only polyethylene perforated pipe.

19.2 BASIS OF PAYMENT

Accepted quantities for 4" and 6" High Density Polyethylene Perforated Pipe with incidental geotextile fabric, aggregate cover, and bedding will be paid for at the Contract Unit Price as quoted (which shall be full compensation for all Work required under Section) and paid per linear foot of Polyethylene Perforated Pipe satisfactorily placed at a depth of four (4) feet. All labor, materials, and equipment shall be incidental to the placement of Polyethylene Perforated Pipe.

For High Density Polyethylene Perforated Pipe at depths greater than four (4) feet additional pay items such as materials, stone and excavation will be paid separately.

SECTION 20 EQUIPMENT AND OPERATOR

SECTION 20.1 - SINGLE OR TRIPLE AXLE DUMP TRUCK

20.1.1 SCOPE

Work under this Section shall consist of furnishing a single or triple axle dump truck with minimum eight (8) cubic yard capacity with driver for miscellaneous hauling of dirt and/or rock and other materials as requested by the OWNER. The truck and driver supplied shall be in good working order and capable of completing the Work in a timely manner. Should the OWNER feel that the truck and/or driver are not adequate, they may reject either the truck and/or driver and no payment will be made.

20.1.2 BASIS OF PAYMENT

Accepted truck and driver for a Single Axle Dump Truck or Triple Axle Dump Truck will be paid for at the Contract Unit Price as quoted (which shall be full compensation for all Work under this Section) and paid per hour of Work satisfactorily completed. Payment shall be based on accepted hours of working under the direction of the OWNER.

The cost of the material (such as clean fill) or tipping fees (such as excess soil disposal) if applicable, shall be paid for at cost plus 15% for overhead and profit (to be submitted as Contract progresses and as needed). LFUCG must approve the tonnage rate prior to commencement of work. Furthermore, no payments will be made without proper invoices for materials furnished or disposed.

SECTION 20.2 – GRADER WITH OPERATOR

20.2.1 SCOPE

Work under this Section shall consist of furnishing a grader with operator for grading at various locations to be determined. The grader supplied shall be in good working order, and with the trained operator, be capable of completing the required Work in a timely manner. Should the OWNER feel that the grader and/or operator are not adequate, he may reject either the grader and/or operator and no payment will be made.

20.2.2 BASIS OF PAYMENT

Accepted equipment and operator time for a Grader with an Operator will be paid for at the Contract Unit Price as quoted (which shall be full compensation for all Work under this Section) and paid per hour of Work satisfactorily completed. No direct payment will be made for delivery time to or from the Work site.

SECTION 20.3 – ROLLER/COMPACTOR WITH OPERATOR

20.3.1 SCOPE

Work under this Section shall consist of furnishing a roller/compactor with operator for work at various locations to be determined. The roller/compactor supplied shall be in good working order, and with the trained operator, be capable of completing the required Work in a timely manner. Should the OWNER feel that the roller/compactor and/or operator are not adequate, he may reject either the roller/compactor and/or operator and no payment will be made.

20.3.2 BASIS OF PAYMENT

Accepted equipment and operator time for a roller/compactor with an Operator will be paid for at the Contract Unit Price as quoted (which shall be full compensation for all Work under this Section) and paid per hour of Work satisfactorily completed. No direct payment will be made for delivery time to or from the Work site.

SECTION 20.4 - SMALL BACKHOE/LOADER WITH OPERATOR SCOPE

Work under this Section shall consist of furnishing a small rubber tire backhoe of Case 580 or equivalent with operator for excavation and loading at various locations to be determined. The

backhoe shall be in good working order, and with the trained operator, be capable of completing the required Work in a timely manner. Should the OWNER feel that the backhoe and/or operator are not adequate, he may reject either the backhoe and/or operator and no payment will be made.

20.4.1 SMALL BACKHOE/LOADER WITH OPERATOR - BASIS OF PAYMENT

Accepted equipment and operator time for a Small Backhoe/Loader with an Operator will be paid for at the Contract Unit Price as quoted (which shall be full compensation for all Work under this Section) and paid per hour of Work satisfactorily completed. No direct payment will be made for delivery time to or from the Work site.

20.4.2 SKID LOADER WITH OPERATOR - SCOPE

Work under this Section shall consist of furnishing a skid loader of Case SR 250 or equivalent with operator for loading, lifting, auguring, etc., at various locations to be determined. The skid loader shall be in good working order, and with the trained operator, be and capable of completing the required Work in a timely manner. Should the OWNER feel that the skid loader and/or operator are not adequate, he may reject either the skid loader and/or operator and no payment will be made.

20.4.3 SKID LOADER WITH OPERATOR - BASIS OF PAYMENT

Accepted equipment and operator time for a Skid Loader and Operator will be paid for at the Contract Unit Price as quoted (which shall be full compensation for all Work under this Section) and paid per hour of Work satisfactorily completed. No direct payment will be made for delivery time to or from the Work site.

20.4.4 JACKHAMMER WITH OPERATOR - SCOPE

Work under this Section shall consist of furnishing an excavator with a hydraulic hammer of Case CX130C or equivalent with operator for jack hammering at various locations to be determined. The backhoe shall be in good working order, and with the trained operator, be capable of completing the required Work in a timely manner. Should the OWNER feel that the excavator/hammer and/or operator are not adequate, he may reject either the jackhammer and/or operator and no payment will be made.

20.4.5 JACKHAMMER WITH WORKER - BASIS OF PAYMENT

Accepted equipment and operator time for a Jackhammer with Operator will be paid for at the Contract Unit Price as quoted (which shall be full compensation for all Work under this Section) and paid per hour of Work satisfactorily completed. No direct payment will be made for delivery time to or from the Work site.

SECTION 21 - UNSPECIFIED, INCIDENTAL MATERIALS

21.1 SCOPE

Work under this Section shall be for furnishing materials, not specified in this Document, to be determined as needed by the OWNER and delivered to the Work Site.

21.2 BASIS OF PAYMENT

Work under this Section shall be paid for at a price agreed upon between the CONTRACTOR and the OWNER and shall include cost plus 15% for overhead and profit (to be submitted as Contract progresses and as needed). No payments will be made under this Section without proper invoices for materials furnished.

SECTION 22 - UNSPECIFIED, INCIDENTAL LABOR

22.1 SCOPE

Work under this Section shall be for furnishing labor, not specified in this Document, to be determined as needed by the OWNER.

22.2 BASIS OF PAYMENT

Work under this Section shall be paid for at a price agreed upon between the CONTRACTOR and the OWNER and shall include Direct Wages Plus Certified Overhead Plus 15% Profit (to be submitted as Contract progresses and as needed). Payments under the Section shall require daily payroll sheets for the labor required.



ADDENDUM #1

Bid Number: **#130-2020**

Date: December 16, 2020

Subject: **Parks Construction Unit Price Contract**

Address inquiries to:
Kristie Thomas
(859) 258-3320

TO ALL PROSPECTIVE SUBMITTERS:

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

Excel Spreadsheet has been corrected and attached with new file name 130-2020 UPC BID SCHEDULE ELECTRONIC FORMrv12.16.2020.

Lonwave Questions:

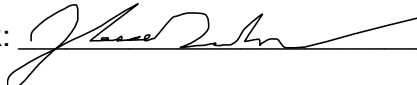
1. I know this has been bid before is it possible to post the last bid tab? **Answer:** Yes. Bid tabulation attached below.
2. Have you bid this type of project before? If so, can you post the bid results? **Answer:** Yes. Bid tabulation attached below.

Todd Slatin, Director
Division of Central Purchasing

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

COMPANY NAME: Tennis Technology Inc

ADDRESS: 5510 Poplar Park Blvd. Louisville KY 40228

SIGNATURE OF BIDDER:  _____



BID FOR: Construction Unit Price Contract for Parks & Recreation DATE March 16, 2016

NO	VENDOR	BB	Date/Time	Init	NO	VENDOR	BB	Date/Time	Init
1	ZKB Services, LLC				5	Tennis Technology, Inc			
2	Green & Fryman LLC				6	Sensabaugh Design & Construction			
3	G&G Paving & Construction				7	Rio Grande Fence Company			
4	Bluegrass Contracting Corp.				8	Myers Fencing			
ARTICLE	1	2	3	4	5	6	7	8	
Bit pavement for athletic courts Base	NB	Non-Responsive	85.00	127.00	105.00	120.00	177.00	NB	
Bit pavement for athletic courts Surface	NB		100.00	132.00	110.00	130.00	185.00	NB	
Bit pavement w. aramid fib ath crts Base	NB		95.00	152.00	122.00	NB	195.00	NB	
Bit pavement w. aramid fib ath crts Surf	NB		110.00	154.00	125.00	NB	195.00	NB	
Bit pavement milling athletic courts	NB		50.00	65.00	29.50	50.00	95.00	NB	
Dense grade aggregate placed Base	NB		22.00	30.00	21.00	24.00	95.25	NB	
Bituminous pavement Crack repair	NB		2.00	26.00	19.75	1.75	40.00	NB	
Bituminous pavement Crack filler	NB		0.50	1.95	1.00	1.50	3.25	NB	
Court color coating	NB		12.00	6.20	4.30	14.50	NB	NB	
Court striping	NB		1.25	1.30	0.85	2.50	NB	NB	
Athletic court fencing coated 8'	NB		NB	42.25	NB	48.40	32.50	32.00	
Athletic court fencing coated 10'	NB		NB	47.45	37.50	55.12	36.50	36.00	
Athletic court fencing coated 12'	NB		NB	57.85	NB	66.90	44.50	39.00	
Athletic court fencing galvanized 8'	NB		NB	35.75	NB	35.20	27.50	28.00	
Athletic court fencing galvanized 10'	NB		NB	42.25	35.00	41.80	32.50	32.00	
Athletic court fencing galvanized 12'	NB		NB	50.00	NB	48.75	38.50	35.00	
Asphalt sealing	NB		1.25	1.75	NB	1.25	NB	NB	
Parking lot striping	NB		0.50	1.00	NB	1.50	NB	NB	



ADDENDUM #2

Bid Number: **#130-2020**

Date: December 22, 2020

Subject: **Parks Construction Unit Price Contract**

Address inquiries to:
Kristie Thomas
(859) 258-3320

TO ALL PROSPECTIVE SUBMITTERS:

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

1. Excel Spreadsheet has been updated to include a line item for Athletic court patch and level surface and is attached in Ionwave with new file name 130-2020 UPC BID SCHEDULE ELECTRONIC FORMrv12.22.2020.
2. As per additional line item above, updated Part III, 4. BID SCHEDULE – SCHEDULE OF VALUES, pages P-6 through P-7 attached.
3. Technical Specifications Section 2, Part 2 – Application should read:
 - A. Application shall proceed only if the surface is dry and clean and the temperature is at least fifty degrees (50°F) and rising, and the surface temperature is not in excess of one hundred forty degrees (140°F). Do not apply coatings when rain is imminent.
 - B. New asphalt pavement shall cure for 14 days and new concrete shall cure for 28 days prior to application of any surfacing materials.
 - C. The Latex-ite®Acrylic Resurfacer or approved equal is applied in one or two separate applications and is accomplished by use of a 24" to 48" long, flexible, 50 to 70 durometer rubber squeegee of good quality and in good condition. The first coat will be applied in a perpendicular direction to the playing net. The second coat and finish coat will be applied parallel with the playing net. Each application must thoroughly dehydrate before application of succeeding coat. The entire surface shall be checked for ridges and imperfections after each filler coat and scraped smooth and cleaned of all loose debris. Care must be taken to insure a smooth and uniform texture, free from ridges and tool marks.. Coverage rate will vary depending on surface porosity. Design mix based on manufacturer's recommendation and the existing court conditions. Latex-ite acrylic resurfacer or approved equal should be mixed thoroughly to insure uniform consistency.
 - D. The Latex-ite®Acrylic Color System or approved equal is applied in three separate applications and is accomplished by use of a 24" to 48" long, flexible, 50 to 70 durometer rubber squeegee of good quality and in good condition. The first two coats are filler



coats. The first coat will be applied in a perpendicular direction to the playing net. The second coat and finish coat will be applied parallel with the playing net. Each application must thoroughly dehydrate before application of succeeding coat. The entire surface shall be checked for ridges and imperfections after each filler coat and scraped smooth and cleaned of all loose debris. Care must be taken to insure a smooth and uniform texture, free from ridges and tool marks, as the final coat is not to be scraped.

E. Color as specified.

4. Technical Specifications Section 2, Part 3 – Playing Lines, A should read:

Line paint shall be 100 % acrylic paint for marking game lines on tennis courts, basketball courts and other recreational areas. A primer coat shall be applied on all new construction. Playing lines to be two inches (2") wide conforming to the plans and shall be accurately located, marked and painted with 2 coats of line paint. Paint color is White. To assure crisp lines, it is advisable to use tape to mask lines. Remove tape as soon as line paint has dried. Allow each coat of material to dry thoroughly before applying successive coats. Twenty-four (24) hours' drying time shall be allowed before recreational use.

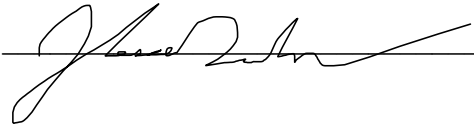


Todd Slatin, Director
Division of Central Purchasing

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

COMPANY NAME: Tennis Technology Inc

ADDRESS: 5510 Poplar Park Blvd. Louisville KY 40228

SIGNATURE OF BIDDER: 



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.

In addition to completing the following schedule of values, Bidders shall enter their unit prices on the attached Excel spreadsheet (Available through the LFUCG Ion Wave Procurement website), titled *130-2020 UPC BID SCHEDULE ELECTRONIC FORMrv12.20.2020.xls*, and submit it through Ion Wave.

The Bidder is not required to bid on every item listed in the bid schedule. In instances where the Bidder chooses not to bid on a specific item, the Bidder shall enter the phrase “no bid” in the unit price column for that respective item. However, Bidders are cautioned that failure to submit a unit bid price on an item will disqualify the Bidder from any project requiring that item, even if they have submitted unit bid prices for all other work items pertaining to that particular project.

BIDDERS MUST COMPLETE THE EXCEL SPREADSHEET AVAILABLE ON THE LFUCG IONWAVE PROCUREMENT SITE at <https://lexingtonky.ionwave.net/Login.aspx> AND SUBMIT EXCEL SPREADSHEET, AS WELL AS, PRINTED AND SIGNED COPY OF SPREADSHEET VIA THE RESPONSE ATTACHMENTS TAB.

#	ITEM	UNIT
1	Bituminous pavement for athletic courts: Base	TN
2	Bituminous pavement for athletic courts: Surface	TN
3	Bituminous pavement for athletic courts reinforced with aramid fibers: Base	TN
4	Bituminous pavement for athletic courts reinforced with aramid fibers: Surface	TN
5	Bituminous pavement milling for athletic courts	TN
6	Bituminous pavement crack filler	LF
7	Bituminous pavement full depth crack repair	LF
8	Athletic court color coating	SY
9	Athletic court patch and level surface	SY
10	Athletic court striping	LF
11	Asphalt sealing	SY
12	Parking lot striping	LF
13	Chain link fencing; vinyl coated: 6 ft.	LF
14	Chain link fencing; vinyl coated: 8 ft.	LF
15	Chain link fencing; vinyl coated: 10 ft.	LF
16	Chain link fencing; vinyl coated: 12 ft.	LF
17	Chain link fencing; galvanized; 6 ft.	LF
18	Chain link fencing; galvanized: 8 ft.	LF
19	Chain link fencing; galvanized: 10 ft.	LF
20	Chain link fencing;; galvanized: 12 ft.	LF
21	4 board wood fence	LF
22	Dense grade aggregate placed base	TN

23	No. 2 stone	TN
24	No. 9 stone	TN
25	No. 57 stone	TN
26	Concrete sidewalk	SY
27	Finished Concrete	CY
28	Concrete pavement; 4 in. depth	SY
29	Concrete pavement; 6 in. depth	SY
30	Concrete pavement; 8 in. depth	SY
31	Playground header curb installation	LF
32	Topsoil	CY
33	Excavation	CY
34	Embankment	CY
35	Finish grading	CY
36	Laser grading	CY
37	Standard staked silt fence-installed	LF
38	Wire back silt fence-installed	LF
39	Seeding & protection; General (standard seed mix)	SY
40	Seeding & protection: Athletic Field (special seed mix)	SY
41	Sod: provide & installation	SF
42	Site amenity install; trash can	EA
43	Site amenity install; standard bench	EA
44	Site amenity install: covered single bench	EA
45	Site amenity install: covered double bench	EA
46	Site amenity install: square picnic table	EA
47	Site amenity install: covered square picnic table	EA
48	Site amenity installation: 6 ft. rectangle picnic table	EA
49	Site amenity installation: 8 ft. rectangle handicap picnic table	EA
50	Site amenity installation: covered 6 ft. rectangle picnic table	EA
51	Single block masonry retention wall	SF
52	Supply and install ADA parking sign	EA
53	Solid drain pipe	LF
54	4 in. HDPE perforated pipe	LF
55	6 in. HDPE perforated pipe	LF
56	Jackhammer with operator	HR
57	Skid steer loader with operator	HR
58	Backhoe (small) with operator	HR
59	Roller/compactor with operator	HR
60	Grader with operator	HR
61	Dump truck (single axle) with driver	HR
62	Dump truck (tri-axle) with driver	HR

Payment and Performance Bond cost for projects over \$50,000.00 (<i>See Special Conditions Section 4</i>). Enter % of total project cost	%
Minimum total project for consideration (<i>See Special Conditions Section 2</i>) Enter Dollar amount	\$
Unspecified incidental materials at cost plus 15%. Check if interested	<input type="checkbox"/>
Unspecified incidental labor at direct wages plus certified overhead plus 15%. Check if interested	<input type="checkbox"/>

Project: Parks Construction Unit Price Contract Bid# 130-2020
 Bid Date: 12/30/20

Contractor: Tennis Technology Inc

#	Spec Sec.	Item	Unit	Unit Price
1	1	Bituminous pavement for athletic courts: Base	TN	\$ 125.00
2	1	Bituminous pavement for athletic courts: Surface	TN	\$ 140.00
3	1	Bituminous pavement for athletic courts reinforced with aramid fibers: Base	TN	\$ 145.00
4	1	Bituminous pavement for athletic courts reinforced with aramid fibers: Surface	TN	\$ 155.00
5	1	Bituminous pavement milling for athletic courts	TN	\$ 50.00
6	2	Bituminous pavement crack filler	LF	\$ 4.00
7	2	Bituminous pavement full depth crack repair	LF	\$ 20.00
8	2	Athletic court color coating	SY	\$ 6.50
9	2	Athletic court patch and level surface	SY	\$ 0.50
10	2	Athletic court striping	LF	\$ 0.85
11	3	Asphalt sealing	SY	No Bid
12	3	Parking lot striping	LF	No Bid
13	5	Chain link fencing; galvanized; 6 ft.	LF	\$ 45.00
14	5	Chain link fencing; galvanized; 8 ft.	LF	\$ 48.00
15	5	Chain link fencing; galvanized; 10 ft.	LF	\$ 50.00
16	5	Chain link fencing; galvanized; 12 ft.	LF	\$ 52.00
17	4	Chain link fencing; vinyl coated; 6 ft.	LF	\$ 45.00
18	4	Chain link fencing; vinyl coated; 8 ft.	LF	\$ 45.00
19	4	Chain link fencing; vinyl coated; 10 ft.	LF	\$ 48.00
20	4	Chain link fencing; vinyl coated; 12 ft.	LF	\$ 50.00
21	6	4 board wood fence	LF	No Bid
22	7	Dense grade aggregate placed base	TN	\$ 35.00
23	7	No. 2 stone	TN	\$ 38.00
24	7	No. 9 stone	TN	\$ 38.00
25	7	No. 57 stone	TN	\$ 38.00
26	8	Concrete sidewalk	SY	No Bid
27	9	Finished Concrete	CY	No Bid
28	9	Concrete pavement; 4 in. depth	SY	No Bid
29	9	Concrete pavement; 6 in. depth	SY	No Bid
30	9	Concrete pavement; 8 in. depth	SY	No Bid
31	9	Playground header curb installation	LF	No Bid
32	10	Topsoil	CY	\$ 15.00
33	11	Excavation	CY	\$ 35.00
34	11	Embankment	CY	No Bid
35	12	Finish grading	CY	\$ 40.00
36	13	Laser grading	CY	\$ 30.00
37	14	Standard staked silt fence-installed	LF	\$ 2.50
38	14	Wire back silt fence-installed	LF	No Bid
39	15	Seeding & protection; General (standard seed mix)	SY	\$ 2.50
40	15	Seeding & protection: Athletic Field (special seed mix)	SY	No Bid
41	15	Sod: provide & installation	SY	No Bid
42	16	Site amenity install; trash/recycling receptacle	EA	\$ 50.00
43	16	Site amenity install; standard bench	EA	\$ 150.00
44	16	Site amenity install: covered single bench	EA	\$ 150.00
45	16	Site amenity install: covered double bench	EA	\$ 150.00
46	16	Site amenity install: square picnic table	EA	\$ 250.00
47	16	Site amenity install: covered square picnic table	EA	\$ 250.00
48	16	Site amenity installation: 6 ft. rectangle picnic table	EA	\$ 250.00
49	16	Site amenity installation: 8 ft. rectangle handicap picnic table	EA	\$ 250.00
50	16	Site amenity installation: covered 6 ft. rectangle picnic table	EA	\$ 250.00
51	17	Single block masonry retention wall	SF	\$ 40.00
52	18	Supply and install ADA parking sign	EA	\$ 450.00
53	19	Solid drain pipe	LF	\$ 12.00
54	19	4 in. HDPE perforated pipe	LF	\$ 9.00
55	19	6 in. HDPE perforated pipe	LF	\$ 15.00
56	20	Jackhammer with operator	HR	\$ 65.00
57	20	Skid steer loader with operator	HR	\$ 80.00
58	20	Backhoe (small) with operator	HR	\$ 90.00
59	20	Roller/compactor with operator	HR	\$ 80.00
60	20	Grader with operator	HR	\$ 100.00
61	20	Dump truck (single axle) with driver	HR	No Bid
62	20	Dump truck (tri-axle) with driver	HR	No Bid

Payment and Performance Bond Cost for Projects over \$50,000 (See Special Conditions, Section 6) - Up to 5% allowance for total construction cost	5.0%
Unspecified Incidental Materials at Cost Plus 15% - Check if Interested	<input checked="" type="checkbox"/>
Unspecified Incidental Labor at Direct Wages Plus Certified Overhead Plus 15% - Check if Interested	<input checked="" type="checkbox"/>
Minimum Total Project for Consideration (See Special Conditions, Section 3) - Enter dollar amount	\$ 600.00



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/21/2021

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

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

PRODUCER CBI INSURANCE ST. MATTHEWS 127 S. Sherrin Avenue Louisville, KY 40207 David C. Walker 502-371-7834		CONTACT NAME: Darlene Harris PHONE (A/C, No, Ext): 502-371-7834 FAX (A/C, No): E-MAIL ADDRESS: dharris@cbipro.com	
INSURED Tennis Technology, Inc. 5510 Popular Park Louisville, KY 40299		INSURER(S) AFFORDING COVERAGE INSURER A: National Trust Ins. Co. INSURER B: KY AGC SIF INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 20141	

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.

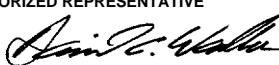
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Blanket AI GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	X		CPP100044900	05/01/2020	05/01/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Emp Ben. \$ 1,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	X		CA100044898	05/01/2020	05/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			UMB100044898	05/01/2020	05/01/2021	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N <input type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below			3895 3895	01/01/2020 01/01/2021	01/01/2021 01/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 4,000,000 E.L. DISEASE - EA EMPLOYEE \$ 4,000,000 E.L. DISEASE - POLICY LIMIT \$ 4,000,000
A	Leased and Rented			CPP100044900	05/01/2020	05/01/2021	Per Item 50,000
A	Installation			CPP100044900	05/01/2020	05/01/2021	Installat 25,000

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

Certificate Holder is additional insured respects General Liability and Auto Liability

CERTIFICATE HOLDER

CANCELLATION

LEXIN01 LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT (LFUCG) DIV. OF BLDG. INSPECTION 200 EAST MAIN STREET LEXINGTON, KY 40607	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 
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