

**CONTRACT DOCUMENTS
AND
SPECIFICATIONS**

DIVISION OF PARKS AND RECREATION

FOR

**CONSTRUCTION OF BASEBALL
FIELD AT CARDINAL RUN
BASEBALL COMPLEX**

Bid No. 140-2016

Prepared by the Division of Parks and Recreation

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Construction of Baseball Field at Cardinal Run Base

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PART 1

ADVERTISEMENT FOR BIDS

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ADVERTISEMENT FOR BIDS

1. INVITATION

Sealed proposals for the following work will be received by the Lexington-Fayette Urban County Government (LFUCG) until 2:00 p.m., local time, **October 19, 2016**, for furnishing all labor and/or materials and performing all work as set forth by this advertisement, conditions (general and special), specifications, and/or the drawings prepared by the Division of Parks and Recreation. Immediately following the scheduled closing time for reception of bids, all proposals which have been submitted in accordance with the above will be publicly opened and read aloud.

2. DESCRIPTION OF WORK

Consisting of the construction and/or furnishing of items as listed in the Bid Schedule beginning on page P-6, Part III, Form of Proposal, of this document, for the Construction of Baseball Field at Cardinal Run Baseball Complex, 2000 Parkers Mill Rd., Lexington-Fayette County, Kentucky.

3. OBTAINING PLANS, SPECIFICATIONS, AND BID DOCUMENTS

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

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

LFUCG
Division of Central Purchasing
200 East Main Street, Third Floor, Rm 338
Lexington, Kentucky 40507
(859) 258-3320

LFUCG Procurement Website:
<https://lexingtonky.ionwave.net>

4. METHOD OF RECEIVING BIDS

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

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

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

5. METHOD OF AWARD

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

6. BID WITHDRAWAL

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

7. BID SECURITY

If the bid is \$50,000 or greater, bid shall be accompanied by a certified /cashier's 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 certified check or cashier's check is also acceptable forms of bid security.

8. SUBMISSION OF BIDS

CONTRACTORS shall submit their bids to the Lexington-Fayette Urban County Government, Division of Purchasing, Third Floor, 200 East Main Street, Lexington, Kentucky 40507. Bids shall be submitted in a sealed envelope not later than 2:00 p.m. local

time, **October 19, 2016**. Sealed proposals shall be clearly marked on the outside of the container as follows: Company Name and Address, Bid Invitation Number, and Project Name to be opened at 2:00 p.m. local time **October 19, 2016**. Bids are to remain sealed until official Bid closure time. Bids received after the scheduled closing time for receipt of bids will not be considered and will be returned unopened.

9. RIGHT TO REJECT

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

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

The successful bidder must submit with their bid the following items to the Lexington-Fayette Urban County Government:

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

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

All submissions should be directed to:

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

11. NOTICE CONCERNING MWDBE GOAL

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. The goal for the utilization of Disadvantaged Business Enterprises as subcontractors is a recommended goal. Contractor(s) who fail to meet such goal 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 Enterprises 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. PRE-BID MEETING

A non-mandatory pre-bid meeting will be held at 11:00 AM local time on October 11, 2016 at 2000 Parkers Mill Road, 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 at the Division of Purchasing, at the time and in the manner set forth in the Advertisement for Bids, and the Bids will then be publicly opened and read aloud. The OWNER may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all bids. Any bid may be withdrawn prior to the scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within 60 days after the actual time and date of the bid opening, but OWNER may, in its sole discretion, release any bid and return the Bid Security prior to that date.

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

2. PREPARATION OF BID

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

3. SUBCONTRACTS

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

4. QUALIFICATION OF BIDDER

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

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

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

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

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

Each bidder agrees to waive any claim it has or may have against the Owner, the Consultant, 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 **\$200.00** per day as liquidated damages, or the sum as specified in the Contract for each consecutive calendar day thereafter as hereinafter provided in the General Conditions.

8. EXAMINATION OF CONTRACT DOCUMENTS AND SITE

- A. It is the responsibility of each Bidder before submitting a Bid, to (a) examine the Contract Documents thoroughly, (b) visit the site(s) to become familiar with local conditions that may affect cost, progress, performance or furnishing of the work, (c) consider Federal, State and Local laws and regulations that may affect cost, progress, performance or furnishing of the work, (d) study and carefully correlate Bidder's observations with the Contract Documents, and (e) notify Consultant of all conflicts, errors or discrepancies in the Contract Documents.
- B. Bidders should examine the requirements of section 4 of the General Conditions for information pertaining to subsurface conditions, underground structures, underground facilities, and availability of lands, easements, and rights-of-way. The completeness of data, presented in the Contract Documents, pertaining to subsurface conditions, underground structures, and underground facilities for the purposes of bidding or construction is not assured. The Bidder will, at Bidder's own expense, make or obtain any additional examinations, investigations, explorations, tests and studies and obtain any additional information and data which pertain to the physical conditions (surface and subsurface) which may affect cost, progress, performance or furnishing of the Work and which Bidder deems necessary to determine its Bid for performing and furnishing the Work in accordance with the time, price, and other terms and conditions of the Contract Documents. On request in advance, OWNER will provide access to the site to conduct such explorations and tests as each Bidder deems necessary for submission of a bid. Bidder shall fill all holes, clean up and restore the site to its former condition upon completion of such explorations.
- C. The submission of a Bid will constitute an incontrovertible representation by the Bidder that Bidder has complied with every requirement of this paragraph 8; that without exception the Bid is premised upon furnishing and performing the Work required by the Contract Documents and such means, methods, techniques, sequences or procedures of construction as may be indicated in or required by the Contract Documents; and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

9. ADDENDA AND INTERPRETATIONS

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

10. SECURITY FOR FAITHFUL PERFORMANCE

- A. Simultaneously with his delivery of the executed Contracts, the CONTRACTOR shall furnish a surety bond or bonds as security for the faithful performance of this Contract and for payment of all persons performing labor on the Project under this Contract and furnishing materials in connection with this Contract, as specified in the General Conditions. The surety on such bond or bonds shall be a duly authorized surety company satisfactory to the OWNER and authorized to do business in the Commonwealth of Kentucky.
- B. All bonds required by this Contract and laws of this State shall be placed with agents licensed in the State of Kentucky. When the premium is paid for such coverage's, the full commission shall be paid to such local agent who shall not divide such commission with any person other than a duly licensed resident local agent.
- C. **Contractor shall use standard Performance and Payment Bond forms such as documents provided with this contract book or AIA form A312-1984 (or later). Each document will be for 100% of the Contract Bid Amount.**

11. POWER OF ATTORNEY

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

12. TAXES AND WORKMEN'S COMPENSATION

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

13. LAWS AND REGULATIONS

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

14. EROSION AND SEDIMENT CONTROL AND PERMITS

The CONTRACTOR and Subcontractors performing work on projects on behalf of the OWNER shall also comply with all applicable federal, state, and local environmental

regulations and all requirements and conditions set forth in "special" permits including but not limited to Corp of Engineers 404 permits, 401 Water Quality Certifications, Stream Crossing and Floodplain Encroachment Permits as described in Part 4 General Conditions Paragraph 5.17.

15. PREVAILING WAGE LAW AND MINIMUM HOURLY RATES

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

16. AFFIRMATIVE ACTION PLAN

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

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

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

All submissions should be directed to:

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

17. CONTRACT TIME

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

18. SUBSTITUTE OR "OR-EQUAL" ITEMS

The Contract, if awarded, will be on the basis of materials and equipment described in the Drawings or specified in the Specifications without consideration of possible substitute or "or-equal" items. Whenever it is indicated in the Drawings or specified in the Specifications that a substitute or "or-equal" item of material or equipment may be furnished or used by the CONTRACTOR if acceptable to the CONSULTANT and

OWNER, application for such acceptance will not be considered by the CONSULTANT and OWNER until after the effective date of the Agreement. The procedure for submission of any such application by the CONTRACTOR and consideration by the CONSULTANT and OWNER is set forth in the General Conditions.

19. ALTERNATE BIDS

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

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

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

20. SIGNING OF AGREEMENT

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

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

A. Outreach for MWD BE(s)

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

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

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

D. MWDBE Subcontractors

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

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PART III

Invitation to Bid No. 140-2016

Construction of Baseball Field at Cardinal Run Park

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 **Construction of Baseball Field at Cardinal Run Park** having examined the Plans and Specifications with related documents, having examined the site for proposed Work, and being familiar with all of the conditions surrounding the construction of the proposed Project, including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to construct the Project in accordance with the Contract Documents, within the time set forth therein, and at the lump sum and/or unit prices stated hereinafter. These prices are to cover all expenses incurred in performing the Work required under the Contract Documents, of which this proposal is a part. The OWNER will issue work orders for work to be performed under this Contract.

BIDDER hereby agrees to commence work under this contract on or before a date to be specified in the Notice to Proceed and to fully complete the project within the time provided in the

Purchase Order or Work Orders issued by the OWNER. BIDDER further agrees to pay liquidated damages, the sum of \$200.00 for each consecutive calendar day thereafter.

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 the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of a contract to the Bidder will not violate any provision of the campaign finance laws of the Commonwealth.
 6. Bidder has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as the "Ethics Act."
 7. Bidder acknowledges that "knowingly" for purposes of this Affidavit means, with respect to conduct or to circumstances described by a statute or ordinance defining an offense, that a person is aware or should have been aware that his conduct is of that nature or that the circumstance exists.
- Further, Affiant sayeth naught.

(Affiant)

STATE OF _____

COUNTY OF _____

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

_____ on this the _____ day of _____, 20_____.

My Commission expires: _____

NOTARY PUBLIC, STATE AT LARGE

4. BID SCHEDULE – SCHEDULE OF VALUES

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

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 lump sum based bid, the item total is the bid amount the Division uses for bid comparison.

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.

Contract award will be made based on any combination of bid alternates selected.

Item No.	Description w/Unit Bid Price Written in Words	Estimated Quantity	Unit	Total Bid Amount
1.	New Black Vinyl coated chain link fencing and backstop in accordance with the Contract Documents <div style="text-align: right;">_____ Dollars _____ Cents</div>	1	LS	\$ _____
2.	New 10'x30' Dugouts with team benches (to include concrete pads) fencing in accordance with the Contract Documents (2 each) <div style="text-align: right;">_____ Dollars _____ Cents</div>	1	LS	\$ _____
3.	Infield grading and Infield soil mix 1,500 square yards at 6" deep in accordance with the Contract Documents <div style="text-align: right;">_____ Dollars _____ Cents</div>	1	LS	\$ _____
4.	Erosion Control, fiber log check dam in accordance with the Contract Documents (150 LF) <div style="text-align: right;">_____ Dollars _____ Cents</div>	1	LS	\$ _____

Item No.	Description w/Unit Bid Price Written in Words	Estimated Quantity	Unit	Total Bid Amount
5.	Seeding and cover for all areas disturbed by construction in accordance with the Contract Documents _____ Dollars	1	LS	\$ _____
6.	New Electrical conduit and 16"x16" weather proof metal box with GFI switch and Duplex receptacle in accordance with the Contract Documents (480 LF) _____ Dollars _____ Cents	1	LS	\$ _____
7.	New bases and portable mound in accordance with the Contract Documents _____ Dollars _____ Cents	1	LS	\$ _____
8.	New concrete walks, 235 square yards in accordance with the Contract Documents _____ Dollars _____ Cents	1	LS	\$ _____

TOTAL OF ALL BID PRICES FOR Construction of Baseball Field at Cardinal Run Park Project (Items 1 through 8) in words and figures. In case of discrepancy, the amount shown in words will govern.

 _____ (\$ _____).

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. 4.5" 4000psi Concrete pavement over 6" compacted DGA	_____ SY
2. 4000psi Formed Class A Concrete	_____ CY
3. Infield Mix (supplied and placed)	_____ CY
4. Gravel Drain Field (per specifications for backstop area)	_____ LF
5. Site Grading (equipment and operator to relocate on site material)	_____ HR
6. Top Soil delivered and placed on site	_____ CY
7. Clay (subgrade) delivered and placed on site	_____ CY
8. 2" o.d. schedule 40 pvc sleeve (installed with locate string)	_____ LF
9. Seed & cover	_____ SY
10. Sod	_____ SY
11. Standard concrete header curb (LFUCG drawing # 302)	_____ LF
14. #57 crushed stone (supplied and placed)	_____ TN
12. Dense grade aggregate (supplied and placed)	_____ TN
13. Rock removal (Highly weathered, broken limestone that can be effectively excavated with normal earth trenching equipment will not be classified as rock removal)	_____ CY

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 – Extension

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).

NAME

LOCATION

CONTRACT SUM

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

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

NAME

LOCATION

CONTRACT SUM

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

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

NAME

POSITION DESCRIPTION

**NO. OF YEARS
WITH BIDDER**

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

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 may be required to submit to the OWNER within 7 calendar days following the Bid Opening, a sworn statement regarding all current work on hand and under contract, and a statement on the OWNER'S form of the experience of our officers, office management and field management personnel. Additionally, if requested by the OWNER, we will within 7 days following the request submit audited financial statements and loss history for insurance claims for the 3 most recent years (or a lesser period stipulated by the OWNER).

6. LIST OF PROPOSED SUBCONTRACTORS

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

<u>BRANCH OF WORK - LIST EACH MAJOR ITEM</u> Such as: Grading, bituminous paving, concrete, seeding and protection, construction staking, etc.	<u>SUBCONTRACTOR</u>	<u>DBE</u> <u>Yes/No</u>	<u>% of Work</u>
1. _____	Name: _____	_____	_____
	Address: _____		
2. _____	Name: _____	_____	_____
	Address: _____		
3. _____	Name: _____	_____	_____
	Address: _____		
4. _____	Name: _____	_____	_____
	Address: _____		
5. _____	Name: _____	_____	_____
	Address: _____		
6. _____	Name: _____	_____	_____
	Address: _____		
7. _____	Name: _____	_____	_____
	Address: _____		

(Attach additional sheet(s) if necessary.)

7. **LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT MWDBE PARTICIPATION GOALS, FORMS, AND GOOD FAITH EFFORTS**

A. GENERAL

- 1) The LFUCG request all potential contractors to make a concerted effort to include Minority-Owned (MBE), Woman-Owned (WBE), Disadvantaged (DBE) and Veteran-Owned Small Business (VOSB) Enterprises as subcontractors or suppliers in their bids.
- 2) Toward that end, the LFUCG has established 10% of total procurement costs as a Goal for participation of Minority-Owned, Woman-Owned and Disadvantaged Businesses on this contract.
- 3) The LFUCG has also established a 3% of total procurement costs as a Goal for participation of Veteran-Owned Small Businesses.
- 4) **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.**

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 subcontractors or Veteran-Owned 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 subcontractors and suppliers of each Bid Package, including information on the scope of work, the pre-bid meeting time and location, the bid date, and all other pertinent information regarding the project.

C. DEFINITIONS

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

- 2) A Woman-Owned Business Enterprise (WBE) is defined as a business which is certified as being at least 51% owned and operated by one or more Non-Minority Females.
- 3) A Disadvantaged Business (DBE) is defined as a business which is certified as being at least 51% owned and operated 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 and operated 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 Economic Engine and showed evidence of contacting the companies on the list(s).
- g. 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.
- h. 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.
- i. Followed up initial solicitations by contacting MWDBEs and Veteran-Owned businesses to determine their level of interest.
- j. Provided the interested MWBDE firm and/or Veteran-Owned businesses with adequate and timely information about the plans, specifications, and requirements of the contract.
- k. Selected portions of the work to be performed by MWDBE firms and/or Veteran-Owned businesses in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE and Veteran participation, even when the prime contractor may otherwise perform these work items with its own workforce
- l. Negotiated in good faith with interested MWDBE firms and Veteran-Owned businesses not rejecting them as unqualified without sound reasons based on a thorough

investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.

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

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

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

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

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

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



MINORITY BUSINESS ENTERPRISE PROGRAM

Sherita Miller
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 167-91—Disadvantaged Business Enterprise (DBE) 10% Goal Plan in July of 1991. The resolution states in part (a full copy is available in Central Purchasing):

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

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

- African-American
- Hispanic-American
- Asian/Pacific Islander
- Native American/Native Alaskan
- Non-Minority Female
- Economically and Socially Disadvantaged

In addition, to that end the city council also adopted and implemented resolution 167-91—Veteran-owned Businesses, 3% Goal Plan in July of 2015. The resolution states in part (a full copy is available in Central Purchasing):

“A resolution adopting a three percent (3%) minimum goal for certified veteran-owned small businesses and service disabled veteran-owned businesses for certain of those Lexington-Fayette Urban County contracts related to construction for

professional services, and authorizing the Division of Purchasing to adopt and implement guidelines and/or policies consistent with the provisions and intent of this resolution by no later than July 1, 2015.”

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	Shirie Hawkins UK SBDC	smack@uky.edu	859-257-7666
Community Ventures Corporation	Phyllis Alcorn	palcorn@cvky.org	859-231-0054
KY Transportation Cabinet (KYTC)	Melvin Bynes	Melvin.bynes2@ky.gov	502-564-3601
KYTC Pre-Qualification	Shella Eagle	Shella.Eagle@ky.gov	502-782-4815
Ohio River Valley Women’s Business Council (WBENC)	Sheila Mixon	smixon@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@nwvoc.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	paatricem@keynewsjournal.com	859-373-9428



LFUCG MWDBE PARTICIPATION FORM
 Bid/RFP/Quote Reference # _____

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

MWDBE Company, Name, Address, Phone, Email	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



LFUCG MWDBE SUBSTITUTION FORM

Bid/RFP/Quote Reference # _____

The substituted MWDBE and/or Veteran subcontractors listed below have agreed to participate on this Bid/RFP/Quote. These substitutions were made prior to or after the job was in progress. These substitutions were made for reasons stated below and are now being submitted to 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. Failure to submit this form may cause rejection of the bid.

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



MWDBE QUOTE SUMMARY FORM

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.

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

(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



LFUCG SUBCONTRACTOR MONTHLY PAYMENT REPORT

The LFUCG has a 10% goal plan adopted by city council to increase the participation of minority and women owned businesses in the procurement process. The LFUCG also has a 3% goal plan adopted by cited council to increase the participation of veteran owned businesses in the procurement process. In order to measure that goal LFUCG will track spending with MWDBE and Veteran vendors on a monthly basis. By the signature below of an authorized company representative, you certify that the information is correct, and that each of the representations set forth below is true. Any misrepresentation may result in termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims. Please submit this form monthly to the Division of Central Purchasing/ 200 East Main Street / Room 338 / Lexington, KY 40507.

Bid/RFP/Quote # _____

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 Economic Engine 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

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

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

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

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

The Act further provides:

KRS 45.610. Hiring minorities – Information required

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

practices and work sites by the contracting agency and the department for purposes of investigation to ascertain compliance with KRS 45.560 to 45.640 and such rules, regulations and orders issued pursuant thereto.

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

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

KRS 45.630 Termination of existing employee not required, when

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

KRS 45.640 Minimum skills

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

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

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-3, Section 2, Part 4.1 – see provisions	CGI	\$1,000,000 per occ. And \$2,000,000 aggregate	\$			
SC-3, Section 2, Part 4.1 – see provisions	AUTO	\$2,000,000/per occ.	\$			
SC-3, Section 2, Part 4.1 – see provisions	WC	Statutory w /endorsement as noted	\$			

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

Agency or Brokerage _____ Name of Authorized Representative _____

Street Address _____ Title _____

City _____ State _____ Zip _____ Authorized Signature _____

Telephone Number _____ Date _____

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

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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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

Not applicable

1.34 Work

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

1.35 Time Period

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

2. PRELIMINARY MATTERS

2.1 Delivery of Bonds

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

2.2 Copies of Documents

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

2.3 Commencement of Contract Time; Notice to Proceed

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

2.4 Starting the Project

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

2.5 Before Starting Construction

Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. CONTRACTOR shall promptly report in writing to 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; and (5) The establishment of procedures for effectively implementing the LFUCG's 10% minimum DBE goals.

2.8 Finalizing Schedules

At least ten days before submission of the first Application for Payment a conference attended by CONTRACTOR, 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 in the Contract Documents is required, a Change Order will be issued as provided in Article 10 to reflect and document the consequences of the inaccuracy or difference.

4.2.6 Possible Price and Time Adjustments

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

4.3 Physical Conditions-Underground Facilities

4.3.1 Shown or Indicated

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

based on information and data furnished to OWNER or 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.

13.3 CONTRACTOR'S Warranty of Title

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

13.4 Review of Applications for Progress Payment

13.4.1 Submission of Application for Payment

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

13.4.2 CONSULTANT'S Recommendation

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

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

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

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

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

13.5 Partial Utilization

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

13.6 Final Inspection

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

13.7 Final Application for Payment

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

13.8 Final Payment and Acceptance

13.8.1 CONSULTANT'S Approval

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

13.8.2 Delay in Completion of Work

If, through no fault of CONTRACTOR, final completion of the Work is significantly delayed, OWNER shall, upon receipt of CONTRACTOR'S final Application for Payment and recommendation of CONSULTANT, and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by OWNER for Work not fully completed or corrected is

less than the retainage stipulated in the Agreement, and if Bonds have been furnished as required in paragraph 10 of Part II, Information for Bidders, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by CONTRACTOR to CONSULTANT with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

13.9 CONTRACTOR'S Continuing Obligation

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

13.10 Waiver of Claims

The making and acceptance of final payment will constitute:

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

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

14. SUSPENSION OF WORK AND TERMINATION

14.1 OWNER May Suspend Work

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

14.2 OWNER May Terminate

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

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

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

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

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

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

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

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

14.2.8 if CONTRACTOR disregards the authority of CONSULTANT, or

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

OWNER may, after giving CONTRACTOR (and the surety) seven days' written notice and to the extent permitted by Laws and Regulations,

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

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

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

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

14.3 CONTRACTOR'S Services Terminated

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

14.4 Payment After Termination

Upon seven days' written notice to CONTRACTOR, OWNER may, without cause and without prejudice to any other right or remedy, elect to abandon the Work and terminate the Agreement. In such case, CONTRACTOR shall be paid for all Work executed and any expense sustained plus reasonable termination expenses, which

will include, but not be limited to, direct, indirect and consequential costs (including, but not limited to, fees and charges of engineers, architects, attorneys and other professionals and court and arbitration costs).

14.5 CONTRACTOR May Stop Work or Terminate

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

15. MISCELLANEOUS

15.1 Claims for Injury or Damage

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

15.2 Non-Discrimination in Employment

The CONTRACTOR shall comply with the following requirements prohibiting discrimination:

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

15.2.2 That it is an unlawful practice for an employer:

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

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

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

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

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

15.3 Temporary Street Closing or Blockage

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

15.4 Percentage of Work Performed by prime CONTRACTOR

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

15.5 Clean-up

Cleanup shall progress, to the greatest degree practicable, throughout the course of the Work. The Work will not be considered as completed, and final payment will not be made, until the right-of-way and all ground occupied or affected by the

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

15.6 General

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

15.7 Debris Disposal

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

END OF SECTION

PART V
SPECIAL CONDITIONS
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1. **BLASTING** – not applicable.
2. **RISK MANAGEMENT PROVISIONS**
INSURANCE AND INDEMNIFICATION

INDEMNIFICATION AND HOLD HARMLESS PROVISION

- (5) 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.
- (6) 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.
- (7) 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.
- (8) These provisions shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this agreement.
- (9) 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 demonstrate the ability to assure compliance with the above Indemnity provisions and these other risk management provisions prior to final acceptance of its bid and the commencement of any work or provision of goods.

INSURANCE REQUIREMENTS

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

Required Insurance Coverage

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

<u>Coverage</u>	<u>Limits</u>
General Liability aggregate (Insurance Services Office Form CG 00 01)	\$1 million per occurrence, \$2 million or \$2 million combined single limit
Commercial Automobile Liability occurrence (Insurance Services Office Form CA 0001)	combined single, \$1 million per
Worker's Compensation	Statutory
Employer's Liability	\$500,000 - \$1 million

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 Products and Completed Operations coverage and Premises and Operations coverage unless it is deemed not to apply by LFUCG.

- d. The General Liability Policy shall include Explosion-Collapse Underground (XCU) coverage or an endorsement unless it is deemed not to apply by LFUCG.
- e. The Policy shall include Umbrella/Excess Liability coverage in the amount of \$2 million per occurrence, \$2 million aggregate, unless it is deemed not to apply by LFUCG.
- f. LFUCG shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed.
- g. Said coverage shall be written by insurers acceptable to LFUCG and shall be in a form acceptable to LFUCG. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.

Renewals

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

Deductibles and Self-Insured Programs

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

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.

END OF SECTION

PART VI
CONTRACT AGREEMENT

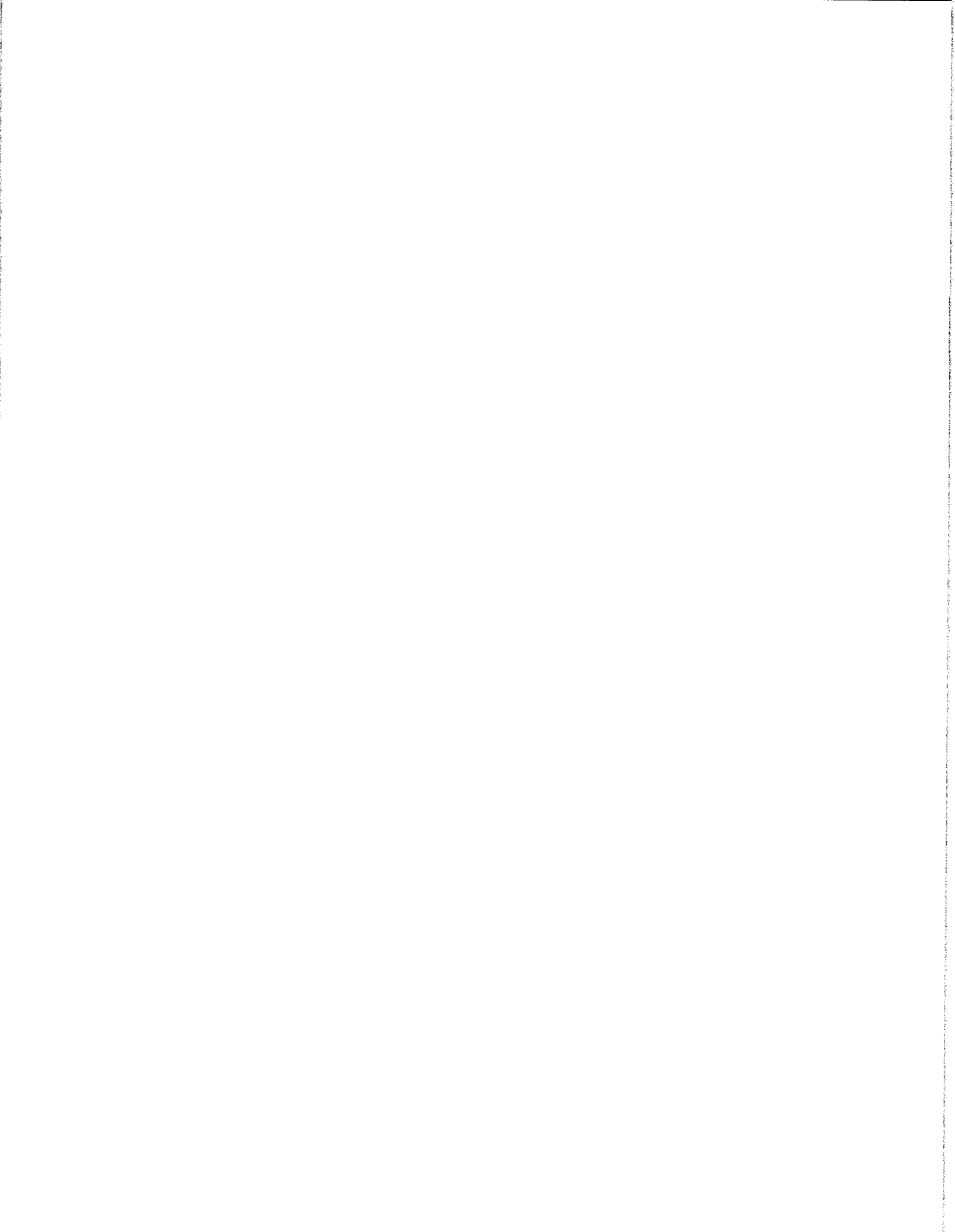
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PART VI
CONTRACT AGREEMENT

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PART VI

CONTRACT AGREEMENT

THIS AGREEMENT, made on the 1st day of December, 2016, by and between **Lexington-Fayette Urban County Government**, acting herein called "OWNER" and **Adams Contracting LLC** doing business as a corporation located in the City of Lexington, County of Fayette, and State of Kentucky, hereinafter called "CONTRACTOR."

WITNESSETH: That the CONTRACTOR and the OWNER in consideration of One Hundred Fifty-Five Thousand Five Hundred Dollars and No Cents (\$155,500) quoted in the proposal by the CONTRACTOR, dated October 19, 2016, 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 The Division of Parks and Recreation for Construction of Baseball Field at Cardinal Run Baseball Complex project.

2. TIME OF COMPLETION

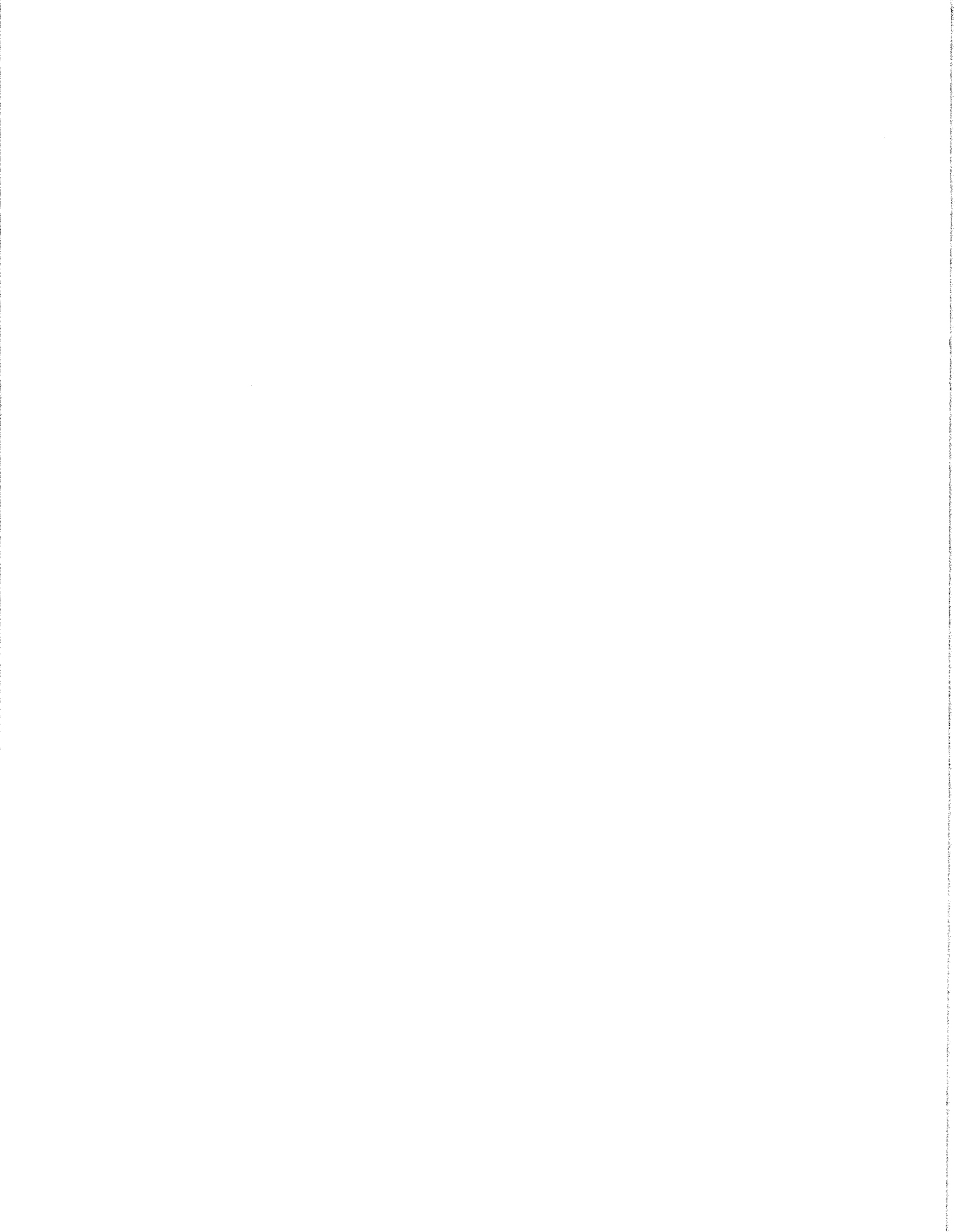
The time period estimated and authorized by the OWNER for the proper execution of the Work by the Contract, in full, is hereby fixed as forty-five (45) calendar days. The time shall begin in accordance with the Notice to Proceed provided by OWNER.

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 by the Engineer after consultation with the CONTRACTOR and the OWNER.

4. THE CONTRACT SUM

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



5. PROGRESS PAYMENTS

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

6. ACCEPTANCE AND FINAL PAYMENT

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

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

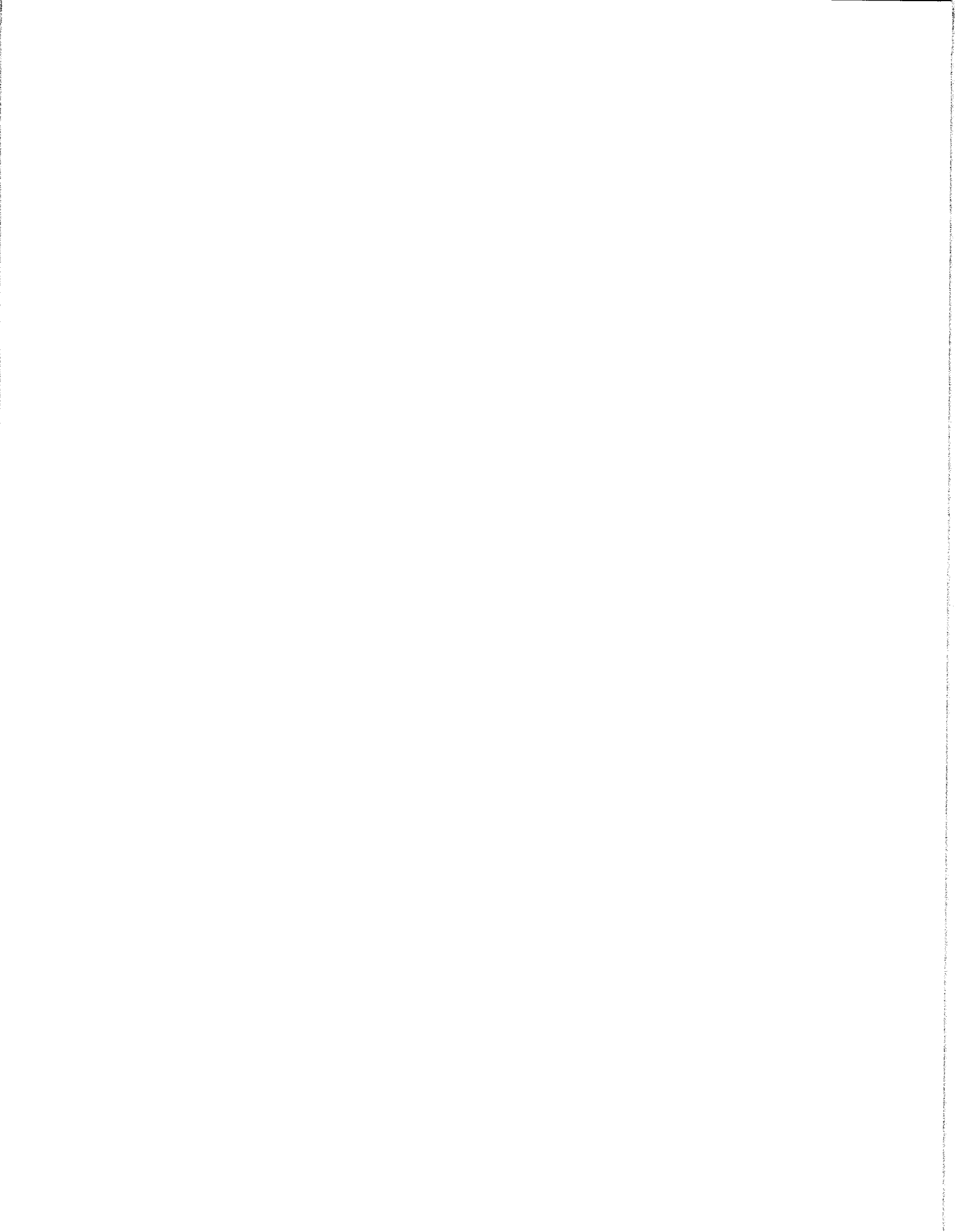
If, after the Work has been substantially completed, full completion thereof is materially delayed through no fault of the CONTRACTOR, and the ENGINEER so certifies, the OWNER shall upon certificate of the ENGINEER, and without terminating the Contract, make payment of the balance due for that portion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

7. THE CONTRACT DOCUMENTS

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

8. EXTRA WORK

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



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

SPECIFICATIONS

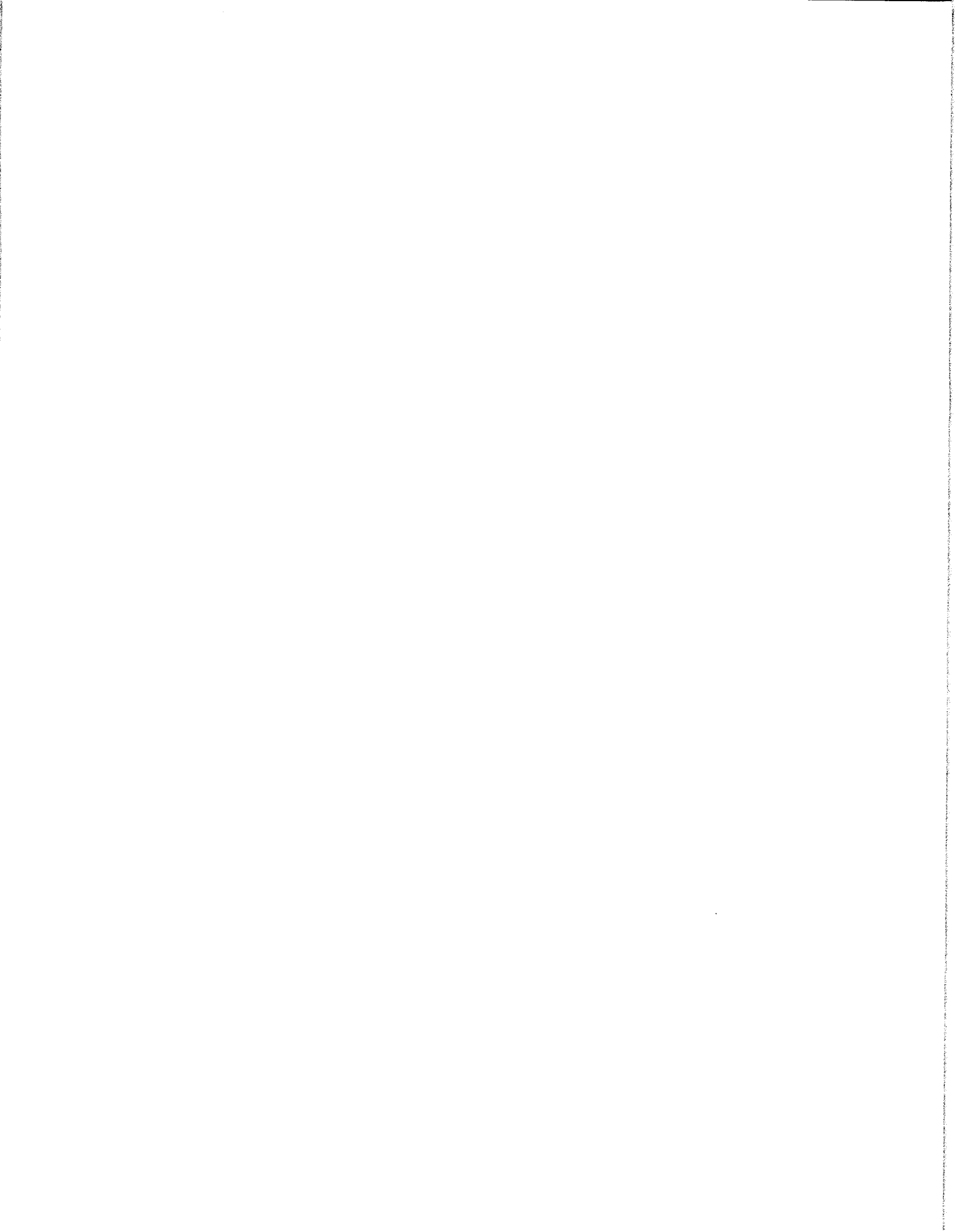
SECTION NO.	TITLE	PAGES
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II	Information for Bidders	IB 1 thru 10
III	Form of Proposal	P 1 thru 35
IV	General Conditions	GC 1 thru 51
V	Special Conditions	SC 1 thru 8
VI	Contract Agreement	CA 1 thru 5
VII	Performance and Payment Bonds	PB 1 thru 7
VIII	Addenda	AD 1 thru 1
IX	Technical Specifications	

Division 2 - Site Work

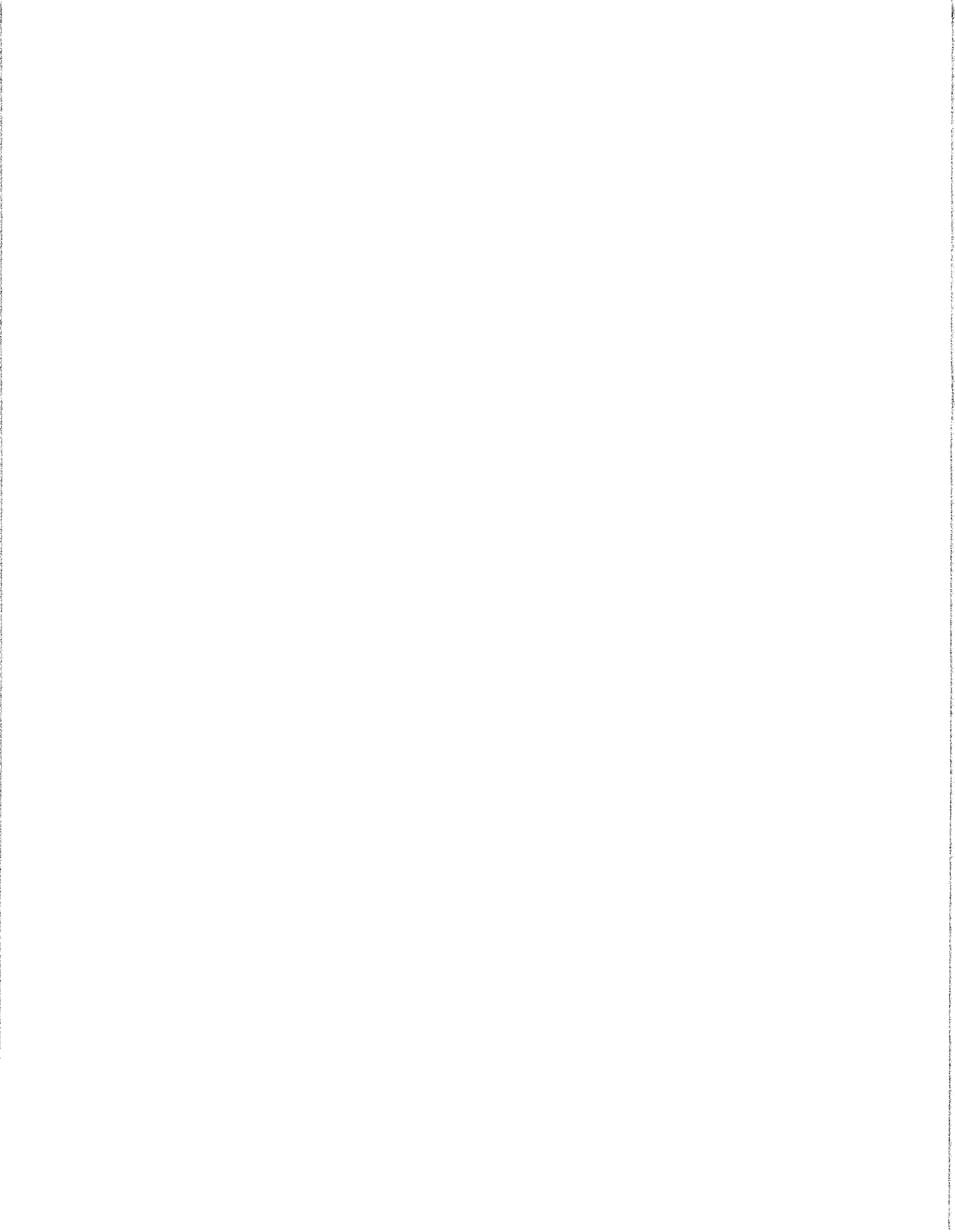
- Contractor is only required to perform bid items #1, 2, 3 and 4 outlined below. Bid items #5, 6, 7 and 8 are not awarded.
- Contractor will not be responsible for temporary or permanent seeding; therefore there is no warranty requirement on grass or turf. Warranties apply to actual work (below).
- Ditch/swale grading down the foul lines will not be required.
- The only disturbance and dressing required will be disturbance caused by installing the fence and the infield mix.

Work to be performed:

1. New Black Vinyl coated chain link fencing and backstop in accordance with the Contract Documents.
2. New 10'x30' Dugouts with team benches (to include concrete pads) fencing in accordance with the Contract Documents (2 each).
3. Infield grading and Infield soil mix 1,500 square yards at 6" deep in accordance with the Contract Documents.
4. Erosion Control, fiber log check dam in accordance with the Contract Documents (150 LF).

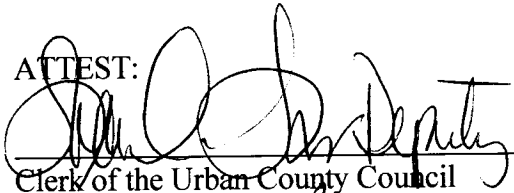
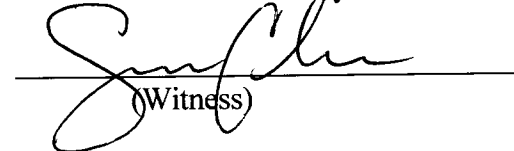


APPENDIX A Plan Drawings



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

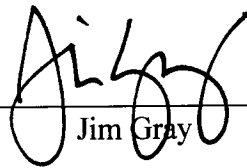
(Seal)

ATTEST:

Clerk of the Urban County Council

(Witness)

Lexington-Fayette Urban County Government.

Lexington, Kentucky

(Owner)

BY: 
Jim Gray

Mayor

(Title)

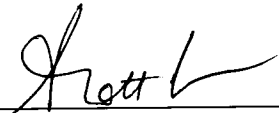
(Seal)


SR. PROJECT MANAGER


OFFICE MANAGER

Adams Contracting LLC

(Contractor)

BY: 

SCOTT ADAMS, P.E., PRESIDENT

(Title)

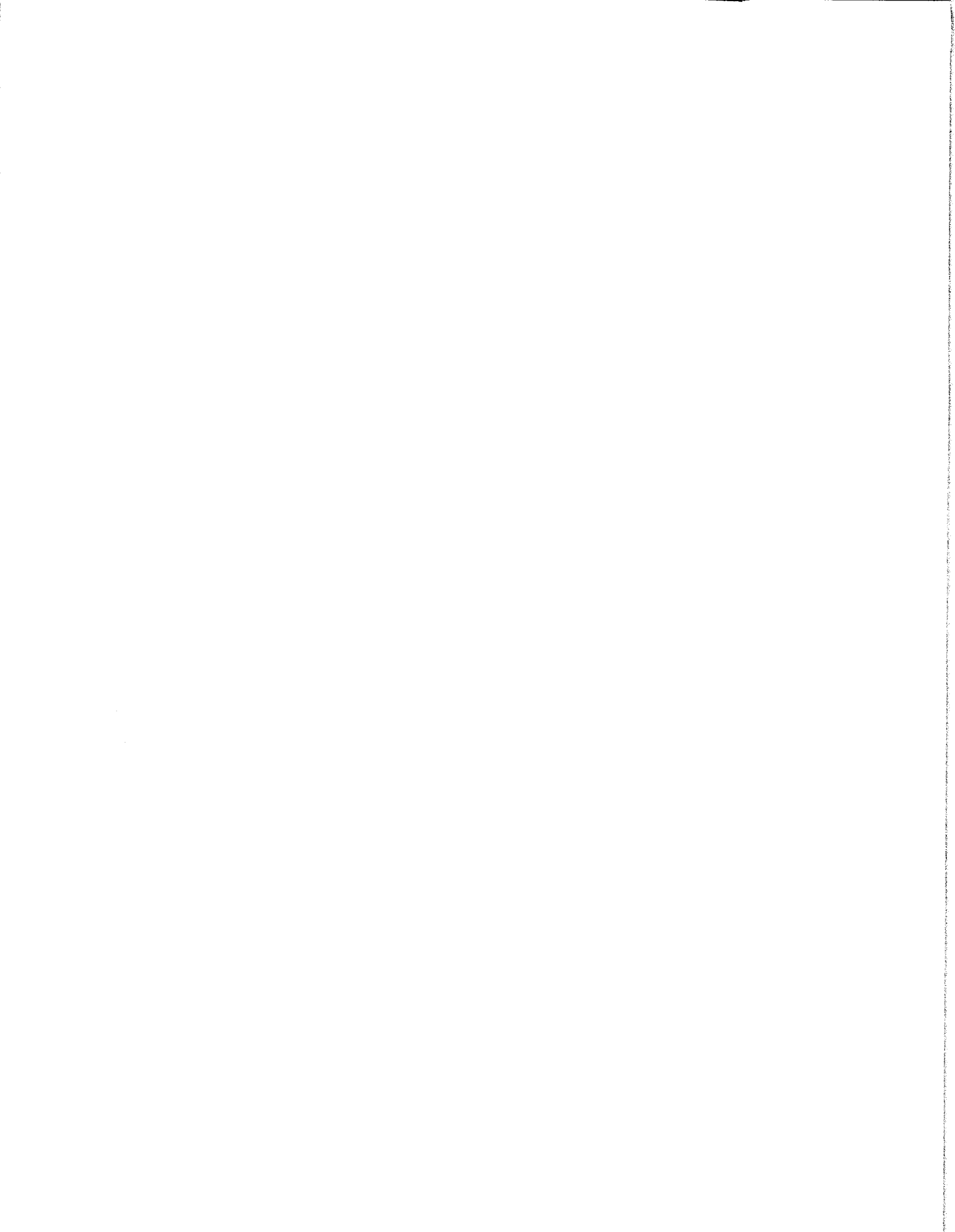
501 DARBY CREEK RD., STE. 18

LEXINGTON, KY 40509

(Address and Zip Code)

IMPORTANT: *Strike out any non-applicable terms.

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



MINUTES OF ANNUAL MEETING OF BOARD OF DIRECTORS
OF ADAMS CONTRACTING, LLC

An annual meeting of the directors of Adams Contracting, LLC (the "Company") was held on February 15, 2016, at 9:00 am, in Fayette County, Kentucky, for the purpose of reviewing the prior year's business and discussing corporate operations for the upcoming year, and for the transaction of any other business that may properly come before the meeting, including: the discontinuation of Angel Contracting (subsidiary), for recognizing again that Scott Adams is the sole member and President, for authorizing again that Scott Adams is approved to enter into contracts on behalf of the Company, Scott Adams is the only person authorized to sign documents on behalf of the company, for acknowledging that Loran Raschella is no longer employed with the company and cannot sign on behalf of the Secretary, that Melanie Anderkin has been hired as Senior Project Manager and has the authority to sign on behalf of the Secretary of the company, for maintaining Steven Henderson as attorney for the Company.

Scott Adams acted as chairperson and secretary of the meeting. The chairperson called the meeting to order and announced that the meeting held pursuant to written waiver of notice thereof and consent thereto signed by all of the directors of the Company and were attached to these minutes by the secretary. The secretary announced that the following directors, constituting a quorum of the full board, were present at the meeting: Scott Adams, Director. No directors were absent.

The meeting proceeded to the re-election of a president, a secretary, and a treasurer. The following were duly nominated and re-elected to the offices indicated before their names:

President: Scott Adams
Treasurer: Scott Adams
Secretary: Scott Adams

Each officer so elected, being present, accepted his office. The chairperson specifically noted that Angel Contracting (subsidiary), has discontinued its operations.

On the motion duly made, seconded, and unanimously carried, the following resolution was adopted:
RESOLVED, that Angel Contracting (subsidiary) is longer conducting business.


On the motion duly made, seconded, and unanimously carried, the following resolution was adopted:
RESOLVED, that ~~Scott Adams is the President and sole member of the Company and is authorized to sign contracts and other instruments as an agent of the Company.~~

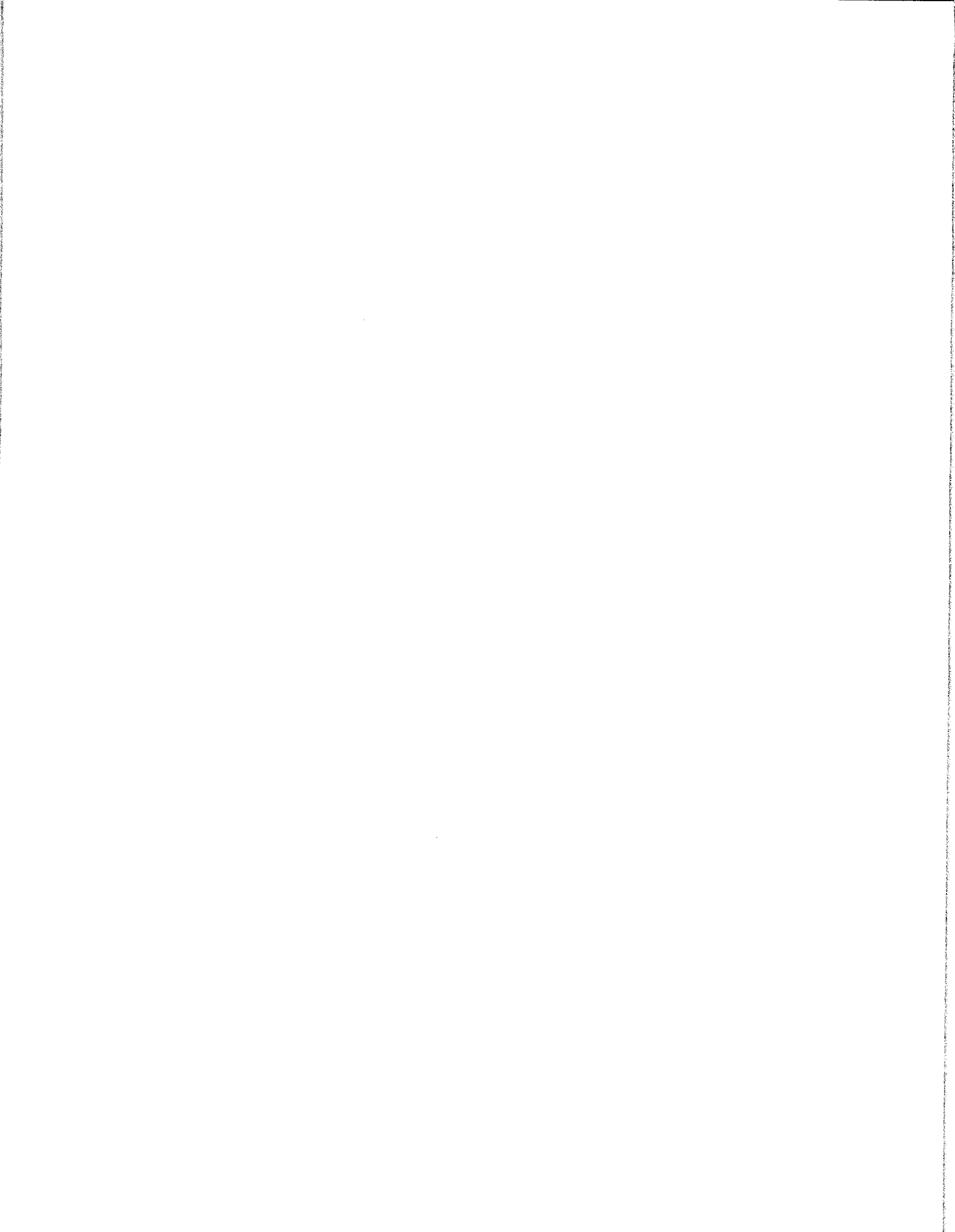
On the motion duly made, seconded, and unanimously carried, the following resolution was adopted:
RESOLVED, that ~~Melanie Anderkin can sign on behalf of the Secretary to attest the signature of the President.~~

On the motion duly made, seconded, and unanimously carried, the following resolution was adopted:
RESOLVED, that Steven Henderson, is the attorney for the Company.

There being no further business to come before the meeting, it was adjourned on motion duly made and unanimously carried.

Dated: 2-15-16


Secretary





ADAMCO-C02

BKREIS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/15/2016

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

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

PRODUCER Van Meter Insurance Group 505 Wellington Way Lexington, KY 40503	CONTACT NAME: PHONE (A/C, No, Ext): (859) 263-2771		FAX (A/C, No): (859) 263-1999
	E-MAIL ADDRESS: 		
INSURED Adams Contracting, LLC 501 Darby Creek Road, Suite 18 Lexington, KY 40509	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : American Fire and Casualty Company		24066
	INSURER B : Ohio Security Insurance Company		24082
	INSURER C : Ohio Casualty Insurance Company		24074
	INSURER D : Kentucky Associated General Contractors Self Insurance Fund		
	INSURER E : Columbia Casualty Company		31127
INSURER F :			

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

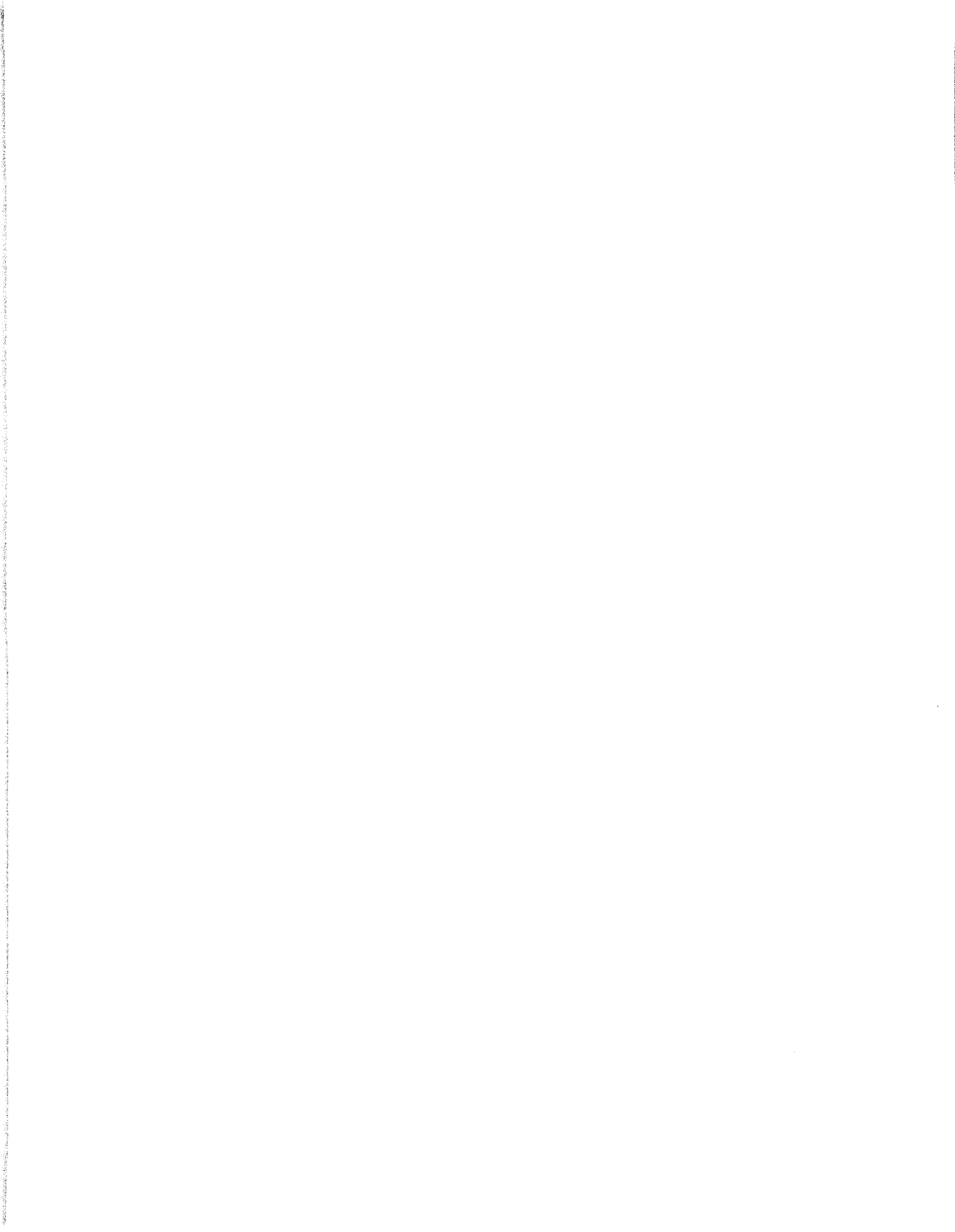
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		BKA56634471	04/01/2016	04/01/2017	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
							MED EXP (Any one person) \$ 15,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			BAS56634471	04/01/2016	04/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			USO56634471	04/01/2016	04/01/2017	EACH OCCURRENCE \$ 5,000,000
							AGGREGATE \$ 5,000,000
							\$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N	N / A	20634	01/01/2016	01/01/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
							E.L. EACH ACCIDENT \$ 4,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 4,000,000
							E.L. DISEASE - POLICY LIMIT \$ 4,000,000
A	Leased/Rented Eq			BKA56634471	04/01/2016	04/01/2017	500,000
E	Pollution			C6020591050	12/10/2015	12/10/2016	Occurrence/Aggregate 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Certificate holder is listed as additional insured by written contract with respects to the general liability.

Project: Bid 140-2016 Construction of Baseball Field at Cardinal Run

CERTIFICATE HOLDER LFUCG 200 East Main Street Lexington, KY 40507	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE



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:

PART VII

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that

Adams Contracting, LLC
(Name of CONTRACTOR)

501 Darby Creek Road, Suite 18, Lexington, KY 40509
(Address of CONTRACTOR)

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

called Principal, and SureTec Insurance Company
(Name of Surety)

1330 Post Oak Blvd., Suite 1100, Houston, TX 77056
(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

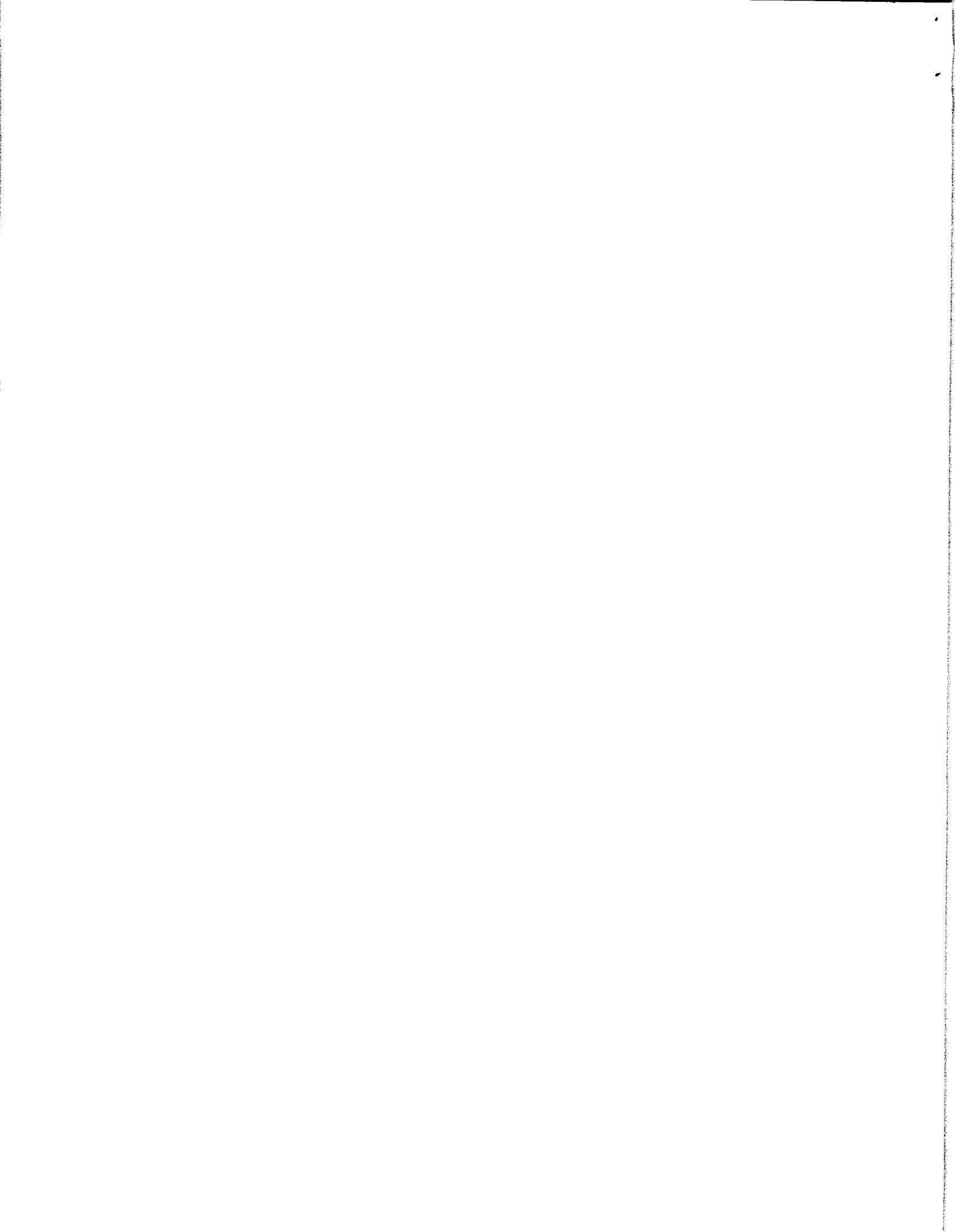
hereinafter called "OWNER" in the penal sum of: One Hundred Fifty-Five Thousand Five Hundred Dollars & 00/100
Dollars, (\$ 155,500.00), for the payment of whereof Principal and Surety bind themselves, their heirs,
executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal by written agreement is entering into a Contract with OWNER for
Construction of Baseball Field at Cardinal Run Baseball Complex in accordance with drawings and
specifications prepared by: The Division of Parks and Recreation 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.

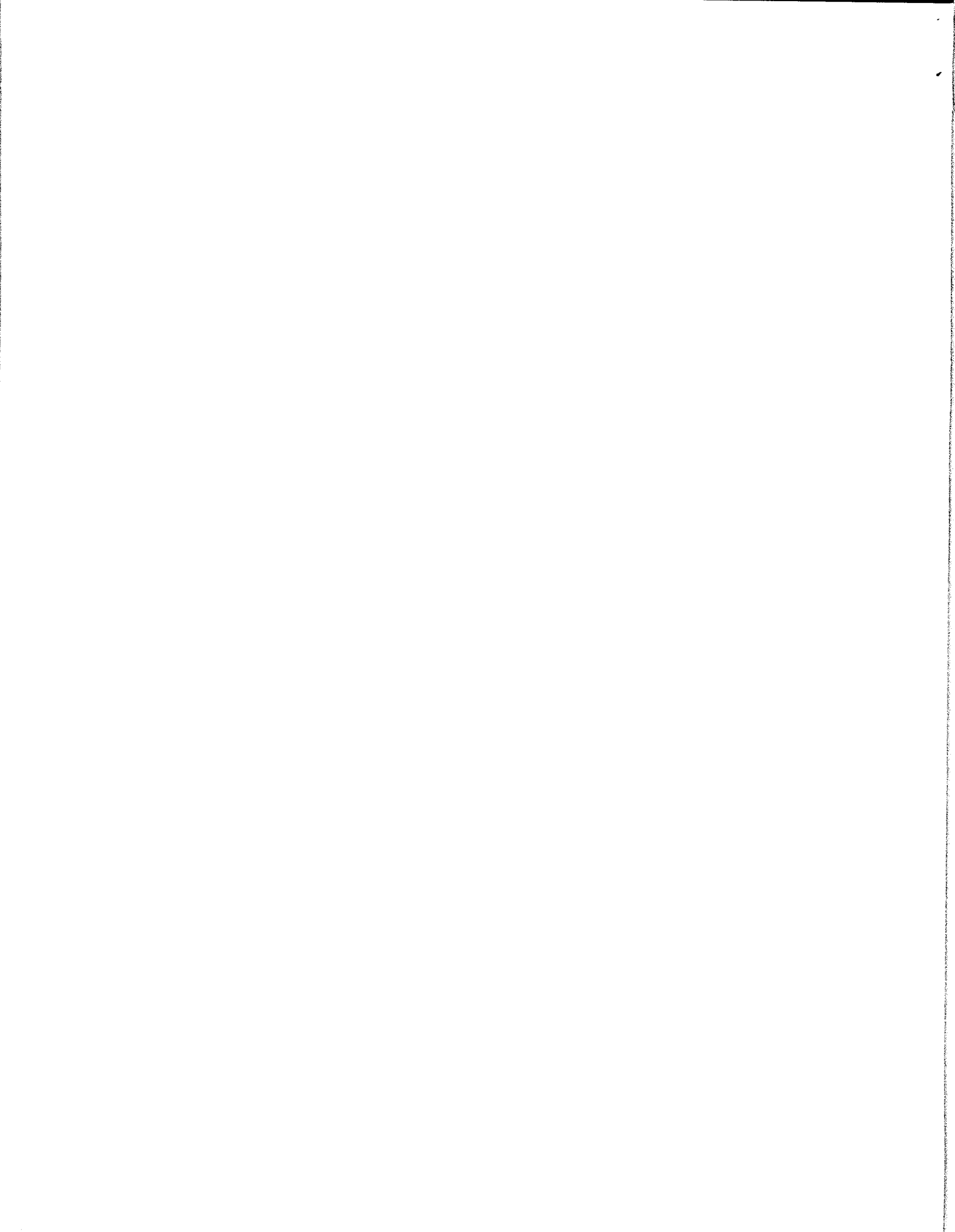
Whenever, Principal shall be, and declared by OWNER to be in default under the Contract, the OWNER
having performed OWNER'S obligations thereunder, the Surety may promptly remedy the default, or shall
promptly:



- (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 3 each one of which shall be
(number)
deemed an original, this the _____ day of _____, 20_____.

ATTEST:

Melanie Anderkin
(Principal) Secretary

Melanie Anderkin, P.E., Sr. Project Engineer

Adams Contracting, LLC

Principal

Scott Adams, P.E., President

BY: [Signature] (s)

501 Darby Creek Road, Suite 18

(Address)

Lexington, KY 40509

[Signature]

Witness as to Principal SARAH MUNIZ, OFFICE MANAGER

501 DARBY CREEK RD., STE. 18

(Address)

LEXINGTON, KY 40509

ATTEST:

(Surety) Secretary

(SEAL)

[Signature]

Witness as to Surety

1240 Fairway Street

(Address)

Bowling Green, KY 42103

SureTec Insurance Company

Surety

BY: [Signature]
Kenneth Albert Attorney-in-Fact

1330 Post Oak Blvd., Suite 1100

(Address)

Houston, TX 77056

TITLE: Attorney-in-Fact
Surety

BY: Kenneth Albert

TITLE: _____

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

1000

PART VII

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENT: that

Adams Contracting, LLC
(Name of Contractor)

501 Darby Creek Road, Suite 18, Lexington, KY 40509
(Address of Contractor)

a Corporation, hereinafter
(Corporation, Partnership or Individual)

called Principal, and SureTec Insurance Company
(Name of Surety)

1330 Post Oak Blvd., Suite 1100, Houston, TX 77056
(Address of Surety)

hereinafter called Surety, are held and firmly bound unto:

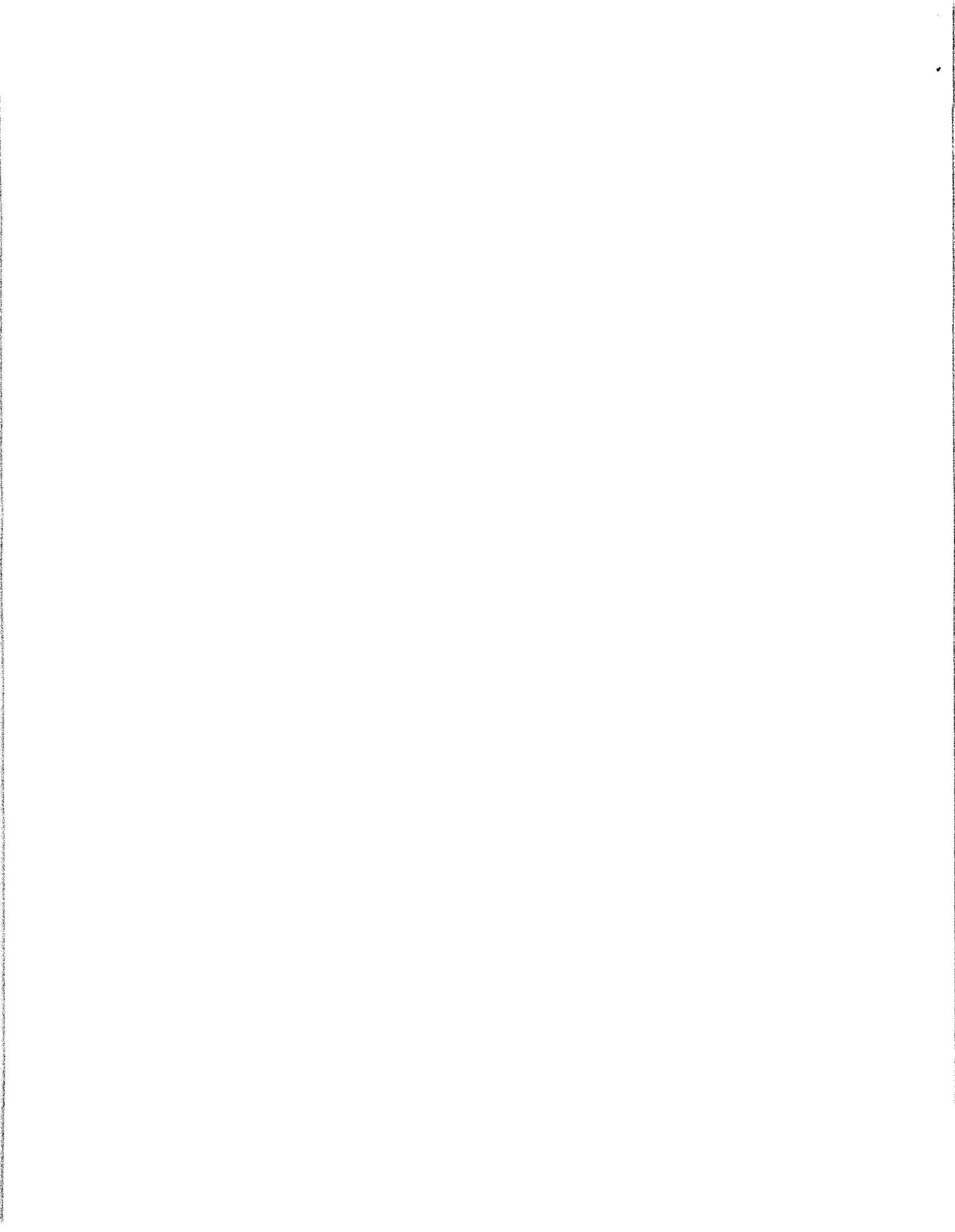
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
200 East Main Street, Third Floor
Lexington, Kentucky 40507

Obligee, hereinafter called OWNER, for the use and benefit of claimants as hereinafter defined, in the amount of One Hundred Fifty-Five Thousand Five Hundred Dollars & 00/100 Dollars (\$ 155,500.00) the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

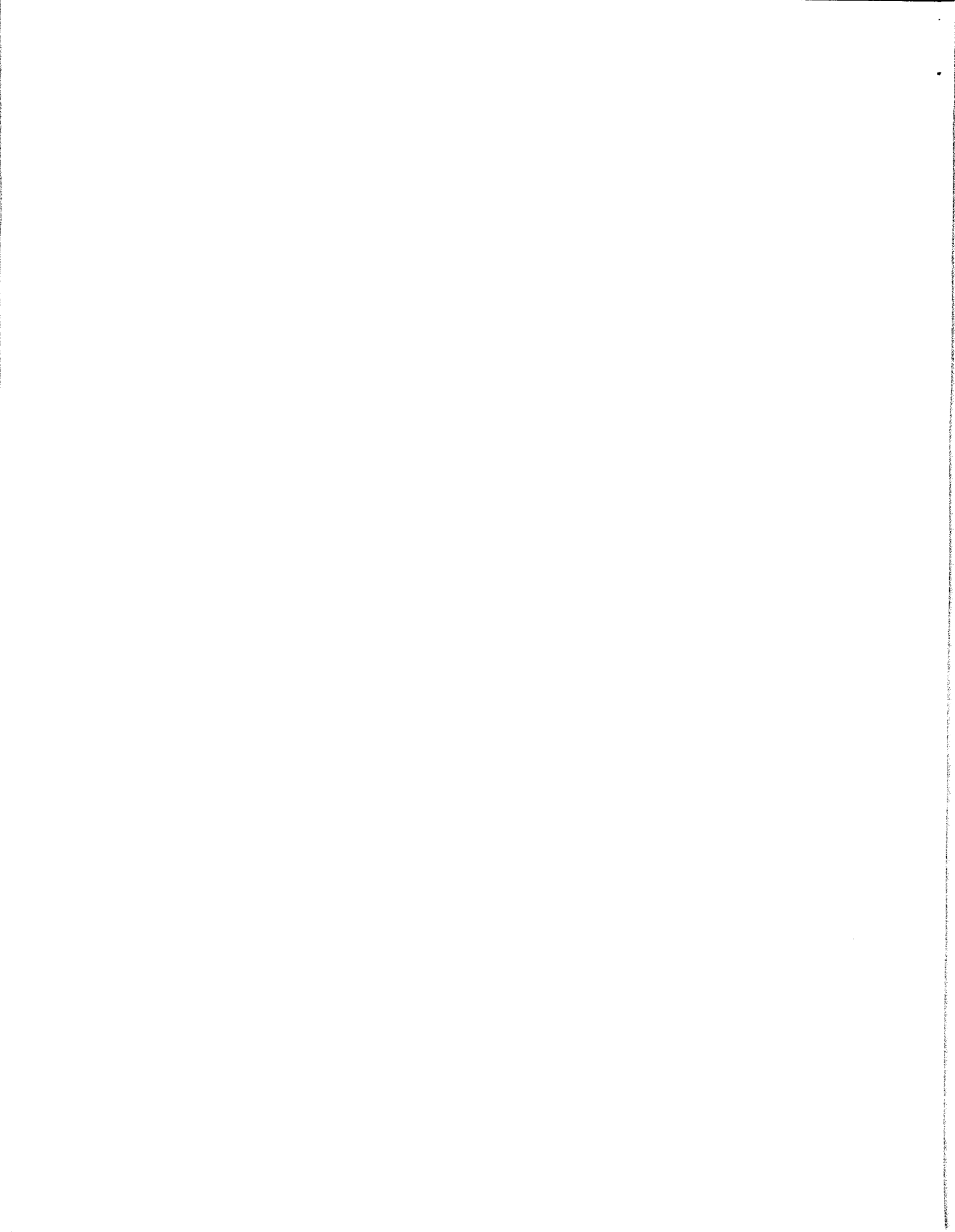
WHEREAS, Principal by written agreement is entering into a Contract with OWNER for Construction of Baseball Field at Cardinal Run Baseball Complex in accordance with drawings and specifications prepared by: The Division of Parks and Recreation which Contract is by reference made a part hereof, and is 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 3 counterparts, each one of (number)

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

ATTEST:

Melanie Anderkin
(Principal) Secretary
Melanie Anderkin, P.E., Sr. Project Engineer
(SEAL)

Adams Contracting, LLC
(Principal)
Scott Adams, P.E., President
BY: Scott Adams (s)
501 Darby Creek Road, Suite 18
(Address)
Lexington, KY 40509

Sarah Muniz
(Witness to Principal) SARAH MUNIZ, OFFICE MANAGER
501 DARBY CREEK RD., STE 18
(Address)
LEXINGTON KY 40509

ATTEST:

SureTec Insurance Company
(Surety)
BY: Kenneth Albert
Kenneth Albert (Attorney-in-Fact)

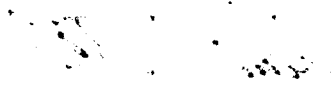
(Surety) Secretary

(SEAL)
Shirley B...
Witness as to Surety
1240 Fairway Street
(Address)
Bowling Green, KY 42103

1330 Post Oak Blvd., Suite 1100
(Address)
Houston, TX 77056

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

END OF SECTION



SureTec Insurance Company

LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Steven M. Baas, Benjamin P. Dycus, Melissa Napier, Kenneth Albert

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for:

Two Million, Five Hundred Thousand and 00/100 Dollars (\$2,500,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment shall continue in force until 5/18/2017 and is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

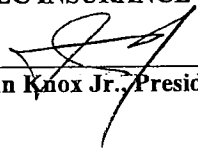
Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 20th of April, 1999.)

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 26th day of February, A.D. 2015

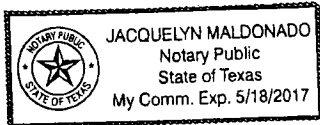
SURETEC INSURANCE COMPANY

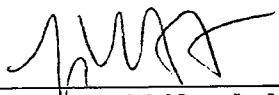
By: 
John Knox Jr., President



State of Texas SS:
County of Harris

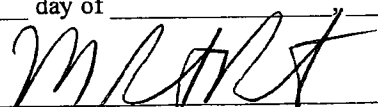
On this 26th day of February, A.D. 2015 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.




Jacquelyn Maldonado, Notary Public
My commission expires May 18, 2017

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this _____ day of _____, A.D.


M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:00 am and 5:00 pm CST.



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

PART 5 – TECHNICAL SPECIFICATIONS

- 01600 – Electrical
- 02200 – Earthwork
- 02215 – Finish Grading
- 02270 - Erosion Control and Tree Protection
- 02610 – Concrete Pavement
 - 02821 – Chain Link Fencing Vinyl-Coated
- 02870 – Site Specialties
- 02920 – Seeding for Turf Establishment
- 02922 - Sodding

SECTION 16010

BASIC ELECTRICAL REQUIREMENTS

- 1 PART 1 GENERAL
- 1.1 SECTION INCLUDES
 - A. General Requirements specifically applicable to Division 16.
- 1.2 CONTRACT DOCUMENTS
 - A. The Instructions to Bidders, General and Special Conditions and all other Contract Documents shall apply to the Electrical Contractor's work as well as to each of his subcontractor's work. Each Contractor is directed to familiarize himself in detail with all documents pertinent to this Contract.
- 1.3 WORK SEQUENCE
 - A. Construct Work in sequences under provisions of this specification.
 - B. Schedule outages of all utilities with Owner's representative.
- 1.4 COORDINATION
 - A. Coordinate the Work specified in this Division under provisions of this specification.
 - B. This Contract in all instances requires a complete and operating system be delivered to the Owner. Contractor shall coordinate among the various trades to ensure that the products and services offered by each trade cover in aggregate all required elements.
 - C. Equipment, Electrical systems and equipment, and Controls – The Work shall include all required disconnects, starters, controls, interlocks, and other such components required for operation. Unless specified otherwise, it is generally preferred but that starters and disconnects be provided with the equipment. However, unless specified otherwise it is Contractor's option for the components and systems to be provided with the individual equipment, or instead provided for field-installation by the vending trade or other another trade.
 - D. Prepare drawings showing proposed rearrangement of Work to meet job conditions, including changes to Work specified under other Sections, and interconnections to work of other trades. Obtain permission of the Architect/Engineer before proceeding.
- 1.5 REFERENCES
 - A. ANSI/IEEE C2 – National Electrical Safety Code
 - B. ANSI/NFPA 70 – National Electrical Code
 - C. NECA – Standard of Installation

1.6 REGULATORY REQUIREMENTS

- A. Conform to ANSI/NFPA 70 as incorporated in the Kentucky Building Code.
- B. Conform to ANSI/IEEE C2.
- C. Conform to Kentucky Building Code.
- D. Conform to 702 KAR 4:070.
- E. Obtain electrical permits, and inspections from authority having jurisdiction. Electrical inspections will be performed throughout the course of construction by a certified electrical inspector.

1.7 SUBMITTALS

A. INCLUDES

- 1. Submittal procedures.
- 2. Shop drawings.
- 3. Product data.
- 4. Samples.
- 5. Manufacturers' instructions.
- 6. Manufacturers' certificates.

B. SUBMITTAL PROCEDURES

- 1. Submit inspection and permit certificates under provisions of this specification.
- 2. Include certificate of final inspection and acceptance from authority having jurisdiction.
- 3. Transmit each submittal with the Architect/Engineer accepted form.
- 4. Identify the Project, Contractor, Subcontractor or supplier, pertinent Drawing sheet and detail number(s), and specification Section number as appropriate.
- 5. Obtain the Contractor's stamp, signature or initials certifying that review, verification of Products required, field dimensions, adjacent construction Work, and coordination of information is in accordance with the requirements of the Work and Contract Documents.
- 6. All submittals shall be from the General Contractor or the Construction Manager to the Architect.
- 7. Identify variations from the Contract Documents and Product or system limitations which may be detrimental to successful performance of the completed Work.
- 8. Provide space for the Architect/Engineer review stamps.

9. Revise and resubmit submittals as required; identify all changes made since previous submittal.

C. SHOP DRAWINGS

1. Submit the number of opaque reproductions which the Contractor requires; plus four copies which will be retained by the Architect/Engineer and the Owner.
2. After review, distribute in accordance with the Article on Procedures above and provide copies for Record Documents described in Contract Closeout.

D. PRODUCT DATA

1. Submit the number of copies which the Contractor requires, plus four copies which will be retained by the Architect/Engineer and the Owner.
2. Mark each copy to identify applicable products, models, options and other data. Supplement manufacturers' standard data to provide information unique to this Project.
3. After review, distribute in accordance with the Article on Procedures above and provide copies for Record Documents described in Section Contract Closeout.

E. SAMPLES

1. Submit samples to illustrate functional and aesthetic characteristics of the Product, with integral parts and attachment devices. Coordinate sample submittals for interfacing work.
2. Submit samples of finishes, textures, and patterns for the Architect/Engineer's selection.
3. Include identification on each sample with full Project information.
4. Submit the number of samples specified in the individual specification Sections, two of which will be retained by the Architect/Engineer.
5. Reviewed samples which may be used in the Work are indicated in the individual specification Sections.

F. MANUFACTURERS' INSTRUCTIONS

1. When specified in the individual specification Sections, submit manufacturers' printed instructions for the delivery, storage, assembly, installation, start-up, adjusting, and finishing in quantities specified for Product Data.
2. Identify conflicts between the manufacturers' instructions and the Contract Documents.

G. MANUFACTURERS' CERTIFICATES

1. When specified in the individual specification Sections, submit manufacturers' certificate to the Architect/Engineer for review in quantities specified for Product Data.
2. Indicate material or if Product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.
3. Certificates may be recent or previous test results on material or Product, but must be acceptable to the Architect/Engineer.

1.8 QUALITY CONTROL

A. INCLUDES

1. Quality assurance and control of installation.
2. References.
3. Field samples.
4. Mock-up.
5. Inspection and testing laboratory services.
6. Manufacturers' field services and reports.

B. QUALITY ASSURANCE/CONTROL OF INSTALLATION

1. Monitor quality control over suppliers, manufacturers, Products, services, site conditions, and workmanship to produce Work of specified quality.
2. Comply fully with manufacturers' instructions, including each step in sequence.
3. Should manufacturers' instructions conflict with the contract Documents, request clarification from the Architect/Engineer before proceeding.
4. Comply with specified standards as a minimum quality for the Work except when more stringent tolerances, codes or specified requirements indicate higher standards or more precise workmanship.
5. Perform work by persons qualified to produce workmanship of specified quality.
6. Secure Products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion or disfigurement.

C. REFERENCES

1. Conform to reference standard by the date of issue current on date of Contract Documents.
2. Obtain copies of the standards when required by the Contract Documents.

3. Should specified reference standards conflict with the Contract Documents, request clarification from the Architect/Engineer before proceeding.
4. The contractual relationship of the parties to the Contract shall not be altered from the Contract Documents by mention or inference otherwise in any reference document.

D. FIELD SAMPLES

1. Install field samples at the site as required by the individual specifications Sections for review.
2. Acceptable samples represent a quality level for the Work.
3. Where field sample is specified in the individual Sections to be removed, clear area after field sample has been accepted by the Architect/Engineer.

E. MOCK-UP

1. Assemble and erect specified items with specified attachment and anchorage devices, flashings, seals, and finishes
2. Where mock-up is specified in the individual Sections to be removed, clear area after mock-up has been accepted by the Architect/Engineer.

F. INSPECTION AND TESTING LABORATORY SERVICES

1. The Contractor will appoint, employ, and pay for services of an independent firm to perform inspection and testing.
2. The independent firm will perform inspections, test, and other services specified in the individual specification Sections and as required by the Architect/Engineer.
3. Reports will be submitted by the independent firm to the Architect/Engineer, in duplicate, indicating observations and results of tests and indicating compliance or non-compliance with the Contract Documents.
4. Cooperate with the independent firm; furnish samples of materials, design mix, equipment, tools, storage and assistance as requested.
 - a. Notify the Architect/Engineer and the independent firm 48 hours prior to expected time for operations requiring services.
 - b. Make arrangements with the independent firm and pay for additional samples and tests required for the Contractor's use.
5. Retesting required because of non-conformance to specified requirements shall be performed by the same independent firm on instructions by the Architect/Engineer. Payment for retesting will be charged to the Contractor by deducting inspection or testing charges from the Contract Sum/Price.

G. MANUFACTURERS' FIELD SERVICES AND REPORTS

1. When specified in the individual specification Sections, require material or product suppliers or manufacturers to provide qualified staff personnel to observe site conditions, conditions of surfaces and installation, quality of workmanship, start-up of equipment, test, adjust, and balance of equipment as applicable, and to initiate instructions when necessary.
2. Individuals are to report observations and site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturers' written instructions.
3. Submit report in duplicate within 30 days of observation to the Architect/Engineer for review.

1.9 MATERIAL AND EQUIPMENT

A. INCLUDES

1. Products.
2. Transportation and handling.
3. Storage and protection.
4. Product options.
5. Substitutions.

B. PRODUCTS

1. Products: Means new material, machinery, components, equipment, fixtures, and systems forming the Work. Does not include machinery and equipment used for preparation, fabrication, conveying and erection of the Work. Products may also include existing materials or components required for reuse.
2. Do not use materials and equipment removed from existing premises, except as specifically permitted by the Contract Documents.
3. Provide interchangeable components of the same manufacturer, for similar components.

C. TRANSPORTATION AND HANDLING

1. Transport and handle Products in accordance with manufacturer's instructions.
2. Promptly inspect shipments to assure that Products comply with requirements, quantities are correct, and Products are undamaged.
3. Provide equipment and personnel to handle Products by methods to prevent soiling, disfigurement, or damage.

D. STORAGE AND PROTECTION

1. Store and protect Products in accordance with manufacturer's instructions, with seals and labels intact and legible. Store sensitive Products in weather-tight, climate controlled enclosures.
2. For exterior storage of fabricated Products, place on sloped supports, above ground.
3. Provide off-site storage and protection when site does not permit on-site storage or protection.
4. Cover Products subject to deterioration with impervious sheet covering. Provide ventilation to avoid condensation.
5. Store loose granular materials on solid flat surfaces in a well-drained area. Prevent mixing with foreign matter. Parking lot adjacent may not be used.
6. Provide equipment and personnel to store Products by methods to prevent soiling, disfigurement, or damage.
7. Arrange storage of Products to permit access for inspection. Periodically inspect to assure Products are undamaged and are maintained under specified conditions.
8. Items which are dirty, damaged, ransacked, ad otherwise unacceptable for use in the project shall be removed from the site.

E. PRODUCT OPTIONS

1. Products Specified by Reference Standards or by Description Only: Any Product meeting those standards or description.
2. Products Specified by Naming One or More Manufacturers: Product of manufacturers named and meeting specifications; other equal products which in the judgment of the Architect/Engineer meet the intended standards. Prior approval is not required.
3. Limited or Sole Source Items – (Products Specified by Naming One or More Manufacturers and limited to only those manufacturers with a phrase such as “No Substitutions Allowed” or “Prior Approval Required”): Products of manufacturers named and meeting specifications; other products which in the judgment of the Architect/Engineer meet the intended standards. Prior approval is required.

Note: This project is procured with the intent for full and open competition. Wherever practical in the opinion of the Engineer, options – and – above have been made available to the Bidders.

F. SUBSTITUTIONS (AFTER BIDDING)

1. Substitutions may be considered when a Product becomes unavailable through no fault of the Contractor.
2. Document each request with complete data substantiating compliance of proposed Substitution with Contract Documents.
3. A request constitutes a representation that the Contractor:
 - a. Has investigated proposed Product and determined that it meets or exceeds the quality level of the specified Product.
 - b. Will provide the same warranty for the Substitution as for the specified Product.
 - c. Will coordinate installation and make changes to other work which may be required for the Work to be complete with no additional cost to Owner.
 - d. Waives claims for additional costs or time extension which may subsequently become apparent.
4. Substitutions will not be considered when they are indicated or implied on shop drawing or product data submittals, without separate written request, or when acceptance will require revision to the Contract Documents.
5. Substitution Submittal Procedure:
 - a. Submit three copies of request for Substitution for consideration. Limit each request to one proposed Substitution.
 - b. Submit shop drawings, Product data, and certified test results attesting to the proposed Product equivalence.
 - c. The Architect/Engineer will notify Contractor, in writing, of decision to accept or reject request.

1.10 OPERATION AND MAINTENANCE DATA

A. INCLUDES

1. Format and content of manuals.
2. Schedule of submittals.
3. Warranties.
4. Spare parts & maintenance materials.

B. RELATED SECTIONS

1. Individual Specifications Sections: Specific requirements for operation and maintenance data.

C. QUALITY ASSURANCE

1. Prepare instructions and data by personnel experienced in maintenance and operation of described products.

D. FORMAT

1. Prepare data in the form of an instructional manual.
2. Binders: Commercial quality, 8-1/2 x 11 inch three-ring binders with hardback, cleanable, plastic covers; 3 inch maximum ring size. When multiple binders are used, correlate data into related consistent groups. Fill binders no more than 2/3 full.
3. Cover: Identify each binder with typed or printed title OPERATION AND MAINTENANCE INSTRUCTIONS; list title of Project, identify subject matter of contents.
4. Arrange content by systems under section numbers and sequence of Table of Contents of this Project Manual.
5. Provide tabbed fly leaf for each separate product and system , with typed description of product and major component parts of equipment.
6. Text: Manufacturer's printed data, or typewritten data on 20 pound paper.
7. Drawings: Provide with reinforced punched binder tab. Bind in with text; fold larger drawings to size of text pages.

E. CONTENTS, EACH VOLUME

1. Table of Contents: Provide title of Project; names, addresses, and telephone numbers of Architect/Engineer, subconsultants, and Contractor with name of responsible parties; schedule of products and systems, indexed to content of the volume.
2. For Each Product or System: List names, addresses and telephone numbers of Subcontractors and suppliers, including local source of supplies and replacement parts.
3. Product Data: Mark each sheet to clearly identify specific products and component parts, and data applicable to installation. Delete inapplicable information.
4. Drawings: Supplement product data to illustrate relations of component parts of equipment and systems, to show control and flow diagrams.
5. Type Text: As required to supplement product data. Provide logical sequence of instructions for each procedure, incorporating manufacturer's instructions.
6. Warranties and Bonds: Bind in copy of each.

F. MANUAL FOR EQUIPMENT AND SYSTEMS

1. Each Item of Equipment ad Each System: Include description of unit or system, and component parts. Identify function, normal operating characteristics, and limiting conditions. Include performance curves, with engineering data and tests, and complete nomenclature and commercial number of replaceable parts.
2. Include color coded wiring diagrams as installed.
3. Operating Procedures: Include start-up, break-in, and routine normal operating instructions and sequences. Include regulation, control, stopping, shut-down, and emergency instructions. Include summer, winter, and any special operating instructions.
4. Maintenance Requirements: Include routine procedures and guide for troubleshooting; disassembly, repair, and reassembly instructions; and alignment, adjusting, balancing, and checking instructions.
5. Provide servicing and lubrication schedule, and list of lubricants required.
6. Include manufacturer's printed operation and maintenance instructions.
7. Include sequence of operation by controls manufacturer.
8. Provide original manufacturer's parts list, illustrations, assembly drawings, and diagrams required for maintenance.
9. Provide control diagrams by controls manufacturer as installed.
10. Provide charts of valve tag numbers, with location and function of each valve, keyed to flow and control diagrams.
11. Provide list of original manufacturer's spare parts, current prices, and recommended quantities to be maintained in storage.
12. Provide manufacturers safety instructions.
13. Include test and balancing reports.
14. Additional Requirements: As specified in individual Project specification sections.
15. Provide a listing in Table of Contents for design data, with tabbed fly sheet and space for insertion of data.

G. INSTRUCTION OF OWNER PERSONNEL

1. Before final inspection, instruct Owner's designated personnel in operation, adjustment, and maintenance of products, equipment, and systems, at agreed upon times.

2. For equipment requiring seasonal operation, perform instructions for other seasons within six months. A minimum of 16 hours instruction is required.
3. Use operation and maintenance manuals as basis for instruction. Review contents of manual with personnel in detail to explain all aspects of operation and maintenance. Operation and maintenance manual must be submitted to the Engineer and approved prior to instructions by the Contractor.
4. Prepare and insert additional data in Operation and Maintenance Manual when need for such data becomes apparent during instruction.

H. SUBMITTALS

1. Submit two copies of preliminary draft or proposed formats and outlines of contents before start of Work. A.E will review draft and return one copy with comments.
2. For equipment, or component parts of equipment put into service during construction and operated by Owner, submit documents within ten days after acceptance.
3. Submit one copy of completed volumes in final form 15 days prior to final inspections. Copy will be returned after final inspection, with Architect/Engineer comments. Revise content of documents as required prior to final submittal.
4. Submit two copies of revised volumes of data in final form within ten days after final inspection.

I. WARRANTIES

1. Bind in Operations and Maintenance Manual with separate index.
2. Table of Contents: Neatly typed, in the sequence of the Table of Contents of the Project Manual, with each item identified with the number and title of the specification section in which specified, and the name of Product or work item.
3. Separate each warranty or bond with index tab sheets keyed to the Table of Contents listing. Provide full information, using separate typed sheets as necessary. List Subcontractor, supplier, and manufacturer, with name, address, and telephone number of responsible principal.

J. SPARE PARTS AND MAINTENANCE MATERIALS

1. Provide products, spare parts, maintenance and extra materials in quantities specified in individual specification sections.
2. Deliver to Project site and place in location as directed; obtain receipt prior to final payment.

2 PART 2 PRODUCTS

2.1 UTILITY SERVICE MARKERS

- A. The Contractor shall furnish and install markers for all underground utility services. Locations shown on the drawings, if any, are typical only. Markers are to be provided as specified below, and follow the actual as built route.
- B. Markers shall consist of bronze plates, ground and polished, and marked to identify the service, depth buried, the Owner of the service, and the Owner of the marker. Markers shall also be stamped with arrows indicating the direction(s) the service extends. A typical marker detail is shown.
- C. Markers locating services at the building shall be installed in masonry or concrete walls two feet (2') above grade. Markers locating services elsewhere on the site shall be installed in concrete walks or curbs , or in 6" x 6" steel reinforced concrete posts.
- D. Where existing utilities are encountered in the construction of new utilities, the Owner may request that additional markers be installed on a Change Order basis.
- E. Markers are required for all utility services, including water, steam, gas, storm, sanitary, power, telephone, fire alarm and communications, at the following locations.
- F. At the entrance of each service to the building. Wall markers are preferred at this location.
- G. At each direction change of the service, along its length, including tees, wyes, or other divided flow fitting.
- H. Every 200 feet along its length. Where the route is clearly marked by manholes or other items extending to the surface, these may be waived.

2.2 CONSUMABLES

- A. At least three (3) sets or quantities of consumables shall be provided for project systems, including:
 - 1. One or more sets used during construction, testing, and system commissioning.
 - 2. A new set installed when systems are Accepted
 - 3. A spare set, not installed, for Owner to use.
- B. The term "Consumables" includes, but is not limited to:
 - 1. Air filter media.
 - 2. Liquid filter media.
 - 3. Recording charts.
 - 4. Printer ribbons.
 - 5. Non-rechargeable batteries.
 - 6. Test kit solutions, chemicals and supplies.
 - 7. Emergency generator fuel (topping off tank).
 - 8. Other similar items as called for in the specifications or required.

3 PART 3 EXECUTION

3.1 EQUIPMENT ACCESS

- A. Provide adequate access space to service and maintain equipment. The Contractor may be required to demonstrate accessibility of the equipment and systems installed.
- B. Contractor shall take digital pictures of permanently concealed in ground items and shall turn over a CD with these photos to Owner at Final Completion of the Project.

3.2 CUTTING AND PATCHING

- A. Primary Products: Those required for original installation.
- B. Examine existing conditions prior to commencing Work, including elements subject to damage or movement during cutting and patching.
- C. After uncovering existing Work, assess conditions affecting performance of work.
- D. Beginning of cutting or patching means acceptance of existing conditions.
- E. Provide temporary supports to ensure structural integrity of the Work. Provide devices and methods to protect other portions of Project from damage.
- F. Provide protection from elements for areas which may be exposed by uncovering work.
- G. Maintain excavations free of water.
- H. CUTTING
 - 1. Execute cutting and fitting to complete the Work.
 - 2. Uncover work to install improperly sequenced work.
 - 3. Remove and replace defective or non-conforming work.
 - 4. Remove samples of installed work for testing when requested.
 - 5. Provide openings in the Work for penetration of mechanical and electrical work.
 - 6. Employ original or skilled and experienced installer to perform cutting for weather exposed and moisture resistant elements, and sight exposed surface.
 - 7. Cut rigid materials using masonry saw or core drill. Pneumatic tools not allowed without prior approval.
- I. PATCHING
 - 1. Execute patching to complement adjacent Work.

2. Fit Products together to integrate with other Work.
3. Execute work by methods to avoid damage to other work, and which will provide appropriate surfaces to receive patching and finishing.
4. Employ original installer to perform patching for weather exposed and moisture resistant elements, and sight-exposed surfaces.
5. Restore work with new products in accordance with requirements of Contract Documents.
6. Fit work air tight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces. Seal penetrations with caulking or firestopping material as applicable.
7. At penetrations of fire rated walls, partitions, ceiling, or floor construction, completely seal voids with fire rated material, to full thickness of the penetrated element.
8. Refinish surfaces to match adjacent finish. For continuous surfaces, refinish to nearest intersection or natural break. For an assembly, refinish entire unit.

3.3 SAFETY

- A. Contractor shall provide inherently safe installations of all project materials, systems and equipment.
- B. All safety, safety precautions and safety programs in conjunction with the performance of Contract work are the responsibility of the Contractor.

3.4 WORKMANSHIP

- A. Install work using procedures defined in NECA Standard of Excellence

END OF SECTION

SECTION 16111

CONDUIT

- 1 PART 1 GENERAL
- 1.1 SECTION INCLUDES
 - A. Rigid metal conduit.
 - B. Flexible metal conduit.
 - C. Liquidtight flexible metal conduit.
 - D. Electrical metallic tubing.
 - E. Thickwall nonmetallic conduit.
 - F. Fittings and conduit bodies.
- 1.2 RELATED SECTIONS
 - A. Section 16130 - Boxes.
 - B. Section 16170 – Grounding and Bonding.
 - C. Section 16190 – Supporting Devices.
 - D. Section 16195 – Electrical Identification.
- 1.3 REFERENCES
 - A. ANSI C80.1 – Rigid Steel Conduit, Zinc Coated.
 - B. ANSI C80.3 – Electrical Metallic Tubing, Zinc Coated.
 - C. ANSI/NEMA FB 1 – Fittings, Cast Metal Boxes, and Conduit Bodies for Conduit and Cable Assemblies.
 - D. ANSI/NFPA 70 – National electrical Code.
 - E. NECA “Standard of Installation.”
 - F. NEMA TC 3 – PVC Fittings for Use with Rigid PVC Conduit and Tubing.
- 1.4 DESIGN REQUIREMENTS
 - A. Conduit Size: ANSI/NFPA 70.
- 1.5 SUBMITTALS

- A. Submit under provisions of Section 16010.
- B. Product Data: Provide for metallic conduit, flexible metal conduit, liquidtight flexible metal conduit, metallic tubing, nonmetallic conduit, fittings, conduit bodies.

1.6 PROJECT RECORD DOCUMENTS

- A. Submit under provisions of Section 16010.
- B. Accurately record actual routing of conduits larger than 2 inches.

1.7 REGULATORY REQUIREMENTS

- A. Conform to requirements of ANSI/NFPA 70.
- B. Furnish products listed and classified by Underwriters Laboratories, Inc. as suitable for purpose specified and shown.

1.8 DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, protect, and handle Products to site under provisions of Section 16010.
- B. Accept conduit on site. Inspect for damage.
- C. Protect conduit from corrosion and entrance of debris by storing above grade. Provide appropriate covering.
- D. Protect PVC conduit from sunlight.

1.9 PROJECT CONDITIONS

- A. Verify that field measurements are as shown on Drawings.
- B. Verify routing and termination locations of conduit prior to rough-in.
- C. Conduit routing is shown on drawings in approximate locations unless dimensioned. Route as required to complete wiring system.

2 PART 2 PRODUCTS

2.1 CONDUIT REQUIREMENTS

- A. Minimum Size: $\frac{3}{4}$ inch unless otherwise specified.
- B. Underground Installations:
 - 1. More than Five Feet from Foundation Wall.
 - 2. Use thickwall nonmetallic conduit with galvanized rigid steel elbows through concrete slab and exiting earth.

3. Within Five Feet from Foundation Wall.
 4. Use thickwall nonmetallic conduit with galvanized rigid steel elbows through concrete slab and exiting earth.
- C. In or Under Slab on Grade:
1. Use thickwall nonmetallic conduit with galvanized rigid steel elbows through concrete slab.
 2. Minimum Size: ¾ inch
- D. Outdoor Locations, Above Grade:
1. Use galvanized rigid steel and galvanized intermediate metal conduit.
- E. Interior Dry Locations:
1. Concealed: Use electrical metallic tubing.
 2. Exposed: Use electrical metallic tubing.
- F. Interior Wet Locations:
1. Concealed: Use galvanized rigid steel conduit.
 2. Exposed: Use galvanized rigid steel conduit.

2.2 RIGID METAL CONDUIT

- A. Manufacturers:
1. Allied Tube & Conduit.
 2. Wheatland Tube Co.
 3. Triangle PWC, DAC.
 4. Substitutions: Under provisions of Section 16010.
- B. Rigid Steel Conduit: ANSI C80.1
- C. Intermediate Metal Conduit (IMC): Rigid steel.
- D. Fittings and Conduit Bodies: ANSI/NEMA FB 1; material to match conduit.

2.3 FLEXIBLE METAL CONDUIT

- A. Manufacturers:
1. Alflex Corp.
 2. AFC Co.
 3. Eletri-Flex Corp.
 4. Substitutions: Under provisions of Section 16010.
- B. Description: Interlocked steel construction.
- C. Fittings: ANSI/NEMA FB 1.

2.4 LIQUIDTIGHT FLEXIBLE METAL CONDUIT

- A. Manufacturers:
1. Alflex Corp.
 2. AFC Co.

3. Eletri-Flex Corp.
4. Substitutions: Under provisions of Section 16010.

B. Description: Interlocked aluminum construction with PVC jacket.

C. Fittings: ANSI/NEMA FB 1.

2.5 ELECTRICAL METALLIC TUBING (EMT)

A. Manufacturers:

1. Allied Tube & Conduit
2. Wheatland Tube Co.
3. Triangle PWC, DAC.
4. Substitutions: Under provisions of Section 16010.

B. Description: ANSI C80.3; galvanized tubing.

C. Fittings and Conduit Bodies: ANSI/NEMA FB 1; steel, compression type.

2.6 THICKWALL NONMETALLIC CONDUIT

A. Manufacturers:

1. Carlon.
2. Cantex Industries.
3. Electri-Flex Corp.
4. Substitutions: Under provisions of Section 16010.

B. Description: NEMA TC2; Schedule 40 PVC.

C. Fittings and Conduit Bodies: NEMA TC 3.

3 PART 3 EXECUTION

3.1 INSTALLATION

- A. Install conduit in accordance with NECA "Standard of Installation."
- B. Install nonmetallic conduit in accordance with manufacturer's instructions.
- C. Arrange supports to prevent misalignment during wiring installation.
- D. Support conduit using coated steel or malleable iron straps, lay-in adjustable hangers, clevis hangers, and split hangers.
- E. Group related conduits; support using conduit rack. Construct rack using steel channel.
- F. Fasten conduit supports to building structure and surfaces under provisions of Section 16190.

- G. Do not support conduit with wire or perforated pipe straps. Remove wire used for temporary supports.
- H. Do not attach conduit to ceiling support wires.
- I. Arrange conduit to maintain headroom and present neat appearance.
- J. Route conduit parallel and perpendicular to walls.
- K. Route conduit installed above accessible ceilings parallel and perpendicular to walls.
- L. Route conduit in and under slab from point-to-point.
- M. Do not cross conduits in slab.
- N. Provide two coats of asphaltum paint on all underground or underslab metal conduits.
- O. Maintain 12 inch clearance between conduit and surfaces with temperatures exceeding 104 degrees F (40 degrees C).
- P. Cut conduit square using saw or pipecutter; de-burr cut ends.
- Q. Bring conduit to shoulder of fittings; fasten securely.
- R. Join nonmetallic conduit using cement as recommended by manufacturer. Wipe nonmetallic conduit dry and clean before joining. Apply full even coat of cement to entire area inserted in fitting. Allow joint to cure for 20 minutes, minimum.
- S. Use conduit hubs to fasten conduit to sheet metal boxes in damp and wet locations.
- T. Install no more than equivalent of four 90-degree bends between boxes. Use conduit bodies to make sharp changes in direction, as around beams. Use hydraulic one-shot bender or factory elbows for bends in metal conduit larger than 2 inch size.
- U. Avoid moisture traps; provide junction box with drain fitting at low points in conduit system.
- V. Provides suitable fittings to accommodate expansion and deflection where conduit crosses control and expansion joints.
- W. provide suitable pull string in each empty conduit except sleeves and nipples.
- X. Use suitable caps or protect installed conduit against entrance of dirt and moisture.
- Y. Ground and bond conduit under provisions of Section 16170.

- Z. Exposed surface mounted conduit feeding device boxes in finished areas shall be mounted securely to wall with one-hole straps and offset at device box connections. Conduit hangers with exposed bolts used to space the conduit from the wall shall not be acceptable for this type installation.

3.2 INTERFACE WITH OTHER PRODUCTS

- A. Install conduit to preserve fire resistance rating of partitions and other elements.
- B. Route conduit through roof openings for piping and ductwork or through suitable roof jack with pitch pocket. Coordinate location with roofing installation
- C. Provide temporary wiring and connections to maintain existing systems in service during construction.
- D. Existing Electrical Service: Maintain existing system in service until new system is complete and ready for service if necessary. Disable system only to make switchovers and connections. Obtain permission from Owner at least 24 hours before partially or completely disabling system. Minimize outage duration. Make temporary connections to maintain service in areas adjacent to work area.
- E. Existing Telephone System: Maintain existing system in service until new system is complete and ready for service, if necessary. Disable system only to make switchovers and connections. Notify Owner and Telephone Utility Company at least 24 hours before partially or completely disabling system. Minimize outage duration. Make temporary connections to maintain service in areas adjacent to work area.

3.3 DEMOLITION EXISTING ELECTRICAL WORK

- A. Demolish existing electrical work under provisions of this Section.
- B. Remove existing installations to accommodate requirements for new construction.
- C. Remove abandoned wiring to source of supply.
- D. Remove exposed abandoned conduit, including abandoned conduit above accessible ceiling finishes. Cut conduit flush with walls and floors and patch surfaces.
- E. Disconnect abandoned outlets and remove devices. Remove abandoned outlets if conduit servicing them is abandoned and removed. Provide blank cover for abandoned outlets which are not removed.
- F. Disconnect and remove abandoned panelboards and distribution equipment.
- G. Disconnect and remove electrical devices and equipment serving utilization equipment that has been removed.

- H. Disconnect and remove abandoned luminaries. Remove brackets, stems, hangers, and other accessories.
- I. Repair adjacent construction and finishes damaged during demolition work.
- J. Maintain access to existing electrical installations which remain active. Modify installation or provide access panel as appropriate.

3.4 CLEANING AND REPAIR

- A. Clean and repair existing materials and equipment which remain or are to be reused.

END OF SECTION

SECTION 16123
WIRE AND CABLE

- 1 PART 1 GENERAL
- 1.1 SECTION INCLUDES
 - A. Wire and cable.
 - B. Wiring connectors and connections.
- 1.2 RELATED SECTIONS
 - A. Section 16111 - Conduit.
 - B. Section 16130 – Boxes.
 - C. Section 16195 – Identification.
- 1.3 REFERENCES
 - A. ANSI/NFPA 70 – National Electrical Code.
- 1.4 SUBMITTALS
 - A. Submit under provisions of Section 16010.
 - B. Product Data: Provide for each cable assembly type.
- 1.5 QUALIFICATIONS
 - A. Manufacturer: Company specializing in manufacturing products specified in this Section with minimum three years documented experience.
- 1.6 REGULATORY REQUIREMENTS
 - A. Conform to requirements of ANSI/NFPA 70.
 - B. Furnish products listed and classified by Underwriters Laboratories, Inc. as suitable for purpose specified and shown.
- 1.7 PROJECT CONDITIONS
 - A. Verify that field measurements are as shown on Drawings.
 - B. Conductor sizes are based on copper unless indicated as aluminum or “AL”.
 - C. Wire and cable routing shown on Drawings is approximate unless dimensioned. Route wire and cable as required to meet Project Conditions.

- D. Where wire and cable routing is not shown, and destination only is indicated, determine exact routing and lengths required.

1.8 COORDINATION

- A. Determine required separation between cable and other work.
- B. Determine cable routing to avoid interference with other work.

2 PART 2 PRODUCTS

2.1 MANUFACTURERS – WIRE AND CABLE

- A. Capital Wire and Cable.
- B. General Cable.
- C. Substitutions: Under provisions of Section 16010.

2.2 BUILDING WIRE AND CABLE

- A. Description: Single conductor insulated wire.
- B. Conductor: Copper.
- C. Insulation Voltage Rating: 600 volts.
- D. Insulation: ANSI/NFPA 70, Type THHN/THWN.

2.3 WIRING CONNECTORS

- A. Split Bolt Connectors:
 - 1. Burndy.
 - 2. IlSCO.
 - 3. Kearney.
 - 4. Substitutions: Under provisions of Section 16010.
- B. Solderless Pressure Connectors:
 - 1. Buchanan.
 - 2. Ideal.
 - 3. Thomas & Betts.
 - 4. Substitutions: Under provisions of Section 16010.
- C. Spring Wire Connectors.
 - 1. Buchanan.
 - 2. Ideal.
 - 3. Thomas & Betts.
 - 4. Substitutions: Under provisions of Section 16010.
- D. Compression Connectors:

1. Buchanan.
2. Ideal.
3. Thomas & Betts.
4. Substitutions: Under provisions of Section 16010.

3 PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify that interior of building has been protected from weather.
- B. Verify that mechanical work likely to damage wire and cable has been completed.

3.2 WIRING METHODS

- A. Underground Installations: Use only building wire, THHN/THWN insulation, in raceway.

3.3 INSTALLATION

- A. Provide copper grounding conductor in all branch circuits and feeders.
- B. Install products in accordance with manufacturer's instructions.
- C. Use stranded conductor for feeders and branch circuits 12 AWG and smaller.
- D. Use stranded conductors for control circuits.
- E. Use conductor not smaller than 12 AWG for power and lighting circuits.
- F. Use conductor not smaller than 16 AWG for control circuits.
- G. Use 10 AWG conductors for 20 ampere, 120 volt branch circuits longer than 100 feet.
- H. Use 8 AWG conductors for 20 ampere, 120 volt branch circuits longer than 200 feet.
- I. Pull all conductors into raceway at same time.
- J. Use suitable wire pulling lubricant for building wire 4 AWG and larger.
- K. Protect exposed cable from damage.
- L. Support cables above accessible ceiling, using spring metal clips or plastic cable ties to support cables from structure or ceiling suspension system. Do not rest cable on ceiling panels.
- M. Use suitable cable fittings and connectors.
- N. Neatly train and lace wiring inside boxes, equipment, and panelboards.

- O. Clean conductor surfaces before installing lugs and connectors.
- P. Make splices, taps, and terminations to carry full ampacity of conductors with no perceptible temperature rise.
- Q. Use split bolt connectors for copper conductor splices and taps, 6 AWG and larger. Tape uninsulated conductors and connector with electrical tape to 150 percent of insulation rating of conductor.
- R. Use solderless pressure connectors with insulating covers for copper conductor splices and taps, 8 AWG and smaller.
- S. Use insulated spring wire connectors with plastic caps for copper conductor splices and taps, 10 AWG and smaller.
- T. Terminate stranded conductors under screws using crimp-on wire terminals. Wrapping stranded wire around screw stem and tightening shall not be permitted.

3.4 INTERFACE WITH OTHER PRODUCTS

- A. Identify wire and cable under provisions of Section 16195.
- B. Identify each conductor with its circuit number or other designation indicated on Drawings.

3.5 FIELD QUALITY CONTROL

- A. Inspect wire and cable for physical damage and proper connection.
- B. Measure tightness of bolted connections and compare torque measurements with manufacturer's recommended values.
- C. Verify continuity of each branch circuit conductor.

END OF SECTION

SECTION 16130

BOXES

1 PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Wall and ceiling device boxes.
- B. Pull and junction boxes.

1.2 RELATED SECTIONS

- A. Section 16140 – Wiring Devices
- B. Section 16160 – Cabinets and Enclosures.

1.3 REFERENCES

- A. NECA – Standard of Installation.
- B. NEMA FB 1 – Fittings and Supports for Conduit and Cable Assemblies.
- C. NEMA OS 1 – Sheet-steel Outlet Boxes, Device Boxes, Covers, and Box Supports.
- D. NEMA OS 2 - Nonmetallic Outlet Boxes, Device Boxes, Covers and Box Supports.
- E. NEMA 250 – Enclosures for Electrical Equipment (1000 Volts Maximum).
- F. NFPA 70 – National Electrical Code.

1.4 SUBMITTALS FOR CLOSEOUT

- A. Operation and Maintenance Data: Submittals for Project closeout.
- B. Record actual locations and mounting heights of outlet, pull, and junction boxes on project record documents.

1.5 REGULATORY REQUIREMENTS

- A. Conform to requirements of NFPA 70.
- B. Provide Products listed and classified by Underwriters Laboratories, Inc., as suitable for the purpose specified and indicated.

2 PART 2 PRODUCTS

2.1 DEVICE BOXES (SURFACE)

- A. Cast Aluminum Device Boxes: NEMA FB 1, aluminum.
 - 1. Surface mounted device boxes shall be cast aluminum box with threaded conduit openings. Exterior of box shall be smooth with unused conduit openings filled with flush sealing plugs. Exterior of box, surface conduit and hangers shall be painted to match wall finish. Standard wall plates as specified in Section 16140 shall be used. Wall plate size shall be selected to match the exterior dimension of the box as closely as possible to avoid overhanging edge of box. Box shall be mounted using mounting ears in wet locations and mounted through holes in the back of the box in dry locations.
- B. Cast Boxes: NEMA FB 1, Type FD, aluminum. Provide gasketed cover by box manufacturer for wet locations.

2.2 PULL AND JUNCTION BOXES

- A. Sheet Metal Boxes: NEMA OS 1, galvanized steel.
- B. Hinged Enclosures: As specified in Section 16160.

3 PART 3 EXECUTION

3.1 INSTALLATION

- A. Install boxes in accordance with NECA "Standard of Installation."
- B. Install in locations as shown on Drawings, and as required for splices, taps, wire pulling, equipment connections and compliance with regulatory requirements.
- C. Set wall mounted boxes at elevations to accommodate mounting heights indicated.
- D. Electrical boxes are shown on Drawings in approximate locations unless dimensioned. Adjust box location up to 10 feet if required to accommodate intended purpose.

- E. Orient boxes to accommodate wiring devices oriented as specified in Section 16140.
- F. Maintain headroom and present neat mechanical appearance.
- G. Install boxes to preserve fire resistance rating of partitions and other elements.
- H. Coordinate mounting heights and locations of outlets mounted above counters, benches, and backsplashes.
- I. Align adjacent wall mounted device boxes for switches, thermostats, and similar devices.
- J. Use flush mounted device box in finished areas.
- K. Locate flush mounted device box in masonry wall to require cutting wall of masonry unit in block opening only. Coordinate masonry cutting to achieve neat opening.
- L. Do not install flush mounted boxes back-to-back in walls; provide minimum 6 inches separation. Provide minimum 24 inches separation in acoustic rated walls.
- M. Secure flush mounted boxes to interior wall and partition studs. Accurately position to allow for surface finish thickness.
- N. Install flush mounting box without damaging wall insulation or reducing its effectiveness.
- O. Use adjustable steel channel fasteners for hung ceiling outlet box.
- P. Do not fasten boxes to ceiling support wires.
- Q. Support boxes independently of conduit.
- R. Use gang box where more than one device is mounted together. Do not use sectional box.
- S. Use gang box with plaster ring for single device outlets.
- T. Use cast device box in exterior locations exposed to the weather and other wet locations.
- U. Large Pull Boxes: Use hinged enclosure in interior dry locations, surface-mounted cast metal box in other locations.

3.2 INTERFACE WITH OTHER PRODUCTS

- A. Coordinate installation of device boxes for equipment connected under Section 16180.

3.3 ADJUSTING

- A. Section 01650 – Testing, Adjusting and Balancing: Adjusting installed work.
- B. Adjust flush-mounting devices to make front flush with finished wall material.
- C. Install knockout closures in unused box openings.

3.4 CLEANING

- A. Clean interior of boxes to remove dust, debris, and other material.
- B. Clean exposed surfaces and restore finish.

END OF SECTION

SECTION 16140
WIRING DEVICES

- 1 PART 1 GENERAL
- 1.1 SECTION INCLUDES
 - A. Switches.
 - B. Receptacles.
 - C. Device plates
- 1.2 RELATED SECTIONS
 - A. Section 16130 – Boxes.
- 1.3 REFERENCES
 - A. NECA – Standard of Installation.
 - B. NEMA WD 1 – General Requirements for Wiring Devices
 - C. NEMA WD 6 – Wiring Device – Dimensional Requirements
 - D. NFPA 70 – National Electrical Code.
- 1.4 SUBMITTALS FOR REVIEW
 - A. Section 16010 – Submittals: Procedures for submittals.
 - B. Product Data: Provide manufacturer’s catalog information showing dimensions, colors, and configurations.
- 1.5 SUBMITTALS FOR INFORMATION
 - A. Section 16010 – Submittals: Submittals for information.
 - B. Submit manufacturer’s installation instructions.
- 1.6 QUALIFICATIONS
 - A. Manufacturer: Company specializing in manufacturing the Products specified in this section with minimum three years documented experience.
- 1.7 REGULATORY REQUIREMENTS
 - A. Conform to requirements of NFPA 70.

- B. Provide Products listed and classified by Underwriters Laboratories, Inc., as suitable for the purpose specified and indicated.

2 PART 2 PRODUCTS

2.1 WALL SWITCHES

- A. Manufacturers:
 - 1. Slater.
 - 2. Hubbell.
 - 3. Arrow Hart.
 - 4. Eagle.
 - 5. Substitutions: Refer to Section 16010 – Materials and Equipment.
- B. Description: NEMA WD 1, Specification Grade, AC only general-use snap switch.
- C. Body and Handle: White plastic and toggle handle.
- D. Ratings:
 - 1. Voltage: 120-277 volts, AC.
 - 2. Current: 20 amperes.

2.2 RECEPTACLES

- A. Manufacturers:
 - 1. Slater.
 - 2. Hubbell.
 - 3. Arrow Hart.
 - 4. Eagle.
 - 5. Substitutions: Refer to Section 16010 – Materials and Equipment.
- B. Description: NEMA WD 1, Specification Grade general use receptacle.
- C. Device Body: White plastic.
- D. Configuration: NEMA WD 6, type as specified and indicated.
- E. Convenience Receptacle: Type 5-20R.
- F. GFCI Receptacle: Convenience receptacle with integral ground fault circuit interrupter to meet regulatory requirements.

2.3 WALL PLATES

- A. Decorative Cover Plate: Smooth stainless steel.
 - 1. Slater.
 - 2. Hubbell.
 - 3. Arrow Hart.
 - 4. Eagle.
 - 5. Substitutions: Refer to Section 16010 – Materials and Equipment.

- B. Weatherproof Cover Plate: Gasketed cast metal with hinged gasketed device cover.
 - 1. Raco.
 - 2. Steel City.
 - 3. Hubbell.
 - 4. Eagle.
 - 5. Substitutions: Refer to Section 16010 – Materials and Equipment

3 PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify that device boxes are installed at proper height.
- B. Verify that wall openings are neatly cut and will be completely covered by standard wall plates.
- C. Verify that branch circuit wiring installation is completed, tested, and ready for connection to wiring devices.

3.2 PREPARATION

- A. Provide extension rings to bring device boxes flush with finished surface.
- B. Clean debris from device boxes.

3.3 INSTALLATION

- A. Install in accordance with NECA ‘Standard of Installation.’
- B. Install devices plumb and level.
- C. Install switches with OFF position down.
- D. Install receptacles with grounding pole on bottom.
- E. Connect wiring device grounding terminal to branch circuit equipment grounding conductor.
- F. Connect wiring devices by wrapping conductor around screw terminal. Stab-in type connections shall not be used unless wire is secured with tightening screw.

3.4 INTERFACE WITH OTHER PRODUCTS

- A. Coordinate locations of outlet boxes provided under Section 16130 to obtain mounting heights indicated on drawings.

3.4 FIELD QUALITY CONTROL

- A. Inspect each wiring device for defects. Replace broken or defective wiring devices.

- B. Operate each wall switch with circuit energized and verify proper operation.
- C. Verify that each receptacle is energized and properly polarized.
- D. Test each GFCI receptacle device for proper operation using the test and reset buttons.

3.5 ADJUSTING

- A. Section 16010 – Contract Closeout: Adjusting installed work.
- B. Adjust devices and wall plates to be flush and level.

3.6 CLEANING

- A. Section 16010 – Contract Closeout: Cleaning installed work.
- B. Clean exposed surfaces to remove splatters and restore finish.

END OF SECTION

DIVISION 16

SECTION 16160 - CABINETS AND ENCLOSURES

1 PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Hinged cover enclosures.
- B. Terminal blocks.
- C. Accessories.

1.2 REFERENCES

- A. NFPA 250 – Enclosures for Electrical Equipment (1000 Volts Maximum).
- B. NEMA ICS 4 – Terminal Blocks for Industrial Control Equipment and Systems.
- C. ANSI/NFPA 70 – National Electrical Code.

1.3 SUBMITTALS

- A. Submit under provisions of Section 16010.
- B. Product Data: Provide manufacturer's standard data for enclosures and cabinets.
- C. Manufacturer's Instructions: Indicate application conditions and limitations of use stipulated by Product testing agency specified under Regulatory Requirements. Include instructions for storage, handling, protection, examination, preparation, installation, and starting of Product.

1.4 REGULATORY REQUIREMENTS

- A. Conform to requirements of ANSI/NFPA 70.
- B. Furnish products listed and classified by Underwriters Laboratories, Inc. as suitable for purpose specified and shown.

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. Hoffman.
- B. Queen.

- C. Wiegmann.
- D. Substitutions: Under provisions of Section 16010.

2.2 HINGED COVER ENCLOSURES

- A. Construction: NEMA 250, Type 4X aluminum enclosure.
- B. Covers: Continuous hinge, held closed by flush latch operable by key.

2.3 TERMINAL BLOCKS

- A. Manufacturers:
 - 1. Panuit.
 - 2. Buchanan.
 - 3. Gould Shawmut.
 - 4. Substitutions: Under provisions of Section 16010.
- B. Terminal Blocks: ANSI/NEMA ICS 4.
- C. Power Terminals: Unit construction type with closed back and tubular pressure screw connectors, rated 600 volts.
- D. Signal and Control Terminals: Modular construction type, suitable for channel mounting, with tubular pressure screw connectors, rated 300 volts.
- E. Provide ground bus terminal block, with each connector bonded to enclosure.

3 PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify that surfaces are ready to receive Work.

3.2 INSTALLATION

- A. Install Products in accordance with manufacturer's instructions or as noted elsewhere.
- B. Install cabinet fronts plumb.

END OF SECTION

DIVISION 16

SECTION 16470 - PANELBOARDS

1 PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Distribution panelboards.
- B. Branch circuit panelboards.

1.2 REFERENCES

- A. NECA (National Electrical Contractors Association) "Standard of Installation."
- B. NEMA AB 1 – Molded Case Circuit Breakers.
- C. NEMA ICS 2 – Industrial Control Devices, Controllers, and Assemblies.
- D. NEMA KS 1 – Enclosed Switches.
- E. NEMA PB 1 – Panelboards.
- F. NEMA PB 1.1 – Instructions for Safe Installation, Operation and Maintenance of Panelboards Rated 600 Volts or Less.
- G. NFPA 70 – National Electrical Code.

1.3 SUBMITTALS

- A. Submit under provisions of Section 16010.
- B. Shop Drawings: Indicate outline and support point dimensions, voltage, main bus ampacity, integrated short circuit ampere rating, circuit breaker and fusible switch arrangement and sizes.
- C. Manufacturer's Installation Instructions: Indicate application conditions and limitations of use stipulated by Product testing agency. Include instructions for storage, handling, protection, examination, preparation, installation, and starting of Product.

1.4 PROJECT RECORD DOCUMENTS

- A. Submit under provisions of Section 16010.

- B. Record actual locations of Products; indicate actual branch circuit arrangement.

1.5 OPERATION AND MAINTENANCE DATA

- A. Submit under provisions of Section 16010.
- B. Maintenance Data: Include spare parts data listing; source and current prices of replacement parts and supplies; and recommended maintenance procedures and intervals.

1.6 QUALITY ASSURANCE

- A. Perform Work in accordance with NECA Standard of Installation.

1.7 QUALIFICATIONS

- A. Manufacturer: Company specializing in manufacturing the Products specified in this section with minimum three years documented experience.

1.8 REGULATORY REQUIREMENTS

- A. Conform to requirements of NFPA 70.
- B. Furnish products listed and classified by Underwriters Laboratories, Inc. as suitable for purpose specified and indicated.

1.9 MAINTENANCE MATERIALS

- A. Provide maintenance materials under provisions of Section 16010.
- B. Provide two of each panelboard key.

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. Square D OA
- B. Substitutions: Under provisions of Section 16010

2.2 DISTRIBUTION PANELBOARDS

- A. Panelboards: NEMA PB 1, circuit breaker type.
- B. Panelboard Bus: Copper, ratings as indicated. Provide copper ground bus n each panelboard.
- C. Minimum integrated short circuit rating: 10,000 amperes rms symmetrical for 240 volt panelboards, or as indicated.

- D. Molded Case Circuit Breakers: NEMA AB 1. Provide circuit breakers with integral thermal and instantaneous magnetic trip in each pole. Provide circuit breakers UL listed as Type HACR for air conditioning equipment branch circuits.
- E. Molded Case Circuit Breakers with Current Limiters: NEMA AB 1. Provide circuit breakers with replaceable current limiting elements, in addition to integral thermal and instantaneous magnetic trip in each pole.
- F. Controllers: NEMA ICS 2, AC general-purpose Class A magnetic controller for induction motors rated in horsepower, with melting alloy overload relay. Coil operating voltage: 240 volts, 60 Hertz. Size as shown on Drawings. Provide HAND-OFF-AUTO selector, STOP-START pushbutton station, and GREEN indicating light in front cover.
- G. Provide circuit breaker accessory trip units and auxiliary switches as indicated.
- H. Enclosure: As indicated.
- I. Cabinet Front: Surface type, fastened with concealed trim clamps. Provide hinged door with flush lock. Finish in manufacturer's standard gray enamel.
- J. Distribution panelboard shall be service entrance rated.

2.3 BRANCH CIRCUIT PANELBOARDS

- A. Lighting and Appliance Branch Circuit Panelboards: NEMA PB1, circuit breaker type.
- B. Panelboard Bus: Copper, ratings as indicated. Provide copper ground bus in each panelboard.
- C. Minimum integrated short circuit rating: 10,000 amperes rms symmetrical for 240 volt panelboards, or as indicated.
- D. Molded Case Circuit Breakers: NEMA AB 1, bolt-on type thermal magnetic trip circuit breakers, with common trip handle for all poles. Provide circuit breakers UL listed as Type SWD for lighting circuits. Provide UL Class A ground fault interrupter circuit breakers where scheduled. Do not use tandem circuit breakers.
- E. Enclosure: As indicated.
- F. Cabinet Front: Surface cabinet front with concealed trim clamps, concealed hinge, and flush lock all keyed alike. Finish in manufacturer's standard gray enamel.

3 PART 3 EXECUTION

3.1 INSTALLATION

- A. Install panelboards in accordance with NEMA PB 1.1.
- B. Install panelboards plumb. Provide supports in accordance with Section 16190.

- C. Height: 6 ft to top of panelboard; install panelboards taller than 6 ft with bottom no more than 4 inches above floor.
- D. Provide filler plates for unused spaces in panelboards.
- E. Provide typed circuit directory for each branch circuit panelboard. Revise directory to reflect circuiting changes required to balance phase loads.
- F. Provide engraved plastic nameplates under the provisions of Section 16195.

3.2 FIELD QUALITY CONTROL

- A. Visual and Mechanical Inspection: Inspect for physical damage, proper alignment, anchorage, and grounding. Check proper installation and tightness of connections for circuit breakers, fusible switches, and fuses.

END OF SECTION

DIVISION 2

SECTION 02200 — EARTHWORK

- Part 1—General
- Part 2—Products
- Part 3—Execution

PART 1 GENERAL

I. WORK INCLUDED

- A. General earthwork requirements.

II. RELATED WORK SPECIFIED ELSEWHERE

- A. Section 02215, Finish Grading
- B. Section 02270, Erosion Control and Tree Protection

III. MEASURE AND PAYMENT

- A. Payment shall be lump sum unless additional work is requested and approved by Owner. For approved additional work, payment shall be based on unit cost included in this Contract.

IV. DEFINITIONS

- A. Subgrade is the grade elevation above which topsoil, infield mix, or base course for paving is placed.
- B. Finish grade is the final grade elevation indicated on the drawings or as instructed by the Owner's Representative.
- C. Laser grading refers to grading operations that use a dual-slope laser which guides a reflector-mounted valve that automatically adjusts the cutting height of the grading equipment. Use only box blades pulled by laser-guided, rubber-tired tractors to fine grade playing surfaces and areas within playing field.

V. QUALITY ASSURANCE

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

VI. JOB CONDITIONS

- A. Existing Conditions
 - 1. Site Inspection: Contractor shall become familiar with the site, the plans, the specifications and plan requirements and is responsible to call any discrepancies or potential problems to the attention of the Owner's Representative.
 - 2. Do not interrupt existing utilities service facilities occupied and used by Owner or others.
- B. Soil Conditions
 - 1. Contractor is responsible for controlling moisture content in fill materials to allow obtaining required compaction densities.

2. Contractor is responsible not to work on or travel over cut areas that have excessive moisture content.
- C. Protection
1. Protect, maintain and restore bench marks, monuments, and other reference points affected by this work. If such items are displaced or destroyed by this work, they will be reestablished by a licensed surveyor at Contractor's expense. After items have been permanently set, certify the work and furnish certification to the Owner's Representative.
 2. Utilities:
 - a) Contractor shall cooperate with the owners of any underground or overhead utility lines in their removal and rearrangement operation in order that these operations may progress in a reasonable manner.
 - b) Exercise all precautions necessary to prevent damage to pipes, conduits, and other underground structures. When or where any direct or indirect damage or injury to private or public property is caused in the execution of this contract, such property shall be restored by this Contractor and at this Contractor's expense.
 - c) The locations of existing underground piping and electrical ducts, where shown on the drawings or otherwise directed, is only considered as approximate. Contractor shall exercise particular care in locating such utility lines by hand digging to prevent them from being damaged by excavating equipment.
 - d) Contractor shall be responsible for any damage done to existing utility lines and shall replace any such damage at his/her expense. All piping, duct banks, conduit, water and other service lines encountered in excavating, unless required to be removed, shall be supported and braced. Lines not shown on the plans are to be reported to the Owner's Representative. Do not move, cut, cap or alter in any manner without the approval of the Owner's Representative.
 3. Drainage
 - a) Protect excavations and site in general from ponding water and erosion. Construct and maintain temporary drainage.
 - b) Protect all drainage systems from siltation by using proper grading practices, silt fencing, and check dams.
- D. Temporary Drainage
1. The Contractor shall be responsible for all necessary temporary drainage and shall employ temporary ditches, pumping, or other elements necessary to eliminate ponding and water accumulation.
 2. The site shall be maintained in a freely draining condition at all times and to prevent water from draining unnecessarily onto adjacent properties. Proper drainage will be provided for any water or springs which may be encountered.
- E. Environmental Requirements
1. Dirt on Pavements: where the contractor's equipment is operated on any portion of the pavement used by traffic, the Contractor shall clean the pavement of all dirt and debris at the end of each day's operations.
 2. Dust Control: Dust control operations shall be performed by the Contractor to keep the amount of dust and dirt to a minimum. Water used for dust control shall be furnished and applied by means of tanks equipped with suitable sprinkling devices. Water used shall be paid for by the Contractor. The Owner's Representative along with the Contractor's representative shall determine when water is required to alleviate or prevent dust nuisance.
 3. Provide for surface drainage during the period of construction in a manner to avoid creating a nuisance to adjacent areas. Keep excavation free of water during the entire process of the work, regardless of the case, source, or nature of the water.
 4. Provide erosion control devices as shown on the plans and as required by local, state, or federal law.

5. Trees to remain shall be protected as indicated.
- F. Scheduling: Contractor shall stay informed of the construction progress of all other contractors and/or subcontractors working on the project, particularly where they affect other work.
- G. Surveyor: Contractor shall survey or have surveyed proposed grades and check or have checked the grades during the progress of the work.
- H. Construction Stakes:
 1. Construction stakes shall be set to mark the general location, alignment, elevation, and grade of the work. The Contractor shall assume full responsibility for dimension and elevations from such stakes.
 2. The Contractor shall furnish at his expense the size, quality, and quantity of stakes required.
- I. Contractor shall notify owner immediately of unexpected sub-surface conditions.

VII. GUARANTEE

- A. The guarantee period as shall commence with the date of issuance of the Final Certificate for Payment.

PART 2 PRODUCTS

I. 2.01 MATERIALS

- A. All fill material is subject to testing and inspection.
- B. Free from roots and vegetation as stripped on the site or as approved by the Owner's Representative for material imported to the site. If imported, it shall be natural, fertile, friable, productive soil, neither excessively acid nor alkaline, and free from toxic substances, stones, weeds, clay, clods, roots, cinders, and debris.

II. EXCAVATION MATERIAL

- A. All material shall be unclassified. Owner's Representative must visually verify quantity of solid rock requiring removal. Once verified, payment shall be based on the unit price included in this Contract. Removal to include hauling and disposal of rock from project site.

PART 3 EXECUTION

I. PREPARATION

- A. Protection
 1. Provide adequate protection measures to protect workmen and passersby on the site. Fully protect existing buildings, streets, and adjacent property throughout operations.
 2. Locate existing underground utilities by careful hand excavation. If utilities are to remain in place, provide protection from damage during construction operations.
- B. Rough Grading
 1. Prior to placing fill, or excavation, strip all areas indicated on plans to a suitable depth to achieve final proposed grade indicated on plans once topsoil is placed.
- C. Topsoil Removal
 1. Topsoil shall be stockpiled on site for reuse. If surplus exists, Contractor shall be responsible for removal from site or Owner may opt to remove surplus soils for use elsewhere.
- D. Excavation
 1. Excavation shall be unclassified.
 2. Perform excavation to lines and grades on the drawings.

3. Provide shoring, sheeting, and bracing to prevent caving, erosion, or gullyng of sides of excavation.
4. Should uncharted or incorrectly charted piping or other utilities be encountered during excavation, consult the Owner's Representative immediately for directions as to procedure. Cooperate with Owner and/or utility companies in keeping respective services and facilities in operation. Repair damaged utilities to satisfaction of utility owner.
5. After excavation has been performed to the lines and grades shown on the drawings, the subgrade shall be inspected. Soft spots shall be removed at the direction of the Project Coordinator and backfilled with suitable material as specified herein. Proof-rolling with a loaded dump truck may be used if determined necessary by the Project Coordinator.
6. Compaction of excavated areas shall be as per that indicated for fill materials below, unless otherwise indicated in a soils report for the project.

II. INSTALLATION

A. Fill Materials

1. Unless otherwise indicated in a soils report for the project, fill material shall be compacted to not less than the following requirements:
 - a. Exterior slabs, sidewalks and building pads: 98 percent of the maximum dry density as determined by the Standard Proctor moisture-density test, ASTM D698.
 - b. Lawn and Planting Area: 90 percent of the maximum dry density as determined by the Standard Proctor moisture-density test, ASTM D698.

B. Finish Grading

1. Topsoil shall be as stockpiled on the site.
2. If the materials stockpiled on the site do not produce the necessary –amount of material satisfactory for topsoil or the formation of the subgrade as specified, suitable materials from off-site shall be obtained upon the approval of the Owner's representative.

III. FIELD QUALITY CONTROL

A. Soil Compaction Tests

1. If necessary, field density tests shall be performed in sufficient number to ensure that the specified density is being obtained. Tests shall be approved in advance by Owner and be in accordance with AASHTO Standard T191 or T205 or by other approved testing methods. Payment shall be directly to testing laboratory by Owner.

B. Grading of Subgrade

1. The subgrade surface in lawn areas may be within +/- 1 inch of design subgrade elevation. The subgrade surface in paved areas shall be within ½ inch of the design subgrade elevation.

IV. GRANULAR MATERIAL

- A. Install and compact granular material to serve as a base for pavements as specified.

V. PROTECTION

- A. Be responsible for and maintain embankment areas until completion and final acceptance of the project by the Owner.
- B. Maintain storm water pollution prevention measures. Install other measures, including sediment basins as may be required.

VI. CLEANUP

- A. Upon completion of work of this Section, clean up and leave areas free of debris, excess material, and equipment.
- B. Waste excess earth on Owner's property in areas only designated IF approved by Owner's Representative.

END OF SECTION

DIVISION 2

SECTION 02215—FINISH GRADING

- Part 1—General
- Part 2—Products
- Part 3—Execution

PART 1—GENERAL

I. Work Included

- A. Work under this section includes providing all materials, labor, equipment, tools, and services to spread topsoil over subgrade as needed on field and in surrounding park areas to meet elevations indicated on the plans
- B. Work under this section also includes providing, mixing and installing infield mix on the field in location shown on plans.

II. Related Work Specified Elsewhere

- A. Section 02200, Earthwork
- B. Section 02270, Erosion Control and Tree Protection

III. Measure and Payment

- A. Payment shall be as per lump sum. Additional work requested and authorized by the Owner shall be paid based on unit costs included within this Contract.

IV. Quality Assurance

- A. Qualifications: Contractors or subcontractors performing work under this Section shall be qualified to do such work and hold the appropriate registration, license, or other permit as required by state or local law.
- B. Requirements of Regulatory Agencies: Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work.
- C. Soils Testing Laboratory/Soils Engineer: Owner will employ a qualified soils testing laboratory/engineer to observe this work and make tests as required.
 - 1. Work to be done includes:
 - a. Have earth borrow fill, aggregate, sand, topsoil, and structural fill tested and approved by designated testing laboratory before moving it to the job site.
 - b. Observe the proof-rolling of areas where paving will be located to determine adequacy of soil compaction and in-place soils. If soils are not adequate to bear weights that will be imposed, testing laboratory will direct corrective action to be taken.
 - c. Test in-place soil and filled and compacted areas. If these are not adequate to bear weights imposed, contractor shall advise the Owner, who will direct any corrective measures that are necessary.
 - 2. If necessary, field density tests shall be performed in sufficient number to ensure that the specified density is being obtained. Tests shall be approved in advance by Owner and be paid directly to the testing laboratory.
- D. Applicable specifications for compacted fill: The following current American Society for Testing Materials (ASTM) Standards are hereby made part of this Specification:
 - 1. D421-58, Dry Preparation of Soil Samples for Grain-Size Analysis and Determination of Soil Constants.
 - 2. D422-63, Standard Method for Particle Size Analysis of Soils
 - 3. D1140-54, Method of Test for Amount of Material in Soils Finer than the No. 200 Sieve.
 - 4. D1557-78, Standard Test Methods for Moisture-Density Relations of Soils and Soil-Aggregate Mixtures Using 10 lb. (4.54-kg) Rammer and 18 in. (457 mm) Drop.

V. Job Conditions

A. Existing Conditions

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

B. Soil Conditions

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

C. Protection

1. Protect, maintain, and restore bench marks, monuments and other reference points affected by this work. If such items are displaced or destroyed by this work, they will be reestablished by a licensed surveyor at Contractor's expense. After items have been permanently set, certify the work and furnish certification to the Owner.
2. Utilities
 - a. Contractor shall cooperate with the owners of any underground or overhead utility lines in their removal and rearrangement operation in order that these operations may progress in a reasonable manner.
 - b. Exercise all precautions necessary to prevent damage to pipes, conduits, and other underground structures. When or where any direct or indirect damage or injury to private or public property is caused in the execution of this contract, such property shall be restored to satisfactory condition by the Contractor and at the Contractor's expense.
 - c. The locations of existing underground piping and electrical ducts, where shown on the drawings, are only considered as approximate. The Contractor shall exercise particular care in locating such utility lines by hand digging to prevent them from being damaged by excavating equipment.
 - d. The Contractor shall be responsible for any damage done to existing utility lines and shall replace any such damage at this expense. All piping, duct banks, conduit, water and other service lines encountered in excavating, unless required to be removed, shall be supported and braced. Lines not shown on the plans are to be reported to the Owner. Do not move, cut, cap or alter in any manner without the approval of the Owner.
3. Drainage
 - a. Protect excavations and site in general from ponding water and erosion. Construct and maintain temporary drainage. Pump, if necessary, to keep excavations free of water.
 - b. Protect all drainage systems from siltation by using proper grading practices, silt fencing, and check dams.

D. Temporary Drainage

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

E. Environmental Requirements

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

F. Scheduling

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

G. Surveyor

1. Contractor shall survey or have surveyed proposed grades and check or have checked the grades during the progress of the work.
2. Grading tolerance on athletic field shall be plus or minus ½ inch for subgrades (25 x 25 grid survey required for certification)
3. Grading tolerance on athletic field shall be plus or minus ¼ inch for finish grade of both topsoil in outfield and infield mix on infield (25 x 25 grid survey required for certification)
4. Contractor must use tractor mounted laser box guided equipment using turf tired in order to minimize compaction. Bulldozers are only acceptable for rough finish grades only.

H. Construction Stakes

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

VI. Guarantee

- A. The guarantee period as required by the Unit Price Contract shall commence with the date of issuance of the Final Certificate for Payment.

PART 2—PRODUCTS

I. Topsoil

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

II. Infield Mix

- A. BASE BID: Blended mixture of 4-8% clay; 6-8% silt and 85-92% sand obtained from local sources. Sieve #4 4.76mm 100%; #7 2.83mm 60-70%; #20 .84mm 50-60%; #60 .25mm 35-45%; #140 .105mm 26-36%; #200 .075 13-18%.

PART 3—EXECUTION

I. Grades

- A. Infield shall have 6" infield mix specified above.
- B. Infield area to receive infield mix to be scarified after removal of existing material but before placement of new material.
- C. All areas within ballfield fence that are not receiving infield mix, to top of slope along outfield outside fence shall have 6" topsoil that is a silty loam with maximum 30% clay content.
- D. All lawn areas outside ballfield fence and perimeter as described above shall have minimum of 4" topsoil that is a silty loam with maximum 30% clay content.
- E. Finish grades shall be the proposed final grades shown on the drawings.
- F. Turf areas shall be finish graded so as to meet walks and adjoining surfaces so that after settlement no water pockets or ridges will remain.
- G. Finish grades of topsoil shall be held down to allow thickness of sod where applicable.

II. Installation

- A. Loosen subgrade to a depth of 2" over all lawn areas by means of a cultmulcher or approved equal.
- B. Topsoil to be spread so that after natural settlement and light rilling the completed work will conform to the lines, grades, and elevations shown on the drawings.
- C. Finish grade for all swale grades as shown on the plans.
- D. Where not otherwise indicated, project areas within the limits of grading shall be given uniform slopes between points for finished grades which are shown or between such points and existing grade.
- E. After spreading, topsoil shall be lightly compacted, as necessary, to minimize settlement.

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

END OF SECTION

DIVISION 2

SECTION 02270 – EROSION CONTROL AND TREE PROTECTION

- Part 1—General
- Part 2—Products
- Part 3—Execution

PART 1—GENERAL

Work Included

- A. Determining TPZ (Tree Protection Zone)
- B. Installation of tree protection fence
- C. Installation of erosion control devices as per local, state, and/or federal storm water pollution prevention requirements.
- D. Dust Control
- E. Maintenance of tree protection fences and erosion control devices during the construction.
- F. Maintenance of records regarding the installation.
- G. Removal of erosion control devices at the appropriate time.

Related Work Specified Elsewhere

- A. Section 02200 – Earthwork
- B. Section 02215 - Finish Grading

Measure and Payment

- A. Installation and maintenance of all tree protection fences and erosion control measures shown on plans are part of the lump sum base bid.

Submittals

- A. If requested, submit interim reports and data as may be required by governing agencies.

Quality Assurance

- A. Qualifications: All Contractors or Subcontractors performing work under this section shall be qualified to do such work and hold the appropriate registration, license, or other permit as required by state or local law.
- B. Requirements of Regulatory Agencies: Contractor shall procure all permits and licenses, pay all chargers and fees, and give all notice necessary and incidental to the due and lawful prosecution of work.

Job Conditions

- A. Site Inspection: Contractor shall familiarize him/herself with the site, the plans, the specifications and plan requirements and is responsible to call any discrepancies or potential problems to the attention of the Owner.
- B. Protection: Carefully maintain all bench marks, construction stakes, monuments, or other reference points. If any are disturbed or destroyed, replace as directed.
- C. Coordination: Contractor shall coordinate with the clearing and grading Subcontractor(s) to ensure the timely installation of required items and the maintenance or repair of the same.

Inspection

- A. Owner may make periodic site visits to inspect erosion control devices. If erosion control devices are not being properly installed and maintained, a written notice will be issued.
- B. The work site is also subject to inspection by governing bodies having jurisdiction. Such inspections may be without notice and the Contractor will be subject to any penalties as may apply.
- C. The Contractor shall inspect all erosion control devices on a weekly basis and within 24 hours of all storm events that produce ½" or more of rain within a 24 hour period. All defects discovered by these inspections shall be repaired within 24 hours.

PART 2—PRODUCTS

I. Materials

- A. Materials shall be as required by the governing agencies having jurisdiction and by the specifications. The more stringent shall apply.
- B. Construction entrance per LFUCG Stormwater Manual section 11.4.6
- C. Silt Fence per LFUCG Stormwater Manual section 11.5.4 or equal
- D. Slope stabilization mat per LFUCG Stormwater Manual 11.4.8 or equal

PART 3—EXECUTION

I. Installation

- A. Install tree protection fencing around the TPZ per the following formula: 1 inch DBH = 1.5 ft. radius CRZ (DBH = Diameter of tree at breast height; CRZ = Critical Root Zone)
- B. Install construction entrance per LFUCG standards as indicated on plans.
- C. Install perimeter silt fence per LFUCG standards as indicated on plans.
- D. Protect newly graded areas from erosion.
- E. Repair settlement and erosion that occurs prior to acceptance of work.

II. Maintenance and Repair

- A. Perform periodic maintenance on tree protection and silt fences to keep in original, installed condition and free of debris.
- B. Dust shall be controlled per LFUCG Stormwater Manual section 11.4.7

Removal

- . Remove erosion control devices at the appropriate time upon completion of construction and seeding and in accordance with all applicable governmental agencies.
- C. Finish grade areas where such devices have been removed and seed all disturbed areas following specification in Section 02820 Seeding for Turf Establishment.

Cleanup

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

END OF SECTION

CONCRETE PAVEMENT

PART 1—GENERAL

A. Quality Assurance/Product

1. **Concrete** shall be mixed and delivered according to the requirements of ASTM C94, "Specifications for Ready-Mixed Concrete." Each cubic yard of concrete shall have the following:
 - a.) A minimum of 4000 p.s.i. compressive strength at 28 days.
 - b.) Local aggregate #57 topsi.
 - c.) An air content of 6+/- 2%.
 - d.) Slump shall be 5" maximum for hand placement, 3" maximum with machine.
 - e.) Contractor shall provide delivery tickets from concrete plant to verify mix specifications upon request.
2. **Wire fabric** shall be cold drawn steel wires arranged at right angles to each other and electrically welded together at all intersections. Wire fabric shall be installed in the center of all interior concrete slab on grade, and as called for on the plan.
3. **Water** shall be clean and free from injurious substances.
4. **Vapor barrier** shall be 6 mil polyethylene film in widths as wide as practicable.

PART 2 - PERFORMANCE

A. Subgrade Preparation

1. The subgrade under all pavement shall be brought to the required lines and grades and compacted to a firm and unyielding condition with a uniform density. Any pockets of soft material that cannot be compacted shall be removed and replaced with suitable material. Ready-mix trucks and other equipment shall be permitted to operate on the prepared subgrade providing the subgrade is kept smooth and compacted prior to placing concrete. The subgrade shall be in a moist condition, but not muddy, at the time of placement of the concrete.

B. Base

1. Install 6 inches of DGA under all areas to receive concrete pavement.

C. Joints

1. The pavement shall be jointed to control cracking.
2. Longitudinal and transverse joint spacings shall be at regular intervals as shown on plan.
3. The required contraction joint spacings are 5' o.c., typical, or as noted on the plan. Expansion joints as per plan, 25' o.c. on sidewalk.
4. Contraction joints shall be made by sawing, tooling, or installing an approved insert to a depth of 1/4 of the slab thickness, as shown on plan. Sawed joints shall be cut as soon as possible without ravelling the concrete. In warm weather, joints shall be cut on the day of pour.
5. Joints shall be continuous across the slab and must extend completely.
6. Full depth expansion (isolation) joints, 1/4" to 1/2" thick, shall be installed to isolate fixed objects and where fixed objects abut, and as noted on plans.

D. Concrete Placing, Finishing and Texturing

1. Concrete sidewalk and pavement shall be properly placed on the prepared subgrade and base at 4" deep, adequately consolidated and struck off to the proper elevation. Concrete shall be placed continuously to prevent the formation of "cold joints." Wherever placing operations stop, a bulkhead will be installed to form a straight joint.
2. Concrete dumpster pad pavement shall be properly placed on the prepared subgrade and base at 8" deep, adequately consolidated and struck off to the proper elevation.

Concrete shall be placed continuously to prevent the formation of "cold joints." Wherever placing operations stop, a bulkhead will be installed to form a straight joint.

3. The sequence of finishing operations shall be the strike off and consolidation, floating (if necessary), straight edging and texturing.
4. Adding water to the surface of the concrete to assist in finishing operations shall not be permitted, it shall be applied as a fog spray.
4. The pavement surface shall drain at a slope of 1/4" per foot unless otherwise specified on the plans.
5. Final surface texture shall be broom finish.

E. Curing

1. Summer - (April 15 - October 15)

Concrete shall be cured by protecting it against loss of moisture, rapid temperature change, and mechanical injury for at least 5 to 7 days after placement. A liquid membrane-forming compound shall be uniformly sprayed on all exposed surfaces.

2. Winter - (October 15 - April 15)

Concrete shall be covered with a plastic sheet 5 to 7 days. In areas that will receive de-icer applications, concrete shall be sealed with a sealant penetrant material such as linseed oil and thinner at a ratio of 50:50 on each material, 200 sq. ft. per gallon, prior to opening to traffic.

F. Clearing and Protection

1. Opening to Traffic

Pavement under construction shall be protected with barricades, and all traffic (with the exception of joint sawing equipment) shall be excluded from the new pavement for seven (7) days.

2. Pavement Protection

The contractor shall be responsible for concrete placed during rain or cold weather. When concrete is placed late in the year, the contractor shall submit a plan of procedures for protection of the concrete to the Landscape Architect for approval prior to construction.

3. Damage

The completed concrete shall be protected from damage until accepted. The Contractor shall repair damaged concrete and clean concrete discolored during construction. Concrete that is damaged shall be removed and reconstructed for the entire length between joints, not by refinishing the damaged portion.

G. Cleanup

1. Site shall be left clean and free of debris.

DIVISION 2

SECTION 02821 — CHAIN LINK FENCE AND GATES – PVC COATED

- Part 1—General
- Part 2—Products
- Part 3—Execution

PART 1 GENERAL

I. WORK INCLUDED

- A. Provision and installation of PVC coated and painted fence framework, fabric and accessories, gates and related hardware.

II. RELATED WORK SPECIFIED ELSEWHERE

III. MEASURE AND PAYMENT

- A. Payment shall be lump sum as per the Bid Form.

IV. REFERENCES/STANDARDS

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

V. SUBMITTALS

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

VI. QUALITY ASSURANCE

- A. Qualifications: All Contractors or subcontractors performing work under this Section shall be qualified to do such work and hold the appropriate registration, license, or other permit as required by state or local law. Contractors performing this work must have a minimum of two (2) years experience installing similar fence.
- B. Requirements of Regulatory Agencies:
 - 1. Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work.
 - 2. Contractor shall comply with all code requirements.

VII. JOB CONDITIONS

- A. Site Inspection: Contractor shall familiarize him/herself with the site, the plans, the specifications, special provisions, and plan requirements and is responsible for calling any discrepancies or special problems to the attention of the Owner's Representative.
- B. Protection: Protect, maintain and restore bench marks, monuments, and other reference points affected by this work. If such items are displaced or destroyed by this work, they will be reestablished

by a licensed surveyor at no expense to the Owner. After items have been permanently set, certify the work and furnish certification to the Owner's Representative.

C. Coordination:

1. Contractor shall coordinate with the Owner's Representative for vital systems affected prior to commencement of work.
2. Contractor shall coordinate with other trades affected by the work.

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

E. Surveyor: Contractor shall provide the services of a registered surveyor to layout the graded area and check the grades during the progress of the work.

F. Construction Stakes:

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

VIII. WARRANTIES/GUARANTEE

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

PART 2 PRODUCTS

I. MATERIALS

A. Framework: Type I or Type II Steel Pipe

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

Pipe Size Outside Diameter	Type I Weight Lbs./Ft.	Type II Weight Lbs./Ft.
1-5/8"	2.27	1.84
2"	2.72	2.28
2-1/2"	3.65	3.18
3"	5.79	4.65
3-1/2"	7.58	5.71
4"	9.11	6.56
6-5/8"	18.97	

5. Color of pipe to match existing fields. If no other fields exist on site, color shall be selected by Owner's Representative.

B. Fabric – PVC Coated

1. Type A, 2" square mesh fabric, top edges knuckled.
2. #9 gauge wire, conforming to ASTM 342-1, class 1.
3. Color: Black

II. CONCRETE MIX

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

III. COMPONENTS

A. Fence Posts:

Type I - II

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

B. Gate Posts:

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

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

- D. Gates: Frame assembly of 2 inch O.D. pipe Type I or Type II with welded joints. Weld areas repaired with zinc-rich coating applied per manufacturer's directions. Fabric to match fence. Gate accessories, hinges, latches, center stops, keepers and necessary hardware of quality required for industrial and commercial application. Latches shall permit padlocking.

E. Fittings:

1. Post Caps – Pressed steel, cast iron or cast aluminum alloy designed to fit snugly over posts to exclude moisture. Supply cone type caps for terminal posts and loop-type for line posts. All fittings to conform to ASTM F626.
2. Rail and Brace Ends – Pressed steel, cast iron, cast aluminum alloy, cup-shaped to receive rail and brace ends.
3. To Rail Sleeves – Tubular steel, 0.051 inch thickness x 7 inches long, expansion type.
4. Tension Bars – Steel strip, 5/8 inch wide x 3/16 inch thick.
5. Tension bands – Pressed steel, 14 gauge thickness x 3/4 inch wide.
6. Brace Bands – Pressed steel, 12 gauge thickness x 3/4 inch wide.
7. Truss Rods – Steel rod, 3/8 inch diameter merchant quality with turnbuckle.

F. Tension Wire: Marcellled 7 gauge steel wire with minimum coating of 0.80 ounces of zinc or 0.40 ounces of aluminum per square foot of wire surface and conforming to ASTM A824.

G. Tie Wires: Aluminum, 9 gauge, alloy 1100-H4 or equal.

H. Hog Rings: Steel wire, 11 gauge, with a minimum zinc coating of 0.80 ounces per square foot of wire surface.

I. All fencing and piping components to be black in color.

IV. FOUL POLES

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

V. PRIMER AND PAINT FOR FOUL POLES

A. Exterior grade, oil-based, as manufactured by Glidden, Sherwin-Williams, or other approved equivalent. Color to be selected by Owner's Representative.

IV. EXCAVATION MATERIAL

A. All material shall be unclassified. Payment for removal of solid rock shall be negotiated using the unit price included in this Contract.

PART 3 EXECUTION

I. INSTALLATION

A. General: Installation to conform to ASTM F567

B. Height: Provide height as indicated construction documents.

C. Post Spacing: Spacing of line posts at intervals not exceeding 10 feet.

D. Post Setting: Set terminal, gate, and line posts plumb in concrete footings. Top of footing to be flush with grade and sloped to direct water away from posts.

- E. Bracing: Brace gate and terminal posts back to adjacent line posts with horizontal brace rails and diagonal truss rods.
- F. Top Rail: Install through line post loop caps connecting sections with sleeves to form a continuous rail between terminal posts.
- G. Top Tension Wire: When a top rail is omitted, stretch tension wire through loop caps and fasten to terminal posts.
- H. Bottom Rail: Run bottom rail flush to grade continuous along all fencing.
- I. Fabric: Pull fabric taut with bottom selvage $\frac{1}{2}$ inch above grade. Fasten to terminal posts with tension bars threaded through mesh and secured with tension bands at maximum 15 inch intervals. Tie to line posts and top rails with tire wires spaced at maximum 12 inches on posts and 24 inches on rails. Attach to bottom tension wire with top rings at maximum 24 inch intervals.
- J. Barbed wire: Anchor to terminal extension arms, pull taut, and firmly install in slots of line post extension arms where noted on construction documents.
- K. Gates: Install gates plumb, level, and secure for full opening without interference. Anchor center stops and keepers in concrete.
- L. Fasteners: Install nuts for fittings, bands, and hardware bolts on side of fence opposite baseball playing field on interior fences, and inside of fence at main entry gate and maintenance access gate.
- M. All rails, posts, and connectors will be located outside the ball playing fields.

II. CLEANUP

- A. Upon completion of the work, Contractor shall remove from the site any excess construction materials, trash, or other items, leaving the site in a clean and finished condition acceptable to the Owner.
- B. All rough edges tags and staples to be removed from fence.

NOTE: All equals to be submitted to Owner's Representative 48 hours prior to bid opening.

END OF SECTION

DIVISION 2

SECTION 02870—SITE SPECIALTIES

PART 1—GENERAL

- A. Install all miscellaneous specialties and necessary items to complete the work required by the plans and herein specified.

PART 2—PRODUCT

- A. Drinking Fountain: Murdock M43-AVAF Fountain; see Plumbing specifications and details
- B. Bleachers (2): Outdoor Aluminum model #SGA 5-21; 5-row, 21 ft long, non-elevated aluminum bleachers with galvanized steel frame or equal
- C. Team Benches (2): Outdoor Aluminum model PCTS 15 inground mount
- D. Trash receptacle (3): Wabash Valley Manufacturing, Model LRD300D 32 gallon, diamond pattern, black with LR100 inground mount, black; LR310 receptacle liner; DT100 dome lid, black
- E. Recycling receptacle (3): Wabash Valley Manufacturing, Model LRD300D 32 gallon, diamond pattern, black with LR100 inground mount, black; LR310 receptacle liner; DT100 dome lid, blue with special recycle sticker
- F. Lockable bollard (2): Madrax with custom collar or approved equal; black
- G. Score Board: Sportable Scoreboards, Model 3385LED with Wireless Remote Control System
- H. Custom Score Board Frame: (2) 8" I-beams; see detail drawings
- I. Custom Score's Stand: see detail drawings.
- J. Dumpster enclosure: Typical; see detail drawings

PART 3—EXECUTION

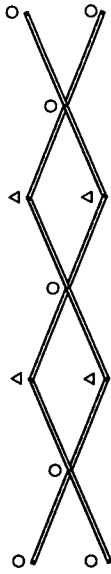
- A. Installation – Assemble and install per plans and manufacturers specifications.
- B. Cleanup - Site is to be left free of all trash and debris.

PART 4—CLEAN UP

- A. All rough edges, tags and staples are to be removed.
- B. Site is to be left free of all trash and debris.

NOTE: All equals must be submitted minimum of 48 hours prior to the bid opening for approval.

END OF SECTION

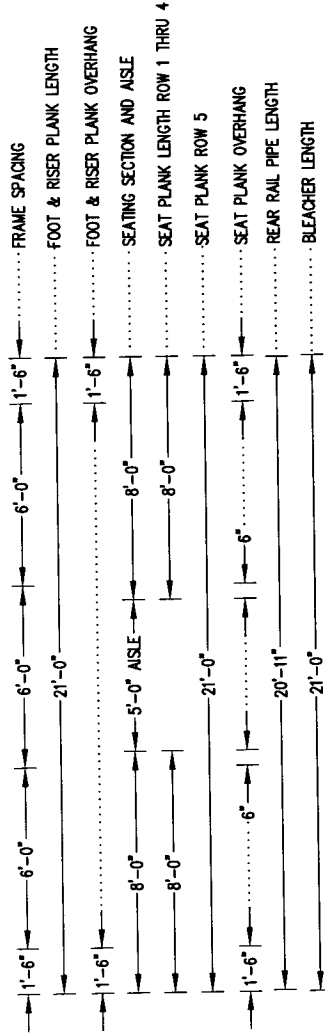
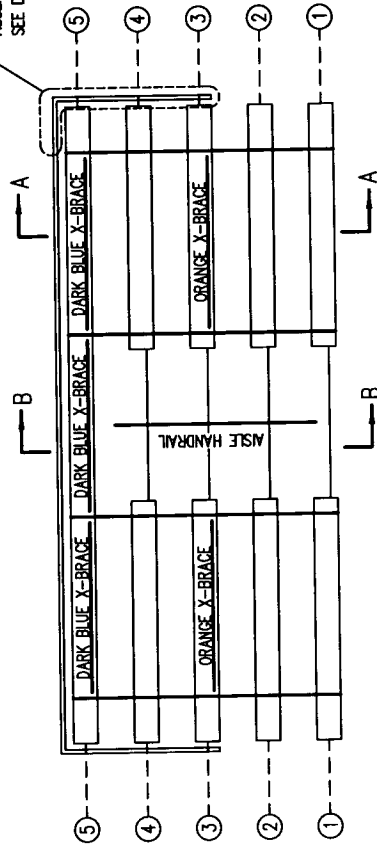


X-BRACE DETAIL

N.T.S.

- 7/16" X 1" GALV. MACH. BOLT
- △ 7/16" X 1.1/2" GALV. MACH. BOLT

SEE REAR CORNER TIE
ASSEMBLY DETAIL
SEE DWG. 584-E1990

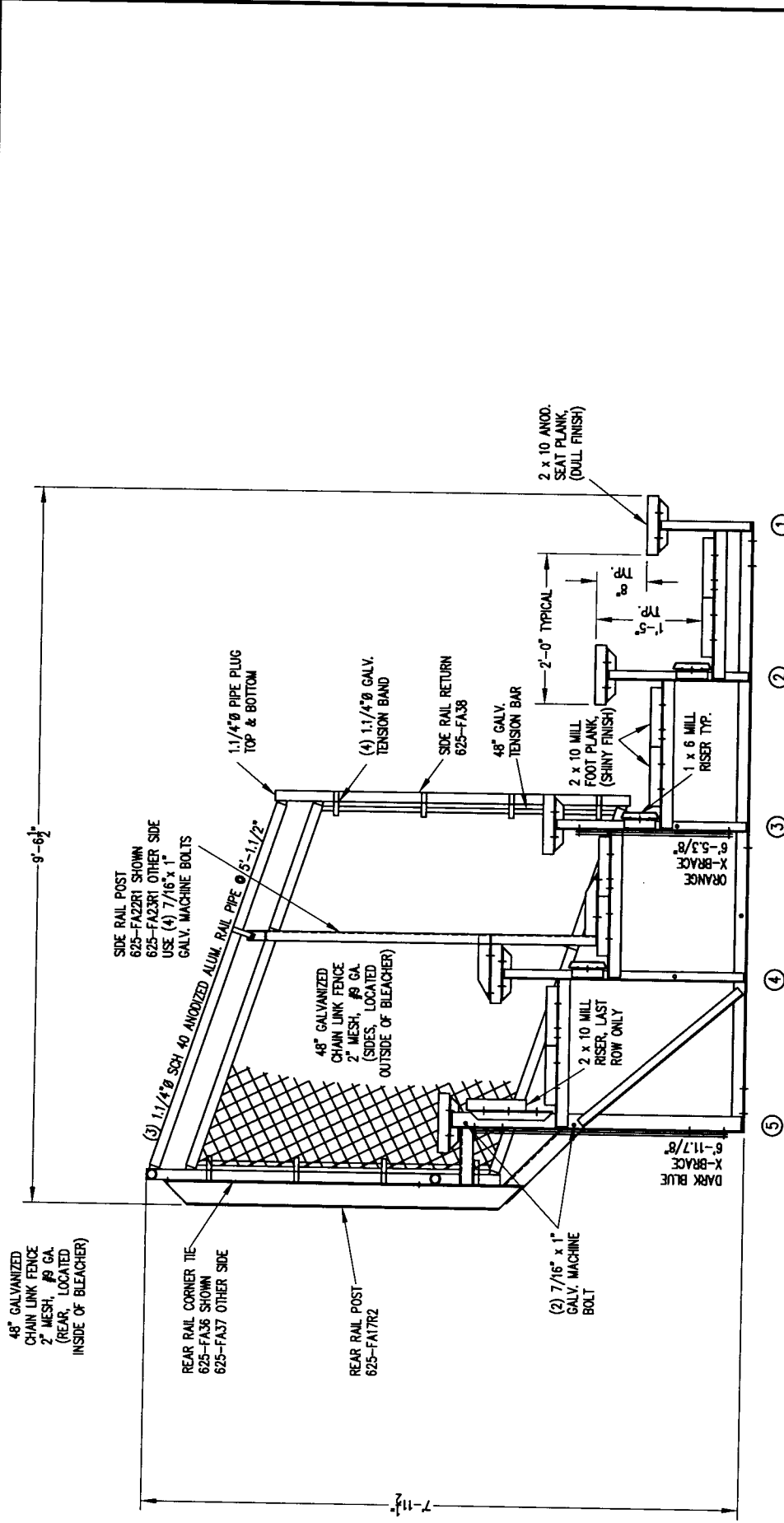


SEATING & FRAMING PLAN

1/4" = 1'-0"

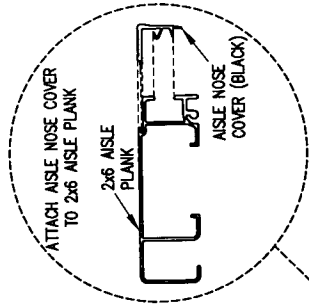
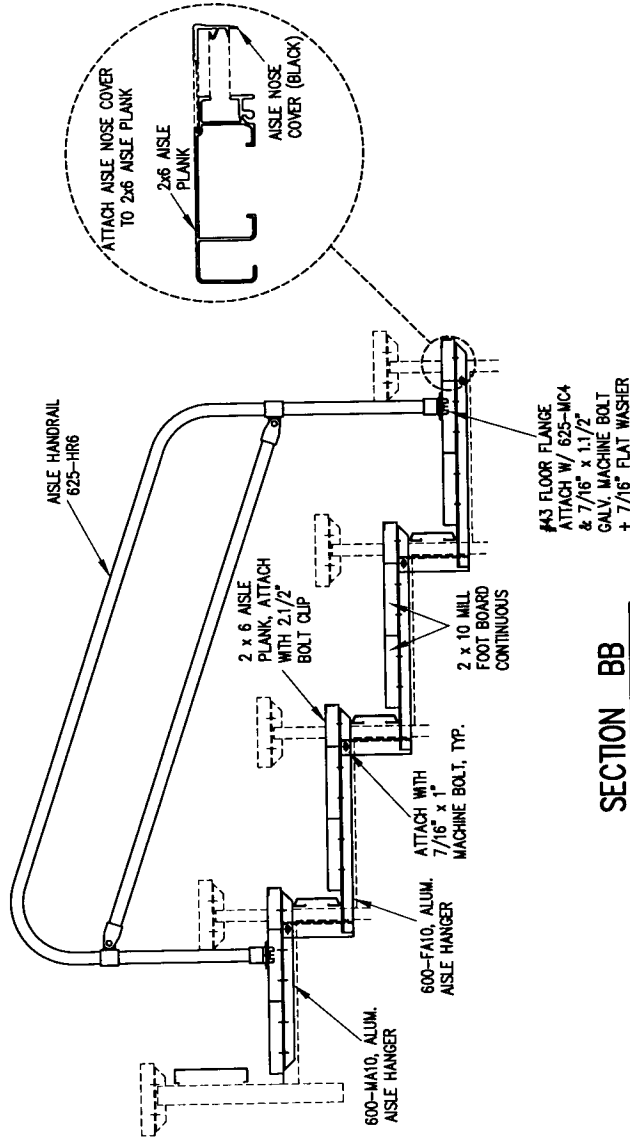
54 NET SEAT @ 18" PER SEAT

		P.O. BOX 118 GENEVA, NY 14456 315-684-2266	
SCALE AS NOTED	REVISIONS	BY	DATE
DATE 11/30/00	SIDE GUARDRAIL TO OUTSIDE	WHW	03/02
DRN 55			
AP'00			
TITLE		NO.	
SCA 5-21 SEATING/FRAMING PLAN W/AISLE		584-E2068	



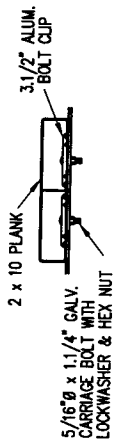
		P.O. BOX 118 GENEVA, ALABAMA 36340 334-884-2286	
SCALE AS NOTED	REVISIONS	BY	DATE
DATE 9/27/00	X-BRACE FROM BLUE TO DARK BLUE	CHM	03/97
DRN 55	SIDE GUARDRAIL TO OUTSIDE	WHW	03/02
AP'D	FOOTBOARD SUPPORT, FA17R2, FA2Z1	RS	11/06
TITLE	NO. 584-E2083		
SG 5 ROW SECTION DOUBLE FOOTBOARD			

SECTION AA
3/4" = 1'-0"



SECTION BB
3/4" = 1'-0"

		P.O. BOX 118 GERRYSBURG, PA 17033-0118 717-684-2286	
SCALE	3/4" = 1'-0"	BY	WHW
DATE	9/27/00	REVISIONS	
DRN	5.5		
AP'D			
TITLE	5 ROW AISLE SECTION		
		NO.	584-E1995



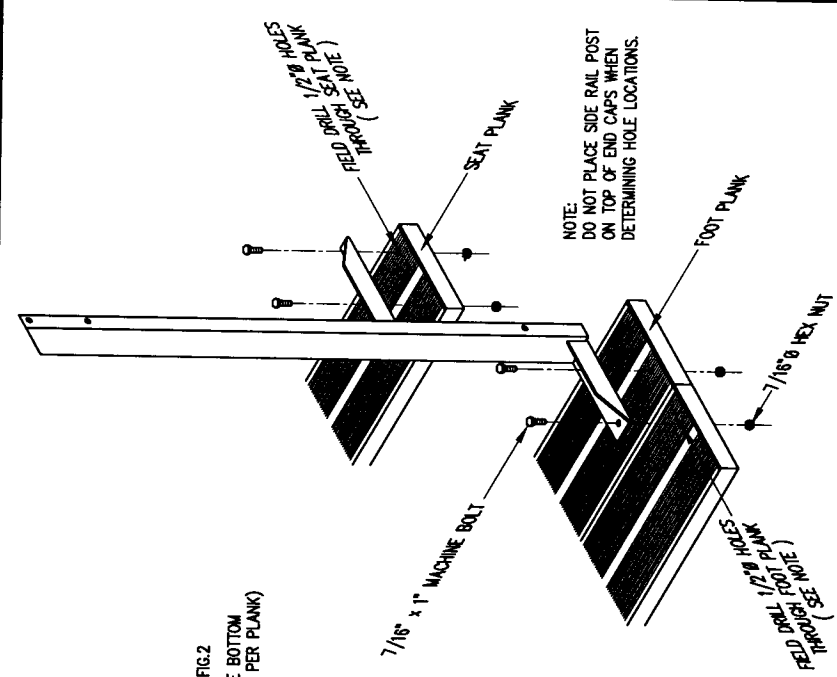
BOLT CLIP DETAIL

1 1/2" = 1'-0"

- 1) LOCATE THE CHANNEL END CAP AS SHOWN IN FIG. 1.
- 2) TAP END CAP INTO PLACE WITH RUBBER Mallet OR SOFT WOOD. FIG. 2
- 3) DRILL TWO 5/32" HOLES THROUGH THE BOTTOM FLANGE AND THE BOTTOM OUTSIDE PLANK FLANGES. INSTALL TWO 3/16" x 1/4" RIVETS. (2 PER PLANK)

END CAP DETAIL

N.T.S.



TYP. SIDE RAIL POST ATTACHMENT

1" = 1'-0"

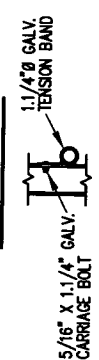
NOTE:
DO NOT PLACE SIDE RAIL POST ON TOP OF END CAPS WHEN DETERMINING HOLE LOCATIONS.



TOP RAIL

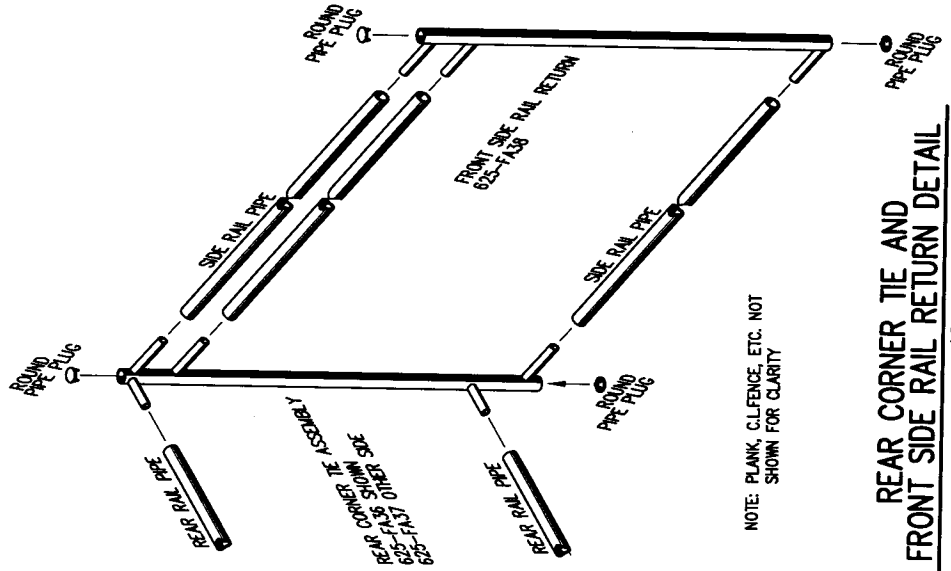


MID RAIL



LOWER RAIL

3/4" = 1'-0"



NOTE: PLANK, C.FENCE, ETC. NOT SHOWN FOR CLARITY

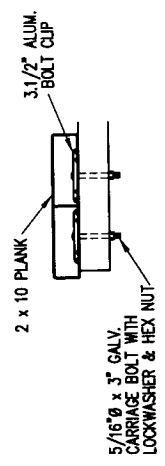
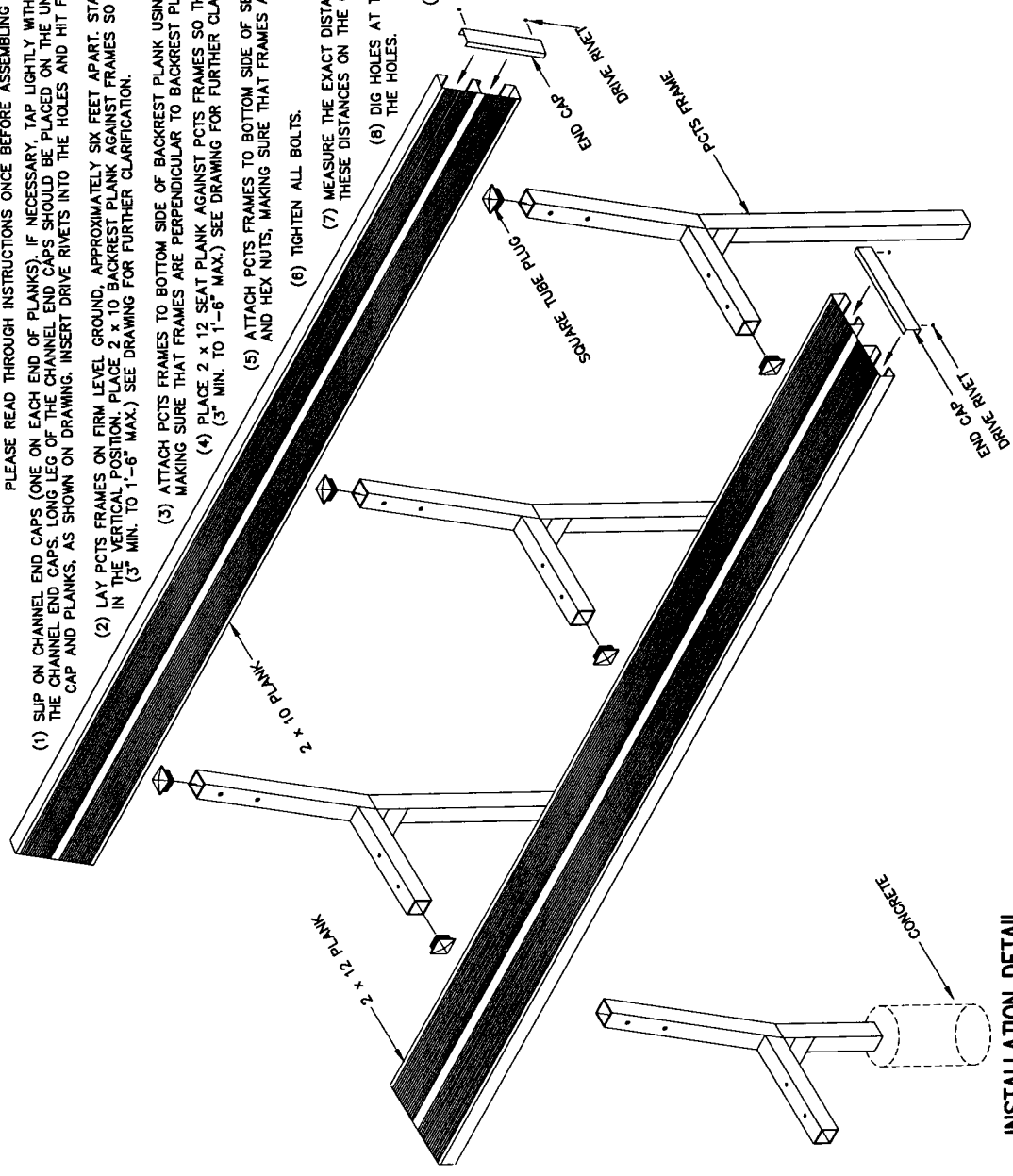
REAR CORNER TIE AND FRONT SIDE RAIL RETURN DETAIL

3/4" = 1'-0"

		P.O. BOX 118 GENEVA, ALABAMA 36340 334-684-2296	
		REVISIONS	DATE
SCALE AS NOTED	BY	DATE	
DATE 11/2/00	WHW	03/02	
DRN 55	TO OUTSIDE		
AP'D			
TITLE			
TYPICAL DETAILS			NO. 584-E1990

PLEASE READ THROUGH INSTRUCTIONS ONCE BEFORE ASSEMBLING

- (1) SLIP ON CHANNEL END CAPS (ONE ON EACH END OF PLANKS). IF NECESSARY, TAP LIGHTLY WITH A WOOD BLOCK OR RUBBER Mallet. TAP ONLY ON THE CORNERS OF THE CHANNEL END CAPS. LONG LEG OF THE CHANNEL END CAPS SHOULD BE PLACED ON THE UNDERSIDE OF PLANKS. DRILL 3/16" Ø HOLES THROUGH CHANNEL END CAP AND PLANKS, AS SHOWN ON DRAWING. INSERT DRIVE RIVETS INTO THE HOLES AND HIT FIRMLY WITH A HAMMER.
- (2) LAY PCTS FRAMES ON FIRM LEVEL GROUND, APPROXIMATELY SIX FEET APART. STAND FRAMES UPRIGHT ON THEIR BACKS, SO THAT THE PLANK DOES NOT OVERHANG THE END MOST FRAMES MORE THAN 1'-6" IN THE VERTICAL POSITION. PLACE 2 x 10 BACKREST PLANK AGAINST FRAMES SO THAT THE PLANK DOES NOT OVERHANG THE END MOST FRAMES MORE THAN 1'-6" (3" MIN. TO 1'-6" MAX.) SEE DRAWING FOR FURTHER CLARIFICATION.
- (3) ATTACH PCTS FRAMES TO BOTTOM SIDE OF BACKREST PLANK USING 2 BOLT CLIPS, 5/16" x 3" CARRIAGE BOLTS, LOCK WASHERS AND HEX NUTS, MAKING SURE THAT FRAMES ARE PERPENDICULAR TO BACKREST PLANK. SEE BOLT CLIP DETAIL.
- (4) PLACE 2 x 12 SEAT PLANK AGAINST PCTS FRAMES SO THAT THE PLANKS DO NOT OVERHANG THE END MOST FRAMES MORE THAN 1'-6" (3" MIN. TO 1'-6" MAX.) SEE DRAWING FOR FURTHER CLARIFICATION.
- (5) ATTACH PCTS FRAMES TO BOTTOM SIDE OF SEAT PLANKS USING 2 BOLT CLIPS, 5/16" x 3" CARRIAGE BOLTS, LOCK WASHERS, LOCK NUTS, AND HEX NUTS, MAKING SURE THAT FRAMES ARE PERPENDICULAR TO SEAT PLANKS. SEE BOLT CLIP DETAIL.
- (6) TIGHTEN ALL BOLTS.
- (7) MEASURE THE EXACT DISTANCE BETWEEN FRAMES OF THE ASSEMBLED BENCH. MEASURE AND MARK THESE DISTANCES ON THE GROUND.
- (8) DIG HOLES AT THE DESIGNATED LOCATIONS AND POUR READY-MIX CONCRETE INTO THE HOLES.
- (9) TURN THE BENCH UPRIGHT AND PLACE THE LEGS IN THE PREPARED CONCRETE. POSITION THE HEIGHT OF THE BENCH SO THAT THE SEAT PLANK SURFACE IS 17" TO 18" ABOVE GROUND LEVEL. SHORE ASSEMBLED UNIT AS REQUIRED UNTIL CONCRETE HAS ADEQUATELY CURED, TO ALLOW BENCH TO STAND ON ITS OWN.



		P.O. BOX 118 GORHAM, N.H. 05340 334-684-2266	
SCALE	N.T.S.	BY	DATE
DATE	11/20/00	CHK	02/23/01
DRN	CHW	CHK	02/25/01
AP'D		REDRAWN	MHW 02/13/08
TITLE	PCTS BENCH		NO. 300-E18

INSTALLATION DETAIL

DIVISION 2

SECTION 02920 - SEEDING FOR TURF ESTABLISHMENT

PART 1 – GENERAL

1.1 SUMMARY

- A. Section Includes:
- B. Seeding to establish new turf.

1.2 SUBMITTALS

- A. Certification of grass seed.
- B. Product certificates.

1.3 QUALITY ASSURANCE

- A. Installer's Field Supervision: Require installer to maintain an experienced full-time supervisor on Project site when work is in progress.

1.4 DELIVERY, STORAGE, AND HANDLING

- A. Seed and Other Packaged Materials: Deliver packaged materials in original, unopened containers showing weight, certified analysis, name and address of manufacturer, and indication of conformance with state and federal laws, as applicable.

PART 2 – PRODUCTS

2.1 SEED

- A. Grass Seed: Fresh, clean, dry, new-crop seed complying with AOSA's "Journal of Seed Technology; Rules for Testing Seeds" for purity and germination tolerances.
- B. Seed Species: State-certified seed of grass species as follows:
 - 1. Full Sun: < **Jaguar 3 Fescue** > or approved equal
- C. Other cover grasses will be considered to establish cover during winter months when fescue seed does not germinate such as winter wheat or approved equal.

2.2 FERTILIZERS

- A. Starter Fertilizer: Commercial-grade (SCU) sulfur coated urea with 20% to 30% (WIN) water insoluble nitrogen with a 3-4-2 ratio of (N) nitrogen, (P) phosphorous, (K) potassium.
 - 1. Application rate: 1 lb/1000 sq. ft. (0.45 kg/92.9 sq. m) of actual nitrogen

Cardinal Run Park Field 6

- B. Slow-Release Fertilizer: Granular or pelleted fertilizer consisting of 50% (WIN) water insoluble nitrogen with a ratio of 2-1-1 of (N) nitrogen, (P) phosphorus, and (K) potassium:
 - 1. Application rate : 1 lb/1000 sq. ft. (0.45 kg/92.9 sq. m) of actual nitrogen
- C. A soils analysis may be completed by contractor to change application rate of fertilizer or addition of lime or sulfur and/or micro nutrients to promote grass growth.

2.3 PLANTING SOILS

- A. Planting Soil: **Imported topsoil or manufactured topsoil of a sandy loam to clay loam from off-site sources; do not obtain from agricultural land, bogs or marshes.** Verify suitability of soil to produce viable planting soil. Clean soil of roots, plants, sod, stones, clods, clay lumps, pockets of coarse sand, concrete slurry, concrete layers or chunks, cement, plaster debris, and other extraneous materials harmful to plant growth.

2.4 MULCHES

- A. Straw Mulch: Provide air-dry, clean mildew- and seed-free, salt hay or threshed straw of wheat, rye, oats, or barley.
- B. Spread loosely with no mounding >3/4".

3.1 TURF AREA PREPARATION

- A. Finish Grading: Grade planting areas to a smooth, uniform surface plane with loose, uniformly fine texture. Roll and rake, remove ridges, and fill depressions to meet finish grades. Limit grading to areas that can be planted in the immediate future.
- B. Before planting, obtain Owner's acceptance of finish grading; restore planting areas if eroded or otherwise disturbed after finish grading.
- C. Erect barriers to keep pedestrian and vehicular traffic off of areas to receive seed and cover.
- D. If planting grass seed does not occur immediately after finish grading, lightly water the soils to help prevent wind erosion. Do not create excessively mudding soils or allow water erosion.
- E. Erect barriers to keep pedestrian and vehicular traffic off of areas to be seeded. Install signage prohibiting public access to area.

3.2 SEEDING

- A. Do not broadcast or drop seed when wind velocity exceeds 5 mph (8 km/h). Evenly distribute seed by sowing equal quantities in two directions at right angles to each other. Do not seed against existing trees. Limit extent of seed to outside edge of planting saucer.
- B. Sow seed at a total rate of **300 lbs/acre onsite.**

Cardinal Run Park Field 6

- C. If seeded immediately after finish grading seeding does not need to be lightly raked or rolled; otherwise rake seed lightly into top 1/8 inch (3 mm) of soil, roll lightly, and water with fine spray.
- D. Protect seeded areas with slopes not exceeding 1:6 by spreading straw mulch. Spread uniformly at a minimum rate of **1 bale/ 1,000 s.f.** thin enough to expose approximately 50% of the soil surface. Spread by hand, blower, or other suitable equipment.
 - 1. Anchor straw mulch by crimping into soil with suitable mechanical equipment.

3.3 TURF ESTABLISHMENT

- A. Establish turf by watering, fertilizing, weeding, mowing or whatever other operations required to establish healthy, viable turf. Roll, regrade, and replant bare or eroded areas and re-mulch to produce a uniformly smooth turf. Provide materials and installation the same as those used in the original installation.
- B.
 - 1. Fill in as necessary soil subsidence that may occur because of settling or other processes. Replace materials and turf damaged or lost in areas of subsidence.
 - 1. In areas where mulch has been displaced by wind or maintenance operations, add new mulch and anchor as required to prevent displacement.
 - 2. Apply treatments as required to keep turf and soil free of pests and pathogens or disease. Use integrated pest management practices whenever possible to minimize the use of pesticides and reduces hazards.
- C. Apply pesticides and other chemical products and biological control agents in accordance with authorities having jurisdiction and manufacturer's written recommendations. Coordinate applications with Owner's operations and others in proximity to the Work. Notify Owner before each application is performed.

3.4 SATISFACTORY TURF

- A. Turf installation shall meet the following criteria as determined by owner:
 - 1. Satisfactory Seeded Turf: At end of maintenance period, a healthy, uniform, close stand of grass has been established, free of weeds and surface irregularities, with coverage exceeding **90 percent over any 10 sq. ft. and bare spots not exceeding 5 by 5 inches.**
- B. Use specified materials to reestablish turf that does not comply with requirements and continue maintenance until turf is satisfactory.
- C. Final payment for this portion of the bid will be held until turf is established according to the previous specifications.
- D. Price shall include all associated costs for turf establishment.

END OF SECTION 02920

DIVISION 2

SECTION 02922 - SODDING

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

PART 1—GENERAL

- A.** The General Provisions of the Contract, including General Conditions, Supplemental General Conditions, and Special Conditions, apply to all work specified in this section.
- B.** Bidders shall examine the site and become familiar with all conditions that might affect the work to be performed under this section.
- C. Quality Assurance**
 - 1. Sod to be certified and guaranteed by the distributor.
 - 2. Fertilizer to be delivered to the site in original unopened containers bearing the manufacturer's guaranteed statement of analysis.
- D. Product Delivery, Storage, and Handling**
 - 1. All sod and fertilizer to be stored under shelter.
 - 2. Sod storage to be kept at a minimum, and preferably installed at the time of delivery.
 - 3. Handling to be as per manufacturer recommendations.
- E. Job Conditions**
 - 1. Fertilize after final grading is finished.
 - 2. Do not fertilize or sod frozen or saturated soil.

PART 2—SCOPE

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

PART 3—MATERIALS

A. Sod

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

B. Fertilizer

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

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

C. Water

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

PART 4—SOIL PREPARATION

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

PART 5—INSTALLATION

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

PART 6—GUARANTEE

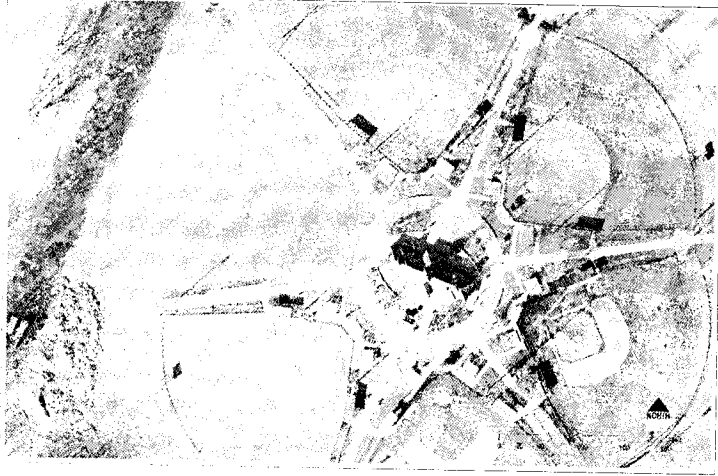
- A. The contractor shall guarantee a minimum of 90% live sod on the sodded areas at the inspection between 3 and 6 months after completion of the project, and no vacant area of dead sod shall be larger than 15 square feet.

PART 7—EXECUTION

A. Inspection

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

END OF SECTION



Cardinal Run Field 6

BID NUMBER: xxxx- 2016

Cardinal Run Park
2000 Parkers Mill Rd.
Lexington, Kentucky

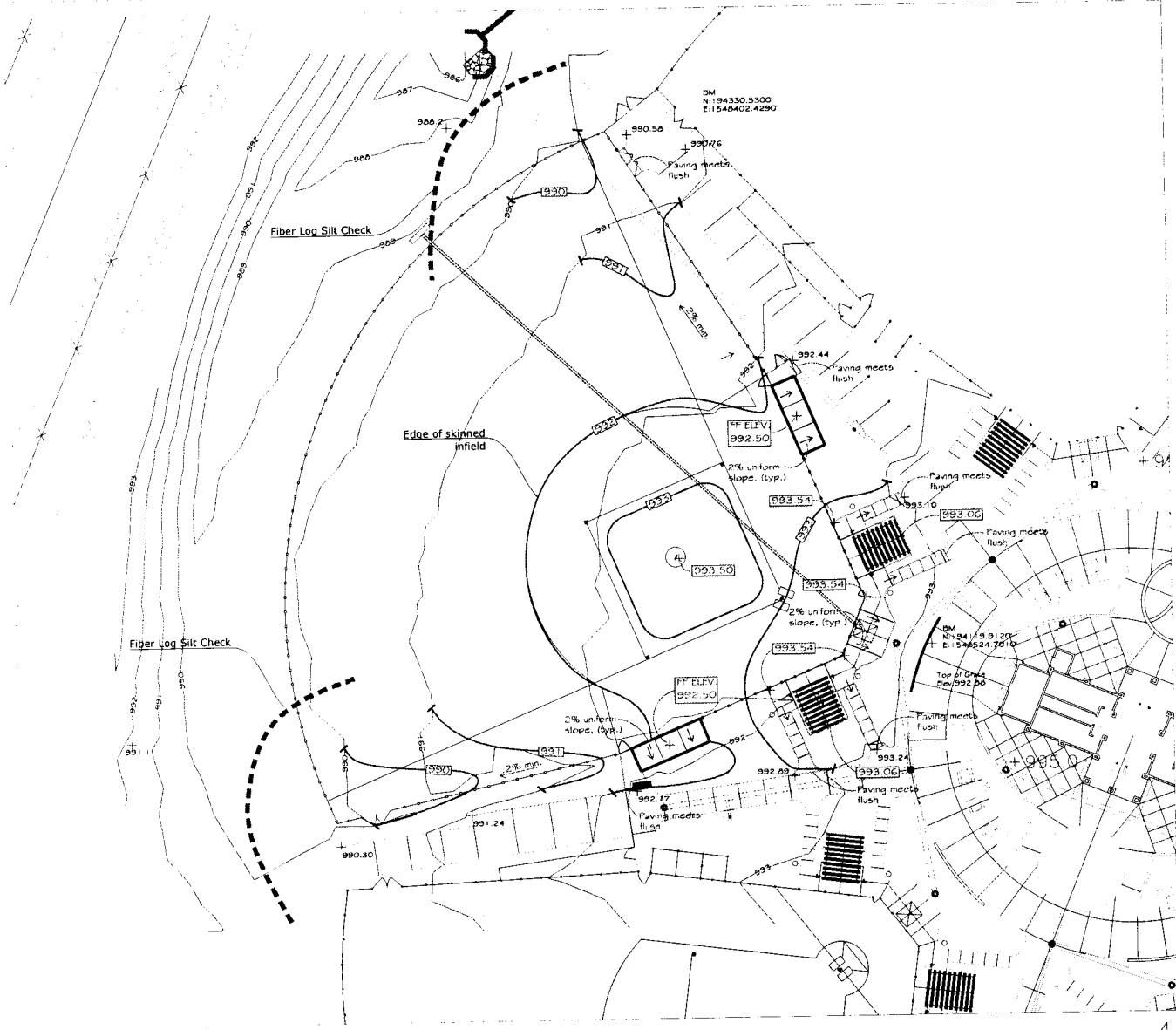
BID DRAWINGS:

- Sheet 1 Grading and BMP Plan
- Sheet 2 Layout and Dimensions Plan
- Sheet 3 Fencing Details
- Sheet 4 Dugout Details

July 26, 2016



Drawn by:
Date:
Design by:
Revisions:
Sheet:

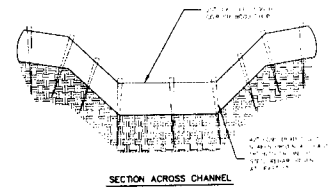


- Notes:
1. Spot elevations indicate finished grade; make adjustments to establish grades of base materials and sub-grade.
 2. The contractor is responsible for verifying the location of and the protection of all existing utilities prior to construction. Should damage occur, it is the contractor's sole responsibility to repair and/or replace said damage at the contractor's expense.
 3. Best management practices, BMP's shall be in place and inspected prior to the beginning of excavation and construction.
 4. All disturbed areas shall be restored to the owner's satisfaction. The is responsible for redistributing topsoil to all finished grade areas and back-filling to sidewalks and curbs.
 5. Any excess excavated soil spoils may be utilized on site as directed by Parks personnel.
 6. Elevations shown are based on the North American vertical datum of 1988 (NAVD). The elevations shown are based on a GPS survey using the state of Kentucky CORS network.
 7. BM#1= Mag nail set at the edge of the concrete walk, elevation 993.48
BM#2= Mag nail set at the edge of the paved roadway, elevation 990.56.



STORMWATER MANUAL

FIGURE 11-17
FIBER LOG CHECK DAM
(EFFECTIVE DATE 1/01/2016)



CONSTRUCTION SHALL BE ACCORDING TO THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS, LATEST EDITION, AS ADOPTED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF BOYD, KENTUCKY.

North

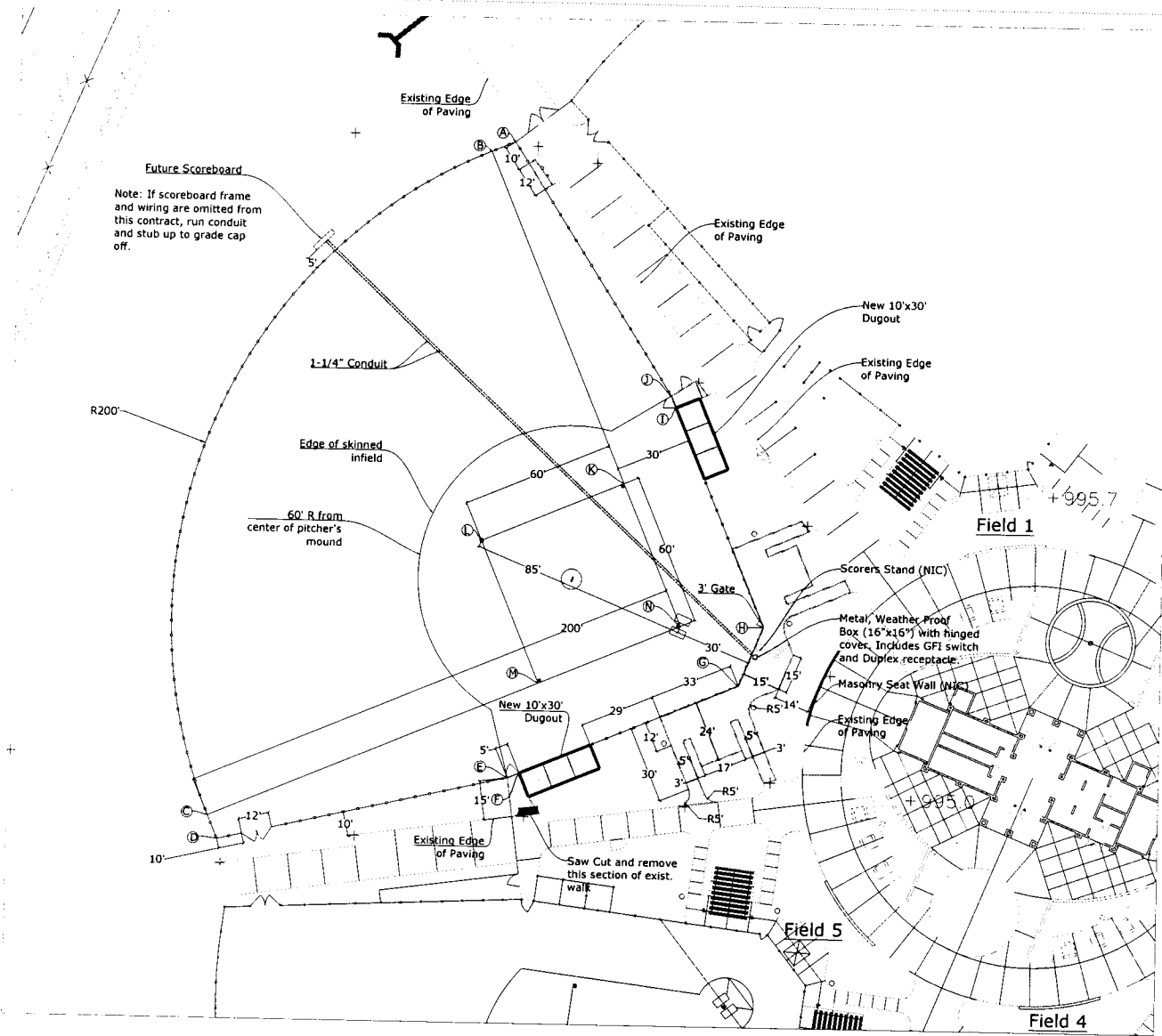
Cardinal Run Field 6
Grading and BMP Plan
2000 Parkers Mill Road
Lexington, Kentucky

L.P.U.C.C. DIVISION OF
PARKS & RECREATION
469 Parkway Drive Lexington, Kentucky 40504
PH: 606.258.2882 FAX: 606.258.2999

Drawn by:
Date:
Design by:
Revisions:
Sheet: 1

July 26, 2016

Scale 1"=20'

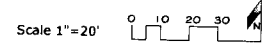


Future Scoreboard
 Note: If scoreboard frame and wiring are omitted from this contract, run conduit and stub up to grade cap off.

- Notes:**
1. Field verify all dimensions.
 2. Provide all necessary labor, tools, materials, equipment and services required to complete the construction of the new concrete walks, dugouts and fencing, site grading and installation of the infield mix as shown on the plans and specifications.
 3. Comply with all applicable local, state and federal codes and ordinances necessary to complete the work, including OSHA standards.

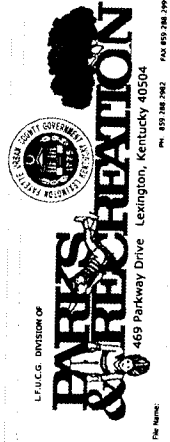
Coordinates:

A	N= 1548397.57 Y= 194326.46	B	N= 1548368.35 Y= 194322.59
C	N= 1548281.42 Y= 194060.74	D	N= 1548285.30 Y= 194051.52
E	N= 1548399.07 Y= 194077.62	F	N= 1548403.68 Y= 194079.56
G	N= 1548468.89 Y= 194115.36	H	N= 1548498.29 Y= 194138.36
I	N= 1548462.49 Y= 194223.58	J	N= 1548460.55 Y= 194228.19
K	N= 1548442.58 Y= 194193.52	L	N= 1548387.26 Y= 194170.28
M	N= 1548410.50 Y= 194114.96	N	N= 1548465.81 Y= 194138.20

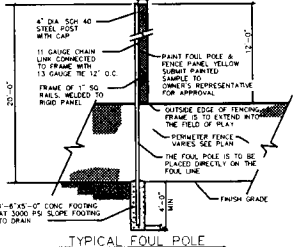
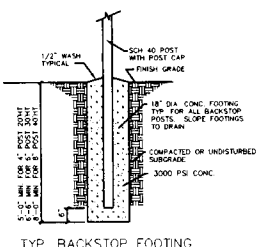
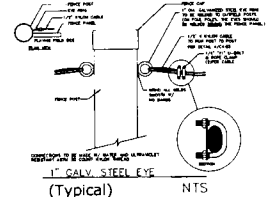
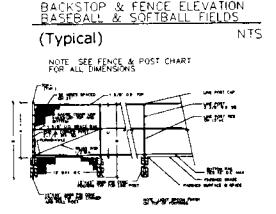
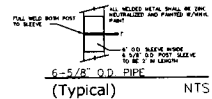
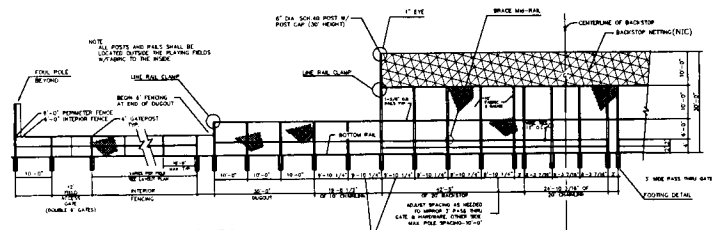
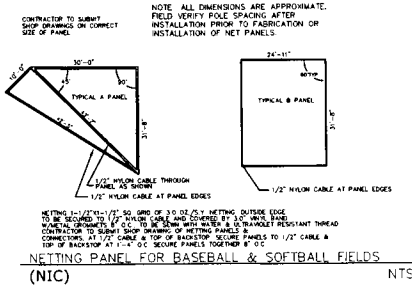
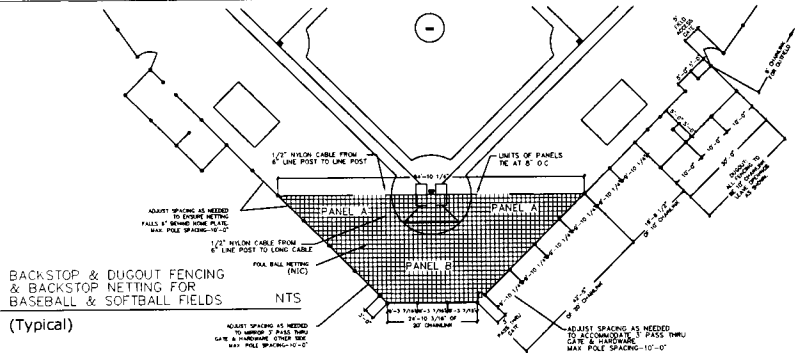


July 26, 2016

Cardinal Run Field 6
 Layout and Dimensions Plan
 2000 Parkers Mill Road
 Lexington, Kentucky



Drawn by:
 Date:
 Design by:
 Revisions:
 Sheet: 2



FENCING NOTES

- NOTES:
1. ALL POSTS AND RAILS SHALL BE LOCATED OUTSIDE THE PLAYING FIELDS W/ FABRIC TO THE INSIDE.
 2. ALL TERMINAL AND LINE POSTS 20'-0" OR TALLER SHALL BE 4" DIA. SCH. 40 STEEL UNLESS OTHERWISE NOTED.
 3. ALL RAILS SHALL BE 1-5/8" X 1/4" ROLL FORMED STEEL OR EQUIV. C TYPE RAIL POST.
 4. ALL POSTS SHALL BE EQUIPPED WITH EITHER LINE POST CAPS OR STANDARD CAPS TO KEEP MOISTURE OUT OF POST.
 5. ALL FENCING SHALL BE ANNUATED TOP AND BOTTOM.
 6. SEE FENCING CHARTS FOR CORNER POST AND LINE POST REQUIREMENTS.
 7. CHANGES IN PLANS DUE TO SITE CONDITIONS SHALL BE BROUGHT TO THE ATTENTION OF THE ARCHITECT FOR APPROVAL.
 8. BACKSTOP FENCING FABRIC SHALL BE 6 GAUGE FOR BOTTOM 10'-0" AND 9 GAUGE FOR TOP 10'-0". ALL OTHER BALLFIELD FENCING FABRIC SHALL BE 9 GAUGE - SEE SPECIFICATIONS FOR MATERIAL TYPE.
 9. SOFT STEEL TIES (9 GAUGE ALUMINUM TO MATCH FENCE COATING) TO BE MANUFACTURED FROM STEEL WIRE.
 10. MID-RAIL ON FENCING OVER 6' NO MID-RAIL ON OUTFIELD FENCE.
 11. FENCING HT. 4' AND UNDER 1 BAND PER FOOT.
 12. FENCING HT. 5' AND ABOVE 1 BAND LESS THAN HT. OF FENCE.
 13. ALL GAUGE REQUIREMENTS FOR FENCING REFER TO SIZE OF FABRIC PRIOR TO ANY COATING THAT IS SPECIFIED - REFER TO SPECIFICATIONS.
 14. THE BACKSTOP NETTING IS NOT REQUIRED FOR FIELD 6, HOWEVER INSTALL FENCING AS PER PLANS AND SPECIFICATIONS TO ACCOMMODATE NETTING IN THE FUTURE.

FENCE HEIGHT	Corner and End Post			Line Post	
	A	B	C	D	E
2'-3"	3'-6"	6'-0"	3'-2 1/4"	5'-6"	
3'-6"	3'-9"	6'-2"	3'-5 1/4"	5'-6"	
4'-0"	4'-3"	6'-8"	3'-11 1/4"	6'-6"	
5'-0"	5'-3"	7'-8"	4'-11 1/4"	7'-6"	
6'-0"	6'-0 1/4"	9'-1"	5'-8 1/4"	8'-8"	
7'-0"	7'-0 1/4"	10'-1"	6'-8 1/4"	9'-8"	
8'-0"	8'-0 1/4"	11'-1"	7'-8 1/4"	10'-8"	
9'-0"	9'-0 1/4"	12'-1"	8'-8 1/4"	11'-8"	
10'-0"	10'-0 1/4"	13'-1"	9'-8 1/4"	12'-8"	
12'-0"	12'-0 1/4"	15'-1"	11'-8 1/4"	14'-8"	

FENCING & POST CHART

GATE REQUIREMENT CHART

Gate Type	Gate Width	Gate Height	Gate Material	Gate Post	Gate Rail	Gate Detail
1	10'-0"	6'-0"	11 GAUGE CHAIN LINK	4" DIA. SCH 40	1" GALV. STEEL	10'-0" X 6'-0"
2	10'-0"	6'-0"	11 GAUGE CHAIN LINK	4" DIA. SCH 40	1" GALV. STEEL	10'-0" X 6'-0"
3	10'-0"	6'-0"	11 GAUGE CHAIN LINK	4" DIA. SCH 40	1" GALV. STEEL	10'-0" X 6'-0"
4	10'-0"	6'-0"	11 GAUGE CHAIN LINK	4" DIA. SCH 40	1" GALV. STEEL	10'-0" X 6'-0"
5	10'-0"	6'-0"	11 GAUGE CHAIN LINK	4" DIA. SCH 40	1" GALV. STEEL	10'-0" X 6'-0"
6	10'-0"	6'-0"	11 GAUGE CHAIN LINK	4" DIA. SCH 40	1" GALV. STEEL	10'-0" X 6'-0"
7	10'-0"	6'-0"	11 GAUGE CHAIN LINK	4" DIA. SCH 40	1" GALV. STEEL	10'-0" X 6'-0"
8	10'-0"	6'-0"	11 GAUGE CHAIN LINK	4" DIA. SCH 40	1" GALV. STEEL	10'-0" X 6'-0"
9	10'-0"	6'-0"	11 GAUGE CHAIN LINK	4" DIA. SCH 40	1" GALV. STEEL	10'-0" X 6'-0"
10	10'-0"	6'-0"	11 GAUGE CHAIN LINK	4" DIA. SCH 40	1" GALV. STEEL	10'-0" X 6'-0"
11	10'-0"	6'-0"	11 GAUGE CHAIN LINK	4" DIA. SCH 40	1" GALV. STEEL	10'-0" X 6'-0"
12	10'-0"	6'-0"	11 GAUGE CHAIN LINK	4" DIA. SCH 40	1" GALV. STEEL	10'-0" X 6'-0"
13	10'-0"	6'-0"	11 GAUGE CHAIN LINK	4" DIA. SCH 40	1" GALV. STEEL	10'-0" X 6'-0"
14	10'-0"	6'-0"	11 GAUGE CHAIN LINK	4" DIA. SCH 40	1" GALV. STEEL	10'-0" X 6'-0"
15	10'-0"	6'-0"	11 GAUGE CHAIN LINK	4" DIA. SCH 40	1" GALV. STEEL	10'-0" X 6'-0"
16	10'-0"	6'-0"	11 GAUGE CHAIN LINK	4" DIA. SCH 40	1" GALV. STEEL	10'-0" X 6'-0"
17	10'-0"	6'-0"	11 GAUGE CHAIN LINK	4" DIA. SCH 40	1" GALV. STEEL	10'-0" X 6'-0"
18	10'-0"	6'-0"	11 GAUGE CHAIN LINK	4" DIA. SCH 40	1" GALV. STEEL	10'-0" X 6'-0"
19	10'-0"	6'-0"	11 GAUGE CHAIN LINK	4" DIA. SCH 40	1" GALV. STEEL	10'-0" X 6'-0"
20	10'-0"	6'-0"	11 GAUGE CHAIN LINK	4" DIA. SCH 40	1" GALV. STEEL	10'-0" X 6'-0"

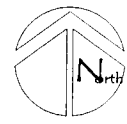
*FOR PROPOSED ALTERNATIVE METHODS OF CONSTRUCTION, CONTRACTOR/FABRICATOR MUST SUBMIT SHOP DRAWINGS/DETAILS FOR PROPOSED CHANGES A MIN. OF 48 HRS PRIOR TO BID FOR APPROVAL.

Cardinal Run Field 6
Fencing Details
2000 Parkers Mill Road
Lexington, Kentucky



Drawn by:
Date:
Design by:
Revisions:
Sheet: 3

July 26, 2016



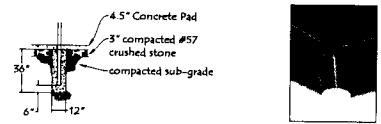
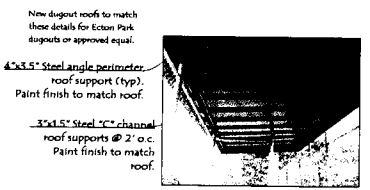
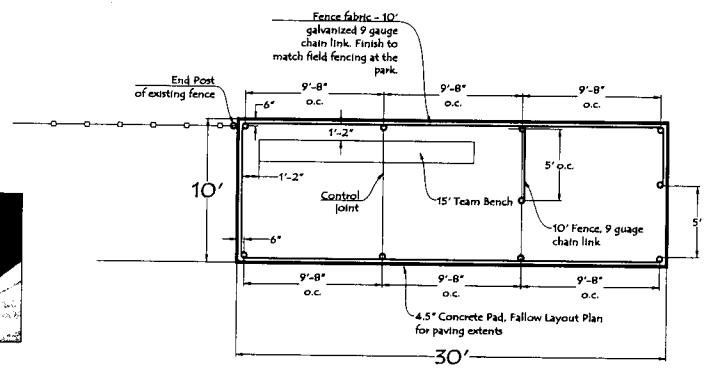
Cardinal Run Field 6

Dugout Details

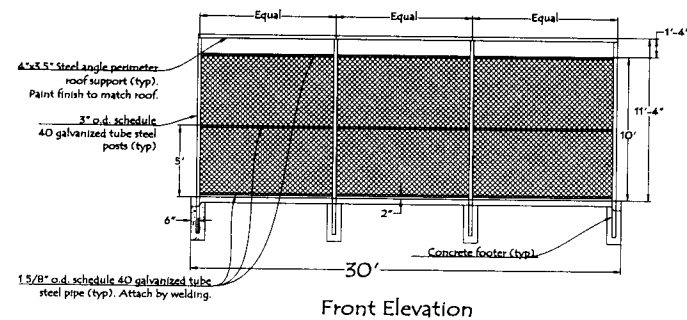
2000 Parkers Mill Road
Lexington, Kentucky

LEXINGTON-FAYETTE COMMUNITY & COUNCIL
PARKS & RECREATION
489 Parkway Drive Lexington, Kentucky 40504
PH: 606.258.3262 FAX: 606.258.3099

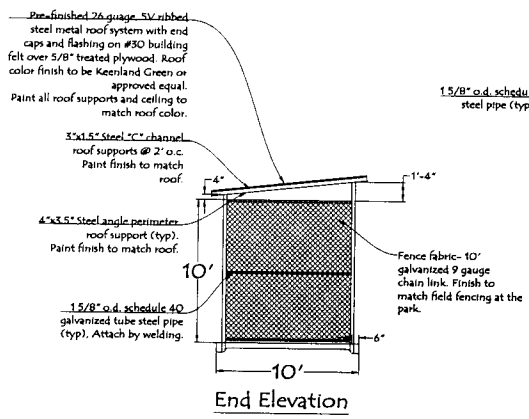
- Notes
- 1) Field verify all dimensions.
 - 2) Changes to the plans and specifications shall be submitted in writing to the Div. of Parks for consideration and realization.
 - 3) Submit shop drawings for owner's approval for the roofing components for new dugouts.
 - 4) Paint Specifications: Primer- 1 Coat Sherman Williams DTM Acrylic Primer/ Finish or approved equal. Top Coat- 2 Coat Sherman Williams "Duratone" Exterior Acrylic Latex or approved equal.



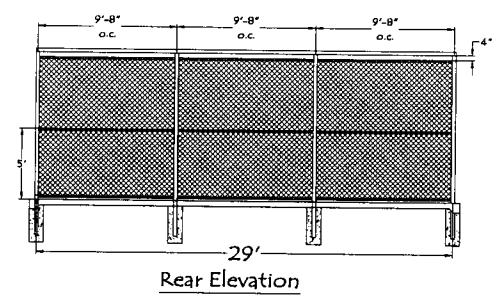
Post Footing Detail



Front Elevation



End Elevation



Rear Elevation

10' x 30' Dugout Details

Scale: 1/4"=1'-0"

July 26, 2016

Drawn by:
Date:
Design by:
Revisions:
Sheet: 4