

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 **Buckeye Construction and Restoration Ltd**, doing business as a partnership located in the City of Waterford, County of Washington, and State of Ohio, hereinafter called "CONTRACTOR."

WITNESSETH: That the CONTRACTOR and the OWNER in consideration of four hundred twenty-four thousand seventy-five Dollars and No Cents (\$424,075.00) quoted in the proposal by the CONTRACTOR, dated March 29, 2022, 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 THP Limited for the Government Center Garage Improvement project.

2. TIME OF COMPLETION

The time period estimated and authorized by the OWNER for the proper execution of the Work by the Contract, in full, is hereby fixed as two hundred (200) days to substantial completion and an additional fourteen (14) days to final completion. The time shall begin in accordance with the Notice to Proceed provided by OWNER.

3. ISSUANCE OF WORK ORDERS

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

4. THE CONTRACT SUM

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

5. PROGRESS PAYMENTS

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

6. ACCEPTANCE AND FINAL PAYMENT

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

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

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

7. THE CONTRACT DOCUMENTS

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

8. EXTRA WORK

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

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

SPECIFICATIONS

SECTION NO.	TITLE	PAGES
I	Advertisement for Bids	AB 1 thru 5
II	Information for Bidders	IB 1 thru 10
III	Form of Proposal	P 1 thru 38
IV	General Conditions	GC 1 thru 52
V	Special Conditions	SC 1 thru 8
VI	Contract Agreement	CA 1 thru 5
VII	Performance and Payment Bonds	PB 1 thru 7
VIII	Addenda	AD 1 thru 1
IX	Technical Specifications and Drawings	

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

(Seal)

Lexington-Fayette Urban County Government.
Lexington, Kentucky

(Owner)

ATTEST:

Marilyn Stock
Deputy Clerk of the Urban County Council

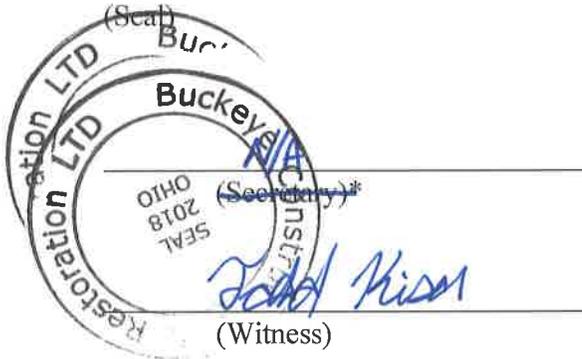
BY: *Linda Gorton*
MAYOR

[Signature]
(Witness)

Mayor
(Title)

Buckeye Construction & Restoration, Ltd.

(Contractor)


(Witness)

BY: *Dakota L. Brown*

Dakota Brown - VP of Preconstruction

(Title)

405 Watertown Road, Waterford, Ohio 45786

(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.



AIA Document A312™ – 2010

Payment Bond

CONTRACTOR:

(Name, legal status and address)

Buckeye Construction & Restoration, LTD
405 Watertown Road
Waterford, OH 45786

SURETY:

(Name, legal status and principal place of business)

Travelers Casualty and Surety Company of America
1 Tower Square, 5PB
Hartford, CT 06183

OWNER:

(Name, legal status and address)

Lexington-Fayette Urban Co. Government
200 East Main Street - 3rd Floor
Lexington, KY 40507

CONSTRUCTION CONTRACT

Date: April 5, 2022

Amount: \$ 424,075.00

Description:

(Name and location)

Government Center Garage 2022 Repairs
200 East Main Street, Lexington, KY 40507

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

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

BOND

Date: April 5, 2022

(Not earlier than Construction Contract Date)

Amount: \$ 424,075.00

Modifications to this Bond: None See Section 18

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)
Buckeye Construction & Restoration, LTD

Signature: 

Name and Title: **DAKOTA BROWN**

VP of Preconstruction

(Any additional signatures appear on the last page of this Payment Bond.)

SURETY

Company: (Corporate Seal)
Travelers Casualty and Surety Company of America

Signature: 

Name and Title: **Kevin Daniel Sheral**

Attorney-in-Fact

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

Friedlander Company

P. O. Box 1566

Charleston, WV 25311

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

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

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

"The said surety for value received hereby stipulates and agrees that no change, extension of time, alterations, or additions to the terms of the contract, or to the work to be performed there under, or the specifications accompanying them, shall in any way affect its obligations on this bond, alteration or addition to the terms of the contract, or to the work specifications."

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company:

(Corporate Seal)

SURETY

Company:

(Corporate Seal)

Signature: _____

Name and Title: _____

Address: _____

Signature: _____

Name and Title: _____

Address: _____

Init.



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Richard L. Higginbotham, Robin Hubbard-Sherrod, Jeffery O'Dell, and Bonnie Perrine of Charleston, West Virginia**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, 2021.



State of Connecticut

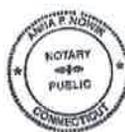
By: 
Robert L. Raney, Senior Vice President

City of Hartford ss.

On this the **21st** day of **April**, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2026




Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

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

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

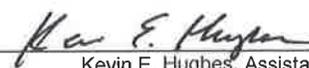
FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice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

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

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 5th day of April, 2022




Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**

 **AIA** Document A312™ – 2010

Performance Bond

CONTRACTOR:

(Name, legal status and address)

Buckeye Construction & Restoration, LTD
405 Watertown Road
Waterford, OH 45786

SURETY:

(Name, legal status and principal place of business)

Travelers Casualty and Surety Company of America
1 Tower Square, 5PB
Hartford, CT 06183

OWNER:

(Name, legal status and address)

Lexington-Fayette Urban Co. Government
200 East Main Street - 3rd Floor
Lexington, KY 40507

CONSTRUCTION CONTRACT

Date: April 5, 2022
Amount: \$424,075.00

Description:

(Name and location)

Government Center Garage 2022 Repairs
200 East Main Street, Lexington, KY 40507

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

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

BOND

Date: April 5, 2022

(Not earlier than Construction Contract Date)

Amount: \$424,075.00

Modifications to this Bond: None See Section I6

CONTRACTOR AS PRINCIPAL

Company: *(Corporate Seal)*

Buckeye Construction & Restoration, LTD

Signature: 

Name and *DANA BROWN*

Title: *VP of Preconstruction*

(Any additional signatures appear on the last page of this Performance Bond.)

SURETY

Company: *(Corporate Seal)*

Travelers Casualty and Surety Company of America

Signature: 

Name and

Title: Attorney-in-Fact

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

Friedlander Company
P. O. Box 1566
Charleston, WV 25311

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

Init.

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the

Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

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

§ 14 Definitions

§ 14.1 Balance of the Contract Price. The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 Contractor Default. Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

"The said surety for value received hereby stipulates and agrees that no change, extension of time, alterations, or additions to the terms of the contract, or to the work to be performed there under, or the specifications accompanying them, shall in any way affect its obligations on this bond, alteration or addition to the terms of the contract, or to the work specifications.

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company: _____
(Corporate Seal)

Signature: _____
Name and Title: _____
Address: _____

SURETY

Company: _____
(Corporate Seal)

Signature: _____
Name and Title: _____
Address: _____



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Richard L. Higginbotham, Robin Hubbard-Sherrod, Jeffery O'Dell, and Bonnie Perrine of Charleston, West Virginia**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, 2021.



State of Connecticut

City of Hartford ss.

By: 
Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2026




Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

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

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

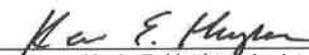
FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice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

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

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 5th day of April, 2022




Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**

Government Center Garage 2022 Repairs

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

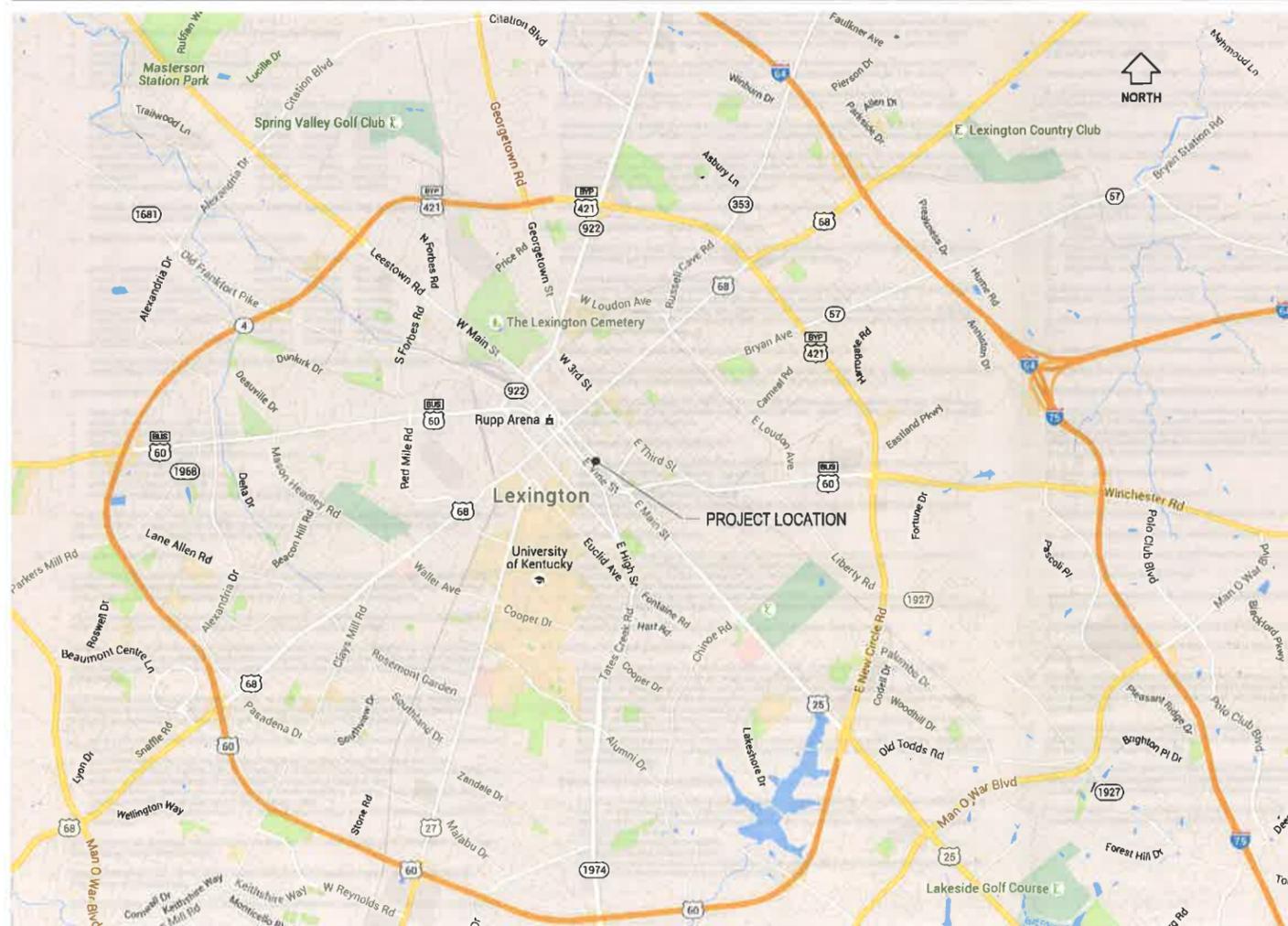


THP

THP Limited, Inc.
Cincinnati • Cleveland
100 East Eighth Street
Cincinnati, Ohio 45202
Phone: 513.241.3222
www.thpltd.com

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VICINITY MAP:



DRAWING INDEX:

- 0.01 TITLE VICINITY MAP AND DRAWINGS INDEX
- 0.02 GENERAL NOTES
- 1.01 LEVEL 1 FLOOR PLAN REPAIRS
- 1.02 LEVEL 2 FLOOR PLAN REPAIRS
- 1.03 LEVEL 3 FLOOR PLAN REPAIRS
- 2.01 WINDOW SCHEDULE
- 2.02 WINDOW DETAILS
- 3.01 REPAIR DETAILS
- 3.02 REPAIR DETAILS

PREPARED BY:



THP Limited, Inc.
100 East Eighth Street
Cincinnati, Ohio 45202
Phone: 513.241.3222
www.thpltd.com

Lexington-Fayette Urban
County Government
200 East Main Street
Lexington, Kentucky 40504

DATE	DESCRIPTION

DESIGNED BY	G.O. Donahue
PROJECT MANAGER	Z.S. Wolcott
PREPARED BY	A.M. Mette
DATE	A.M. Mette

Government Center Garage
2022 Repairs
Bid No. 27-2022

DATE	DESCRIPTION

0.01

GENERAL NOTES:

A. CODES AND SPECIFICATIONS

- 2018 KENTUCKY BUILDING CODE, SECOND EDITION, WITH EDITS AS OF MAY 2020.
- 2018 INTERNATIONAL EXISTING BUILDING CODE.
- AS NOTED THROUGH DESIGN LOADS FOR BUILDINGS AND OTHER STRUCTURES.
- ACI 318-14, SPECIFICATIONS FOR STRUCTURAL CONCRETE FOR BUILDINGS AS MODIFIED BY CONSTRUCTION DOCUMENTS.
- AISC 360-10, CODE OF STANDARD PRACTICE FOR STEEL BUILDINGS AND BRIDGES AS MODIFIED BY CONSTRUCTION DOCUMENTS.
- AISC 360-11, STRUCTURAL WELDING CODE - STEEL.
- A SEPARATE BIDDING PROJECT MANUAL DATED FEBRUARY 2022 EXISTS AND IS PART OF CONTRACT DOCUMENTS. GENERAL CONDITIONS AND TECHNICAL REQUIREMENTS ARE INCLUDED IN PROJECT MANUAL. CONTRACTOR IS RESPONSIBLE FOR ALL REQUIREMENTS OF THIS PROJECT NOTED IN PROJECT MANUAL, BUT NOT NECESSARILY INCLUDED IN DRAWINGS.

B. DESIGN LOADS

- FLOOR LOADS
 - TYPICAL FLOOR LIVE LOAD: 40 PSF, 3,000 LB CONCENTRATED
 - STAIR LIVE LOAD: 100 PSF
- ROOF LOADS
 - ROOF LIVE LOAD: 20 PSF
 - CONCENTRATED LOAD ON ROOF: 300 LBS
- SNOW LOADS
 - GROUND SNOW LOAD: $P_g = 20$ PSF
 - SNOW EXPOSURE FACTOR: $C_e = 1.00$
 - THERMAL FACTOR: $C_t = 1.2$
 - SNOW LOAD IMPORTANCE FACTOR: $I_s = 1.0$
 - FLAT ROOF SNOW LOAD: $P_f = 18$ & 8 PSF
- WIND LOADS
 - DESIGN WIND SPEED (1-SECOND GUST) $V_W = 115$ MPH ($V_{30} = 89$ MPH)
 - RISK CATEGORY: II
 - WIND EXPOSURE: B, $G = 1.0$, $K_d = 1.0$, $K_z = 1.0$
 - INTERNAL PRESSURE COEFFICIENT, ENCLOSED BUILDING: $C_{pi} = +0.18$
 - ROOF HEIGHT $H = 40$ FT
 - COMPONENTS AND CLADDING - ULTIMATE STRENGTH DESIGN:

FACTORED LOADS PSF (k)	185F	50SF	100SF
EFFECTIVE WIND AREA			
1 ROOF, TYPICAL AREAS	+10.9/2.8	+1.9/2.2	+3.7/2.8
2 ROOF WITHIN 30 FT OF EDGES	+10.4/3.2	+2.2/2.2	+3.0/2.8
3 ROOF WITHIN 10 FT OF CORNERS	+10.4/3.2	+2.2/2.2	+3.0/2.8
4 WALLS, TYPICAL AREAS	+23.6/2.8	+2.2/2.2	+3.0/2.2
5 WALLS WITHIN 10 FT OF CORNERS	+23.6/2.8	+2.2/2.8	+3.0/2.4
6 PARAPETS	+24.0/4.2	+2.8/3.2	+3.0/2.8
7 PARAPETS WITHIN 10 FT OF CORNERS	+24.0/4.2	+2.8/3.2	+3.0/2.8

*FINAL NET DESIGN WIND PRESSURE, INCLUDING PERMITTED REDUCTIONS, USED IN DESIGN SHALL NOT BE LESS THAN 16PSF ACTING IN EITHER DIRECTION.

COMPONENTS AND CLADDING - ALLOWABLE STRESS DESIGN

FACTORED WINDING LOADS PSF (k)	185F	50SF	100SF
EFFECTIVE WIND AREA			
1 ROOF, TYPICAL AREAS	+8.2/1.5	+5.4/1.4	+1.9/1.3
2 ROOF WITHIN 24 FT OF EDGES	+14.1/2.9	+1.2/1.8	+1.1/1.8
3 ROOF WITHIN 10 FT OF CORNERS	+14.1/2.9	+1.2/1.8	+1.1/1.8
4 WALLS, TYPICAL AREAS	+14.1/2.9	+1.2/1.8	+1.1/1.3
5 WALLS WITHIN 10 FT OF CORNERS	+14.1/2.9	+1.2/1.8	+1.1/1.3
6 PARAPETS	+14.4/2.4	+1.2/1.8	+1.1/1.1
7 PARAPETS WITHIN 10 FT OF CORNERS	+14.4/2.4	+1.2/1.8	+1.1/1.1

*FINAL NET DESIGN WIND PRESSURE, INCLUDING PERMITTED REDUCTIONS, USED IN DESIGN SHALL NOT BE LESS THAN 16PSF ACTING IN EITHER DIRECTION.

C. COORDINATION AND CONSTRUCTION

- CONTRACTOR SHALL COMPLETE ALL WORK REQUIRED AND NECESSARY FOR PROJECT IN ACCORDANCE WITH PROJECT SPECIFICATIONS, DRAWINGS, AND REFERENCED STANDARDS. SPECIFICATIONS AND DRAWINGS COMPLEMENT EACH OTHER. CONTRACTOR SHALL THOROUGHLY REVIEW BOTH BEFORE PROCEEDING WITH ANY WORK.
- ARCHITECT/ENGINEER'S OBSERVATION AND REVIEW OF CONTRACTOR'S PERFORMANCE DOES NOT INCLUDE REVIEW OF ADEQUACY OF CONTRACTOR'S SAFETY MEASURES IN OR ON NEAR CONSTRUCTION SITE.
- CONTRACTOR SHALL SUPERVISE AND DIRECT WORK AND SHALL BE SOLELY RESPONSIBLE FOR ALL CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES, AND PROCEDURES, AS PART OF THEIR RESPONSIBILITY. CONTRACTOR SHALL RETAIN SERVICES OF LICENSED STRUCTURAL ENGINEER TO DESIGN AND SUPERVISE CONSTRUCTION OF ALL SCAFFOLDING FOR WORKMEN.
- SHOP DRAWINGS AND INSTALLATION DRAWINGS SHALL BE PREPARED AND SUBMITTED FOR REVIEW. SUBMITTALS PREPARED BY SUBCONTRACTORS SHALL BE REVIEWED BY TRADE CONTRACTOR AND GENERAL CONTRACTOR OR CONSTRUCTION MANAGER PRIOR TO SUBMITTING TO ARCHITECT/ENGINEER.
 - FIELD VERIFY ALL EXISTING DIMENSIONS, ELEVATIONS, AND CONDITIONS WHICH AFFECT FABRICATION AND SHOW ON SHOP DRAWINGS.
 - VERIFY AND SHOW EXACT SIZE AND LOCATION OF OPENINGS, EMBEDDED ANCHORS, AND OTHER ITEMS.
 - SHOW AND LOCATE ALL SERVICES, EMBEDDED, CHANNELS, ETC. ON COORDINATION/DRAWINGS. ITEMS NOT SUBMITTED FOR REVIEW TO ARCHITECT/ENGINEER ARE NOT PERMITTED IN OR THROUGH STRUCTURE.
 - SUBMIT COMPLETE SHOP DRAWINGS WITH MANUFACTURERS' DATA ETC. SHOW ALL CONNECTIONS AND DETAILS NECESSARY TO FULLY DESCRIBE AND PROPERLY INSTALL WORK.
 - ARCHITECT/ENGINEER'S REVIEW SHALL BE FOR GENERAL ARRANGEMENT AND CONFORMANCE WITH STRUCTURAL INTENT ONLY.
- SPECIFICATIONS AND DRAWINGS TYPICALLY REFER TO FINISHED STRUCTURE, UNLESS NOTED OTHERWISE. THEY DO NOT PRESCRIBE METHOD OF CONSTRUCTION.
- TRAFFIC ENDS STRUCTURE AND PORTIONS THEREOF AS REQUIRED TO MAINTAIN STABILITY UNTIL COMPLETE AND FUNCTIONING AS DESIGNED UNIT.
- CONTRACTOR SHALL PROVIDE ALL LABOR, MATERIALS, AND EQUIPMENT FOR SUCCESSFUL COMPLETION OF THIS PROJECT.

- CONTRACTOR SHALL APPLY, SECURE, AND PAY FOR ALL REQUIRED LOCAL PERMITS, FEES, LICENSES, AND APPROVAL FOR COMPLETION OF WORK.
- ALL DETAILS, SECTIONS, AND NOTES ON DRAWINGS ARE INTENDED TO BE TYPICAL FOR SIMILAR SITUATIONS ELSEWHERE UNLESS NOTED OTHERWISE.
- NEW CONSTRUCTION WORK SHALL ALIGN WITH AND MATCH EXISTING CONSTRUCTION WORK EXCEPT WHERE OTHERWISE DIMENSIONED OR OTHERWISE.
- ANY ADJACENT EXISTING FINISHES AND/OR EQUIPMENT DAMAGED DURING DEMOLITION OR CONSTRUCTION WORK SHALL BE REPAIRED OR REPLACED AT CONTRACTOR'S EXPENSE.
- CONTRACTOR WILL COORDINATE ALL CONSTRUCTION ACTIVITIES, SCHEDULE, AND PHASING WITH OWNER AND ARCHITECT/ENGINEER.
- CONTRACTOR SHALL FURNISH OWNER AND ARCHITECT/ENGINEER ACCESS TO ALL WORK AREAS DURING NORMAL WORKING HOURS.
- CONTRACTOR SHALL DISPOSE OF ALL DEBRIS OFF SITE IN LAWFUL MANNER.
- CONTRACTOR SHALL INCLUDE ALL COSTS FOR LABOR, MATERIAL, RENTAL EQUIPMENT, ETC. BYING TO CLEAN UP OR OTHER AREAS. SITE WORKER BEGINS TO PERFORM WORK.

D. WORK AREA RESTRICTIONS

- IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, CONTRACTOR WILL BE SOLELY AND COMPLETELY RESPONSIBLE FOR CONDITIONS OF JOB SITE AND WORK AREAS, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY DURING PERFORMANCE OF WORK. THIS REQUIREMENT WILL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS.
- CONTRACTOR IS RESPONSIBLE FOR SITE OFFICE MOBILIZATION HAS BEGUN TO COMPLETE WORK. EXAMPLES OF MOBILIZATION INCLUDE BUT ARE NOT LIMITED TO ERECTION OF TEMPORARY PROTECTION, ERECTION OF BEAMS, AND STAGING MATERIALS. WORK IS COMPLETE AFTER ALL REPAIRS ARE COMPLETE, WORK AREA IS CLEANED TO ORIGINAL CONDITION, AND OWNER HAS (7) DAYS TO REVIEW WORK AREA AND REPORT ANY DAMAGE CAUSED BY CONTRACTOR. DAMAGE CAUSED BY WORK OR LACK OF PROPER PROTECTION IS TO BE REPAIRED PER OWNER'S DIRECTION AT CONTRACTOR'S EXPENSE.
- REVIEW PROJECT MILESTONES AND PHASING NOTES ON DRAWING SERIES 1.00 FOR ADDITIONAL INFORMATION ON WORK AREA RESTRICTIONS.
- AT ALL WORK AREAS, CONTRACTOR TO PROVIDE ACCESS TO DESIGN TEAM AND OWNER FOR OBSERVATION OF CONSTRUCTION ACTIVITIES. PRIOR TO REMOVAL OF EXISTING ACCESS/EQUIPMENT (STAIRS, AERIAL PLATFORMS, ETC), PROVIDE DESIGN TEAM (7) BUSINESS DAYS NOTICE TO ALLOW FOR SITE OBSERVATION TRIP. IF NOTICE IS NOT PROVIDED, CONTRACTOR WILL BE REQUIRED TO PROVIDE NEW ACCESS/EQUIPMENT FOR SITE OBSERVATION TRIP.
- CONTRACTOR SHALL PROVIDE ALL SIGNAGE REQUIRED TO CLEARLY ESTABLISH WORK AREAS AS RESTRICTED AND OFF LIMITS TO PUBLIC. ALL SIGNS SHALL BE PROFESSIONALLY PREPARED AND REVIEWED IN ADVANCE BY OWNER.
- CONTRACTOR SHALL PROVIDE ALL SIGNAGE AND ADDITIONAL TRAFFIC CONTROL METHODS TO SAFELY REDUCE PEDESTRIAN AND VEHICULAR TRAFFIC AROUND WORK AREAS. IF NECESSARY, PROVIDE TRAFFIC CONTROL PERSONNEL.
- CONTRACTOR SHALL PROVIDE MEASURES TO ENSURE ALL DUST AND DEBRIS GENERATED BY WORK REMAINS WITHIN WORK AREA AND DOES NOT POSE HAZARDOUS OR OBSTRUCTIVE CONDITIONS FOR ALL PATRONS AND MECHANICAL SYSTEM.
- CONTRACTOR SHALL PROVIDE TEMPORARY WEATHER PROTECTION TO PREVENT WATER ENTRY INTO STRUCTURE AND TO MAINTAIN STRUCTURE DRY/WEATHER TIGHT CONDITION. ENSURE THAT PROTECTIVES IN PLACE AND WATER TIGHT BEFORE END OF EACH DAY'S WORK. DURING WORK, CONTRACTOR SHALL BE PREPARED FOR UNEXPECTED WEATHER CHANGES, SO THAT TEMPORARY PROTECTION CAN BE QUICKLY INSTALLED.
- CONTRACTOR SHALL MAINTAIN CLEAN AND ORDERLY SITE AND STORAGE AREA.

E. EXISTING CONDITIONS PROTECTION REQUIREMENTS

- "SITE" IS DEFINED AS CURRENT REPAIR AREAS IN WHICH WORK IS OCCURRING PLUS STAGING AREAS AND ALL ADJACENT STRUCTURES AND LANDSCAPE FEATURES WHICH COULD BE AFFECTED BY WORK.
 - REPAIR AREAS ARE INDICATED ON DRAWINGS.
 - ITEMS THAT COULD AFFECT ADJACENT STRUCTURES AND LANDSCAPE FEATURES INCLUDE BUT ARE NOT LIMITED TO RIGGING OR LIFT ACCESS, FALLING DEBRIS, BLOWING DEBRIS, AND/OR PILES.
 - EXAMPLES OF ADJACENT STRUCTURE AND LANDSCAPE FEATURES INCLUDE BUT ARE NOT LIMITED TO ADJACENT FACADE ELEVATIONS, ROOF AREAS ABOVE REPAIR USED FOR RIGGING, ALL AREAS BELOW WORK EITHER ROOF OR GRADE, AND STAGING AREAS.
- PROVIDE TEMPORARY PROTECTION OF SITE DURING COURSE OF ALL PHASES OF WORK.
 - PROVIDE CONSTRUCTION BARRIERS AROUND WORK AREAS. REVIEW PROJECT MILESTONES AND PHASING NOTES ON DRAWING SERIES 1.00 FOR ADDITIONAL INFORMATION ON SITE SPECIFIC BARRIERS.
- PRIOR TO START OF WORK, COMPLETE ALL PRE-CONSTRUCTION SURVEYS AND DOCUMENTATION OF SITE. COORDINATE WITH OWNER SPECIFIC SITE REQUIREMENTS PRIOR TO START OF WORK. REFER TO ADDITIONAL REQUIREMENTS BELOW FOR SPECIFIC STRUCTURE ELEMENTS.
 - PRIOR TO START OF WORK, COORDINATE WITH OWNER ALL SPECIFIC SITE REQUIREMENTS INCLUDING BUT NOT LIMITED TO PROTECTION, SCHEDULING, AND PHASING.
 - PRIOR TO START OF WORK, COMPLETE SURVEY OF SITE (VIDEO OR DIGITAL PHOTOS). REPORT TO OWNER DAMAGED STRUCTURE ELEMENTS NOT BEING REPAIRED.
 - INVESTIGATION OR CONSIDERED ACCEPTANCE OF SITE REGARDLESS OF FAILURE TO SUBMIT DOCUMENTATION OF EXISTING CONDITION.
- EXISTING ROOF SYSTEM REQUIREMENTS
 - PRIOR TO START OF WORK, DOCUMENT (VIDEO OR DIGITAL PHOTOS) CONDITION OF ROOF SYSTEM PARAPET, AND ADJACENT ROOFS NOT INDICATED ON DRAWINGS. SUBMIT DOCUMENTATION TO OWNER.
 - COORDINATE ROOF PROTECTION WITH OWNER AND TO MAINTAIN EXISTING WARRANTY.
 - PROTECT ROOF SYSTEM DURING ALL PHASES OF WORK.
 - DAMAGE NOT EVIDENT IN DOCUMENTATION OR DAMAGE TO ROOF SYSTEM DURING COURSE OF WORK TO BE REPAIRED PER OWNER'S DIRECTION AT CONTRACTOR'S EXPENSE. ROOF REPAIRS SHALL COMPLY WITH ANY EXISTING WARRANTIES.
 - REVIEW WITH OWNER AND ARCHITECT/ENGINEER FOR PROTECTION ON ROOF SYSTEM.
- EXISTING OPENINGS REQUIREMENTS
 - OPENINGS INCLUDE BUT ARE NOT LIMITED TO WINDOWS, DOORS, AND MECHANICAL OPENINGS (COVERS)
 - PRIOR TO START OF WORK, SURVEY ALL OPENINGS AND DOCUMENT DAMAGED ITEMS.
 - EXAMPLES OF DAMAGED GLAZING INCLUDES BUT ARE NOT LIMITED TO CRACKED OR FOGGED GLAZING.
 - EXAMPLES OF DAMAGED FRAMES OR DOORS INCLUDE BUT ARE NOT LIMITED TO DENTED OR SCRATCHED FINISH.
 - PROTECT OPENINGS DURING ALL PHASES OF WORK.
 - DAMAGE NOT EVIDENT IN DOCUMENTATION OR DAMAGE DURING COURSE OF WORK TO BE REPAIRED PER OWNER'S DIRECTION AT CONTRACTOR'S EXPENSE.
 - DURING PERFORMANCE OF WORK, COORDINATE WITH OWNER TO SHUT DOWN AIR INTAKE EQUIPMENT IN AREA WHERE WORK IS BEING PERFORMED TO PREVENT DUST AND DEBRIS FROM ENTERING AIR HANDLING EQUIPMENT AND/OR INTO STRUCTURE INTERIOR.
- EXISTING GRADE/LANDSCAPING REQUIREMENTS
 - EXAMPLES OF GRADE/LANDSCAPING INCLUDE BUT ARE NOT LIMITED TO PAVERS, PAVING (CONCRETE AND ASPHALT), TREES, SHRUBS, BUSHES, GRASS, AND SITE FEATURES (SITE WALLS, BOLLARDS)
 - PRIOR TO START OF WORK, DOCUMENT (VIDEO OR DIGITAL PHOTO) CONDITION OF GRADE/LANDSCAPING. SUBMIT DOCUMENTATION TO OWNER.
 - COORDINATE PROTECTION WITH OWNER.
 - PROTECT DURING ALL PHASES OF WORK.
 - DAMAGE NOT EVIDENT IN DOCUMENTATION OR DAMAGE TO GRADE/LANDSCAPING DURING COURSE OF WORK TO BE REPLACED PER OWNER'S DIRECTION AT CONTRACTOR'S EXPENSE.

F. SAFETY

- PROJECT SAFETY IS RESPONSIBILITY OF CONTRACTOR. CONTRACTOR SHALL PROVIDE ALL MEASURES NECESSARY TO PROTECT PERSONNEL, STAFF, GENERAL PUBLIC, WORKERS, AND STRUCTURE DURING CONSTRUCTION. SUCH MEASURES SHALL INCLUDE BUT NOT BE LIMITED TO BARRICADES, OVERHEAD PROTECTION, BRACING, SHORING FOR CONSTRUCTION EQUIPMENT, SCAFFOLDING, PLANING, SAFETY NETS, SUPPORT AND BRACING FOR CRANES.
- CONTRACTOR AT HIS OWN EXPENSE, SHALL ENGAGE PROPERLY QUALIFIED PERSONS TO ESTABLISH WHERE AND HOW TEMPORARY PRECAUTIONARY MEASURES SHALL BE USED AND INSPECT SAME IN FIELD. OBSERVATION VISITS TO SITE BY FIELD REPRESENTATIVE OF ARCHITECT/ENGINEER SHALL NOT INCLUDE INSPECTION OF ABOVE ITEMS.
- DUTY OF ARCHITECT/ENGINEER TO CONDUCT CONSTRUCTION REVIEW OF CONTRACTOR'S PERFORMANCE IS NOT INTENDED TO INCLUDE REVIEW OF ADEQUACY OF CONTRACTOR'S SAFETY MEASURES IN OR ON NEAR CONSTRUCTION SITE. "SITE" IS DEFINED AS CURRENT REPAIR AREAS IN WHICH WORK IS OCCURRING PLUS STAGING AREAS AND ALL ADJACENT STRUCTURES AND LANDSCAPE FEATURES WHICH COULD BE AFFECTED BY WORK.

G. CONCRETE

- CONCRETE STRENGTHS
 - TYPICAL CONCRETE UNLESS NOTED OTHERWISE: 2,800 PSI
- PROVIDE 3" MIN LEVELS AT CORNERS OF ALL EXPOSED COLUMNS, EDGES OF EXPOSED BEAMS AND SLABS, AND TOP EDGES AND CORNERS OF EXPOSED WALLS, UNLESS NOTED OTHERWISE.
- Joints NOT INDICATED ON DRAWINGS ARE NOT PERMITTED UNLESS APPROVED BY ARCHITECT/ENGINEER.
- PLACE NO PERMANENT LOAD, SUCH AS MASONRY WALLS, ON SUPPORTED SLABS UNTIL CONCRETE HAS REACHED SPECIFIED STRENGTH AND ALL SHORING HAS BEEN REMOVED.
- PLACE NO OVERBURD, BELIEVES, PILES, ETC. ON CONCRETE WORK UNLESS OTHERWISE INDICATED ON DRAWINGS MEET, OF SPECIFIC SIZE AND LOCATIONS APPROVED IN WRITING BY ARCHITECT/ENGINEER.
- CONCRETE CONSTRUCTION TOLERANCES ARE AS SHOWN IN PROJECT SPECIFICATIONS.

H. REINFORCING STEEL

- ALL REINFORCING BARS: 60K YIELD
 - REINFORCE ALL SLABS AS FOLLOWS, UNLESS NOTED OTHERWISE
 - 6#-10# @ 18" O (MIN) W/MF
 - FURNISH W/MF IN FLAT SHEETS, LAP 9" BARS (2) W/RES (1) FULL WIRE SPACES PLUS 2" AT ALL EDGES, STAGGER ADJACENT SHEETS TO AVOID 4" CORNER LAPS.
 - PROVIDE TENSION SPLICES UNLESS NOTED OTHERWISE.
 - PLACE WITH MINIMUM CLEAR COVER BETWEEN REINFORCING STEEL AND CONCRETE SURFACES AS SHOWN. IF NOT SHOWN, PROVIDE CLEAR COVER PER A.C.I. ALL REINFORCING SHALL BE PLACED AS SHOWN AND DETAILED, AND WITHIN A.C.I. TOLERANCE.
 - ALL REINFORCING BARS AND WELDED WIRE FABRIC TO BE EPOXY COATED, UNLESS NOTED OTHERWISE.

I. STRUCTURAL STEEL AND MISCELLANEOUS METALS

- MATERIALS:
 - WIDE FLANGE SHAPES: ASTM A992 (Fy 50 KSI)
 - STEEL PIPES: ASTM A53, GRADE B (Fy 35 KSI)
 - HOLLOW STRUCTURAL SECTIONS (HSS): ASTM A500, GRADE C (HSS ROUND, Fy 46 KSI; HSS SQUARE AND RECTANGULAR, Fy 50 KSI)
 - OTHER ROLLED SHAPES, PLATES AND BARS: ASTM A36 (Fy 36 KSI)
 - PLATES AND BARS NOTED GRADE 50: ASTM A572 (Fy 50 KSI)
 - BOLTS: ASTM F1554, GRADE 36 (TYPE 1), 1/2" TO 3/4" MINIMUM DIAMETER, UNLESS NOTED OTHERWISE
 - ANCHOR RODS: ASTM F1554 (Fy 36 KSI), UNLESS NOTED OTHERWISE
- PRE-TENSION ALL BOLTS, WHERE PRE-TENSION ASSEMBLIES CANNOT BE INSTALLED, USE F1554 SELF-INDICATING LOAD INDICATOR WASHERS WITH AXIS BOLTS AND AXIS NUTS, UNLESS NOTED OTHERWISE.
- ALL WELDING MATERIALS, WELDING PROCEDURES, AND OPERATORS PERFORMING WELDING TO BE QUALIFIED PER AWS D1.1.
- ALL STEEL DETAILS SHALL BE HOT DIPPED GALVANIZED.
- STAIR MISCELLANEOUS METALS TO RECEIVE EPOXYURETHANE BASED PAINT SYSTEM.

J. POST-INSTALLED ANCHORS AND ADHESIVE ANCHORING TO CONCRETE

- POST-INSTALLED ANCHORS AND ADHESIVE ANCHORING SYSTEMS MUST BE TESTED AND APPROVED USING ICC EVALUATION REPORT ACCEPTANCE CRITERIA INCLUDING ICC-ES ACT 1. MECHANICAL ANCHORS IN CONCRETE ELEMENTS OR BOLTS, ACT 1. POST-INSTALLED ADHESIVE ANCHORS IN CONCRETE ELEMENTS. CONCRETE SHALL BE CONSIDERED CRACKED. SUBMIT MANUFACTURER'S DATA AND EVALUATION REPORT (EIR) FOR PROPOSED ANCHORS, ADHESIVES, AND ANCHORING SYSTEMS. INDICATE SPECIFIC PROJECT LOCATION AND CORNER/BOND WHERE PROPOSED FOR USE.
- MECHANICAL ANCHORS BASIS OF DESIGN
 - HLTI HWK ROL 17 EXPANSION ANCHORS
- ADHESIVE ANCHORING OF RODS AND REBAR TO CONCRETE BASIS OF DESIGN
 - HLTI HT-HY 200 HYBRID ADHESIVE ANCHORING SYSTEM
- ADHESIVE ANCHORING OF RODS AND REBAR TO MASONRY BASIS OF DESIGN
 - HLTI HT-HY 170 WITH SCREEN TUBES
- ADHESIVE ANCHORING SHALL NOT BE USED IN OVERHEAD OR UPWARD CONDITIONS. USE HYBRID ADHESIVE WITH EBR FOR HORIZONTAL CONDITIONS.
- ZINC COAT ANCHORS, RODS AND HARDWARE FOR INTERIOR APPLICATIONS, UNLESS NOTED OTHERWISE.
- HOT DIPPED GALVANIZED OR STAINLESS STEEL ANCHORS, RODS AND HARDWARE FOR EXTERIOR APPLICATIONS, UNLESS NOTED OTHERWISE.
- HOLES INTO CONCRETE MUST NOT INTERFERE WITH REINFORCING BARS OR POST-TENSIONED CABLES. CONTRACTOR TO USE PERI-SCAN OR OTHER MEANS TO LOCATE REINFORCING BARS OR POST-TENSIONED CABLES IN AREA. BRACE HOLES TO FIT ANCHORS/POST-TENSIONING BARS OR POST-TENSIONED CABLES. SET ANCHORS WITH TEMPLATE AND FABRICATE FIXTURE TO MATCH.
- HOLES IN CONCRETE SHALL BE PROPER SIZE AND THOROUGHLY CLEANED WITH ALL DIRT REMOVED. DRILL HOLES USING HOLLOW BIT METHOD THROUGH VIBRATING WIGGLES SYSTEM. THEN BRUSH AND BLOW OUT REPEATEDLY WITH CLEAN, OIL FREE AND DRY, HIGH PRESSURE COMPRESSED AIR.
- INSTALL INTO DRY CONCRETE IN CLEAN, DUST FREE HOLE USING METHOD AND PROCEDURE THAT MEETS MANUFACTURER'S RECOMMENDATIONS INCLUDING TEMPERATURE RANGE, HUMIDITY, INSTALLATION TIME, AND CURE TIME. FOLLOW MANUFACTURER'S FINISHED INSTALLATION INSTRUCTIONS.
- PROVIDE STANDARD SIZE HOLES IN FASTENED STEEL ELEMENT (1/16" LARGER THAN ROD DIAMETER) TO MATCH TEMPLATE OF INSTALLED ANCHORS. DO NOT OVERSIZE HOLES.

K. QUALITY CONTROL AND ASSURANCE

- CONTRACTOR SHALL PERFORM QUALITY CONTROL, TESTING, AND INSPECTION OF ALL WORK AS REQUIRED BY CONTRACT DOCUMENTS, INCLUDING REFERENCED CODES, SPECIFICATIONS, AND STANDARDS.
- OWNER WILL EMPLOY TESTING AND INSPECTION AGENCY TO PERFORM SERVICES INDICATED BY OWNER IN PROJECT SPECIFICATIONS.
- OWNER WILL ALSO EMPLOY QUALIFIED SPECIAL INSPECTORS TO PERFORM INSPECTIONS IN ACCORDANCE WITH CHAPTER 17 OF BUILDING CODE. CONTRACTOR IS RESPONSIBLE FOR SCHEDULING ALL INSPECTIONS AND TESTS. ITEMS REQUIRING SPECIAL INSPECTION ON THIS PROJECT INCLUDE:
 - STRUCTURAL STEEL: ALL WELDING
 - SPRAYED FIRE RESISTANT MATERIALS: STEEL FRAMING FIREPROOFING
- ARCHITECT/ENGINEER MAY GENERALLY OBSERVE PROGRESS OF WORK, BUT HIS OBSERVATION SHALL NOT BE CONSIDERED AS INSPECTION.



TWP
TWP Limited, Inc.
Cincinnati • Cleveland
100 East Eighth Street
Cincinnati, Ohio 45202
Phone: 513.241.3222
www.thp.com

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200 East Main Street
Lexington, Kentucky 40504

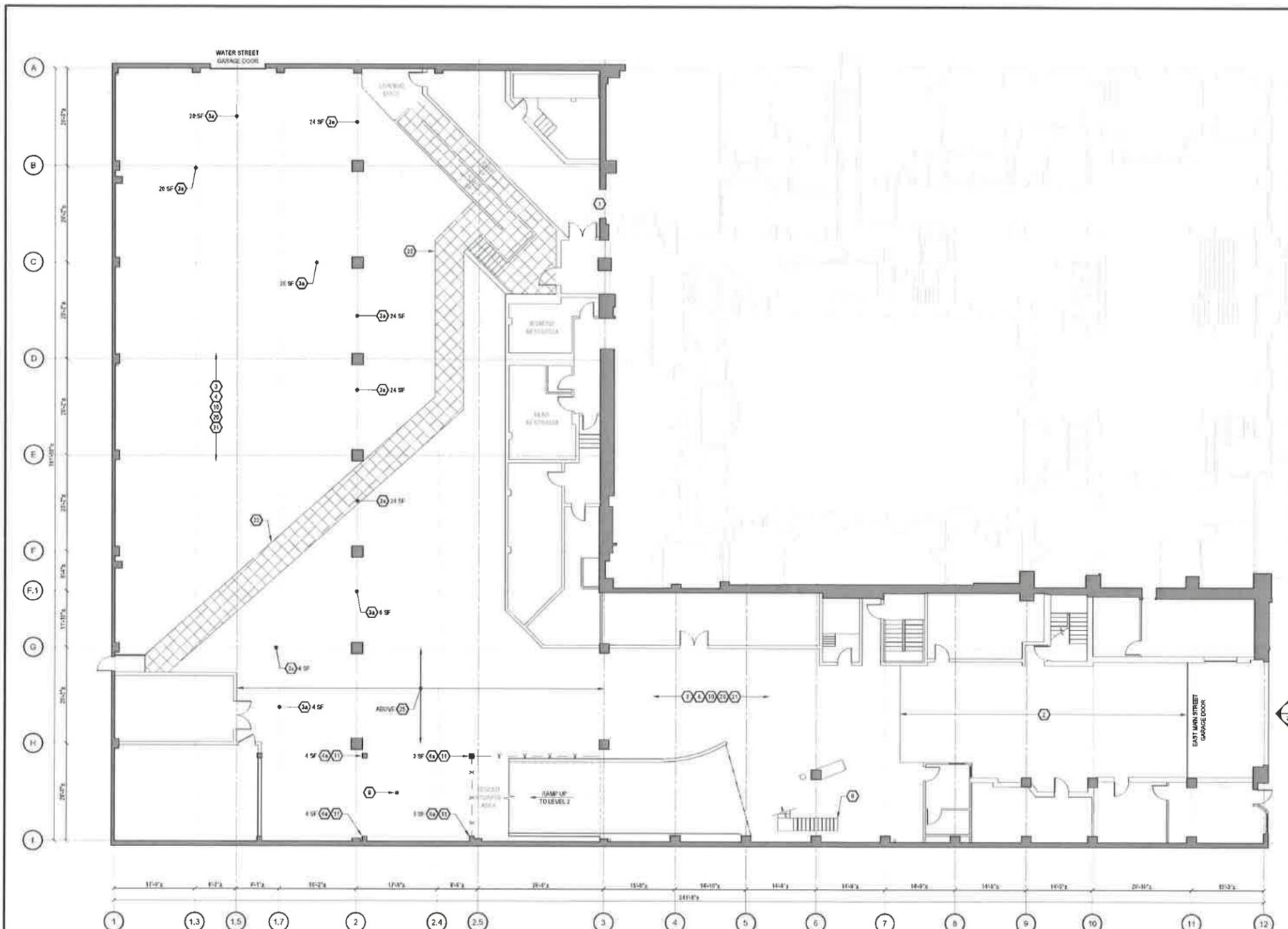
NO.	DATE	DESCRIPTION
1	02/08/2022	ISSUED FOR BIDDING
2	02/08/2022	ISSUED FOR BIDDING
3	02/08/2022	ISSUED FOR BIDDING
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18	02/08/2022	ISSUED FOR BIDDING
19	02/08/2022	ISSUED FOR BIDDING
20	02/08/2022	ISSUED FOR BIDDING

DESIGNED BY: **G.O. Donahue**
PROJECT MANAGER: **Z.S. Wolcott**
CHECKED BY: **A.M. Mette**
IN CHARGE OF DESIGN: **A.M. Mette**

**Government
Center
Garage**

**2022
Repairs
Bid No. 27-2022**

ISSUED TITLE: **GENERAL NOTES**
ISSUANCE DATE: **THP-21506.00 02.08.2022**
DRAWING NAME:



LEVEL 1 FLOOR PLAN REPAIRS
 1/01 3/22 = 1'-0"
 NORTH

PHASING NOTES:

- A. PROJECT IS DIVIDED INTO (4) DISTINCT PARTS OF WORK AS OUTLINED BELOW
 1. (PART 1) GARAGE INTERIOR REPAIRS AT LEVELS 1, 2, AND 3
 2. (PART 2) WEST ELEVATION EXTERIOR REPAIRS NEAR WATER STREET GARAGE DOOR
 3. (PART 3) NORTH ELEVATION EXTERIOR REPAIRS NEAR EAST MAIN STREET GARAGE DOOR
 4. (PART 4) ROOF LEVEL PARAPET METAL COPING INSTALLATION
- B. PROJECT MILITONAL OF (8) DAYS REQUIRES COMPLETION OF (PART 1) GARAGE INTERIOR REPAIRS AT LEVELS 1, 2, AND 3 AND (PART 2) WEST ELEVATION EXTERIOR REPAIRS NEAR WATER STREET GARAGE DOOR WITH FOLLOWING RESTRICTIONS:
 1. LFUGO WILL CLOSE LEVELS 1 THROUGH 3 OF GARAGE FOR PARKING.
 2. LFUGO PATRON ACCESS BETWEEN BUILDINGS THROUGH GARAGE MUST BE PROVIDED AS OUTLINED ON DRAWINGS.
 3. GARAGE INTERIOR REPAIRS AT LEVELS 1, 2, AND 3 MUST BE COMPLETED AND GARAGE RECLOSED TO PEDESTRIAN ACCESS BEFORE BEGINNING WEST ELEVATION EXTERIOR REPAIRS AT WATER STREET GARAGE DOOR.
- C. SUBSTANTIAL COMPLETION OF ENTIRE PROJECT IS (8) DAYS WHICH INCLUDES PROJECT MILESTONE SUBSTANTIAL COMPLETION (WORK INSPECT 1) AND (PART 3) NORTH ELEVATION EXTERIOR REPAIRS NEAR EAST MAIN STREET GARAGE DOOR AND (PART 4) ROOF LEVEL PARAPET METAL COPING INSTALLATION.
 - D. CONTRACTOR WILL BE PROVIDED GARAGE DOOR OPENERS AND KEY CARDS TO ENTER GARAGE DURING PROJECT.
 - E. CONTRACTOR MAY PARK EMPLOYEE VEHICLES AND STORE ALL EQUIPMENT IN GARAGE DURING (8) DAY CLOSURE.
 - F. CONTRACTOR SHALL PROVIDE TEMPORARY PORTABLE TOILET IN GARAGE. TOILET SHALL BE LOCATED BY EAST MAIN STREET GARAGE DOOR.
 - G. AFTER (8) DAY CLOSURE, EAST MAIN STREET GARAGE DOOR MAY BE CLOSED DURING NORTH ELEVATION EXTERIOR WORK. CONTRACTOR MAY STORE EQUIPMENT AND MATERIALS BETWEEN FACE OF BUILDING AND RECEIVED GARAGE DOOR IN SECURE FENCE WITH GREEN FABRIC SCREEN. (2) CONTRACTOR VEHICLES FOR PRODUCTION OF WORK MAY BE PARKED IN GARAGE IMMEDIATELY ADJACENT TO GARAGE DOOR. NO OTHER CONTRACTOR PARKING WILL BE PERMITTED IN GARAGE.
 - H. TIME IS OF THE ESSENCE IN COMPLETING (PART 1) AND (PART 2) REPAIRS. CONTRACTOR MUST PROVIDE CONTINUOUS WORK IN THE GARAGE DURING THE WEEK SINCE IT WILL BE CLOSED FOR THE REPAIRS.

DRAWING NOTES:

- A. SUPPORTED LEVELS 2 AND 3 OF PARKING GARAGE ARE CONSTRUCTED OF CAST-IN-PLACE PAN JOIST SLAB SYSTEM SUPPORTED ON CONCRETE BEAMS AND COLUMNS WITH SUPPLEMENTAL STEEL FRAMING. AN ASPHALT/CONCRETE OVERLAY IS INSTALLED ON BOTH LEVELS. VEHICULAR RAMP ARE CAST-IN-PLACE CONCRETE SLAB AND STEEL FRAMING. NO OVERLAP IS INSTALLED ON THE VEHICULAR RAMP.
- B. PROVIDE PROFESSIONAL SIGNAGE AND BARRICADES TO CLOSE AND PROTECT WORK AREAS TO VEHICULAR AND PEDESTRIAN TRAFFIC. SIGNAGE SHALL INCLUDE DIRECTIONS TO ROUTE PEOPLE AROUND WORK AREA. REFER TO SPECIFICATION SECTION 01 58 00.
- C. PRIOR TO PERFORMING WORK, LOCATE ALL DRAINS, REVIEW CONVENTIONS AND PROJECT DRAWING DURING REPAIRS. DRAINS TO REMAIN OPERATIONAL THROUGHOUT DURATION OF PROJECT.
- D. PROVIDE DUST AND DEBRIS CONTROL MEASURES TO ENSURE ALL DUST AND DEBRIS GENERATED BY WORK REMAINS WITH IN WORK AREA, DOES NOT BECOME AIRBORNE, AND DOES NOT POSE HAZARDOUS OR OBSCURABLE CONDITIONS FOR PATRONS AND GENERAL PUBLIC. REFER TO SPECIFICATION SECTION 01 64 00 AND COMPLY WITH KENTUCKY ADMINISTRATIVE REGULATIONS TITLE 418, CHAPTER 03 FOR FUGITIVE DUST EMISSIONS.
- E. CONTRACTOR TO NOTIFY OWNER IF HAZARDOUS MATERIALS ARE ENCOUNTERED. REMOVAL OF ALL HAZARDOUS ITEMS MUST BE COORDINATED WITH OWNER AS AN ADDITIONAL SERVICE.
- F. CONTRACTOR SHALL MAINTAIN AS-BUILTS OF ENTIRE PROJECT AS NOTED IN PROJECT MANUAL. IN ADDITION, CONTRACTOR SHALL PHOTO DOCUMENT EACH CONCRETE REPAIR AREA AND SUBMIT WEEKLY TO OWNER WITH PHOTOS LABELED CONFORMING.

KEY NOTES:

1. KEY CARD ACCESS DOOR TO ADJACENT GOVERNMENT CENTER OFFICE BUILDING. NO REPAIRS ANTICIPATED WITHIN SECURE AREA OF BUILDING.
2. ASPHALT TOPPING SLAB INSTALLED OVER LEVEL 1 SLAB-ON-GRADE CONCRETE. CRACK FILL AND SEAL COAT ASPHALT AREA PER DIVISION 450 OF KENTUCKY STANDARD SPECIFICATION FOR ROAD AND BRIDGE.
3. CONCRETE TOPPING SLAB INSTALLED OVER CONCRETE SLAB. CONTRACTOR AND ENGINEER TO SURVEY CONCRETE TOPPING SLAB FOR CRACKS AND SPALLS. AS A UNIT PRICE REPAIR, CONFIRM WORK AREAS WITH ENGINEER AND PERFORM BONDED TOPPING CONCRETE REPAIR. REFER TO DETAIL 1 ON DRAWING 3.01.
4. CONTRACTOR AND ENGINEER TO SURVEY CONCRETE COLUMNS FOR DETERIORATION. AS A UNIT PRICE REPAIR, CONFIRM WORK AREAS WITH ENGINEER AND PERFORM VERTICAL SURFACE CONCRETE REPAIR. REFER TO DETAIL 2 ON DRAWING 3.01.
5. APPROXIMATE LOCATION OF CONCRETE COLUMN DETERIORATION. AS A UNIT PRICE REPAIR, CONFIRM WORK AREAS WITH ENGINEER AND PERFORM VERTICAL SURFACE CONCRETE REPAIR. REFER TO DETAIL 2 ON DRAWING 3.01.
6. APPROXIMATE LOCATION OF CONCRETE COLUMN DETERIORATION. AS A UNIT PRICE REPAIR, CONFIRM WORK AREAS WITH ENGINEER AND PERFORM VERTICAL SURFACE CONCRETE REPAIR. REFER TO DETAIL 2 ON DRAWING 3.01.
7. APPROXIMATE LOCATION OF CONCRETE JOIST DETERIORATION. AS A UNIT PRICE REPAIR, CONFIRM WORK AREAS WITH ENGINEER AND PERFORM JOIST CONCRETE REPAIR. REFER TO DETAIL 3 ON DRAWING 3.01.
8. APPROXIMATE LOCATION OF CONCRETE JOIST DETERIORATION AT SUPPLEMENTAL STEEL WF BEAMS. AS A UNIT PRICE REPAIR, CONFIRM WORK AREAS WITH ENGINEER AND PERFORM JOIST BEARING CONCRETE REPAIR. REFER TO DETAIL 4 ON DRAWING 3.01.
9. APPROXIMATE LOCATION OF CONCRETE SLAB DETERIORATION. AS A UNIT PRICE REPAIR, CONFIRM WORK AREAS WITH ENGINEER AND PERFORM OVER-HEAD SLAB CONCRETE REPAIR. REFER TO DETAIL 5 ON DRAWING 3.01.
10. CONTRACTOR AND ENGINEER TO USUALLY SURVEY UNDERSIDE OF LEVELS 2 AND 3 ORDERS FOR CONCRETE DETERIORATION. AS A UNIT PRICE REPAIR, CONFIRM WORK AREAS WITH ENGINEER AND PERFORM ORDER CONCRETE REPAIR. REFER TO DETAIL 6 ON DRAWING 3.01.
11. APPROXIMATE LOCATION OF ORDER CONCRETE DETERIORATION. AS A UNIT PRICE REPAIR, CONFIRM WORK AREAS WITH ENGINEER AND PERFORM ORDER CONCRETE REPAIR. REFER TO DETAIL 6 ON DRAWING 3.01.
12. SURVEY EXISTING STEEL FRAMED WF BEAMS AND GRIDDERS FOR LOOSE AND MISSING SPRAY APPLIED FIRE PROOFING. AS A UNIT PRICE REPAIR, CONFIRM WORK AREAS WITH ENGINEER AND PERFORM FIRE BEAM AND GRIDER FIRE PROOFING REPAIR. MINIMUM WORK AREA IS (16) LINEAR FEET PER LOCATION. REFER TO DETAIL 7 ON DRAWING 3.01.
13. EXISTING STEEL FRAMED STEEL BEAMS BETWEEN LEVELS 1 AND LEVEL 2 OF GARAGE. INSTALL SUPPLEMENTAL STEEL POSTS AND BRACKETS TO SUPPORT FRAMING. REFER TO PHOTO DETAIL 12 ON DRAWING 3.02.
14. EXISTING FLOOR DRAIN AT SLAB-ON-GRADE OF LEVEL 1. PERFORM FULL DEPTH SLAB REPLACEMENT AND INSTALL NEW FLOOR DRAIN CONNECTED INTO EXISTING PIPING. SLAB EXCAVATION TO BE MINIMUM 2'-4" x 2'-4". NEW CONCRETE SLAB TO BE DOWELED INTO EXISTING SLAB WITH (2) #6 EPOXY COATED BARS STRADDLING DRAIN BODY LAPPED WITH OPPOSITE SIDE DOWELS AT ALL BEES. REFER TO SPECIFICATION SECTION 03 01 00 AND 22 14 00.
15. REPAIRS AT UNDERSIDE OF LEVEL 2 WILL REQUIRE TEMPORARY REMOVAL OF OVER-HEAD NETTING. CONTRACTOR SHALL TEMPORARILY REMOVE NETTING FROM SUPPLEMENTAL STEEL BEAMS AND KEEP ANCHORED TO CONCRETE GRIDDERS. UPON COMPLETION OF WORK, REINSTALL NETTING ANCHORED TO STEEL BEAMS TO MATCH EXISTING CONDITIONS.
16. COORDINATE SHORING REQUIREMENTS WITH ENGINEER PRIOR TO BEGINNING WORK. REFER TO SPECIFICATION SECTION 03 01 00.
17. EXISTING FLOOR DRAIN AT LEVEL 1. DISCONNECT AND REMOVE EXISTING CRACKED PIPING AT UNDERSIDE OF SLAB AND WALL. NO ADDITIONAL WORK TO BE COMPLETED AT DRAIN. REFER TO SPECIFICATION SECTION 03 44 00.
18. EXISTING CRACK AT UNDERSIDE OF CONCRETE STAIR. PREPARE CRACK AND EPOXY INJECT. REFER TO SPECIFICATION SECTION 03 44 00.
19. (5) EXISTING WINDOWS WITH STEEL LEVELS TO BE REPLACED AT NORTH ELEVATION ALONG EAST MAIN STREET. REFER TO DRAWING 2.01.
20. (6) EXISTING WINDOWS AND (4) LOWER WITH STEEL LEVELS TO BE REPLACED AT NORTH ELEVATION ALONG EAST MAIN STREET. REFER TO DRAWING 2.01.
21. EXISTING PARAPET WALL ALONG SOUTH ELEVATION WITH RETURNS ALONG EAST AND WEST ELEVATION. INSTALL NEW ALUMINUM COPING ALONG TOP OF EPS WALL. REFER TO DETAIL 11 ON DRAWING 3.02.
22. EXISTING CORRODED STEEL PLATE IN WALL BELOW WINDOW SILL. REMOVE PLATE AND PERFORM MASONRY REPAIRS BELOW WINDOW SILL WITH DECORATIVE MASONRY UNITS. REFER TO PHOTO DETAIL 8 ON DRAWING 3.01.
23. APPROXIMATE LOCATION OF BRICK DETERIORATION. AS A UNIT PRICE REPAIR, CONFIRM WORK AREAS WITH ENGINEER AND PERFORM BRICK AREA REPLACEMENT. REFER TO DETAIL 9 ON DRAWING 3.02.
24. APPROXIMATE LOCATION OF MORTAR DETERIORATION. AS A UNIT PRICE REPAIR, CONFIRM WORK AREAS WITH ENGINEER AND PERFORM REPOINTING REPAIR. REFER TO DETAIL 13 ON DRAWING 3.02.
25. UPON COMPLETION OF GARAGE REPAIRS, PERFORM GARAGE CLEANING. CLEANING CONSISTS OF REMOVING ALL DEBRIS FROM SLAB VIA BROOM AND VACUUM FOLLOWED BY WATER WASH DOWN OF SLAB.
26. AFTER GARAGE WASH DOWN, REINSTALL NEW LINE STRAPPING AT LEVEL 1 ONLY. MATCH EXISTING LAYOUT, COLOR AND NUMBERING. REFER TO SPECIFICATION SECTION 32 12 01.
27. PROVIDE 4'-0" WIDE EMERGENCY EXIT EGRESS WALKWAY BETWEEN LFUGO BUILDING AND EXIT DOOR NEAR COLUMN 01. AREA SHALL BE ENCLOSED WITH SAWHORSE BARRICADES AND CAUTION TAPE. PROVIDE PROFESSIONALLY PREPARED SIGNAGE INDICATING EMERGENCY EXIT EGRESS WALKWAY FOR LFUGO PATRONS. THIS WILL ONLY BE USED BY LFUGO IN EVENT OF AN EMERGENCY IN BUILDING FOR PATRON EGRESS. CONTRACTOR MAY MOVE AND ADJUST PATHWAY TO COMPLETE LEVEL 1 REPAIRS.
28. PROVIDE 4'-0" WIDE PEDESTRIAN WALKWAY AT LEVELS 2 AND 3 FOR EMPLOYEES TO ACCESS ADJACENT BUILDINGS BETWEEN GARAGE. AREA SHALL BE ENCLOSED WITH SAWHORSE BARRICADES AND CAUTION TAPE. PROVIDE PROFESSIONALLY PREPARED SIGNAGE INDICATING WALKWAY TO LFUGO PATRONS.
29. IF REPAIRS NEED TO OCCUR IN SHADOWED WALKWAY AREA, COORDINATE WITH OWNER FOR NIGHTS AND WEEKENDS.
30. AREA OF GARAGE STRUCTURE AT UNDERSIDE OF LEVEL 1 WITH MISSING NETTING. INSTALL NEW NETTING (16) POUND POLYETHYLENE NETTING. MESH SIZE TO BE 3/4" SQUARE. INSTALL NETTING IN MANNER TO MATCH ADJACENT BAYS AT UNDERSIDE OF LEVEL 2.

LEGEND:

- EXISTING FLOOR DRAIN
- X — EXISTING CHAIN-LINK FENCE
- OVER-HEAD REPAIRS
- FLOOR SLAB REPAIRS
- APPROXIMATE REPAIR LOCATION AND QUANTITY - CONFIRM WITH ENGINEER
- EMPLOYEE WALKWAY



Lexington-Fayette Urban County Government
 200 East Main Street
 Lexington, Kentucky 40504



THP
 THP Limited, Inc.
 100 East Eighth Street
 Cincinnati, Ohio 45202
 Phone: 513.241.3222
 www.thp4id.com

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PROJECT NO.: 21606.00 DATE: 02.08.2022 DRAWN BY: [Name] CHECKED BY: [Name]	PROJECT MANAGER: G.O. Donahue PROJECT ENGINEER: Z.S. Wolcott QUALITY CONTROL: A.M. Mette SUPERVISOR OF RECORD: A.M. Mette
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Government Center Garage

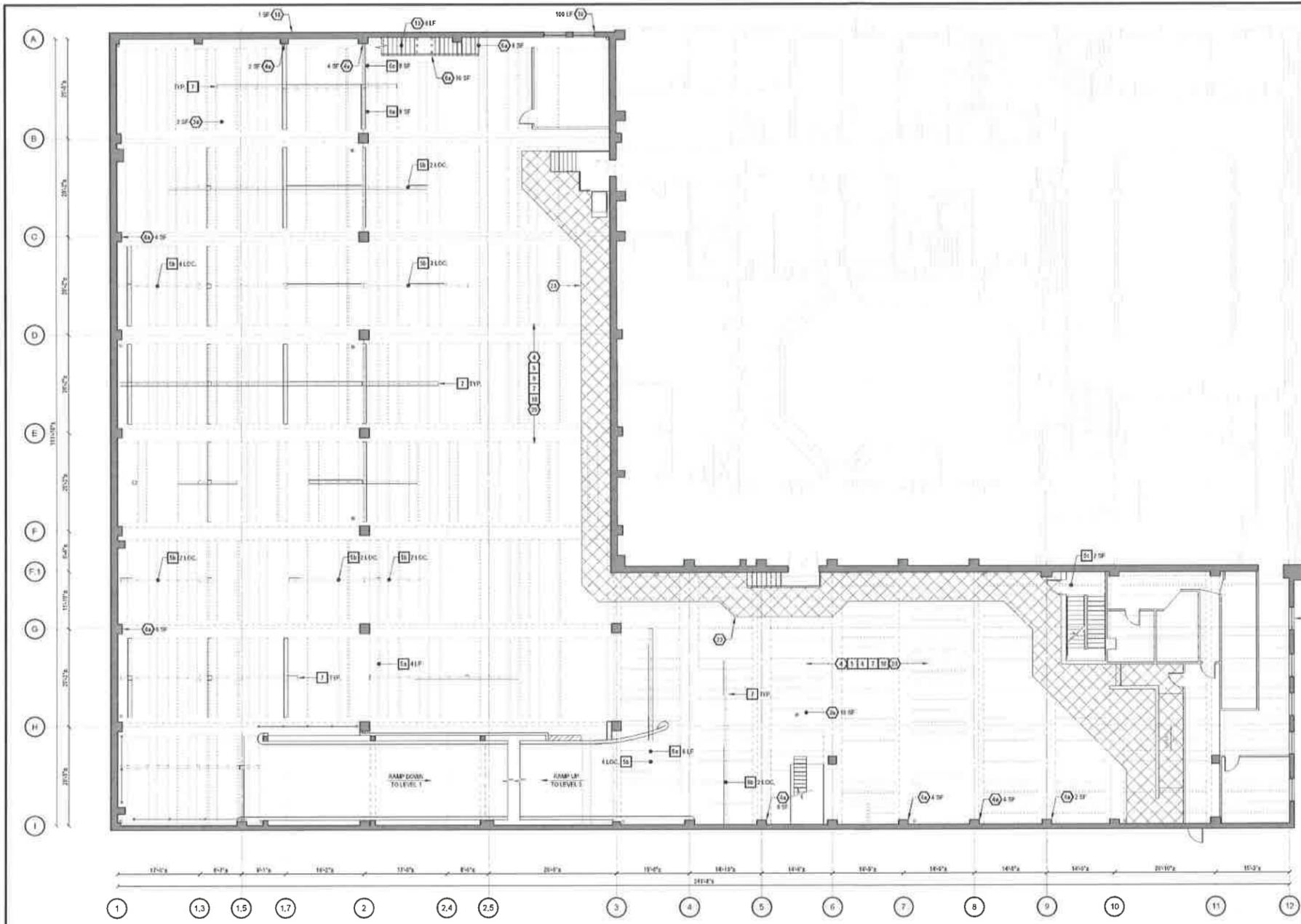
2022 Repairs

Bid No. 27-2022

PROJECT TITLE: LEVEL 1 FLOOR PLAN REPAIRS

DATE: 02.08.2022

SCALE: 1/01



LEVEL 2 FLOOR PLAN REPAIRS
 2
 1.02 3/32" = 1'-0"



PHASING NOTES:

- A. PROJECT IS DIVIDED INTO (4) DISTINCT PARTS OF WORK AS OUTLINED BELOW.
 1. (PART 1) GARAGE INTERIOR REPAIRS AT LEVELS 1, 2 AND 3.
 2. (PART 2) WEST ELEVATION EXTERIOR REPAIRS NEAR WATER STREET GARAGE DOOR.
 3. (PART 3) NORTH ELEVATION EXTERIOR REPAIRS NEAR EAST MAIN STREET GARAGE DOOR.
 4. (PART 4) ROOF LEVEL PARAPET METAL CORING INSTALLATION.
- B. PROJECT MILESTONE OF (90) DAYS REQUIRES COMPLETION OF (PART 1) GARAGE INTERIOR REPAIRS AT LEVELS 1, 2 AND 3 AND (PART 2) WEST ELEVATION EXTERIOR REPAIRS NEAR WATER STREET GARAGE DOOR WITH FOLLOWING RESTRICTIONS:
 1. LPUFG WILL CLOSE LEVELS 1 THROUGH 3 OF GARAGE FOR PARKING.
 2. LPUFG PATRON ACCESS BETWEEN BUILDINGS THROUGH GARAGE MUST BE PROVIDED AS OUTLINED ON DRAWINGS.
 3. GARAGE INTERIOR REPAIRS AT LEVELS 1, 2 AND 3 MUST BE COMPLETED AND GARAGE REOPENED TO PATRON ACCESS BEFORE REPAIRS NEAR WEST ELEVATION EXTERIOR REPAIRS AT WATER STREET GARAGE DOOR.
- C. SUBSTANTIAL COMPLETION OF ENTIRE PROJECT IS (90) DAYS WHICH INCLUDES PROJECT MILESTONE SUBSTANTIAL COMPLETION (WORK REPORT 1 AND PART 2) NOTED ABOVE, (PART 3) NORTH ELEVATION EXTERIOR REPAIRS NEAR EAST MAIN STREET GARAGE DOOR AND (PART 4) ROOF LEVEL PARAPET METAL CORING INSTALLATION.
- D. CONTRACTOR WILL BE PROVIDED GARAGE DOOR OPENERS AND KEY CARDS TO ENTER GARAGE DURING PROJECT.
- E. CONTRACTOR MAY PARK EMPLOYEE VEHICLES AND STAGE ALL EQUIPMENT IN GARAGE DURING (90) DAY CLOSURE.
- F. CONTRACTOR SHALL PROVIDE TEMPORARY PORTABLE TOILET IN GARAGE. TOILET SHALL BE LOCATED BY EAST MAIN STREET GARAGE DOOR.
- G. AFTER (90) DAY CLOSURE, EAST MAIN STREET GARAGE DOOR MAY BE CLOSED DURING NORTH ELEVATION EXTERIOR WORK. CONTRACTOR MAY STORE EQUIPMENT AND MATERIALS BETWEEN FACE OF BUILDING AND RECLOSED GARAGE DOOR IN SECURE FENCE WITH GREEN PARKING SCREEN. (2) CONTRACTOR VEHICLES FOR PRODUCTION OF WORK MAY BE PARKED IN GARAGE IMMEDIATELY ADJACENT TO GARAGE DOOR. NO OTHER CONTRACTOR PARKING WILL BE PERMITTED IN GARAGE.
- H. TIME IS OF THE ESSENCE IN COMPLETING (PART 1) AND (PART 2) REPAIRS. CONTRACTOR MUST PROVIDE CONTINUOUS WORK IN THE GARAGE DURING THE WEEK SINCE IT WILL BE CLOSED FOR THE REPAIRS.

DRAWING NOTES:

- A. SUPPORTED LEVELS 2 AND 3 OF PARKING GARAGE ARE CONSTRUCTED OF CAST-IN-PLACE PAN JOIST SLAB SYSTEM SUPPORTED ON CONCRETE BEAMS AND COLUMNS WITH SUPPLEMENTAL STEEL FRAMING. AN ASPHALT/CONCRETE OVERLAY IS INSTALLED ON BOTH LEVELS. VEHICULAR RAMPS ARE CAST-IN-PLACE CONCRETE SLAB AND BEAM FRAMING. NO OVERLAY IS INSTALLED ON THE VEHICULAR RAMPS.
- B. PROVIDE PROFESSIONAL SIGNAGE AND BARRICADES TO CLOSE AND PROTECT WORK AREAS TO VEHICULAR AND PEDESTRIAN TRAFFIC. SIGNAGE SHALL INCLUDE DIRECTIONS TO ROUTE PEOPLE AROUND WORK AREA. REFER TO SPECIFICATION SECTION 11.04.
- C. PRIOR TO PAPER GRADING WORK, LOCATE ALL DRAINS, REVIEW CONDUITS AND PROTECT DRAINS DURING REPAIRS. DESIGNS TO REMAIN OPERATIONAL THROUGHOUT DURATION OF PROJECT.
- D. PROVIDE DUST AND DEBRIS CONTROL MEASURES TO ENSURE ALL DUST AND DEBRIS GENERATED BY WORK REMAINS WITHIN WORK AREA, DOES NOT BECOME AIRBORNE, AND DOES NOT POSE HAZARDOUS OR OBSTRUCTIONAL CONDITIONS FOR PATRONS AND GENERAL PUBLIC. REFER TO SPECIFICATION SECTION 11.54.04 AND COMPLY WITH KENTUCKY ADMINISTRATIVE REGULATIONS TITLE 401, CHAPTER 1 FOR FUGITIVE DUST SUPPRESSION.
- E. CONTRACTOR TO NOTIFY OWNER IF HAZARDOUS MATERIALS ARE ENCOUNTERED. REMOVAL OF ALL HAZARDOUS ITEMS MUST BE COORDINATED WITH OWNER AS AN ADDITIONAL SERVICE.
- F. CONTRACTOR SHALL MAINTAIN AS-BUILT OF ENTIRE PROJECT AS NOTED IN PROJECT MANUAL. IN ADDITION, CONTRACTOR SHALL PHOTO DOCUMENT EACH CONCRETE REPAIR AREA AND SUBMIT WEEKLY TO OWNER WITH PHOTOS LABELED ON DRAWINGS.

KEY NOTES:

1. KEY CARD ACCESS DOOR TO ADJACENT GOVERNMENT CENTER OFFICE BUILDING. NO REPAIRS ANTICIPATED WITHIN SECURE AREA OF BUILDING.
2. ASPHALT TOPPING SLAB INSTALLED OVER LEVEL 1 SLAB-ON-GRADE CONCRETE. CRACK FILL AND SEAL COAT ASPHALT AREA PER DIVISION 410 OF KENTUCKY STANDARD SPECIFICATION FOR ROAD AND BRIDGE.
3. CONCRETE TOPPING SLAB INSTALLED OVER CONCRETE SLAB. CONTRACTOR AND ENGINEER TO SURVEY CONCRETE TOPPING SLAB FOR CRACKS AND SPALLS. AS A UNIT PRICE REPAIR, CONFIRM WORK AREAS WITH ENGINEER AND PERFORM BONDED TOPPING CONCRETE REPAIR. REFER TO DETAIL 1 ON DRAWING 3.01.
4. APPROXIMATE LOCATION OF CONCRETE TOPPING SLAB DETERIORATION. AS A UNIT PRICE REPAIR, CONFIRM WORK AREAS WITH ENGINEER AND PERFORM BONDED TOPPING CONCRETE REPAIR. REFER TO DETAIL 1 ON DRAWING 3.01.
5. CONTRACTOR AND ENGINEER TO SURVEY CONCRETE COLUMNS FOR DETERIORATION. AS A UNIT PRICE REPAIR, CONFIRM WORK AREAS WITH ENGINEER AND PERFORM VERTICAL SURFACE CONCRETE REPAIR. REFER TO DETAIL 2 ON DRAWING 3.01.
6. APPROXIMATE LOCATION OF CONCRETE COLUMN DETERIORATION. AS A UNIT PRICE REPAIR, CONFIRM WORK AREAS WITH ENGINEER AND PERFORM VERTICAL SURFACE CONCRETE REPAIR. REFER TO DETAIL 2 ON DRAWING 3.01.
7. CONTRACTOR AND ENGINEER TO VISUALLY SURVEY UNDERSIDE OF LEVELS 2 AND 3 SLAB SYSTEM FOR CONCRETE DETERIORATION. AS A UNIT PRICE REPAIR, CONFIRM WORK AREAS WITH ENGINEER AND PERFORM CONCRETE REPAIRS AT UNDERSIDE OF LEVELS 2 AND 3. JOIST CONCRETE REPAIR, JOIST BEARING CONCRETE REPAIR, OVERHEAD SLAB CONCRETE REPAIR. REFER TO DETAILS 3, 4, AND 5 ON DRAWING 3.01.
8. APPROXIMATE LOCATION OF CONCRETE JOIST DETERIORATION. AS A UNIT PRICE REPAIR, CONFIRM WORK AREAS WITH ENGINEER AND PERFORM JOIST CONCRETE REPAIR. REFER TO DETAIL 3 ON DRAWING 3.01.
9. APPROXIMATE LOCATION OF CONCRETE JOIST DETERIORATION AT SUPPLEMENTAL STEEL WF BEAMS. AS A UNIT PRICE REPAIR, CONFIRM WORK AREAS WITH ENGINEER AND PERFORM JOIST BEARING CONCRETE REPAIR. REFER TO DETAIL 4 ON DRAWING 3.01.
10. APPROXIMATE LOCATION OF CONCRETE SLAB DETERIORATION. AS A UNIT PRICE REPAIR, CONFIRM WORK AREAS WITH ENGINEER AND PERFORM OVERHEAD SLAB CONCRETE REPAIR. REFER TO DETAIL 5 ON DRAWING 3.01.
11. CONTRACTOR AND ENGINEER TO VISUALLY SURVEY UNDERSIDE OF LEVELS 2 AND 3 GRIDDERS FOR CONCRETE DETERIORATION. AS A UNIT PRICE REPAIR, CONFIRM WORK AREAS WITH ENGINEER AND PERFORM GRIDER CONCRETE REPAIR. REFER TO DETAIL 6 ON DRAWING 3.01.
12. APPROXIMATE LOCATION OF GRIDER CONCRETE DETERIORATION. AS A UNIT PRICE REPAIR, CONFIRM WORK AREAS WITH ENGINEER AND PERFORM GRIDER CONCRETE REPAIR. REFER TO DETAIL 6 ON DRAWING 3.01.
13. VERIFY EXISTING STEEL FRAMED WF BEAMS AND GRIDDERS FOR LOGS AND MINERAL SPRAY APPLIED FIRE PROOFING. AS A UNIT PRICE REPAIR, CONFIRM WORK AREAS WITH ENGINEER AND PERFORM WF BEAM AND GRIDER FIRE PROOFING REPAIR. MINIMUM WORK AREA IS (10) LINEAR FEET PER LOCATION. REFER TO DETAIL 7 ON DRAWING 3.01.
14. EXISTING STEEL FRAMED STAIR BETWEEN LEVEL 1 AND LEVEL 2 OF GARAGE. INSTALL SUPPLEMENTAL STEEL POSTS AND BRACKETS TO SUPPORT FRAMING. REFER TO PHOTO DETAIL 12 ON DRAWING 3.02.
15. EXISTING FLOOR DRAIN AT SLAB-ON-GRADE OF LEVEL 1. PERFORM FULL DEPTH SLAB REPLACEMENT AND INSTALL NEW FLOOR DRAIN CONNECTED INTO EXISTING PIPING. SLAB EXCAVATION TO BE MINIMUM 4" x 14". NEW CONCRETE SLAB TO BE DOWNCAST INTO EXISTING SLAB WITH (2) #6 EPOXY COATED BARS STRADDLING DRAIN BODY LAPPED WITH OPPOSITE SIDE DOWELS AT ALL (4) SIDES. REFER TO SPECIFICATION SECTIONS 03.01.09 AND 22.14.04.
16. REPAIRS AT UNDERSIDE OF LEVEL 2 WILL REQUIRE TEMPORARY REMOVAL OF OVERHEAD NETTING. CONTRACTOR SHALL TEMPORARILY REMOVE NETTING FROM SUPPLEMENTAL STEEL BEAMS AND KEEP FASTENED TO CONCRETE GRIDDERS. UPON COMPLETION OF WORK, REINSTALL NETTING ATTACHED TO STEEL BEAMS TO MATCH EXISTING CONSTRUCTION.
17. COORDINATE SIGNING REQUIREMENTS WITH ENGINEER PRIOR TO BEGINNING WORK. REFER TO SPECIFICATION SECTION 11.04.
18. EXISTING FLOOR DRAIN AT LEVEL 3. DISCONNECT AND REMOVE EXISTING CRACKED PIPING AT UNDERSIDE OF SLAB AND WALL. NO ADDITIONAL WORK TO BE COMPLETED AT DRAIN.
19. EXISTING CRACK AT UNDERSIDE OF CONCRETE STAIR. PREPARE CRACK AND EPOXY INJECT. REFER TO SPECIFICATION SECTION 03.02.02.
20. (5) EXISTING WINDOWS WITH STEEL LINTELS TO BE REPLACED AT NORTH ELEVATION ALONG EAST MAIN STREET. REFER TO DRAWING 2.01.
21. (6) EXISTING WINDOWS AND (1) LOUVER WITH STEEL LINTELS TO BE REPLACED AT NORTH ELEVATION ALONG EAST MAIN STREET. REFER TO DRAWING 2.01.
22. EXISTING PARAPET WALL ALONG SOUTH ELEVATION WITH RETURNING ALONG EAST AND WEST ELEVATION. INSTALL NEW ALUMINUM CORNING ALONG TOP OF EPS WALL. REFER TO DETAIL 11 ON DRAWING 3.02.
23. EXISTING CORRODED STEEL PLATE IN WALL BELOW WINDOW SILL. REMOVE PLATE AND PERFORM MASONRY REPAIRS BELOW WINDOW FILLED WITH DECORATIVE MASONRY UNITS. REFER TO PHOTO DETAIL 8 ON DRAWING 3.01.
24. APPROXIMATE LOCATION OF BRICK DETERIORATION. AS A UNIT PRICE REPAIR, CONFIRM WORK AREAS WITH ENGINEER AND PERFORM BRICK AREA REPLACEMENT. REFER TO DETAIL 8 ON DRAWING 3.02.
25. APPROXIMATE LOCATION OF MORTAR DETERIORATION. AS A UNIT PRICE REPAIR, CONFIRM WORK AREAS WITH ENGINEER AND PERFORM REPAIRS. REFER TO DETAIL 10 ON DRAWING 3.02.
26. UPON COMPLETION OF GARAGE REPAIRS, PERFORM GARAGE CLEANING. CLEANING CONSISTS OF REMOVING ALL DEBRIS FROM SLAB VIA BROOM AND VACUUM FOLLOWED BY WATER WASH-DOWN OF SLAB.
27. AFTER GARAGE WASH-DOWN, REINSTALL NEW LINE STRIPING AT LEVEL 1 ONLY. MATCH EXISTING LAYOUT, COLOR AND NUMBERING. REFER TO SPECIFICATION SECTION 22.17.23.
28. PROVIDE 6'-0" WIDE EMERGENCY EXIT EGRESS WALKWAY BETWEEN LPUFG BUILDING AND EXIT DOOR NEAR COLUMN G1. AREA SHALL BE ENCLOSED WITH SANI-HORSE BARRICADES AND CAUTION TAPE. PROVIDE PROFESSIONALLY PREPARED SIGNS INDICATING EMERGENCY EXIT EGRESS WALKWAY FOR LPUFG PATRONS. THIS WILL ONLY BE USED BY LPUFG IN EVENT OF AN EMERGENCY IN BUILDING FOR PATRON EGRESS. CONTRACTOR MAY MOVE AND ADJUST PATHWAY TO COMPLETE LEVEL 1 REPAIRS.
29. PROVIDE 6'-0" WIDE PEDESTRIAN WALKWAY AT LEVELS 2 AND 3 FOR EMPLOYEES TO ACCESS ADJACENT BUILDINGS BETWEEN GARAGE. AREA SHALL BE ENCLOSED WITH SANI-HORSE BARRICADES AND CAUTION TAPE. PROVIDE PROFESSIONALLY PREPARED SIGNS INDICATING WALKWAY TO LPUFG PATRONS.
30. IF REPAIRS NEED TO OCCUR IN SHARED WALKWAY AREA, COORDINATE WITH OWNER FOR SIGNS AND BARRICADES.
31. AREA OF GARAGE STRUCTURES AT UNDERSIDE OF LEVEL 2 WITH MISSING NETTING. INSTALL NEW NETTING AND FASTEN TO (4) 1/2" x 4" METAL. NETTING TO BE 3/4" GALVANIZED. INSTALL NETTING IN MANNER TO MATCH ADJACENT BAYS AT UNDERSIDE OF LEVEL 2.

LEGEND:

- EXISTING FLOOR DRAIN
- × EXISTING CHAINLINK FENCE
- OVER-HEAD REPAIRS
- FLOOR SLAB REPAIRS
- #SF APPROXIMATE REPAIR LOCATION AND QUANTITY - CONFIRM WITH ENGINEER
- EMPLOYEE WALKWAY



THP
 THP Limited, Inc.
 Cincinnati • Cleveland
 100 East High Street
 Cincinnati, Ohio 45202
 Phone: 513.241.3222
 www.thpdl.com

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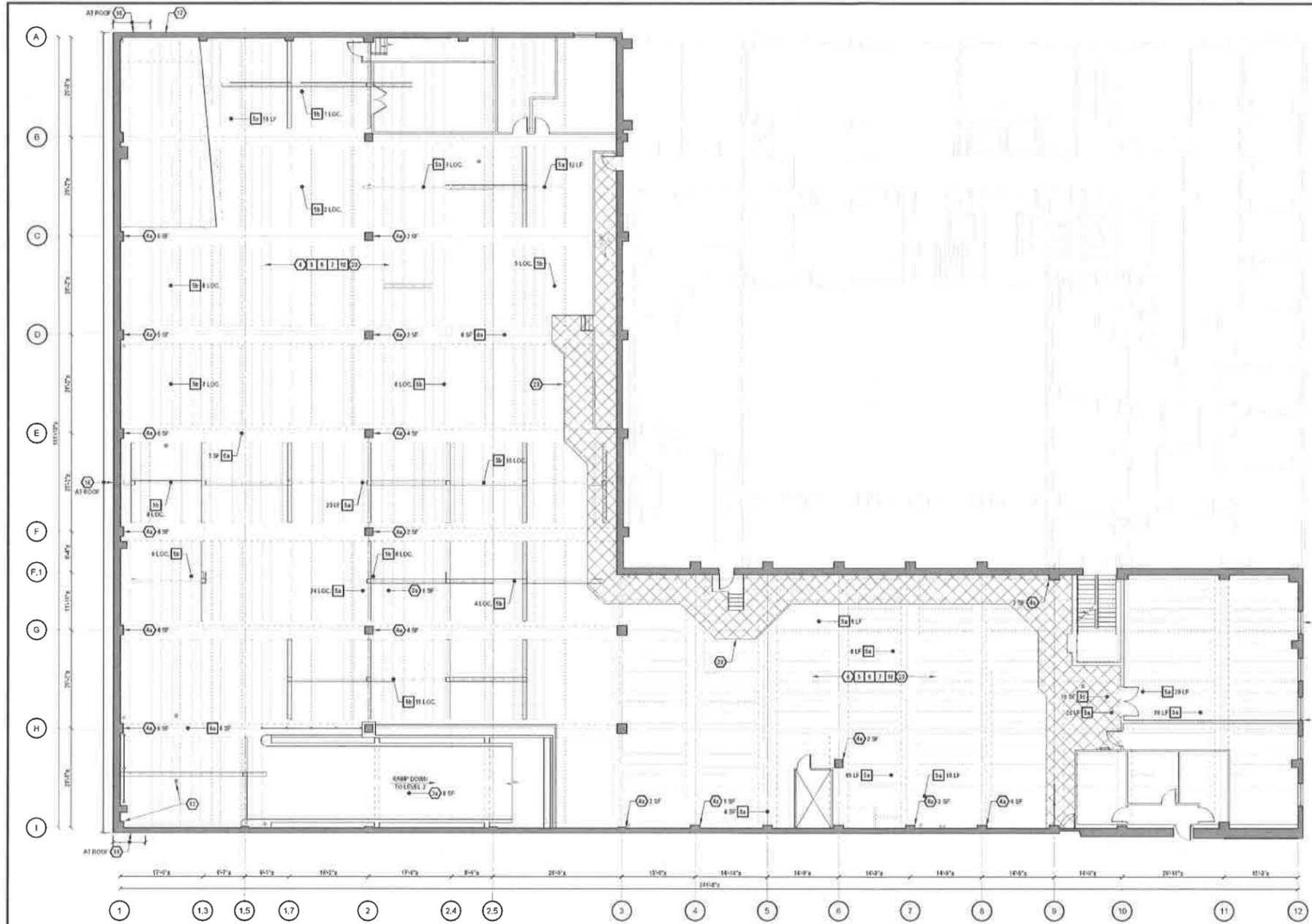
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DATE	DESCRIPTION
11/12/2021	2% OWNER REVIEW
12/17/2021	10% OWNER REVIEW
01/27/2022	30% OWNER REVIEW
02/02/2022	50% OWNER REVIEW
02/08/2022	75% OWNER REVIEW
02/08/2022	100% OWNER REVIEW

PROJECT MANAGER: **G.O. Donahue**
 PROJECT MANAGER: **Z.S. Wolcott**
 PROJECT MANAGER: **A.M. Mette**
 PROJECT MANAGER: **A.M. Mette**

Government Center Garage
 2022 Repairs
 Bld No. 27-2022

PROJECT TITLE: **LEVEL 2 FLOOR PLAN REPAIRS**
 DRAWING NO.: **THP-21606.00 02.08.2022**
 DRAWING SCALE: **1.02**



LEVEL 3 FLOOR PLAN REPAIRS
 1.03 3/32" = 1'-0"



PHASING NOTES:

- A. PROJECT IS DIVIDED INTO (4) DISTINCT PARTS OF WORK AS OUTLINED BELOW:**
- (PART 1) GARAGE INTERIOR REPAIRS AT LEVELS 1, 2, AND 3.
 - (PART 2) WEST ELEVATION EXTERIOR REPAIRS NEAR WATER STREET GARAGE DOOR.
 - (PART 3) NORTH ELEVATION EXTERIOR REPAIRS NEAR EAST MAIN STREET GARAGE DOOR.
 - (PART 4) ROOF LEVEL PARAPET METAL CORING INSTALLATION.
- B. PROJECT MILESTONE OF (90) DAYS REQUIRES COMPLETION OF (PART 1) GARAGE INTERIOR REPAIRS AT LEVELS 1, 2, AND 3 MUST BE COMPLETED AND GARAGE REOPENED TO PEDESTRIAN ACCESS BEFORE BEGINNING WEST ELEVATION EXTERIOR REPAIRS AT WATER STREET GARAGE DOOR.**
- LFUCG WILL CLOSE LEVELS 1 THROUGH 3 OF GARAGE FOR PARKING.
 - LFUCG PATRON ACCESS BETWEEN BUILDINGS THROUGH GARAGE MUST BE PROVIDED AS OUTLINED ON DRAWINGS.
 - GARAGE INTERIOR REPAIRS AT LEVELS 1, 2, AND 3 MUST BE COMPLETED AND GARAGE REOPENED TO PEDESTRIAN ACCESS BEFORE BEGINNING WEST ELEVATION EXTERIOR REPAIRS AT WATER STREET GARAGE DOOR.
- C. SUBSTANTIAL COMPLETION OF ENTIRE PROJECT IS (120) DAYS WHICH INCLUDES PROJECT MILESTONE: SUBSTANTIAL COMPLETION (FROM PART 1 AND PART 2) NOLED ABOVE. (PART 3) NORTH ELEVATION EXTERIOR REPAIRS NEAR EAST MAIN STREET GARAGE DOOR AND (PART 4) ROOF LEVEL PARAPET METAL CORING INSTALLATION.**

- D. CONTRACTOR WILL BE PROVIDED GARAGE DOOR OPENERS AND KEY CARDS TO ENTER GARAGE DURING PROJECT.**
- E. CONTRACTOR MAY PARK EMPLOYEE VEHICLES AND STAGE ALL EQUIPMENT IN GARAGE DURING (80) DAY CLOSURE.**
- F. CONTRACTOR SHALL PROVIDE TEMPORARY PORTABLE TOILET IN GARAGE. TOILET SHALL BE LOCATED BY EAST MAIN STREET GARAGE DOOR.**
- G. AFTER (80) DAY CLOSURE EAST MAIN STREET GARAGE DOOR MAY BE CLOSED DURING NORTH ELEVATION EXTERIOR WORK. CONTRACTOR MAY STORE EQUIPMENT AND MATERIALS BETWEEN FACE OF BUILDING AND RECESSED GARAGE DOOR IN SECURE FENCE WITH GREEN FABRIC SCREEN. (2) CONTRACTOR VEHICLES FOR PRODUCTION OF WORK MAY BE PARKED IN GARAGE IMMEDIATELY ADJACENT TO GARAGE DOOR. NO OTHER CONTRACTOR PARKING WILL BE PERMITTED IN GARAGE.**
- H. TIME IS OF THE ESSENCE IN COMPLETING (PART 1) AND (PART 2) REPAIRS. CONTRACTOR MUST PROVIDE CONTINUOUS WORK IN THE GARAGE DURING THE WEEK SINCE IT WILL BE CLOSED FOR THE REPAIRS.**

DRAWING NOTES:

- SUPPORTED LEVELS 2 AND 3 OF PARKING GARAGE ARE CONSTRUCTED OF CAST-IN-PLACE PAN JOIST SLAB SYSTEM SUPPORTED ON CONCRETE BEAMS AND COLUMNS WITH SUPPLEMENTAL STEEL FRAMING. AN ASPHALT/CONCRETE OVERLAY IS INSTALLED ON BOTH LEVELS. VEHICULAR RAMPS ARE CAST-IN-PLACE CONCRETE SLAB AND BEAM FRAMING. NO OVERLAY IS INSTALLED ON THE VEHICULAR RAMPS.
- PROVIDE PROFESSIONAL SIGNAGE AND BARRICADES TO CLOSE AND PROTECT WORK AREAS TO VEHICULAR AND PEDESTRIAN TRAFFIC. SIGNAGE SHALL INCLUDE DIRECTIONS TO ROUTE PEOPLE AROUND WORK AREA. REFER TO SPECIFICATION SECTION 01 54 03.
- PRIOR TO PERFORMING WORK, LOCATE ALL DRAINS, REVIEW CONDITIONS AND PROTECT DRAINS DURING REPAIRS. DRAINS TO REMAIN OPERATIONAL THROUGHOUT DURATION OF PROJECT.
- PROVIDE DUST AND DEBRIS CONTROL MEASURES TO ENSURE ALL DUST AND DEBRIS GENERATED BY WORK REMAINS WITHIN WORK AREA, DOES NOT BECOME AIRBORNE, AND DOES NOT POSE HAZARDOUS OR OBSTACULAR CONDITIONS FOR PATRONS AND GENERAL PUBLIC. REFER TO SPECIFICATION SECTION 01 54 03 AND COMPLY WITH KENTUCKY ADMINISTRATIVE REGULATIONS TITLE 401, CHAPTER 43 FOR FURTHER DUST EMISSIONS.
- CONTRACTOR TO NOTIFY OWNER IF HAZARDOUS MATERIALS ARE ENCOUNTERED. REMOVAL OF ALL HAZARDOUS MATERIALS MUST BE COORDINATED WITH OWNER AS AN ADDITIONAL SERVICE.
- CONTRACTOR SHALL MAINTAIN AS-BUILT'S OF ENTIRE PROJECT AS NOTED IN PROJECT MANUAL. IN ADDITION, CONTRACTOR SHALL PHOTO DOCUMENT EACH CONCRETE REPAIR AREA AND SUBMIT WEEKLY TO OWNER WITH PHOTOS LABELED ON DRAWINGS.

KEY NOTES:

- KEY CARD ACCESS DOOR TO ADJACENT GOVERNMENT CENTER OFFICE BUILDINGS. NO REPAIRS ANTICIPATED WITHIN SECURE AREA OF BUILDING.
- ASPHALT TOPPING SLAB INSTALLED OVER LEVEL 1 SLAB-ON-GRADE CONCRETE. CRACK FILL AND SEAL COAT ASPHALT AREA PER DIVISION 405 OF KENTUCKY STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE.
- CONCRETE TOPPING SLAB INSTALLED OVER CONCRETE SLAB. CONTRACTOR AND ENGINEER TO SURVEY CONCRETE TOPPING SLAB FOR CRACKS AND SPALLS. AS A UNIT PRICE REPAIR, CONFIRM WORK AREAS WITH ENGINEER AND PERFORM BONDED TOPPING CONCRETE REPAIR. REFER TO DETAIL 1 ON DRAWING 3.01.
- APPROXIMATE LOCATION OF CONCRETE TOPPING SLAB DETERIORATION. AS A UNIT PRICE REPAIR, CONFIRM WORK AREAS WITH ENGINEER AND PERFORM BONDED TOPPING CONCRETE REPAIR. REFER TO DETAIL 1 ON DRAWING 3.01.
- CONTRACTOR AND ENGINEER TO SURVEY CONCRETE COLUMNS FOR DETERIORATION. AS A UNIT PRICE REPAIR, CONFIRM WORK AREAS WITH ENGINEER AND PERFORM VERTICAL SURFACE CONCRETE REPAIR. REFER TO DETAIL 2 ON DRAWING 3.01.
- APPROXIMATE LOCATION OF CONCRETE COLUMN DETERIORATION. AS A UNIT PRICE REPAIR, CONFIRM WORK AREAS WITH ENGINEER AND PERFORM VERTICAL SURFACE CONCRETE REPAIR. REFER TO DETAIL 2 ON DRAWING 3.01.
- CONTRACTOR AND ENGINEER TO SURVEY UNDERSIDE OF LEVELS 2 AND 3 SLAB SYSTEM FOR CONCRETE DETERIORATION. AS A UNIT PRICE REPAIR, CONFIRM WORK AREAS WITH ENGINEER AND PERFORM CONCRETE REPAIRS AT UNDERSIDE OF LEVELS 2 AND 3. JOIST CONCRETE REPAIR, JOIST BEARING CONCRETE REPAIR, OVERHEAD SLAB CONCRETE REPAIR. REFER TO DETAILS 3, 4, AND 5 ON DRAWING 3.01.
- APPROXIMATE LOCATION OF CONCRETE JOIST DETERIORATION. AS A UNIT PRICE REPAIR, CONFIRM WORK AREAS WITH ENGINEER AND PERFORM JOIST CONCRETE REPAIR. REFER TO DETAIL 3 ON DRAWING 3.01.
- APPROXIMATE LOCATION OF CONCRETE JOIST DETERIORATION AT SUPPLEMENTAL STEEL WF BEAMS. AS A UNIT PRICE REPAIR, CONFIRM WORK AREAS WITH ENGINEER AND PERFORM JOIST BEARING CONCRETE REPAIR. REFER TO DETAIL 4 ON DRAWING 3.01.
- APPROXIMATE LOCATION OF CONCRETE SLAB DETERIORATION. AS A UNIT PRICE REPAIR, CONFIRM WORK AREAS WITH ENGINEER AND PERFORM OVERHEAD SLAB CONCRETE REPAIR. REFER TO DETAIL 5 ON DRAWING 3.01.
- CONTRACTOR AND ENGINEER TO SURVEY UNDERSIDE OF LEVELS 1 AND 2 BEAMS FOR CONCRETE DETERIORATION. AS A UNIT PRICE REPAIR, CONFIRM WORK AREAS WITH ENGINEER AND PERFORM ORDER CONCRETE REPAIR. REFER TO DETAIL 6 ON DRAWING 3.01.
- APPROXIMATE LOCATION OF ORDER CONCRETE DETERIORATION. AS A UNIT PRICE REPAIR, CONFIRM WORK AREAS WITH ENGINEER AND PERFORM ORDER CONCRETE REPAIR. REFER TO DETAIL 6 ON DRAWING 3.01.
- SURVEY EXISTING STEEL FRAMED WF BEAMS AND GRIDDERS FOR LOOSE AND MISSING SPRAY APPLIED FIRE PROTECTIVE. AS A UNIT PRICE REPAIR, CONFIRM WORK AREAS WITH ENGINEER AND PERFORM WF BEAM AND GRIDER FIRE PROTECTIVE REPAIR. MINIMUM WORK AREA IS (10) LINEAR FEET PER LOCATION. REFER TO DETAIL 7 ON DRAWING 3.01.
- EXISTING STEEL FRAMED BEAM BETWEEN LEVEL 1 AND LEVEL 2 OF GARAGE. INSTALL SUPPLEMENTAL STEEL POSTS AND BRACKETS TO SUPPORT FRAMING. REFER TO PHOTO DETAIL 12 ON DRAWING 2.02.
- EXISTING FLOOR DRAIN AT SLAB-ON-GRADE OF LEVEL 1. PERFORM FULL DEPTH SLAB REPLACEMENT AND INSTALL NEW FLOOR DRAIN CONNECTED INTO EXISTING PIPES. SLAB EXCAVATION TO BE MINIMUM 7'-0" x 7'-0". NEW CONCRETE SLAB TO BE DOWELED INTO EXISTING SLAB WITH (2) #6 EPOXY COATED BARS STRADDLING DRAIN BODY LAPPED WITH OPPOSITE SIDE DOWELS AT ALL (4) SIDES. REFER TO SPECIFICATION SECTIONS 03 01 00 AND 22 14 06.
- REPAIRS AT UNDERSIDE OF LEVEL 2 WILL REQUIRE TEMPORARY REMOVAL OF OVERHEAD NETTING. CONTRACTOR SHALL TEMPORARILY REMOVE NETTING FROM SUPPLEMENTAL STEEL BEAMS AND KEEP ANCHORED TO CONCRETE GRIDDERS. UPON COMPLETION OF WORK, REINSTALL NETTING ANCHORED TO STEEL BEAMS TO MATCH EXISTING CONDITIONS.
- COORDINATE SIGNING REQUIREMENTS WITH ENGINEER PRIOR TO BEGINNING WORK. REFER TO SPECIFICATION SECTION 03 01 00.
- EXISTING FLOOR DRAIN AT LEVEL 2. DISCONNECT AND REMOVE EXISTING CRACKED FINISH AT UNDERSIDE OF SLAB AND WALL. NO ADDITIONAL WORK TO BE COMPLETED AT DRAIN. REFER TO SPECIFICATION SECTION 03 04 21.
- EXISTING CRACK AT UNDERSIDE OF CONCRETE STAIR. PREPARE CRACK AND EPOXY INFLECT. REFER TO SPECIFICATION SECTION 03 04 21.
- (5) EXISTING WINDOWS WITH STEEL LITELS TO BE REPLACED AT NORTH ELEVATION ALONG EAST MAIN STREET. REFER TO DRAWING 2.01.
- (6) EXISTING WINDOWS AND (1) CLOSER WITH STEEL LITEL 6 TO BE REPLACED AT NORTH ELEVATION ALONG EAST MAIN STREET. REFER TO DRAWING 2.01.
- EXISTING PARAPET WALL ALONG SOUTH ELEVATION BETWEEN BUILDINGS ALONG EAST AND WEST ELEVATION. INSTALL NEW ALUMINUM CORING ALONG TOP OF REP'S WALL. REFER TO DETAIL 11 ON DRAWING 3.02.
- EXISTING CORRODED STEEL PLATE IN WALL BELOW WINDOW SILL. REMOVE PLATE AND PERFORM MASONRY REPAIRS BELOW WINDOW INFILLED WITH DECORATIVE MASONRY UNITS. REFER TO PHOTO DETAIL 8 ON DRAWING 3.01.
- APPROXIMATE LOCATION OF BRICK DETERIORATION. AS A UNIT PRICE REPAIR, CONFIRM WORK AREAS WITH ENGINEER AND PERFORM BRICK AREA REPLACEMENT. REFER TO DETAIL 8 ON DRAWING 3.02.
- APPROXIMATE LOCATION OF MORTAR DETERIORATION. AS A UNIT PRICE REPAIR, CONFIRM WORK AREAS WITH ENGINEER AND PERFORM REPOINTING REPAIR. REFER TO DETAIL 10 ON DRAWING 3.02.
- UPON COMPLETION OF GARAGE REPAIRS, PERFORM GARAGE CLEANING. CLEARING CONSISTS OF REMOVING ALL DEBRIS FROM SLAB VIA BROOM AND VACUUM FOLLOWED BY WATER WASH DOWN OF SLAB.
- AFTER GARAGE WASH DOWN, REINSTALL NEW LINE STRIPING AT LEVEL 1 ONLY. MATCH EXISTING LAYOUT, COLOR, AND NUMBERING. REFER TO SPECIFICATION SECTION 33 07 23.
- PROVIDE 6'-0" WIDE EMERGENCY EXIT EGRESS WALKWAY BETWEEN LFUCG BUILDING AND EXIT DOOR NEAR COLUMN (1). AREA SHALL BE ENCLOSED WITH SHARPCORNER BARRICADES AND CAUTION TAPE. PROVIDE PROFESSIONALLY PREPARED SIGNS INDICATING EMERGENCY EXIT EGRESS WALKWAY FOR LFUCG PATRONS. THIS WILL ONLY BE USED BY LFUCG IN EVENT OF AN EMERGENCY IN BUILDING FOR PATRON EGRESS. CONTRACTOR MAY MOVE AND ADJUST PATHWAY TO COMPLETE LEVEL 1 REPAIRS.
- PROVIDE 6'-0" WIDE PEDESTRIAN WALKWAY AT LEVELS 2 AND 3 FOR EMPLOYEES TO ACCESS ADJACENT BUILDINGS FROM THE GARAGE. AREA SHALL BE ENCLOSED WITH SHARPCORNER BARRICADES AND CAUTION TAPE. PROVIDE PROFESSIONALLY PREPARED SIGNS INDICATING WALKWAY TO LFUCG PATRONS.
- IF REPAIRS NEED TO OCCUR IN SHADOWED WALKWAY AREA, COORDINATE WITH OWNER FOR NIGHTS AND WEEKENDS.
- AREA OF GARAGE STRUCTURE AT UNDERSIDE OF LEVEL 2 WITH MISSING NETTING. INSTALL NEW MINIMUM (20) POUND POLYETHYLENE NETTING. MESH NET SIZE TO BE 3M" SQUARE. INSTALL NETTING IN MANNER TO MATCH ADJACENT BAYS AT UNDERSIDE OF LEVEL 2.

LEGEND:

- EXISTING FLOOR DRAIN
- EXISTING CHIMNEY/PIPE
- OVERHEAD REPAIRS
- FLOOR SLAB REPAIRS
- APPROXIMATE REPAIR LOCATION AND QUANTITY - CONFIRM WITH ENGINEER
- EMPLOYEE WALKWAY



Lexington-Fayette Urban County Government
 200 East Main Street
 Lexington, Kentucky 40504



THP Limited, Inc.
 Cincinnati, Ohio 45202
 Phone: 513.241.3222
 www.thpltd.com

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PROJECT NO.: 21-1000-00 DRAWING NO.: 02.08.2022 DATE: 02.08.2022 DRAWN BY: [Name] CHECKED BY: [Name]	PROJECT MANAGER: G.O. Donahue PROJECT ARCHITECT: Z.S. Wolcott PROJECT ENGINEER: A.M. Mette PROJECT SUPERVISOR: A.M. Mette
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Government Center Garage

2022 Repairs
Bid No. 27-2022

1.03



1
2.01
**HISTORICAL EAST MAIN STREET
NORTH ELEVATION**
NO SCALE
NOTE: HISTORICAL PHOTO SHOWN FOR REFERENCE.



2
2.01
**CURRENT EAST MAIN STREET
NORTH ELEVATION**
NO SCALE

WINDOW SCHEDULE									
MARK	SIZE	TYPE	GLAZING	LOCATION	SILL FINISH	JAMB FINISH	HEAD FINISH	SPECIAL NOTES	
L1A	7'-1 1/2" H x 6'-8" W	ALUM WOOD	1" INSULATED	HALLWAY	B	E	C	H.L.J.	
L1B	7'-1 1/2" H x 6'-8" W	ALUM WOOD	1" INSULATED	HALLWAY	B	E	C	H.L.J.	
L1C	7'-1 1/2" H x 6'-8" W	ALUM WOOD	1" INSULATED	HALLWAY	B	E	C	H.L.J.	
L1D	7'-1 1/2" H x 6'-8" W	ALUM WOOD	1" INSULATED	CONFERENCE ROOM	B	E	C	H.L.J.	
L1E	7'-1 1/2" H x 6'-8" W	ALUM WOOD	1" INSULATED	CONFERENCE ROOM	B	E	C	H.L.J.	
L1A	7'-1 1/2" H x 6'-8" W	ALUM WOOD	1" INSULATED	MECHANICAL ROOM	A	F	D	-	
L1B	7'-1 1/2" H x 6'-8" W	ALUM WOOD	1" INSULATED	MECHANICAL ROOM	A	F	D	-	
L1C	7'-1 1/2" H x 6'-8" W	ALUM WOOD	1" INSULATED	MECHANICAL ROOM	A	F	D	-	
L1D	7'-1 1/2" H x 6'-8" W	ALUM WOOD	1" INSULATED	SPECIALTY ROOM	B	E	C	G.H.L.J.	
L1E	7'-1 1/2" H x 6'-8" W	ALUM WOOD	1" INSULATED	SPECIALTY ROOM	B	E	C	G.H.L.J.	

- WINDOW SCHEDULE REPAIR NOTES:**
- EXISTING EXPOSED MASONRY SILL IN MECHANICAL ROOM. UPON INSTALLATION OF NEW WINDOW, PROVIDE PAINTED 5/4 WOOD CLOSURE PIECE.
 - EXISTING PLASTER VENEER ON GYPSUM BOARD SILL TO BE REMOVED. UPON INSTALLATION OF NEW WINDOW, INSTALL NEW 5/4 TYPED MARBLE WINDOW SILL. NEW SILLS TO MATCH EXISTING SILL IN LEUCO OFFICE BUILDING IN COLOR, PATTERN, TEXTURE, AND FINISH.
 - EXISTING PLASTER VENEER ON GYPSUM BOARD AT WINDOW HEAD TO BE REMOVED. PREPARE EXPOSED STEEL LINTELS TO SSPC-S12 CONCRETE AND EPOXYURETHANE PAINT PER SPECIFICATION SECTION 09 91 00. UPON INSTALLATION OF NEW WINDOW, REINSTALL PLASTER VENEER ON GYPSUM BOARD AND TERMINATE AT WINDOW WITH J-BEAD.
 - EXISTING EXPOSED MASONRY HEAD WITH 1/2" STEEL LINTELS. PREPARE EXPOSED STEEL LINTELS TO SSPC-S12 CONCRETE AND EPOXYURETHANE PAINT PER SPECIFICATION SECTION 09 91 00. UPON INSTALLATION OF NEW WINDOW, PROVIDE PAINTED 5/4 WOOD CLOSURE PIECE.
 - EXISTING PLASTER VENEER ON GYPSUM BOARD AT WINDOW JAMBS TO BE REMOVED. PERFORM MASONRY REPAIRS AND INSTALL PEEL AND STICK FLASHING MEMBRANE ON MASONRY. UPON INSTALLATION OF NEW WINDOW, REINSTALL PLASTER VENEER ON GYPSUM BOARD OVER MEMBRANE AND TERMINATE AT WINDOW WITH J-BEAD.
 - EXISTING EXPOSED MASONRY JAMB IN MECHANICAL ROOM. PERFORM MASONRY REPAIRS, AND INSTALL PEEL AND STICK FLASHING MEMBRANE ON MASONRY. UPON INSTALLATION OF NEW WINDOW, PROVIDE PAINTED 5/4 WOOD CLOSURE PIECE.
 - DROPPED CEILING AT WINDOW HEAD. REFER TO PHOTO ESTAB. 3 CALL DRAWING 7.277 FOR FINISHES.
 - EXISTING WINDOW BLINDS TO BE REMOVED AND TURNED OVER TO LEUCO. LEUCO TO REINSTALL AT COMPLETION OF WORK.
 - UPON COMPLETION OF ALL WORK, PAINT ENTIRE PERIMETER OF WINDOW JAMB AND HEAD TO MATCH ADJACENT WALL COLORS.
 - CONTRACTOR RESPONSIBLE FOR ALL DAMAGES AT ADJACENT PLASTER VENEER ON GYPSUM BOARD WALL SURROUNDING WINDOW. IF REPAIRS AND PAINTING IS NEEDED, CONTRACTOR MUST PAINT FROM CEILING TO FLOOR AND CORNER TO CORNER OF WALL.

REFER TO SPECIFICATION SECTIONS 04 01 00, 06 10 53, 07 92 00, 08 52 00, 09 21 16, AND 09 91 00 FOR ADDITIONAL INFORMATION ON MASONRY, ROUGH CARPENTRY, SEALANTS, WOOD WINDOWS, GYPSUM BOARD ASSEMBLIES, AND PAINTING.



THP
THP Limited, Inc.
Cincinnati • Cleveland
100 East Eighth Street
Cincinnati, Ohio 45202
Phone: 513.241.2222
www.thp.com

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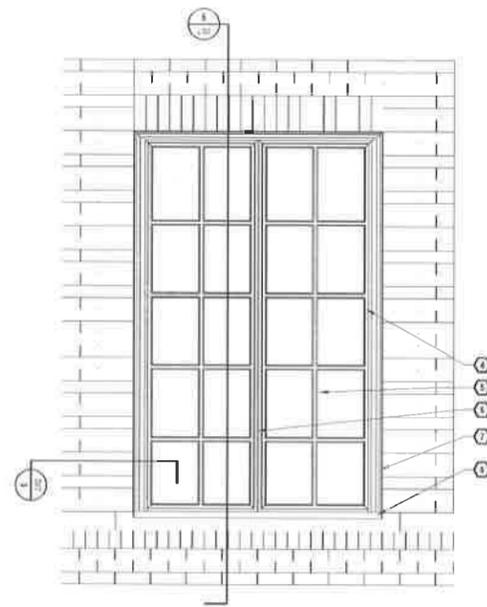
DESIGNED BY	G.O. Donahue
PROJECT MANAGER	Z.S. Wolcott
PROJECT	A.M. Mette
DATE OF REVISION	A.M. Mette

**Government
Center
Garage**

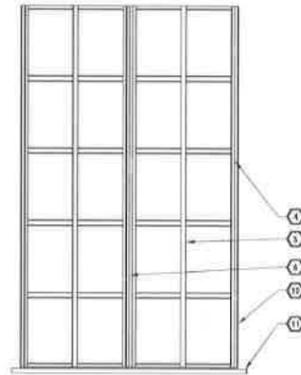
**2022
Repairs
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WINDOW SCHEDULE

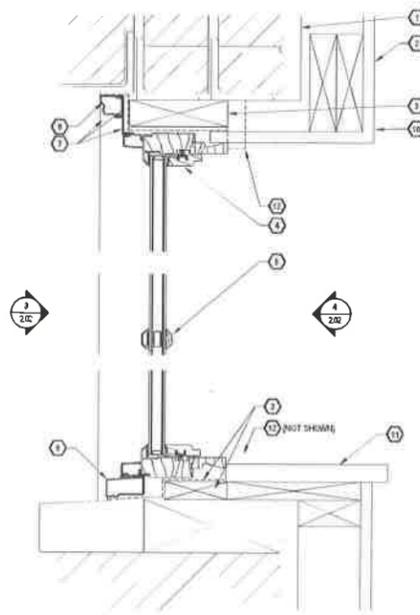
THP-21506.00 02.08.2022



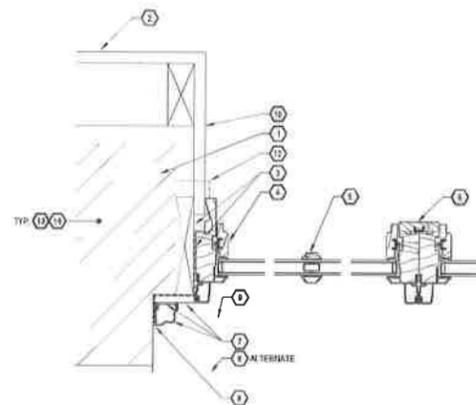
3
2.02
EXTERIOR WINDOW
ELEVATION
1" = 1'-0"



4
2.02
INTERIOR WINDOW
ELEVATION
1" = 1'-0"



5
2.02
HEAD/SILL WINDOW
DETAIL
3" = 1'-0"



6
2.02
JAMB/MULLION WINDOW
DETAIL
3" = 1'-0"

KEY NOTES - DETAILS 3,4,5,6: ○

1. EXISTING FULL THICK MASONRY WALL WITH REPAIRED STEEL LINTEL. REFER TO DETAIL 8 ON DRAWING 3.5.2.
2. EXISTING FINISH AND PLASTER VENEER ON GYPSUM BOARD. REPAIR AS REQUIRED.
3. PROVIDE 1/4" WOOD TRUCK AT JAMBS AND HEAD, AND PLANED 5/4 BOARD AT SILL. WRAP WITH FELT AND STICK WINDOW FLASHING. EXTEND FLASHING ONTO SURROUNDING MASONRY/STONE/PRECAST JAMB, HEAD, AND SILL. PARGE AND PRIME SURFACES TO ENSURE FLASHING ADHERENCE. REFER TO MANUFACTURER'S SPECIFICATIONS AND INSTALLATION INSTRUCTIONS.
4. NEW INSET WINDOW, BASES OF DESIGN: KOLBE ULTRA LIGHT SET WINDOW (TO MATCH CHAMP OUTLINE/CASEMENT). PROVIDE INSULATED LOW-E GLASS. REVELED STOP/VENTURUS PROFILE. REFER TO SPECIFICATION SECTION 06 52 00.
5. PROVIDE FACTORY INSTALLED 1/8" BEVELED PROFILE SILL BARS. REFER TO BUILDING ELEVATIONS FOR GRID ARRANGEMENT. REFER TO SPECIFICATION SECTION 06 52 00.
6. FACTORY MULL WINDOWS. REFER TO SPECIFICATION SECTION 06 52 00.
7. NEW BRICKMOLD, BASES OF DESIGN: SILL/FRAME EXTENDER AND 3-PART CHICAGO BRICKMOLD TRIM (RIGHT AND LEFT). FRAME EXTENDER TO BE FACTORY INSTALLED. BRICKMOLD TO BE INSTALLED PER MANUFACTURER'S SPECIFICATIONS.
8. NEW SILICONE SEALANT. REFER TO SPECIFICATION SECTION 07 02 00.
9. PROVIDE MANUFACTURER'S SILL FINISH PIECE TO MATCH WINDOW. BASES OF DESIGN: KOLBE 04110 (ALTERNATE: 04122 - TO BE COORDINATED AT TIME OF MOCK-UP). EXPOSED SILL FINISH PIECE WILL COVER JOINT BETWEEN STONE AND WOOD INTERIOR SILL. FINISH PIECE WILL NOT COVER. PROVIDE 1/4" TRACK BENT ALUMINUM SILL FINISHING WITH TON-KYMAR FINISH TO MATCH WINDOW. NOTE: SILL FINISH PIECE TO EXTEND PART FRAME AND FRAME EXTENSION PIECE TIGHT TO MASONRY.
10. NEW PLASTER VENEER ON GYPSUM BOARD PER WINDOW SCHEDULE. MATCH EXISTING ADJACENT.
11. NEW SOLID SURFACE MARBLE SILL PER WINDOW SCHEDULE.
12. AT THIRD FLOOR WHERE NO WALL FLASHING OR DRYWALL EXISTS, PROVIDE PAINTED 5/4 WOOD CLOSURE PIECE AT HEAD, JAMBS, AND SILL PER WINDOW SCHEDULE.
13. CONTRACTOR SHALL ASSURE INSTALLATION OF (4) NEW BRICKS AT EACH JAMB AS PART OF LUMP SUM WINDOW REPAIRS. REFER TO SIMILAR DETAIL 8 ON DRAWING 3.5.2.
14. CONTRACTOR SHALL ASSURE (16) LINEAR FEET OF TUCKPOINTING AT EACH JAMB AS PART OF LUMP SUM WINDOW REPAIRS. REFER TO SIMILAR DETAIL 10 ON DRAWING 3.5.2.

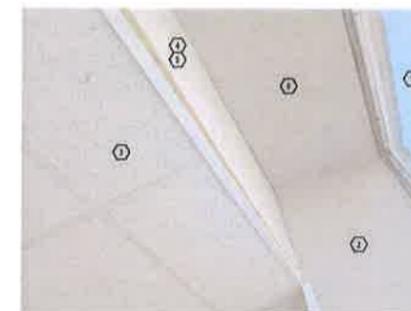
REFER TO SPECIFICATION SECTIONS 04 01 00, 06 10 53, 07 02 00, 08 52 00, 09 21 16, AND 09 81 00 FOR ADDITIONAL INFORMATION ON MASONRY, ROUGH CARPENTRY, SEALANTS, WOOD WINDOWS, GYPSUM BOARD ASSEMBLIES, AND PAINTING.



THP
THP Limited, Inc.
Cincinnati • Cleveland
100 East Eighth Street
Cincinnati, Ohio 45203
Phone: 513.241.3222
www.thpltd.com

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- 1 WINDOW TO BE REPLACED. REFER TO THIS DRAWING.
- 2 EXISTING JAMB FINISHES TO BE REMOVED AND REPAIRED AS PART OF WINDOW REPLACEMENT. REFER TO THIS DRAWING.
- 3 EXISTING DROPPED CEILING TO REMAIN. TEMPORARILY REMOVE AS REQUIRED FOR REPAIRS.
- 4 EXISTING FLYWOOD SHEATHING TO BE REMOVED.
- 5 INSTALL NEW PLASTER VENEER ON GYPSUM BOARD ANCHORED TO NEW METAL STUDS TO FINISH. REMOVE SECTION OF FLYWOOD. FINISH GYPSUM SHEATHING AT DROPPED CEILING WITH J-BEAD.
- 6 NEW METAL STUDS ANCHORED TO MASONRY WALL ABOVE WINDOW TO SUPPORT GYPSUM BOARD. SUBMIT METAL STUD INSTALLATION DETAILS TO OWNER/ENGINEER FOR REVIEW AND APPROVAL.

7
2.02
WINDOWS L3.D AND L3.E
PHOTO DETAIL
NO SCALE

DATE	DESCRIPTION
02/08/2022	ISSUE FOR PERMITS
02/08/2022	ISSUE FOR BIDDING
02/08/2022	ISSUE FOR CONSTRUCTION

DESIGNED BY: G.O. Donahue
PROJECT MANAGER: Z.S. Wolcott
CHECKED BY: A.M. Mette
ENGINEER OF RECORD: A.M. Mette

**Government
Center
Garage**
2022
Repairs
Bid No. 27-2022

WINDOW DETAILS
DATE: 02.08.2022
JOB NUMBER: THP-21606.00
DRAWN BY: [REDACTED]

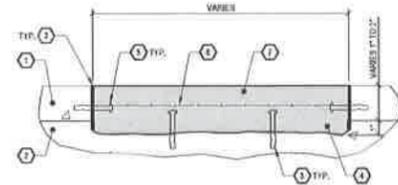


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Cleveland, Ohio 43002
Phone: 513.241.3222
www.thpltd.com

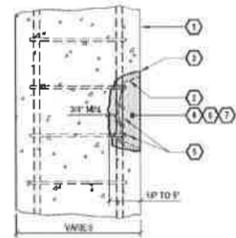
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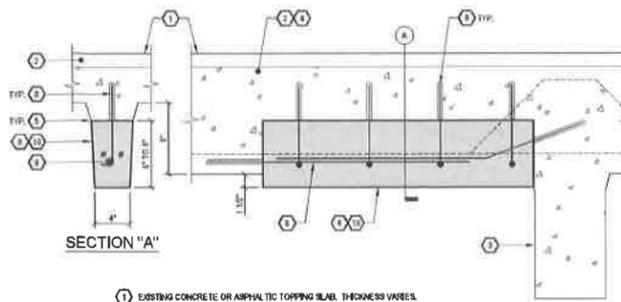
- 1 EXISTING CONCRETE TOPPING SLAB.
- 2 EXISTING CONCRETE SLAB.
- 3 PROVIDE VERTICAL SAW CUT AT PERIMETER OF REPAIR. PROVIDE 2" AT LEVEL 1 AND 3/4" AT LEVEL 2 AND LEVEL 3.
- 4 EXCAVATE CONCRETE MINIMUM 1" DEEP FOR NEW PATCH IN SLAB-ON-GRADE CONCRETE.
- 5 INSTALL 1/4" DIA. x 2" LONG PATCH ANCHORS EVERY 12" O.C. EACH WAY AND AT 1/4" AROUND PATCH PERIMETER. REFER TO SPECIFICATION SECTION 03 01 06.
- 6 EPOXY COATED MESH CENTERED IN OVERLAY. REFER TO SPECIFICATION SECTION 03 01 06.
- 7 REMOVE ALL SOUND AND UNSOUND CONCRETE IN SHADED AREA. PREPARE CAVITY SURFACES AND PROVIDE NEW CONCRETE PATCH MATERIAL, TYPE A. REFER TO SPECIFICATION SECTION 03 01 06.

**BONDED TOPPING SLAB CONCRETE REPAIR
DETAIL**
3.01 NO SCALE
UNIT PRICE PER SQUARE FOOT



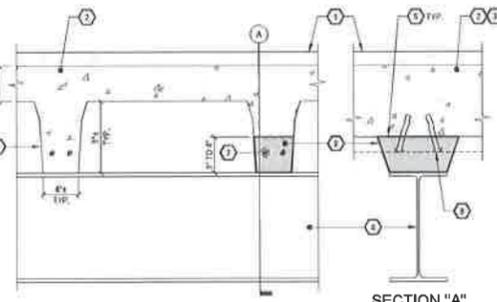
- REVIEW REPAIRS WITH ENGINEER IF SHORING REQUIRED PRIOR TO BEGINNING WORK.
- 1 EXISTING CONCRETE COLUMN WALL OR VERTICAL SURFACE.
 - 2 EXISTING DELAMINATION PLANE.
 - 3 PROVIDE 1/2" SAWCUT AROUND PERIMETER OF REPAIR AREA.
 - 4 REMOVE ALL SOUND AND UNSOUND CONCRETE WITHIN SHADED AREA. REFER TO SPECIFICATION SECTION 03 01 06.
 - 5 EXCAVATE 3/4" AROUND ALL REINFORCING. PREPARE AND EPOXY COAT EXPOSED STEEL. REFER TO SPECIFICATION SECTION 03 01 06.
 - 6 PREPARE CAVITY SURFACES AND INSTALL NEW PATCH MATERIAL, TYPE B. REFER TO SPECIFICATION SECTION 03 01 06.
 - 7 UPON CURE OF CONCRETE, INSTALL PAINT COATING TO MATCH ADJACENT AREAS. REFER TO SPECIFICATION SECTION 09 01 06.

**VERTICAL SURFACE CONCRETE REPAIR
DETAIL**
3.01 NO SCALE
UNIT PRICE PER SQUARE FOOT



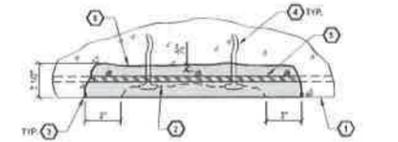
- 1 EXISTING CONCRETE OR ASPHALTIC TOPPING SLAB. THICKNESS VARIES.
- 2 EXISTING CONCRETE SLAB.
- 3 EXISTING CONCRETE GIRDER.
- 4 EXISTING TAPERED CONCRETE JOIST.
- 5 1/2" SAWCUT ALONG DEPTH OF JOIST BEARING CONCRETE REPAIR.
- 6 REMOVE ALL SOUND AND UNSOUND CONCRETE IN SHADED AREA. REFER TO SPECIFICATION SECTION 03 01 06.
- 7 EXCAVATE 3/4" AROUND ALL REINFORCING. PREPARE AND EPOXY COAT EXPOSED STEEL. REFER TO SPECIFICATION SECTION 03 01 06.
- 8 INSTALL 1/8" EPOXY COATED HOOKED DOWELS AT 8" O.C. EPOXY EMBED 4" INTO SLAB/JOIST. REFER TO SPECIFICATION SECTION 03 01 06.
- 9 INSTALL 1/8" EPOXY COATED BOTTOM BAR. DRILL AND EPOXY 8" INTO CONCRETE AT EACH END. PROVIDE 3/4" LAP AT BOTTOM BARS.
- 10 PREPARE REPAIR AREA AND PROVIDE NEW CONCRETE PATCH MATERIAL, TYPE B. CONTRACTOR SHALL ASSUME DEPTH OF JOIST TO BE INCREASED BY 1 1/2" FOR INSTALLATION OF ADDITIONAL REINFORCING. REFER TO SPECIFICATION SECTION 03 01 06.

**JOIST CONCRETE REPAIR
DETAIL**
3.01 NO SCALE
UNIT PRICE PER LINEAR FOOT



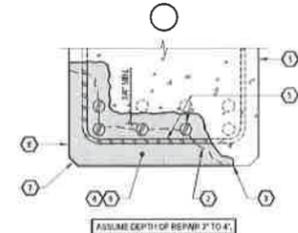
- 1 EXISTING CONCRETE OR ASPHALTIC TOPPING SLAB. THICKNESS VARIES.
- 2 EXISTING CONCRETE SLAB.
- 3 EXISTING TAPERED CONCRETE JOIST.
- 4 EXISTING STEEL WF BEAM WITH SPRAY APPLIED FIRE PROOFING.
- 5 1/2" SAWCUT ALONG DEPTH OF JOIST BEARING CONCRETE REPAIR.
- 6 REMOVE ALL SOUND AND UNSOUND CONCRETE IN SHADED AREA. REFER TO SPECIFICATION SECTION 03 01 06.
- 7 EXCAVATE 3/4" AROUND ALL REINFORCING. PREPARE AND EPOXY COAT EXPOSED STEEL. REFER TO SPECIFICATION SECTION 03 01 06.
- 8 INSTALL (2) 1/4" DIA. x 2" LONG PATCH ANCHORS. REFER TO SPECIFICATION SECTION 03 01 06.
- 9 PREPARE DEPTH OF JOIST BEARING CONCRETE REPAIR AND PROVIDE NEW CONCRETE PATCH MATERIAL, TYPE B. REFER TO SPECIFICATION SECTION 03 01 06.

**JOIST BEARING CONCRETE REPAIR
DETAIL**
3.01 NO SCALE
UNIT PRICE PER LOCATION



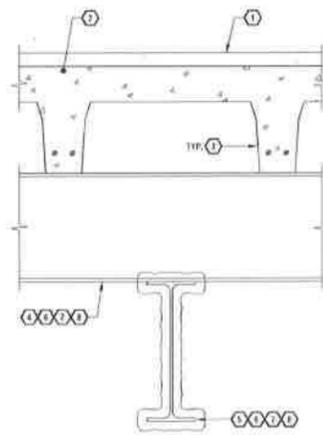
- 1 UNDERSIDE OF CONCRETE SURFACE REQUIRING REPAIRS.
- 2 EXISTING DELAMINATION PLANE.
- 3 1/2" SAWCUT AROUND PERIMETER OF PATCH. REFER TO SPECIFICATION SECTION 03 01 06.
- 4 INSTALL 1/4" DIA. x 2" LONG PATCH ANCHORS EVERY 12" O.C. EACH WAY. REFER TO SPECIFICATION SECTION 03 01 06.
- 5 EXCAVATE 3/4" AROUND ALL REINFORCING. PREPARE AND EPOXY COAT EXPOSED STEEL. REFER TO SPECIFICATION SECTION 03 01 06.
- 6 REMOVE ALL SOUND AND UNSOUND CONCRETE IN SHADED AREA AND PATCH WITH CONCRETE REPAIR MATERIAL, TYPE B. REFER TO SPECIFICATION SECTION 03 01 06.

**OVERHEAD CONCRETE REPAIR
DETAIL**
3.01 NO SCALE
UNIT PRICE PER SQUARE FOOT



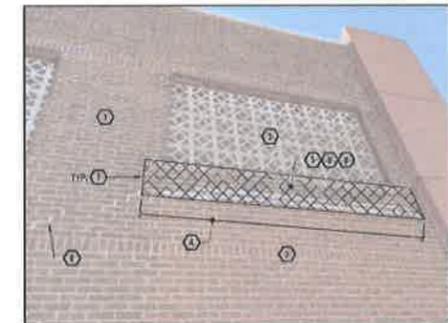
- 1 EXISTING CONCRETE BEAM.
- 2 EXISTING DELAMINATION PLANE.
- 3 PROVIDE 1/2" SAWCUT AROUND PERIMETER OF REPAIR AREA.
- 4 REMOVE ALL SOUND AND UNSOUND CONCRETE WITHIN SHADED AREA. REFER TO SPECIFICATION SECTION 03 01 06.
- 5 EXCAVATE 3/4" AROUND ALL REINFORCING. PREPARE AND EPOXY COAT EXPOSED STEEL. REFER TO SPECIFICATION SECTION 03 01 06.
- 6 PREPARE CAVITY SURFACES AND INSTALL PATCH MATERIAL, TYPE B. REFER TO SPECIFICATION SECTION 03 01 06.
- 7 FORM CHAMFER AT CORNER OF BEAM TO MATCH EXISTING.
- 8 PAINT REPAIR AREA TO MATCH ADJACENT SURFACE. REFER TO SPECIFICATION SECTION 09 01 06.

**GIRDER CONCRETE REPAIR
DETAIL**
3.01 NO SCALE
UNIT PRICE PER SQUARE FOOT



- 1 EXISTING CONCRETE OR ASPHALTIC TOPPING SLAB. THICKNESS VARIES.
- 2 EXISTING CONCRETE SLAB.
- 3 EXISTING TAPERED CONCRETE JOIST.
- 4 EXISTING STEEL WF BEAM WITH SPRAY APPLIED FIRE PROOFING.
- 5 EXISTING STEEL WF GIRDER WITH SPRAY APPLIED FIRE PROOFING.
- 6 AREA AROUND BEAMS OR GIRDERS WITH DAMAGED FIRE PROOFING. REMOVE LOOSE FIRE PROOFING AND PREPARE BEAM OR GIRDER TO SPEC-075 CONTRACTOR.
- 7 INSTALL 2 INCH SPRAY APPLIED FIRE PROOFING SYSTEM PER APPLICABLE UNDERWRITER LABORATORY (UL).
- 8 MINIMUM FIRE PROOFING REPAIR LENGTH AT BEAM OR GIRDER TO BE 18'-0".

**WF BEAM AND GIRDER FIRE PROOFING REPAIR
DETAIL**
3.01 NO SCALE
UNIT PRICE PER LINEAR FOOT OF BEAM (10'-0" MINIMUM)
UNIT PRICE PER LINEAR FOOT OF GIRDER (10'-0" MINIMUM)



- 1 EXISTING MASONRY WALL WITH CONCRETE AND BRICK STRUCTURE.
- 2 REMOVE PAINTED WITH DECORATIVE MASONRY FINISH. DO NOT DAMAGE.
- 3 EXISTING WALL OPENING PREVIOUSLY FILLED WITH MASONRY UNITS.
- 4 EXISTING STEEL LINTEL AND PLATE EMBEDDED IN WALL THAT WAS NOT PREVIOUSLY REMOVED.
- 5 IN SECTION, REMOVE BRICK MASONRY TO EXPOSE EXISTING STEEL LINTEL AND CHANNEL. COMPLETELY CUT OUT AND REMOVE STEEL LINTEL AND CHANNEL. INSTALL NEW CUR AT INSIDE FACE OF WALL AT STEEL CHANNEL.
- 6 IN SECTION, REMOVE SILL STONE AND INSTALL NEW CAST STONE SILL. REFER TO SPECIFICATION SECTION 04 01 06.
- 7 INSTALL NEW BRICK NUMBER AT AREAS OF REMAINING BRICK. PROVIDE SAWN TOUGH PATTERN AS EACH BRICK. REFER TO DETAIL 8 ON DRAWING 3.02.
- 8 BRICK VENEER INSTALLATION WITH (2) ROWS OF STAINLESS-STEEL BRICK TIES SPACED AT 12" O.C. REFER TO DETAIL 9 ON DRAWING 3.02.
- 9 EXISTING STAIR STEP CRACK TO BE REPOINTED. REFER TO DETAIL 10 ON DRAWING 3.02.

**WEST ELEVATION MASONRY REPAIR
PHOTO DETAIL**
3.01 NO SCALE

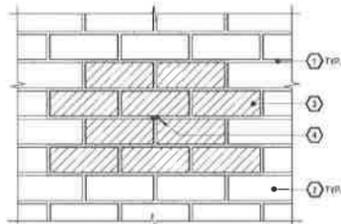
NO. OF SHEETS	1
TOTAL SHEETS	1
DATE	02.08.2022
SCALE	AS SHOWN
BY	THP
CHECKED	THP
DATE	02.08.2022

DESIGNED BY: G.O. Donahue
PROJECT MANAGER: Z.S. Wolcott
PREPARED BY: A.M. Mette
ENGINEER OF RECORD: A.M. Mette

**Government
Center
Garage**
2022
Repairs
Bld No. 27-2022

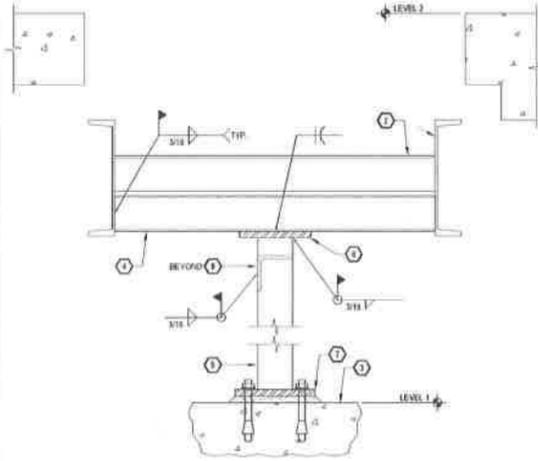
REPAIR DETAILS	
DATE	02.08.2022
THP-21506.00	

3.01



- 1 EXISTING MORTAR JOINT.
- 2 EXISTING BRICK MASONRY UNIT.
- 3 LOCALIZED DETRIORATED BRICK MASONRY UNITS TO BE REPLACED OR REMOVED (UNITS TO BE REPAIRED, COMPLETELY REPAIRING BRICK, SEALANTS, AND MORTAR JOINTS ASSOCIATED WITH REPAIRED MATERIALS). CLEAN REMOVED MORTAR FROM JOINTS OF BRICK AND PREPARE AND REPLACE BRICK UNITS. IF NECESSARY, TRIM BACKSIDE OF BRICK TO PROVIDE 1" CAVITY. PRIOR TO TRIMMING BRICK, REVIEW CONCRETE WITH PROJECT ENGINEER. SET NEW BRICK IN FULL BED OF MORTAR, POINT HEAD AND TOP JOINTS FULL DEPTH, AND RAKE JOINTS TO MATCH ADJACENT. REFER TO SPECIFICATION SECTION 04 01 00.
- 4 PROVIDE NEW MASONRY ANCHORS AS REQUIRED. REFER TO SPECIFICATION SECTION 04 01 00.

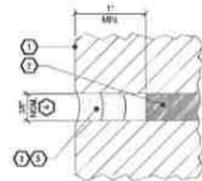
9
3.02
BRICK AREA REPLACEMENT REPAIR
DETAIL
NO SCALE
LUMP SUM WINDOWS AND DETAILS 12 AND 16
PAY UNIT PER SQUARE FOOT ELSEWHERE



- 1 LEVEL 2 STRUCTURED SLAB CONCRETE.
- 2 EXISTING STEEL STRINGERS WITH CHECKERED TREADRISER PLATES.
- 3 EXISTING LEVEL 1 SLAB-ON-GRADE.
- 4 HSSM4x1/8 BEAM WELDED BETWEEN STRINGERS. REFER TO SPECIFICATION SECTION 05 50 00.
- 5 HSSM4x1/8 POST. REFER TO SPECIFICATION SECTION 05 50 00.
- 6 3/4" x 6" x 6" CAP PLATE. REFER TO SPECIFICATION SECTION 05 03 00.
- 7 3/4" x 12" x 1/2" BASE PLATE WITH (4) 5/8" DIA. H8.11 KWK BOLT T2 ANCHORS WITH 4" EMBEDMENT. REFER TO SPECIFICATION SECTION 05 50 00.
- 8 L4x4x1/4 ANGLE WELDED TO POST AND ANCHORED TO EXISTING SLOPED CONCRETE STAR STRINGERS. INSTALL TO UNDERSIDE OF STRINGER WITH (2) 5/8" DIA. H8.11 KWK BOLT T2 ANCHORS WITH 4" EMBEDMENT. SPACE ANCHORS AT 6" O.C. REFER TO SPECIFICATION SECTION 05 50 00.

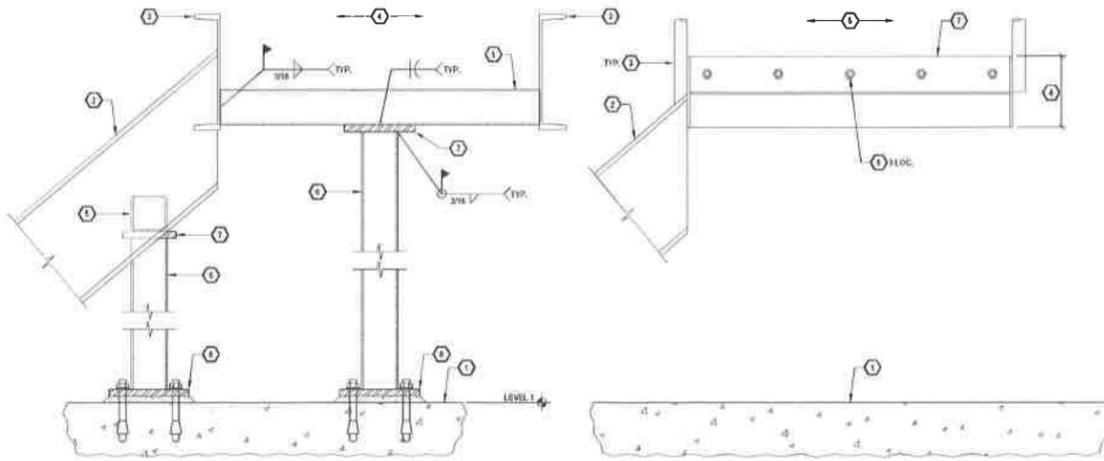
13
3.02
STRINGER HANGER ASSEMBLY REPAIR
DETAIL
NO SCALE

PAINT ALL NEW MISCELLANEOUS METALS AND ASSOCIATED AREAS DAMAGED BY INSTALLATION WORK. REFER TO SPECIFICATION SECTION 08 01 00.



- 1 EXISTING BRICK TO REMAIN.
- 2 EXISTING SOUND MORTAR TO REMAIN.
- 3 SAW-CUT EXISTING MORTAR UNTIL SOUND MORTAR IS ENCOUNTERED, MINIMUM DEPTH OF 1". DO NOT DAMAGE BRICKS OR JOINTS.
- 4 CLEAN AND WET AREAS OF BRICK TO RECEIVE NEW MORTAR.
- 5 PROVIDE NEW MORTAR IN MAXIMUM LIFTS OF 3/4" DEEP. REFER TO SPECIFICATION SECTION 04 01 00.

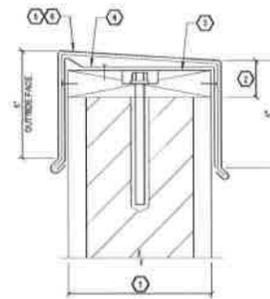
10
3.02
REPOINTING REPAIR
DETAIL
NO SCALE
LUMP SUM WINDOWS AND DETAILS 12 AND 16
PAY UNIT PER LINEAR FOOT ELSEWHERE



- 1 EXISTING LEVEL 1 SLAB-ON-GRADE.
- 2 EXISTING CHANNEL STRINGER BEYOND BETWEEN LEVEL 1 AND INTERMEDIATE LANDING.
- 3 EXISTING CHANNEL STRINGERS BETWEEN LEVEL 1 AND INTERMEDIATE LANDING.
- 4 EXISTING INTERMEDIATE LANDING BEYOND, NOT SHOWN.
- 5 HSSM4x1/8 BEAM WELDED BETWEEN STRINGERS. REFER TO SPECIFICATION SECTION 05 50 00.
- 6 HSSM4x1/8 POST. REFER TO SPECIFICATION SECTION 05 50 00.
- 7 3/4" x 6" x 6" CAP PLATE. REFER TO SPECIFICATION SECTION 05 03 00.
- 8 3/4" x 12" x 1/2" BASE PLATE WITH (4) 5/8" DIA. H8.11 KWK BOLT T2 ANCHORS WITH 4" EMBEDMENT. REFER TO SPECIFICATION SECTION 05 50 00.
- 9 L4x4x1/4 ANGLE WELDED TO POST AND ANCHORED TO EXISTING SLOPED CONCRETE STAR STRINGERS. INSTALL TO UNDERSIDE OF STRINGER WITH (2) 5/8" DIA. H8.11 KWK BOLT T2 ANCHORS WITH 4" EMBEDMENT. SPACE ANCHORS AT 6" O.C. REFER TO SPECIFICATION SECTION 05 50 00.

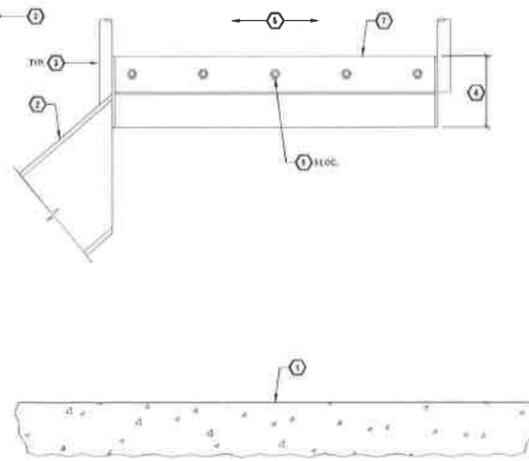
14
3.02
INTERMEDIATE LANDING POST SET NO. 1
DETAIL
NO SCALE

PAINT ALL NEW MISCELLANEOUS METALS AND ASSOCIATED AREAS DAMAGED BY INSTALLATION WORK. REFER TO SPECIFICATION SECTION 08 01 00.



- 1 EXISTING MASONRY WALL CLAD WITH EIFS SYSTEM.
- 2 CUT OFF TOP OF EIFS SYSTEM ON PARAPET WALL TO EXPOSE MASONRY WALL.
- 3 ANCHOR OR TREATED WOOD BLOCKING TO WALL SHALL MEET 1/2" BLOCKING TO BE ATTACHED WITH 3/4" STAINLESS STEEL DOWELS EPOXYED INTO WALL 1/2". RECESS ANCHOR HEAD IN WOOD BLOCKING. SPACE ANCHORS AT 4" MAXIMUM O.C. AND 1-2" FROM EACH END OF BLOCKING MEMBER.
- 4 PROVIDE 1/2" WIDE ANCHOR CLIP AT 4" MAXIMUM SPACING TO MATCH PROFILE OF EXISTING PARAPET WALL. ANCHOR CLIP TO BE 24 GAUGE PREPARED ALUMINUM. ANCHOR TO WOOD BLOCKING WITH (4) 1/4" NAILS.
- 5 PROVIDE 24 GAUGE PREPARED ALUMINUM COPING COVERS AT 18" MINIMUM LENGTH WITH HEADED DRIP EDGES ON BOTH SIDES TO MATCH PROFILE OF EXISTING PARAPET WALL.
- 6 INSTALL 1" SPLICE PLATE OVER EACH JOINT SET IN FULL BED OF SILICONE SEALANT. SPLICE PLATE TO BE 24 GAUGE PREPARED ALUMINUM WITH HEADED DRIP EDGES ON BOTH SIDES. AT BOTH CORNERS OF PARAPET, FABRICATE CORNER SPLICE PLATE.

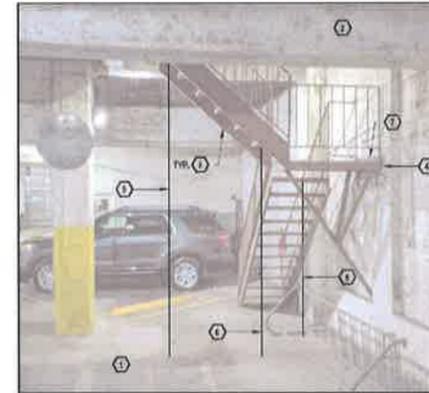
11
3.02
PARAPET METAL COPING REPAIR
DETAIL
NO SCALE



- 1 EXISTING LEVEL 1 SLAB-ON-GRADE.
- 2 EXISTING CHANNEL STRINGER BETWEEN LEVEL 1 AND INTERMEDIATE LANDING.
- 3 EXISTING STAR RAIL.
- 4 EXISTING INTERMEDIATE LANDING PLATE AND ANGLE SUPPORTS.
- 5 EXISTING MASONRY WALL BEYOND.
- 6 DRILL STEEL PLATE AND INSTALL (5) 5/8" DIA. A193 THREADED RODS INTO MASONRY WALL. EPOXY EMBED RODS 6" INTO WALL. REFER TO SPECIFICATION SECTION 05 50 00.
- 7 PACK VOID BETWEEN LANDING PLATE AND MASONRY WALL WITH CEMENTIOUS GROUT. REFER TO SPECIFICATION SECTION 05 01 00.

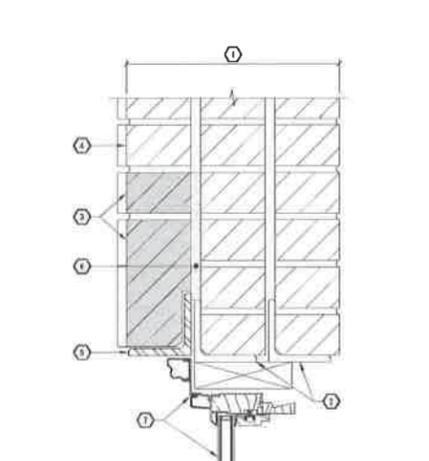
15
3.02
INTERMEDIATE LANDING POST SET NO. 2
DETAIL
NO SCALE

PAINT ALL NEW MISCELLANEOUS METALS AND ASSOCIATED AREAS DAMAGED BY INSTALLATION WORK. REFER TO SPECIFICATION SECTION 08 01 00.



- 1 LEVEL 1 SLAB-ON-GRADE CONCRETE.
- 2 LEVEL 2 STRUCTURED SLAB CONCRETE.
- 3 EXISTING STEEL STRINGER WITH CHECKERED TREADRISER PLATE.
- 4 EXISTING INTERMEDIATE LANDING BETWEEN LEVEL 1 AND LEVEL 2.
- 5 INSTALL SUPPLEMENTAL STEEL HSS POST. REFER TO DETAIL 13 ON DRAWING 3.02.
- 6 INSTALL SUPPLEMENTAL STEEL HSS POSTS TO SUPPORT INTERMEDIATE LANDING AND STRINGER. REFER TO DETAIL 14 ON DRAWING 3.02.
- 7 ANCHOR INTERMEDIATE LANDING TO MASONRY WALL. REFER TO DETAIL 15 ON DRAWING 3.02.

12
3.02
EAST ELEVATION STAIR REPAIR - LEVEL 1 TO LEVEL 2
PHOTO DETAIL
NO SCALE



- 1 EXISTING MULTILAYER BRICK WALL.
- 2 EXISTING STEEL LINTELS. PREPARE EXPOSED FACES TO SPEC-053 CONDITION AND SPECIFY REPAIRS AS NEEDED. REFER TO SPECIFICATION SECTION 04 01 00.
- 3 TEMPORARILY REMOVE AND SALVAGE BRICK FOR REINSTALLATION OF NEW LINTEL. REFER TO SPECIFICATION SECTION 04 01 00.
- 4 TEMPORARY SUPPORT BRICK DURING LINTEL REPLACEMENT.
- 5 NEW L3 SOLS SOLUS GALVANIZED LINTEL. PROVIDE 6" MINIMUM BEARING EACH SIDE. REFER TO SPECIFICATION SECTION 05 50 00.
- 6 FULLY GROUT CAVITY BEHIND ANGLE AS PART OF SALVAGED BRICK REINSTALLATION.
- 7 NEW WINDOW SYSTEM. REFER TO DETAILS ON DRAWING 2.01.

16
3.02
BRICK LINTEL REPAIR
DETAIL
NO SCALE

PAINT ALL NEW MISCELLANEOUS METALS AND ASSOCIATED AREAS DAMAGED BY INSTALLATION WORK. REFER TO SPECIFICATION SECTION 08 01 00.



THP
THP Limited, Inc.
Cincinnati • Cleveland
100 East Eighth Street
Cincinnati, Ohio 45202
Phone: 513.241.3222
www.thpltd.com

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**Lexington-Fayette Urban
County Government**
200 East Main Street
Lexington, Kentucky 40504

DATE PREPARED	12/15/2021
DATE CHECKED	12/15/2021
DATE REVISION	12/15/2021
DATE APPROVED	12/15/2021

DESIGNED BY: **G.O. Donahue**
PROJECT MANAGER: **Z.S. Wolcott**
PROJECT: **A.M. Mette**
CHECKED BY: **A.M. Mette**

**Government
Center
Garage**
**2022
Repairs
Bid No. 27-2022**

REPAIR DETAILS

THP-21606.00 02.08.2022

3.02



**CONTRACT DOCUMENTS
AND
SPECIFICATIONS**

DEPARTMENT OF GENERAL SERVICES

FOR

**Government Center Garage
Improvements**

Bid No. 27-2022

Prepared By: THP Limited

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PART 1

ADVERTISEMENT FOR BIDS

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PART 1

ADVERTISEMENT FOR BIDS

1. INVITATION

Sealed proposals for the Government Center Garage Improvements will be received by the Lexington-Fayette Urban County Government (LFUCG) via Ion Wave until 2:00 p.m., local time, March 29, 2022, for furnishing all labor and/or materials and performing all work as set forth by this advertisement, Ion Wave Q&A, conditions (general and special), specifications, and/or the drawings prepared by THP Limited for Lexington-Fayette Urban County Government. Immediately following the scheduled closing time for reception of bids, all proposals which have been submitted in accordance with the above will be opened electronically and a bid tab sheet will be posted via Ion Wave.

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

2. DESCRIPTION OF WORK

Consisting of the construction and/or furnishing of items as listed in the Bid Schedule beginning on page P-6, Part III, Form of Proposal, of this document, for the Government Center Garage Improvements, Lexington-Fayette County, Kentucky.

Specs and drawings are available on Ion Wave only.

3. OBTAINING PLANS, SPECIFICATIONS, AND BID DOCUMENTS

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

4. METHOD OF RECEIVING BIDS

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

Bids/proposals should be submitted online via Ion Wave.

5. METHOD OF AWARD

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

6. BID WITHDRAWAL

No bidder may withdraw his bid for a period of one hundred twenty (120) calendar days after the closing date for receipt of bids. Errors and omissions will not be cause for withdrawal of bid without forfeit of bid bond.

7. BID SECURITY

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

8. SUBMISSION OF BIDS

CONTRACTORS shall submit their bids via Ion Wave not later than 2:00 p.m. local time, **March 29, 2022**. Bids will remain sealed until **March 29, 2022**, 2:00 pm, the official Bid closure time. Bids received after the scheduled closing time for receipt of bids will not be

accepted. Bid submittals and bid tab sheet will be immediately available after bid opening, under the Documents link on Ion Wave.

9. RIGHT TO REJECT

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

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

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

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

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

11. NOTICE CONCERNING MWDBE and Veteran 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

12. AMERICAN RESCUE PLAN ACT

CERTIFICATION OF COMPLIANCE FOR AMERICAN RESCUE PLAN ACT EXPENDITURES

The Lexington-Fayette Urban County Government (“LFUCG”) may classify the subject matter of this bid as an expenditure under the American Rescue Plan Act of 2021. Expenditures under the American Rescue Plan Act of 2021 require evidence of the contractor’s compliance with Federal law. Therefore, by the signature below of an authorized company representative, you certify that the information below is understood, agreed, and correct. 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.

The bidder agrees and understands that in addition to all conditions stated within the attached bid documents, the following conditions will also apply to any Agreement entered between bidder and LFUCG, if LFUCG classifies the subject matter of this bid as an expenditure under the American Rescue Plan Act. The bidder further certifies that it can and will comply with these conditions, if this bid is accepted and an Agreement is executed:

1. Any Agreement executed as a result of acceptance of this bid may be governed in accordance with 2 CFR Part 200 and all other applicable Federal law and regulations and guidance issued by the U.S. Department of the Treasury.
2. Pursuant to 24 CFR 85.43, any Agreement executed as a result of acceptance of this bid can be terminated if the contractor fails to comply with any term of the award. This Agreement may be terminated for convenience in accordance with 24 CFR 85.44 upon written notice by LFUCG. Either party may terminate this Agreement with thirty (30) days written notice to the other party, in which case the Agreement shall terminate on the thirtieth day. In the event of termination, the contractor shall be entitled to that portion of total compensation due under this Agreement as the services rendered bears to the services required. Either party may terminate this Agreement for good cause shown with forty-five (45) days written notice, which shall explain the party’s cause for the termination. If the parties do not reach a settlement before the end of the 45 days, then the Agreement shall terminate on the forty-fifth day.
3. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will

take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

- (1) Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part, and the contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order

unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

Provided, however, that in the event a contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

4. If fulfillment of the contract requires the contractor to employ mechanic's or laborers, the contractor further agrees that it can and will comply with the following:

- (1) *Overtime requirements: No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such a workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such a workweek.*
- (2) *Violation: liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.*
- (3) *Withholding for unpaid wages and liquidated damages. LFUCG shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.*
- (4) *Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.*

5. *The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.*

6. *The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.*

7. *The contractor shall include these requirements in numerical paragraphs 5 and 6 in each subcontract exceeding \$100,000 financed in whole or in part with American Rescue Plan Act funding.*

8. *The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.*

9. *The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.*

10. *The contractor shall include these requirements in numerical paragraphs 8 and 9 in each subcontract exceeding \$100,000 financed in whole or in part with American Rescue Plan Act funds.*

11. *The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.*

12. *The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency regional office.*

13. The contractor shall include these requirements in numerical paragraphs 11 and 12 in each subcontract exceeding \$100,000 financed in whole or in part with American Rescue Plan Act funds.

14. The contractor shall include this language in any subcontract it executes to fulfill the terms of this bid: “the sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury’s Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with ‘Limited English Proficiency’ in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury’s Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.”

15. Contractors who apply or bid for an award of \$100,000 or more shall file the required certification that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier, up to the recipient. The required certification is included here:

- a. The undersigned certifies, to the best of his or her knowledge and belief, that:
 - (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
 - (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and

contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

Signature

Date

13. PRE-BID CONFERENCE

A pre-bid conference is scheduled for March 15, 10:00 am, at 200 E Main St, Lexington, KY.

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 Ion Wave, at the time and in the manner set forth in the Advertisement for Bids, and the Bids. The OWNER may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all bids. Any bid may be withdrawn prior to the scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within 120 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 with the entire proposal and include all pages. All blank spaces for the bid prices must be filled in, either in ink or typewritten, for both unit prices and extensions. Totals for each bid item must be added to show the total amount of the bid.

3. SUBCONTRACTS

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

4. QUALIFICATION OF BIDDER

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

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

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

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

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

5. BID SECURITY

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

6. LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO CONTRACT

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

7. TIME OF COMPLETION AND LIQUIDATED DAMAGES

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

Given the uncertainty caused by the Covid-19 pandemic, following contract award, a Notice to Proceed will be issued on a date mutually agreed upon by both parties within 90 days of contract award. Contractors will be required to follow any state or local Healthy At Work guidelines.

8. EXAMINATION OF CONTRACT DOCUMENTS AND SITE

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

- B. Bidders should examine the requirements of Section 4 of the General Conditions for information pertaining to subsurface conditions, underground structures, underground facilities, and availability of lands, easements, and rights-of-way. The completeness of data, presented in the Contract Documents, pertaining to subsurface conditions, underground structures, and underground facilities for the purposes of bidding or construction is not assured. The Bidder will, at Bidder's own expense, make or obtain any additional examinations, investigations, explorations, tests and studies and obtain any additional information and data which pertain to the physical conditions (surface and subsurface) which may affect cost, progress, performance or furnishing of the Work and which Bidder deems necessary to determine its Bid for performing and furnishing the Work in accordance with the time, price, and other terms and conditions of the Contract Documents. On request in advance, OWNER will provide access to the site to conduct such explorations and tests as each Bidder deems necessary for submission of a bid. Bidder shall fill all holes, clean up and restore the site to its former condition upon completion of such explorations.
- C. The submission of a Bid will constitute an incontrovertible representation by the Bidder that Bidder has complied with every requirement of this paragraph; that without exception the Bid is premised upon furnishing and performing the Work required by the Contract Documents and such means, methods, techniques, sequences or procedures of construction as may be indicated in or required by the Contract Documents; and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

9. ADDENDA AND INTERPRETATIONS

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

10. SECURITY FOR FAITHFUL PERFORMANCE

- A. Simultaneously with his delivery of the executed Contracts, the CONTRACTOR shall furnish a surety bond or bonds as security for the faithful performance of

this Contract and for payment of all persons performing labor on the Project under this Contract and furnishing materials in connection with this Contract, as specified in the General Conditions. The surety on such bond or bonds shall be a duly authorized surety company satisfactory to the OWNER and authorized to do business in the Commonwealth of Kentucky.

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

11. POWER OF ATTORNEY

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

12. TAXES AND WORKMEN'S COMPENSATION

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

13. LAWS AND REGULATIONS

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

14. EROSION AND SEDIMENT CONTROL AND PERMITS

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

15. PREVAILING WAGE LAW AND MINIMUM HOURLY RATES

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

16. AFFIRMATIVE ACTION PLAN

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

1. Certification of Bid Proposal/DBE – see Part III
2. KYTC DBE Provisions – see Part III
3. DBE Subcontractor Bidders List – see Part III

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

17. CONTRACT TIME

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

18. SUBSTITUTE OR "APPROVED EQUAL" ITEMS

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

19. ALTERNATE BIDS

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

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

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

20. SIGNING OF AGREEMENT

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

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

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

The Lexington-Fayette Urban County Government (LFUCG) maintains a database of MWDDBE 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 MWDDBE 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.

END OF SECTION

PART III

FORM OF PROPOSAL

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PART III

Invitation to Bid No. 27-2022

Government Center Garage Improvements

1. FORM OF PROPOSAL

Place: Lexington, Kentucky

Date: _____

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

This Proposal Submitted by _____

(Name and Address of Bidding Contractor)

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

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

Gentlemen:

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

The Bidder hereby acknowledges receipt of the following addenda:

Addendum No. _____ Date _____

Addendum No. _____ Date _____

Addendum No. _____ Date _____

Addendum No. _____ Date _____

Addendum No. _____ Date _____

Addendum No. _____ Date _____

Addendum No. _____ Date _____

Addendum No. _____ Date _____

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

2. **LEGAL STATUS OF BIDDER**

Bidder _____

Date _____

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

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

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

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

3.

BIDDERS AFFIDAVIT

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

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

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

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

4. Bidder has authorized the Division of 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 Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as the "Ethics Act."

6. 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.

Signature

Printed Name

Title

Date

Company Name _____

Address _____

Subscribed and sworn to before me by _____
(Affiant)

(Title)

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

Notary Public
[seal of notary] My commission expires: _____

4. BID SCHEDULE – SCHEDULE OF VALUES

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

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

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

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

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

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

Enter pricing in Line Items tab in IonWave.

Item No.	Description	Unit	Quantity
1.	Government Center Garage Improvement as per specs	LS	1
2.	Deductive Alternate 1. Removal of project milestone requirements as per Summary of Work Specification 012300.	LS	1

LIST OF UNIT PRICES

The following List of Unit Prices is required by the Owner to be completely executed and submitted with each Bidder's Proposal. Each unit price shall include the furnishing of all labor, materials, supplies and services, and shall include all items of cost, overhead and profit for the Contractor and any Sub-Contractors involved, and shall be used uniformly, without modification, for either additions or deductions from the Bid. These unit prices as established shall also be used to determine the equitable adjustment of the Contract Price in connection with changes, or extra work performed under the Contract. The "Rules of Measurement" set forth in the Special Conditions shall govern where volume units are concerned.

DESCRIPTION OF WORK	UNIT PRICE
1. Bonded Topping Slab Concrete Repair	\$ _____ sf
2. Vertical Surface Concrete Repair	\$ _____ sf
3. Joist Concrete Repair	\$ _____ lf
4. Joist Bearing Concrete Repair	\$ _____ location
5. Overhead Concrete Repair	\$ _____ sf
6. Girder Concrete Repair	\$ _____ sf
7. WF Beam Fireproofing Repair	\$ _____ lf
8. WF Girder Fireproofing Repair	\$ _____ lf
9. Brick Area Repair	\$ _____ sf
10. Reporting Repair	\$ _____ lf
11. Garage Soffit Netting Installation	\$ _____ sf

Submitted by:

Firm

Address

City, State & Zip

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

Signature of Authorized Company Representative – Title

Representative/s Name (Typed or Printed)

Area Code – Phone – Fax #

E-Mail Address

OFFICIAL ADDRESS:

_____ (Seal if Bid is by Corporation)

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

5. STATEMENT OF BIDDER'S QUALIFICATIONS

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

1. Name of Bidder: _____

2. Permanent Place of Business: _____

3. When Organized: _____

4. Where Incorporated: _____

5. Construction Plant and Equipment Available for this Project:

(Attach Separate Sheet If Necessary)

6. Financial Condition:

If specifically requested by the OWNER, the apparent low Bidder is required to submit its latest three (3) years audited financial statements to the OWNER'S Division of 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:

_____ (Surety)

Signed: _____ (Representative of Surety)

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

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

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

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

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

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

11. DBE Participation on current bonded projects under contract:

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

(USE ADDITIONAL SHEETS IF NECESSARY)

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

Respectfully submitted:

(Name of Contracting Firm)

BY: _____

TITLE: _____

DATE _____

6. LIST OF PROPOSED SUBCONTRACTORS

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

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

LIST OF MATERIALS/ SUPPLIERS

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

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

Item	Brand Name, Manufacturer and/or Supplier

**7. Lexington-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.



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 define by 49 CFR subpart 26.

Certified Minority Business Enterprise (MBE) – a business in which at least fifty-one percent (51%) is owned, managed and controlled by an ethnic minority (i.e. 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 Byne	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@orvwbc.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	lavozdeky@yahoo.com	859-621-2106
The Key News Journal	Patrice Muhammad	production@keynewsjournal.com	859-685-8488



Bid/RFP/Quote Reference # _____

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

Company

Company Representative

Date

Title



Bid/RFP/Quote Reference # _____

The substituted MWDBE and/or veteran subcontractors listed below have agreed to participate on this Bid/RFP/Quote. These substitutions were made prior to or after the job was in progress. These substitutions were made for reasons stated below and are now being submitted to 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.					
2.					
3.					
4.					

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

Company

Company Representative

Date

Title



Bid/RFP/Quote Reference # _____

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

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

(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.

Company

Company Representative

Date

Title



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 MWDDBE 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 # _____

Total Contract Amount Awarded to Prime Contractor for this Project _____

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

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

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

Company

Company Representative

Date

Title

LFUCG STATEMENT OF GOOD FAITH EFFORTS

Bid/RFP/Quote # _____

By the signature below of an authorized company representative, we certify that we have utilized the following Good Faith Efforts to obtain the maximum participation by MWDBE 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 MWBDE 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 MWBDE 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.

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

Company

Company Representative

Date

Title

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

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

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

9. STATEMENT OF EXPERIENCE

NAME OF INDIVIDUAL: _____

POSITION/TITLE: _____

STATEMENT OF EXPERIENCE: _____

NAME OF INDIVIDUAL: _____

POSITION/TITLE: _____

STATEMENT OF EXPERIENCE: _____

NAME OF INDIVIDUAL: _____

POSITION/TITLE: _____

STATEMENT OF EXPERIENCE: _____

NAME OF INDIVIDUAL: _____

POSITION/TITLE: _____

STATEMENT OF EXPERIENCE: _____

NAME OF INDIVIDUAL: _____

POSITION/TITLE: _____

STATEMENT OF EXPERIENCE: _____

NAME OF INDIVIDUAL: _____

POSITION/TITLE: _____

STATEMENT OF EXPERIENCE: _____

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

10. EQUAL OPPORTUNITY AGREEMENT

Standard Title VI Assurance

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

The Law

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

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

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

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

Bidders

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

Signature

Name of Business

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

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

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

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

labor union or workers' representative of the contractor's commitments under the nondiscrimination clauses.

The Act further provides:

KRS 45.610. Hiring minorities – Information required

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

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

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

KRS 45.630 Termination of existing employee not required, when

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

KRS 45.640 Minimum skills

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

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

11. EQUAL EMPLOYMENT OPPORTUNITY AFFIRMATIVE ACTION POLICY

It is the policy of _____

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

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

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

12. WORKFORCE ANALYSIS FORM

Name of Organization: _____

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

Prepared by: _____
(Name and Title)

Date: ____/____/____
Revised 2015-Dec-15

13. EVIDENCE OF INSURABILITY

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

Names Insured: _____

Employee ID: _____

Address: _____

Phone: _____

Project to be insured: _____

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

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

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

Agency or Brokerage

Name of Authorized Representative

Street Address

Title

City State Zip

Authorized Signature

Telephone Number

Date

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

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

14. DEBARRED FIRMS

PROJECT NAME: _____

BID NUMBER: _____

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

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

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

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

Name of Firm Submitting Bid

Signature of Authorized Official

Title

Date

15. DEBARMENT CERTIFICATION

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

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

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

Firm Name: _____

Project: _____

Printed Name and Title of Authorized Representative: _____

Signature: _____

Date: _____

END OF SECTION

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GENERAL CONDITIONS
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- 6. Other Work
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- 9. Changes in the Work
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- 10. Change of Contract Price
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- 12. Warranty and Guarantee; Tests and Inspections;
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 - 12.1 Warranty and Guarantee
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- 13. Payments to CONTRACTOR and Completion
 - 13.1 Schedule of Values
 - 13.2 Application for Progress Payments
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 - 13.9 CONTRACTOR'S Continuing Obligation
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- 14.1 OWNER May Suspend Work
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- 15.1 Claims for Injury or Damage
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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 CONSULTANT'S authority to act under this Article 8 or elsewhere in the Contract Documents nor any decision made by CONSULTANT in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of CONSULTANT to CONTRACTOR, any Subcontractor, any Supplier, or any other person or organization performing any of the Work, or to any surety for any of them.

8.12.2 To Evaluate the Work

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

8.12.3 CONTRACTOR'S Means, Methods, Etc.

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

8.12.4 Acts of Omissions of CONTRACTOR

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

9. CHANGES IN THE WORK

9.1 OWNER May Order Change

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

9.2 Claims

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

9.3 Work Not in Contract Documents

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

9.4 Change Orders

OWNER and CONTRACTOR shall execute appropriate Change Orders covering:

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

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

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

9.5 Notice of Change

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

10. CHANGE OF CONTRACT PRICE

10.1 Total Compensation

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

10.2 Claim for Increase or Decrease in Price

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

10.3 Value of Work

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

10.3.1 Unit Prices

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

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

10.3.2 Lump Sum

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

10.3.3 Cost Plus Fee

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

10.4 Cost of the Work

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

10.4.1 Payroll Costs

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

10.4.2 Materials and Equipment Costs

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

10.4.3 Subcontractor Costs

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

10.4.4 Special Consultant Costs

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

10.4.5 Supplemental Costs

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

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

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

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

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

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

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

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

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

10.5 Not to Be Included in Cost of the Work

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

10.5.1 Costs of Officers and Executives

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

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

10.5.2 Principal Office

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

10.5.3 Capital Expense

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

10.5.4 Bonds and Insurance

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

10.5.5 Costs Due to Negligence

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

10.5.6 Other Costs

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

10.6 Contractor's Fee

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

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

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

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

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

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

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

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

10.7 Itemized Cost Breakdown

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

10.8 Cash Allowances

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

10.8.1 Materials and Equipment

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

10.8.2 Other Costs

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

10.8.3 Change Order

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

10.9 Unit Price Work

10.9.1 General

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

10.9.2 Overhead and Profit

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

10.9.3 Claim for Increase in Unit Price

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

11. CHANGE OF CONTRACT TIME

11.1 Change Order

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

11.2 Justification for Time Extensions

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

11.3 Time Limits

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

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

12.1 Warranty and Guarantee

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

12.2 Access to Work

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

12.3 Tests and Inspections

12.3.1 Timely Notice

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

12.3.2 Requirements and Responsibilities

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

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

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

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

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

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

12.3.3 On-Site Construction Test and Other Testing

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

12.3.4 Covered Work

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

12.3.5 CONTRACTOR'S Obligation

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

12.4 OWNER May Stop the Work

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

12.5 Correction or Removal of Defective Work

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

12.6 One Year Correction Period

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

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

12.7 Acceptance of Defective Work

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

12.8 OWNER May Correct Defective Work

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

13. PAYMENTS TO CONTRACTOR AND COMPLETION

13.1 Schedule of Values

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

13.2 Application for Progress Payment

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

13.2.1 Waivers of Mechanic's Lien

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

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

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

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

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

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

13.3 CONTRACTOR'S Warranty of Title

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

13.4 Review of Applications for Progress Payment

13.4.1 Submission of Application for Payment

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

13.4.2 CONSULTANT'S Recommendation

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

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

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

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

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

13.5 Partial Utilization

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

13.6 Final Inspection

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

13.7 Final Application for Payment

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

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

13.8 Final Payment and Acceptance

13.8.1 CONSULTANT'S Approval

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

13.8.2 Delay in Completion of Work

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

13.8.3 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

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

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

15.6 General

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

15.7 Debris Disposal

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

END OF SECTION

PART V
SPECIAL CONDITIONS
INDEX

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

1. BLASTING – not applicable.

2. RISK MANAGEMENT PROVISIONS
INSURANCE AND INDEMNIFICATION

INDEMNIFICATION AND HOLD HARMLESS PROVISION

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

FINANCIAL RESPONSIBILITY

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

INSURANCE REQUIREMENTS

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

Required Insurance Coverage

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

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

The policies above shall contain the following conditions:

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

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

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

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

Renewals

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

Deductibles and Self-Insured Programs

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

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

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

Safety and Loss Control

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

Verification of Coverage

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

Right to Review, Audit and Inspect

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

DEFAULT

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

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3. WAGE SCALES – NOT APPLICABLE.

4. WEATHER RELATED DELAYS

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

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

END OF SECTION

PART VI

CONTRACT AGREEMENT

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

PART VI

CONTRACT AGREEMENT

THIS AGREEMENT, made on the _____ 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 THP Limited for the Government Center Garage Improvements project.

2. TIME OF COMPLETION

The time period estimated and authorized by the OWNER for the proper execution of the Work by the Contract, in full, is hereby fixed as two hundred (200) days to substantial completion and an additional fourteen (14) days to final completion. The time shall begin in accordance with the Notice to Proceed provided by OWNER.

3. ISSUANCE OF WORK ORDERS

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

4. THE CONTRACT SUM

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

5. PROGRESS PAYMENTS

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

6. ACCEPTANCE AND FINAL PAYMENT

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

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

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

7. THE CONTRACT DOCUMENTS

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

8. EXTRA WORK

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

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

SPECIFICATIONS

SECTION NO.	TITLE	PAGES
I	Advertisement for Bids	AB 1 thru 5
II	Information for Bidders	IB 1 thru 10
III	Form of Proposal	P 1 thru 38
IV	General Conditions	GC 1 thru 52
V	Special Conditions	SC 1 thru 8
VI	Contract Agreement	CA 1 thru 5
VII	Performance and Payment Bonds	PB 1 thru 7
VIII	Addenda	AD 1 thru 1
IX	Technical Specifications and Drawings	

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

(Seal)

Lexington-Fayette Urban County Government.
Lexington, Kentucky

(Owner)

ATTEST:

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

(SEAL)

(Witness to Principal)

(Address)

ATTEST:

(Surety) Secretary

(SEAL)

Witness as to Surety

(Address)

(Principal)

BY: _____(s)

(Address)

(Surety)

BY: _____
(Attorney-in-Fact)

(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

Lexington & Fayette Urban County Government
Government Center Garage Improvements
February 8, 2022
Part IX Technical Specifications
Bid No. 27-2022
THP# 21506.00

PART IX

TECHNICAL SPECIFICATIONS AND PLANS INDEX

DIVISION 01 - GENERAL REQUIREMENTS

011000 Summary of Work
012100 Allowances
012200 Unit Prices
012300 Alternates
012600 Contract Modification Procedures
012900 Payment Procedures
013300 Submittals Procedures
014000 Quality Requirements
014216 Definitions and Standards
015000 Temporary Facilities and Controls
015600 Barriers
017700 Closeout Procedures

DIVISION 02 - EXISTING CONDITIONS

024119 Selective Structure Demolition

DIVISION 03 - CONCRETE

030100 Concrete Repairs
036423 Epoxy Injection Repairs

DIVISION 04 - MASONRY

040100 Masonry Repairs

DIVISION 05 - METALS

055000 Miscellaneous Metals

DIVISIONS 06 – WOOD, PLASTICS, AND COMPOSITES

061053 Miscellaneous Rough Carpentry

DIVISIONS 07 - THERMAL AND MOISTURE PROTECTION

079200 Sealants

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DIVISION 08 - OPENINGS

085200 Wood Windows

DIVISION 09 - FINISHES

092116 Gypsum Board Assemblies
099100 High Performance Coatings

DIVISION 32 - SITE WORK

321723 Pavement Markings

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DRAWING INDEX

Drawing Number	Drawing Name
0.01	Title, Vicinity Map, and Drawing Index
0.02	General Notes
1.01	Level 1 Floor Plan Repairs
1.02	Level 2 Floor Plan Repairs
1.03	Level 3 Floor Plan Repairs
2.01	Window Schedule
2.02	Window Details
3.01	Repair Details
3.02	Repair Details
3.03	Repair Details

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DIVISION 01 - GENERAL REQUIREMENTS

SECTION 011000

SUMMARY OF WORK

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes

1. Concrete Topping Slab Repairs.
2. Concrete Joist Repairs.
3. Concrete Girder Repairs.
4. Concrete Overhead Repairs.
5. Brick Masonry Repairs.
6. Supplemental Steel Reinforcing Installation.
7. Installation of Fireproofing.
8. Window Replacements and Finishes.
9. Pavement Markings.
10. Barriers.

1.2 CONTRACTS

- A. A complete Bid including all Base and Alternate Bid Scope Work Items must be received from the Contractor.

1.3 CONTRACTOR'S DUTIES

- A. Assume all Contractor responsibilities and provide for the Work required by the Contract Documents.
- B. Give required notices where and when requested.
- C. Comply with codes, ordinances, rules, regulations, orders, and other legal requirements of public authorities which bear on the performance of the Work.
- D. Pay all legally required taxes. Refer to Bidding Requirements, General Conditions for information relative to sales tax for which the Owner is exempt.
- E. Apply, secure, and pay for all required local permits, fees, licenses, and approvals per the General Conditions of the Contract.

1.4 NOTES TO CONTRACTOR

- A. The division of the body of the Specifications into various Parts has been arranged for clarity in the delineation of the various parts of the whole Work. It is not the intent of

such division to develop any secondary responsibilities for the satisfactory completion of the Work and all of its parts as required of the Contractor by the Contract Documents, nor is the assignment of any parts of the Work to any trade or craft to be inferred from the Contract Documents.

- B. Division 01 Specifications typically address items in a general nature and the Contractor must take notice that more specific requirements may be included in the Technical Sections.

1.5 PROJECT COORDINATION

- A. The Contractor has full responsibility and authority regarding the scheduling and coordination of the Work within the Contract time and within the requirements of Article 1.7.
- B. The Contractor also has full responsibility for the completeness and quality of the Work as outlined in the Contract Documents, and must staff the project with qualified, competent personnel to the extent required for the Work.
- C. The Contractor's Project Manager and Lead Project Superintendent are subject to the review and approval of the Owner. Upon request at any portion of the project (i.e. pre-award, post-award and prior to project start, or during the project), the Contractor shall produce a detailed resume, with references, documenting the experience of the Project Manager and Lead Project Superintendent for the Owner's review and approval.
- D. All subcontractors shall abide by the Project Schedule and coordination requests made by the Contractor.
- E. If a subcontractor is substantially responsible for specific components of the Work (i.e. concrete repairs or new concrete placements, waterproofing efforts, electrical work, painting, etc.), the Contractor must have a regular, periodic site presence during those efforts, not less than two separate days per week, nor less than 20 percent of the total work week time, to provide a level of coordination and quality control consistent with that expected of a wholly self-performing Contractor labor force.
- F. Unless otherwise directed or allowed, the Owner (or the Owner's representative) communicates directly with the Contractor. All dealings and decisions regarding execution of the Work shall be from the Owner, (or Owner's representative,) to the Contractor, and the reverse flow.
- G. The Contractor communicates directly with the subcontractors, vendors, and suppliers. At the Engineer's option, direct communications between the Engineer and subcontractor may occur, for clarification of material delivery, installation procedures, technical support, logistics and other matters. Contractor will be kept advised of any such Engineer/subcontractor communications.
- H. The subcontractor shall coordinate with the Contractor who has the overall responsibility for the Work.
- I. Where Work of any one Section of the Specifications affects the Work of other Sections, successive Work shall not be installed until conditions have been inspected by the Contractor and are satisfactory for successive Work. Installation of successive

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THP# 21506.00

Work shall serve as the Contractor's acceptance and confidence with the conditions being covered by subsequent work. The performance of successive Work shall be the responsibility of the Contractor to coordinate.

- J. Contractor is required to be on site to conduct regular, bi-weekly job progress meetings with the Owner. Contractor shall include Engineer via telephone for said progress meetings and shall distribute written meeting minutes as directed by Owner.
- K. The Owner reserves the right to hold additional job progress and coordination meetings on an as-needed basis as determined by the Owner. The Contractor shall be given 48 hours' notice (when possible) to said meeting.
- L. A preconstruction project meeting shall be held by the Owner prior to the start of work.

1.6 APPLICABLE CODES

- A. The Contractor shall comply with all Federal, State and Municipal laws, codes, ordinances and regulations applicable to the Work in this Contract and also with all requirements of the National Fire Protection Association, the National Electric Code, and the Occupational Safety and Health Administration (OSHA). If the above laws, codes, or ordinances conflict with this Specification, then the laws, codes or ordinances shall govern, except in such cases where the Specification exceeds them in quality of materials or labor, then the Specifications shall be followed.

1.7 SCHEDULING

- A. The Construction Project Schedule shall be prepared using the Critical Path Method (CPM) of network calculations. The Schedule Manager shall provide the schedule in either the Precedence Diagram Method (PDM) or the Arrow Diagram Method (ADM). A bar chart Construction Project Schedule listing all work activities and durations may be provided if approved in advance by the Owner.
- B. The Construction Project Schedule shall include a detail program for construction, purchasing of critical materials, and for submission of shop drawings and samples. All construction activities must show work phasing requirements. The schedule must be signed by an official of the firm. It must be realistic as its faithful execution will be considered a commitment, not an estimate
- C. Within 7 days after Notice of Award, submit the Construction Project Schedule within the requirement items below.
- D. Work Hours and Site Restrictions
 - 1. Refer to drawings for working hours restrictions.
 - 2. Work requested by the Contractor to be performed outside of normal working hours must be approved and coordinated through the Owner. Provide the Owner a minimum of 4 working days' notice prior to the requested time to perform work outside normal working hours. Such request shall include type of work to be performed and expected duration.
 - 3. Work performed outside of normal business/working hours shall be performed at

no additional cost to the Owner. Additional cost incurred for testing and inspection, including services of the Engineer or Owner's representative shall be solely borne in full by the Contractor.

4. Change order work that is to be performed on a time and materials basis shall be billed as if performed during normal work hours. In the event that work is required to be performed outside normal work hours due to schedule or site restrictions, the Contractor shall be compensated at their standard overtime rate.
5. Odor or fume producing work performed in the vicinity of fresh air intakes (or similar occupied building access points) must be performed at night after the shutdown of fresh air intakes. At the Contractor's option, and if approved in advance by the Owner, work may begin prior to air intake shutdown. If work is elected to begin prior to intake shutdown, the Contractor shall at their expense, employ measures to draw fresh air from areas beyond the work activities that produce odors/fumes. All methods or procedures must be approved by, and meet, the satisfaction of the Owner.
6. When work is performed which may create a hazard to persons or property above, below or in the proximity of the work, those areas shall be blocked or otherwise protected to eliminate the hazard.
7. All work at entry/exits is to be performed in such a manner to allow traffic flow in and out without significantly constricting the accessibility.
8. The Contractor is responsible for securing work area for performance of the Work.

E. Work Phasing

1. Arrange the Construction Progress Schedule to show each work area of construction for each type of work.
2. All activities shall be identified in the Construction Progress Schedule by the work area in which the activity occurs. Activities shall not be allowed to cover more than one work area.
3. No work to occur at the project from Thursday, June 30, 2022, at 5:00 PM until Wednesday July 6, 2022, at 8:00 AM.
4. The project is divided into four distinct areas or work as outlined below and noted on the Drawings:
 - a. Part 1: Garage interior repairs at Levels 1, 2, and 3.
 - b. Part 2: West elevation exterior repair near the Water Street garage door.
 - c. Part 3: North elevation repairs near the E. Main Street garage door.
 - d. Part 4: Roof level parapet metal coping installation.

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5. Refer to Milestone and Contract Completion section below and the Drawings for Work Phasing information for the project.

F. Milestones and Contract Completion

1. The time for Substantial Completion for the entire project is 200 Calendar Days from the Notice to Proceed.
2. Substantial Completion is defined as the project is sufficiently complete, in accordance with the construction contract documents, so that the owner may use or occupy the structure for its intended purpose without affecting daily operation.
3. The time for Contract Completion is 14 Calendar Days beyond Substantial Completion date.
4. The Contractor shall mobilize and begin work not later than 14 Calendar Days from receiving a formal Notice to Proceed or executed Contract.
5. The Contractor shall deliver submittals to the Engineer at least 7 Calendar Days prior to mobilizing. Submittals shall include but not limited to technical data information, shop drawings, certification letters, and the schedule of values.
6. Project specific Milestone dates are defined in calendar days from the date of mobilization. Project specific Milestones are listed below and consider a Substantial Completion. Liquidated damages are applicable to date set forth in the Contract and are required to be met by all Contractors. Time is of the essence for the completion of Milestones and for the Contract Completion date.
 - a. (Part 1) Garage interior repairs at Levels 1, 2, and 3 and (Part 2) the west elevation exterior repair near the Water Street garage door to be completed in the first 90 Calendar Days from the Notice to Proceed. Refer to the Drawings for additional requirements on phasing these repairs.
 - b. Refer to Specification Section 012300 "Alternate" for modification to the project specific Milestone dates.
7. Should the Contractor fall behind the approved or adjusted schedule in the performance of his Work and, in the judgment of the Owner, it appears that the Contractor cannot complete his Work within the time established by the Contract, then the Contractor shall work overtime, additional shifts or adopt such other procedures with the Owner's approval, as may be necessary to restore adherence to the schedule while maintaining the required level of quality control, testing and inspection. The full cost of such work or procedures shall be borne by the Contractor, including the cost of additional services of the Owner or Owner's representative.
8. Work rejected by the Owner as not meeting the intent or requirements of the

Contract Documents shall be replaced by the Contractor and shall not result in additional costs to the Owner. Rejected work will not be cause for an extension to the Contract Time.

G. Adverse Weather

1. Adverse Weather Day occurs when weather parameters (precipitation or temperature) creates conditions that inhibit the ability of the contractor to work productively on all scope items outlined in the contract documents.
2. The Contractor shall assume three (3) Adverse Weather Days per month which shall be built into the overall Construction Progress Schedule.
3. Contractor should notify Owner when Adverse Weather Days are encountered, and work cannot continue on a given day.
4. The Contractor shall provide a written weekly summary of Adverse Weather Days for review.
5. An Adverse Weather Day is defined by temperature and precipitation requirements per the technical specifications.

H. Periodic Schedule Updates

1. The project schedule shall be updated every 30 days. The update shall show recommendations for adjusting the Construction Progress Schedule to meet milestone completion and Contract completion dates. Include Adverse Weather Delays for review by the Owner for possible adjustment to the milestones and Contract completion dates. No changes to the to the milestones and Contract completion dates unless modified via a change order to the project.
2. The Contract shall provide a two-week Look Ahead Schedule for review at the Progress Meeting. The Look Ahead Schedule will be based on the most recent monthly update and will show only those activities that are scheduled to begin or are in progress during the week before and for two weeks after.

1.8 PROJECT CONDITIONS

- A. No equipment exceeding 4000 lbs. per axle, including transportation and removal equipment shall be allowed on a supported structural level.
- B. Existing emergency access routes must be maintained at all times on each level of the structure where work is being performed.

1.9 SAFETY

- A. The Contractor is responsible for all safety issues regarding performance of the Work.
- B. The Contractor must submit to the Owner a copy of the contractor's safety program prior to the start of work.

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- C. The Contractor shall have weekly Tool Box Safety Meetings which must be attended by all Contractor and subcontractor personnel on-site.
- D. Fire extinguishers shall be provided at all contractor furnished gasoline operated equipment, contractor storage area, at membrane application areas and membrane mixing areas, and at each area of other work efforts with flammable components. Extinguishers to be 10 lb. A, B, C Class.

PART 2 PRODUCTS – NOT USED.

PART 3 EXECUTIONS – NOT USED.

END OF SECTION

DIVISION 01 - GENERAL REQUIREMENTS

SECTION 012200

UNIT PRICES

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes

1. Base Bid Unit Prices Quantities to be included on the Bid Form/Bid Schedule Lump Sum.

B. Related Sections

1. Section 012900: Payment Procedures.
2. Section 030100: Concrete Repairs.
3. Section 040100: Masonry Repairs.

1.2 UNIT PRICES

A. General

1. Unit Prices include all labor, material, tools, equipment, supervision transportation, handling, storage, overhead and profit, and all other costs associated with performance of work.
2. Additions to a quantity as listed in this Section will be paid by the Owner at the unit price established in Section 012900: Payment Procedures.
3. Deletions from a quantity as listed in this Section will be credited to the Owner at the unit price established in Section 012900: Payment Procedures.

B. Base Bid Unit Price Items

1. Bonded Topping Slab Concrete Repair225 square feet
2. Vertical Surface Concrete Repair 120 square feet
3. Joist Concrete Repair250 linear feet
4. Joist Bearing Concrete Repair..... 120 location
5. Overhead Concrete Repair.....25 square feet
6. Girder Concrete Repair50 square feet
7. WF Beam Fireproofing Repair 1000 linear feet
8. WF Girder Fireproofing Repair 1000 linear feet
9. Brick Area Repair20 square feet

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- 10. Reporting Repair250 linear feet
- 11. Garage Soffit Netting Installation 0 square feet

Provide price on bid schedule for additional garage soffit netting installation that may be required beyond the current base bid areas shown the drawings for new installation. Minimum work area will be 100 square feet.

- C. The Contractor shall include the total cost for all Base Bid Unit Price items listed above in the Base Bid Lump Sum Total as reflected on the Bid Form/Bid Schedule.

PART 2 PRODUCTS - NOT USED.

PART 3 EXECUTIONS - NOT USED.

END OF SECTION

DIVISION 01 - GENERAL REQUIREMENTS

SECTION 012300

ALTERNATES

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes

1. Add Alternate Bid Summary.

B. Related Sections

1. Section 011000: Summary of Work.

1.2 ALTERNATES

A. General

1. Cost for Alternates shall be complete, including all labor materials, tools, equipment, supervision, transportation, handling storage, overhead and profit and performance and material bonds.
2. The Owner may choose any or all Alternates in any order unless otherwise indicated.
3. The Owner reserves the right to reject any or all Alternates.
4. Failure to provide a cost for each requested Alternate on the Bid Form may be cause for rejection of bid by the Owner.
5. Alternates that are submitted by the Contractor at zero cost change must be indicated on the Bid Form by writing "No change in cost".

B. Alternate No. 1 Project Deduct:

1. Remove the project Milestone requirement for completing the garage (Part 1) interior repairs at Levels 1, 2, and 3 and the (Part 2) west elevation exterior repair near the Water Street garage door to be completed in 90 Calendar Days as noted in the Summary of Work Specification 011000, Part F.
2. The garage (Part 1) interior repairs at Levels 1, 2, and 3 and the (Part 2) west elevation exterior repair near the Water Street garage door to be completed in 90 Calendar Days at any point during the 200 Calendar Day duration of the project.
3. The Contractor must provide a 21 Calendar Days' notice to the Owner of when the garage (Part 1) interior repairs at Levels 1, 2, and 3 and the (Part 2) west elevation exterior repair near the Water Street garage door will begin. This time frame is required for the Owner to plan for the shut down of the garage for the 90 Calendar

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Days duration.

4. All other phasing requirements noted for the garage interior repairs at Levels 1, 2, and 3 and the west elevation exterior repair near the Water Street garage door are unchanged.

PART 2 PRODUCTS – NOT USED.

PART 3 EXECUTIONS – NOT USED.

END OF SECTION

DIVISION 01 - GENERAL REQUIREMENTS
SECTION 012600
CONTRACT MODIFICATION PROCEDURES

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes

1. Change of Work Procedures.

1.2 CONTRACT MODIFICATIONS

A. Minor Changes in the Work

1. Interpretation of Contract Documents or minor changes in the Work not involving changes in Contract Price or Time shall be issued by the Owner in writing and shall be executed promptly by the Contractor.

B. Contract Modifications

1. Changes to the Contract that affect the cost/time shall be processed as follows:

- a. Contractor shall submit a written proposal, with a complete itemized breakdown, showing quantities and unit costs of the major items of materials, labor hours, labor costs per hour, overhead and profit, and time modifications to the Owner for review and acceptance.
- b. The Owner will review the proposal and respond with one of the following:
 - i. Reject the proposal in writing.
 - ii. Issue a Construction Change Directive.
 - iii. Issue a Change Order.

C. Change Orders

1. Cost for change orders shall be calculated as the sum of hourly wages, materials, overhead and profit.
2. The percentage to be used for General Contractor overhead and profit shall be 15 percent for self-performed labor, 10 percent for subcontractors and 10 percent for materials and equipment.
3. The percentages to be used for Sub-Contractor overhead and profit shall not exceed 10 percent for labor and 10 percent for materials and equipment.

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PART 2 PRODUCTS - NOT USED.

PART 3 EXECUTIONS - NOT USED.

END OF SECTION

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DIVISION 01 - GENERAL REQUIREMENTS

SECTION 012900

PAYMENT PROCEDURES

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes

1. Unit Prices.
2. Measurement Procedures for Unit Prices.

B. Related Sections

1. Section 012200: Unit Prices.
2. Section 030100: Concrete Repairs.
3. Section 040100: Masonry Repairs.

C. Unit Prices

1. Unit prices shall apply for both additions to and deletions from the Work.
2. Unit prices shall be complete including all labor, materials, tools, equipment, supervision, transportation, handling, storage, overhead and profit, and all other costs associated with the work.
3. No monetary variance of unit prices for additive and deductive quantities will be accepted and will be cause for rejection of Bid.
4. The Owner reserves the right to accept or reject any or all unit prices.
5. All unit price items on the Bid Form must be completed. If unit price is zero, then it must be indicated as such in the space provided.
6. Failure to provide unit prices as required on the Form of Proposal may be cause for rejection of Bid.

D. Measurement & Payment Procedures

1. Prior to the start of work in each work area or phase, the Contractor and the Owner will inspect the area and document locations and quantities of all unit price items. The Contractor shall notify the Owner at least 3 days in advance of required inspection. Refer to Section 012200.
2. Unit price items will be recorded and the date of the inspection and the persons performing the inspections will be recorded on each item sheet.
3. The Owner's representative will measure and count the unit price items. The

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Contractor will record the results.

4. At the completion of each item inspection, both the Owner and Contractor will sign the record sheets.
5. The Owner will copy the sheets and provide a copy of all sheets to the Contractor within 3 working days from the date of inspection.
6. These inspection sheets will be the only basis for determining final quantities of all unit price items.
7. Measurements will be recorded to the nearest inch.
8. For each application of payment submitted by the Contractor, a summation of all unit price items shall be sent for verification.
9. Differences in sum totals between the Owner and Contractor will be resolved by comparing quantity sheets to determine exact final quantities. Quantities NOT measured AND confirmed shall not be approved for payment.
10. The difference between an actual quantity and a specified quantity will be multiplied by the unit cost for that item to establish a dollar value. The dollar value for quantities above the unit price quantity will be added to the contract amount. The dollar value for quantities below the unit price quantity will be subtracted from the contract amount.
11. Adjustments to the contract amount will be made by approved change order.

PART 2 PRODUCTS - NOT USED.

PART 3 EXECUTIONS - NOT USED.

END OF SECTION

DIVISION 01 - GENERAL REQUIREMENTS

SECTION 013300

SUBMITTALS PROCEDURES

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes

1. Procedural requirements for non-administrative submittals, including shop drawings, product data, samples, and other miscellaneous work-related submittals. Shop drawings, product data, samples, and other work-related submittals are required to amplify, expand, and coordinate the information contained in the Contract Documents.
2. Shop drawings are technical drawings and data that have been specifically prepared for this project, including but not limited to:
 - a. Fabrication and installation drawings.
 - b. Setting diagrams.
 - c. Shop work manufacturing instructions.
 - d. Coordination drawings (for use on-site).
 - e. Schedules.
 - f. Concrete Mix Designs.
3. Standard information prepared without specific reference to a project is not considered to be shop drawings.
4. Product data includes standard printed information on manufactured products that has not been specifically prepared for this project, including but not limited to the following items:
 - a. Manufacturer's product specifications and installation instructions.
 - b. Standard color charts.
 - c. Catalog cuts.
 - d. Printed performance curves, independent technical analysis of performance, or similar.
 - e. Operational range diagrams.
 - f. Standard product operating and maintenance manuals.
 - g. Mill reports.

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- h. Safety data sheets (SDS) on all material provided or used in execution of the Work.
5. Samples are physical examples of work, including, but not limited to the following items:
- a. Partial sections of manufactured or fabricated work.
 - b. Small cuts or containers of materials.
 - c. Complete units of repetitively-used materials.
 - d. Swatches showing color, texture, and pattern.
 - e. Color range sets.
 - f. Units of work to be used for independent inspection and testing.

1.2 SUBMITTALS

A. General

1. Promptly after the Contract has been signed, the Contractor shall submit complete and detailed shop drawings to the Owner or its representative for the work of the various trades, and the Owner or its representative shall approve or reject them with reasonable promptness.
2. The Contractor prior to submitting the shop drawings shall review all shop drawings, check all conditions, check, and verify all field measurements, and mark all corrections, sign, and date each set.
3. No shop drawings will be reviewed without the signature of Contractor, which will signify that he has checked drawings.
4. No faxed copies to the Engineer for approval will be accepted.

B. Coordination of Submittal Times

1. Prepare and transmit each submittal sufficiently in advance of the scheduled performance of related work and other applicable activities.
2. Transmit different kinds of submittals for the same unit of work so that processing will not be delayed by the need to review submittals concurrently for coordination.
3. The Owner will endeavor to complete his review of submittals within 7 calendar days of receipt. Submittals shall be returned noted: "No exceptions noted", or "Exceptions noted", or "Exceptions noted: revise and resubmit". Fabrication of material before the receipt of shop drawings for that material noted "No exceptions noted" shall be at the Contractor's risk.

- C. No extension of time will be authorized because of the Contractor's failure to transmit submittals sufficiently in advance of the work.

D. Submittal Preparation

1. Mark each submittal with a permanent label for identification. Provide the following information on the label for proper processing and recording of action taken.
 - a. Project name.
 - b. Date.
 - c. Name and address of Owner.
 - d. Name and address of Contractor.
 - e. Name and address of subcontractor.
 - f. Name and address of supplier.
 - g. Name of manufacturer.
 - h. Number and title of appropriate Specification Section.
 - i. Drawing number and detail references, as appropriate.
 - j. Similar definitive information, as necessary.
2. Provide a space on the label for the Contractor's review and approval markings, and a space for the Owner's "Action" marking.

1.3 SPECIFIC SUBMITTAL REQUIREMENTS

A. General

1. Specific submittal requirements for individual units of Work are specified in the applicable Specification Section.
2. Except as otherwise indicated in the individual Specification Sections, comply with the requirements specified herein for each type of submittal.

B. Shop Drawings

1. Information required on shop drawings shall include dimensions, identification of specific products and materials which are included in the Work, information showing compliance with specified standards, and notations of coordination requirements with other work.
2. Provide special notation of dimensions that have been established by field measurement.
3. Highlight, encircle or otherwise indicate deviations from the Contract Documents on the shop drawings.
4. Coordination Drawings
 - a. Provide coordination drawings where required for the integration of the Work, including Work first shown in detail on shop drawings or product data.

- b. Show sequencing and relationship of separate units of Work which must interface in a restricted manner to fit in the space provided or function as indicated.
 - c. Coordination drawings are considered shop drawings and must be definitive in nature.
 5. Do not permit shop drawings copies without an appropriate final "Action" marking to be used in connection with the Work.
 6. Do not reproduce Contract Documents or copy standard printed information as the basis of shop drawings.
 7. Initial Submittal
 - a. Provide an electronic version of each submittal. An electronic version will be returned. The Contractor should maintain a printed copy on site during the project.
 8. Final Submittal
 - a. Provide an electronic version of each revised submittal after the Initial Submittal review. The Contractor should maintain a printed copy on site during the project.
- C. Product Data
 1. General information required specifically as product data includes manufacturer's standard printed recommendations for application and use, compliance with recognized standards of trade associations and testing agencies, and the application of their labels and seals (if any), special notation of dimensions which have been verified by way of field measurement, special coordination requirements for interfacing the material, product or system with other work, and material safety data sheets.
 2. Preparation
 - a. Collect an electronic version of the required product data.
 - b. Mark the electronic version to show which choices and options are applicable to the project.
 3. Submittals
 - a. Product data submittal is required for information and record and to determine that the products, materials, and systems comply with the provisions of the Contract Documents.
 - b. The initial submittal is also the final submittal, except where it is observed that there is non-compliance with the provisions of the Contract Documents and the

submittal promptly returned to the Contractor marked with the appropriate "Action."

4. Final Distribution
 - a. An electronic version of the submittals will be returned to the Contractor.
 - b. Furnish copies of product data to subcontractors, suppliers, fabricators, manufacturers, installers, governing authorities, and others as required for proper performance of the Work.
 - c. Show distribution on transmittal forms.
 5. Installation Copy
 - a. Do not proceed with installation of materials, products, and systems until a copy of product data applicable to the installation is in the possession of the installer.
 - b. Do not permit the use of unmarked copies of product data in connection with the performance of the Work.
- D. Samples
1. Submit a minimum of two samples for visual review of general generic kind, color, pattern, and texture, and with other related elements of the Work.
 2. Samples are also submitted for quality control comparison of these characteristics between the final sample submittal and the actual work as it is delivered and installed.
 3. Refer to individual Work Sections of these Specifications for additional sample requirements which may be intended for examination or testing of additional characteristics.
 4. Compliance with other required characteristics is the exclusive responsibility of the Contractor; such compliance is not considered in the Owner's review and "Action" indication on sample submittals.
 5. Documentation required specifically for sample submittals includes a generic description of the sample, the sample source or the product name or manufacturer, compliance with governing regulations and recognized standards. Indicate limitations in terms of availability, sizes, delivery time and similar limiting characteristics.
- E. Miscellaneous Submittals
1. Inspection and Test Reports
 - a. Classify each inspection and test report as being either "shop drawings" or "product data," depending on whether the report is specially prepared for the project or a standard publication of workmanship control testing at the point of

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production.

- b. Process inspection and tests reports accordingly.
- c. Refer to Section 014000: Quality Requirements for report distribution.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTIONS - NOT USED.

END OF SECTION

DIVISION 01 - GENERAL REQUIREMENTS

SECTION 014000

QUALITY REQUIREMENTS

PART 1 GENERAL

1.1 SUMMARY

A. SECTION INCLUDES

1. General: Required inspection and testing services are intended to assist in the determination of probable compliance of the Work with requirements specified or indicated. These required services do not relieve the Contractor of responsibility for compliance with these requirements or for compliance with requirements of the Contract Documents.
2. Definitions: Quality control services include inspections, tests, and related actions, including reports, performed by independent agencies and governing authorities, as well as directly by the Contractor. These services do not include Contract enforcement activities performed directly by the Owner.
3. Specific quality control requirements for individual units of Work are specified in the Sections of these Specifications that specify the individual element of the Work. These requirements, including inspections and tests, cover both production of standard products and fabrication of customized work. These requirements also cover quality control of the installation procedures.
4. Inspections, tests, and related actions specified in this Section and elsewhere in the Contract Documents are not intended to limit the Contractor's own quality control procedures which facilitate overall compliance with requirements of the Contract Documents.
5. Requirements for the Contractor to provide quality control services as required by the Owner, governing authorities or other authorized entities are not limited by the provisions of this Section.

1.2 RESPONSIBILITIES

- A. Contractor Responsibilities: Except where they are specifically indicated as being the Owner's responsibility, or where they are to be provided by another identified entity approved by the Owner, all inspections, tests and similar quality control services are the Contractor's responsibility - these services also include those specified to be performed by an independent agency and not directly by the Contractor. Costs for these services shall be included in the Contract Sum. The Contractor shall employ and pay an independent agency, testing laboratory or other qualified firm approved by the Owner to perform quality control services specified.

- B. **Owner Responsibilities:** The Owner will employ and pay for the services of an independent agency, testing laboratory or other qualified firm to perform services which are the Owner's responsibility. Such services shall be coordinated by the Contractor as required.
- C. **Retest Responsibility:** Where results of required inspections, tests or similar services prove unsatisfactory and do not indicate compliance of related Work with the requirements of the Contract Documents, then retests are the responsibility of the Contractor, regardless of whether the original tests were the Contractor's responsibility. Retesting of Work revised or replaced by the Contractor is the Contractor's responsibility, where required tests were performed on original Work.
- D. **Responsibility for Associated Services:** The Contractor is required to cooperate with the independent agencies performing required inspections, tests and similar services. Provide such auxiliary services as are reasonably requested. Notify the testing agency sufficiently in advance of operations to permit assignment of personnel. These auxiliary services include, but are not necessarily limited to the following:
 - 1. Providing access to the Work.
 - 2. Taking samples or assistance with taking samples.
 - 3. Delivery of samples of test laboratories.
 - 4. Security and protection of samples and test equipment at the Project site.
- E. **Limitations of Authority of Testing Service Agency:** The agency is not authorized to release, revoke, alter or enlarge the Contract Documents. The agency shall not approve or accept any portion of the Work. The agency shall not perform any duties of the Contractor.
- F. **Coordination:** The Contractor and each independent agency engaged to perform inspections, tests and similar services for the Project shall coordinate the sequence of their activities so as to accommodate required services with a minimum of delay in the progress of the Work. In addition, the Contractor and each independent testing agency shall coordinate their work so as to avoid the necessity of removing and replacing work to accommodate inspections and tests. The Contractor is responsible for scheduling times for inspections, tests, taking of samples and similar activities.
- G. If the laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any work to be inspected, tested or approved, the Contractor shall give the Owner timely notice of its readiness and of the date arranged so the Owner may observe such inspection, testing or approval.
- H. **Special Tests:** The Owner may on occasion request the Contractor to perform a special test on materials or equipment installed to verify conformance to the Specifications. The Owner will pay for all such tests if the materials or equipment meet or exceed specified

requirements. However, if the items tested fail to meet these requirements, then the Contractor shall pay all costs of such tests and shall rectify at no cost to the Owner.

1.3 SUBMITTALS

- A. General: Refer to Section 013300: Submittal Procedures, for submittal requirements.
- B. Submit a certified report of each inspection, test or similar service performed by the Testing Laboratory directly to the parties below.
 - 1. Contractor.
 - 2. Engineer.
 - 3. Owner's representative.
 - 4. Owner.
 - 5. Project governing authority when the authority so directs.
- C. Report Data: Written reports of each inspection, test or similar service shall include, but not be limited to the following:
 - 1. Name of testing agency or test laboratory.
 - 2. Dates and locations of samples and tests or inspections.
 - 3. Names of individuals making the inspection or test.
 - 4. Designation of the Work and test method.
 - 5. Complete inspection or test data.
 - 6. Test results.
 - 7. Interpretations of test results.
 - 8. Notation of significant ambient conditions at the time of sample taking and testing.
 - 9. Comments or professional opinion as to whether inspected or test work complies with requirements of the Contract Documents.
 - 10. Recommendations on retesting, if applicable.

1.4 QUALITY ASSURANCE

- A. Qualification for Service Agencies: Except as otherwise indicated, engage inspection and test service agencies, including independent testing laboratories, which are pre-qualified as complying with "Recommended Requirements for Independent Laboratory Qualification" by the American Council of Independent Laboratories, and which are recognized in the industry as specialized in the types of inspections and tests to be performed. Owner must approve Contractor's designated testing agency.
- B. Codes and Standards: Testing, when required, shall be in accordance with all pertinent codes and regulations and with selected standards indicated in the various Sections of

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Bid No. 27-2022
THP# 21506.00

these Specifications under the Article entitled QUALITY ASSURANCE.

- C. The Contractor shall comply with all Federal, State and Municipal laws, codes, ordinances and regulations applicable to the Work in this Contract and also with all requirements of the National Fire Protection Association, the National Electric Code, and the Occupational Safety and Health Administration (OSHA). If the above laws, codes, or ordinances conflict with this Specification, then the laws, codes or ordinances shall govern, except in such cases where the Specification exceeds them in quality of materials or labor, then the Specifications shall be followed.

1.5 REPAIR AND PROTECTION

- A. General: Upon completion of inspection, testing, sample taking, and similar services performed on the Work, repair damaged Work and restore substrates and finishes to eliminate deficiencies, including deficiencies in the visual qualities of exposed finishes. Protect Work exposed by or for quality control service activities and protect repaired Work. Repair and protection is the Contractor's responsibility, regardless of the assignment of responsibility for inspection, testing or similar services.

PART 2 PRODUCTS – NOT USED.

PART 3 EXECUTIONS – NOT USED.

END OF SECTION

DIVISION 01 - GENERAL REQUIREMENTS

SECTION 014216

DEFINITIONS AND STANDARDS

PART 1 GENERAL

1.1 DESCRIPTION OF REQUIREMENTS

A. General: This Section specifies procedural and administrative requirements for compliance with governing regulations and the codes and standards imposed upon the Work. These requirements include the obtaining of permits, licenses, inspections, releases, and similar documentation, as well as payments, statements and similar requirements associated with regulations, codes and standards.

1. "Regulations" is defined to include laws, statutes, ordinances and lawful orders issued by governing authorities, as well as those rules, conventions and agreements within the construction industry which effectively control the performance of the Work regardless of whether they are lawfully imposed by governing authority or not.

1.2 DEFINITIONS

A. Owner: Lexington & Fayette Urban County Government and their properly authorized agents including the Engineer and other consultants serving as Owner's Representatives reviewing work.

B. Engineer: THP Limited, Inc., Cincinnati, Ohio.

C. Owner's Representative: THP Limited, Inc., or another authorized agent as designated by the Owner.

D. General Explanation: A substantial amount of specification language consists of definitions for terms found in other Contract Documents, including the Drawings. (Drawings must be recognized as diagrammatic in nature and not completely descriptive of the requirements indicated thereon). Certain terms used in Contract Documents are defined in this Article. Definitions and explanations contained in this Section are not necessarily either complete or exclusive but are general for the Work to the extent that they are not stated more explicitly in another element of the Contract Documents.

E. General Requirements: The provisions or requirements of Division 01 Sections apply to entire work of Contract and, where so indicated, to other elements which are included in the Project.

F. Indicated: The term "indicated" is a cross reference to graphic representations, notes or schedules on Drawings, to other paragraphs or schedules in the Specifications, and to similar means of recording requirements in Contract Documents. Where terms such as "shown", "noted", "scheduled", and "specified" are used in lieu of "indicated", it is for the

purpose of helping reader locate cross reference, and no limitation of location is intended except as specifically noted.

- G. Directed, Requested, Etc.: Where not otherwise explained, terms such as "directed", "requested", "authorized", "selected", "approved", "required", "accepted", and "permitted" mean "directed by Owner or Engineer", "requested by Owner or Engineer", and similar phrases. However, no such implied meaning will be interpreted to extend the Owner's, Engineer's or Owner's representative's responsibility into the Contractor's area of construction supervision.
- H. Project Site: The term "project site" is defined as the space available to the Contractor for performance of the Work, either exclusively or in conjunction with others performing other work as part of the project. The extent of the project site is shown on the Drawings.
- I. Furnish: Except as otherwise defined in greater detail, term "furnish" is used to mean supply and deliver to project site, ready for unloading, unpacking, assembly, installation, etc., as applicable in each instance.
- J. Install: Except as otherwise defined in greater detail, term "install" is used to describe operations at project site, including unloading, unpacking, assembly, erection, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning and similar operations, as applicable in each instance.
- K. Provide: Except as otherwise defined in greater detail, term "provide" means furnish and install, complete and ready for intended use, as applicable in each instance.
- L. Installer: The term "installer" is defined as the entity (person or firm) engaged by the Contractor, its subcontractor or sub-subcontractor for performance of a particular unit of work at the project site, including installation, erection, application and similar required operations. It is a general requirement that such entities (installers) be expert in the operations they are engaged to perform.
- M. Final Completion: The term "Final Completion" refers to the degree of completion at which time the Project as a whole is turned over for full use to the Owner and all Work is completed in compliance with the Contract Documents.
- N. Entrance: The term "entrance" is defined as a pedestrian doorway, stair, walkway, passageway, landing, elevator or other type of connector which connects or allows access from one structure to another structure.

1.3 INDUSTRY STANDARDS

- A. General Applicability of Standards: Except to the extent that more explicit or more stringent requirements are written directly into the Contract Documents, applicable standards of the construction industry have the same force and effect (and are made a part of the Contract Documents by reference) as if copied directly into the Contract Documents, or as if public copies were bound herewith. Refer to other Contract

Documents for resolution of overlapping and conflicting requirements which result from the application of several different industry standards to the same unit of work. Refer to individual unit of work Sections for indications of which specialized codes and standards the Contractor must keep at the project site, available for reference.

1. Referenced standards (referenced directly in Contract Documents or by governing regulations) have precedence over non-referenced standards which are recognized in industry for applicability to the Work.
 2. Non-referenced standards recognized in the construction industry are hereby defined, except as otherwise limited in the Contract Documents as having direct applicability to the Work and will be so enforced for the performance of the Work. The decision as to whether an industry code or standard is applicable to the Work, or as to which of several standards are applicable, is the sole responsibility of the Engineer.
- B. Publication Dates: Except as otherwise indicated, where compliance with an industry standard is required, comply with standard in effect as of date of Contract Documents.
- C. Copies of Standards: The Contract Documents require that each entity performing work be experienced in that part of the Work being performed. Each entity is also required to be familiar with recognized industry standards applicable to that part of the Work. Copies of applicable standards are not bound with the Contract Documents.
- D. Where copies of standards are needed for proper performance of the Work, the Contractor is required to obtain such copies directly from the publication source.
- E. In case of conflict between the published standard and Project Specifications, the more stringent shall govern.
- F. References to known standard specifications shall mean the latest edition of such specifications adopted and published at date of execution of the Contract.
- G. No claim by Contractor for additional compensation will be entertained on account of his failure to be fully informed as to requirements of any referenced standard.

1.4 REGULATORY REQUIREMENTS

- A. Adherence to Codes and Regulations
1. Before proceeding with the Work, the Contractor shall thoroughly review the Drawings and Specifications to assure the design to be in accordance with all laws, ordinances, rules and regulations, and he shall assume full responsibility therefore and shall bear all costs attributable thereto UNLESS notice is given to the Owner in writing of the discrepancy BEFORE proceeding with the Work.

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PART 2 PRODUCTS - NOT USED.

PART 3 EXECUTIONS - NOT USED.

END OF SECTION

DIVISION 01 - GENERAL REQUIREMENTS
SECTION 015000
TEMPORARY FACILITIES AND CONTROLS

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes

1. Administrative and procedural requirements for temporary services and facilities, including such items as temporary utility services, temporary construction and support facilities, and project security and protection.

1.2 OWNER OPERATION, MAINTENANCE OF OPERATION AND SAFETY

- A. The structure is currently in use by the Owner. Areas of the structure outside the limits of a particular construction area shall remain functional throughout the construction period.
- B. All construction operations shall be carefully coordinated with the Owner so as to minimize the overall inconvenience to the Owner, maintain the use of all means of egress at all specified times and to expedite job progress.
- C. All fumes and dust arising from construction operations shall be controlled so as to not adversely affect persons using the structure and all adjacent facilities.
- D. The Contractor shall protect his Work and equipment from damage by the public and other entities occupying the structure during the construction period.
- E. The Contractor shall take all necessary precautions for all Work Areas to prevent debris from falling and causing damage outside the work area, including damage to existing mechanical/electrical fixtures. The Contractor shall be held liable for all damage caused by excavation, patching, drilling, coring, cutting, sandblasting, dust and debris. The Contractor shall be held liable for all damage to mechanical/electrical fixtures systems due to construction related activities. Contractor shall be responsible for all injury to people and property, including motor vehicles, caused by any construction related activity. The Owner will endeavor to field complaints and forward same to Contractor. Contractor is responsible for contacting people or property owner and resolving complaints.
- F. When Work is performed which may create a hazard to persons or property above, below or in the proximity of Work, affected areas shall be blocked or otherwise protected to eliminate the hazard. Coordinate this activity with the Owner a minimum of 4 working days prior to the requested time for performance of such work.
- G. Access to all emergency egress routes outside the limits of an individual construction

area shall be continuously and safely maintained. Emergency egress routes shall not be impaired due to construction activities.

- H. Coordinate Work Areas with the Owner to minimize interference with normal operations.
- I. The Contractor shall comply with all Federal, State and Municipal laws, codes, ordinances and regulations applicable to the Work in this Contract and also with all requirements of the National Fire Protection Association, the National Electric Code, and the Occupational Safety and Health Administration (OSHA). If the above laws, codes or ordinances conflict with this Specification, then the laws, codes or ordinances shall govern, except in such cases where the Specification exceeds them in quality of materials or labor, then the Specifications shall be followed.

1.3 WORK AREAS

- A. The Work is divided into sections termed Work Areas. Work outside the closed Work Area is not allowed, except work permitted by the Construction Documents or authorized by the Owner.
- B. The Construction limit lines are defined as the extent of the Work Areas designated on the Drawings. Areas outside the construction limits may not be used by the Contractor for staging, storage of materials, or any other purpose, except as indicated in the Construction Documents.

1.4 MATERIAL AND EQUIPMENT STORAGE AND DELIVERY

- A. An area of the structure will be made available to the Contractor for material and equipment storage, staging and other facilities deemed necessary by the Contractor.
- B. Refer to Phasing Notes on the Drawings for additional information.

1.5 PROTECTION OF THE SURROUNDING AREA

- A. All construction operations shall be conducted such as to protect the surrounding areas and adjacent buildings.
- B. Fumes and dust shall also be controlled so as to prevent harmful or undesirable effects in the surrounding areas. All potential avenues for penetration of fumes or dust into occupied spaces adjacent to the work area must be located and sealed by the Contractor in a manner acceptable to the Owner prior to the start of the work in the affected area.
- C. Areas below regions of construction activity may remain open for portions of that activity. However, the Contractor is totally responsible for damage as a result of the Work.

1.6 PROTECTION OF EXISTING CONDITIONS

- A. All portions of the existing structure, all utilities and all other building contents not part of the work damaged, moved or altered in any way during construction shall be replaced or repaired to the Owner's satisfaction at the Contractor's expense.

- B. Contractor and Owner shall conduct a preconstruction inspection of all finish materials and equipment located within the Work area to record in writing existing damaged finish materials and/or equipment not directly involved with this Contract. The Contractor shall be deemed responsible for damaged finish material and/or equipment not recorded during the preconstruction inspection. Contractor shall replace or repair to the Owner's satisfaction damaged finish material and/or equipment. It is the Contractor's responsibility to schedule and coordinate this preconstruction walk-through with the Owner. Provide a minimum of 5 calendar days notice prior to the requested walk-through time.
- C. Accidental interruptions caused by the Contractor to services outside of the work area shall be reported to the Owner at once, and immediate, emergency efforts to restore the service shall be made at the expense of the Contractor.
- D. When performing work adjacent to building and structures, protect buildings and structures from dirt, dust and debris.
- E. Protect drain openings during construction from construction debris entering drainage system. Provide filter cloth over openings to prevent debris from entering pipes, but still allowing water to enter. Clean debris from drains as necessary to maintain water removal. Remove drain protection during non-working hours and reinstall prior to commencing work.

1.7 TEMPORARY FACILITIES

- A. Existing electric and water service shall remain at their present level of service and may be used by the Contractor. The Owner will pay for current and water used. Additional electricity and water and their service connections which may be required for construction shall be provided by the Contractor. Contractor shall verify existence and usability of listed services prior to submitting Bid. Non-listed services required by the Contractor shall be provided by the Contractor.
- B. The Contractor shall provide temporary toilet facilities for use by its employees and subcontractors. Locate in an area approved by the Owner inside the garage. Use of Owner facilities is not allowed.
- C. Job signs are not allowed unless authorized by the Owner.
- D. The Contractor shall furnish temporary lighting or heat required so that work may proceed to meet the Contract schedule.
- E. The Contractor shall arrange and establish a location satisfactory to the Owner where workmen may eat; provide a rubbish container, and clean and remove all debris at the end of each work day.
- F. At all times when work is being performed, the Contractor's foreman shall be on-site. Both the foreman and the superintendent shall have a mobile phone or beeper with

him/her at all times while on the job site. Provide the Owner with the telephone number.

- G. A job site office/trailer is not required.

1.8 PARKING

- A. Parking for two Contractor vehicles associated with the production of the work will be provided in the garage. Contractor employee parking will be permitted within the garage during the 90-day shutdown of the garage. Contractor is responsible for employee parking outside the 90-day shutdown of the garage.

1.9 USE OF FACILITY

- A. Contractor employees are not permitted to use Owner and tenant facilities except as previously noted. Failure to comply with this restriction can result in the dismissal of the offending employee from the construction site.
- B. Elevators may not be used by the Contractor.
- C. Except for materials being used during a work shift, store all materials in approved storage area.
- D. Materials being used for work shall be uniformly distributed throughout the work area so as to not overload or otherwise distress the supported structural system.

1.10 TRAFFIC CONTROL

- A. Provide lighting, signage, barricades, traffic cones, signals, and traffic direction personnel required to clearly and safely re-route traffic in non-work areas. Coordinate with the Owner a minimum of 7 days in advance of when an area is scheduled to be closed.
- B. Erect barricades to prevent unauthorized entry of pedestrian or vehicular traffic into, on or under the Work Area. Post appropriate signs to warn against entry. Construct barricades to prevent unauthorized entry during non-work hours.
- C. Perform temporary traffic marking and striping that may be required during construction.
- D. Provide signage to safely route pedestrians to the nearest stairwell and exit.

1.11 USE OF STREETS AND WALKS

- A. All use of streets and walks must be in accordance with local authorities having jurisdiction. The Contractor must coordinate such use directly with the local authorities.
- B. The Contractor shall provide and maintain control device necessary for the protection of his Work, and areas which the local authorities may consider hazardous, including necessary lighting. Further, should conditions arise which necessitate the use of

flagman and/or the services of the local police, the Contractor shall supply this type of control at no expense to the Owner.

- C. Maintain traffic in accordance with local authority's requirements.
- D. The Contractor shall provide and maintain signage, barricades, warning devices, etc. that may be necessary or required by local authorities or the Owner for the protection of pedestrians and vehicles while performing the work.

1.12 CLEANUP

- A. Each Contractor or Subcontractor, upon completion of his division of the work, shall collect and remove all rubbish, surplus material, tools and scaffolding pertaining to his work, and shall keep the work area neat and orderly by periodic removal and cleanup. Crates and cartons in which materials or equipment are received shall be removed daily. Contractor shall leave each phase of the work broom-clean upon completion of that phase.
- B. Each Contractor shall be responsible for daily collection and disposal of rubbish created by his materials, men and work. If this is not done, the Owner may direct that cleanup be done and the cost of same shall be deducted from the Contractor's contract.
- C. Contractor shall clean surfaces of all lights, control panels, overhead piping, duct work, etc., after construction is complete, to the same level of cleanliness as surfaces were before construction.
- D. Protect from damage during subsequent construction activities all new work and existing construction cleaned upon the completion of any one phase.
- E. Contractor shall legally dispose of all debris (including concrete) off the site.

1.13 FIRE PROTECTION

- A. It shall be the responsibility of the Contractor to take the proper precautions to prevent fires when welding or while other fire-hazardous work is being performed.
- B. Gasoline and other flammable liquids shall be kept in approved safety cans at all times.

1.14 WATCHMEN

- A. The services of a watchman will not be provided by the Owner.
- B. The Contractor shall assume full responsibility for protection and safety of material and equipment stored at the job site both within and outside of the work areas or storage areas.

1.15 ADDITIONAL REQUIREMENTS

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- A. During the term of this Contract, the employees of the Contractor shall not consume or be under the influence of alcohol while on the premises of the Owner. The use of nonprescription, over the counter drugs and medications (i.e., Contact, Actifed, etc.) is discouraged, but if used, manufacturer's guidelines must be followed. Drugs considered illegal by federal, state, and local authorities are strictly prohibited.
- B. Owner reserves the right with or without cause and at its sole discretion, provided that such right is lawful, to have the Contractor temporarily or permanently remove any of the Contractor's employees from the Project.
- C. Shutting down of existing apparatus and service lines shall be done only at times prescribed and approved by the Owner. Apparatus and service lines shall not be left out of service overnight, during non-working periods or during scheduled events.
- D. Notice of temporary service interruption (or potential interruption) shall be given to the Owner and his designated representative not less than (5) working days prior to required interruption to allow adequate preparation to be made.
- E. Provide the Owner with emergency telephone numbers to be able to contact the Contractor's superintendent or project manager 24 hours a day.

PART 2 PRODUCTS – NOT USED.

PART 3 EXECUTION – NOT USED.

END OF SECTION

DIVISION 01 - GENERAL REQUIREMENTS

SECTION 015600

BARRIERS

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes

1. Dust barriers.
2. Partial height construction barriers.
3. Temporary pedestrian walkways through partially completed work areas.
4. Miscellaneous barriers and efforts, including construction fencing, caution tape and signage.

B. Related Sections

1. Section 015000: Temporary Facilities and Controls
2. Section 024119: Selective Structure Demolition
3. Section 030100: Concrete Repairs
4. Section 036423: Epoxy Injection Repairs
5. Section 040100: Masonry Repairs
6. Section 055000: Miscellaneous Metals
7. Section 061053: Miscellaneous Rough Carpentry
8. Section 079200: Sealants
9. Section 085200: Wood Windows
10. Section 092116: Gypsum Board Assemblies
11. Section 099100: High Performance Coatings
12. Section 321723: Pavement Markings

1.2 SUBMITTALS

- A. Submittals are not required unless Owner or Engineer raise questions or concerns regarding the quality or construction of barriers or enclosures. Potential submittals, if requested, could include the following:

1. Fire-retardant treatment for dimensional lumber and plywood.
2. Fire-resistant visqueen sheeting.

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3. Plastic Safety Fencing.
4. Caution Barrier Tape.
5. Enclosure construction details.

PART 2 PRODUCTS

2.1 MATERIALS

A. Lumber

1. Dimensional lumber
 - a. Minimum 2 x 4 dimensional lumber.
 - b. Fire-retardant treated (non-com) with treatment stamp visible.
2. Plywood
 - a. Minimum 1/2-inch thick.
 - b. Fire-retardant treated (non-com) with treatment stamp visible.

B. Visqueen Sheeting

1. Approved Products:
 - a. Griffolin fire-retardant type 55-FR.
 - b. Midco vinyl fire-resistant reinforced polyfilm.

C. High Visibility Safety Fencing

1. High density polyethylene material.
2. Diamond mesh with 1-1/2" openings.
3. Minimum 4 feet high.
4. Bright orange color.
5. Minimum 2200 lbs. break load capacity.

D. Chain Link Fencing

1. Minimum 6'-0" feet tall.
2. Minimum 9 gauge galvanized with 2"x2" pattern configuration.
3. Fence to be panelized system, surface set with ballasted based.
4. Drilled posts are not permitted.

E. Caution Tape

1. 3" wide.

2. Minimum 4 mil thick plastic.
3. Safety yellow tape with black "CAUTION" lettering, minimum 1-1/2" high.

PART 3 EXECUTIONS

3.1 GENERAL

- A. Work shall not proceed until dust barriers, barricades, construction fencing, or partial or full height barriers or enclosures are in place and secure.
- B. Provide barricades to isolate areas directly under work areas for protection of persons or property.
- C. Remove barricades at entrances during non-working hours which will obstruct or hinder the use of the entrance.
- D. Installation and removal of barricades or barriers shall not damage existing surfaces.
- E. The use of anchors which penetrate the existing surface are prohibited, unless approved in advance by Engineer.
- F. Remove all evidence of barriers installation upon removal.
- G. Contractor is responsible for erection, maintaining, moving and removal of barricades, fencing and barriers from the job site.

3.2 BARRICADES

- A. Where barricades are required for vehicular traffic control, provide orange construction fencing to divert traffic around work area. Support orange fencing to prevent sagging along entire length of barricade. Maximum spacing of orange fencing support is ten feet. Construct and provide barricades that are permanent for the period when the barricade is required. Weight or otherwise secure the barricades to keep unauthorized personnel from moving them.
- B. Provide partial height or full height dust barriers where noted on drawings or where work performed is adjacent to pedestrian walkways, drive lanes or other public access areas.
- C. Use of sawhorses, barrels and yellow caution tape are permitted only with advance approval by Owner or indicated on the Drawings.

3.3 COVERED SIDEWALKS AND ENTRANCES/EXITS

- A. When any portion of the Work is directly over or within fifteen feet of a sidewalk or entrance/exit, provide a covered walkway for pedestrians to safely pass through the area. Covered walkway shall extend ten feet beyond the end of the Work Area.
- B. The covered walkway shall meet the following minimum requirements:
 1. Walkway to be constructed with metal walk-through scaffolding with nominal 2-inch-

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thick dimensional lumber on the upper surface covered with ¾ inch plywood.

2. Provide lighting within the enclosed walkway so that pedestrians may safely use passage at all hours.

3.4 VEHICLE BARRIERS

- A. Partial height water filled plastic or concrete jersey barriers, positioned on-grade at street level entrances to the garage as shown on Drawings.
- B. Provide signage directing vehicles to open entrances, positioned on or next to jersey barriers, and fixed in place. Signage to be at least 2 ft. by 3 ft. in size, painted traffic yellow, with black stenciled lettering. Owner will provide text of signage. Maintain signage for the duration of the phase or phases of the project where it is necessary.

END OF SECTION

DIVISION 01 - GENERAL REQUIREMENTS

SECTION 017700

CLOSEOUT PROCEDURES

PART 1 General

1.1 SUMMARY

A. Section Includes

1. Requirements for Close-Out of Contract.
2. Specific requirements for individual units of work may be included in the appropriate Sections.

1.2 DEFINITIONS

- A. Contract Closeout is the term used to describe certain collective project requirements, indicating completion of the Work that are to be fulfilled near the end of the Contract time in preparation for final acceptance and occupancy of the Work by the Owner, as well as final payment to the Contractor and the normal termination of the Contract.

1.3 PREREQUISITES TO SUBSTANTIAL COMPLETION

- A. General: Complete the following before requesting the Owner's inspection for certification of substantial completion, either for the entire Work or for portions of the Work. List known exceptions in the request.
1. In the progress payment request that coincides with, or is the first request following, the date substantial completion is claimed, show either 100% completion for the portion of the Work claimed as "substantially complete," or list incomplete items, the value of incomplete Work, and reasons for the Work being incomplete. Include supporting documentation for completion as indicated in these Contract Documents.
 2. Submit a statement showing an accounting of changes to the Contract Sum.
 3. Advise Owner of pending insurance change over requirements.
 4. Submit specific warranties, workmanship/maintenance bonds, maintenance agreements, final certifications, and similar documents.
 5. Obtain and submit releases enabling the Owner's full, unrestricted use of the Work and access to services and utilities. Where required, include occupancy permits, operating certificates and similar releases.
 6. Submit record drawings, maintenance manuals, final project photographs, damage survey and similar final record information.
 7. Discontinue or change over and remove temporary facilities and services from the project site, along with construction tools and facilities, mock-ups and similar

elements.

8. Complete final cleaning-up requirements, including touch-up painting of marred surfaces. Touch up and otherwise repair and restore marred exposed finishes.

B. Inspection Procedures: Upon receipt of the Contractor's request for inspection, the Owner will either proceed with inspection or advise the Contractor of unfilled prerequisites.

1. Following the initial inspection, the Owner will either prepare the certificate of substantial completion or will advise the Contractor of work which must be performed before the certificate will be issued. The Owner will repeat the inspection when requested and when assured that the Work has been substantially completed.

2. Results of the completed inspection will form the initial "punch list" for final acceptance.

1.4 PREREQUISITES TO FINAL ACCEPTANCE

A. General: Complete the following before requesting the Owner's final inspection for certificate of final acceptance and final payment as required by the General Conditions. List known exceptions, if any, in the request.

1. Submit the final payment request with final releases, affidavits and supporting documentation not previously submitted and accepted. Include certificates of insurance for products and completed operations where required.

2. Submit an updated final statement accounting for final additional changes to the Contract Sum.

3. Submit a certified copy of the Owner's final punch list of itemized Work to be completed or corrected, stating that each item has been completed or otherwise resolved for acceptance.

4. Submit consent of Surety.

5. Submit evidence of final, continuing insurance coverage complying with insurance requirements per General and Supplementary Conditions in these Specifications.

6. Submit a certificate clearly indicating that all outstanding bills for materials, services and labor, and all subcontractors have been paid in full.

B. Re-inspection Procedure: The Owner will re-inspect the Work upon receipt of the Contractor's notice that the Work, including punch list items resulting from earlier inspections, has been completed except for these items whose completion has been delayed because of circumstances that are acceptable to the Owner.

1. Upon completion of re-inspection, the Owner will either approve the final payment request, or will advise the Contractor of Work that is incomplete or of obligations that have not been fulfilled but are required for final release of final payment.

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2. If necessary, the re-inspection procedure will be repeated.
- C. Schedule with the Owner a close-out meeting. Coordinate this meeting with the Owner. Provide a minimum of 3 working days' notice prior to the requested time for the meeting.
- 1.5 PROJECT RECORD DOCUMENTS
- A. The Contractor shall be responsible to maintain at the job site one copy of:
1. Record contract drawings.
 2. Record project manual.
 3. Addenda.
 4. Reviewed shop drawings.
 5. Change orders.
 6. Other modifications to Contract.
- B. Maintain documents in clean, dry, legible condition.
- C. Do not use project Record Documents for construction purposes.
- D. Failure to maintain documents up-to-date will be cause for withholding payments to Contractor.
- E. Obtain one complete set of Contract Documents, including:
1. Project Manual with all addenda.
 2. One complete set of black-line or blue-line prints of all drawings not bound in project manual.
 3. One complete set of sepia prints of all drawings not bound in project manual.
- F. Keep Record Documents current.
- G. Contract Drawings: Contractor may, at his option, enter required information on a "working set" and then at completion of project transfer the information to final submitted "Project Record" set. All notations on the "Project Record" set shall be in red ink made in a neat and legible manner, with additional explanatory drawings or sketches as required. The Project Record Drawings shall have marked the correct location of Work items and equipment where it differs from the location shown on the drawings, and any other information pertinent or useful in nature.
- H. Project Manual and Addenda: Contractor shall legibly mark up each section to record:
1. Manufacturer, trade name, catalog number and supplier of each product and item of equipment actually installed.
 2. Changes made by change order or field order.
 3. Other items not originally specified.

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- I. At completion of Project, deliver 3 copies of the Project Record Documents to the Owner prior to request for final payment. Accompany submittal with transmittal letter containing:
 1. Date.
 2. Project title and number.
 3. Contractor's name and address.
 4. Title and number of each Record Document.
 5. Certification that each document as submitted is complete and accurate.
 6. Signature of Contractor or his authorized representative.

1.6 WARRANTY

- A. The Contractor shall provide a general one-year warranty for all work performed.
- B. As required by individual Specification Sections, provide extended warranties on parts of the Work as specified.
- C. Provide the Owner with electronic copies of all required and executed warranties.
- D. Deliver to the Owner all required warranties prior to the application for Final Payment.
- E. Delivery of required warranties does not relieve the Contractor of obligations assumed under provisions of the Contract.
- F. Warranties provided directly by contractor are to be written using company letterhead documents.
- G. A warranty may require multiple signatures if specified to be a joint warranty. Refer to individual warranty requirements in the appropriate Specification Section.

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H. The warranty format shall be as follows:

Name of Project

Scope of Work

We warrant the Work to be in accordance with the Contract Documents. We shall provide all labor, material, tools, and equipment necessary to correct work not in conformance with the Contract Documents or that becomes or is found to be defective within years after the Date of Substantial Completion. We will bear the cost of making good any damage caused by the defective work, including damage caused by its correction or removal, to the Owner's property or to property for which the Owner is liable. This warranty shall not apply to work which has been abused, neglected, or altered by others or to work for which the Owner has previously given the Contractor a written acceptance of the defect. The warranty period shall begin at Noon on the date of Substantial Completion.

Company

Signature

Date

Title

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1.7 OPERATIONS AND MAINTENANCE DATA

- A. The Contractor shall deliver to the Owner at the final inspection all operations and maintenance data as required elsewhere in this Specification. This data shall be provided in loose-leaf binders.

1.8 SPARE PARTS AND MAINTENANCE MATERIALS

- A. The Contractor shall deliver all spare parts and maintenance materials as required elsewhere in this Specification to the Owner at the final inspection.

1.9 CLOSEOUT PROCEDURES

- A. Removal of Protection: Except as otherwise indicated or requested by the Owner, remove temporary protection devices and facilities which were installed during the course of the Work to protect existing or previously completed Work during the remainder of the construction period.
- B. Compliance: Comply with safety standards and governing regulations for cleaning operations. Do not discharge volatile or other harmful or dangerous materials into drainage systems. Remove waste materials from the site and dispose of in a lawful manner. Where extra materials of value remaining after completion of associated work have become the Owner's property, dispose of these materials to the Owner's best advantage as directed.

PART 2 Products – not used.

PART 3 Executions – not used.

END OF SECTION

DIVISION 02 – EXISTING CONDITIONS
SECTION 024119
SELECTIVE STRUCTURE DEMOLITION

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes

1. All labor, material, equipment, special tools and services required to complete the work required for the project as indicated on the Drawings and in the Specifications, including but not limited to:
 - a. Demolition of selected portions of the structure as indicated in the Contract Documents.
 - b. Demolition and removal from the job site of miscellaneous features as indicated in the Contract Drawings.
 - c. Removal from the job site and legal disposal of existing debris and accessories as shown on the Drawings.
 - d. Supply and maintenance of dumpsters to accommodate debris removals.
 - e. Maintenance of drains to accommodate storm water during demolition.
2. Materials Ownership
 - a. Except for items or materials indicated to be reused, salvaged, reinstalled, or otherwise indicated to remain the Owner's property, demolished materials shall become the Contractor's property and shall be removed from the site with further disposition at the Contractor's option.
 - b. Storage or sale of removed items or materials on-site will not be permitted.

1.2 REFERENCES AND REGULATORY REQUIREMENTS

- A. Conform to applicable laws, ordinances, and the State Building Code for demolition of structures, safety of adjacent structures, dust control, runoff control, and disposal.
- B. Comply with ANSI A10.6.
- C. Comply with applicable requirements of NFPA Standard No. 241.75: Safeguarding Building Construction & Demolition Operations.
- D. Obtain required permits from authorities.
- E. Do not close or obstruct roadways, sidewalks, and hydrants without permits.
- F. Do not close or obstruct egress width to any entrance or exit.

- G. Do not disable or disrupt fire or life safety systems without three days prior written notice to the Owner.
- H. Conform to applicable regulatory procedures when discovering hazardous or contaminated materials.

1.3 SUBMITTALS

- A. Schedule of selective demolition activities indicating the following:
 - 1. Detailed sequence of selective demolition and removal work, with starting and ending dates for each activity.
 - 2. Detailed sequence of selective demolition and removal work to ensure uninterrupted progress.
 - 3. Coordination of Owner's continuing occupancy.
- B. Inventory: After demolition is complete, submit a list of items that have been removed and salvaged for Owner.
- C. Pre-demolition Photographs or Videotape: Show existing conditions of adjoining construction and site improvements, including finish surfaces, which might be misconstrued as damage caused by demolition operations. This submittal should be delivered before Work begins.

1.4 QUALITY CONTROL

- A. Demolition Firm Qualifications: An experienced firm that has specialized in demolition work similar in material and extent to that indicated for this Project. The firm shall have successfully performed at least three verifiable projects, similar to this project, within the last seven years.
- B. Work in this Section shall be under the immediate control of a person (Contractor's superintendent or other designated person) experienced in this type of work. The person identified with immediate control of the work shall have supervised three verifiable projects of similar magnitude and type. Supervising person shall be present during all operations.
- C. Pre-Demolition Conference: Review methods and procedures related to selective demolition including, but not limited to, the following:
 - 1. Inspect and discuss condition of construction to be selectively demolished.
 - 2. Review and finalize selective demolition schedule; verify availability of all materials, demolition personnel, equipment, and facilities needed to maintain the schedule.
 - 3. Review requirements of work performed by other trades that rely on substrates

exposed by selective demolition operations.

4. Review areas where existing construction is to remain and requires protection.
- D. The Contractor shall comply with all Federal, State and Municipal laws, codes, ordinances and regulations applicable to the Work in this Contract and also with all requirements of the National Fire Protection Association, the National Electric Code, and the Occupational Safety and Health Administration (OSHA). If the above laws, codes or ordinances conflict with this Specification, then the laws, codes or ordinances shall govern, except in such cases where the Specification exceeds them in quality of materials or labor, then the Specifications shall be followed.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Store materials under cover and keep them dry and protected against damage from weather, direct sunlight, surface contamination, corrosion, construction traffic, and other causes.

1.6 PROJECT CONDITIONS

- A. Contractor shall coordinate with the Owner for the required access and staging areas needed to accommodate demolition operations at grade areas.
- B. The Owner will continue to occupy portions of the structure immediately beneath the selective demolition area. Conduct selective demolition so that the Owner's operations will not be disrupted. Provide not less than 72 hours' notice to the Owner of activities that will temporarily affect the Owner's operations.
- C. Demolition Efforts
1. The Contractor shall collect all debris generated by the demolition process and legally dispose of off the Owner's property. Do not stockpile debris. Remove dumpsters containing debris upon filling to capacity or completion of the work.
 2. The Owner assumes no responsibility for actual condition of features and components to be selectively demolished.
 - a. Conditions existing at time of inspection for bidding purpose will be maintained by the Owner as far as practical.
 3. Maximum loaded wheel load of 250 lbs per axle on the existing roof deck.
 4. No motorized equipment will be allowed on the roof.
 5. Only air filled, rubber tired dollies will be allowed on the roof surface. Wheel spacing shall be a minimum of 3' c/c. Axel spacing shall be a minimum of 6' c/c.
 6. Movement of debris shall be limited to protected areas of the roof.
- D. Utility Services

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1. Maintain existing utilities required to remain, keep in service, and protect against damage during demolition operations.
 2. Do not interrupt existing utilities serving occupied or used facilities, except when authorized in writing by authorities having jurisdiction and the Owner. Provide temporary services during interruptions to existing utilities, as acceptable to the governing authorities and Owner.
 3. Disconnect, seal, and remove utilities or services in selective demolition area before starting selective demolition operations.
- E. Damages: Promptly repair damages to adjacent construction, on or off site, caused by demolition operations at no cost to the Owner.
- F. Prevent insect and rodent infiltration. If necessary, employ an exterminator and treat entire structure in accordance with governing health regulations for rodent and insect control.
- G. Hazardous Materials
1. Notify the Owner if asbestos-containing materials are encountered during demolition.

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION

3.1 EXAMINATION

- A. Examine areas intended for demolition and note conditions or defects that will adversely affect the execution and/or quality of the work.
- B. Notify Owner in writing of any such conditions or defects. Do not begin work until unsatisfactory conditions are corrected. Failure to notify Owner prior to beginning work constitutes acceptance by Contractor of the surfaces and conditions under which the work is to be performed, and acceptance by Contractor for the performance of the work.
- C. Inventory and record the condition of items to be removed and salvaged.
- D. Engage a professional demolition engineer to perform an engineering survey of existing conditions of structure to determine whether removing any element might result in structural deficiency or unplanned collapse of any portion of structure or adjacent structures during selective demolition operations.
- E. Verify that hazardous materials have been remedied before proceeding with selective demolition operations.

3.2 PREPARATION

A. Protection

1. Provide temporary protection during the course of the work to prevent water entry into the structure and walls and to maintain the structure in a weather tight condition. Ensure that protection is in place and water tight before ending day's work.
2. Be prepared for unexpected weather changes so that temporary protection can be quickly installed.
3. Provide, erect, and maintain temporary barriers and security devices. Prevent spread of dust, odors, and noise to permit continued Owner's occupancy. Refer to Specification Section 015600.
4. Provide protection on existing surfaces and features to remain. Secure protection to prevent wind events from shifting or moving temporary protection. Securement methods shall not penetrate the surfaces or features. Protection shall define the path over which demolished material will be transported.
5. Conduct demolition operations and remove debris to ensure minimum interference with the interior of the structure, roads, streets, walks, adjacent structures, and utilities.
6. Conduct operations with minimum interference to public or private accesses. Maintain protected egress and access at all times.
7. Protect existing landscaping materials, structures, and utilities which are not to be demolished.

3.3 DEMOLITION REQUIREMENTS

- A. Coordinate regular removal and replacement of filled dumpsters from the job site during off hours only, unless pre-approved by the Owner in advance.
- B. Do not remove any part of the work that will leave the remaining work unstable, until adequate temporary bracing and shoring have been provided, or until permanent bracing or construction is in place. Cease operations immediately if adjacent structures appear to be in danger. Notify Owner and authority having jurisdiction. Do not resume operations until directed.
- C. If deteriorated materials, not intended for removal, are encountered during demolition, stop all work in that area and notify the Owner immediately.
- D. Demolish and remove existing construction to the extent required and as indicated. Use methods required to complete work within limitations of governing regulations and as follows:
 1. Where required, neatly cut materials to be removed. Use cutting methods least

likely to damage construction to remain or adjoining construction. To minimize disturbance of adjacent surfaces, use hand or small power tools designed for sawing or grinding, not hammering and chopping. Temporarily cover openings to remain.

2. Remove temporary work.

E. Explosives: The use of explosives will not be permitted.

3.4 DISPOSAL OF DEMOLISHED MATERIALS

A. General: except for items to be salvaged, etc, remove demolished materials from project site and legally dispose of them in an EPA approved landfill.

1. Do not allow demolished materials to accumulate on-site.

2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.

3. Remove debris from elevated portions of structure by chute, hoist, or other device that will convey debris to grade level in a controlled descent.

B. Separate recyclable demolished materials from other demolished materials to the maximum extent possible. Separate recyclable materials by type.

1. Provide containers or other storage method for controlling recyclable materials until they are removed from Project site.

2. Stockpile processed materials on site without intermixing with other materials. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust.

3. Stockpile materials away from demolition area. Do not store within the drip lines of remaining trees.

4. Store components off the ground and protect from the weather.

5. Transport materials off Owner's property and legally dispose of them.

C. Remove from site and legally dispose of debris, rubbish, and other materials resulting from demolition operations.

D. Burning of removed materials will not be permitted on the site.

3.5 PATCHING AND RESTORATION

A. Neatly patch and finish disturbed existing surfaces damaged by demolition.

B. Verify all patch locations, methods, and procedures with Engineer prior to beginning repairs.

3.6 STORM DRAINAGE MAINTENANCE

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- A. Maintain all drains during construction. Keep free and clear of debris to allow for proper drainage. Construction and construction barriers should not impede normal site drainage.

3.7 CLEANING

- A. Clean adjacent floor and wall surfaces to remove dust, dirt, debris, sludge, etc., regardless of existing conditions prior to demolition.

END OF SECTION

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DIVISION 03 – CONCRETE
SECTION 030100
CONCRETE REPAIRS

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes

1. All labor, material, equipment, special tools, and services required to complete the work required for the project as indicated on the Drawings and in the Specifications, including but not limited to:
 - a. Topping slab floor repairs.
 - b. Vertical column repairs
 - c. Overhead repairs to beams and joists.
 - d. Joist bearing concrete repairs.
 - e. Miscellaneous repairs indicated on the Drawings.

B. Related Sections

1. Section 012200: Unit Prices.
2. Section 012900: Payment Procedures.
3. Section 321723: Pavement Markings.

C. Unit Prices

1. Unit prices are taken for the work items listed in Section 012200, for the quantity measurements listed in Section 012900.
2. Include in the lump sum bid the quantities in Section 012200.
3. Final adjustment to the contract amount will depend on actual quantities of repair performed.
4. Repair quantities will be determined by measurements made jointly by the owner or its representative and the contractor. The contractor will record the measurements with both parties signing the record to attest to its accuracy.

1.2 REFERENCES

A. American Concrete Institute (ACI)

1. ACI 301 - Specification for Structural Concrete for Buildings.
2. ACI 305R - Hot Weather Concreting.
3. ACI 306R - Cold Weather Concreting.

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4. ACI 318 - Building Code Requirements for Reinforced Concrete.
 - B. American Society for Testing and Materials (ASTM)
 1. ASTM A185 - Specification for Steel Welded Wire, Fabric, Plain, for Concrete Reinforcement.
 2. ASTM A615 - Specification for Deformed and Plain-Billet Steel Bars for Concrete Reinforcement.
 3. ASTM A775 - Standard Specification for Epoxy-Coated Reinforcing Steel Bars.
 4. ASTM C33 - Concrete Aggregates.
 - C. Structural Steel Painting Council (SSPC)
 1. Surface Preparation Specification No. 3 (SP3) - Wire Wheel Cleaning.
 2. Surface Preparation Specification No. 6 (SP6) - Commercial Blast Cleaning.
 - D. American Association of State Highway and Transportation Officials (AASHTO)
 1. AASHTO M182 - Specifications for Burlap Cloth Made from Jute or Kenaf.
 - E. Keep a copy of the referenced specifications cited in this section in the on-site field office.
- 1.3 SUBMITTALS
- A. Submit literature for manufactured products, including manufacturer's specifications, test data and installation instructions.
 - B. Letter stating this Contractor and supplier are familiar with the referenced standards.
 - C. Submit shop drawings for review for all steel reinforcement in new curbs, topping slabs, and localized full slab replacement.
 - D. The Owner's review of details and construction operations shall not relieve this Contractor of his responsibility for completing the work successfully in accordance with the Contract Documents.
- 1.4 QUALITY ASSURANCE
- A. The Contractor shall comply with all Federal, State and Municipal laws, codes, ordinances and regulations applicable to the Work in this Contract and also with all requirements of the National Fire Protection Association, the National Electric Code, and the Occupational Safety and Health Administration (OSHA). If the above laws, codes or ordinances conflict with this Specification, then the laws, codes or ordinances shall govern, except in such cases where the Specification exceeds them in quality of materials or labor, then the Specifications shall be followed.
 - B. Concrete that does not conform to the specified requirements, including bond to substrate, strength, finish and tolerances shall be subject to removal and replacement, including necessary preparatory work, at no additional cost to the Owner and without

extension to the Contract Time.

- C. Contractor shall be responsible for restoration of other components of the Work damaged during placement of concrete or damaged during removal of unsatisfactory concrete.
- D. ACI 301, ACI 305R and ACI 306R are a part of the Contract Documents, are incorporated herein as fully as if here set forth and are referred to as General Concreting Requirements.

1.5 PROJECT CONDITIONS - SHORING

- A. Contractor shall provide (30) 10,000 pound rated post shores for the project to be used throughout the project in the different Work Areas.
- B. Install shores before removing concrete from the structural member that is designated to be shored.
- C. Shores must be on-site prior to beginning any concrete demolition work.

1.6 WARRANTY

- A. A warranty period of two (2) years shall be provided for concrete work performed under this Section against defects, as determined by the Owner, including but not limited to debonding, excessive cracking and surface scaling.

PART 2 PRODUCTS

2.1 MATERIALS

- A. Fine and Coarse Aggregates
 - 1. Meeting requirements of ASTM C-33.
- B. Water
 - 1. Mixing water shall be potable meeting requirements of ASTM C-94.
- C. Pre-packed Concrete Materials
 - 1. Horizontal Application: Typical Repair Areas (Patch Material Type A)
 - a. MasterEmaco T 310CI by BASF
 - b. SikaQuick 1000 by Sika Corp.
 - c. MasterEmaco T 1060/1061 by BASF
 - d. Planitop 18 ES by Mapei. (Planitop 18 TG is trowel grade for ramps)
 - 2. Vertical and Overhead Repair Areas: Trowel Grade (Patch Material Type B.1)
 - a. MasterEmaco S 488CI by BASF
 - b. SikaQuick VOH by Sika Corp.

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- c. MasterEmaco N 425 by BASF
 - d. Planitop XS by Mapei
 - 3. Vertical and Overhead Repair Areas: Form-and-Pour (Patch Material Type B.2)
 - a. MasterEmaco S 477CI by BASF
 - b. SikaQuick FNP by Sika Corp.
 - c. MasterEmaco S 440 by BASF
 - d. Planitop 15 by Mapei
- D. Bar Coating
 - 1. Sikadur 32, Hi-Mod LPL by Sika, Inc.
 - 2. MasterEmaco ADH 326 by BASF
- E. Bonding Agent (used for shallow floor patches if the patch is not deep enough for patch anchors; patch material must be placed while epoxy is still wet)
 - 1. Sikadur 32, Hi-Mod LPL by Sika, Inc.
- F. Welded Wire Reinforcement
 - 1. Conforming to ASTM A185.
 - 2. All steel to be epoxy coated unless specifically other otherwise on the drawings.
- G. Reinforcing Steel
 - 1. All reinforcing steel shall have a minimum Fy of 60 ksi.
 - 2. All steel to be epoxy coated unless specifically other otherwise on the drawings.
- H. Curing Materials
 - 1. 10 oz. burlap meeting the requirements of AASHTO M-182.
 - 2. Visqueen: 6 mil polyethylene (white).
- I. Curing Compound
 - 1. VOCOMP-25 by W.R. Meadows.
 - 2. MasterKure CC 1315WB by BASF
 - 3. Liquid membrane forming curing compound shall conform to the requirements of ASTM C1315, Type 1, Class A and have data from an independent laboratory indicating a maximum moisture loss of 0.40 grams per square cm. when applied at a coverage rate of 300 square feet per gallon.
- J. Form Lumber
 - 1. New fire-retardant material, grade and size to adequately form, support and brace

concrete and to provide finishes that match adjacent surfaces.

- K. Epoxy Grout
 - 1. Sikadur 32, Hi-Mod LPL epoxy mixed with silica sand.
- L. Patch Anchors
 - 1. Stainless steel spikes by Powers Rawl.

PART 3 EXECUTION

3.1 GENERAL

- A. Prior to the start of work, the Contractor shall survey areas to receive repair concrete to determine locations and approximate quantity of material.
- B. Prior to start of excavations, perform an on-site review of the work areas with the Owner. Provide a minimum of 2 working days' notice prior to the requested review day.
- C. Prior to performing operations such as jack hammer work, the Contractor shall make a careful and thorough survey of the underside of the level on which he intends to work and shall remove all loose soffit concrete which may fall as a result of those operations. The Contractor shall also be responsible for posting all signs and erecting all barricades as necessary to prevent pedestrians and vehicles from entering the area below hazardous work.
- D. During concrete removal work, Contractor shall not damage existing mild steel reinforcement. Mild steel reinforcement that is damaged by the Contractor, as determined by the Owner, shall have a new reinforcing bar the same size as the damaged bar lapped to each side of the damaged area. Lap lengths shall be determined by ACI 318. Cost of new reinforcing bar, concrete removal and patching for lap length shall be borne by the Contractor.
- E. It is intended that the existing reinforcement steel exposed during the work shall remain in place (unless noted on Drawing for removal) and undamaged during removal of the unsatisfactory concrete. Tie loose reinforcement bars in place in an approved manner prior to placing patch mix. If the reinforcement is deteriorated, as determined by the Owner, the Owner may direct that it be replaced and spliced in accordance with ACI splice and development requirements for reinforcement bars. Additional concrete removal may be required to expose undamaged reinforcing. If required, compensation will be made in accordance with the established Unit Prices.
- F. Concrete placement for patches or overlays on sloping surfaces shall begin on the low elevation end and proceed upwards to the high elevation end.
- G. Control joints to be either tooled or sawed into concrete slab. Confirm control joint pattern with Owner prior a minimum of 24 hours prior to placement of concrete. Tooled joints are

to be cut while concrete is wet. Sawed joints to be cut within 6 hours of slab placement before slab begins to crack.

3.2 PREPARATION

A. Protection

1. Contractor shall protect all open excavations, and reinforcing therein, from damage due to mechanical disturbance, weather conditions or other causes.
2. Contractor shall protect occupied areas below the work area during all phases of the work including removal, preparation and placement of materials.
3. Provide barricades to close areas immediately below the work area. Coordinate the time closing of required areas with the Owner.

3.3 CONCRETE FLOOR REPAIR PROCEDURE

- A. Refer to the Drawings for repair details. Contractor shall sound the concrete deck using chain drag method and hammer survey to identify the limits of deteriorated concrete within the Work Area. Mark with paint each area to be repaired. Location of paint marks must be approved by the Owner's representative.
- B. Before removal of floor concrete within a Work Area, the Contractor and the Owner's representative will record the area bounded by the paint marks. Take measurements to the nearest inch in such a way that results in a total plan area at each location.
- C. Contractor and Owner's representative shall affix their signatures to each measurement sheet completed, attesting to the agreed-upon accuracy of the measurements. Furnish copies of measurement sheets to both parties for their records.
- D. Sum and calculate the total repair area to yield total square feet. Measurements are the sole basis for calculation of final payment, based upon the item's unit price. Refer to Section 012200 and Section 012900. Base unit price on the area of the repair and the depths indicated on the repair details.
- E. Remove floor concrete within the Work Area by conventional chipping methods.
- F. Conventional Chipping Method
 1. Sawcut the concrete deck surface along the perimeter of the paint marks which define the removal area. Do not cut existing reinforcement. Depth of sawcuts shall be 3/4 inch. Cut perimeter of removal area before beginning chipping hammer work. Do not over cut corners of patch area.
 2. Perform concrete removal with no larger than 18 pound chipping hammers.
 3. Begin concrete removal at the center of the removal area and work towards the sawcut perimeter. Maintain vertical sawcut edge at perimeter. Re-saw if necessary, to maintain required edge.

4. Contractor shall use due diligence to perform concrete chipping operation in a manner to avoid punching through slab. Means such as utilizing wide chipping blades and performing chipping procedures on a low angle are recommended.
- G. The surface of the sound, exposed concrete shall be relatively flat with 1/4" amplitude over the repair area for new concrete patches and overlays. Contractor is responsible for ensuring that the final concrete repair area is sound.
- H. Within 24 hours of concrete repair material placement, media blast the excavation and the immediately adjacent surface. Reinforcing steel shall be cleaned to a SSPC-SP6 condition unless otherwise indicated.
- I. After completion of all cleaning operations, blow-out excavations with oil-free and water-free compressed air. Previously cleaned excavations that are subjected to contamination must be re-cleaned.
- J. The Owner will inspect excavations prior to coating reinforcing steel. Final touch-up of excavations and reinforcing steel shall be performed before proceeding.
- K. Within 8 hours after cleaning, coat all surfaces of exposed steel with one coat of bar coating. Allow coating to become tack free before proceeding with second coat.
- L. Apply second coat of bar coating to previously coated steel. Do not apply coating to substrate or allow coating to puddle in low areas of excavation.
- M. Thoroughly saturate all concrete surfaces to be in contact with new concrete as necessary to provide a saturated surface dry condition.
- N. Just prior to concrete placement blow-down area with oil-free compressed air to remove standing and puddled water.
- O. Place Patch Material Type A in the excavations. Vibrate new patch material to ensure consolidation in maximum-depth areas and at the excavation's perimeter. Screed material flush with adjacent surfaces and finish with a float or light trowel.
- P. After finishing, fog concrete surfaces with water using approved fog spray device (hose not permitted) to prevent surface drying prior to start of curing.
- Q. Cure Patch Material Type A in accordance with manufacturer's written instructions.

3.4 OVERHEAD AND VERTICAL REPAIR PROCEDURE

- A. Refer to the Drawings for repair details. Contractor shall sound overhead and vertical concrete surfaces using hammer sounding techniques to identify the limits of deteriorated concrete within the Work Area. Mark with paint each area to be repaired. Location of paint marks must be approved by the Owner's representative.
- B. Before removal of overhead or vertical concrete within a Work Area, the Contractor and the Owner's representative will record the area bounded by the paint marks. Take measurements to the nearest inch in such a way that results in a total plan area at each

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location.

- C. Contractor and Owner's representative shall affix their signatures to each measurement sheet completed, attesting to the agreed-upon accuracy of the measurements. Furnish copies of measurement sheets to both parties for their records.
- D. Calculate and sum the total repair area to yield total square feet. Measurements are the sole basis for calculation of final payment, based upon the item's unit price. Refer to Section 012200 and Section 012900. Base unit price on the area of the repair and the depths indicated on the repair details.
- E. Remove concrete within the Work Area by conventional chipping methods.
- F. Conventional Chipping Method:
 - 1. Saw cut the concrete surface along the perimeter of the paint marks which define the removal area. Do not cut existing reinforcement. Depth of saw cuts shall be 1/2 inch. Cut perimeter of removal area before beginning chipping hammer work. Do not over cut corners of patch area.
 - 2. Perform concrete removal with no larger than 18-pound chipping hammers.
 - 3. Begin concrete removal at the center of the removal area and work towards the saw cut perimeter. Maintain vertical saw cut edge at perimeter. Resaw if necessary, to maintain required edge.
 - 4. Contractor shall use due diligence to perform concrete chipping operation in a manner to avoid punching through a slab. Means such as utilizing wide chipping blades and performing chipping procedures on a low angle are recommended.
- G. The surface of sound, exposed concrete shall be relatively flat with a 1/4" amplitude over the repair area. Contractor is responsible for ensuring that the final concrete repair area is sound.
- H. Within 24 hours of concrete repair material placement, media blast the excavation and the immediately adjacent surface. Reinforcing steel shall be cleaned to a SSPC-SP6 condition unless otherwise indicated.
- I. After completion of all cleaning operations, blow-out excavations with oil-free and water-free compressed air. Previously cleaned excavations that are subjected to contamination must be re-cleaned.
- J. The Owner will inspect excavations prior to coating reinforcing steel. Final touch-up of excavations and reinforcing steel shall be performed before proceeding.
- K. Within 8 hours after cleaning, coat all surfaces of exposed steel with one coat of bar coating. Allow coating to become tack free before proceeding with second coat.
- L. Apply second coat of bar coating to previously coated steel. Do not apply coating to substrate.

- M. Maintain all concrete surfaces of repair areas in a wet condition to provide a surface saturated dry condition.
- N. Just prior to material placement, blow-down area with oil-free compressed air to remove any standing water near vertical repair locations.
- O. Place Patch Material Type B in the excavations per manufacturer's written instructions. Vibrate new patch material at vertical repairs to ensure consolidation in maximum-depth areas. Screed material flush with adjacent surfaces and finish with a light trowel.
- P. After finishing, fog concrete surfaces with water using approved fog spray device (hose not permitted) to prevent surface drying prior to start of curing.
- Q. Cure Patch Material Type B in accordance with manufacturer's written instructions.

3.5 FIELD QUALITY CONTROL

- A. All excavations shall be inspected and approved prior to placing concrete. The Contractor shall notify the Owner 2 working days in advance of required inspection.
- B. Notify the Owner at least 2 working days prior to placing concrete.
- C. Acceptance of Structure
 - 1. Acceptance of Structure shall be in accordance with ACI 301 Chapter 18.
 - 2. Contractor shall bear all costs of correcting rejected work, including the cost of Owner's services thereby made necessary.

3.6 CLEANING

- A. Empty containers shall be removed from the structure at the end of each working day. Cloths soiled with adhesive materials that might constitute a fire hazard shall be placed in suitable metal safety containers or shall be removed from the structure at the end of each working day. Special care shall be taken in storage of disposal of flammable materials. Comply with health, fire and environmental regulations.
- B. All spilled materials shall be completely removed from hardware, adjacent floor areas, metal work, etc. Remove spilled coating by approved methods.
- C. Repaint in matching color all curbs, columns, walls, etc., where existing paint was removed during preparation of adhesive materials installations.
- D. All hardware, adjacent floor areas, metal work, etc., and the general premises shall be left clean and free of all construction dust, dirt and debris.

END OF SECTION

DIVISION 03 – CONCRETE
SECTION 036423
EPOXY INJECTION REPAIRS

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes

1. All labor, material, equipment, special tools, and services required to complete the work required for the project as indicated on the Drawings and in the Specifications, including but not limited to:
 - a. Inspection of concrete surfaces to receive epoxy injection.
 - b. Epoxy injection of concrete surfaces.
 - c. Cleaning of concrete surface after completion of epoxy injection.

B. Related Sections

1. Section 015600: Barriers

1.2 QUALITY ASSURANCE

A. Qualifications

1. The injection contractor shall be approved by the epoxy injection resin manufacturer.
2. The injection contractor shall certify that lead personnel (Field Superintendent and Foreman) in charge of the work have a minimum of three (3) years' experience in supervising injection work. This experience shall include the supervision of at least three (3) injection projects of similar size and type as this project.
3. The Contractor shall furnish to the Engineer upon request, the names of reference projects for which lead personnel held supervisory positions.
4. The Owner reserves the right to request different lead personnel if, in the Owner's opinion, those assigned to the project are not qualified by way of experience or ability to perform the work. Contractor shall comply with Owner's request at no cost to the Owner.
5. Provide material samples taken from the mixing head to verify mixing ratio and resin cure time. Sample equipment daily and record time, date and location of repair where sample was taken on the sample container. Turn samples over to Engineer at regular intervals. Sample containers shall be clean, dry, and acceptable to the Engineer. Sample shall be no more than 1/8-inch-thick in its least dimension.
6. The minimum concrete surface temperature for epoxy injection work shall be 40° F. When conditions warrant, Contractor shall monitor the concrete surface temperature

of the areas to be injected on the affected days. When concrete surface temperatures are 40° F or lower, perform no injection work. Surface seal work is allowed if the sealer is suitable for work at those temperatures.

7. The Contractor shall comply with all Federal, State and Municipal laws, codes, ordinances and regulations applicable to the Work in this Contract and also with all requirements of the National Fire Protection Association, the National Electric Code, and the Occupational Safety and Health Administration (OSHA). If the above laws, codes or ordinances conflict with this Specification, then the laws, codes or ordinances shall govern, except in such cases where the Specification exceeds them in quality of materials or labor, then the Specifications shall be followed.

1.3 DELIVERY, STORAGE, AND HANDLING

A. Packing, Shipping, Handling and Unloading

1. Deliver materials to job site in sealed, undamaged containers/packaging.

B. Storage and Protection

1. Protect materials in a dry place, off ground and under cover to protect them from moisture and other damage.
2. Do not use materials showing evidence of water or other damage.
3. Storage and handling of materials shall conform to the requirements of the applicable safety regulatory agencies.
4. Storage areas shall be heated or cooled as required to maintain the temperatures within the range recommended by the manufacturer.

1.4 PROJECT CONDITIONS

A. Environmental Requirements

1. Install epoxy injection materials in strict accordance with all safety and weather conditions required by product literature or as modified by applicable rules and regulations of Local, State and Federal authorities having jurisdiction.
2. Fumes and dust shall be controlled to prevent harmful or undesirable effects in surrounding areas. Do not allow fumes, dirt, dust or debris to enter building.
3. When toxic or flammable solvents are used, the Contractor shall take all necessary precautions as recommended by the manufacturer. In all cases, the handling and use of toxic or flammable solvents, including adequate ventilation and personal protective equipment, shall conform to the requirements of the applicable safety regulatory agencies.

1.5 WARRANTY

- A. Completed installation shall be warranted for a period of 2 years against debonding or

cracking or injection material.

PART 2 PRODUCTS

2.1 MATERIALS

- A. Epoxy Injection Resin, approved manufacturers:
 - 1. Prime Rez 1100 High Mod LV by Prime Resins.
 - 2. Sikadur 52 by Sika Corporation.
 - 3. Denepox I-300, by DeNeef Construction Chemical Inc.
 - 4. MasterInject 1500 by BASF.

2.2 EQUIPMENT

- A. The equipment used to inject the resin shall be capable of the following:
 - 1. Automatic proportioning of the materials within the maximum ratio tolerances set by the manufacturers of the resin.
 - 2. Delivery of components, resin and hardener, from separate reservoirs to a mixing discharge head.
 - 3. Complete and uniform mixing of components at the discharge head.
 - 4. Equipment shall be rated for injection of resin materials at constant pressures up to 200 psi.

PART 3 EXECUTION

3.1 GENERAL

- A. The minimum concrete surface temperature for injection work shall be 40° F. When conditions warrant, Contractor shall monitor the concrete surface temperature of the areas to be injected on the affected days. When concrete surface temperatures are 40° F or lower, perform no injection work.

3.2 PREPARATION

- A. Before repair work begins, clean cracks free of loose matter, dirt, laitance, oil, grease, salt, and other contaminants which would inhibit bond of the injection resin.
- B. Before injection of the crack, apply a surface seal material to the face of the crack. The surface seal material shall be a quick setting epoxy gel or a thermoplastic and must have adequate strength and adhesion to confine the injection resin until the resin is cured.
- C. Place entry ports in the surface seal along the crack. The distance between entry ports shall not be less than the thickness of the concrete member being repaired.

3.3 INSTALLATION

- A. Begin injection at a pressure of 10 psi and increase gradually as needed to allow the

injection resin to flow into crack and rise to the next port. Injection pressures shall not exceed 75 psi without the approval of the Engineer.

- B. Begin injection of the resin into each crack at the lowest entry port or at the extreme end of a horizontal crack. The appearance of resin at the next port will be considered evidence of adequate filling of the crack, at which the injection procedures shall be moved incrementally to the next port, capping the previous ports. Carefully monitor the injection pressure and resin flow to avoid damage to the delaminated concrete. Concrete damaged by the injection procedure shall be repaired or replaced as directed by the Engineer at no cost to the Owner.
- C. After curing of injection resin, remove excess resin from exposed wall and floor surfaces with sharp-sided tool such as a putty knife or trowel. Leave exposed wall surface in a clean, flat condition. Cured resin may be sanded if necessary.

3.4 FIELD QUALITY CONTROL

- A. Provide material samples taken from the mixing head to verify mixing ratio and resin cure time. Sample equipment daily and record time, date and location of repair where sample was taken on the sample container. Turn samples over to the Owner at regular intervals. Sample containers shall be clean, dry, and acceptable to the Owner. Sample shall be approximately 1 inch thick in its least dimension. Samples to be taken in small cup. Interior of cup to be dampened with clean water prior to taking resin sample.
- B. During the work the contractor shall keep daily records. Record on a set of prints at each repair location:
 - 1. The date of injection.
 - 2. Injection material type.
 - 3. Surface temperature when 45° F or lower
 - 4. Width of crack prior to injection.
- C. Turn records over to Owner at completion of injection work.

3.5 CLEAN-UP

- A. Upon completion of work, remove all excess materials, dust, debris and rubbish created by this work from the job site.

END OF SECTION

DIVISION 04 MASONRY
SECTION 040100
MASONRY REPAIR

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes

1. All labor, material, equipment, special tools, and services required to complete the work required for the project as indicated on the Drawings and in the Specifications, including but not limited to:
 - a. Inspection of masonry surfaces.
 - b. Salvage existing brick wall as indicated by the drawings.
 - c. Brick patching as designated by Engineer.
 - d. New brick as indicated by the drawings.
 - e. Repointing of mortar joints as designated by the Engineer.
 - f. Provide temporary support as required for support of existing masonry to remain.
 - g. Temporary protection of doors, windows, roof areas, and interior spaces during construction.
 - h. Provide access to work area for Owner representative or Engineer.

B. Related Sections

1. Section 012200: Unit Prices.
2. Section 012900: Payment Procedures.
3. Section 055000: Miscellaneous Metals.

1.2 REFERENCES

A. American Concrete Institute (ACI)

1. ACI 530 – Building Code Requirements for Masonry Structures.
2. ACI 530.1 – Specifications for Masonry Structures.

B. American Society for Testing and Materials (ASTM)

1. ASTM C90 – Standard Specification for Load Bearing Concrete Masonry Units.
2. ASTM C91 – Standard Specification for Masonry Cement.
3. ASTM C144 – Standard Specification for Aggregate for Masonry Mortar.

4. ASTM C150 – Standard Specification for Portland Cement.
 5. ASTM C216 – Standard Specifications for Facing Brick (Solid Masonry Units Made from Shale or Clay).
 6. ASTM C207 – Standard Specification for Hydrated Lime for Masonry Mortar.
 7. ASTM C270 – Standard Specifications for Mortar in Unit Masonry.
 8. ASTM C404 – Standard Specification for Aggregate for Masonry Grout.
 9. ASTM C780 – Standard Test Method for Preconstruction and Construction Evaluation of Mortars for Plain and Reinforced Unit Masonry.
- C. Brick Institute of America (BIA)
1. Technical Note 20 – Cleaning Brick Masonry.
 2. Technical Note 46 – Maintenance of Brick Masonry.

1.3 DEFINITIONS

- A. "Damaged brick" as used herein means masonry units that are loose, cracked, split, or spalled, except isolated bricks with hair line cracks.
- B. "Defective mortar" as used herein means mortar joints that are loose, crack, split, spalled, delaminated, soft, or missing.
- C. "Salvaged brick" as used herein means existing masonry units that are removed, cleaned, and reused or returned to the Owner.
- D. "Hairline crack" as used herein means cracks measuring less than 1/32 inch limited to the surface of the masonry unit.
- E. "Tight crack" as used herein means cracks measuring less than 1/16 inch limited to the surface area of the masonry unit.
- F. "Masonry foreman" as used herein means technically competent employee identified as supervising all masonry work included in this Specifications section and the Drawings.
- G. "Brick" or "Unit" as used herein means all clay fired masonry units included in this Specifications section and the Drawings.
- H. "CMU" or "Block" as used herein means concrete masonry unit included in this Specifications section and the Drawings.

1.4 SUBMITTALS

- A. Product
 1. Brick samples.
 2. Submit manufacturer's standard literature for all manufactured products specified herein or on Drawings.

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3. Submit color charts or samples for all specified materials that are available in a range of colors. Obtain color selection from Owner prior to ordering materials.
4. Submit mix design for masonry mortar.

B. Mason

1. Resume of Mason's foreman.

C. Closeout

1. Upon completion of the Work and prior to final payment, provide fully executed warranties.

1.5 QUALITY ASSURANCE

- A. The Contractor shall comply with all Federal, State and Municipal laws, codes, ordinances, and regulations applicable to the Work in this Contract and also with all requirements of the National Fire Protection Association, the National Electric Code, and the Occupational Safety and Health Administration (OSHA). If the above laws, codes or ordinances conflict with this Specification, then the laws, codes or ordinances shall govern, except in such cases where the Specification exceeds them in quality of materials or labor, then the Specifications shall be followed.

B. Bidder's Qualifications

1. Contractor shall have at least 5 years' experience of historical masonry restoration of similar scope and size specified herein and indicated on Drawings.
2. Mason's foreman shall have supervised at least three historical masonry restoration projects of similar magnitude and type.

C. Installation

1. Mason's foreman shall be on site during 90% of all masonry work. Masonry work identified as not being installed under the direct supervision of Mason's foreman shall be subject to removal and replacement, at the direction of the Owner.
2. All Mason foreman activities shall be dedicated to 100% of masonry work. Mason's foreman to supervise work and not actively complete masonry work.

D. Mock-up

1. Mason's foreman and crew assigned to project to complete all mock-ups. All masons working on the job are to review the approved mock-ups prior to beginning work on the project.
2. Brick Salvage
 - a. Mock-up to demonstrative removal technique and document salvage percentage.

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- b. Provide examples of salvaged cleaned brick.
 - 3. Brick Patch
 - a. Provide mock-up of brick patch 2'-0" x 2'-0". Patches to be located on the structure and coordinated with the Owner.
 - b. Mock-up to demonstrate removal of existing brick, installation and blending of new brick with salvaged brick, and cleaning.
 - c. Approved patch to be maintained as reference.
 - 4. Repointing
 - a. Provide mock-up of repointing in an area 3'-0" x 3'-0". Owner to locate mock-up area.
 - b. Mock-up to demonstrate cleaning of joint, installation of new mortar, and mortar color and texture.
 - c. Approved mock-up to be maintained as reference.
 - E. Single-Source Responsibility for Masonry Units: Obtain exposed masonry units of a uniform texture and color, or a uniform blend within the ranges accepted for these characteristics, from one source and by a single manufacturer for each different product required.
 - F. Single-Source Responsibility for Mortar Materials: Obtain mortar ingredients of a uniform quality, including color for exposed masonry, from one manufacturer for each cementitious component and from one source or producer for each aggregate.
 - G. Contractor will provide access to all work areas during normal working hours for the Owner and the Engineer to review the progress and quality of work.
- 1.6 DELIVERY, STORAGE, AND HANDLING
- A. Packing, Shipping, Handling and Unloading
 - 1. Deliver materials to job site in sealed, undamaged containers/packaging.
 - B. Storage and Protection
 - 1. Protect materials in a dry place, off ground and under cover to protect them from wetting, staining, chipping, and other damage.
 - 2. Do not use materials showing evidence of water or other damage.
- 1.7 PROJECT CONDITIONS
- A. Environmental Requirements
 - 1. Maintain materials, structure surfaces and surrounding air to a minimum temperature of 40 degrees F. for a period of 48 hours before the start of work and 72 hours after completion of work.

2. Conform to manufacturer's specific requirements.

1.8 SEQUENCE

- A. Complete all masonry repairs prior to repairing window cove sealant joint.
- B. Complete brick removal and replacement work prior to placing new architectural precast pilaster pieces.
- C. Do not allow replacement work to delay precast work and adversely affect the overall project schedule.

1.9 WARRANTY

- A. Provide two (2) year warranty on all workmanship and materials unless otherwise specified.

PART 2 PRODUCTS

2.1 MATERIALS

A. Brick Masonry Units

1. Salvage brick where possible for all repairs.
2. New Units
 - a. Units conforming to ASTM C216, Grade SW.
 - b. Size, color, blend, and texture to match existing as selected by Owner.
 - c. New bricks must match size and profile of existing bricks. Special order and lead time must be accounted for in material procurement.

B. Mortar

1. General: DO NOT use admixtures, including color pigments, air-entraining agents, accelerators, retarders, water-repellent agents, antifreeze compounds, or other admixtures unless approved, in writing, by the Architect/Engineer.
 - a. Do not use calcium chloride in mortar.
 - b. Do not use cold-weather admixtures in mortar
2. Petrographic Mortar Analysis:
 - a. Contractor responsible for obtaining a mortar sample.
 - b. Contractor responsible for completing a petrographic mortar analysis with chemical analysis to determine the original mortar proportions.
 - c. Testing shall be based on ASTM C1324-15, Standard Test Method for Examination and Analysis of Hardened Masonry Mortar.
3. Mortar provided shall be based on the petrographic analysis or an acceptable prepackaged mortar meeting the petrographic analysis.

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- a. Prepackaged Mortar: ASTM C270, type N or determined by Petrographic Mortar Analysis, cement-lime mortar, containing non-staining grey or white (as appropriate) Portland Cement per ASTM C150, Type I or II and hydrated lime per ASTM C207, Type S
 - 1) Masonry cements are prohibited.
 4. Mortar Aggregate: ASTM C144, standard masonry type.
 5. Water: Clean and potable.
 6. Mortar Color: As selected by Owner from manufacturer's standard colors to match existing.
 7. Masonry cements are prohibited.
 - C. Water: Clean and potable.
- 2.2 ACCESSORIES
- A. Wall Ties
 1. Exterior Brick Repair
 - a. Adjustable 304 Stainless steel 3/16" diameter triangle wire ties with 14 gage screw-on plates. Attach with tapcon screws.
 - b. Basis of Design: Heckmann Building Products, Inc.
 - 1) No. 315 Screw-On Anchor Plate 1-1/4" wide by 6" long with two 1/4" dia. holes.
 - 2) No. 316 Triangle Ties.
 2. Supplemental Wall Ties
 - a. Helix type friction pin, stainless steel anchor. Length to be determined by contractor, minimum embedment 4" into concrete masonry block.
 - 1) Basis of Design: Spira-Lock by Hohman & Barnard.
 - 2) Acceptable Manufactures:
 - (a) Stitch-Tie by Prosoco.
 - (b) Heckmann.
 - (c) Helifix.
 - B. Flashing
 1. Self-Adhering, pre-cured, non-asphaltic, 40 mil membrane:
 - a. Acceptable products:
 - 1) Sure-Seal EPDM by Carlisle.

- 2) Textroflash by Hohmann & Barnard, Inc.
 - 3) Enverge Flashgard SA by Firestone Building Products.
2. Termination Bar: 1" wide by 1/8" thick stainless steel bar prepunched at 6" on center to accept 1/4" diameter anchors.
- C. Anchors for Attachment of Veneer Brick Ties and Termination Bars to:
1. Masonry: Hilti HIT anchor – 1/4" by 1 1/4" long with stainless steel drive pin.
 2. Steel: Kwik-Pro Self-Drilling Screw by Hilti. 12-24 HWH #5 with Kwik-Cote finish.
- D. Weep Cords: 3/8 inch diameter cotton blend woven cord without plastic jacket or core. Minimum 60% cotton content.
- E. Reinforcing bar: #4 Bar. All reinforcing steel shall have a minimum of Fy of 60 ksi.
- F. Masonry Cleaner
1. General Masonry Cleaner
 - a. Enviro Klean SafRestorer by Prosoco.
 - b. 101G by Diedrich Technologies.
 2. Repointing Cleaner
 - a. ProSoCo., Inc., Sure Klean Vana Trol.
 - b. Diedrich Technologies, 202V Vana-Stop.

2.3 MIXES

A. Mortar

1. Batch Control: Measure and batch materials either by volume or weight, such that the required proportions for mortar can be accurately controlled and maintained. Measurement of sand materials by shovel will not be permitted.
2. Mix mortars with the maximum amount of water consistent with workability to provide maximum tensile bond strength within the capacity of the mortar.
3. Do not use mortar that has begun to set, or if more than 2 hours has elapsed since initial mixing. Retemper mortar during 2 hour period as required to restore workability.
4. Do not lower freezing point of mortar by use of admixtures or anti-freezing agents.
5. Chloride containing additives are prohibited.
6. Air content shall not exceed 12 percent.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Prior to the start of work, examine surfaces intended to receive the specified work and note conditions or defects that will adversely affect the execution and/or quality of the work.
- B. Notify Owner in writing of any such conditions or defects. Do not begin work until unsatisfactory conditions are corrected. Failure to notify Owner prior to beginning work constitutes acceptance by Contractor of the surfaces and conditions under which the work is to be performed, and acceptance by Contractor for the performance of the work.

3.2 PREPARATION

A. Protection

- 1. Provide temporary protection during the course of the work to prevent water entry into the structure and walls and to maintain the structure in a weather tight condition. Ensure that protection is in place and watertight before ending day's work.
- 2. Be prepared for unexpected weather changes so that temporary protection can be quickly installed.
- 3. Protect all existing adjacent surfaces that are to remain and are not included in the work of this Section.
- 4. Provide safeguards from work of this Section for pedestrian traffic and adjacent property. Do not permit drift of dust or liquids.
- 5. Use safeguards recommended by manufacturers of products specified herein for personnel handling and applying said materials.
- 6. Protect surrounding areas from construction activities, dirt, dust, and debris.

3.3 MASONRY UNIT PRICE REPAIR PROCEDURE

- A. Examine area of damaged brick and defective mortar and establish boundaries of repair with Owner representative. Label areas with temporary marks that can be cleaned when work is complete. Do NOT use spray paint as temporary marking unless approved by the Owner.
- B. Before removal of brick within a Work Area, the Contractor and the Owner's representative will record the area bounded by the marks. Take measurements to the nearest inch in such a way that results in a total area, lengths, or units at each location.
- C. Contractor and Owner's representative shall affix their signatures to each measurement sheet completed, attesting to the agreed-upon accuracy of the measurements. Furnish copies of measurement sheets to both parties for their records.
- D. Sum and calculate the total repair area to yield total square feet, linear feet, or unit. Measurements are the sole basis for calculation of final payment, based upon the item's unit price. Refer to Section 012200 and Section 012900. Base unit price on the area of the repair and the depths indicated on the repair details.

- E. Complete masonry repairs per Drawing details and Specifications.

3.4 MASONRY WORK

A. General

1. Cut masonry units with motor-driven saw designed to cut masonry with clean, sharp, unchipped edges. Cut units as required to provide pattern shown and to fit adjoining work neatly. Use full unit without cutting wherever possible. Use dry cutting saws to cut concrete masonry units.
2. Lay out walls in advance for accurate spacing of surface running bond patterns with uniform joint widths and to properly locate openings, movement type joints, returns and offsets.
3. Wet clay bricks that have ASTM C67 initial rates of absorption (suction) of more than 0.71 gm/square inch per minute.
4. During construction, cover top of work with waterproof sheeting at end of each day's work. Extend cover down face of work and hold securely in place.
5. Prevent mortar or soil from staining face of masonry to be left exposed. Immediately remove mortar in contact with such masonry. Protect base of walls from mortar splatter by means of coverings spread on and over wall surface. Protect sills, ledges and projections from mortar droppings.
6. Tolerances
 - a. Maximum Variation from Plumb: 1/8 inch maximum.
 - b. Maximum Variation from Level Coursing: 1/8 inch in 3 ft. and ¼ inch in 10 ft; ½ inch in 30 ft.
 - c. Maximum Variation of Joint Thickness: 1/8 inch in 3 ft.
 - d. Maximum Variation from Cross Sectional Thickness of Walls: ¼ inch.
7. Coursing
 - a. Establish lines, levels, and coursing indicated. Protect from displacement.
 - b. Maintain masonry courses to uniform dimension. Form vertical and horizontal joints of uniform thickness.
 - c. Brick Masonry Units
 - 1) Coursing: running bond.
 - 2) Exposed Mortar Joints: Concave.

B. Mortar Mixing

1. Mix mortar in accordance with manufacturer's instructions.

2. Maintain sand uniformly damp immediately before mixing process.
3. Add admixtures in accordance with manufacturer's instructions. Provide uniformity of mix and coloration.

C. Mortar Bedding and Jointing

1. Lay masonry units with completely filled bed and head joints. Butter ends with sufficient mortar to fill head joints and shove into place. Do not slush head joints.
2. Remove excess mortar as work progresses.
3. Interlock intersections and external corners unless otherwise indicated.
4. Do not shift or tap masonry units after mortar has achieved initial set. Where adjustment must be made, remove mortar and replace.
5. Rack back ½ unit length in each course; do not tooth unless otherwise shown on Drawings.
6. Keep cavity between brick and substrate clean and free of debris, mortar fins and droppings.
7. Keep vertical control and expansion joints clear of mortar and debris.

D. Anchoring of Masonry Work

1. Provide one anchor attached to backup masonry per 1.8 sq. ft. of wall area (16 inches vertically and horizontally).
2. Brick anchors to extend minimum of 2-1/2", maximum of 3" into mortar joint.
3. Portion of anchors extending into masonry shall be completely embedded in mortar.

E. Damaged Flashing

1. If flashing is encountered and damaged repair per the following methods:
 - a. Install flashing per manufacturer's recommendations and published details.
 - b. Seal flashing around penetrations to provide a watertight installation with materials recommended by the flashing manufacturer.
 - c. Maintain flashing watertight at inside and outside corners. Fabricate corners with materials and methods as detailed by the manufacturer.
 - d. Provide watertight end dams per manufacturer's details where flashing terminates at existing construction.
 - e. Terminate top edge of flashing with sealant as provided by the manufacturer and with a continuous termination bar. Refer to detail on Drawings.

3.5 BRICK SALVAGE

- A. Carefully remove existing masonry units from area designated on the drawings or

Engineer.

- B. Do not damage existing wall components such as but not limited to ties, flashing, water proofing, and backup materials. Notify engineer immediately if wall components is damaged. Engineer will provide a fix and Contractor to complete fix at no cost to the Owner.
- C. Clean masonry unit of all existing mortar.
- D. Do not chip or damage exterior finished face during cleaning of brick.
- E. Palletized cleaned brick for use on the project. Unused brick to be turned over to the Owner at the end of the job.
- F. Brick to be salvaged at a rate of 90% undamaged useable bricks.

3.6 BRICK PATCHING

A. Brick Unit Repair

- 1. Brick unit repair for to include less than eight (8) brick in one (1) repair area.
- 2. Remove damaged masonry units in a manner that does not damage adjacent masonry units or substrate.
- 3. If necessary, remove adjacent undamaged bricks to complete repair. The undamaged bricks are to be carefully removed, salvaged, and reset with repair. Brick units removed to gain access to identified deteriorated brick will not be included in unit cost quantities unless approved by Engineer prior to the start of work.
- 4. Provide anchors as required.
- 5. Provide new units to match adjoining units and install in fresh mortar, pointed to eliminate evidence of patching.

B. Brick Square Foot Repair

- 1. Brick square foot repair for repair areas greater than 7 brick.
- 2. Remove damaged masonry units in a manner that does not damage adjacent masonry units or substrate.
- 3. If necessary, remove adjacent undamaged bricks to complete repair. The undamaged bricks are to be carefully removed, salvaged, and reset with repair. Brick units removed to gain access to identified deteriorated brick will not be included in unit cost quantities unless approved by Engineer prior to the start of work.
- 4. Tooth in bricks into repair area.
 - a. Priority of brick placement:

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- 1) Small patches - blend of salvage brick.
 - 2) Large patches (infill for door/window openings) – blend of salvage brick. If a blend of salvage brick is not available blend new bricks.
5. Provide anchors as required.
 6. Provide new units to match adjoining units and install in fresh mortar, pointed to eliminate evidence of patching.
- 3.7 MASONRY REPOINTING
- A. During the repointing of joints, enlarge any voids or holes, except weep holes, and completely fill with mortar.
 - B. Cut out mortar in joints to a minimum depth of 3/4" or until sound mortar is encountered, whichever is greater. Remove mortar with hammer and chisel, or with grinders equipped with integral dust extraction system. Dust and debris created by mortar removal must be contained and collected.
 - C. When cutting is complete, hand wire bush joint and remove remaining residual dust and loose material by vacuuming.
 - D. Premoisten joint and install new mortar. Pack tightly in two, 3/8 inch layers. Where depth of new mortar exceeds one inch, install in maximum 3/8 inch layers.
 - E. Finish to a smooth, compact, joint to match existing surrounding joints.
 - F. Remove excess mortar and mortar smears as work progresses. Dry brush at the end of each day's work. Do not allow excess mortar or mortar smears to dry on the face of new or existing brick.
- 3.8 CLEANING
- A. General
 1. Prior to cleaning review with manufacturer's representative masonry substrate condition. Notify Engineer immediately if conditions exist that may be detrimental to the success of the cleaning and possible damage to substrate.
 2. Clean all face brick with cleaning solution per manufacturer's recommendations and instructions.
 - a. Comply with BIA Technical Note 20 for cleaning of brick.
 - b. Provide a general and masonry repair cleaning.
 3. Protect structure surfaces and landscaping below during cleaning.
 4. Provide adequate protection of all surrounding surfaces not intended to be cleaned from damage (surface blemish, staining, etching, etc.) due to preparation and cleaning procedures. Repair damage at no cost to the Owner.

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5. Provide adequate protection of adjacent brick not being cleaned during a specific cleaning operation. Repair damage at no cost to the Owner.

B. Masonry Repair Cleaning

1. Unless noted otherwise, clean all brick surfaces with repointing cleaner to remove excess mortar, mortar smears and stains after completion of repointing and repair work.
2. Use non-metallic tools in cleaning operations. Remove large pieces of mortar using wood paddles and scrappers.
3. Clean areas of new mortar no earlier than 14 days nor later than 28 days after completion of work.
4. Clean ground area of masonry materials, rubble, and debris.

END OF SECTION

DIVISION 05 – METALS
SECTION 055000
MISCELLANEOUS METALS

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes

1. All labor, material, equipment, special tools, and services required to complete the work required for the project as indicated on the Drawings and in the Specifications, including but not limited to:
 - a. Installation of supplemental steel supporting the stairs.
 - b. New brick steel lintels

B. Related Sections

1. Section 030100: Concrete Repairs.
2. Section 040100: Masonry Repairs.

C. References

1. The following codes and standards are hereby incorporated as part of the Project Specifications. These codes and standards including all supplements, apply to all miscellaneous metal work as if fully reproduced herein. Modifications in this Specification when in conflict with the referenced codes and standards, shall take precedence over the referenced codes and standards.
 - a. AISI Code of Standard Practice for Steel Buildings and Bridges, including the Commentary on the Code of Standard Practice.
 - b. AISC Code of Standard Practice for Steel Buildings and Bridges.
 - c. American Welding Society (AWS) Structural Welding Code – Steel.
 - d. ASTM A6 – General Requirements for Delivery of Rolled Steel Plates, Shapes, Sheet Piling and Bars for Structural Use.
 - e. ASTM A123 – Zinc (Hot Dipped Galvanized) Coatings on Iron and Steel.
 - f. ASTM A153 – Zinc Coating (Hot-Dip) on Iron and Steel Hardware.

D. Structural Steel Painting Council (SSPC)

1. Surface Preparation Specification No. 6 (SP6) – Commercial Blast Cleaning.

1.2 SUBMITTALS

- A. Submit literature for manufactured products, including manufacturer's specifications, test data and installation instructions.

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- B. Submit shop drawings for review of all fabricated items. Include complete details and schedules. Submit field measurements of existing conditions with shop drawings.

1.3 QUALITY ASSURANCE

- A. Steel Fabricator shall have not less than 5 years experience in the fabrication of miscellaneous steel.
- B. All welders, welding operators, tackers and inspectors shall be fully qualified in accordance with the requirements of the American Welding Society for the type of work they are to perform. Copies of certification shall be submitted prior to performing that work.
- C. Modifications to the AISC Code of Standard Practice
 1. Restoration drawings and details are to be used in place of more detailed structural steel plans. Requirements for structural steel work may be shown on restoration drawings and details.
 2. Contract drawings may be made to a scale less than 1/8-inch to the foot. With approval, shop drawings may also be made to a lesser scale.
 3. Section 4.2 is to be replaced with the following sections:
 - 4.2 Review of Shop Drawings - Shop drawings shall be made by the Contractor and submitted to the Owner for review. The Owner will endeavor to complete his review of a shop drawings submittal within 7 days of his receipt of a submittal. Shop drawings shall be returned noted: "No exceptions noted", or "Exceptions noted", or "Exceptions noted: revise and resubmit". Fabrication of material before the receipt of shop drawings for that material noted "No exceptions noted" shall be at the Contractor's risk.
 - 4.2.1 Review of shop drawings does not relieve the Contractor of the responsibility for: accuracy of detail dimensions: the general fit-up of parts to be assembled in the field; the ability to erect the material; the adequacy of any members or connections designed by the Contractor.
 - 4.2.2 Any notations by the Owner made on the shop drawings do not authorize additional compensation for the Contractor without the issuance of a formal change order.
- D. The Contractor shall comply with all Federal, State and Municipal laws, codes, ordinances and regulations applicable to the Work in this Contract and also with all requirements of the National Fire Protection Association, the National Electric Code, and the Occupational Safety and Health Administration (OSHA). If the above laws, codes or ordinances conflict with this Specification, then the laws, codes or ordinances shall govern, except in such cases where the Specification exceeds them in quality of

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materials or labor, then the Specifications shall be followed.

1.4 MATERIAL STORAGE AND HANDLING

- A. Protect metal from damage and deterioration.
- B. Support continuous lengths of material as necessary to keep from deflecting and bending.
- C. Store material off ground and keep covered and out of weather.

1.5 WARRANTY

- A. A warranty period of five (5) years shall be provided for all new steel fabrication and installation work performed under this Section, against defects, as determined by the Owner, including but not limited to weld failures, rust formation at field galvanized or painted surfaces, and embedment failures.

PART 2 PRODUCTS

2.1 MATERIALS

- A. Wide Flange Shapes: ASTM A992.
- B. Rolled Steel Plates, Shapes and Bars: ASTM A36.
- C. Steel Pipe: Steel pipe conforming to ASTM A53, Type E or S, Grade B.
- D. Steel Tubes: ASTM A500, Grade B
- E. Expansion Anchors: Stud Type
 - 1. Stud type with wedge meeting requirements of Federal Specification A-A 1923A, Type 4. Zinc plated in accordance with ASTM B633.
 - 2. Basis of Design: Kwik Bolt TZ Expansion Anchor by Hilti.
- F. Adhesive Anchors
 - 1. Injectable adhesive shall be used for installation of steel reinforcing dowels or threaded anchor rods into new or existing solid base materials, such as concrete, grout, stone or solid masonry. Only injection tools and static mixing nozzles as recommended by manufacturer shall be used.
 - 2. Basis of Design: HIT HY 200 Injection Adhesive Anchors by Hilti.
- G. Threaded Fasteners
 - 1. All-Thread Bars: Stainless steel, fully threaded bars meeting AISI 316.
- H. Welding: The Contractor shall determine, in accordance with AWS requirements, and submit to the Owner review, appropriate welding materials and procedures for the base metals involved for all welding in both new and existing structures.
- I. Galvanizing

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1. All materials, unless indicated "painted" or "plain", shall be hot dipped galvanized with a zinc coating of 2.00 oz./S.F. after fabrication conforming to ASTM A123.
2. Coating disturbed due to installation, welds and abraded areas shall be power tool cleaned and receive a spot coat of galvanizing repair paint applied per manufacturer's instructions.

J. Galvanizing Repair Paint

1. ZRC Cold Galvanizing Compound by ZRC Chemical Products Company.
2. LPS Cold Galvanize Corrosion inhibitor by LPS Laboratories, Inc.

2.2 FABRICATION

A. General

1. Fabricate items in accordance with AISC Specifications and as indicated on the final shop drawings.
2. Properly mark and match-mark materials for field assembly. Fabricate for delivery sequence which will expedite installation and minimize field handling of materials.
3. Where finishing is required, complete the assembly, including connections and welding of units, before start of finishing operations.
4. Mill all surfaces in contact bearing.

B. Connections

1. Provide welded shop connections unless otherwise shown. Grind smooth and flush all welds to match curve of joints. Grind welded area to remove weld flux, slag and spatter.
2. Provide field bolted or field welded connections as indicated.
3. Comply with AWS Code for procedures, appearance and quality of welds, and methods used in correcting welding work. Assemble and weld sections by methods which will produce true alignment of axis without warp.

C. Surface Preparation

1. After inspection and before shipping, clean all metal fabrications to be painted or galvanized. Remove loose rust, mill-scale and splatter. Clean metal fabrications in accordance with SSPC SP-6.
2. Immediately after surface preparation, apply to all painted metal fabrications primer paint in accordance with paint manufacturer's written instructions. Use painting methods which will result in full coverage of joints, corners, edges and all exposed surfaces. No sags or runs permitted on steel that will be exposed in the finish work. Do not shop paint items to be galvanized.

3. Clean and touch-up with galvanizing repair paint all abrasions on galvanized items before shipment.

PART 3 EXECUTIONS

3.1 EXAMINATION AND PREPARATION

- A. Field measure all existing dimensions and be aware of all existing conditions which relate to the work prior to fabrication. Items fabricated without prior field verification shall not be the responsibility of the Owner and the Contractor shall fabricate new items at no additional cost to the Owner and no time extension shall be granted.
- B. Examine the areas and conditions under which the work is to be installed and notify the Owner in writing of conditions detrimental to the proper and timely completion of the work.
- C. Do not proceed with the work until unsatisfactory conditions have been corrected in a manner acceptable to the Engineer.

3.2 INSTALLATION

- A. Comply with AISC Specifications and Code of Standard Practice, and with specified requirements.
- B. Provide erection equipment, hoists, temporary shoring and bracing, and other equipment required for proper and safe erection of the work. Do not remove temporary members and connections until permanent construction required to make installation self-supporting is in place and final connections are made.
- C. Provide temporary planking and working platforms as required and as necessary to effectively and safely complete the work.
- D. Field Assembly
 1. Set metal fabrications accurately to the lines and elevations indicated. Align and adjust the various members forming a part of a complete installation before permanently fastening. Perform necessary adjustment to compensate for discrepancies in elevations and alignment.
 2. After metal fabrications installations are complete, foul threaded anchors.
- E. Following installation of metal fabrications clean all mud, dirt and debris accumulated during installation. Inspect all items for abrasions and touch up with specified primer.

END OF SECTION

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DIVISION 06 WOOD, PLASTICS, AND COMPOSITES

SECTION 061053

MISCELLANEOUS ROUGH CARPENTRY

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes:

1. Framing with dimension lumber.
2. Wood blocking, cants, and nailers.

B. Related Sections:

1. Section 085200: Wood Windows.
2. Section 092116: Gypsum Board Assemblies.

1.2 REFERENCES

A. American Wood Preservers Association (AWPA): AWPA U1, Use Category System: User Specification for Treated Wood.

B. ASTM International (ASTM)

1. ASTM C1002, Standard Specification for Steel Self-Piercing Tapping Screws for the Application of Gypsum Panel Products or Metal Plaster Bases to Wood Studs or Steel Studs
2. ASTM D2898, Standard Practice for Accelerated Weathering of Fire-Retardant-Treated Wood for Fire Testing
3. ASTM D3201, Standard Test Method for Hygroscopic Properties of Fire-Retardant Wood and Wood-Based Products
4. ASTM E84, Standard Test Method for Surface Burning Characteristics of Building Materials
5. ASTM E488, Standard Test Methods for Strength of Anchors in Concrete and Masonry Elements
6. ASTM F1667, Standard Specification for Driven Fasteners: Nails, Spikes, and Staples

1.3 DELIVERY, STORAGE, AND HANDLING

- A. Stack lumber flat with spacers between each bundle to provide air circulation. Provide for air circulation around stacks and under coverings. Protect lumber from weather by covering with securely-anchored waterproof sheeting.

PART 2 PRODUCTS

2.1 WOOD PRODUCTS, GENERAL

- A. Lumber: DOC PS 20 and applicable rules of lumber grading agencies certified by the American Lumber Standards Committee Board of Review.
 - 1. Factory mark each piece of lumber with grade stamp of grading agency.
 - 2. Where nominal sizes are indicated, provide actual sizes required by DOC PS 20 for moisture content specified. Where actual sizes are indicated, they are minimum dressed sizes for dry lumber.
 - 3. Provide dressed lumber, S4S, unless otherwise indicated.
 - 4. Provide dry lumber with 19 percent maximum moisture content at time of dressing for 2-inch nominal thickness or less, unless otherwise indicated.

2.2 WOOD-PRESERVATIVE-TREATED MATERIALS

- A. Preservative Treatment by Pressure Process: AWPA C2 (lumber) and AWPA C9 (plywood), except that lumber that is not in contact with the ground and is continuously protected from liquid water may be treated according to AWPA C31 with inorganic boron (SBX).
 - 1. Preservative Chemicals: Acceptable to authorities having jurisdiction and containing no arsenic or chromium.
 - 2. Use treatment that does not promote corrosion of metal fasteners.
- B. Fire-Retardant-Treated Lumber and Plywood by Pressure Process: Products with a flame spread index of 25 or less when tested according to ASTM E84, and with no evidence of significant progressive combustion when the test is extended an additional 20 minutes, and with the flame front not extending more than 10.5 feet beyond the centerline of the burners at any time during the test.
- C. Kiln-dry material after treatment to a maximum moisture content of 19 percent for lumber and 15 percent for plywood. Do not use material that is warped or does not comply with requirements for untreated material.
- D. Mark each treated item with the treatment quality mark of an inspection agency approved by the American Lumber Standards Committee Board of Review.
- E. Application: Treat nailers, curbs, blocking, and similar members in connection with roofing, flashing, vapor barriers, and waterproofing; and wood sills, blocking, and similar concealed members in contact with masonry or concrete.

2.3 FASTENERS

- A. General: Provide fasteners of size and type indicated that comply with requirements specified in this Article for material and manufacture.
 - 1. Where carpentry is exposed to weather, in ground contact, or in area of high relative

humidity, provide fasteners with hot-dip zinc coating complying with ASTM A 153/A 153M or of Type 304 stainless steel.

- B. Nails, Wire, Brads, and Staples: ASTM F1667.
- C. Power-Driven Fasteners: NES NER-272.
- D. Bolts: Steel bolts complying with ASTM A 307, Grade A (ASTM F 568M, Property Class 4.6); with ASTM A 563 (ASTM A 563M) hex nuts and, where indicated, flat washers.
- E. Expansion Anchors: Anchor bolt and sleeve assembly of material indicated below with capability to sustain, without failure, a load equal to 6 times the load imposed when installed in unit masonry assemblies and equal to 4 times the load imposed when installed in concrete as determined by testing per ASTM E 488 conducted by a qualified independent testing and inspecting agency.
 - 1. Material: Stainless steel with bolts and nuts complying with ASTM F593 and ASTM F594, Alloy Group 1 or 2 (ASTM F 738M and ASTM F 836M, Grade A1 or A4).

PART 3 EXECUTION

3.1 INSTALLATION, GENERAL

- A. Set carpentry to required levels and lines, with members plumb, true to line, cut, and fitted. Fit carpentry to other construction; scribe and cope as needed for accurate fit. Locate framing, nailers, blocking, and similar supports to comply with requirements for attaching other construction.
- B. Where wood-preservative-treated lumber is installed adjacent to metal continuous flexible flashing separator between wood and metal decking.
- C. Sort and select lumber so that natural characteristics will not interfere with installation or with fastening other materials to lumber. Do not use materials with defects that interfere with function of member or pieces that are too small to use with minimum number of joints or optimum joint arrangement.
- D. Securely attach carpentry work as indicated and according to applicable codes and recognized standards.
- E. Use fasteners of appropriate type and length. Select fasteners of size that will not fully penetrate members where opposite side will be exposed to view or will receive finish materials. Make tight connections between members. Install fasteners without splitting wood. Drive nails snug but do not countersink nail heads unless otherwise indicated. Predrill members when necessary to avoid splitting wood.

3.2 WOOD NAILER INSTALLATION

- A. Install where indicated and where required for attaching other work. Form to shapes indicated and cut as required for true line and level of attached work. Coordinate locations with other work involved.

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- B. Attach items to substrates to support applied loading. Recess bolts and nuts flush with surfaces, unless otherwise indicated.

END OF SECTION

DIVISION 07 – THERMAL AND MOISTURE PROTECTION

SECTION 079200

SEALANTS

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes

1. All labor, material, equipment, special tools, and services required to complete the work required for the project as indicated on the Drawings and in the Specifications, including but not limited to:
 - a. Miscellaneous sealant at concrete repairs.
 - b. Sealant installation at windows.

B. Related Sections

1. Section 030100: Concrete Repairs.
2. Section 085200: Wood Windows.

1.2 DEFINITIONS

- A. Where the term "manufacturer's recommendations," or variations thereon, are found in this Specification, it shall mean "manufacturer's recommendations which are found in publications available to and commonly used by the general architectural and consulting professions."

1.3 SUBMITTALS

- A. Copies of literature for all manufactured products, including manufacturer's specifications, test data and installation instructions or applicator's manual.
- B. Installation Letter per Paragraph 1.4.B.
- C. Resume of contractor superintendent or employee per Paragraph 1.4.D.
- D. Manufacturer's certification per Paragraph 1.4.F.
- E. Proof samples of sealants intended to be installed per Paragraph 1.4.G.
- F. If requested, Field samples of sealants installed on site per Paragraph 1.4.H.
- G. Safety Data Sheets on all materials which are classified as hazardous materials.
- H. Upon completion of the Work and prior to final payment, provide written recommendations for routine care and maintenance. Provide list of three Contractors nearest the project location who are qualified to perform repairs to the sealants. Identify common causes of damage and include instructions for temporary patching until permanent repair can be made by qualified personnel.

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- I. Upon completion of the Work and prior to final payment, provide a fully executed warranty.

1.4 QUALITY ASSURANCE

A. Applicable Codes

1. The Contractor shall comply with all Federal, State and Municipal laws, codes, ordinances, and regulations applicable to the Work in this Contract and also with all requirements of the National Fire Protection Association, the National Electric Code, and the Occupational Safety and Health Administration (OSHA). If the above laws, codes, or ordinances conflict with the Specification, then the laws, codes or ordinances shall govern, except in such cases where the Specification exceeds them in quality of materials or labor, then the Specifications shall be followed.

- B. The Contractor's superintendent, or another technically competent employee of the Contractor approved by the Owner and Manufacturer, shall be on site and supervise installation of all sealants on this project. Sealant identified as being installed not under the direct supervision of this person shall be subject to removal and replacement, at the direction of the Owner. This person identified for supervision of the work shall have supervised at least three prior projects of similar magnitude and type.

- C. Sealant materials shall be certified to be compatible by the manufacturer for use with all substrates.

1.5 DELIVERY, STORAGE AND HANDLING

- A. Deliver materials to job site in sealed, undamaged containers. Each container shall be identified with material's name, date of manufacture and lot number.
- B. Only those materials being used during any one work shift may be stored in the Work area. Coordinate location of storage area with the Owner.
- C. Sealant materials shall be kept sealed when not in use.
- D. Storage and handling of materials shall conform to the requirements of the applicable safety regulatory agencies.
- E. Storage areas shall be heated or cooled as required for maintaining the product temperatures within the range recommended by the manufacturer.

1.6 PROJECT CONDITIONS

- A. Install sealant materials in strict accordance with all safety and weather conditions required by product literature or as modified by applicable rules and regulations of Local, State and Federal authorities having jurisdiction.
- B. Fumes and debris shall be controlled to prevent harmful or undesirable effects in surrounding areas.

- C. When toxic or flammable solvents are used, the Contractor shall take all necessary precautions as recommended by the manufacturer. In all cases, the handling and use of toxic or flammable solvents, including adequate ventilation and personal protective equipment, shall conform to the requirements of the applicable safety regulatory agencies.

1.7 SEQUENCING

- A. Install sealants after any required concrete repairs.
- B. Install sealants after adequate cure of concrete repairs. Confirm required cure time with sealant manufacturer.
- C. Install sealants as part of windows installation.

1.8 WARRANTY

- A. New exposed sealant work shall be warranted for a period of five (5) years against defects due to installation or material deficiencies, including but not limited to excessive softness, excessive entrapped air in cured cross sections, disbonding, cohesive failure, leakage, and ultraviolet exposure degradation.
- B. The manufacturer shall warrant all silicone material for a period of twenty (20) years against defects due to material failure, including but not limited to excessive softness, excessive entrapped air in cured material, disbonding, cohesive failure, leakage, and ultraviolet exposure degradation.
- C. All required testing and quality assurance operations necessary to furnish the warranty are Contractor and manufacturer's responsibility.

PART 2 PRODUCTS

2.1 CONCRETE JOINT SEALANTS

- A. Multi-component, unmodified, non-sag polyurethane. Approved products manufacturers include:
 - 1. Sika 2c NS-EZ with TG additive by Sika Corp.
 - 2. Dymeric 240FC by Tremco, Inc.
 - 3. Isoflex 881 by Lymtal International.
- B. Minimum compression or extension of 25% of the nominal joint width without adhesive or cohesive failure.
- C. Primer(s) as recommended by sealant manufacturer for each substrate.
- D. Cove sealants shall be gun grade (non-sag).
- E. Backer Rod or Bond Breaker Tape: Backer Rod shall be closed-cell, polyethylene in sizes to maintain 25 percent compression. Backer rod shall not be used except at

locations indicated on the Drawings or unless approval for each intended application location is obtained from the Owner. Alternative use of bond breaker tape in size appropriate for the width of joint and approved for use by the sealant manufacturer will be allowed on a case-by-case basis.

2.2 FAÇADE SILICONE SEALANTS

A. Approved Silicone Sealants

1. Dowsil 790 silicone perimeter sealant by Dow Corning.
2. Spectrum 1 silicone sealant by Tremco.
3. SilPruf LM SCS2700 sealant by G.E.

B. Primer(s) as recommended by the sealant manufacturer for each substrate.

C. Backer Rod. Backer Rod shall be bi-cellular polyethylene in sizes to maintain 50 percent compression. Backer rod shall be used except where not indicated on the Drawings or not required by the Manufacturer.

1. Acceptable Manufacturers:

- a. SOF Rod by NOMACO.
- b. ITP Soft Type Backer Rod by Industrial Thermo Polymers, Ltd.

PART 3 EXECUTIONS

3.1 GENERAL

- A. Remove existing sealants in joint cavities, coves and other locations and clean surfaces to remove residue. Rout any new joint cavities scheduled for new sealant. Grind and vacuum clean all joint cavities, coves and other locations scheduled for new sealant as required by the sealant manufacturer within 24 hours of sealant installation.
- B. Primer shall be used for all sealant installations regardless of manufacturer's requirements, unless a letter from the manufacturer states use of a primer is detrimental. Allow primer to cure per manufacturer's recommendation prior to sealant installation.
- C. Joint cavities that become contaminated by dirt or moisture after initial preparation, shall be cleaned again at no additional cost to the Owner.
- D. Modify the depth of existing joints by additional routing or positioning of backer rod to maintain a width to depth ratio of 2 to 1 unless otherwise noted on the drawings. At no location is the sealant width allowed to exceed 1-1/2".

3.2 NEW SEALANT

- A. Perform joint cavity preparation requirements.
- B. Clean joint cavity and apply primer as recommended by the sealant manufacturer.
- C. Install backer rod or bond-breaker tape where required. Vary size of backer rod as

necessary to maintain proper compression.

- D. Install sealant per manufacturer's recommendations.

3.3 CLEAN-UP

- A. During the progress of the Work, remove from the project all discarded coating materials, rubbish, cans, and rags.
- B. All sealant material and drops shall be completely removed from hardware, adjacent floor areas, metal work, etc., and the premises shall be left clean and in orderly condition.
- C. All hardware, adjacent floor areas, metal work, etc., and the general premises shall be left clean and free of all construction dirt and debris. This includes removal of all debris from pipes, etc., which resulted from work specified herein.
- D. Repaint in matching color all curbs, columns, walls, etc., where existing paint was removed during preparation for sealant installation.
- E. Empty containers shall be removed from the structure at the end of each working day. All cloths soiled with coating that might constitute a fire hazard shall be placed in suitable metal safety containers or shall be removed from the structure at the end of each working day. Special care shall be taken in storage or disposal of flammable materials. Comply with health and fire regulations.

END OF SECTION

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DIVISION 08 – OPENINGS

SECTION 085200

WOOD WINDOWS

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes

1. All labor, material, equipment, special tools, and services required to complete the work required for the project as indicated on the Drawings and in the Specifications, including but not limited to:
 - a. Aluminum-clad wood windows.

B. Related Sections:

1. Section 040100: Masonry Repairs.
2. Section 055000: Miscellaneous Metals.
3. Section 061053: Miscellaneous Rough Carpentry.
4. Section 092116: Gypsum Board Assemblies.
5. Section 099100: High Performance Coatings.

1.2 PREINSTALLATION MEETINGS

A. Preinstallation Conference: Before starting window installation, meet at site with Superintendent, Window Superintendent, manufacturer's representative, and Owner representatives to review materials and procedures. Record discussions and furnish copy of meeting notes to each participant.

1. Review and finalize construction schedule and verify availability of materials, Installer's personnel, equipment, and facilities needed to make progress and avoid delays.
2. Review, discuss, and coordinate the interrelationship of wood windows with other exterior wall components. Include provisions for anchoring, flashing, weeping, sealing perimeters, and protecting finishes.
3. Review and discuss the sequence of work required to construct a watertight and weathertight exterior building envelope.
4. Inspect and discuss the condition of substrate and other preparatory work performed by other trades.

1.3 ACTION SUBMITTALS

A. Product Data: For each type of product.

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1. Include construction details, material descriptions, glazing and fabrication methods, dimensions of individual components and profiles, hardware, and finishes for wood windows.
 - B. Shop Drawings: For wood windows.
 1. Include plans, elevations, sections, hardware, accessories, insect screens, operational clearances, and details of installation, including anchor, flashing, and sealant installation.
 2. Provide safety glazing locations for review by architect.
 - C. Samples: For each exposed product and for each color specified, 2 by 4 inches in size.
 - D. Samples for Initial Selection: For units with factory-applied finishes.
 1. Include Samples of hardware and accessories involving color selection.
 - E. Samples for Verification: For wood windows and components required, prepared on Samples of size indicated below:
 1. Exposed Finishes: 2 by 4 inches
 2. Exposed Hardware: Full-size units.
 - F. Product Schedule: For wood windows. Use same designations indicated on Drawings.
- 1.4 INFORMATIONAL SUBMITTALS
- A. Qualification Data: For installer.
 - B. Product Test Reports: For each type of wood window, for tests performed by a qualified testing agency.
 - C. Field quality-control reports.
 - D. Sample Warranties: For manufacturer's warranties.
- 1.5 QUALITY ASSURANCE
- A. Installer Qualifications: An installer acceptable to wood window manufacturer for installation of units required for this Project.
 - B. Mockups: Build mockups to verify selections made under Sample submittals, to demonstrate aesthetic effects, and to set quality standards for fabrication and installation.
 1. Build mockup of typical installation in sample typical window opening. (Owner to approve location prior to ordering and installing mockup.) Corner mockups are not allowed unless approved by client in writing. Opening prep, framing, and waterproofing is to be installed as part of mockup per Drawings.
 2. Approval of mockups does not constitute approval of deviations from the Contract Documents contained in mockups unless Architect specifically approves such

deviations in writing.

3. Subject to compliance with requirements, approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

1.6 WARRANTY

- A. **Manufacturer's Warranty:** Manufacturer agrees to repair or replace wood windows that fail in materials or workmanship within specified warranty period.

1. **Warranty Period:**

- a. **Window:** 10 years from date of shipment and issued to the owner at Substantial Completion.
- b. **Glazing Units:** 20 years from date of shipment and issued to the owner at Substantial Completion.
- c. **Aluminum-Cladding Finish:** 20 years from date of shipment and issued to the owner at Substantial Completion.

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. **Source Limitations:** Obtain wood windows from single source from single manufacturer.

2.2 WINDOW PERFORMANCE REQUIREMENTS

- A. **Product Standard:** Comply with AAMA/WDMA/CSA 101/I.S.2/A440 for definitions and minimum standards of performance, materials, components, accessories, and fabrication unless more stringent requirements are indicated.
 1. **Window Certification:** WDMA certified with label attached to each window.
- B. **Performance Class and Grade:** AAMA/WDMA/CSA 101/I.S.2/A440 as follows:
 1. **Minimum Performance Class:** CW.
 2. **Minimum Performance Grade:** 50.
- C. **Thermal Transmittance:** NFRC 100 maximum whole-window U-factor of 0.32 Btu/sq. ft. x h x deg F.
- D. **Solar Heat-Gain Coefficient (SHGC):** NFRC 200 maximum whole-window SHGC of 0.40.
- E. **Sound Transmission Class (STC):** Rated for not less than 30 STC when tested for laboratory sound transmission loss in accordance with ASTM E90 and determined by ASTM E413.
- F. **Outside-Inside Transmission Class (OITC):** Rated for not less than 26 when tested for laboratory sound transmission loss in accordance with ASTM E90 and determined by ASTM E1332.

- G. Condensation Resistance (CR): NFRC 500 minimum resistance rating to be at least 45.

2.3 WOOD WINDOWS

A. Aluminum-Clad Wood Windows:

1. Basis-of-Design Product: Provide windows and accessories as indicated in drawings, or equivalent product by one of the following:
 - a. Kolbe Windows & Doors.
 - b. Sierra Pacific Windows.
 - c. Marvin Windows and Doors.

B. Operating Types: Provide the following operating types in locations indicated on Drawings:

1. Fixed.

C. Frames and Sashes: Fine-grained wood lumber complying with AAMA/WDMA/CSA 101/I.S.2/A440; kiln dried to a moisture content of not more than 12 percent at time of fabrication; free of visible finger joints, blue stain, knots, pitch pockets, and surface checks larger than 1/32 inch deep by 2 inches wide; water-repellent preservative treated.

1. Exterior Aluminum Surfaces: Aluminum cladding with manufacturer's standard fluoropolymer two-coat system with fluoropolymer color topcoat containing not less than 70 percent PVDF resin by weight and complying with AAMA 2605
 - a. Color to be selected by Architect/Owner prior to ordering. Selection to be made from manufacturer's full range of standard colors via samples provided. Contractor shall assume 3 sample colors to be provided to the Architect/Owner.
2. Interior Wood Surfaces: Manufacturer's standard factory-applied primer
3. Nailing Fin: Where shown in drawings, provide manufacturer's standard nailing fins for securing frame to structure during installation to hold unit plumb, square and true.
4. Installation Clips: If nailing fin is not indicated in drawings, provide manufacturer's standard clips of sufficient strength to withstand design pressure indicated.

D. Insulating-Glass Units: ASTM E2190.

1. Glass: ASTM C1036, Type 1, Class 1, q3.
 - a. Tint: Clear
 - b. Kind: Provide fully tempered where indicated on Drawings, and where required by State and Local building codes.
2. Lites: Where shown in drawings, provide simulated divided lites with spacer bars between glass.

3. Filling: Fill space between glass lites with argon.
 4. Low-E Coating: Provide Low-E coating on the second surface.
- E. Hardware, General: Provide manufacturer's standard hardware fabricated from aluminum, stainless steel, carbon steel complying with AAMA 907, or other corrosion-resistant material compatible with adjacent materials; designed to smoothly operate, tightly close, and securely lock windows, and sized to accommodate sash weight and dimensions.
1. Exposed Hardware Color and Finish: Color and finish to be selected by architect prior to ordering. Selection to be made from manufacturer's full range.
- F. Fasteners: Noncorrosive and compatible with window members, trim, hardware, anchors, and other components.
1. Exposed Fasteners: Do not use exposed fasteners to greatest extent possible. For application of hardware, use fasteners that match finish hardware being fastened.

2.4 ACCESSORIES

- A. Grilles (False Muntins): Provide grilles in designs indicated to each sash lite.
1. Type: Exterior and interior, adhered to glass with bars between the glass.
 2. Material and finish: To match adjacent finish of window sash/frame.
 3. Design and size: As indicated on Drawings
- B. Casing: Provide Extruded aluminum brickmould/casing as indicated in drawings. Match material and finish of window sash, unless indicated otherwise in drawings.

2.5 FABRICATION

- A. Fabricate wood windows in sizes indicated. Include a complete system for installing and anchoring windows.
- B. Glaze wood windows in the factory.
- C. Weather strip each operable sash to provide weathertight installation.
- D. Mullions: Provide mullions and cover plates, matching window units, complete with anchors for support to structure and installation of window units. Allow for erection tolerances and provide for movement of window units due to thermal expansion and building deflections. Provide mullions and cover plates capable of withstanding design wind loads of window units.
- E. Complete fabrication, assembly, finishing, hardware application, and other work in the factory to greatest extent possible. Disassemble components only as necessary for shipment and installation. Allow for scribing, trimming, and fitting at Project site.

2.6 WOOD FINISHES

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- A. Factory-Applied Primer: Provide manufacturer's standard factory-applied prime coat complying with WDMA T.M. 11 on exposed, interior wood surfaces.

2.7 ALUMINUM FINISHES

- A. High-Performance Organic Finish: Two-coat fluoropolymer finish complying with AAMA 2605 and containing not less than 70 percent PVDF resin by weight in color coat. Prepare, pretreat, and apply coating to exposed metal surfaces to comply with coating and resin manufacturers' written instructions.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Examine openings, substrates, structural support, anchorage, and conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.
- B. Verify rough opening dimensions, levelness of sill plate, and operational clearances.
- C. Examine wall flashings, vapor retarders, water and weather barriers, and other built-in components to ensure weathertight window installation.
- D. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION

- A. Comply with manufacturer's written instructions for installing windows, hardware, accessories, and other components. For installation procedures and requirements not addressed in manufacturer's written instructions, comply with installation requirements in ASTM E2112.
- B. Install windows level, plumb, square, true to line, without distortion, anchored securely in place to structural support, and in proper relation to wall flashing and other adjacent construction to produce weathertight construction.
- C. Separate aluminum and other corrodible surfaces from sources of corrosion or electrolytic action (dissimilar materials, treated lumber, and so on) at points of contact with other materials.
- D. For fin method of attachment, integrate window system installation with exterior water-resistant barrier using flashing/sealant tape. Apply and integrate flashing/sealant tape with water-resistant barrier using watershed principles in accordance with window manufacturer's written instructions.
- E. Place interior seal around window perimeter to maintain continuity of building thermal and air barrier using insulating-foam sealant.
- F. Seal window to exterior wall cladding with sealant and related backing materials at perimeter of assembly.

3.3 FIELD QUALITY CONTROL

- A. Testing Agency: Engage a qualified testing agency to perform tests and inspections.
 - 1. Testing and inspecting agency will interpret tests and state in each report whether tested work complies with or deviates from requirements.
- B. Testing Services: Testing and inspecting of installed windows shall take place as follows:
 - 1. Testing Methodology: Testing of windows for air infiltration and water resistance shall be performed in accordance with AAMA 502.
 - 2. Air-Infiltration Testing:
 - a. Test Pressure: That required to determine compliance with AAMA/WDMA/CSA 101/I.S.2/A440 performance class indicated.
 - b. Allowable Air-Leakage Rate: 1.5 times the applicable AAMA/WDMA/CSA 101/I.S.2/A440 rate for product type and performance class rounded down to one decimal place.
 - 3. Water-Resistance Testing:
 - a. Test Pressure Two-thirds times test pressure required to determine compliance with AAMA/WDMA/CSA 101/I.S.2/A440 performance grade indicated.
 - b. Allowable Water Infiltration: No water penetration through the unit.
 - 4. Testing Extent: Three windows of each type as selected by Architect and a qualified independent testing and inspecting agency. Windows shall be tested after perimeter sealants have cured.
 - 5. Test Reports: Prepared in accordance with AAMA 502.
- C. Windows will be considered defective if they do not pass tests and inspections.
- D. Prepare test and inspection reports.

3.4 ADJUSTING, CLEANING, AND PROTECTION

- A. Adjust operating sashes and hardware for a tight fit at contact points and weather stripping for smooth operation and weathertight closure.
- B. Clean exposed surfaces immediately after installing windows. Remove excess sealants, glazing materials, dirt, and other substances.
 - 1. Keep protective films and coverings in place until final cleaning.
- C. Remove and replace sashes if glass has been broken, chipped, cracked, abraded, or damaged during construction period.

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- D. Protect window surfaces from contact with contaminating substances resulting from construction operations. If contaminating substances do contact window surfaces, remove contaminants immediately in accordance with manufacturer's written instructions.

END OF SECTION

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DIVISION 9 – FINISHES
SECTION 092116
GYPSUM BOARD ASSEMBLIES

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes

1. All labor, material, equipment, special tools and services for the repair of existing gypsum board assemblies including but not limited to:
 - a. New gypsum board assemblies where indicated on the Drawings.
 - b. Repair of damaged gypsum board as necessary to complete the other areas of work.

B. Related Sections

1. Section 061053: Miscellaneous Rough Carpentry.
2. Section 085200: Wood Windows.
3. Section 099100: High Performance Coatings.

1.2 REFERENCES

- A. American Society for Testing and Materials (ASTM)
- B. ASTM C36 - Standard Specification for Gypsum Wallboard.
- C. ASTM C475 – Standard Specification for Joint Compound and Joint Tape for Finishing Gypsum Board.
- D. ASTM C840 – Standard Specification for Application and Finishing of Gypsum Wallboard.
- E. ASTM C954 – Standard Specification for Steel Screws for the Application of Gypsum Board of Metal Plaster Bases to Steel Studs from 0.033 in. to 0.112 in. in thickness.
- F. ASTM C1047 – Standard Specification for Accessories for Gypsum Wallboard and Gypsum Veneer Base.
- G. ASTM E84 – Standard Test Method for Surface Burning Characteristics of Building Materials.
- H. ASTM E96 – Standard Test Methods for Water Vapor Transmission of Materials.

1.3 DEFINITIONS

- A. Gypsum Board Construction Terminology: Refer to ASTM C 11 for definitions of terms for gypsum board assemblies not defined in this Section or in other referenced

standards.

1.4 QUALITY ASSURANCE

- A. Notify the Owner in writing of all anticipated problems in the repair and replacement of the specified areas.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Deliver materials in original packages, containers, and bundles bearing brand name and identification of manufacturer or supplier.
- B. Store materials inside cover and keep them dry and protected against damage from weather, direct sunlight, surface contamination, corrosion, construction traffic, and other causes. Stack gypsum panels flat on leveled supports off the ground to prevent sagging.

1.6 PROJECT CONDITIONS

- A. Environmental Limitations: Comply with ASTM C 840 requirements or gypsum board manufacturer's written recommendations, whichever are more stringent for environmental conditions, room temperatures, and ventilation.
- B. Starting of work will be construed as Contractor's acceptance of surfaces and conditions.

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - 1. G-P Gypsum Corp.
 - 2. Lafarge Gypsum Products.
 - 3. National Gypsum Company.
 - 4. United States Gypsum Co.

2.2 INTERIOR GYPSUM WALLBOARD

- A. Panel Size: Provide in maximum lengths and widths available that will minimize joints in each area and correspond with support system indicated.
- B. Gypsum Wallboard: ASTM C 36.
 - 1. Thickness: 5/8" thick
 - 2. Long Edges: Tapered.

2.3 TRIM ACCESSORIES

- A. Interior Trim: ASTM C 1047.
 - 1. Material: Galvanized or aluminum coated steel sheet or rolled zinc.

2. Shapes

- a. Cornerbead: Use at outside corners.
- b. LC-Bead: J Shaped; exposed long flange receives joint compound; use at exposed panel edges.

2.4 JOINT TREATMENT MATERIALS

- A. General: Comply with ASTM C 475.
- B. Joint Tape: Paper.
- C. Joint Compound: For each coat use formulation that is compatible with other compounds applied on previous or for successive coats.
 1. Pre-filling: At open joints and damaged surface areas, use setting type taping compound.
 2. Embedding and First Coat: For embedding tape and first coat on joint, fasteners, and trim flanges, use setting type taping compound. Use setting type compound for installing paper faced metal trim accessories.
 3. Fill Coat: For second, use drying type, all purpose compound.
 4. Finish Coat: For third coat, use drying type, all purpose compound.

2.5 AUXILIARY MATERIALS

- A. General: Provide auxiliary materials that comply with referenced installation standards and manufacturer's written recommendations.
- B. Steel Drill Screws: ASTM C 1002, unless otherwise indicated.
- C. Blocking: Exterior-grade treated lumber.
- D. Vapor Barrier: Membrane of plastic film minimum 6 mils thick and meeting the requirements of ASTM C1136 for Type III vapor retarder.
- E. Doubled Sided Tape: 1" wide polyester film tape with paper liner. 1 mil thick polyester film with 1.75 mil thick acrylic adhesive each side.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Examine areas and conditions that work of this section is to be performed. Notify the Engineer of conditions detrimental to proper and timely completion of work. Do not proceed with work until unsatisfactory conditions have been corrected in a manner acceptable to Applicator.

3.2 PROTECTION

- A. Provide adequate protection of all surrounding surfaces from damage due to preparation, installation and finishing procedures. Repair damage at no cost to the Owner.
- B. Prior to the start of work, provide the necessary protection to contain all dust, dirt, debris within work area. Do not allow to migrate into building interior spaces. Protect finish surfaces such as windows, wall fabrics, carpets, furnishing, lighting, louvers, and all other finish surfaces. Erect barriers so as not to damage existing finishes and surfaces.

3.3 GENERAL

- A. All materials shall be installed per the manufacturer's recommendations and requirements.

3.4 EXISTING GYPSUM BOARD REMOVAL

- A. Remove gypsum board by cutting around affected area to the depth of the existing gypsum board. Replacement of gypsum board to extend to the nearest support beyond the affected area. Cut to be centered over existing support.
- B. Removal area to be rectangular with 90 degree corners.
- C. Remove affected gypsum board and associated anchors. Do not damage existing supports during removal.
- D. After removal of gypsum board and associated anchors is complete, secure existing boards to remain around the perimeter of the opening with new anchors.

3.5 INSTALLATION OF NEW GYPSUM BOARDS

- A. Install gypsum boards face side out. Butt boards together for a light contact at edges and ends with not more than a 1/16 inch open space between boards. Do not force into position.
- B. Locate edges and joints over supports.
- C. Fit boards around existing items to remain.
- D. Attach gypsum boards to framing at openings and cutouts.
- E. Attach gypsum boards to steel supports so leading edge or end of each board is attached to open (unsupported) edges of supports first.
- F. Space fasteners in gypsum boards as indicated on the Drawings.
- G. Install edge trim where gypsum boards terminate at openings and tops of walls.

3.6 FINISHING OF GYPSUM BOARD BOARDS

- A. Finish gypsum board boards in compliance with ASTM C840.
- B. Treat gypsum board joints, interior angles, edge trim, penetrations, fastener heads, and surface defects as required to prepare gypsum board surface for painting. Promptly

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remove residual joint compound from adjacent surfaces and finishes.

- C. Embed tape and apply separate first, fill and finish coats of joint compound to joint tape, fasteners and trim flanges at board surface that will be exposed to view.
- D. Feather joint compound at joints between existing and new gypsum boards to provide a smooth and flat transition.
- E. Install new board with square edge against existing gypsum board.

3.7 CLEANING

- A. At the end of each work shift, remove all empty containers from the job site.
- B. Clean splatters, finishing compound and dust from surrounding surface.
- C. Touch-up completed surfaces to conceal nicks and damage to gypsum boards.
- D. After completion of surface finishing, vacuum all surfaces to remove all existing debris and dust from the building interior affected by the work.

END OF SECTION

DIVISION 9 – FINISHES
SECTION 099100
HIGH PERFORMANCE COATINGS

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes

1. All labor, material, equipment, special tools, and services required to complete the work required for the project as indicated on the Drawings and in the Specifications, including but not limited to:
 - a. Complete cleaning, surface preparation, primer installation where necessary and new coating on steel and metal surfaces.
 - b. Complete cleaning, including removal of abandoned forms, conduit, and junction boxes of exterior façade concrete surfaces.
 - c. Surface preparation, priming, and coating or finishing of surfaces.
 - d. Temporary protection of doors, windows, roof areas, and interior spaces during work.
 - e. Provide access to work area for Owner representative or Engineer.

B. Related Sections

1. Section 030100: Concrete Repairs.
2. Section 055000: Miscellaneous Metals.

1.2 REFERENCES

- A. ASTM D 16 – Terminology Related to Paint, Varnish, Lacquer, and Related Products.
- B. The Society for Protective Coatings (SSPC): SSPC-SP 1 – Solvent Cleaning.
- C. The Society for Protective Coatings (SSPC): SSPC-SP 2 – Hand Tool Cleaning.
- D. The Society for Protective Coatings (SSPC): SSPC-SP 6/NACE 3 – Commercial Blast Cleaning.
- E. The Society for Protective Coatings (SSPC): SSPC-SP 13/NACE 6 – Surface Preparation of Concrete.

1.3 DEFINITIONS

- A. "Coating" as used herein means all paint systems materials, including primers, emulsions, enamels, stains, sealers and fillers, and other applied materials whether used as prime, intermediate or finish coats.
- B. "Dry Film Thickness" as used herein means the thickness of a coat in a fully cured state

measured in mils (1/1000 inch).

- C. "Well-adhered" as used herein means materials that cannot be removed by lifting with a dull putty knife.

1.4 SUBMITTALS

- A. Submit manufacturer's technical information including coating label analyses and application instructions.
- B. Submit complete line of manufacturer's color samples for each product.
- C. Letter of approval that the contractor is a certified installer by the manufacturer.
- D. Prior required project experience.
- E. Contractor resumes.
- F. Manufacturer's sample warranty.

1.5 QUALITY ASSURANCE

- A. The contractor shall be a certified installer by the manufacturer.
- B. The contractor shall be approved by the manufacturer and shall have no less than (5) years' experience in performance of similar work in size and complexity.
- C. All work under this Section shall be under the immediate control of the Contractor's superintendent(s) experienced in this type of work. The person(s) shall have supervised three prior projects of similar magnitude and type and shall be present during all operations. This person(s) shall be approved by the Owner.
- D. Regulatory Requirements
 - 1. The Contractor shall comply with all Federal, State and Municipal laws, codes, ordinances, and regulations applicable to the Work in this Contract and also with all requirements of the National Fire Protection Association, the National Electric Code, and the Occupational Safety and Health Administration (OSHA). If the above laws, codes or ordinances conflict with this Specification, then the laws, codes or ordinances shall govern, except in such cases where the Specification exceeds them in quality of materials or labor, then the Specifications shall be followed.
- E. Mock-Up
 - 1. Provide mockup of coating preparation and coating system for review by Owner and Engineer. Maintain approved mock-ups during the job as reference for minimal standard of acceptance and quality of coating application.
- F. Pre-installation meeting.
- G. Provide access to work area for Owner representative or Engineer to inspect quality of work, progress, unit price items and field conditions. Access to be completed during

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normal working hours. If access requires mechanical equipment (man-lift, swing stage, etc.), provide necessary operators.

1.6 DELIVERY, STORAGE, AND HANDLING

A. Deliver materials to job site in original, new, and unopened packages and containers bearing manufacturer's name and label, and following information:

1. Name or title of material.
2. Fed. Spec. number, if applicable.
3. Manufacturer's stock number and date of manufacture.
4. Manufacturer's name.
5. Contents by volume, for major pigment and vehicle constituents.
6. Thinning instructions.
7. Application instructions.
8. Color name and number.

B. Storage and Protection

1. Protect materials in a dry place, off ground and under cover to protect them from moisture and other damage.
2. Do not use materials showing evidence of water or other damage.
3. Storage and handling of materials shall conform to the requirements of the applicable safety regulatory agencies.
4. Storage areas shall be heated or cooled as required to maintain the temperatures within the range recommended by the manufacturer.

1.7 PROTECTION

- A. Place coating or solvent soaked rags, waste, or other materials which might constitute a fire hazard in metal containers and remove from premises at the close of each day's work.
- B. Protect the work of all other trades against damage, marking or injury by suitable covering during the progress of the coating and finishing work. Repair any damage done.
- C. Protect and filter debris and chemicals from entering storm drains. Direct water runoff from all cleaning processes to the filtration system before allowing it to enter the storm drain system.
- D. During all cleaning operations, coordinate drain protection with the local municipality.

1.8 PROJECT CONDITIONS

A. Environmental Requirements

1. Install coating materials in strict accordance with all safety and weather conditions required by product literature or as modified by applicable rules and regulations of Local, State and Federal authorities having jurisdiction.
2. Fumes and dust shall be controlled to prevent harmful or undesirable effects in surrounding areas. Do not allow fumes, dirt, dust, or debris to enter structure.
3. When toxic or flammable solvents are used, the Contractor shall take all necessary precautions as recommended by the manufacturer. In all cases, the handling and use of toxic or flammable solvents, including adequate ventilation and personal protective equipment, shall conform to the requirements of the applicable safety regulatory agencies.
4. Apply water base coatings only when temperature of surfaces to be coated and surrounding air temperatures are between 50 Deg. F. (10 Deg. C.) and 90 Deg. F. (32 Deg. C.), unless otherwise permitted by coating manufacturer's printed instructions.
5. Apply solvent-thinned coatings only when temperature of surfaces to be coated and surrounding air temperatures are between 45 Deg. F. (7 Deg. C.) and 95 Deg. F. (35 Deg. C.), unless otherwise permitted by coating manufacturer's printed instructions.
6. Do not apply coating in snow, rain, fog, or mist; or when relative humidity exceeds 85 percent or to damp or wet surfaces unless otherwise permitted by coating manufacturer's printed instructions.
7. Apply coating to surfaces that are cured and dry per manufacturer's tolerances.

1.9 SEQUENCE

- A. Prior to beginning coating preparation complete all concrete and sealant repairs including curing periods.

1.10 WARRANTY

A. Coating System Warranty

1. The applicator shall furnish a (5) year warranty to the Owner for all types of new coating installed. New coating work shall be warranted against defects due to installation, including but not limited to debonding and inadequate preparation.
 - a. All required testing and quality assurance operations necessary to furnish warranty are Contractor and manufacturer's responsibility.
2. The manufacturer shall furnish a (5) year warranty to the Owner for all types of new coating installed. New coating work shall be warranted against material defects, including but not limited to debonding, cohesive failure, cracking, and ultraviolet exposure degradation.

- a. All required testing and quality assurance operations necessary to furnish warranty are Contractor and manufacturer's responsibility.

1.11 MAINTENANCE

- A. Extra Materials

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. Sherwin Williams.
- B. Tnemec Company.

2.2 MATERIALS

- A. No lead-based products are permitted.
- B. Use no thinners other than those specified by manufacturer.
- C. Use only paints and coatings that are compatible with concrete and previously coated surfaces.
- D. Use only primers and undercoats that are suitable for each surface to be covered and that are compatible with finish coating required.
- E. Notify Engineer in writing of any anticipated problems in using coating systems specified on existing substrates.
- F. Provide cleaners for removal of loose paint, dirt, and pollutants, which are compatible with all primers, intermediate coats, and finish coat. Thoroughly rinse all clean agents before applying primer or finish coats. Pre-approve cleaning agents with paint manufacturer.
- G. All products must be provided by a single manufacturer.

2.3 MATERIALS AND PROCEDURES

- A. General Cleaning Requirements.
 - 1. All existing area drains shall be clear and protected prior to beginning any work.
 - 2. All biological growth must be removed prior to coating.
 - 3. All efflorescence, lime run, and surface contaminants should be removed prior to application of new coating.
 - 4. If previously coated, existing coating must be adhered to the substrate per the manufacturer's requirements. Manufacturer shall approve the surface preparation and existing conditions before the contractor applies coating to ensure the product warranty will be honored.
- B. Exterior Concrete: materials and procedures are listed in order of process/application.

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Apply per manufacturers recommendations.

1. Surface Preparation
 - a. SSPC-SP13 – Low pressure, warm water cleaning.
 - b. Cleaner: Provide cleaners for removal of soot, dirt, and pollutants, which are compatible with all primers, intermediate coats, and finish coat. Thoroughly rinse all clean agents before applying primer or finish coats.
2. Approved manufacturer's systems:
 - a. Sherwin Williams
 - 1) Conditioner: Loxon Conditioner.
 - 2) Primer: Loxon Concrete & Masonry Primer – one (1) coat. Application rate recommended by the manufacturer to achieve a total dry film thickness of 4.0-6.0 mils.
 - 3) Finish Coats: Conflex XL – two (2) coats. Application rate recommended by the manufacturer to achieve a total dry film thickness of 6.0-7.5 mils per coat.
 - b. Tnemec
 - 1) Conditioner: Apply one coat of conditioner per manufacturer's recommendations to previously coated surfaces to adhere minor existing chalk to the substrate before applying primer.
 - 2) Primer: Elastogrip FC 151 – one (1) coat. Application rate recommended by the manufacturer to achieve a total dry film thickness of 4.0-6.0 mils.
 - 3) Finish Coats: Enviro-Crete 156 – two (2) coats. Application rate recommended by the manufacturer to achieve a total dry film thickness of 4.0-8.0 mils per coat.
- C. Existing Rusted Ferrous Metal and New Steel: materials and procedures are listed in order of process/application. Apply per manufacturers recommendations.
 1. Surface Preparation
 - a. SSPC-SP6 Commercial Blast Cleaning.
 - b. SSPC-SP1 Solvent Cleaning.
 2. Approved manufacturer's systems:
 - a. Sherwin Williams
 - 1) Primer: Macropoxy 646 FC or Macropoxy 5500 Primer - One (1) coat; 3.0 to 4.0 mils DFT.
 - 2) Finish Coats: Hi-Solids Polyurethane Gloss Series – two (2) coats, 2.0 to

3.0 mils DFT per coat.

b. Tnemec

- 1) Primer: Series N27 S.T. Epoxy – one (1) coat, 4.0 to 6.0 mils DFT.
- 2) Finish Coats: Endura-Shield Series 1074/1075 – two (2) coats, 2.0 to 3.0 mils DFT per coat.

D. Gypsum Board/Wall Painting: materials and procedures are listed in order of process/application. Apply per manufacturers recommendations.

1. Surface Preparation

a. Final sanding approved by the Owner.

2. Approved manufacturer's systems:

a. Sherwin Williams

- 1) Primer: Gypsum primer recommended by the manufacturer.
- 2) Finish Coats: Two (2) coats as recommended by the manufacturer. Paint sheen by Owner.

b. Tnemec

- 1) Primer: Gypsum primer recommended by the manufacturer.
- 2) Finish Coats: Two (2) coats as recommended by the manufacturer. Paint sheen by Owner.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Examine surfaces intended to receive coatings and note conditions or defects that will adversely affect the execution and/or quality of the work.
- B. Starting of cleaning and coating work will be construed as applicator's acceptance of surfaces and conditions within any particular area.
- C. Notify Owner in writing of any such conditions or defects. Do not begin work until unsatisfactory conditions are corrected. Failure to notify Owner prior to beginning work constitutes acceptance by Contractor of the surfaces and conditions under which the work is to be performed, and acceptance by Contractor for the performance of the work.

3.2 PREPARATION

A. Protection

1. Provide adequate protection of all surrounding surfaces not intended to receive coating from damage due to preparation, cleaning or coating procedures. Repair damage at no cost to the Owner.

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2. Program coating so that construction dirt, dust, and debris will not fall onto wet, newly coated surfaces.
3. When toxic or flammable solvents are used, the coating contractor shall take all necessary precautions as recommended by the manufacturer. In all cases, the handling and use of toxic or flammable solvents, including adequate ventilation and personal protective equipment, shall conform to the requirements of the applicable safety regulatory agencies.
4. Provide the necessary protection to contain all dust, dirt, debris and coating chips within work area. Do not allow to migrate into structure interior spaces or storm drain system.
5. Provide "Wet Paint" signs as required to protect newly coated finishes. Remove temporary protective wrappings provided by others for protection of their work, after completion of coating operations.

B. Surface Preparation

1. Perform preparation and cleaning procedures in accordance with coating manufacturer's instructions and as herein specified, for each particular substrate condition.
2. Remove all surface contamination such as chalk, loose coating, mill scale dirt, foreign matter, rust, rust stains, mold, mildew, mortar, efflorescence, weld splatter and slag, and sealers from surfaces to be coated.
3. Remove hardware, hardware accessories, machined surfaces, plates, lighting fixtures, and similar items in place and not to be finish-coated, or provide surface-applied protection prior to surface preparation and coating operations. Remove, if necessary, for complete coating of items and adjacent surfaces. Following completion of coating of each space or area, reinstall removed items.
4. Prepare hair line cracks (1/64" or less) per manufacturer's instructions. Reference the Details to repair cracks larger than 1/64".
5. Do not field coat the following work:
 - a. Sealant Joints.
 - b. Prefinished and natural finished items including but not limited to prefinished equipment, acoustic materials, finished mechanical and electrical equipment such as light fixtures and grilles.
 - c. Non-ferrous metal surfaces including aluminum, stainless steel, chromium plate, copper, and tern coated stainless steel except where noted coated.
 - d. Operating parts and labels.

C. MATERIALS PREPARATION

1. Mix and prepare coating materials in accordance with manufacturer's directions.
2. Stir materials before application to produce a mixture of uniform density, and stir as required during application. Do not stir surface film into material. Remove film and, if necessary, strain material before using. Continuously agitate zinc-rich primers.
3. Store materials not in actual use in tightly covered containers. Maintain containers used in storage, mixing and application of coating in a clean condition, free of foreign materials and residue.

3.3 APPLICATION

A. General

1. Apply coating in accordance with manufacturer's directions. Use applicators and techniques best suited for substrate and type of material being applied.
2. Apply additional coats when undercoats, stains, or other conditions show through final coat of coating, until coating film is of uniform finish, color, and appearance. Give special attention to ensure that surfaces, including edges, corners, crevices, welds, and exposed fasteners receive a dry film thickness equivalent to that of flat surfaces.
3. Generally, coating surfaces behind movable equipment same as similar exposed surfaces. Coating surfaces behind permanently-fixed equipment or furniture with prime coat only before final installation of equipment.
4. Do not coat over dirt, rust, scale, grease, moisture, scuffed surfaces, or conditions otherwise detrimental to formation of a durable coating film.

B. Scheduling Coating

1. All caulking and sealants shall be in place and thoroughly cured prior to application of coatings.
2. Apply first-coat material to surfaces that have been cleaned, pretreated, or otherwise prepared for coating as soon as practicable after preparation and before subsequent surface deterioration.
3. Allow sufficient time between successive coatings to permit proper drying. Do not recoat until coating has dried to where it feels firm, does not deform or feel sticky under moderate thumb pressure, and application of another coat of coating does not cause lifting or loss of adhesion of the undercoat.
4. Minimum Coating Thickness: Apply materials at not less than manufacturer's recommended spreading rate to establish a total dry film thickness as indicated.

C. Application

1. Apply prime coat of materials which is required to be coated or finished, and which

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has not been prime coated by others.

2. Recoat primed and sealed surfaces where there is evidence of suction spots or unsealed areas in first coat, to assure a finish coat with no burn-through or other defects due to insufficient sealing.
3. Pigmented (Opaque) Finishes: Complete cover to provide an opaque, smooth surface of uniform finish, color, appearance and coverage. Cloudiness, spotting, holidays, laps, brush marks, runs, sags, ropiness or other surface imperfections will not be acceptable.
4. Completed Work: Match approved samples for color, texture and coverage. Remove, refinish, or recoat work not in compliance with specified requirements.

3.4 CLEANING

- A. During progress of work, remove from site discarded coating materials, rubbish, cans, and rags at end of each work day.
- B. Upon completion of coating work, clean window glass and other coating-spattered surfaces. Remove spattered coating by proper methods of washing and scraping, using care not to scratch or otherwise damage finished surfaces.

3.5 SCHEDULES

- A. Coating colors shall be as indicated below:
 1. Color to be selected by Owner.

END OF SECTION

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DIVISION 32 - SITE WORK
SECTION 321723
PAVEMENT MARKINGS

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes

1. All labor, material, equipment, special tools, and services required to complete the work required for the project as indicated on the Drawings and in the Specifications, including but not limited to:
 - a. Line striping.
 - b. Directional arrows and text.

B. Related Sections

1. Section 030100: Concrete Repairs.

1.2 SUBMITTALS

- A. Manufacturer product data sheets.
- B. Manufacturer produced written verifications of compatibility with substrate.
- C. Shop drawing of pavement markings layout prior to removal.

1.3 QUALITY ASSURANCE

A. Applicable Codes

1. The Contractor shall comply with all Federal, State and Municipal laws, codes, ordinances and regulations applicable to the Work in this Contract and also with all requirements of the National Fire Protection Association, the National Electric Code, and the Occupational Safety and Health Administration (OSHA). If the above laws, codes or ordinances conflict with this Specification, then the laws, codes or ordinances shall govern, except in such cases where the Specification exceeds them in quality of materials or labor, then the Specifications shall be followed.

- B. Pavement marking manufacturer shall verify that the pavement marking media is compatible with the vehicular traffic membrane system-penetrating water repellent.

1.4 DELIVERY, STORAGE AND HANDLING

- A. Deliver materials to job site in sealed, undamaged containers. Each container shall be identified with material name, date of manufacture and batch number.
- B. Only those materials being used during any one work shift may be stored in the Work area. Coordinate location of storage area with the Owner.

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- C. Marking materials shall be kept sealed when not in use.
- D. Storage and handling of materials shall conform to the requirements of the applicable safety regulatory agencies.
- E. Storage areas shall be heated or cooled as required maintaining the temperatures within the range recommended by the manufacturer.

1.5 WARRANTY

- A. The Contractor shall warrant the pavement marking media from chipping and peeling for a period of two years.

PART 2 PRODUCTS

2.1 MATERIALS: PAINT

- A. Fast-Dry Acrylic Waterborne Traffic Marking Paint, by Aexcel Corporation.
- B. Set Fast Acrylic Aisle Marking Paint, by Sherwin Williams.
- C. Color to be selected by the Owner.

PART 3 EXECUTIONS

3.1 EXAMINATION

- A. The Contractor, prior to existing pavement marking removal, shall make drawings, take photographs, establish reference lines or perform other documentation necessary to ensure that existing pavement marking layout is duplicated upon completion of the Work specified in this Section.

3.2 PREPARATION

- A. Protection
 - 1. Contractor shall protect work area during all phases of the work including removal, preparation, and placement of materials.
 - 2. Provide barricades to close work area. Coordinate the time closing of required areas with the Owner.
 - 3. Prepare Level 1 slab via high pressure water blasting, 4,000 psi.

3.3 APPLICATION

- A. New Pavement Markings
 - 1. All pavement markings to be reinstalled at Level 1.
 - 2. The surface to be painted shall be clean and dry, free of dirt, debris and other loose materials.
 - 3. Paint shall be spray applied in 2 solid coats with no thin or bare spots in either coat.
 - 4. New pavement markings shall be straight and neat. Striping shall be geometrically

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accurate and uniform throughout the structure. Discrepancies shall be corrected at no additional cost to the Owner.

5. Traffic shall not be permitted on new pavement markings until media has properly cured per manufacturer's requirements.
6. New pavement markings shall line up with existing markings on vertical surfaces; otherwise, Contractor shall remove and replace markings on vertical surfaces.

3.4 CLEAN-UP

- A. After each day's work, remove containers, rubbish and rags.
- B. Remove drips, overspray and spillage of material from all surfaces.

END OF SECTION