



**CONTRACT DOCUMENTS
AND
SPECIFICATIONS**

FOR

**Carver Community Center Renovation
Project**

Bid No. 116-2012

PREPARED BY:

**Fitzsimons Office of Architecture
112 West Third Street
Lexington, KY 40508
Phone #: 859-243-0838**

1000

1000

1000

1000

1000

1000

TABLE OF CONTENTS
CONTRACT DOCUMENTS
CARVER COMMUNITY CENTER RENOVATION PROJECT

PART I	ADVERTISEMENT FOR BIDS
PART II	INFORMATION FOR BIDDERS
PART III	FORM OF PROPOSAL
PART IV	GENERAL CONDITIONS
PART V	SPECIAL CONDITIONS
PART VI	CONTRACT AGREEMENT
PART VII	PERFORMANCE AND PAYMENT BONDS
PART VIII	ADDENDA
PART IX	TECHNICAL SPECIFICATIONS
APPENDIX A	STANDARD DRAWINGS

PART 1

ADVERTISEMENT FOR BIDS

INDEX

1.	INVITATION	AB-1
2.	DESCRIPTION OF WORK	AB-1
3.	OBTAINING PLANS, SPECIFICATIONS, AND BID DOCUMENTS	AB-1
4.	METHOD OF RECEIVING BIDS	AB-2
5.	METHOD OF AWARD	AB-2
6.	BID WITHDRAWAL	AB-2
7.	BID SECURITY.....	AB-2
8.	SUBMISSION OF BIDS	AB-2
9.	RIGHT TO REJECT	AB-3
10.	BONDING ASSISTANCE TO MINORITY CONTRACTORS.....	AB-3
11.	NOTIFICATION TO THE LFUCG FOR AFFIRMATIVE ACTION	AB-3
12.	NOTICE CONCERNING DBE GOAL	AB-3
13.	PRE-BID MEETING.....	AB-4

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, December 21, 2012**, for furnishing all labor and/or materials and performing all work as set forth by this advertisement, conditions (general and special), specifications, and/or the drawings prepared by and for Lexington-Fayette Urban County Government, Department of General Services. 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

This project involves renovation repairs for the **Carver Community Center**. The building is a historic structure and all construction work must take this into consideration. It is a requirement of this project for all work to meet the Department of the Interior's Standards for Rehabilitation. The plans and specifications explain the intention of the restoration work and outline products and procedures, which comply with the Standards for Rehabilitation. The demolition work involves but is not limited to selective demolition of deteriorated materials for replacement. The roof will be replaced; the HVAC system will be replaced; electric power system extended to new HVAC locations; exterior doors will be repaired with some replaced; exterior aluminum windows will be replaced; existing cold rolled steel windows will be repaired, reglazed; handrails and guardrails will be replaced at exterior stairs and ramp and limited other renovation work. Bid alternates include the selective replacement of interior doors, frames and hardware; selective replacement of exterior metal storm windows; installation of telecom and data wiring; selective installation of security cameras and DVR equipment; provision of three year preventive maintenance contract for newly installed HVAC system; and selective demolition of interior wall partitions.

3. OBTAINING PLANS, SPECIFICATIONS, AND BID DOCUMENTS

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

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

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

4. METHOD OF RECEIVING BIDS

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

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

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

5. METHOD OF AWARD

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

6. BID WITHDRAWAL

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

7. BID SECURITY

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

8. SUBMISSION OF BIDS

CONTRACTORS shall submit their bids to the Lexington-Fayette Urban County Government, Division of Purchasing, Third Floor, 200 East Main Street, Lexington, Kentucky 40507. Bids shall be submitted in a sealed envelope not later than **2:00 p.m. local time, December 21, 2012**. 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, December 21, 2012**. 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. BONDING ASSISTANCE TO MINORITY CONTRACTORS

For minority CONTRACTORS interested in bidding on this project, the Lexington-Fayette Urban County Government will provide financial assistance in obtaining a bid bond. Any minority CONTRACTOR who is interested in obtaining bonding assistance or who desires more information should contact the following:

Division of Community Development

Lexington-Fayette Urban County Government
200 East Main Street, Sixth Floor
Lexington, Kentucky 40507
Telephone (859) 258-3070

Requests for assistance or information must be made at least forty-eight (48) hours prior to the scheduled bid opening.

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

The successful bidder must submit, within seven (7) calendar days of the bid opening, the following to the Lexington-Fayette Urban County Government:

1. Affirmative Action Plan for his/her firm.

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

All submissions should be directed to:

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

11. NOTICE CONCERNING DBE GOAL

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

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

For assistance in locating Disadvantaged Business Enterprises Subcontractors contact:

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

12. PRE-BID MEETING

There is a pre-bid meeting scheduled for this project for 10:00AM on December 10, 2012 at the Carver Community Center.

PART II
INFORMATION FOR BIDDERS

INDEX

1.	RECEIPT AND OPENING OF BIDS	IB-1
2.	PREPARATION OF BID	IB-1
3.	SUBCONTRACTS	IB-1
4.	QUALIFICATION OF BIDDER.....	IB-3
5.	BID SECURITY	IB-4
6.	LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO CONTRACT	IB-4
7.	TIME OF COMPLETION AND LIQUIDATED DAMAGES	IB-4
8.	EXAMINATION OF CONTRACT DOCUMENTS AND SITE	IB-5
9.	ADDENDA AND INTERPRETATIONS	IB-5
10.	SECURITY FOR FAITHFUL PERFORMANCE.....	IB-6
11.	POWER OF ATTORNEY	IB-6
12.	TAXES AND WORKMEN'S COMPENSATION.....	IB-6
13.	LAWS AND REGULATIONS.....	IB-6
14.	EROSION AND SEDIMENT CONTROL AND PERMITS.....	IB-6
15.	PREVAILING WAGE LAW AND MINIMUM HOURLY RATES.....	IB-7
16.	AFFIRMATIVE ACTION PLAN.....	IB-7
17.	CONTRACT TIME	IB-7
18.	SUBSTITUTION OR "OR-EQUAL" ITEMS.....	IB-7
19.	ALTERNATE BIDS	IB-8
20.	SIGNING OF AGREEMENT	IB-8
21.	ASSISTANCE TO BE OFFERED TO DBE CONTRACTORS	IB-8
22.	MBE/WBE PARTICIPATION GOALS	IB-10
23.	REQUIRED SUBMITTALS	IB-15

PART II

INFORMATION FOR BIDDERS

1. RECEIPT AND OPENING OF BIDS

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

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

2. PREPARATION OF BID

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

3. SUBCONTRACTS

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

The CONTRACTOR agrees that all requirements of this contract shall also be applicable and binding on all subcontractors. The CONTRACTOR shall enter into written agreements with all subcontractors, providing the Lexington-Fayette Urban County

Government a copy of each subcontractor agreement at the time each subcontractor agreement is executed. Each subcontractor agreement shall include a copy of the applicable federal wage decision.

4. QUALIFICATION OF BIDDER

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

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

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

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

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

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

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

5. BID SECURITY

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

6. LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO CONTRACT

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

7. TIME OF COMPLETION AND LIQUIDATED DAMAGES

Bidder must agree to commence work on or before a date to be specified in a written "Notice to Proceed" from the OWNER and to fully complete the Project within the time as specified in the Contract. Bidder must agree also to pay **\$400** 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 Engineer of all conflicts, errors or discrepancies in the Contract Documents.
- B. Bidders should examine the requirements of section 4 of the General Conditions for information pertaining to subsurface conditions, underground structures, underground facilities, and availability of lands, easements, and rights-of-way. The completeness of data, presented in the Contract Documents, pertaining to subsurface conditions, underground structures, and underground facilities for the purposes of bidding or construction is not assured. The Bidder will, at Bidder's own expense, make or obtain any additional examinations, investigations, explorations, tests and studies and obtain any additional information and data which pertain to the physical conditions (surface and subsurface) which may affect cost, progress, performance or furnishing of the Work and which Bidder deems necessary to determine its Bid for performing and furnishing the Work in accordance with the time, price, and other terms and conditions of the Contract Documents. On request in advance, OWNER will provide access to the site to conduct such explorations and tests as each Bidder deems necessary for submission of a bid. Bidder shall fill all holes, clean up and restore the site to its former condition upon completion of such explorations.
- C. The submission of a Bid will constitute an incontrovertible representation by the Bidder that Bidder has complied with every requirement of this paragraph 8; that without exception the Bid is premised upon furnishing and performing the Work required by the Contract Documents and such means, methods, techniques, sequences or procedures of construction as may be indicated in or required by the Contract Documents; and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

9. **ADDENDA AND INTERPRETATIONS**

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

10. SECURITY FOR FAITHFUL PERFORMANCE

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

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 for his/her firm – see Part II, page IB-7
2. Current Work Force Analysis Form – see Part III, page P-26
3. Good Faith Effort Documentation – see Part III, page P-18
4. List of Disadvantaged Business Enterprise Subcontractors and the Dollar Value of each Subcontract – see Part III, page 12

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

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

All submissions should be directed to:

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

17. CONTRACT TIME

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

18. SUBSTITUTE OR "OR-EQUAL" ITEMS

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

date of the Agreement. The procedure for submission of any such application by the CONTRACTOR and consideration by the ENGINEER and OWNER is set forth in the General Conditions.

19. ALTERNATE BIDS

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

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

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

20. SIGNING OF AGREEMENT

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

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

I. Outreach

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

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

Marilyn Clark
Division of Central Purchasing
Lexington-Fayette Urban County Government
200 East Main Street, Room 338
IB-8

Lexington, Kentucky 40507

II. Eligibility for Bid Bond Assistance

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

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

III. Subcontractors

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

For a list of eligible DBE subcontractors please contact:

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

IV. Questions

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

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

22. MBE/WBE PARTICIPATION GOALS

A. GENERAL

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

B. PROCEDURES

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

C. DEFINITIONS

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

D. OBLIGATION OF BIDDER

- 1) **The bidder shall make a Good Faith Effort to achieve the Participation Goal for MBE/WBE subcontractors/suppliers. The failure to meet the goal shall not necessarily be cause for disqualification of the bidder; however, bidders**

not meeting the goal are required to furnish with their bids written documentation of their Good Faith Efforts to do so.

- 2) Award of Contract shall be conditioned upon satisfaction of the requirements set forth herein.
- 3) The Form of Proposal includes a section entitled "MBE/WBE Participation Form". The applicable information must be completed and submitted as outlined below.
- 4) **Failure to submit this information as requested will be cause for rejection of bid.**

E. DOCUMENTATION REQUIRED

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

- e) Failure to submit any of the documentation requested in this section will be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement. "Record of MBE/WBE Solicitation" and other required documentation of Good Faith Efforts are to be submitted with the bid, if participation Goal is not met.



MINORITY BUSINESS ENTERPRISE PROGRAM

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

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

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

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

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

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

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

LFUCG—Economic Engine Listings

Marilyn Clark
mclark@lexingtonky.gov
859-258-3323

Commerce Lexington—

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

Tri-State Minority Supplier Diversity Council

Sonya Brown
sbrown@tsmsdc.com
502-625-0137

Small Business Development Council

Dee Dee Harbut /UK SBDC
ddharbut@uky.edu

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

Shiree Mack
smack@uky.edu

Community Ventures Corporation

James Coles
jcoles@cvcky.org
859-231-0054

Kentucky Department of Transportation

Shella Jarvis
Shella.Jarvis@ky.gov
502-564-3601

KPAP

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

Bobbie Carlton
Bobbie.Carlton@ky.gov

Ohio River Valley Women's Business Council

Rea Waldon
rwaldon@gcul.org
513-487-6534

Kentucky Small Business Connect

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

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

www.nmsdc.org

23. REQUIRED SUBMITTALS

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

- Part III – Form of Proposal, P-2
 - Affidavit, P-5 (must be signed and notarized)
 - Bid Schedule, P-7 (original signature)
 - Statement of Qualifications, P-10
 - DBE Subcontractors, P-12
 - List of proposed subcontractors, P-13
 - Non-Collusion/Non-Conflict, P-19
 - Statement of Experience, P-20
 - EEO Agreement, P-22
 - EEO Affirmative Action Policy, P-25
 - Workforce Analysis, P-26
 - Evidence of Insurability Form, P-27 or Certificate of Insurance
 - Debarred Firms, P-28

PART III

FORM OF PROPOSAL

INDEX

1. FORM OF PROPOSALP-2

2. LEGAL STATUS OF BIDDER.....P-4

3. BIDDERS AFFIDAVITP-5

4. BID SCHEDULE – SCHEDULE OF VALUESP-7

5. STATEMENT OF BIDDER'S QUALIFICATIONSP-10

6. LIST OF PROPOSED SUBCONTRACTORSP-13

7. MBE/WBE PARTICIPATION FORM.....P-14

8. MBE/WBE SUBSTITUTION FORM (only if awarded bid).....P-15

9. MBE QUOTE SUMMARY FORM.....P-16

10. SUBCONTRACTOR MONTHLY PAYMENT REPORT (only if awarded bid)P-17

11. STATEMENT OF GOOD FAITH EFFORTSP-18

12. AUTHENTICATION OF BID AND STATEMENT OF NON-COLLUSION
AND NON-CONFLICT OF INTEREST.....P-19

13. STATEMENT OF EXPERIENCE.....P-20

14. EQUAL OPPORTUNITY AGREEMENT.....P-22

15. EQUAL EMPLOYMENT OPPORTUNITY AFFIRMATIVE
ACTION POLICYP-25

16. WORKFORCE ANALYSISP-26

17. EVIDENCE OF INSURABILITYP-27

18. DEBARRED FIRMS.....P-28

19. DEBARRED CERTIFICATIONP-29

PART III

Invitation to Bid No. 116-2012

Carver Community Center Renovation Project

1. **FORM OF PROPOSAL**

Place: Lexington, Kentucky

Date: 12-21-2012

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

This Proposal Submitted by CHURCHILL MCGRE, LLC

1315-C WEST MAIN ST, LEXINGTON, KY 40508
(Name and Address of Bidding Contractor)

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

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

Gentlemen:

The Bidder, in compliance with your Invitation for Bids for CARVER COMMUNITY CENTER 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.



Lexington-Fayette Urban County Government
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Gray
Mayor

Jane C. Driskell
Commissioner

ADDENDUM #1

Bid Number: 116-2012

Date: December 14, 2012

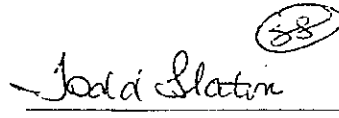
Subject Carver Community Center Renovation Project

Please address inquiries to:
Sondra Stone, Buyer
(859) 258-3324

TO ALL PROSPECTIVE BIDDERS:

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

Revisions and modifications to the drawings, specifications and clarifications to the construction plans are attached.


Todd Stalin, Acting Director
Division of Central Purchasing

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

COMPANY NAME: CHURCHILL MCGEE

ADDRESS: 1315-C W MAIN ST LEX KY 40508

SIGNATURE OF BIDDER: NATHAN CHURCHILL

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 \$ 400,000 for each consecutive calendar day thereafter.

The Bidder hereby acknowledges receipt of the following addenda:

Addendum No. 1 Date 12-14-2012

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 CHURCHILL MCGRE LLC

Date 12-21-2012

* 1. A corporation duly organized and doing business under the laws of the State of KY, for whom NATHAN CHURCHILL, bearing the official title of OWNER, 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, NATHAN CHURCHILL, and after being first duly sworn, states under penalty of perjury as follows:

1. His/her name is NATHAN CHURCHILL and he/she is the individual submitting the bid or is the authorized representative of CHURCHILL MCGHEE, LLC, 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.

NATHAN CHURCHILL
(Affiant)

STATE OF KENTUCKY

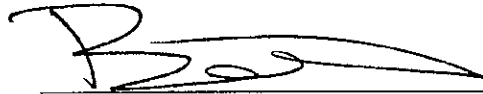
COUNTY OF FAYETTE

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

NATHAN CHURMAN on this the 21 day of DECEMBER,

2012.

My Commission expires: 3/31/15



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 lump sum and/or unit prices, if applicable, which shall include the furnishing of all labor, materials, supplies, equipment and/or vehicle usage, services, all items of cost, overhead, taxes (federal, state, local), and profit for the CONTRACTOR and any Subcontractor involved, within the time set forth herein. If unit prices are applicable, Bidder must make the extensions and additions showing the total amount of bid.

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

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

In case of discrepancy, the amount shown in words will govern.

Item No.	Description w/Unit Bid Price Written in Words	Estimated Quantity	Unit	Unit Price	Total Bid Amount
1.	Complete Base Bid Scope of Work <i>nine hundred and seventy four thousand, three hundred and thirty</i> Dollars <i>zero</i> Cents (Lump Sum)	1	LS	<i>\$ NA</i>	<i>\$974,330</i>
2.	Deduction for reclaimed steel/metalwork <i>zero</i> Dollars <i>zero</i> Cents (Lump Sum)	1	LS	<i>(\$ 0)</i>	<i>(\$ 0)</i>
3.	Complete Bid Alternate #1 Scope of Work <i>Forty five thousand</i> Dollars <i>zero</i> Cents (Lump Sum)		LS	<i>\$ NA</i>	<i>\$45,000</i>
4.	Complete Bid Alternate #2 Scope of Work <i>four thousand, seven hundred and fifty</i> Dollars <i>zero</i> Cents (Lump Sum)		LS	<i>\$ NA</i>	<i>\$4,750</i>
5.	Complete Bid Alternate #3 Scope of Work <i>fourteen thousand</i> Dollars <i>zero</i> Cents (Lump Sum)		LS	<i>\$ NA</i>	<i>\$14,000</i>
6.	Complete Bid Alternate #4 Scope of Work <i>twenty thousand, eight hundred and eighty seven</i> Dollars <i>zero</i> Cents (Lump Sum)		LS	<i>\$ NA</i>	<i>\$ 20,887</i>
7.	Complete Bid Alternate #5 Scope of Work <i>seven thousand, five hundred and fifty five</i> Dollars <i>zero</i> Cents (Lump Sum)		LS	<i>\$ NA</i>	<i>\$ 7,555</i>
8.	Complete Bid Alternate #6 Scope of Work <i>nine thousand, two hundred and twenty two</i> Dollars <i>zero</i> Cents (Lump Sum)		LS	<i>\$ NA</i>	<i>\$ 9,222</i>
9.	Complete Bid Alternate #7 Scope of Work <i>seventeen thousand seven hundred and seventy six</i> Dollars <i>zero</i> Cents (Lump Sum)		LS	<i>\$ NA</i>	<i>\$17,776</i>

Item No.	Description w/Unit Bid Price Written in Words	Estimated Quantity	Unit	Unit Price	Total Bid Amount
10.	Complete Bid Alternate #8 Scope of Work <u>One thousand</u> Dollars <u>200</u> Cents (Lump Sum)		LS	\$ <u>NA</u>	\$ <u>1,000</u>

Contract award will be made based on the lump sum base bid with any combination of bid alternatives selected. Bid alternatives will be added or deducted from the lump sum base bid, if they are accepted, prior to Notice of Award being made.

OWNER reserves the right to accept or reject any bid alternatives to the lump sum base bid. Should OWNER wish to consider bid alternatives listed, Bidder is required to provide additional information as listed in Article 6.05 of the General Conditions prior to Notice of Award. Consideration of equipment alternatives of the selected Bidder will be made by OWNER within 60 days after the Effective Date of the Agreement.

If a bid alternative is selected by OWNER, the awarded Contract price will include the selected alternative(s).

BID ALTERNATIVE #1: Selected Interior Doors/Frames/Hardware

CONTRACTOR shall include in the cost of bid alternative ALL work associated with providing the scope listed below.

The price of \$ 45,000 shall be added to the contract lump sum base bid if OWNER elects to have CONTRACTOR provide and install all work related to removing existing doors, frames, and hardware as noted on the door schedule. Scope is to include all work to complete the repairs and/or replacement of selected doors, frames, and hardware. The repairs vary from lockset replacement to complete door/frame/hardware replacement.

BID ALTERNATIVE #2: Exterior Metal Storm Windows for Windows 40, 41, 42, 43, 44, 87, 88, 89

CONTRACTOR shall include in the cost of bid alternative ALL work associated with providing the scope listed below.

The price of \$ 4,750 shall be added to the contract lump sum base bid if OWNER elects to have CONTRACTOR provide and install all work related to metal storm windows for windows 40, 41, 42, 43, 44, 87, 88, 89.

BID ALTERNATIVE #3: Exterior Metal Storm Windows for Windows 17 to 27 and 64 to 76

CONTRACTOR shall include in the cost of bid alternative ALL work associated with providing the scope listed below.

The price of \$ 14,000 shall be added to the contract lump sum base bid if OWNER elects to have CONTRACTOR provide and install all work related to metal storm windows for windows 17 to 27 and 64 to 76.

BID ALTERNATIVE #4: Telecom and Data Wiring

CONTRACTOR shall include in the cost of bid alternative ALL work associated with providing the scope listed below.

The price of \$ 20,887 shall be added to the contract lump sum base bid if OWNER elects to have CONTRACTOR provide and install all work related to telecom and data wiring to each occupied room as indicated on the communications plan.

BID ALTERNATIVE #5: Security Package One

CONTRACTOR shall include in the cost of bid alternative ALL work associated with providing the scope listed below.

The price of \$ 7,555 shall be added to the contract lump sum base bid if OWNER elects to have CONTRACTOR provide and install all work related to base security cameras, DVR, and head end equipment as shown on the communications plan.

BID ALTERNATIVE #6: Security Package Two

CONTRACTOR shall include in the cost of bid alternative ALL work associated with providing the scope listed below.

The price of \$ 9,222 shall be added to the contract lump sum base bid if OWNER elects to have CONTRACTOR provide and install all work related to seven additional cameras as shown on the communications plan.

BID ALTERNATIVE #7: Three Year Preventive Maintenance Contract for the HVAC System

CONTRACTOR shall include in the cost of bid alternative ALL work associated with providing the scope listed below.

The price of \$ 17,776 shall be added to the contract lump sum base bid if OWNER elects to have CONTRACTOR provide and install all work related to a three year preventive maintenance contract for the newly installed HVAC system.

BID ALTERNATIVE #8: Demolition of Partitions in Suite 110

CONTRACTOR shall include in the cost of bid alternative ALL work associated with providing the scope listed below.

The price of \$ 1,000 shall be added to the contract lump sum base bid if OWNER elects to have CONTRACTOR provide and install all work related to labor and material to demolish the partitions in rooms 110a, 110b, 110c, to open the room to the original size of the remaining room 110. Ceiling grid and lighting are to remain. Repair and splice the ceiling grid where partitions are removed to repair complete ceiling. Lighting to remain with switching connected to logical arrangement based on one open room.

Submitted by:

CHURCHILL MCGEE, LLC

Firm

1315-C WEST MAIN ST

Address

LEXINGTON, Ky 40508

City, State & Zip

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

NATHAN CHURCHILL - OWNER

Signature of Authorized Company Representative - Title

NATHAN CHURCHILL

Representative/s Name (Typed or Printed)

(859) 399-6976

Area Code - Phone - Extension

(859) 389-6986

Fax #

N.CHURCHILL@CHURCHILLMCGEE.COM

E-Mail Address

OFFICIAL ADDRESS:

CHURCHILL MCGEE, LLC

1315-C WEST MAIN ST

LEXINGTON, Ky 40508

(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: SEE ATTACHMENT
- 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:
OLD REPUBLIC INSURANCE CO (Surety)
Signed: Joseph P. Highland (Representative of Surety)
- 8. The following is a list of similar projects performed by the Bidder: (Attach separate sheet if necessary).

BIDDER'S EXPERINCE AND QUALIFICATIONS QUESTIONNAIRE

The Bidder hereby certifies the truth and correctness of all statements and of all answers to questions herein. Omissions, inaccuracy, or misstatement may be caused for rejection of Bid.

- 1 Name and address of Bidder exactly as it should appear on the Contract.
Churchill McGee, LLC
1315-C West Main Street
Lexington, KY 40508
- 2 Address of Bidder, if different from above, for the purposes of notice or other communication relating to the Bid and Agreement. (If Bidder is other than an individual, provide the name of an individual who can answer for Bidder):
J. Patrick McGee (859) 509-1514
Nathan Churchill (859) 509-1513
Telephone Number (859) 389-6976 office
- 3 Bidder intends to complete the Project with which this Bid is concerned a sole Partnership (); Corporation (); Joint Venture (); or LLC (X)

CORPORATION STATEMENT

If a corporation, answer the following"

- 1 When incorporated? August-07
- 2 Where incorporated? Kentucky
- 3 Is the corporation authorized to do business in Kentucky? Yes
If so, as of what date? August-07
- 4 Furnish the following information of the principal officers of the corporation

Name	Title	Address
J. Patrick McGee	Owner	601 East Main St Lexington, KY 40508
Nathan Churchill	Owner	3432 Boston Lexington, KY 40503

PARTNERSHIP STATEMENT

If a partnership, answer the following"

- 1 Date of Organization 01/01/03
- 2 General Partnership
- 3 Has the partnership done business in Kentucky? Yes
- 4 Name and address of each general partner.
This partnership was converted into a LLC in August 2007

JOINT VENTURE STATEMENT

If a joint venture, answer the following"

- 1 Date of Organization N/A
- 2 Has the joint venture done business in Kentucky? N/A
- 3 Name and address of each joint venture. N/A

BIDDER'S EXPERIENCE AND QUALIFICATIONS QUESTIONNAIRE

SOLE PROPRIETORSHIP STATEMENT

If a sole proprietorship, answer the following"

Proprietor's Name	N/A	
Address	N/A	
Company Name	N/A	
Company Address	N/A	
How long in business under this company name?		N/A

STATEMENT OF QUALIFICATION AND EXPERIENCE

- 1 How many years experience in the type of work associated with the proposed Project has your organization has?
(a) as a general contractor 9.5
(b) as a subcontractor _____
- 2 List of related experience of the principal individuals of your organization:
see Attachment question 7
- 3 For what Federal or State bureau or department have you performed work and to whom do you refer? Provide the name and phone number of the reference.
Commonwealth of Kentucky, Bernard Engelman, (502) 330-3335
Lexington Fayette Urban County Airport Board, Mark Day, (859) 425-3107
University Of Kentucky, Sandy Redman, (859) 333-4808
- 4 Has the Bidder or any officer or partner of the Bidder's firm ever failed to complete any work or projects awarded, or been an officer or partner of some other organization that failed to complete any work or projects awarded?
NO
- 5 List name of projects, owners, contract amount, percent complete, and scheduled completion of the similar major projects your organization has in process on the date of the Bid. Provide name and phone number of contact person for reference.
See Attachment
- 6 List name of projects, owners and scheduled completion of the similar major projects currently being bid by your organization on the date of this Bid. Estimate value of each in \$50,000 increments.
See Attachment
- 7 List the name of project, owner, and contract amount, date of completion and percent of work with own forces of the similar major projects your organization has completed in the past five years. See Attachment

BIDDER'S EXPERINCE AND QUALIFICATIONS QUESTIONNAIRE

8 Trade references:

- 84 Lumber Company, PO Box 365, Eighty Four, PA 15330 (859) 351-7473
- Lexington Building Supply, 1077 Eastland Dr, Lexington, KY 40505 (859) 254-8834
- United Rentals, Trade St, Lexington, KY (859) 233-2163

9 Other information Bidder may wish to furnish:

OPERATING PROCEDURES WHICH BIDDER PROPOSES TO FOLLOW FOR THIS PROJECT

1 Explain in detail the manner in which you have inspected the proposed Project prior to submitting this Bid.

reviewed plans, specification and made a site visit

2 Explain the procedures planned for performing the Project:

site work, framing, rough-in MEP's, gypsum board, plate out, final punch

3 Describe major equipment you own that is available for this proposed work:

	description	quantity
	<u>SAWS</u>	
Bosch	Jamb saw 1640 VS	1
Bosch	Sawzall RS20	1
Craftsman	10" Table Saw 137.218300	1
Craftsman	3-Base Router Combo	1
DeWalt	Orbital Jig Saw DW331	1
Makita	10" Compound Miter Saw LS1013	1
Makita	7 1/4" Worm Drive Saw	1
Makita	Sawsall JR3070CT	1
Makita	Sawzall 36935	1
Milwaukee	14" Abrasive Cut-Off Machine	1
Milwaukee	7 1/4" Circular Saw	2
Milwaukee	Sawzall 6521 21	1
Rigid	7 1/4" Circular Saw R3200	1
	<u>LADDERS</u>	
Gorilla	6' Fiberglass Ladder (Green)	1
Huskey	6' Fiberglass Ladder (Yellow)	1
Huskey	8' Fiberglass Ladder (Yellow)	1
Louisville	24' Extension Ladder F3224 (Red)	1
Louisville	8' Step Ladder PN911146D (Yellow)	1
Werner	3' Fiberglass Ladder (Yellow)	1
Werner	8' Fiberglass Ladder (Blue)	1

BIDDER'S EXPERINCE AND QUALIFICATIONS QUESTIONNAIRE

SCAFFOLDING

Bil-Jax	Rolling Baker scaffolding	1
Bil-Jax	Screw Jack w/Socket (2)	1
Bil-Jax	5' Aluminum Walk Boards	2
Bil-Jax	6" Casters (4)	1
Bil-Jax	Flat Feet (4)	1
Bil-Jax	FRM STP 5' x 5' W/C-LK & Cross Braces	9
Bil-Jax	Leveling Jacks (2)	1

PNEUMATIC TOOLS

Bostitch	Metal Hanger 250S	1
Bostitch	Metal Hanger Pneumatic Nail Gun	1
Craftsman	Air Compressor 1HP 3Gallon	1
Emqlo	Air Compressor MK15A8P	1
Paslode	350 S Framing Nailer	1
Paslode	Powermaster Plus Strip Nailer	1
Senco	15ga Air Finish Nailer	1
Senco	Air Finish Nailer	1
Senco	Air Stapler	1

NAIL GUNS

Grip Rite	GRTCR175 Roofing Nailer	1
Paslode	Cordless 30 Deg Framing Nailer	3
Paslode	IM250A 16 Ga Angled Finish Nailer	1
Ramset	Power Nailer D45A	1

DRILLS

Bosch	1/2" Hammer Drill	2
Bosch	SDS Plus Hammer Drill 11236VS	2
Craftsman	19.2V 1/2" Battery Hammer Drill	1
DeWalt	1/2" Hammer Drill DW505K	2
Hitachi	Drywall Screw Gun W6V4 N40696	1
Makita	18V Litho Battery Drill	1
Milwaukee	1/2" Hole Hawg Drill	1
Milwaukee	Electromagnetic drill press	1
Quickdrive	Heavy Steel Driver Head	1
Quickdrive	Pro250G2 Autofeed 6823Z	1
Senco	DuraSpin DS-200AC Screw Gun	2

VACUUMS

Pac Vac	Back Pac Vac SCN-1282	1
Kobalt	22 Gal Wet/Dry Vac	1
Rigid	16 Gal Wet/Dry Vac	2
Stinger	2 Gal Wet/Dry Vac	1

BIDDER'S EXPERINCE AND QUALIFICATIONS QUESTIONNAIRE

SANDERS & GRINDERS

Black/Decker	Cyclone Sander MS100	1
Bosch	9" Angle Grinder 1754G	1
DeWalt	4 1/2" Angle Grinder D28402	2
DeWalt	Belt Sander	1
Makita	Power Planner N1900B	1
Rigid	6" Random Orbit Sander	1
Roto Zip	RZ-1 8802	1

LAWN TOOLS

Husqvarna	225HBV Blower	1
Shark	3000 PSI Pressure Washer BG-3030	1
Stihl	Edger	1
Stihl	FS 55 R Weed Eater	1
Stihl	MS 290 Chain Saw	1
	Wheel Barrel	3

CONCRETE & TILE TOOLS

Bosch	60# Electric Demo Hammer	1
Clinker	19" Tile Super Cutter	1
Concrete	4' Heavy Stone Floppy Stamp	1
Concrete	5' Magnesium Bull Float	1
Makausa	Vibrator	1
Poly Meta	4" Flexible 12' Forms	1
Stihl	Concrete saw cart	1
Stihl	TS 400 Concrete Cut-Off Saw	1
Target	Tilematic Tile Saw	1

MISC. TOOLS

Allied	20TN Hydraulic Bottle Jack	1
C Hausfeld	Wire Feed Welder WG3000	1
CST/Berger	Lasermark	1
David White	Transit LT8-300	1
Jet	1 Ton chain hoist 20' lift	1
Komatsu	SK-815 Skid Steer	1
Master	165,000 BTU Kerosene Heater B16501	1
Master	70,000 BTU Kerosene Heater B70DT	1
Michelin	20TN Hydraulic Bottle Jack	1
Stanley	Tru Laser	1
UR Choker	2" x 16' nylon choker	2
	Submersible pump with 2" hose	1

BIDDER'S EXPERINCE AND QUALIFICATIONS QUESTIONNAIRE

TOOL KITS

Concrete Finishing Kit	1
Drywall Kit	1
Masonry Kit	2
Millwork Kit	1
Tile Kit	1

SAFETY

Miller	Ready Roofer Bucket	2
North	Ready Roofer Bucket	2
	Roof Anchors RA20-1	1
Sala	3' nylon anchor connection	1
Sala	6' nylon anchor connection	1
Titan	Safety Harness	1

- 4 Describe major equipment you intend to purchase for the proposed Project, if the Contract is awarded to you:
none
- 5 How and when will you pay for the equipment to be purchased?
N/A
- 6 Do you propose to rent or lease any major equipment for this work?
If so, state type, quantity and reasons for renting:
N/A

BIDDER'S FINANCIAL INFORMATION

- 1 **FINANCIAL STATEMENTS**
Please attach copies of your current (or most recent) **BALANCE SHEET** and **INCOME STATEMENT** prepared in accordance with good accounting practice, reflecting your current financial condition in addition to a copy of your last annual report certified by an independent certified public accountant who is not a regular employee of the bidder. This information will be held in strict confidence.
- 2 **LIST BANK REFERENCES (include telephone number and account representative)**

Traditional Bank	Myndall Coffman	859-296-0000
------------------	-----------------	--------------
- 3 **SURETY INFORMATION**
Have you ever had a bond or surety canceled or forfeited?
NO
If yes, state name of bonding company, date, amount of bond and reason for such cancellation or forfeiture.

BIDDER'S EXPERINCE AND QUALIFICATIONS QUESTIONNAIRE

4 BANKRUPTCY INFORMATION

Have you ever been declared bankrupt?

NO

If yes, state date, court jurisdiction, amount of liabilities and amount of assets.

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

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

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

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

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

11. DBE Participation on current bonded projects under contract:

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

(USE ADDITIONAL SHEETS IF NECESSARY)

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

6. LIST OF PROPOSED SUBCONTRACTORS

The following list of proposed subcontractors is required by the OWNER to be executed, completed and submitted with the BIDDER'S FORM OF PROPOSAL. All subcontractors are subject to approval of the Lexington-Fayette Urban County Government. Failure to submit this list completely filled out may 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>	% of Work
1. <u>HVAC</u>	Name: <u>Lagco</u>		
	Address: _____		
2. <u>Electric</u>	Name: <u>Henderson</u>		
	Address: ^{NE} <u>Tri State</u>		
3. <u>Roof</u>	Name: <u>Tri-State</u> ^{S/M} _{wins bid 5/1/13}		
	Address: _____		
4. _____	Name: _____		
	Address: _____		
5. _____	Name: _____		
	Address: _____		
6. _____	Name: _____		
	Address: _____		
7. _____	Name: _____		
	Address: _____		

(Attach additional sheet(s) if necessary.)



7. LFUCG MBE/WBE PARTICIPATION FORM

Bid/RFP/Quote Reference # 11b-2012

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

MBE/WBE Company, Name, Address, Phone, Email	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1.			
2.			
3.			
4.			

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

CHURETTA MCBEE, LLC
Company

NATHAN CHURETTA
Company Representative

12-21-2012
Date

OWNER
Title



8. LFUCG MBE/WBE SUBSTITUTION FORM

Bid/RFP/Quote Reference # 116-2012

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

SUBSTITUTED MBE/WBE Company Name, Address, Phone, Email	MBE/WBE 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.

CHRISTIE MOBILITY, LLC
Company

NATHAN CHRISTIE
Company Representative

12-21-2012
Date

OWNER
Title



9. MBE/WBE QUOTE SUMMARY FORM

Bid/RFP/Quote Reference # 116-2012

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

Company Name <u>CHURCHILL MBE, LLC</u>	Contact Person <u>NATHAN CHURCHILL</u>
Address/Phone/Email <u>1315-C WEST MAIN ST LEXINGTON, KY 40508</u>	Bid Package / Bid Date

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

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

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

CHURCHILL MBE, LLC
Company

NATHAN CHURCHILL
Company Representative

12-21-2012
Date

OWNER
Title



10. LFUCG MBE/WBE SUBCONTRACTOR MONTHLY PAYMENT REPORT

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

Bid/RFP/Quote # 116-2012
 Total Contract Amount Awarded to Prime Contractor for this Project _____

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

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

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

 Company

 Company Representative

 Date

 Title



11. LFUCG STATEMENT OF GOOD FAITH EFFORTS

Bid/RFP/Quote # 116-2012

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

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

SEE ATTACHED

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

CHURCHILL MURKIN, LLC
Company

NATHAN CHARLTON
Company Representative

12-21-2012
Date

OWNER
Title

December 21, 2012

Todd Stalin, Acting Director
Division of Central Purchasing
Lexington-Fayette Urban County Government
200 East Main Street
Lexington, KY 40507

Mr. Stalin;

This letter is to describe the steps Churchill-McGee, LLC has taken to attempt to satisfy the 10% D.B.E. goals set by Federal DOT 49CFR23.

Research:

1. First the "Certified D.B.E. Directory" compiled by the Kentucky Transportation Department was consulted for subcontractor information.
2. All contractors listed on Lynn Imaging's Bidder's List for the project were contacted and questioned about D.B.E. participation.
3. All contractors that submitted bids to Churchill-McGee were contacted and questioned about D.B.E. participation/qualification.
4. See the attached Invitation to Bid which asks for acknowledgement of subcontractors that are DBE.
5. Churchill McGee contacted Marilyn Clark for assistance in soliciting DBE subcontractors.
6. Kentucky Procurement Assistance Program (KPAP) was used to solicit DBE subcontractors, see attached.
7. No D.B.E. certified contractors submitted low bids to Churchill-McGee for work.

Qualifications for Subcontractor Selection:

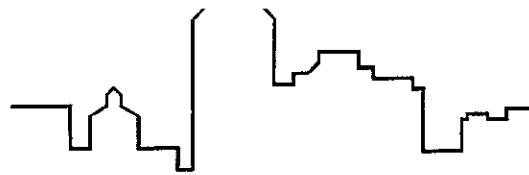
1. Scopes of Work and Price Quotes submitted by all subcontractors and suppliers were compared for relative equivalence.
2. Churchill McGee's past experience with subcontractors' and suppliers' quality was also considered.
3. Subcontractor bids were then selected according to price and quality criteria.

The limited availability of D.B.E./M.B.E./W.B.E. subcontractors in the area, and fierce competition for the work, resulted in no D.B.E. subcontractors selected for work.

Sincerely,

Nathan Churchill, Partner
Churchill McGee, LLC

Lexington Office
1315 W. Main Street
Lexington, KY 40508
P- 859-389-6976
F- 859-389-6986



CHURCHILL MCGEE, LLC
construction + design

Louisville Office
PO Box 2758
Louisville, KY 40257
P- 502-794-3046

TO: Subcontractors/Supply Houses DATE: 12.12.12
FROM: Brandon Helton SUBJECT: CARVER COMMUNITY CTR RENOVATION
BHELTON@CHURCHILLMCGEE.COM 522 PATTERSON STREET
LEXINGTON, KY 40508

SUB BIDS DUE: **12.21.12 BY 2:00PM**

BID INFORMATION: The project includes the restoration of this historic building. The demolition work involves but is not limited to selective demolition of deteriorated materials for replacement. The roof will be replaced; the HVAC system will be replaced; electric power system extended to HVAC locations; exterior doors will be repaired and some replaced; exterior aluminum windows will be replaced, existing cold rolled steel windows will be repaired, reglazed; handrails and guardrails will be replaced at exterior stairs and ramps. There are bid alternates for the following: replacing interior doors/frames/hardware; providing exterior metal storm windows; telecom & data wiring; security package; HVAC preventive maintenance plan; demolition of partitions in one suite. This project is prevailing wage.

Please note the unit cost & material information that is needed on the bid form.

Plans are available for review at the following locations:
*Churchill McGee in Lexington
Builders Exchange Louisville
www.bxlou.com*

*Plans can be purchased at Lynn Imaging
www.lynnimaging.com*

Please fax your response to 859-389-6986 to let us know if you intend to bid.

Company Name: _____

Individual: _____

E-mail Address: _____

Bid Section: _____

- YES, I intend to bid.
- NO, I do not intend to bid.
- Our company can provide proof of liability insurance and workman's compensation.
- Please remove me from future bids

Minority Owned and Women Owned Subcontractors are encouraged to bid the project.

Business Classification (please check one): WBE _____ MBE _____ HBE _____ Small _____ Large _____

CHURCHILL MCGEE CONSTRUCTION
AN EQUAL OPPORTUNITY EMPLOYER

Brandon Helton

From: Cunningham, Lynda (CED) <Lynda.Cunningham@ky.gov> on behalf of KPAP <CED.KPAP@ky.gov>
Sent: Friday, December 14, 2012 7:23 AM
To: 'Brandon Helton'
Subject: RE: DBE solicitation

Brandon,

A copy of your bid notice as posted on 12/13/12 is provided below for your records.

Lynda Cunningham

Cabinet for Economic Development
Kentucky Procurement Assistance Program
300 W. Broadway
Frankfort, KY 40601
(502) 782-1974

Churchill McGee, LLC, 1315 West Main Street, Lexington, KY 40508

Z -- POTENTIAL CONSTRUCTION SUBCONTRACTING OPPORTUNITIES. Phone: (859) 389-6976; Fax: (859) 389-6986. ATTN DBE, MBE and WBE firms: Churchill McGee Construction + Design is bidding as a general contractor for the **CARVER COMMUNITY CENTER Renovation**, 522 Patterson Street, located in Lexington, KY on 12/21/12 at 2:00 P.M. Subcontract opportunities exist for the following trades: select demolition, cast in place concrete, masonry, metal pipe & tube railings, carpentry, roofing, joint sealants, windows, doors & hardware, glazing, painting, HVAC, electric, communications systems, camera systems and fire alarm systems. This project is prevailing wage. We encourage all interested subcontractors/suppliers to contact our office at (859) 389-6976 or write to 1315 West Main Street, Lexington, KY 40508. This notice is provided by the Kentucky Procurement Assistance Program. The information is believed to be correct, but should be verified with the issuing agency/organization.

Matching Key Words: age:churchill;

Softshare Article Number: 121213/KY/1806

From: Brandon Helton [<mailto:bhelton@churchillmcgee.com>]
Sent: Wednesday, December 12, 2012 2:27 PM
To: KPAP
Subject: DBE solicitation

Churchill McGee, LLC, 1315 West Main Street, Lexington, KY 40508

Z -- POTENTIAL CONSTRUCTION SUBCONTRACTING OPPORTUNITIES. Phone: (859) 389-6976; Fax: (859) 389 6986. ATTN DBE, MBE and WBE firms: Churchill McGee Construction + Design is bidding as a general contractor for the **CARVER COMMUNITY CENTER Renovation**, 522 Patterson Street, located in Lexington, KY on **12/21/12 at 2:00 PM**. Subcontract opportunities exist for the following trades: select demolition, cast in place concrete, masonry, metal pipe & tube railings, carpentry, roofing, joint sealants, windows, doors & hardware, glazing, painting, HVAC, electric, communications systems, camera systems and fire alarm systems. This project is prevailing wage. We encourage all interested subcontractors/suppliers to contact our office at (859) 389-6976 or write to 1315 West Main Street, Lexington, KY 40508.

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

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

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

13. STATEMENT OF EXPERIENCE

NAME OF INDIVIDUAL: SEE ATTACHED

POSITION/TITLE: _____

STATEMENT OF EXPERIENCE: _____

NAME OF INDIVIDUAL: _____

POSITION/TITLE: _____

STATEMENT OF EXPERIENCE: _____

NAME OF INDIVIDUAL: _____

POSITION/TITLE: _____

STATEMENT OF EXPERIENCE: _____

In Process

Project Name	Owner	Contract Amount	% Complete	Date Complete	Architect
Orofacial Pain Clinic	University of Kentucky	\$668,889.00	65%	Mar-13	Stengel - Hill Architecture
Classroom Renovation	University of Kentucky	\$389,625.00	35%	Feb-13	University of Kentucky
Glenns Creek Brewery	GCB	\$52,300.00	5%	Jun-13	

Completed in Last Five Years

Project Name	Owner	Contract Amount	Architect
163/167 Jefferson St Renovation	Lexington Home Ownership Comm	\$949,500.00	Sherman Carter Barnhart
Capitol Grounds Tourism Enhancement	Commonwealth of KY	\$776,252.00	Greystone
Renovate 4-H Cabins Cumberland	University of Kentucky	\$348,282.00	Murphy Graves
Terminal Façade Renovation	LFUCG Airport Board	\$1,503,595.00	Gresham Smith & Partners
Schmidt Vocal Arts Center	University of Kentucky	\$905,942.00	Ross Tarrant

NAME OF INDIVIDUAL: _____

POSITION/TITLE: _____

STATEMENT OF EXPERIENCE: _____

NAME OF INDIVIDUAL: _____

POSITION/TITLE: _____

STATEMENT OF EXPERIENCE: _____

NAME OF INDIVIDUAL: _____

POSITION/TITLE: _____

STATEMENT OF EXPERIENCE: _____

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

14. EQUAL OPPORTUNITY AGREEMENT

The Law

- * Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.
- * Executive Order No. 11246 on Nondiscrimination under Federal contract prohibits employment discrimination by contractor and subcontractor doing business with the Federal Government or recipients of Federal funds. This order was later amended by Executive Order No. 11375 to prohibit discrimination on the basis of sex.
- * Section 503 of the Rehabilitation Act of 1973 States:

The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap.

- * Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam Era by contractors having Federal Contracts.
- * Section 206 (A) of Executive Order 12086, Consolidation of Contract Compliance Functions for Equal Employment Opportunity, states:

The Secretary of Labor may investigate the employment practices of any Government contractor or sub-contractor to determine whether or not the contractual provisions specified in Section 202 of this order have been violated.

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

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

Bidders

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

Nathan Christian
Signature

CHARITIE MOBLEE, LLC
Name of Business

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

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

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

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

The Act further provides:

KRS 45.610. Hiring minorities – Information required

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

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

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

KRS 45.630 Termination of existing employee not required, when

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

KRS 45.640 Minimum skills

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

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

15. EQUAL EMPLOYMENT OPPORTUNITY AFFIRMATIVE ACTION POLICY

It is the policy of Chuncheon MLGER, LLC

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.

16. WORKFORCE ANALYSIS FORM

Name of Organization: Citrusville mobile, LLC Date: 12 / 21 / 2012

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

Prepared By: Joseph P. Hyland
EVIDENCE OF INSURABILITY

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

Names Insured: Churchill Mc harr, LLC Employee ID: 06-1671629
 Address: 1315-c West Main St., Lexington, KY 40503 Phone: 857-989-6976
 Project to be insured: Carver Community Center

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

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

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

Agency of Brokerage: MAW SUTTON AND MCGEE, LTD Name of Authorized Representative: Joseph P. Hyland
1353 Leestown Rd. Title: Agent/Underwrite
 Street Address: _____ Authorized Signature: Joseph P. Hyland
 City: Lexington State: KY Zip: 40508 Date: 12/8/12
 Telephone Number: 857-225-3861

P-2



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/21/12

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 Mann Sutton and McGee, Ltd. 1353 Leestown Road Lexington, KY 40508 James J. McGee Phone: 859-225-3661 Fax: 859-225-8351	CONTACT NAME: James J. McGee PHONE (A/C, No, Ext): 859-225-3661 FAX (A/C, No): 859-225-8351 E-MAIL ADDRESS: jmcgee@mannsuttonandmcgee.com <table style="width: 100%; border: none;"> <tr> <td style="text-align: center; border: none;">INSURER(S) AFFORDING COVERAGE</td> <td style="text-align: center; border: none;">NAIC #</td> </tr> <tr> <td style="border: none;">INSURER A : Motorist Mutual Insurance</td> <td style="border: none;">14621</td> </tr> <tr> <td style="border: none;">INSURER B : KY. Employers Mutual Insurance</td> <td style="border: none;">10320</td> </tr> <tr> <td style="border: none;">INSURER C :</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER D :</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER E :</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER F :</td> <td style="border: none;"></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Motorist Mutual Insurance	14621	INSURER B : KY. Employers Mutual Insurance	10320	INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : Motorist Mutual Insurance	14621														
INSURER B : KY. Employers Mutual Insurance	10320														
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															
INSURED Churchill McGee, LLC Churchill McGee Construction LLC 1315-C West Main Street Lexington, KY 40508															

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	ADDITIONAL INSURER	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EPLI 500000/50000 GENL AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJ <input type="checkbox"/> LOC		33.273185-40E	12/14/12	12/14/13	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		33.273185-40E	12/14/12	12/14/13	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$		33.273185-40E	12/14/12	12/14/13	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> N/A (Mandatory in NH) If yes describe under DESCRIPTION OF OPERATIONS below		384273	01/20/12	01/20/13	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E L EACH ACCIDENT \$ 1,000,000 E L DISEASE - EA EMPLOYEE \$ 1,000,000 E L DISEASE - POLICY LIMIT \$ 1,000,000
A	Equipment Floater Leased/Borrowed/Re		33.273185-40	12/14/12	12/14/13	Limit 100,000

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

CERTIFICATE HOLDER <div style="text-align: center;">LFUCGCD</div> Lexington Fayette Urban County Government 200 E. main Street Lexington, KY 40507	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE James J. McGee
--	--

© 1988-2010 ACORD CORPORATION. All rights reserved.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/26/2013

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

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

PRODUCER Mann Sutton and McGee, Ltd. 1353 Leestown Road Lexington, KY 40508 James J. McGee	Phone: 859-225-3661 Fax: 859-225-8351	CONTACT NAME: James J. McGee PHONE (A/C, No., Ext.): 859-225-3661 FAX (A/C, No.): 859-225-8351 E-MAIL ADDRESS: jmcgee@mannsuttonandmcgee.com														
INSURED Churchill McGee, LLC Churchill McGee Construction LLC 1315-C West Main Street Lexington, KY 40508		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: Motorist Mutual Insurance</td> <td>14621</td> </tr> <tr> <td>INSURER B: KY. Employers Mutual Insurance</td> <td>10320</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Motorist Mutual Insurance	14621	INSURER B: KY. Employers Mutual Insurance	10320	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #															
INSURER A: Motorist Mutual Insurance	14621															
INSURER B: KY. Employers Mutual Insurance	10320															
INSURER C:																
INSURER D:																
INSURER E:																
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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EPLI 500000/50000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC			33.273185-40E	12/14/2012	12/14/2013	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			33.273185-40E	12/14/2012	12/14/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$			33.273185-40E	12/14/2012	12/14/2013	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	384273 384273	01/20/2012 01/20/2013	01/20/2013 01/20/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Equipment Floater Leased/Borrowed/Re			33.273185-40	12/14/2012	12/14/2013	Limit 100,000

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

CERTIFICATE HOLDER

CANCELLATION

LFUGCD Lexington Fayette Urban County Government 200 E. main Street Lexington, KY 40507	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 James J. McGee
--	---

© 1988-2010 ACORD CORPORATION. All rights reserved.

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

18. DEBARRED FIRMS

PROJECT NAME: CARVER Community CENTER

BID NUMBER: 116-2012

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 CHURCHILL MCBEE, LLC 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.

CHURCHILL MCBEE, LLC
Name of Firm Submitting Bid

NATHAN CHURCHILL
Signature of Authorized Official

OWNER
Title

12-21-2012
Date

19. DEBARMENT CERTIFICATION

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

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

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

Firm Name: NATHAN CHURCHILL

Project: CARVER Community Center

Printed Name and Title of Authorized Representative: NATHAN CHURCHILL

Signature: NATHAN CHURCHILL

Date: 12-21-2012

END OF SECTION

Bond No. _____

BID BOND
The American Institute of Architects,
AIA Document No. A310 (February, 1970 Edition)

KNOW ALL MEN BY THESE PRESENTS, that we Churchill McGee, LLC
1315-C West Main St.
Lexington, KY 40508

as Principal hereinafter called the Principal, and Old Republic Insurance Co.
a corporation duly organized under the laws of the state of Pennsylvania as Surety, hereinafter called the Surety,
are held and firmly bound unto Lexington Fayette Urban County Government
200 East Main St.
Lexington, KY 40507

as Obligee, hereinafter called the Obligee, in the sum of 5% of amount bid

Dollars (\$ 5% of amount bid), for the payment of which sum well and truly to be made, the said Principal and the
said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly
by these presents.

WHEREAS, the Principal has submitted a bid for Carver Community Center Renovation
HVAC System Upgrade, Roof Replacement,
Door and Window Repair/Replacement

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

Signed and sealed this 21st day of December, 2012

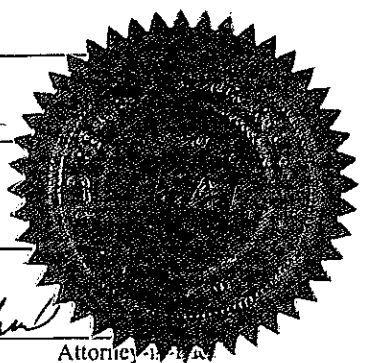
[Signature]
Witness

Churchill McGee, LLC
Principal

By: [Signature]
J. Patrick McGee (Member)

Old Republic Insurance Co.
Surety

By: [Signature]
Joseph P. Highland Attorney-in-Fact



[Signature]
Witness

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC INSURANCE COMPANY, a Pennsylvania stock insurance corporation, does make, constitute and appoint:

BENJAMIN J. MANN, JOSEPH P. HIGHLAND, JOYCE ANN NOONAN, S. PATRICK BOGGS, OF LEXINGTON, KY

its true and lawful Attorney(s)-in-Fact, with full power and authority, not exceeding \$20,000,000, for and on behalf of the Company as surety, to execute and deliver and affix the seal of the Company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED AN AGGREGATE OF ONE MILLION DOLLARS (\$1,000,000) ----- FOR ANY SINGLE OBLIGATION, REGARDLESS OF THE NUMBER OF INSTRUMENTS ISSUED FOR THE OBLIGATION.

and to bind OLD REPUBLIC INSURANCE COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This document is not valid unless printed on colored background and is multi-colored. This appointment is made under and by authority of the board of directors at a meeting held on May 12, 2010. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC INSURANCE COMPANY on May 12, 2010.

RESOLVED FURTHER, that the chairman, president or any vice president of the Company's surety division, in conjunction with the secretary or any assistant secretary of the Company, be and hereby are authorized and directed to execute and deliver, to such persons as such officers of the Company may deem appropriate, Powers of Attorney in the form presented to and attached to the minutes of this meeting, authorizing such persons to execute and deliver and affix the seal of the Company to bonds, undertakings, recognizances, and suretyship obligations of all kinds, other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds. The said officers may revoke any Power of Attorney previously granted to any such person. The authority of any Power of Attorney granted by any such officer of the Company as aforesaid shall not exceed twenty million dollars (\$20,000,000.00), except (a) bonds required to be filed as open penalty bonds, and (b) bonds filed with any court or governmental authority requiring an unlimited penalty in bonds filed in that court.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company (i) when signed by the chairman, president or any vice president of the Company's surety division and attested and sealed (if a seal be required) by any secretary or assistant secretary; or (ii) when signed by a duly authorized Attorney-in-Fact and sealed with the seal of the Company (if a seal be required).

RESOLVED FURTHER, that the signature of any officer designated above, and the seal of the Company, may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC INSURANCE COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 25TH day of SEPTEMBER, 2012.

OLD REPUBLIC INSURANCE COMPANY

Phyllis M. Johnson
Assistant Secretary



Gerald C. Leach
Vice President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 25TH day of SEPTEMBER, 2012, personally came before me, GERALD C. LEACH and PHYLLIS M. JOHNSON to me known to be the individuals and officers of the OLD REPUBLIC INSURANCE COMPANY who executed the above instrument; and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say; that they are said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said organization.



Kathryn R. Pearson
Notary Public
My commission expires: 9/28/14

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC INSURANCE COMPANY, a Pennsylvania corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

73-3062

Signed and sealed at the City of Brookfield, WI this 21st day of December, 2012



Gene E. Chesney
Assistant Secretary

MANN SUTTON AND MCGEE LIMITED

PART IV
GENERAL CONDITIONS
TABLE OF CONTENTS

Article Number	Title	Page
1.	DEFINITIONS	GC-6
2.	PRELIMINARY MATTERS.....	GC-10
3.	CONTRACT DOCUMENTS: INTENT, CONFLICTS, AMENDING AND REUSE	GC-11
4.	AVAILABILITY OF LANDS; PHYSICAL CONDITIONS; REFERENCE POINTS.....	GC-13
5.	CONTRACTOR'S RESPONSIBILITIES	GC-15
6.	OTHER WORK	GC-26
7.	OWNER'S RESPONSIBILITIES.....	GC-27
8.	ARCHITECT'S STATUS DURING CONSTRUCTION.....	GC-27
9.	CHANGES IN THE WORK.....	GC-30
10.	CHANGE OF CONTRACT PRICE.....	GC-31
11.	CHANGE OF CONTRACT TIME	GC-37
12.	WARRANTY AND GUARANTEE; TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK.....	GC-38
13.	PAYMENTS TO CONTRACTOR AND COMPLETION	GC-41
14.	SUSPENSION OF WORK AND TERMINATION.....	GC-45
15.	MISCELLANEOUS.....	GC-48

DETAILED TABLE OF CONTENTS OF GENERAL CONDITIONS

- 1. Definitions
- 2. Preliminary Matters
 - 2.1 Delivery of Bonds
 - 2.2 Copies of Documents
 - 2.3 Commencement of Contract Time; Notice to Proceed
 - 2.4 Starting the Project
 - 2.5 Before Starting Construction
 - 2.6 Submittal of Schedules
 - 2.7 Preconstruction Conference
 - 2.8 Finalizing Schedules
- 3. Contract Documents, Intent, Conflicts, Amending, and Reuse
 - 3.1 General
 - 3.2 Intent
 - 3.3 Conflicts
 - 3.4 Amending and Supplementing Contract Documents
 - 3.5 Reuse of Documents
- 4. Availability of Lands, Physical Conditions, Reference Points
 - 4.1 Availability of Lands
 - 4.2 Physical Conditions
 - 4.3 Physical Conditions - Underground Facilities
 - 4.4 Reference Points
- 5. CONTRACTOR'S Responsibilities
 - 5.1 Supervision
 - 5.2 Superintendence
 - 5.3 Labor
 - 5.4 Start-Up and Completion of Work
 - 5.5 Materials and Equipment
 - 5.6 Adjusting Progress Schedule
 - 5.7 Substitutes or "Or-Equal" Items
 - 5.8 Subcontractors, Suppliers and Others
 - 5.9 Patent Fees and Royalties
 - 5.10 Permits
 - 5.11 Laws and Regulations
 - 5.12 Taxes
 - 5.13 Use of Premises

- 5.14 Record Drawings
- 5.15 Shop Drawings and Samples
- 5.16 Continuing the Work
- 5.17 Erosion and Sediment Control

- 6. Other Work
 - 6.1 Related Work at Site
 - 6.2 Other Contractors or Utility Owners
 - 6.3 Delays Caused By Others
 - 6.4 Coordination

- 7. OWNER'S Responsibilities
 - 7.1 Communications
 - 7.2 Data and Payments
 - 7.3 Lands, Easements, and Surveys
 - 7.4 Change Orders
 - 7.5 Inspections, Tests, and Approvals
 - 7.6 Stop or Suspend Work

- 8. ARCHITECT'S Status During Construction
 - 8.1 OWNER'S Representative
 - 8.2 Visits to Site
 - 8.3 Project Representation
 - 8.4 Clarification and Interpretations
 - 8.5 Authorized Variations in Work
 - 8.6 Rejecting Defective Work
 - 8.7 Shop Drawings
 - 8.8 Change Orders
 - 8.9 Payments
 - 8.10 Determinations for Unit Prices
 - 8.11 Decisions on Disputes
 - 8.12 Limitations on ARCHITECT'S Responsibilities

- 9. Changes in the Work
 - 9.1 OWNER May Order Changes
 - 9.2 Claims
 - 9.3 Work Not in Contract Documents
 - 9.4 Change Orders
 - 9.5 Notice of Change

- 10. Change of Contract Price
 - 10.1 Total Compensation
 - 10.2 Claim for Increase or Decrease in Price
 - 10.3 Value of Work
 - 10.4 Cost of the Work
 - 10.5 Not to Be Included in Cost of the Work
 - 10.6 CONTRACTOR'S Fee
 - 10.7 Itemized Cost Breakdown
 - 10.8 Cash Allowance
 - 10.9 Unit Price Work

- 11. Change of Contract Time
 - 11.1 Change Order
 - 11.2 Justification for Time Extension
 - 11.3 Time Limits

- 12. Warranty and Guarantee; Tests and Inspections;
Correction, Removal or Acceptance of Defective Work
 - 12.1 Warranty and Guarantee
 - 12.2 Access to Work
 - 12.3 Tests and Inspections
 - 12.4 OWNER May Stop Work
 - 12.5 Correction or Removal of Defective Work
 - 12.6 One Year Correction Period
 - 12.7 Acceptance of Defective work
 - 12.8 Owner May Correct Defective Work

- 13. Payments to CONTRACTOR and Completion
 - 13.1 Schedule of Values
 - 13.2 Application for Progress Payments
 - 13.3 CONTRACTOR'S Warranty of Title
 - 13.4 Review of Application for Progress Payments
 - 13.5 Partial Utilization
 - 13.6 Final Inspection
 - 13.7 Final Application for Payment
 - 13.8 Final Payment and Acceptance
 - 13.9 CONTRACTOR'S Continuing Obligation
 - 13.10 Waiver of Claims

- 14. Suspension of Work and Termination
 - 14.1 OWNER May Suspend Work
 - 14.2 OWNER May Terminate
 - 14.3 CONTRACTOR'S Services Terminated
 - 14.4 Payment After Termination
 - 14.5 CONTRACTOR May Stop or Terminate

- 15. Miscellaneous
 - 15.1 Claims for Injury or Damage
 - 15.2 Non-Discrimination in Employment
 - 15.3 Temporary Street Closing or Blockage
 - 15.4 Percentage of Work Performed by Prime CONTRACTOR
 - 15.5 Clean-up
 - 15.6 General
 - 15.7 Debris Disposal
 - 15.8 Close Out Procedures

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 OWNER 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 OWNER, 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 ARCHITECT'S recommendation of final payment (unless responsibility for the protection thereof has been assumed by OWNER).

1.13 Drawings

The drawings which show the character and scope of the Work to be performed and which have been prepared or approved by ARCHITECT 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 ARCHITECT

Consultant hired by the Lexington-Fayette Urban County Government Division Department of General Services to represent OWNER on the Project.

1.17 Field Order

A documented order issued by OWNER 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, Department of General Services or its authorized representative.

1.23 Partial Utilization

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

1.24 Project

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

1.25 Inspector

The authorized representative of the OWNER 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

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.

1.29 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 ARCHITECT any conflict, error or discrepancy which CONTRACTOR may discover and shall obtain a written interpretation or clarification from ARCHITECT before proceeding with any Work affected thereby; however, CONTRACTOR shall not be liable to OWNER or ARCHITECT 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 ARCHITECT for review:

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

2.6.2 a preliminary schedule of Shop Drawing submissions; and

2.6.3 a preliminary schedule of values for all of the Work which will include quantities and prices of items aggregating the Contract Price and will

subdivide the Work into component parts in sufficient detail to serve as the basis for progress payments during construction. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work which will be confirmed in writing by CONTRACTOR at the time of submission.

2.7 Preconstruction Conference

Before CONTRACTOR starts the Work at the proposed site, a conference attended by CONTRACTOR, ARCHITECT, 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, ARCHITECT, OWNER 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 OWNER as providing orderly progression of the Work to completion within the Contract Time, but such acceptance will neither impose on OWNER 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 ARCHITECT as providing a workable arrangement for processing the submissions. The finalized schedule of values will be acceptable to OWNER 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 ARCHITECT, or any of their consultants, agents or employees from those set forth in the Contract Documents, nor shall it be effective to assign to OWNER, or any of OWNER'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 ARCHITECT 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 ARCHITECT in writing at once and before proceeding with the Work affected thereby shall obtain a written interpretation or clarification from ARCHITECT and OWNER; however, CONTRACTOR shall not be liable to OWNER or ARCHITECT 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 ARCHITECT; and they shall not reuse any of them on extensions of the Project or any other project without written consent of OWNER and ARCHITECT and specific written verification or adaptation by ARCHITECT.

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. OWNER 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 ARCHITECT 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 ARCHITECT 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 ARCHITECT in writing about the inaccuracy or difference.

4.2.4 ARCHITECT'S Review

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

4.2.5 Possible Document Change

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

4.2.6 Possible Price and Time Adjustments

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

4.3 Physical Conditions-Underground Facilities

4.3.1 Shown or Indicated

The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the site is based on information and data furnished to OWNER or ARCHITECT 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 ARCHITECT 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 ARCHITECT. ARCHITECT 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 ARCHITECT'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 ARCHITECT 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 ARCHITECT, OWNER and the general public. Failure to comply with this condition of the Contract will result in immediate suspension of the Work. Following a review by the Commissioner of Public Works, the Contract may be terminated (see GC section 14). CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences and procedures of construction, but CONTRACTOR shall not be responsible for the negligence of others in the design or selection of a specific means, method, technique, sequence or procedure of construction which is indicated in and required by the Contract Documents. CONTRACTOR shall be responsible to see that the finished Work complies accurately with the Contract Documents.

5.2 Superintendence

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

5.3 Labor

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

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 ARCHITECT, 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 OWNER, or any of OWNER'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 ARCHITECT of all such instances at least five (5) days in advance of receiving the proposals. The ARCHITECT 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 OWNER 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/ARCHITECT if sufficient information is submitted by CONTRACTOR to allow OWNER/ARCHITECT to determine that the material or equipment proposed is equivalent or equal to that named. The procedure for review by OWNER/ARCHITECT will include the following. Requests for review of substitute items of material and equipment will not be accepted by OWNER/ARCHITECT 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/ARCHITECT 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/ARCHITECT in evaluating the proposed substitute. OWNER/ARCHITECT 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/ARCHITECT, if CONTRACTOR submits sufficient information to allow OWNER/ARCHITECT to determine that the substitute proposed is equivalent to that indicated or required by the Contract Documents. The procedure for review by OWNER/ARCHITECT will be similar to that provided in paragraph 5.7.1 as applied by OWNER/ARCHITECT.

5.7.3 OWNER/ARCHITECT'S Approval

OWNER/ARCHITECT will be allowed a reasonable time within which to evaluate each proposed substitute. OWNER/ARCHITECT will be the sole judge of acceptability, and no substitute will be ordered, installed or utilized without OWNER/ARCHITECT'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/ARCHITECT will record time required by OWNER/ARCHITECT and OWNER/ARCHITECT'S consultants in evaluating substitutions proposed by CONTRACTOR and in making changes in the Contract Documents occasioned thereby. Whether or not OWNER/ARCHITECT accepts a proposed substitute, CONTRACTOR shall reimburse OWNER for the charges of OWNER/ARCHITECT and

OWNER/ARCHITECT'S consultants for evaluating each proposed substitute.

5.8 Subcontractors, Suppliers, and Others

5.8.1 Acceptable to ARCHITECT

CONTRACTOR shall not employ any Subcontractor, Supplier or other person or organization (including those acceptable to OWNER and ARCHITECT as indicated in paragraph 5.8.2), whether initially or as a substitute, against whom OWNER or ARCHITECT 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 ARCHITECT and if CONTRACTOR has submitted a list thereof, OWNER'S or ARCHITECT'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 ARCHITECT of any such Subcontractor, Supplier or other person or organization shall constitute a waiver of any right of OWNER or ARCHITECT 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 OWNER 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 ARCHITECT 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 ARCHITECT and any such Subcontractor, Supplier or other person or organization, nor shall it create any obligation on the part of OWNER or ARCHITECT 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.

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 ARCHITECT 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 OWNER and ARCHITECT 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 OWNER and ARCHITECT, 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 ARCHITECT 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 ARCHITECT 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 ARCHITECT 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 OWNER and ARCHITECT for reference. Upon completion of the Work, these record documents, samples and Shop Drawings will be delivered to ARCHITECT 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 ARCHITECT 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 ARCHITECT 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 ARCHITECT to review the information as required.

5.15.2 Sample Submittals

CONTRACTOR shall also submit to ARCHITECT 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 ARCHITECT 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 ARCHITECT for review and approval of each such variation.

5.15.5 ARCHITECT'S Approval

ARCHITECT will review and approve with reasonable promptness Shop Drawings and samples, but ARCHITECT'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 ARCHITECT, 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 ARCHITECT on previous submittals.

5.15.6 Responsibility for Errors and Omissions

ARCHITECT'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 ARCHITECT'S attention to each such variation at the time of submission as required by paragraph 5.15.4 and ARCHITECT 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 ARCHITECT 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 ARCHITECT'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 OWNER 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 ARCHITECT 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 ARCHITECT.

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 ARCHITECT 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. ARCHITECT'S STATUS DURING CONSTRUCTION

8.1 OWNER'S Representative

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

8.2 Visits to Site

ARCHITECT 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. ARCHITECT will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. ARCHITECT'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, ARCHITECT 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

ARCHITECT will provide an Inspector to assist ARCHITECT in observing the performance of the Work. If OWNER designates another agent to represent OWNER at the site who is not ARCHITECT'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

ARCHITECT 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 ARCHITECT 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

ARCHITECT 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

ARCHITECT will have authority to disapprove or reject Work which ARCHITECT 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 ARCHITECT'S responsibility for Shop Drawings and samples, see paragraphs 5.15.1 through 5.16 inclusive.

8.8 Change Orders

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

8.9 Payments

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

8.10 Determinations for Unit Prices

ARCHITECT will determine the actual quantities and classifications of Unit Price Work performed by CONTRACTOR if applicable.

ARCHITECT will review with CONTRACTOR ARCHITECT'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

ARCHITECT 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 ARCHITECT in writing with a request for a formal decision in accordance with this paragraph, which ARCHITECT will render in writing within a reasonable time. Written notice of each such claim, dispute and other matter will be delivered to ARCHITECT 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 ARCHITECT within sixty days after such occurrence unless ARCHITECT allows an additional period of time to ascertain more accurate data in support of the claim.

8.12 Limitations on ARCHITECT'S Responsibilities

8.12.1 CONTRACTOR, Supplier, or Surety

Neither ARCHITECT'S authority to act under this Article 8 or elsewhere in the Contract Documents nor any decision made by ARCHITECT in good

faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of ARCHITECT 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 ARCHITECT 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 ARCHITECT 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.

ARCHITECT will not be responsible for CONTRACTOR'S means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, and ARCHITECT 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

ARCHITECT 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 ARCHITECT 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 ARCHITECT 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 ARCHITECT 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 ARCHITECT, 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 ARCHITECT, 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 ARCHITECT 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 ARCHITECT, 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 ARCHITECT 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 ARCHITECT 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 ARCHITECT 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 ARCHITECT 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 ARCHITECT 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 ARCHITECT 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

OWNER, ARCHITECT and ARCHITECT'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 ARCHITECT timely notice of readiness of the Work for all required inspections, tests or approvals.

12.3.2 Requirements and Responsibilities

The ARCHITECT 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 ARCHITECT 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 ARCHITECT.

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 ARCHITECT 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 ARCHITECT, it must, if requested by ARCHITECT, be uncovered for observation. Such uncovering shall be at CONTRACTOR'S expense unless CONTRACTOR has given ARCHITECT timely notice of CONTRACTOR'S intention to cover the same and ARCHITECT has not acted with reasonable promptness in response to such notice.

12.3.5 CONTRACTOR'S Obligation

Neither observations by ARCHITECT 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 ARCHITECT, 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 ARCHITECT, 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 ARCHITECT 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 ARCHITECT to proceed to correct and to correct defective Work or to remove and replace rejected Work as required by ARCHITECT 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 ARCHITECT, 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 OWNER. 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 ARCHITECT 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 ARCHITECT. 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 ARCHITECT 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 ARCHITECT'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

ARCHITECT 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 ARCHITECT'S reasons for refusing to recommend payment. In the latter case, CONTRACTOR may make the necessary corrections and resubmit the Application.

13.4.2 ARCHITECT'S Recommendation

ARCHITECT may refuse to recommend the whole or any part of any payment, if, in ARCHITECT'S opinion, it would be incorrect to make such representations to OWNER. ARCHITECT 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 ARCHITECT'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 ARCHITECT'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, ARCHITECT 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 ARCHITECT 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 ARCHITECT 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 ARCHITECT'S Approval

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

15.8 Close Out Procedures

The CONTRACTOR will coordinate training for OWNER of all major building systems and equipment that are part of the Project.

The CONTRACTOR will distribute three (3) copies of the appropriate O&M Manuals for the installed major building systems and equipment.

The CONTRACTOR shall prepare accurate record drawings that reflect project improvements "as-built" in the field. The CONTRACTOR shall provide three (3) copies of the record drawings to the OWNER.

The CONTRACTOR shall provide an electronic version (AutoCad) of all construction documents related to the Project at the conclusion of the Project.

END OF SECTION

PART V
SPECIAL CONDITIONS
INDEX

1	RISK MANAGEMENT PROVISIONS – INSURANCE AND INDEMNIFICATION	SC-2
2	WAGE SCALES	SC-6
3	LABOR/EQUAL EMPLOYMENT OPPORTUNITY.....	SC-7

**RISK MANAGEMENT PROVISIONS
INSURANCE AND INDEMNIFICATION**

INDEMNIFICATION AND HOLD HARMLESS PROVISION

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

FINANCIAL RESPONSIBILITY

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

INSURANCE REQUIREMENTS

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

Required Insurance Coverage

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

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

The policies above shall contain the following conditions:

- a. All Certificates of Insurance forms used by the insurance carrier shall be properly filed and approved by the Department of Insurance for the Commonwealth of Kentucky (DOI). LFUCG shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy using the Kentucky DOI approved forms.
- b. The General Liability Policy shall be primary to any insurance or self-insurance retained by LFUCG.
- c. The General Liability Policy shall include a Products and Completed Operations endorsement or Premises and Operations Liability endorsement unless it is deemed not to apply by LFUCG.
- d. LFUCG shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed.
- e. Said coverage shall be written by insurers acceptable to LFUCG and shall be in a form acceptable to LFUCG. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.

Renewals

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

Deductibles and Self-Insured Programs

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

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

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

Safety and Loss Control

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

Verification of Coverage

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

Right to Review, Audit and Inspect

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

DEFAULT

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

2. WAGE SCALES -

FEDERAL WAGE SCALE

General Decision Number: KY120077 11/23/2012 KY77

Superseded General Decision Number: KY20100162

State: Kentucky

Construction Type: Building

County: Fayette County in Kentucky.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Modification Number	Publication Date
0	01/06/2012
1	01/13/2012
2	03/16/2012
3	04/06/2012
4	04/13/2012
5	06/01/2012
6	07/06/2012
7	08/10/2012
8	08/17/2012
9	11/09/2012
10	11/23/2012

ASBE0051-001 04/01/2012

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR (Including Duct (Cold/Hot)).....	\$ 24.67	11.08

BRKY0017-008 01/01/2010

	Rates	Fringes
TILE FINISHER.....	\$ 15.42	5.37
TILE SETTER.....	\$ 22.64	6.05

ELEC0369-020 05/30/2012

	Rates	Fringes
ELECTRICIAN.....	\$ 29.32	13.78

ENGI0181-061 06/01/2012

	Rates	Fringes
Operating Engineer: GROUP 1.....	\$ 26.27	13.40

GROUP 2.....	\$ 27.30	13.40
GROUP 3.....	\$ 23.45	13.40
GROUP 4.....	\$ 22.66	13.40

OPERATING ENGINEER CLASSIFICATIONS

GROUP 1 - Bituminous Paver; Elevating Grader; Extendable Boom Forklift; Forklift (Regardless of Lift Height); Backhoe Track; Trackhoe; Motor Scrapper; Bulldozer; Mechanic; Power Blade; Motor Grader; Roller (Bituminous); Core Drill; Concrete Paver; Hoist; Rotary Drill

GROUP 2 - Crane (Including Overhead, Truck, Tower, & Hydraulic); Hoist (1 Drum); Hoisting Engine (2 or more Drums)

GROUP 3 - Form Grader; Roller (Rock); Tractor (50 H.P. & Over); Farm Tractor with attachments (Except Backhoe, Highlift & End Loader); Elevator (when used for hoisting); Hoisting Engineer (1 Drum or Buck Hoist);

GROUP 4 - Roller (Earth); Tractor (Under 50 H.P.); Oiler; Truck Crane Oiler

CRANE WITH BOOM 150 FEET & OVER, INCLUDING JIB SHALL RECEIVE \$.75 ABOVE GROUP 1

ALL CRANES WITH PILING LEADS WILL RECEIVE \$.50 ABOVE GROUP 1 REGARDLESS OF BOOM LENGTH

IRON0070-012 06/01/2012

	Rates	Fringes
IRONWORKER, ORNAMENTAL, REINFORCING, AND STRUCTURAL.....	\$ 26.34	18.58

LABO0189-026 06/01/2012

	Rates	Fringes
LABORER Grade Checker, Mason Tender-Cement/Concrete, Mason Tender-Brick (Hod), Pipelayer, and Screw Operator.....	\$ 20.41	10.09
Landscape Laborer.....	\$ 20.01	10.09

PAIN0238-007 05/01/2012

	Rates	Fringes
PAINTER: Spray.....	\$ 23.10	8.33

PLUM0452-003 11/01/2012

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

PLUM0452-018 11/01/2012

	Rates	Fringes
--	-------	---------

PIPEFITTER, Includes HVAC
 Pipe and Unit Installation.....\$ 30.00 15.47

ROOF0042-009 08/01/2011

Rates Fringes

ROOFER
 Built Up Roof, Metal
 Roofing, Modified Bitumen
 Roof, Rubber Roof, and
 Single Ply Roof.....\$ 26.31 11.82

SFKY0669-003 04/01/2012

Rates Fringes

SPRINKLER FITTER (Fire
 Sprinklers).....\$ 29.55 16.97

SHEE0110-023 12/01/2011

Rates Fringes

SHEET METAL WORKER (Including
 HVAC Duct Installation).....\$ 28.30 16.67

* SUKY2010-111 07/30/2010

Rates Fringes

ASBESTOS WORKER/HEAT & FROST
 INSULATOR.....\$ 16.97 5.35

BRICKLAYER.....\$ 18.00 1.90

CARPENTER (Floor
 Laying-Carpet Only).....\$ 16.63 6.08

CARPENTER (Form Work Only).....\$ 16.92 7.20

CARPENTER, Excludes Form
 Work, and Soft Floor
 Laying-Carpet.....\$ 16.22 0.00

CEMENT MASON/CONCRETE FINISHER...\$ 21.40 0.00

DRYWALL FINISHER/TAPER.....\$ 14.84 0.00

LABORER: Common or General.....\$ 13.61 6.21

LABORER: Mason Tender - Brick...\$ 15.66 0.00

LABORER: Mason Tender -
 Cement/Concrete.....\$ 14.45 0.00

OPERATOR:
 Backhoe/Excavator/Trackhoe.....\$ 19.57 6.41

OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 19.51	5.38
OPERATOR: Highlift.....	\$ 25.00	0.00
PAINTER: Brush and Roller.....	\$ 13.84	3.50
ROOFER: Shake & Shingle Roof....	\$ 12.98	0.00
TRUCK DRIVER: Dump Truck.....	\$ 15.47	2.74

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

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

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

Union Identifiers

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

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

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

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

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

The request should be accompanied by a full statement of the interested party's position and by any information (wage

payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

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

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

=====

END OF GENERAL DECISION

STATE WAGE SCALE

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

Determination No. CR-7-008

Date of Determination: June 27, 2012

PROJECT NO. 034-B-01088-12-7		
__xx__	BLDG	__HH

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

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

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

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

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

BUILDING CONSTRUCTION

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

HIGHWAY CONSTRUCTION

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

HEAVY CONSTRUCTION

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

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

ASBESTOS/INSULATION WORKERS:

BASE RATE	\$24.67
FRINGE BENEFITS	11.51

BOILERMAKERS:

BASE RATE	\$21.75
FRINGE BENEFITS	11.76

BRICKLAYERS:

Bricklayers:

BASE RATE	\$23.58
FRINGE BENEFITS	10.78

Firebrick & Refractory:

BASE RATE	\$24.79
FRINGE BENEFITS	10.82

Sawman & Layman:

BASE RATE	23.83
FRINGE BENEFITS	10.78

CARPENTERS:

Carpenters:

BUILDING

BASE RATE	\$21.23
FRINGE BENEFITS	12.40

Piledrivermen:

BUILDING

BASE RATE	\$21.73
FRINGE BENEFITS	12.40

Carpenters:

HEAVY & HIGHWAY

BASE RATE	\$26.40
FRINGE BENEFITS	13.95

Piledriver:

HEAVY & HIGHWAY

BASE RATE	\$26.65
FRINGE BENEFITS	13.95

Divers:

HEAVY & HIGHWAY

BASE RATE	\$39.98
FRINGE BENEFITS	13.95

CEMENT MASONS:

BASE RATE	\$15.51
FRINGE	.59

ELECTRICIANS:

BASE RATE	\$29.32
FRINGE BENEFITS	13.88

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

LINEMAN:

HEAVY HIGHWAY

BASE RATE	\$30.78
FRINGE BENEFITS	11.33

EQUIPMENT OPERATOR:	HEAVY HIGHWAY	BASE RATE	\$27.52
		FRINGE BENEFITS	10.69
GROUNDSMAN:	HEAVY HIGHWAY	BASE RATE	\$18.23
		FRINGE BENEFITS	8.86

ELEVATOR CONSTRUCTORS:

BASE RATE	\$30.46
FRINGE BENEFITS	8.92

GLAZIERS:

BASE RATE	\$24.15
FRINGE BENEFITS	11.45

IRONWORKERS:

BASE RATE	\$26.34
FRINGE BENEFITS	18.84

LABORERS / BUILDING:

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

BUILDING	*BASE RATE	\$20.01
	FRINGE BENEFITS	10.09

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

BUILDING	*BASE RATE	\$20.41
	FRINGE BENEFITS	10.09

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

BUILDING	*BASE RATE	\$20.61
	FRINGE BENEFITS	10.09

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

BUILDING	*BASE RATE	\$20.71
	FRINGE BENEFITS	10.09

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

BUILDING	*BASE RATE	\$21.21
	FRINGE BENEFITS	10.09

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

BUILDING	*BASE RATE	\$21.51
	FRINGE BENEFITS	10.09

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

LABORERS / HEAVY & HIGHWAY:

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

HEAVY & HIGHWAY	BASE RATE	\$20.81
	FRINGE BENEFITS	10.85

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

HEAVY & HIGHWAY	BASE RATE	\$21.06
	FRINGE BENEFITS	10.85

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

HEAVY & HIGHWAY	BASE RATE	\$21.11
	FRINGE BENEFITS	10.85

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

HEAVY & HIGHWAY	BASE RATE	\$21.71
	FRINGE BENEFITS	10.85

MARBLE, TILE & TERRAZZO:

Finishers:

	BASE RATE	\$16.55
	FRINGE BENEFITS	0.00

Setters:

	BASE RATE	\$22.52
	FRINGE BENEFITS	0.00

MILLWRIGHTS:

BASE RATE	\$24.18
FRINGE BENEFITS	15.67

**OPERATING ENGINEERS / BUILDING:
NCCCO OR OECP CERTIFIED**

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

BUILDING	BASE RATE	\$27.30
	FRINGE BENEFITS	13.40

OPERATING ENGINEERS / BUILDING: CONTINUED

BUILDING CLASS A: Articulating dump, auto patrol, batcher plant, bituminous paver, cableway, central compressor plant, clamshell, concrete mixer (21 cu. ft. or over), concrete pump, crane, crusher plant, derrick, derrick boat, directional boring machine, ditching and trenching machine, dragline, dredge operator, dredge engineer, elevating grader and all types of loaders, forklift (regardless of lift height), GPS systems (on equipment within the classification), hoe type machine, hoist (1 drum when used for stack or chimney construction or repair), hoisting engineer (2 or more drums), laser or remote controlled equipment (within the classification), locomotive, motor scraper, carry-all scoop, bulldozer, heavy duty welder, mechanic, orangepeel bucket, piledriver, power blade, motor grader, roller (bituminous), scarifier, shovel, tractor shovel, truck crane, winch truck, push dozer, highlift, all types of boom cats, self contained core drill, hopto, tow or push boat, a-frame winch truck, concrete paver, gradeall, hoist, hyster, pumpcrete, Ross carrier, boom, tail boom, rotary drill, hydro hammer, mucking machine, rock spreader attached to equipment, scoopmobile, KeCal loader, tower cranes (French, German and other types), hydrocrane, backfiller, gurries, sub-grader, tunnel mining machines including moles, shields, or similar types of tunnel mining equipment:

BUILDING	*BASE RATE	\$26.27
	FRINGE BENEFITS	13.40

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

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

BUILDING	BASE RATE	\$23.45
	FRINGE BENEFITS	13.40

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

BUILDING	BASE RATE	\$22.66
	FRINGE BENEFITS	13.40

OPERATING ENGINEERS / HEAVY HIGHWAY:

NCCCO OR OECP CERTIFIED

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

HEAVY HIGHWAY	BASE RATE	\$27.50
	FRINGE BENEFITS	13.00

OPERATING ENGINEERS / HEAVY HIGHWAY: CONTINUED

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

	BASE RATE	\$26.50
	FRINGE BENEFITS	13.00

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

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

HEAVY & HIGHWAY	BASE RATE	\$24.08
	FRINGE BENEFITS	13.00

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

HEAVY & HIGHWAY	BASE RATE	\$24.46
	FRINGE BENEFITS	13.00

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

HEAVY & HIGHWAY	BASE RATE	\$23.82
	FRINGE BENEFITS	13.00

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

PAINTERS:

Brush, roller & paperhanger:

BASE RATE	\$17.87
FRINGE BENEFITS	9.10

Spray, sandblast, waterblast (4000+ PSI), fireproofing & lead abatement:

BASE RATE	\$18.37
FRINGE BENEFITS	9.10

PLASTERERS:

BASE RATE	\$20.65
FRINGE BENEFITS	5.85

PLUMBERS & PIPEFITTERS:

BASE RATE	\$29.00
FRINGE BENEFITS	15.31

ROOFERS: (Excluding Metal Roofs)

BASE RATE	\$16.65
FRINGE BENEFITS	4.95

SHEETMETAL WORKERS: (Including Metal Roofs)

BASE RATE	\$28.00
FRINGE BENEFITS	13.59

SPRINKLER FITTERS:

BASE RATE	\$29.55
FRINGE BENEFITS	17.22

TRUCK DRIVERS / BUILDING:

Truck Helper and Warehouseman:

BUILDING

BASE RATE	\$19.05
*FRINGE BENEFITS	11.08

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

BUILDING

BASE RATE	\$19.17
*FRINGE BENEFITS	11.08

Driver - over 3 tons, Drivers, Semi-Trailer or Pole Trailer; Dump Trucks, Tandem Axle; Farm Tractor when used to pull building material or equipment:

BUILDING

BASE RATE	\$19.28
*FRINGE BENEFITS	11.08

Drivers, Concrete Mixer Trucks (all types, hauling on job sites only); Truck Mechanics:

BUILDING

BASE RATE	\$19.35
*FRINGE BENEFITS	11.08

Drivers, Euclid and other Heavy Earth Moving Equipment and Low Boy, Winch Truck and A-Frame Truck and Monorail Truck when used to transport building materials, Forklift Truck when used inside warehouse or storage area:

BUILDING

BASE RATE	\$19.45
-----------	---------

*FRINGE BENEFITS 11.08

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

TRUCK DRIVERS / HEAVY HIGHWAY:

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

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

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

TRUCK DRIVERS / HEAVY HIGHWAY: CONTINUED

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

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

3. LABOR/EQUAL EMPLOYMENT OPPORTUNITY INFORMATION PACKAGE

**SPECIAL CONDITIONS
LABOR/EQUAL EMPLOYMENT OPPORTUNITY
INFORMATION PACKAGE**

**FOR
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**

JIM GRAY, MAYOR

LABOR/EEO CONDITIONS INDEX

PROJECT NAME: Carver Community Center Renovation

BID NO. 116-2012

ITEM DESCRIPTION

COMPLIANCE WITH EXECUTIVE ORDER 11246
NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL
OPPORTUNITY (EXECUTIVE ORDER 11246)
REPORTING REQUIREMENTS
PATENT RIGHT REQUIREMENTS
COPYRIGHT REQUIREMENTS
ACCESS TO RECORDS REQUIREMENTS AND RECORD RETENTION
REQUIREMENTS
CONTRACT AWARD RESTRICTIONS TO FOREIGN COUNTRIES
KENTUCKY EQUAL EMPLOYMENT OPPORTUNITY ACT
OTHER FEDERAL REQUIREMENTS
PUBLIC LAW 88-352: TITLE VI OF THE CIVIL RIGHTS ACT OF 1964
COMPLIANCE WITH CLEAN AIR AND WATER ACTS
ENERGY EFFICIENCY REQUIREMENTS
LEAD-BASED PAINT CONSIDERATIONS
POTENTIAL DBE CONTRACTOR'S LIST CONTACT
EQUAL EMPLOYMENT OPPORTUNITY AFFIRMATIVE ACTION
DEBARMENT CERTIFICATION (TO BE COMPLETED AND/OR SIGNED)
REQUIRED CONTRACT PROVISIONS FORM FHWA-1273
FEDERAL WAGE SCALE

COMPLIANCE WITH EXECUTIVE ORDER 11246

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

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

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

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

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

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

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

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

as provided in the said Executive Order or by rule, regulation or order of the President's Committee on Equal Employment Opportunity or as otherwise provided by law.

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

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

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

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

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

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

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

REPORTING REQUIREMENTS

Notice of awarding agency requirements and regulations pertaining to reporting.

A. Preconstruction Conference

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

B. Documents Required of Contractor

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

C. Optional Owner Requirements

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

PATENT RIGHT REQUIREMENTS

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

§ 401.14 STANDARD PATENT RIGHTS CLAUSES

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

Patent Rights (Small Business Firms and Nonprofit Organizations)

A. Definitions

1. "Invention" means any invention or discovery which is or may be patentable or otherwise protectable under Title 35 of the United States Code, or any novel variety of plant which is or may be protected under the Plant Variety Protection Act (7 U.S.C. 2321 et seq.).
2. "Subject invention" means any invention of the **contractor** conceived or first actually reduced to practice in the performance of work under this **contract**, provided that in the case of a variety of plant, the date of determination (as defined in section 41(d) of the Plant Variety Protection Act, 7 U.S.C. 2401(d) must also occur during the period of **contract** performance.
3. "Practical Application" means to manufacture in the case of a composition or product, to practice in the case of a process or method, or to operate in the case of a machine or system; and, in each case, under such conditions as to establish that the invention is being utilized and that its benefits are, to the extent permitted by law or government regulations, available to the public on reasonable terms.
4. "Made" when used in relation to any invention means the conception or first actual reduction to practice such invention.
5. "Small Business Firm" means a small business concern as defined at section 2 of Pub. L. 85-536 (15 U.S.C. 632) and implementing regulations of the Administrator of the Small Business Administration. For the purpose of this clause, the size standards for small business concerns involved in government procurement and subcontracting at 13 CFR 121.3-8 and 13 CFR 121.3-12, respectively, will be used.
6. "Nonprofit Organization" means a university or other institution of higher education or an organization of the type described in section 501(c)(3) of the Internal Revenue Code of 1954 (26 U.S.C. 501(c) and exempt from taxation under section 501(a) of the Internal Revenue Code (25 U.S.C 501 (a)) or any nonprofit scientific or educational organization qualified under a state nonprofit organization statute.

B. Allocation of Principal Rights

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

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

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

D. Conditions When the Government May Obtain Title

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

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

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

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

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

F. Contractor Action to Protect the Government's Interest

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

G. Subcontracts

1. The contractor will include this clause, suitably modified to identify the parties, in all subcontracts, regardless of tier for experimental, developmental or research work to be performed by a small business firm or domestic nonprofit organization. The

subcontractor will retain all rights provided for the contractor in this clause, and the contractor will not, as part of the consideration for awarding the subcontractor, obtain rights in the subcontractor's subject inventions.

2. The contractor will include in all other subcontracts, regardless of tier, for experimental developmental or research work the patent rights clause required by (cite section of agency implementing regulations or FAR).
3. In the case of subcontracts, at any tier, when the prime award with the Federal agency was a contract (but not a grant or cooperative agreement), the agency, subcontractor, and the contractor agree that the mutual obligations of the parties created by this clause constitute a contract between the subcontractor and the Federal agency with respect to the matters covered by the clause; provided, however, that nothing in this paragraph is intended to confer any jurisdiction under the Contract Disputes Act in connection with proceedings under paragraph (J) of this clause.

H. Reporting Utilization of Subject Inventions

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

I. Preference for United States Industry

Notwithstanding any other provision of this clause, the contractor agrees that neither it nor any assignee will grant to any person the exclusive right to use or sell any subject inventions in the United States unless such person agrees that any products embodying the subject invention or produced through the use of the subject invention will be manufactured substantially in the United States. However, in individual cases, the requirement for such an agreement may be waived by the Federal agency upon a showing by the contractor or its assignee that reasonable but unsuccessful efforts have been made to grant licensees that would be likely to manufacture substantially in the United States or that under the circumstances domestic manufacture is not commercially feasible.

J. March-in Rights

The contractor agrees that with respect to any subject invention in which it has acquired title, the Federal agency has the right in accordance with the procedures in 37 CFR 401.6

and any supplemental regulations of the agency to require the contractor, an assignee or exclusive licensee of a subject invention to grant a nonexclusive, partially exclusive, or exclusive license in any field of use to a responsible applicant or applicants, upon terms that are reasonable under the circumstances, and if the contractor, assignee, or exclusive licensee refuses such a request the Federal agency has the right to grant such a license itself if the Federal agency determines that:

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

K. Special Provisions for Contracts with Nonprofit Organizations

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

1. Rights to a subject invention in the United States may not be assigned without the approval of the Federal agency, except where such assignment is made to an organization which has as one of its primary functions the management of inventions, provided that such assignee will be subject to the same provisions as the contractor.
2. The contractor will share royalties collected on a subject invention with the inventor, including Federal employee co-inventors (when the agency deems it appropriate) when the subject invention is assigned in accordance with 35 U.S.C. 202(e) and 37 CFR 401.10;
3. The balance of any royalties or income earned by the contractor with respect to subject inventions, after payment of expenses (including payments to inventors) incidental to the administration of subject inventions, will be utilized for the support of scientific research or education; and
4. It will make efforts that are reasonable under the circumstances to attract licensees of subject invention that are small business firms and that it will give a preference to a small business firm when licensing a subject invention if the contractor determines that the small business firm has a plan or proposal for marketing the invention

which, if executed, is equally as likely to bring the invention to practical application as any plans or proposals from applicants that are not small business firms; provided, that the contractor is also satisfied that the small business firm has the capability and resources to carry out its plan or proposal. The decision whether to give a preference in any specific case will be at the discretion of the contractor. However, the contractor agrees that the Secretary may review the contractor's licensing program and decisions regarding small business applicants, and the contractor will negotiate changes to its licensing policies, procedures, or practices with the Secretary when the Secretary's review discloses that the contractor could take reasonable steps to implement more effectively the requires of this paragraph (K)(4).

1. Communication

(Complete According to Instruction at 401.5(b))

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

- (1) The title of the clause shall be changed to read as follows: Patent Rights to Nonprofit DOE Facility Operators
- (2) Add an "(A)" after "(1)" in paragraph (c)(1) and add subparagraphs (B) and (C) to paragraph (c)(1) as follows:
 - (B) If the subject invention occurred under activities funded by the naval nuclear propulsion or weapons related programs of DOE, then the provisions of this subparagraph (c)(1)(B) will apply in lieu of paragraphs (c)(2) and (3). In such cases the contractor agrees to assign the government the entire right, title, and interest thereto throughout the world in and to the subject invention except to the extent that rights are retained by the contractor through a greater rights determination or under paragraph (e), below. The contractor, or an employee-inventor, with authorization of the contractor, may submit a request for greater rights at the time the invention is disclosed or within a reasonable time thereafter. DOE will process such a request in accordance with procedures at 37 CFR 401.15. Each determination of greater rights will be subject to paragraphs (h)-(k) of this clause and such additional conditions, if any, deemed to be appropriate by the Department of Energy.
 - (C) At the time an invention is disclosed in accordance with (c)(1)(A) above, or within 90 days thereafter, the contractor will submit a written statement as to whether or not the invention occurred under a naval nuclear propulsion or weapons-related program of the Department of Energy. If this statement is not filed within this time,

subparagraph (c)(1)(B) will apply in lieu of paragraphs (c)(2) and (3). The contractor statement will be deemed conclusive unless, within 60 days thereafter, the Contracting Officer disagrees in writing, in which case the determination of the Contracting Officer will be deemed conclusive unless the contractor files a claim under the Contract Disputes Act within 60 days after the Contracting Officer's determination. Pending resolution of the matter, the invention will be subject to subparagraph (c)(1)(B).

3. Paragraph (k)(3) of the clause will be modified as prescribed at § 401.5(g).

§ 401.15 Deferred Determinations

- (a) This section applies to requests for greater rights in subject inventions made by contractors when deferred determination provisions were included in the funding agreement because one of the exceptions at § 401.3(a) was applied, except that the Department of Energy is authorized to process deferred determinations either in accordance with its waiver regulations or this section. A contractor requesting greater rights should include with its request information on its plans and intentions to being the invention to practical application. Within 90 days after receiving a request and supporting information, or sooner if a statutory bar to patenting is imminent, the agency should seek to make a determination. In any event, if a bar to patenting is imminent, unless the agency plans to file on its own, it shall authorize the contractor to file a patent application pending a determination by the agency. Such a filing shall normally be at the contractor's own risk and expense. However, if the agency subsequently refuses to allow the contractor to retain title and elects to proceed with the patent application under government ownership, it shall reimburse the contractor for the cost of preparing and filing the patent application.
- (b) If the circumstances of concerns which originally led the agency to invoke an exception under § 401.3(a) are not applicable to the actual subject invention or are no longer valid because of subsequent events, the agency should allow the contractor to retain title to the invention on the same conditions as would have applied if the standard clause at § 401.14(a) had been used originally, unless it has been licensed.
- (c) If paragraph (b) is not applicable, the agency shall make its determination based on an assessment whether its own plans regarding the invention will better promote the policies and objectives of 35 U.S.C. 200 than will contractor ownership of the invention. Moreover, if the agency is concerned only about specific uses or applications of the invention, it shall consider leaving title in the contractor with additional conditions imposed upon the

contractor's use of the invention for such applications or with expanded government license rights in such applications.

- (d) A determination not to allow the contractor to retain title to a subject invention or to restrict or condition its title with conditions differing from those in the clause at § 401.14(a), unless made by the head of the agency, shall be appealable by the contractor to an agency official at a level above the person who made the determination. This appeal shall be subject to the procedures applicable to appeals under § 401.11 of this part.

§ 401.16 Submissions and Inquiries

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

COPYRIGHT REQUIREMENTS

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

COPYRIGHTS

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

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

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

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

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

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

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

Agency Policy

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

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

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

Suggested steps for grantees

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

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

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

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

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

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

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

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

ACCESS TO RECORDS REQUIREMENTS

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

ACCESS TO RECORDS

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

RECORDS RETENTION REQUIREMENTS

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

CONTRACT AWARD RESTRICTION TO FOREIGN COUNTRIES

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

RESTRICTIONS ON PUBLIC BUILDINGS AND PUBLIC WORKS PROJECTS

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

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

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

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

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

(End of Contract Clause)

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

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

KENTUCKY EQUAL EMPLOYMENT OPPORTUNITY ACT

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

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

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

The Act further provides:

KRS 45.610. Hiring Minorities - Information Required

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

KRS 45.620. Action Against Contractor -- Hiring of Minority Contractor or Subcontractor

1. If any contractor is found by the department to have engaged in an unlawful practice under this chapter during the course of performing under a contract or subcontract

covered under KRS 45.560 to 45.640, the department shall so certify to the contracting agency and such certifications shall be binding upon the contracting agency unless it is reversed in the course of judicial review.

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

KRS 45.630. Termination of existing employee not required, when:

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

KRS 45.640. Minimum Skills

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

OTHER FEDERAL REQUIREMENTS

INTEREST OF CERTAIN FEDERAL OFFICIALS

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

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

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

PROHIBITION AGAINST PAYMENTS OF BONUS OR COMMISSION

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

PUBLIC LAW 88-352: TITLE VI OF THE CIVIL RIGHTS
ACT OF 1964

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

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

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

SECTION 109

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

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

COMPLIANCE WITH THE CLEAN AIR AND WATER ACTS

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

COMPLIANCE WITH AIR AND WATER ACTS

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

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

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

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

ENERGY EFFICIENCY REQUIREMENTS

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

LEAD BASED PAINT

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

POTENTIAL DBE CONTRACTOR'S LIST CONTACT

For a listing of DBE (Disadvantaged Business Enterprise) contractors/subcontractors, please contact:

Division of Central Purchasing
200 E. Main Street, 3rd Floor
Lexington, KY 40507
(859) 258-3326
TDD [hearing impaired only] (859) 258-3606

EQUAL EMPLOYMENT OPPORTUNITY AFFIRMATIVE ACTION POLICY

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

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

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

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

Signature: _____
(Bidding Contractor)

Title: _____

Date: _____

DEBARMENT CERTIFICATION

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

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

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

Firm Name: _____

Project: _____

Printed Name and Title of Authorized Representative:

Signature: _____

Date: _____

FORM FHWA-1273

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

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

ATTACHMENTS

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

I. GENERAL

- 1. These contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendent and to all work performed on the contract by piecework, station work, or by subcontract.
- 2. Except as otherwise provided for in each section, the contractor shall insert in each subcontract all of the stipulations contained in these Required Contract Provisions, and further require their inclusion in any lower tier subcontract or purchase order that may in turn be made. The Required Contract Provisions shall not be incorporated by reference in any case. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with these Required Contract Provisions.

3. A breach of any of the stipulations contained in these Required Contract Provisions shall be sufficient grounds for termination of the contract.
4. A breach of the following clauses of the Required Contract Provisions may also be grounds for debarment as provided in 29 CFR 5.12:
 - Section I, paragraph 2;
 - Section IV, paragraphs 1, 2, 3, 4, and 7;
 - Section V, paragraphs 1 and 2a through 2g.
5. Disputes arising out of the labor standards provisions of Section IV (except paragraph 5) and Section V of these Required Contract Provisions shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor (DOL) as set forth in 29 CFR 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the DOL, or the contractor's employees or their representatives.
6. **Selection of Labor:** During the performance of this contract, the contractor shall not:
 - a. discriminate against labor from any other State, possession, or territory of the United States (except for employment preference for Appalachian contracts, when applicable, as specified in Attachment A), or
 - b. employ convict labor for any purpose within the limits of the project unless it is labor performed by convicts who are on parole, supervised release, or probation.

II. NONDISCRIMINATION

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

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

(42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

- a. The contractor will work with the State highway agency (SHA) and the Federal Government in carrying out EEO obligations and in their review of his/her activities under the contract.
 - b. The contractor will accept as his operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, preapprenticeship, and/or on-the-job training."
2. **EEO Officer:** The contractor will designate and make known to the SHA contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active contractor program of EEO and who must be assigned adequate authority and responsibility to do so.
3. **Dissemination of Policy:** All members of the contractor's staff who are to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual will be taken as a minimum:
- a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.
 - b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.
 - c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minority group employees.

- d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
 - e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.
4. **Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minority groups in the area from which the project work force would normally be derived.
- a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred to the contractor for employment consideration.
 - b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the contractor's compliance with EEO contract provisions. (The DOL has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Executive Order 11246, as amended.)
 - c. The contractor will encourage his present employees to refer minority group applicants for employment. Information and procedures with regard to referring minority group applicants will be discussed with employees.
5. **Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:
- a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

- b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
- c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
- d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with his obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of his avenues of appeal.

6. Training and Promotion:

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

minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the contractor either directly or through a contractor's association acting as agent will include the procedures set forth below:

- a. The contractor will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.
 - b. The contractor will use best efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.
 - c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the SHA and shall set forth what efforts have been made to obtain such information.
 - d. In the event the union is unable to provide the contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The DOL has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the SHA.
8. **Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment.

- a. The contractor shall notify all potential subcontractors and suppliers of his/her EEO obligations under this contract.
 - b. Disadvantaged business enterprises (DBE), as defined in 49 CFR 23, shall have equal opportunity to compete for and perform subcontracts which the contractor enters into pursuant to this contract. The contractor will use his best efforts to solicit bids from and to utilize DBE subcontractors or subcontractors with meaningful minority group and female representation among their employees. Contractors shall obtain lists of DBE construction firms from SHA personnel.
 - c. The contractor will use his best efforts to ensure subcontractor compliance with their EEO obligations.
9. **Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the SHA and the FHWA.
- a. The records kept by the contractor shall document the following:
 - 1. The number of minority and non-minority group members and women employed in each work classification on the project;
 - 2. The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women;
 - 3. The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and
 - 4. The progress and efforts being made in securing the services of DBE subcontractors or subcontractors with meaningful minority and female representation among their employees.
 - b. The contractors will submit an annual report to the SHA each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. If on-the job training is being required by special provision, the contractor will be required to collect and report training data.

III. NONSEGREGATED FACILITIES

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

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

IV. PAYMENT OF PREDETERMINED MINIMUM WAGE

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

1. **General:**

- a. All mechanics and laborers employed or working upon the site of the work will be paid unconditionally and not less often than once a week and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations (29 CFR 3) issued by the Secretary of Labor under

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

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

2. **Classification:**

- a. The SHA contracting officer shall require that any class of laborers or mechanics employed under the contract, which is not listed in the wage determination, shall be classified in conformance with the wage determination.

- b. The contracting officer shall approve an additional classification, wage rate and fringe benefits only when the following criteria have been met:
 - 1. the work to be performed by the additional classification requested is not performed by a classification in the wage determination;
 - 2. the additional classification is utilized in the area by the construction industry;
 - 3. the proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and
 - 4. with respect to helpers, when such a classification prevails in the area in which the work is performed.
- c. If the contractor or subcontractors, as appropriate, the laborers and mechanics (if known) to be employed in the additional classification or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the DOL, Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, D.C. 20210. The Wage and Hour Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- d. In the event the contractor or subcontractors, as appropriate, the laborers or mechanics to be employed in the additional classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. Said Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary
- e. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 2c or 2d of this Section IV

shall be paid to all workers performing work in the additional classification from the first day on which work is performed in the classification.

3. **Payment of Fringe Benefits:**

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

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

a. Apprentices:

1. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the DOL, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice.
2. The allowable ratio of apprentices to journeyman-level employees on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as

stated above, shall be paid not less than the applicable wage rate listed in the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor or subcontractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman-level hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

3. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator for the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

4. In the event the Bureau of Apprenticeship and Training, or a State apprenticeship agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor or subcontractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the comparable work performed by regular employees until an acceptable program is approved.

b. Trainees:

1. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal

certification by the DOL, Employment and Training Administration.

2. The ratio of trainees to journeyman-level employees on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.
 3. Every trainee must be paid at not less than the rate specified in the approved program for his/her level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman-level wage rate on the wage determination which provides for less than full fringe benefits for apprentices, in which case such trainees shall receive the same fringe benefits as apprentices.
 4. In the event the Employment and Training Administration withdraws approval of a training program, the contractor or subcontractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- c. Helpers:
- Helpers will be permitted to work on a project if the helper classification is specified and defined on the applicable wage determination or is approved pursuant to the conformance procedure set forth in Section IV.2. Any worker listed on a

payroll at a helper wage rate, who is not a helper under a approved definition, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.

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

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

6. **Withholding:**

The SHA shall upon its own action or upon written request of an authorized representative of the DOL withhold, or cause to be withheld, from the contractor or subcontractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements which is held by the same prime contractor, as much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the SHA contracting officer may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

7. **Overtime Requirements:**

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers, mechanics, watchmen, or guards (including apprentices, trainees, and helpers described in paragraphs 4 and 5 above) shall require or permit any laborer, mechanic, watchman, or guard in any workweek in which he/she is employed on such work, to work in excess of 40 hours in such workweek unless such laborer, mechanic, watchman, or guard receives compensation at a rate

not less than one-and-one-half times his/her basic rate of pay for all hours worked in excess of 40 hours in such workweek.

8. **Violation:**

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

9. **Withholding for Unpaid Wages and Liquidated Damages:**

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

V. STATEMENTS AND PAYROLLS

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

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

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

2. **Payrolls and Payroll Records:**

a. Payrolls and basic records relating thereto shall be maintained by the contractor and each subcontractor during the course of

the work and preserved for a period of 3 years from the date of completion of the contract for all laborers, mechanics, apprentices, trainees, watchmen, helpers, and guards working at the site of the work.

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

contractor is responsible for the submission of copies of payrolls by all subcontractors.

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

records available may be grounds for debarment action pursuant to 29 CFR 5.12.

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

VII. SUBLETTING OR ASSIGNING THE CONTRACT

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the State. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635).
 - a. "Its own organization" shall be construed to include only workers employed and paid directly by the prime contractor and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor, assignee, or agent of the prime contractor.
 - b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid on the contract as a whole and in general are to be limited to minor components of the overall contract.
2. The contract amount upon which the requirements set forth in paragraph 1 of Section VII is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.
3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the SHA contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the SHA contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the SHA has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

VIII. SAFETY: ACCIDENT PREVENTION

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

IX. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability

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

NOTICE TO ALL PERSONNEL ENGAGED ON FEDERAL-AID HIGHWAY PROJECTS

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

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

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

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

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

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

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

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

1. That any facility that is or will be utilized in the performance of this contract, unless such contract is exempt under the Clean Air Act, as amended (42 U.S.C. 1857 et seq., as amended by Pub.L. 91-604), and under the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Pub.L. 92-500), Executive Order 11738, and regulations in implementation thereof (40 CFR 15) is not listed, on the date of contract award, on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 CFR 15.20.
2. That the firm agrees to comply and remain in compliance with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations and guidelines listed thereunder.
3. That the firm shall promptly notify the SHA of the receipt of any communication from the Director, Office of Federal Activities, EPA, indicating that a facility that is or will be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.
4. That the firm agrees to include or cause to be included the requirements of paragraph 1 through 4 of this Section X in every nonexempt subcontract, and further agrees to take such action as the government may direct as a means of enforcing such requirements.

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

1. **Instructions for Certification - Primary Covered Transactions:**
(Applicable to all Federal-aid contracts - 49 CFR 29)
 - a. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
 - b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

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

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

- h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement portion of the "Lists of Parties Excluded From Federal Procurement or Nonprocurement Programs" (Nonprocurement List) which is compiled by the General Services Administration.
- i. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- j. Except for transactions authorized under paragraph f of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

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

- 1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. Have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public

- transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1b of this certification; and
 - d. Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

2. Instructions for Certification - Lower Tier Covered Transactions:

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

- a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- d. The terms "covered transaction," "debarred," "suspended," "ineligible," "primary covered transaction," "participant," "person," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is

submitted for assistance in obtaining a copy of those regulations.

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

* * * * *

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

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

* * * * *

XII. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:
 - a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making

or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

END OF SECTION

PART VI

CONTRACT AGREEMENT

THIS AGREEMENT, made on the **28th** day of **February, 2013**, by and between **Lexington-Fayette Urban County Government**, acting herein called "OWNER" and **Churchill McGee, LLC**, doing business as ~~*(an individual) (a partnership)~~ (a corporation) located in the City of **Lexington**, County of **Fayette**, and State of **Kentucky**, hereinafter called "CONTRACTOR."

WITNESSETH: That the CONTRACTOR and the OWNER in consideration of **one million ninety four thousand five hundred and twenty Dollars and zero Cents (\$1,094,520.00)** quoted in the proposal by the CONTRACTOR, dated **December 21, 2012**, 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 **Fitzsimons Office of Architecture** for the **Carver Community Center Renovation** project.

2. TIME OF COMPLETION

The time period estimated and authorized by the OWNER for the proper execution of the Work by the Contract, in full, is hereby fixed as two hundred ten (210) calendar days. The time shall begin ten (10) days after the CONTRACTOR is given the Notice to Proceed with the Work.

3. ISSUANCE OF WORK ORDERS

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

4. THE CONTRACT SUM

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

5. PROGRESS PAYMENTS

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

PART VI

CONTRACT AGREEMENT

INDEX

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

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
I	Advertisement for Bids	AB 1 thru 5
II	Information for Bidders	IB 1 thru 15
III	Form of Proposal	P 1 thru 29
IV	General Conditions	GC 1 thru 50
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	

TECHNICAL SPECIFICATIONS

<u>DIVISION OF CONSTRUCTION</u>	<u>PAGES</u>
Table of Contents	2
Division 1 - General Requirements	
010000 Special Requirements	9
010800 General Commissioning Requirements	13
010801 Functional Testing	12
Division 2 - Site Work	
022623 Asbestos Survey of the Existing Building	21
022626 Lead-Based Paint Survey of the Existing Building	19
024113 Selective Demolition	7
028330 Lead-Based Paint Removal and Disposal	8
Division 3 - Concrete	
033000 Cast-In-Place Concrete	13
Division 4 - Masonry	
045215 Masonry Work & Repairs	8
Division 5 - Metals	
055000 Metal Fabrications	6
055133 Metal Ladders	2
055200 Pipe and Tube Railings	7

Division 6 - Carpentry

061000	General Carpentry	6
--------	-------------------	---

Division 7 - Thermal and Moisture Protection

075300	Single Ply Low Slope Membrane Roofing	5
076200	Sheet Metal Flashing and Trim	4
077233	Roof Hatch	3
079000	Joint Sealants	5

Division 8 - Doors and Windows

081100	Hollow Metal Doors and Frames	3
085150	Steel Window Repairs	4
085213	Aluminum Clad Wood Windows	5
085290	Storm Windows	3
087100	Door Hardware	22
088000	Glazing	9

Division 9 - Finishes

099000	Painting	10
--------	----------	----

Plumbing, Mechanical, Electrical

TITLE	INDEX	PAGES
SECTION 220100	GENERAL PROVISIONS FOR MECHANICAL WORK	1 THRU 13
SECTION 220500	COMMON WORK RESULTS FOR MECHANICAL SYSTEMS	1 THRU 9
SECTION 220510	SLEEVING, CUTTING, PATCHING AND REPAIRING	1 THRU 4
SECTION 220529	SUPPORTS AND ANCHORS FOR MECHANICAL PIPING AND EQUIPMENT	1 THRU 5
SECTION 220530	METAL FABRICATIONS AND STRUCTURAL STEEL	1 THRU 6
SECTION 220553	IDENTIFICATION OF MECHANICAL PIPING AND EQUIPMENT	1 THRU 4
SECTION 220600	MECHANICAL SYSTEMS DEMONSTRATION AND TRAINING	1 THRU 4
SECTION 220700	PIPING INSULATION	1 THRU 5
SECTION 221000	PLUMBING AND PIPING VALVES	1 THRU 5

SECTION 230548	VIBRATION ISOLATION	1 THRU 7
SECTION 230593	TEST, ADJUSTING, AND BALANCING FOR HVAC	1 THRU 9
SECTION 230800	COMMISSIONING OF HVAC	1 THRU 4
SECTION 230850	MECHANICAL MAINTENANCE	1 THRU 2
SECTION 230900	INSTRUMENTATION AND CONTROLS FOR HVAC	1 THRU 19
SECTION 232113	HYDRONIC PIPING AND VALVES	1 THRU 4
SECTION 233113	DUCTWORK	1 THRU 7
SECTION 233300	DUCTWORK ACCESSORIES	1 THRU 6
SECTION 233713	AIR DISTRIBUTION DEVICES	1 THRU 4
SECTION 234100	PARTICULATE AIR FILTRATION	1 THRU 4
SECTION 237423	ROOFTOP AIR SOURCE HEAT PUMP WITH REHEAT	1 THRU 12
SECTION 237433	ROOFTOP MAKE-UP AIR HEAT PUMP DEHUMIDIFICATION UNIT	1 THRU 14
SECTION 238136	VARIABLE REFRIGERANT VOLUME SYSTEM	1 THRU 18
SECTION 238239	UNIT HEATERS	1 THRU 5
SECTION 260500	COMMON WORK RESULTS FOR ELECTRICAL	1 THRU 6
SECTION 260510	ELECTRICAL DEMOLITION	1 THRU 2
SECTION 260526	GROUNDING AND BONDING OF ELECTRICAL SYSTEMS	1 THRU 3
SECTION 260533	GENERAL MATERIALS AND INSTALLATION	1 THRU 5
SECTION 262000	ELECTRICAL DISTRIBUTION	1 THRU 2
SECTION 262700	WIRING DEVICES	1 THRU 2

SECTION 275100	COMMUNICATIONS SYSTEMS	1	THRU 6
SECTION 282300	CAMERA SYSTEM	1	THRU 2
SECTION 283111	FIRE ALARM SYSTEM	1	THRU 11

APPENDIX A Standard Drawings

PLAN DRAWINGS –

ES-1	Site Plan
EX-1	Existing Basement Plan
EX-2	Existing First Floor Plan
EX-3	Existing Second Floor Plan
EX-4	Existing Roof Plan
EX-5	Existing Ceiling Plan
A-1	Basement Plan
A-2	First Floor Plan
A-3	Second Floor Plan
A-4	Door Schedule and Details
A-5	Window Schedule and Details
A-6	Exterior Elevations, Ramp, Handrail Details
A-7	Roof Plan
A-8	Roof Details
A-9	Roof Unit Support Details
A-10	Reflected Ceiling Plan
S-1	Roof Structure Modifications
MED1.1	Mech/Electrical Demolition Basement
MED1.2	Mech/Electrical Demolition First Floor
MED1.3	Mech/Electrical Demolition Second Floor
M-1.1	First Floor VRV Plan
M-1.2	Second Floor VRV Plan
M-2.1	First Floor HVAC Plan
M-2.2	Second Floor HVAC Plan
M-2.3	Basement HVAC Plan
M-3.1	HVAC Roof Plan
M-4.1	HVAC Details
M-4.2	HVAC Wiring Diagrams
M-4.3	HVAC Wiring Diagrams
M-4.4	HVAC Schedules
E-1.1	First Floor Electric Plan
E-1.2	Second Floor Electric Plan
E-1.3	Basement Electric Plan

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

(Seal)

Lexington-Fayette Urban County Government.
Lexington, Kentucky

(Owner)

ATTEST:

Meredith Nelson, Deputy
Clerk of the Urban County Council

Debbie Oester

(Witness)

BY: [Signature]
MAYOR

(Title)

(Seal)

Churchill McCabe, LLC

(Contractor)

[Signature]
(Secretary) *NOTARY

BY: [Signature]

Partner

(Title)

Sonya Barbawsk
(Witness)

1315 W. Main St. Lexington, KY 40502
(Address and Zip Code)

IMPORTANT: *Strike out any non-applicable terms.

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

PART VII

PERFORMANCE AND PAYMENT BONDS

1. PERFORMANCE BOND
2. PAYMENT BOND

PART VII

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that

(Name of CONTRACTOR)

(Address of CONTRACTOR)

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

called Principal, and _____
(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

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

hereinafter called "OWNER" in the penal sum of: _____
Dollars, (\$ _____), for the payment of whereof Principal and Surety bind themselves, their heirs,
executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal by written agreement is entering into a Contract with OWNER for
_____ **(project name)** _____ in accordance with drawings and
specifications prepared by: _____ **(the Architect)** _____ which Contract is by reference
made a part hereof, and is hereinafter referred to as the Contract.

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

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

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

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

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

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

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

ATTEST:

(Principal) Secretary

Principal

BY: _____ (s)

(Address)

Witness as to Principal

(Address)

ATTEST:

(Surety) Secretary

Surety

BY: _____
Attorney-in-Fact

(Address)

(SEAL)

Witness as to Surety

(Address)

TITLE: _____
Surety

BY: _____

TITLE: _____

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



PERFORMANCE BOND
The American Institute of Architects,
AIA Document No. A312 (December, 1984 Edition)
Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):
Churchill McGee, LLC
1315-C West Main St.
Lexington, KY 40508
CONSTRUCTION CONTRACT

OWNER (Name and Address):
Lexington-Fayette Urban County Government
200 East Main St.
Lexington, KY 40507
SURETY (Name and Principal Place of Business):
Old Republic Insurance Company
681 Andersen Dr.
Pittsburgh, PA 15220

Date: 02/28/2013
Amount: \$1,094,520.00

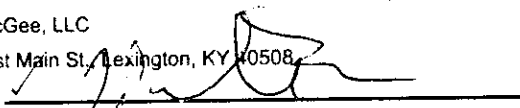
Description (Name and Location): Carver Community Center Renovation Project
Lexington, KY

BOND

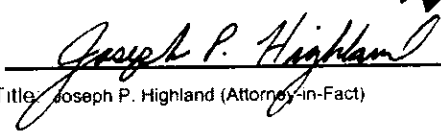
Date (Not earlier than Construction Contract Date): 02/28/2013
Amount: \$1,094,520.00
Modifications to this Bond:

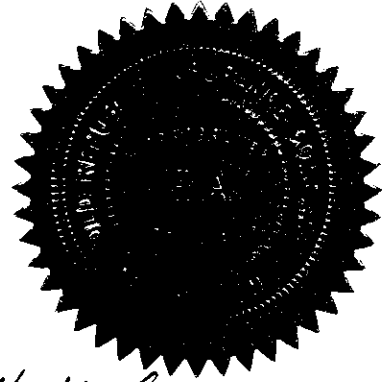
None

CONTRACTOR AS PRINCIPAL

Company (Corporate Seal)
Churchill McGee, LLC
1315-C West Main St., Lexington, KY 40508
Signature: 
Name and Title: J. Patrick McGee (Member)

SURETY

Company
Old Republic Insurance Company
Signature: 
Name and Title: Joseph P. Highland (Attorney-in-Fact)



(Any additional signatures appear on page 2.)
(FOR INFORMATION Only- Name, Address and Telephone)
AGENT or BROKER:

OWNER'S REPRESENTATIVE (Architect, Engineer or other party):

- 1 The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
- 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1
- 3 If there is no Owner Default/ the Surety's obligation under this Bond shall arise after:
 - 3.1 The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default, and
 - 3.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and Surety have received notice as provided in Subparagraph 3.1; and

- 3.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.
- 4 When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - 4.1 Arrange for the Contractor with consent of the Owner, to perform and complete the Construction Contract; or
 - 4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or
 - 4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or

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

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

5 If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its Obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4, and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

6 After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:

- 6.1 The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- 6.2 Additional legal design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4; and
- 6.3 Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

7 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

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

CONTRACTOR AS PRINCIPAL (Corporate Seal)
Company: _____

Address: _____

Name and Title: _____

Signature: _____

accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators or successors.

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

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

10 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.

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

12 DEFINITIONS

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

12.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

12.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.

12.4 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

PART VII

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENT: that

(Name of Contractor)

(Address of Contractor)

a _____, hereinafter
(Corporation, Partnership or Individual)

called Principal, and _____
(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto:

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

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

WHEREAS, Principal by written agreement is entering into a Contract with OWNER for _____ **(project name)** in accordance with drawings and specifications prepared by: _____ **(the Architect)** which Contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

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

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

2. The above named Principal and Surety hereby jointly and severally agree with the OWNER that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The OWNER shall not be liable for the payment of any costs or expenses of any such suit.
3. No suit or action shall be commenced hereunder by any claimant:
 - (a) Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: The Principal, the OWNER, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the Work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the Work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, OWNER, or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.
 - (b) After the expiration of one (1) year following the date on which Principal ceased Work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
 - (c) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project, or any part thereof, is situated, or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.
4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against aid improvement, whether or not claim for the amount of such lien be presented under and against this bond.

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

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

ATTEST:

(Principal)

(Principal) Secretary

(SEAL)

BY: _____(s)

(Address)

(Witness to Principal)

(Address)

(Surety)

ATTEST:

BY: _____
(Attorney-in-Fact)

(Surety) Secretary

(SEAL)

Witness as to Surety

(Address)

(Address)

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

END OF SECTION

PB-7



PAYMENT BOND

The American Institute of Architects, AIA Document No. A312 (December, 1984 Edition). Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

Churchill McGee, LLC
1315-C West Main St.
Lexington, KY 40508

SURETY (Name and Principal Place of Business):

Old Republic Insurance Company

681 Andersen Dr.
Pittsburgh, PA 15220

OWNER (Name and Address):

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

CONSTRUCTION CONTRACT


Date: 02/28/2013
Amount: \$1,094,520.00
Description (Name and Location): Carver Community Center Renovation Project
Lexington, KY

BOND

Date (Not earlier than Construction Contract Date): 02/28/2013
Amount: \$1,094,520.00
Modifications to this Bond: None See Page 2


CONTRACTOR AS PRINCIPAL

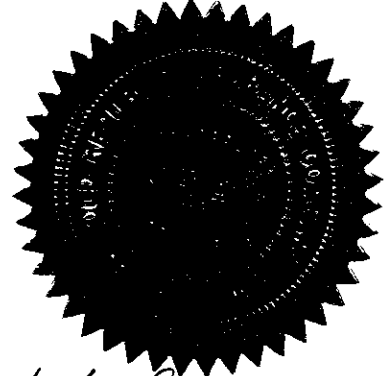
Company: Churchill McGee, LLC (Corporate Seal)
1315-C West Main St., Lexington, KY 40508

Signature: 
Name and Title: J. Patrick McGee (Member)

SURETY

Company: Old Republic Insurance Company

Signature: 
Name and Title: Joseph P. Highland (Attorney-in-Fact)



(Any additional signatures appear on page 2.)

(FOR INFORMATION ONLY—Name, Address and Telephone)
AGENT or BROKER:

OWNER'S REPRESENTATIVE (Architect, Engineer or other party):

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

2 With respect to the Owner, this obligation shall be null and void if the Contractor:

- 2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and
- 2.2 Defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity whose claim, demand, lien or suit is for the payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety, and provided there is no Owner Default.

3 With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.

4 The Surety shall have no obligation to Claimants under this Bond until:

4.1 Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

4.2 Claimants who do not have a direct contract with the Contractor:

- .1 Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and
- .2 Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and
- .3 Not having been paid within the above 30 days, have sent a written notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor

5 If a notice required by Paragraph 4 is given by the Owner to the Contractor or to the Surety, that is sufficient compliance.

6 When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:

6.1 Send an answer to the Claimant, with a copy to the Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.

6.2 Pay or arrange for payment of any undisputed amounts

7 The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

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

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

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

11 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Subparagraph 4.1 or Clause 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this

Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

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

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

15 DEFINITIONS

15.1 Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

15.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

15.3 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

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

(Corporate Seal)

CONTRACTOR AS PRINCIPAL
Company: _____ (Corporate Seal)

SURETY
Company: _____

Signature: _____
Name and Title: _____
Address: _____

Signature: _____
Name and Title: _____
Address: _____



OLD REPUBLIC INSURANCE COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC INSURANCE COMPANY, a Pennsylvania stock insurance corporation, does make, constitute and appoint:

BENJAMIN J. MANN, JOSEPH P. HIGHLAND, JOYCE ANN NOONAN, S. PATRICK BOGGS, OF LEXINGTON, KY

its true and lawful Attorney(s)-in-Fact, with full power and authority, not exceeding \$20,000,000, for and on behalf of the Company as surety, to execute and deliver and affix the seal of the Company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED AN AGGREGATE OF ONE MILLION DOLLARS (\$1,000,000) ----- FOR ANY SINGLE OBLIGATION, REGARDLESS OF THE NUMBER OF INSTRUMENTS ISSUED FOR THE OBLIGATION.

and to bind OLD REPUBLIC INSURANCE COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This document is not valid unless printed on colored background and is multi-colored. This appointment is made under and by authority of the board of directors at a meeting held on May 12, 2010. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC INSURANCE COMPANY on May 12, 2010.

RESOLVED FURTHER, that the chairman, president or any vice president of the Company's surety division, in conjunction with the secretary or any assistant secretary of the Company, be and hereby are authorized and directed to execute and deliver, to such persons as such officers of the Company may deem appropriate, Powers of Attorney in the form presented to and attached to the minutes of this meeting, authorizing such persons to execute and deliver and affix the seal of the Company to bonds, undertakings, recognizances, and suretyship obligations of all kinds, other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds. The said officers may revoke any Power of Attorney previously granted to any such person. The authority of any Power of Attorney granted by any such officer of the Company as aforesaid shall not exceed twenty million dollars (\$20,000,000.00), except (a) bonds required to be filed as open penalty bonds, and (b) bonds filed with any court or governmental authority requiring an unlimited penalty in bonds filed in that court.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company (i) when signed by the chairman, president or any vice president of the Company's surety division and attested and sealed (if a seal be required) by any secretary or assistant secretary; or (ii) when signed by a duly authorized Attorney-in-Fact and sealed with the seal of the Company (if a seal be required).

RESOLVED FURTHER, that the signature of any officer designated above, and the seal of the Company, may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC INSURANCE COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 25TH day of SEPTEMBER, 2012.

OLD REPUBLIC INSURANCE COMPANY

Phyllis M Johnson
Assistant Secretary



Gerald C. Leach
Vice President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 25TH day of SEPTEMBER, 2012, personally came before me, GERALD C. LEACH and PHYLLIS M. JOHNSON to me known to be the individuals and officers of the OLD REPUBLIC INSURANCE COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say, that they are said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said organization.



Kathryn R. Pearson
Notary Public
My commission expires: 9/28/14

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC INSURANCE COMPANY, a Pennsylvania corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

73-3062

Signed and sealed at the City of Brookfield, WI this 28th day of February, 2013



Janet E. Manning
Assistant Secretary

MANN SUTTON AND MCGEE LIMITED



Contract Documents and Specifications

**Carver Community Center Renovation
522 Patterson Street
Lexington, KY**

**LFUCG General Services
Department of Parks
200 East Main St
Lexington, KY 40507**

Bid No. 116-2012

**Prepared by: Fitzsimons Office of Architecture
112 W. Third St.
Lexington, KY 40508
859-243-0838**

**Pyramid Consulting Engineers
432 South Broadway
Lexington, KY 40511
859-253-2459**

**KTA Consulting Engineers
1708 Jaggie Fox
Lexington, KY 40511
859-253-2459**

Technical Specifications Contents

DIVISION OF CONSTRUCTION	PAGES
Table of Contents	2
Division 1 - General Requirements	
010000 Special Requirements	9
010800 General Commissioning Requirements	13
010801 Functional Testing	12
Division 2 - Site Work	
022623 Asbestos Survey of the Existing Building	21
022636 Lead-Based Paint Survey of the Existing Building	19
024113 Selective Demolition	7
028330 Lead-Based Paint Management	8
Division 3 - Concrete	
033000 Cast-In-Place Concrete	13
Division 4 - Masonry	
042515 Masonry Work & Repairs	8
Division 5 - Metals	
055000 Metal Fabrications	6
055133 Metal Ladders	2
055200 Pipe and Tube Railings	7
Division 6 - Carpentry	
061000 General Carpentry	6
Division 7 - Thermal and Moisture Protection	
075300 Single Ply Low Slope Membrane Roofing	5
076200 Sheet Metal Flashing and Trim	4
077233 Roof Hatch	3
079000 Joint Sealants	5
Division 8 - Doors and Windows	
081100 Hollow Metal Doors and Frames	3
085150 Steel Window Repairs	4
085213 Aluminum Clad Wood Windows	5
085290 Storm Windows	3
087100 Door Hardware	22
088000 Glazing	9
Division 9 - Finishes	
099000 Painting	10
<u>Plumbing, Mechanical, Electrical</u>	
Division 22 - Plumbing	
220100 GENERAL PROVISIONS FOR MECHANICAL WORK	13
220500 COMMON WORK RESULTS FOR MECHANICAL SYSTEMS	9
220510 SLEEVING, CUTTING, PATCHING AND REPAIRING	4
220529 SUPPORTS AND ANCHORS FOR MECHANICAL PIPING AND EQUIPMENT	5
220530 METAL FABRICATIONS AND STRUCTURAL STEEL	6
Table of Contents	00100-1

220553	IDENTIFICATION OF MECHANICAL PIPING AND EQUIPMENT	4
220600	MECHANICAL SYSTEMS DEMONSTRATION AND TRAINING	4
220700	PIPING INSULATION	5
221000	PLUMBING AND PIPING VALVES	5
Division 23 - HVAC		
230548	VIBRATION ISOLATION	7
230593	TEST, ADJUSTING, AND BALANCING FOR HVAC	9
230800	COMMISSIONING OF HVAC	4
230850	MECHANICAL MAINTENANCE	2
230900	INSTRUMENTATION AND CONTROLS FOR HVAC	19
232113	HYDRONIC PIPING VALVES	4
233113	DUCTWORK	7
233300	DUCTWORK ACCESSORIES	6
233713	AIR DISTRIBUTION DEVICES	4
234100	PARTICULATE AIR FILTRATION	4
237423	ROOFTOP AIR SOURCE HEAT PUMP WITH REHEAT	12
237433	ROOFTOP MAKE-UP AIR HEAT PUMP DEHUMIDIFICATION UNIT	14
238136	VARIABLE REFRIGERANT VOLUME SYSTEM	18
238239	UNIT HEATERS	5
Division 26 - Electrical		
260500	COMMON WORK RESULTS FOR ELECTRICAL	6
260510	ELECTRICAL DEMOLITION	2
260526	GROUNDING AND BONDING OF ELECTRICAL SYSTEMS	3
260533	GENERAL MATERIALS AND INSTALLATION	5
262000	ELECTRICAL DISTRIBUTION	2
262700	WIRING DEVICES	2
Division 27 - Communications		
275100	COMMUNICATIONS SYSTEMS	6
Division 28 - Electronic Safety and Security		
282300	CAMERA SYSTEM	2
283111	FIRE ALARM SYSTEM	11

SECTION 010000 - Special Requirements

1.1 SECTION INCLUDES:

This Section includes information which supplements the General Conditions:

1. Scope
2. Time for Completion
3. Ordering Materials
4. Storage of Materials
5. Protection of Existing Facilities
6. Project Closeout and Record Drawings.
7. Access to Site and Building
8. Temporary Parking
9. Owner Occupancy
10. Interruption and Protection of Utilities
11. Progress Meetings
12. Work by Owner
13. Field Office
14. Communications Service
15. Staging and Storage
16. Sanitary Facilities
17. Utilities
18. Final Cleaning
19. Substantial Completion, Final Inspections and Subsequent Inspections
20. Divisions of Specifications
21. Disputes
22. Allocation of Work
23. Codes and Ordinances
24. Conduct of Employees
25. Contractor Coordination
26. Cutting and Patching
27. Fire-Smoke Detectors - Existing
28. Submittal Procedure
29. Construction Photographs
30. Proposed Materials and Equipment List
31. Interior Enclosures
32. Progress Cleaning
33. Hazardous Materials

1. SCOPE

- A. Project Description: This project involves renovation repairs for the Carver Community Center. The building is a historic structure and all construction work must take this into consideration. It is a requirement of this project for all work to meet the Department of the Interior's Standards for Rehabilitation. The plans and specifications explain the intention of the restoration work and outline products and procedures, which comply with the Standards for Rehabilitation. The demolition work involves but is not limited to selective demolition of deteriorated materials for replacement. The roof will be replaced; the HVAC system will be replaced; electric power system extended to new HVAC locations; exterior doors will be repaired with some replaced; interior doors, frames and hardware will be selectively replaced, exterior aluminum windows will be replaced; existing cold rolled steel windows will be repaired, reglazed; handrails and guardrails will be replaced at exterior stairs and ramp and limited other renovation work.
- B. Bidders, subcontractors and suppliers, before submitting proposals, shall visit and examine the site to satisfy themselves as to the nature and scope of the existing conditions at the site. The submission of a proposal will be construed as evidence that a visit and examination have been made. Later claims for labor equipment, or materials required for difficulties encountered which could have been foreseen had such an examination been made will not be recognized.

- C. The Work under this contract does not include any items marked N.I.C. on the Drawings (Not In Contract).
- D. It shall be the responsibility of all Contractors and Subcontractors to carefully examine all Drawings, Specifications and Contract Documents pertaining to all phases of the construction in order that Contractor and Subcontractor may foresee all requirements for coordination of their work. Submission of a bid shall be construed as evidence that such an examination has been made. Claims based on unforeseen requirements will not be considered.
- E. Should any error or inconsistency appear in Drawings or Specifications, the Contractor, before proceeding with the work, must make mention of the same to the Architect for proper adjustment, and in no case proceed with the work in uncertainty or with insufficient drawings.
- F. The Contractor and each Subcontractor shall be responsible for verification of all measurements at the building before ordering any materials or doing any work. No extra charge or compensation shall be allowed due to differences between actual dimensions and dimensions indicated on the Drawings. Any such discrepancy in dimensions which may be found shall be submitted to the Architect for his consideration before the Contractor proceeds with the work in the affected areas.
- G. Contractors shall follow sizes in Specification or figures on Drawings, in preference to scale measurements and follow detail drawings in preference to general drawings.

2. TIMES FOR COMPLETION:

- A. Substantial Completion: Subject to the conditions of the General Conditions, the total work to be done under this Construction Contract shall be commenced at the time stipulated in the Work Order to the Contractor and shall be substantially completed within: **210 calendar days** for entire project.
- B. The date of Substantial Completion, to be determined, shall be the date certified by the Architect when the work is sufficiently complete, in accordance with the Contract Documents, so the Owner may conditionally accept, and beneficially occupy and use, all of the facilities provided under this Construction Contract.
- C. Final Completion: Subject to the conditions of the General Conditions, the total work to be done under this Construction Contract shall be fully completed within thirty (30) consecutive calendar days after the Date of Substantial Completion.
- D. The Date of Final Completion shall be the date that the work is complete and all Contract requirements have been fulfilled by the Contractor.

3. ORDERING MATERIALS

- A. Immediately following Award of Contract for this work, Contractor shall determine source of supply for all materials and length of time required for their delivery, including materials of subcontractors, and order shall be placed for such materials based on the project schedule.
- B. If, for any reason, any item specified will not be available when needed and Contractor can show that he has made a reasonably persistent effort to obtain item in question, the Architect is to be notified in writing within 15 days after Contract is signed; otherwise the Contractor will not be excused for delays in securing materials specified and will be held accountable if completion of building is thereby delayed.

4. STORAGE OF MATERIALS

- A. Each Contractor providing materials and equipment shall be responsible for the proper and adequate storage of his materials and equipment, and for the removal of same upon completion of his work. Storage of materials at the site shall be confined to areas within Contract Limits or as otherwise designated by the Owner at the Pre-Construction Conference. Coordinate with Architect. Storage will be limited to the site.

5. PROTECTION OF EXISTING FACILITIES

- A. The General Contractor shall repair and/or replace, at no expense to the Owner, any sections of existing roads, streets, sidewalks, curbs, grassed areas, shrubs, trees, utilities, buildings, automobiles, trucks and other structures or vehicles damaged by reason of work performed under this Contract or incidental thereto, whether by his own forces or by his subcontractors or his material suppliers.

Care should be taken by the Contractor to protect from injury any persons and vehicles that will use the building during construction. The Contractor, at the Construction Conference will outline his proposed procedures of construction, determine degrees of potential dangers and outline protective measures he will take during various construction phases.

- B. Exterior Enclosures. Provide temporary weather-tight closures to exterior openings to protect the interior at all times for all types of weather.
- C. Security. Provide security to protect work and existing facilities from unauthorized entry, vandalism or theft. Verify with Owner the schedule for opening and closing the building.

6. PROJECT CLOSEOUT AND RECORD DRAWINGS

- A. The Owner will furnish one (1) set of blue line prints which the Contractor shall keep on file in the field office. The Contractor shall record on these prints from day to day as the work progresses, all changes and deviations from the contract Drawing, with special emphasis on the exact location of all work concealed from view by offset distances to surface improvements such as building corners, curbs, etc. Entries and notations shall be neat, legible and permanent. These prints shall be delivered to the Architect upon completion of this project. Approval of final payment will be contingent upon compliance with these provisions.
- B. Provide a minimum of three (3) bound final installation, training, operation, maintenance and repair manuals to be turned over to the LFUCG's Project Manager and approved for content by the Owner prior to acceptance of substantial completion.
- C. Manuals provided must be of sufficient detail to enable customer to install, calibrate, train, operate, maintain, service and repair every system, subsystem, and/or piece of equipment installed on or as part of this contract. Manual must contain:
1. Project Title, Project number, Location, dates of submittals, names of Design Consultant, Engineer, Contractor, and Contractor's Subs. Provide phone numbers and addresses for Contractor and Subs.
 2. An Equipment Index that includes vendors name, address, and telephone number for all equipment purchased on the project.

3. Emergency instructions with phone numbers and names of contact persons on warranty items.
 4. All manuals in binders shall be original copies provided by the manufacturer. At minimum these binders must include:

Installation manuals	Calibration manuals
Training manuals	Repair manuals
Service Manual	Parts list
Reviewed shop drawings	
 5. Included in the front of the "Operation and Maintenance Manual" shall be a copy of the Interior and Exterior Finish plan and Schedule listing all finish materials, the manufacturer, the finish color, and the manufacturer's paint number.
- D. Submission of final set of record drawings.
1. The Contractor, on copies of the Contract Documents provided by the contractor, shall submit a Record Set of Drawings indicating all deviations of construction as originally specified in the contract documents. These Record Drawings will compile information from the General Contractor as well as all sub-contractors. The Contractor shall provide a qualified representative to update the Record Set of Drawings as construction progresses.
 2. Approval of the final payment request will be contingent upon compliance with these provisions. The Contractor's Record Set of Drawings shall be delivered to the Design Consultant at their completion so that the Design Consultant may make any changes on the original contract drawings.
7. **ACCESS TO SITE AND BUILDING**
- A. Contact the architect for arrangements to visit the building.
8. **TEMPORARY PARKING**
- A. Parking is limited to street parking.
9. **OWNER OCCUPANCY:**
- A. The site will be occupied during construction.
- B. The contractor shall confine his operations, including delivery and unloading of materials and equipment, to the areas within the designated Contract Limits.
10. **INTERRUPTION AND PROTECTION OF UTILITIES:**
- A. Utilities on the site are not to be interrupted without 48 hour notice to the Owner.
- B. The contractor shall protect all utilities during construction.
11. **PROGRESS MEETINGS**
- A. With the express purpose of expediting construction and providing the opportunity for cooperation of affected parties, meetings may be called which shall be attended by representatives of:

- (1) Project Manager LFUCG
- (2) the Architect and Consultants
- (3) the General Contractor
- (4) all Subcontractors

A location on or near the site will be designated where such meetings will be held. The frequency of meeting shall be twice a month for a formal meeting.

12. WORK BY OWNER

- A. The owner may under take minor construction projects related to this project. The owner will coordinate any projects with the contractor and not disrupt the construction project.

13. FIELD OFFICE

- A. Field office may be set up in one of the existing rooms.

14. COMMUNICATIONS SERVICE

- A. Contractor to arrange for and provide direct on-site communication by telephone during the construction of this project. Cellular phone is acceptable.

15. STAGING AND STORAGE AREA

- A. All staging and storage is to occur within the site limits.

16. SANITARY FACILITIES

- A. Restroom facilities are to be provided by the contractor for his workers and subcontractors. Drinking water shall be provided from an approved safe source, so piped or transported as to be kept clean and fresh and served from single service containers or satisfactory types of sanitary drinking stands or fountains. All such facilities and services shall be furnished in strict accordance with existing governing health regulations.

17. UTILITIES

- A. The Contractor to provide can connect to existing electric service for construction power.
- B. The Contractor to provide can connect to existing water service for construction water.

18. FINAL CLEANING:

- A. Execute prior to final inspection. Clean building according to general conditions final cleaning. The intent is to clean and vacuum the entire building to keep dirt from being drawn into the HVAC system.
- B. Clean interior and exterior surfaces exposed to view.
- C. Clean debris from site, roofs, gutters, downspouts and drainage systems.
- D. Remove waste and surplus materials, rubbish and construction facilities from the site.

19. SUBSTANTIAL COMPLETION, FINAL INSPECTION & SUBSEQUENT INSPECTIONS:

- A. In as much as all parties with and intend to prosecute the work in a diligent and good faith manner, and to complete the work in a timely fashion, the Contractor shall notify the Architect when the Contractor believes he has attained Substantial Completion. Notification shall be made at least five (5) calendar days prior to the date set to the Substantial Completion inspection. The Contractor shall comply with the prerequisite requirements for Substantial Completion as set forth in General Conditions.
- B. Upon receipt of the Contractor's request, the Architect will either proceed with inspection or advise Contractor of prerequisites not fulfilled. Following initial inspection, the Architect will either prepare a certificate of substantial completion, or advise the Contractor of work which must be performed prior to issuance of the certificate of substantial completion. The Architect will repeat the inspection when requested and assure that the work has been substantially completed. Results of the completed inspection will form the initial "punch list" for final acceptance.
- C. The Architect will re-inspect the work upon the receipt of the Contractor's notice that he believes in good faith that except for those items whose completion has been delayed due to circumstances that are acceptable to the Architect, the work has been completed, including punch list items from earlier inspections. Punch List shall be completed within 30 working days or Liquidated Damages can be assessed. Upon completion of re-inspection, the Architect will either recommend final acceptance and final payment, or will advise the Contractor of work not completed or obligations not fulfilled as required for final acceptance by issuance of another punch list. The architect will inspect for punch list completion only twice.
- D. The Contractor, upon completion of all outstanding items set forth on the punch list, shall notify the Architect of the completion of the work. The Architect shall verify completion of the work by an on-site inspection.
- E. If at this final inspection items remain on the punch list the general contractor shall be responsible for the cost of re-inspection by the architect and engineer. The cost is to be determined prior to the inspection but will not be less than hourly amounts noted on the Architect and Owner contract.

20. DIVISION OF SPECIFICATIONS:

- A. Division of Specification into sections is done for convenience of reference and is not intended to control contractors in dividing work among subcontractors or to limit scope of work performed by any trade under any given section.

21. DISPUTES:

- A. Contractor is hereby put on notice that it is his contractual obligation to adjust differences between his several subcontractors. Attempts to have the Architect or Owner settle disputes between Prime Contractor and his subcontractors, will not be given consideration.

22. ALLOCATION OF WORK:

- A. Where certain materials are specified to be installed under various headings, it shall be the responsibility of the General Contractor to reallocate such work under the proper subcontractor if the specification is in conflict with local jurisdiction.

23. CODES AND ORDINANCES:

- A. All branches of the work shown on the Plans or specified, whether specifically mentioned or not, shall be executed in strict compliance with all local or state regulations and codes and shall be in compliance with all national codes, when same have jurisdiction.

24. CONDUCT OF EMPLOYEES:

- A. No Smoking is allowed on the job site.
- B. The Contractor shall post signs conspicuously on the site to prohibit the use or possession of alcoholic beverages by any of his employees while they are on the grounds of this project. The Contractor is responsible for reporting violations of the provisions of KRS 244 to the proper authorities and for taking the necessary action to insure that the intent of this paragraph is carried out

25. CONTRACTOR COORDINATION:

- A. The General Contractor and all Subcontractors shall cooperate and coordinate their work to expedite the progress of the project. All Subcontractors shall review and refer to the Drawings and Specifications of other trades involved with their particular work before proceeding. Any work installed which conflicts with another trade and had not been brought to the attention of the Architect prior to installation shall be removed at no additional expense to the Owner.

26. CUTTING AND PATCHING:

- A. This is a historic building. All craftsmen are to be skilled in working on historic building. Extra time and care is needed to properly selectively demolish and rebuild this project. Matching new materials to the existing will require test patches to be approved before entire work is started. There will be discussion of the construction techniques and methods to make sure that the finished product will meet the required standards.
- B. Employ a skilled and experienced installer to perform cutting and patching; replace materials ONLY if existing materials cannot be restored by splicing, filling and other appropriate restoration procedures.
- C. Fit work tight to adjacent elements. Seal voids and gaps with appropriate sealant as indicated in plans and specifications. Consult the architect for detailing questions.

27. FIRE-SMOKE DETECTORS - EXISTING:

- A. Existing systems are to remain in operation at all times except when construction will cause false alarms. Devise methods to cover and protect existing equipment during construction. Remove to keep system operational while no construction underway.

28. SUBMITTAL PROCEDURES:

- A. Submittal form to identify Project, Contractor, Subcontractor Supplier and pertinent Contract Document Reference Numbers.
- B. Apply Contractor's stamp or signature, certifying that review, verification of products required, field dimensions, adjacent work and coordination of information is in accordance with the requirements of the Work and Contract Documents.
- C. Identify variations from Contract Documents and Product Specifications which may be detrimental to successful performance of the completed work.
- D. Revise and resubmit submittals as required; identify all changes made since

previous submittal.

E. Product Data. Submit the number of copies which the Contractor requires plus two copies to be retained by the Architect/Engineer. Mark each copy to identify applicable product, model, options, etc. Supplement manufacturers' standard data to provide information unique to this project.

F. Samples. Submit samples to illustrate functional and aesthetic characteristics of the product. Submit samples of projects from the full range of manufacturers' standard colors or in custom colors selected, textures, and patterns for Architect/Engineer's selection.

29. CONSTRUCTION PHOTOGRAPHS:

A. Provide digital photographs of all uncovered conditions, and prior to covering any detail of construction.

30. PROPOSED MATERIALS AND EQUIPMENT LIST:

A. Within one hour of bid opening the successful low bidder must submit complete list of major Products proposed for use, with name of manufacturer, trade name, and model number of each Product.

31. INTERIOR ENCLOSURES:

A. Provide interior enclosures to control dust while performing demolition or cutting plaster, concrete, terrazzo, masonry or other material that generates dust.

B. Provide interior enclosures as required by hazardous materials rules and regulations.

32. PROGRESS CLEANING:

A. Maintain areas free of waste materials, debris, and rubbish. Maintain site in a clean and orderly condition.

33. HAZARDOUS MATERIALS:

A. The owner has tested suspect materials in the building and the building surveys are included Sections, 022623 Asbestos Survey of the Existing Building, and 022626 Lead-Based Paint Survey of the Existing Building.

B. The contractor is hereby advised that, due to the age of the existing building, it is possible that hazardous materials, including but not limited to asbestos, asbestos products, or other toxic substances may be present in the building. If any workman encounters any material which he suspects is hazardous or toxic, he shall discontinue work on or near that material and shall immediately advise the Owner. The paint contains lead based paint and shall be treated according to current regulations.

B. The architect and architect's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances.

C. If the work which is to be performed under this contract interfaces in any way with existing components which contain hazardous materials, it shall be the contractor's responsibility to contact the Owner or Owner's environmental consultant regarding the proper means and methods to be utilized in dealing with the hazardous materials.

D. By execution of the contract for construction, the Contractor hereby agrees to bring no claim for negligence, breach of contract, indemnity, or

otherwise against the Architect, his principals, employees, agents, and consultants if such claim in any way would involve the investigation of or remedial work related to hazardous materials in any form at the project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances. The contractor further agrees to defend, indemnify, and hold the Architect and his principals, employees, agents, and consultants harmless from any such claims related to hazardous materials that may be brought by the Contractor's Subcontractors, Suppliers, or other third parties who may be acting under the direction of the Contractor pursuant to this project.

END OF SECTION 010000 - Special Requirements

SECTION 010800

GENERAL COMMISSIONING REQUIREMENTS

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions, apply to this Section.
- B. Owner's Project Requirements and Systems Basis of Design documentation are included by reference.
- C. Commissioning Plan and Appendices.

1.02 SUMMARY

- A. Section includes general requirements that apply to implementation of commissioning without regard to specific systems, assemblies, or components.
- B. Related Sections:
 - 1. Section 010801 - Functional Testing
 - 2. Section 230800 - Commissioning of HVAC System

1.03 DEFINITIONS

- A. Commissioning (Cx): A quality-focused process for enhancing the delivery of a project. The process focuses upon verifying and documenting that the facility and all of its systems and assemblies are planned, designed, installed, tested, operated, and maintained to meet the Owner's Project Requirements.
 - 1. ASHRAE. 2004. *ASHRAE Guideline 0 - The Commissioning Process*. American Society of Heating, Refrigerating, and Air-Conditioning Engineers, Inc. Atlanta, GA.
- B. Commissioning Authority (CA): The designated person, company, agent, or combination thereof identified by the Owner. This entity will lead, plan, schedule, and coordinate the Commissioning Team in implementing the overall Commissioning Process.
 - 1. ASHRAE. 2004. *ASHRAE Guideline 0 - The Commissioning Process*. American Society of Heating, Refrigerating, and Air-Conditioning Engineers, Inc. Atlanta, GA.
- C. Commissioning Plan: A document that outlines the organization, schedule, allocation of resources, and documentation requirements of the Commissioning Process. It includes a schedule of Commissioning Process activities, individual responsibilities, documentation requirements, communication and reporting protocols, and evaluation procedures. This document is updated throughout the project.
 - 1. ASHRAE. 2004. *ASHRAE Guideline 0 - The Commissioning Process*. American Society of Heating, Refrigerating, and Air-Conditioning Engineers, Inc. Atlanta, GA.
- D. Functional Test (FT): A written protocol that defines methods, personnel, and specifications for test conducted on components, equipment, assemblies, systems, and interfaces among systems.

1. ASHRAE. 2004. *ASHRAE Guideline 0 - The Commissioning Process*. American Society of Heating, Refrigerating, and Air-Conditioning Engineers, Inc. Atlanta, GA.

E. **Owner's Project Requirements (OPR).** A written document that details the functional requirements of a project and the expectations of how it will be used and operated. This includes project goals, measurable performance criteria, cost considerations, benchmarks, success criteria, and supporting information. This document is updated throughout the project.

1. ASHRAE. 2004. *ASHRAE Guideline 0 - The Commissioning Process*. American Society of Heating, Refrigerating, and Air-Conditioning Engineers, Inc. Atlanta, GA.

F. **Pre-functional Checklist (PC):** A form used by the Contractor to verify that appropriate components are on-site, ready for installation, correctly installed, and functional. Checklists also include manufacturer's installation start-up and checkout data. The Contractor is responsible for incorporating manufacturer's information into the preliminary checklists provided by the Commissioning Authority.

1. ASHRAE. 2004. *ASHRAE Guideline 0 - The Commissioning Process*. American Society of Heating, Refrigerating, and Air-Conditioning Engineers, Inc. Atlanta, GA.

G. **Systems Basis of Design (SBoD):** A document that identifies the design parameters of a project and how each criterion in the Owner's Project Requirements will be addressed.¹ The document records the concepts, calculations, decisions, and product selections used to meet the Owner's Project Requirements and to satisfy applicable regulatory requirements, standards, and guidelines. The document includes both narrative descriptions and lists of individual items that support the design process. This document is updated throughout the project.

1. ASHRAE. 2004. *ASHRAE Guideline 0 - The Commissioning Process*. American Society of Heating, Refrigerating, and Air-Conditioning Engineers, Inc. Atlanta, GA.

H. **Systems, Subsystems, Equipment, and Components:** Where these terms are used together or separately, they shall mean "as-built" systems, subsystems, equipment, and components.

1.04 COMMISSIONING TEAM

A. During the Construction Phase, members of the Commissioning Team consist of the Owner, Commissioning Authority, Project Manager, Contractor, members appointed by Contractor(s), Architect / Engineer (particularly the mechanical engineer), Mechanical Contractor, TAB representative, Controls Contractor, other installing subcontractors or suppliers of equipment, and Members Appointed by Owner(s).

1. **Members Appointed by Contractor(s):** Individuals, each having the authority to act on behalf of the entity he or she represents, explicitly organized to implement the commissioning process through coordinated action. These members shall consist of, but not be limited to, representatives of Contractor, including Project superintendent and subcontractors, installers, suppliers, and specialists deemed appropriate by the Commissioning Authority.
2. **Members Appointed by Owner(s):** Representatives of the facility user and operation and maintenance personnel.

1.05 OWNER'S RESPONSIBILITIES

- A. Provide the Owner's Project Requirements criteria to the Commissioning Authority for distribution to the Contractor.
- B. Participate in Commissioning Process Meetings.
- C. Assign operation and maintenance personnel and schedule them to participate in Functional Testing activities.
- D. Approve the Systems Basis of Design documentation prepared by Architect / Engineer. Send notice of approval to the Commissioning Authority and Contractor so Systems Basis of Design may be used in developing the Pre-functional Checklists and Functional Performance Tests.

1.06 CONTRACTOR'S RESPONSIBILITIES

- A. Contractor shall assign representatives with expertise and authority to act on its behalf and shall schedule them to participate in and perform commissioning process activities including, but not limited to, the following:
 - 1. Attend Construction Phase Commissioning Conference.
 - 2. Satisfy applicable project Owner's Project Requirements.
 - 3. Attend Commissioning Progress Meetings.
 - 4. Review the Commissioning Plan prepared by Commissioning Authority.
 - 5. Evaluate performance deficiencies identified in test reports and, in collaboration with entity responsible for system and equipment installation, recommend corrective action.
 - 6. Cooperate with the Commissioning Authority for resolution of issues recorded in the Issues and Benefits Log. Resolution of some fashion will occur within one week of finding and notification.
 - 7. Attend Commissioning Team Meetings as scheduled.
 - 8. Integrate and coordinate commissioning process activities with Construction Schedule.
 - 9. Review, accept, and execute Pre-functional Checklists provided by the Commissioning Authority.
 - 10. Complete Pre-functional Checklists as Work is completed.
 - 11. Submit completed Pre-functional Checklists to the Commissioning Authority as Work is completed.
 - 12. Review and accept Functional Test Procedures provided by the Commissioning Authority.
 - 13. Complete Functional Test Procedures, including seasonal and any deferred test procedures.
 - 14. Provide Owner training as directed in equipment specification sections.
 - 15. Provide O&M Manuals as required by the A/E.
- B. For descriptions of these responsibilities reference the Commissioning Plan and Related Sections.

1.07 COMMISSIONING AUTHORITY'S RESPONSIBILITIES

- A. Review the Owner's Project Requirements and Systems Basis of Design.
- B. Organize and lead the Commissioning Team.
- C. Provide Commissioning Plan.
- D. Convene Commissioning Team Meetings.

- E. Review submittals for commissioned equipment.
- F. Provide Project specific Pre-functional Checklists and Functional Test Procedures.
- G. Verify the execution of commissioning process activities using random sampling. The sampling rate may vary from 1 to 100 percent. Verification will include, but is not limited to, equipment submittals, Pre-functional Checklists, training, operating and maintenance data, tests, and test reports to verify compliance with the Owner's Project Requirements. When a random sample does not meet the requirement, the Commissioning Authority will report the failure in the Corrective Action Log.
- H. Prepare and maintain the Issues Tracking Log.
- I. Prepare and maintain a log of completed Pre-functional Checklists.
- J. Verify a sample of systems, assemblies, equipment, and component Pre-functional Checklists.
- K. Witness a sample of systems, assemblies, equipment, and component Functional Tests.
- L. Compile test data, inspection reports, and certificates; include them in the Commissioning Report.
- M. Review commissioned systems operation during Warranty Period.

1.08 SCHEDULING

- A. Contractor shall integrate and coordinate commissioning process activities with Construction Schedule.
- B. All activities relative to commissioning shall be completed by Substantial Completion. Seasonal functional tests may be deferred to the appropriate weather conditions. Anticipated seasonal functional tests are identified in Specification Section 010801 - Functional Testing.
- C. Schedule shall include coordinating the following in addition to Contractor and Commissioning Authority commissioning process activities:
 - 1. Commissioning process activities associated with Owner-Contracted Functional Tests.
- D. Functional Test Procedures may require scheduling of seasonal and deferred functional testing to be performed after the building acceptance period. The Contractor shall be responsible for coordinating seasonal and any deferred functional testing activities with the Commissioning Team.
 - 1. Based on the project's scheduled construction completion date, a list of Functional Test Procedures anticipated to require seasonal testing is included in the Functional Testing Plan in Specification Section 010801 - Functional Testing.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.01 PRE-FUNCTIONAL CHECKLIST CREATION

- A. Pre-functional Checklists consist of Paladin created draft checklists, manufacturer installation, start-up, and checkout data, and important instructional data and procedures not covered in manufacturer field checkout sheets.
- B. Pre-functional Checklist requirements are described in division commissioning sections. A sample Pre-functional Checklist form is attached to this Specification. The CA shall distribute Pre-functional Checklist drafts after submittal reviews are complete.
- C. A sample Pre-functional Checklist is included as an attachment to this specification.
- D. The following process will be used for this project to develop and approve the Pre-functional Checklists.
 - 1. Those executing the checklists are only responsible to perform items that apply to the specific application at hand. These checklists do not take the place of the manufacturer's recommended checkout and start-up procedures or report. There may be redundancy between checklist procedures and typical factory field checkout sheets. Double documentation is required in those cases.
 - 2. The CA transmits draft Pre-functional Checklists to the General Contractor who designates which trade or sub-contractor is responsible to fill out each line item (mark in the "Contr" column).
 - 3. The General Contractor then transmits the draft Pre-functional Checklist(s) to the responsible Sub-contractors.
 - 4. The Sub-contractor designated to execute the Pre-functional Checklists obtains manufacturer installation, start-up and checkout data, including actual field checkout sheets used by the field technicians.
 - 5. The Sub-contractor copies all pages with important instructional data and procedures (not covered in manufacturer field checkout sheets) from the start-up and checkout manuals and adds a signature line in the column by each procedure.
 - 6. The Sub-contractor transmits the full Pre-functional Checklists to the General Contractor.
 - 7. The General Contractor transmits the full Pre-functional Checklists to the CA for review and approval.
 - 8. The CA reviews and approves the Pre-functional Checklists and the format for documenting them, noting any procedures that need to be added, and conveys to the General Contractor.
 - 9. The General Contractor transmits the full Pre-functional Checklists to the Sub-contractors for their review and use.

3.02 EXECUTION OF PRE-FUNCTIONAL CHECKLISTS

- A. The Pre-functional Checklists are directed and executed by the Sub-contractor or vendor for 100% of all commissioned equipment and systems.
- B. The CA will verify a portion of these checklists as identified in the Division Specifications for commissioned equipment.
- C. Four (4) weeks prior to startup, the Sub-contractors and vendors schedule startup and initial checkout with the General Contractor and CA.
- D. The Subs shall provide Pre-functional Checklists to the General Contractor for review by the CA at least three (3) weeks prior to the performance of the associated test. Subject to conformance with the specifications and project schedule, the CA will approve the Pre-functional Checklists.

- E. The Sub-contractors shall execute the Pre-functional Checklists and record the test results. To document the process of startup and checkout, the site technician performing the line item task shall initial and date each paragraph of procedures in the "Pre-functional Checklist" and check off items on the pre-functional and manufacturer field checkout sheets as they are completed. Only individuals having direct knowledge of a line item being completed shall check or initial the forms.
- F. Within one (1) week after completion of start-up tests, the Sub-contractors shall forward the applicable test results to the General Contractor for review by the CA. The CA will approve or disapprove the test results based on methods, results, and completeness of the specific data collected.

3.02 FUNCTIONAL TESTING

- A. A Functional Testing Plan, Functional Testing requirements, and a sample Functional Test form are located in Specification Section 010801. The CA will prepare and finalize the tests with information such as: change orders, updated points list, control sequences and setpoints, input from contractors, and input from the A/E.

3.03 OWNER TRAINING

- A. Reference equipment specification sections for owner training requirements.

END OF SECTION 010800

**Sample Pre-functional Checklist
 Air Handling Unit**

Project:		Date:
Eng. File No:		
Ground Floor <input type="checkbox"/> Second Floor <input type="checkbox"/> Third Floor <input type="checkbox"/> Fourth Floor <input type="checkbox"/>		
Equipment Location: Roof <input type="checkbox"/> Lower Level <input type="checkbox"/>		
Equipment Tag: AHU-		Room #:
Area(s) Served:		
Components Include:	Supply Fan	Return Fan
VFDs	Economizer	Pre-Filters
Cooling Coil	Heating Coil	Humidifier
Air Blender	Final Filters	Duct Connections

SUBMITTAL / APPROVALS

- 1. Submittal.** The above equipment and systems integral to them are complete and ready for functional testing. The checklist items are complete and have been checked off only by parties having direct knowledge of the event. This Pre-functional Checklist is submitted for approval, subject to an attached list of outstanding items yet to be completed.
 ___ List attached.
- 2. Party completing this form and witnessing testing:**
- 3. Approvals.** This completed Pre-functional Checklist has been reviewed. Its completion is approved with the exceptions noted below.

_____ Commissioning Authority	_____ Date	_____ Owner's Representative	_____ Date
----------------------------------	---------------	---------------------------------	---------------

ASSOCIATED CHECKLISTS

The listed Associated Checklists reference equipment and systems that interface with this equipment. These Associated Checklists may be of assistance in completing this Pre-functional Checklist.

Associated Checklists					
Constant-Speed Pumps	<input type="checkbox"/>	Variable Frequency Drive	<input type="checkbox"/>	Facility Management System	<input type="checkbox"/>
Steam Traps	<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>
Comments:					

DOCUMENTATION REQUIREMENTS

Requested documentation submitted	Rec'd
Manufacturer's cut sheets	<input type="checkbox"/>

Performance data	<input type="checkbox"/>
Installation and startup manual and plan	<input type="checkbox"/>
O&M manuals	<input type="checkbox"/>
Factory test results	<input type="checkbox"/>
Sequences and control strategies	<input type="checkbox"/>
Warranty certificate	<input type="checkbox"/>
Comments:	

MODEL VERIFICATION

AHU Information			
AHU Tag		AHU Location	
System		Service Area	
Manufacturer		Capacity (Cooling)	
Model Number		Volts/Phase Rating	
Serial Number		CFM	
Comments:			

Cabinet and General Installation			
Check if Acceptable; Provide comment if unacceptable		Field Note #	Reference
1. Cabinet and general installation.	<input type="checkbox"/>		
2. Permanent labels affixed, including for fans.	<input type="checkbox"/>		
3. Casing condition good: no dents, leaks, door gaskets installed.	<input type="checkbox"/>		
4. Access doors close tightly - no leaks.	<input type="checkbox"/>		
5. Connection between duct and unit tight and in good condition.	<input type="checkbox"/>		
6. Vibration isolation equipment installed and shipping blocks removed.	<input type="checkbox"/>		
7. Maintenance access acceptable for unit and components.	<input type="checkbox"/>		
8. perforated liner installed in correct locations, in accordance with specs.	<input type="checkbox"/>		
9. Thermal insulation properly installed and according to specification.	<input type="checkbox"/>		
10. Instrumentation installed according to specification (thermometers, pressure gages, flow meters, etc.).	<input type="checkbox"/>		
11. Clean up of equipment completed per contract documents.	<input type="checkbox"/>		
12. Air blenders and diffuser plate installed in proper location and blades not damaged or bent.	<input type="checkbox"/>		
13. Filters installed and replacement type and efficiency permanently affixed to housing. DP Indicators installed.	<input type="checkbox"/>		
Comments:			
Humidifier			

1. Pipe fittings complete and pipes properly supported.	<input type="checkbox"/>		
2. Pipes properly labeled.	<input type="checkbox"/>		
3. Pipes & Traps properly insulated.	<input type="checkbox"/>		
4. Strainers in place & screens installed.	<input type="checkbox"/>		
5. Humidifier & steam traps functioning properly.	<input type="checkbox"/>		
6. No air by-passing distributors.	<input type="checkbox"/>		
7. Headers and condensate returns installed with proper pitch.	<input type="checkbox"/>		
8. Valves properly labeled.	<input type="checkbox"/>		
9. Valves installed in proper direction & per contract documents.	<input type="checkbox"/>		
10. Operating & hi limit humidity sensors located in proper location.	<input type="checkbox"/>		
11. Design steam pressure available at unit.	<input type="checkbox"/>		
Comments:			
Pre-heat Valve, Piping, and Coil			
1. Pipe fittings complete and pipes properly supported.	<input type="checkbox"/>		
2. Pipes properly labeled.	<input type="checkbox"/>		
3. Pipes properly insulated.	<input type="checkbox"/>		
4. Strainers in place and clean, blowdown installed.	<input type="checkbox"/>		
5. Piping system properly flushed.	<input type="checkbox"/>		
6. No leaking apparent around fittings.	<input type="checkbox"/>		
7. All coils are clean and fins are in good condition.	<input type="checkbox"/>		
8. Valve properly labeled.	<input type="checkbox"/>		
9. Valve installed in proper direction.	<input type="checkbox"/>		
10. Hot water supply and Return temperature instrumentation properly installed and located.	<input type="checkbox"/>		
11. Test plugs (P/T), air vents, drain and isolation valves installed per drawings.	<input type="checkbox"/>		
Comments:			
Chilled Water Valve, Piping, and Coil			
1. Pipe fittings complete and pipes properly supported.	<input type="checkbox"/>		
2. Pipes properly labeled.	<input type="checkbox"/>		
3. Pipes properly insulated.	<input type="checkbox"/>		
4. Strainers in place and clean, blowdown installed.	<input type="checkbox"/>		
5. Piping system properly flushed.	<input type="checkbox"/>		
6. No leaking apparent around fittings.	<input type="checkbox"/>		
7. All coils are clean and fins are in good condition.	<input type="checkbox"/>		
8. All condensate drain pans clean and slope to drain, traps installed per spec.	<input type="checkbox"/>		
9. Valves properly labeled.	<input type="checkbox"/>		

10. Valves installed in proper direction.	<input type="checkbox"/>		
11. Chilled water supply and Return temperature instrumentation properly installed and located.	<input type="checkbox"/>		
12. Test plugs (P/T), air vents, drain and isolation valves installed per drawings.	<input type="checkbox"/>		
Comments:			
Supply Fan			
1. Fan and motor alignment correct.	<input type="checkbox"/>		
2. Fan belt tension and condition good.	<input type="checkbox"/>		
3. Fan protective shrouds for belts in place and secure.	<input type="checkbox"/>		
4. Fan area clean.	<input type="checkbox"/>		
5. Fan and motor properly lubricated.	<input type="checkbox"/>		
Comments:			
Return Fan			
1. Fan and motor alignment correct.	<input type="checkbox"/>		
2. Fan belt tension and condition good.	<input type="checkbox"/>		
3. Fan protective shrouds for belts in place and secure.	<input type="checkbox"/>		
4. Fan area clean.	<input type="checkbox"/>		
5. Fan and motor properly lubricated.	<input type="checkbox"/>		
Comments:			
Pre-Filters			
1. Filters installed and efficiencies match schedule.	<input type="checkbox"/>		
2. Filters clean and tight fitting to filter frame.	<input type="checkbox"/>		
3. Filter pressure differential measuring device installed and functional.	<input type="checkbox"/>		
4. Access doors seal and close tightly.	<input type="checkbox"/>		
Comments:			
Final-Filters			
1. Filters installed and efficiencies match schedule.	<input type="checkbox"/>		
2. Filters clean and tight fitting to filter frame.	<input type="checkbox"/>		
3. Filter pressure differential measuring device installed and functional.	<input type="checkbox"/>		
4. Access doors seal and close tightly.	<input type="checkbox"/>		
Comments:			
Duct Connections			
1. Sound attenuators installed.	<input type="checkbox"/>		
2. Duct joint sealant properly installed.	<input type="checkbox"/>		
3. No apparent severe duct restrictions.	<input type="checkbox"/>		
4. Turning vanes in square elbows as per drawings.	<input type="checkbox"/>		
5. OSA intakes located away from pollutant sources & exhaust outlets.	<input type="checkbox"/>		

6. Pressure leakage tests completed.	<input type="checkbox"/>		
7. Branch duct control dampers operable.	<input type="checkbox"/>		
8. Ducts cleaned as per specifications.	<input type="checkbox"/>		
9. Balancing dampers installed as per drawings and TAB's site visit.	<input type="checkbox"/>		
10. Smoke and fire dampers installed properly per contract docs (proper location, access doors, appropriate ratings verified).	<input type="checkbox"/>		
Comments:			
Economizer			
1. Return Air, Relief Air, and Outside Air Dampers and actuators are installed and operate freely.	<input type="checkbox"/>		
2. Dampers seal tightly when closed and do not allow bypass air.	<input type="checkbox"/>		
3. Actuators are secure and linkages are tight.	<input type="checkbox"/>		
4. All control and power wiring to actuators are complete.	<input type="checkbox"/>		
5. Actuators are labeled and match control system labels.	<input type="checkbox"/>		
Comments:			
Electrical and Controls			
1. Power disconnects located within site of the unit it controls and labeled.	<input type="checkbox"/>		
2. All electric connections tight.	<input type="checkbox"/>		
3. Grounding installed for components and unit.	<input type="checkbox"/>		
4. Safeties installed and operational.	<input type="checkbox"/>		
5. Starter overload breakers installed and correct size	<input type="checkbox"/>		
6. All control devices and wiring complete.	<input type="checkbox"/>		
7. Control system interlocks connected and functional.	<input type="checkbox"/>		
8. Smoke detectors in place and wiring complete.	<input type="checkbox"/>		
Comments:			
Supply Fan VFD			
1. Drive location not subject to excessive temperatures, moisture, or dirt	<input type="checkbox"/>		
2. Drive size matches motor size.	<input type="checkbox"/>		
3. Permanent label affixed and UL stamp approved.	<input type="checkbox"/>		
4. VFD interlocked to control system.	<input type="checkbox"/>		
5. Operation checked in HAND, OFF, and AUTO. As applicable operation also checked in BYPASS.	<input type="checkbox"/>		
6. Where applicable, ensure safeties are active in all modes.	<input type="checkbox"/>		
7. VFD powered (wired to controlled equipment).	<input type="checkbox"/>		
8. VFD Checklist completed (see 23.02)	<input type="checkbox"/>		
Comments:			
Return Fan VFD			

1. Drive location not subject to excessive temperatures, moisture, or dirt	<input type="checkbox"/>		
2. Drive size matches motor size.	<input type="checkbox"/>		
3. Permanent label affixed and UL stamp approved.	<input type="checkbox"/>		
4. VFD interlocked to control system.	<input type="checkbox"/>		
5. Operation checked in HAND, OFF, and AUTO. As applicable operation also checked in BYPASS.	<input type="checkbox"/>		
6. Where applicable, ensure safeties are active in all modes.	<input type="checkbox"/>		
7. VFD powered (wired to controlled equipment).	<input type="checkbox"/>		
8. VFD Checklist completed (see 23.02)	<input type="checkbox"/>		
Comments:			
Sensors and Gages			
1. Temperature, pressure, and flow gages and sensors installed.	<input type="checkbox"/>		
2. Piping gages, BMS, and associated panel temperature and pressure readouts match.	<input type="checkbox"/>		
Comments:			
TAB			
1. TAB data has been spot checked.	<input type="checkbox"/>		
Comments:			

MANUFACTURER'S INSTALLATION INSTRUCTIONS

(Link to file.)

OPERATIONAL CHECK TEAM

Name	Date	Name	Date
------	------	------	------

Operational Checks			
<i>These augment manufacturer's list. This is not Functional Testing.</i>			
Check if Acceptable; Provide comment if unacceptable		Field Note #	Reference
1. Supply fan rotation correct (If VFD, check rotation in bypass and VFD Inverter mode).	<input type="checkbox"/>		
2. Fans exhibit no unusual noise or vibration.	<input type="checkbox"/>		
3. Inlet damper aligned in housing, actuator spanned, closes smoothly and on input signal from EMS.	<input type="checkbox"/>		
4. All dampers (OSA, RA, EA, etc.) stroke fully without binding and spans calibrated and BMS reading site verified.	<input type="checkbox"/>		
5. Valves stroke fully and easily and spanning is calibrated.	<input type="checkbox"/>		
6. Valves verified to not be leaking through coils, humidifier, etc. when closed at normal operating pressure.	<input type="checkbox"/>		
7. Specified point-to-point checks have been completed and documentation record submitted for this system.	<input type="checkbox"/>		

8. Condensate Traps are operating properly.	<input type="checkbox"/>		
9. Steam Traps are operating properly.	<input type="checkbox"/>		
10. Vapor Trail being absorbed within available distance.	<input type="checkbox"/>		
Comments:			

SENSOR AND ACTUATOR CALIBRATION

The following field-installed temperature, relative humidity, CO, CO2 and pressure sensors and gages, and all actuators (dampers and valves) on this piece of equipment were calibration checked.

Sensor or Actuator & Location	Location OK	1st Gage or BMS Value	Instr. Measured Value	Final Gage or BMS Value	Pass?
					<input type="checkbox"/>

Gage reading = reading of the permanent gage on the equipment.

FMS = Facility Management System

Instr. = Testing instrument

Visual = Actual observation

The Contractor's own sensor check-out sheets may be used in lieu of the above, if the same recording fields are included and the referenced procedures are followed.

INSTRUMENTATION REFERENCES

(Link to file.)

FIELD NOTES

Note #	Equip Tag	Corrected	Issue

END OF PRE-FUNCTIONAL CHECKLIST

SECTION 010801
FUNCTIONAL TESTING

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions, apply to this Section.
- B. Owner's Project Requirements and Systems Basis of Design documentation are included by reference.
- C. Commissioning Plan and Appendices.

1.02 SUMMARY

- A. Section includes:
 - 1. Functional Testing of systems.
 - 2. Documentation of Functional Tests.
 - 3. Acceptance criteria.
- B. Scope.
 - 1. This section describes Functional Testing (FT) procedures and requirements. It describes the Construction Manager's and Sub-contractors' requirements for supporting the Commissioning Authority (CA) with functional testing of systems. The section also identifies the level to which systems and equipment will be tested in order to be accepted by the Owner.
- C. Related Sections:
 - 1. Section 010800 - General Commissioning Requirements.
 - 2. Section 230800 - Commissioning of HVAC System
 - 3. Select Division 23 HVAC Specifications

1.03 DEFINITIONS

- A. Refer to Section 010800 - General Commissioning Requirements.

1.04 FUNCTIONAL TESTING

- A. Overview.
 - 1. Functional testing is the dynamic testing of systems (rather than just components) under full operation. Systems are tested under various modes and are run through all of the control system's sequences of operation and components are verified to be responding as the sequences state.

2. The CA develops the Functional Test Procedures and monitors the actual testing. Due to equipment warranties, the installing contractor or vendor manipulates the controls or equipment as described in the tests.
- B. Functional Test Procedures.
1. This Specification contains the functional test criteria, Functional Test Plan, and a sample Functional Test. The CA will develop final tests with information such as: change orders, updated points list, control sequences and setpoints, input from contractors, and input from the A/E.
 2. Functional testing and verification may be achieved by manual testing (persons manipulate the equipment and observe performance) or by monitoring the performance and analyzing the results using the control system's trend log capabilities or by stand-alone dataloggers. The CA follows the Specifications and uses judgment where needed to determine which method is most appropriate.
 3. The CA reviews Owner-contracted, factory, or required Owner acceptance tests and determines what further testing may be required to comply with the Specifications. Redundancy is minimized.
 4. The following procedures will be used for this project for the development and approval of Functional Test Procedures:
 - a. The CA develops Functional Test (FT) Procedures. This Specification is the basis for the Functional Tests. The CA transmits the FT Procedures to the Construction Manager (CM) and copies the Project Manager (PM).
 - b. The CM transmits the FT Procedures to the responsible Sub-contractors (Subs) for their review.
 - c. The designated Subs review the FT Procedures for feasibility, safety, warranty, and equipment protection. The Subs shall comment and update the FT Procedures as required and forward the FT Procedures to the CM.
 - d. The CM forwards the updated FT Procedures to the CA, Architect, Engineer, and PM for review and approval prior to execution.
 - e. The CA, Architect, Engineer, and PM review and approve the FT Procedures and convey approval to the CM.
 - f. The CM schedules testing with the CA and Subs. The CA will bring FT Procedures and walk through the tests with a Sub representative knowledgeable in the systems, their installation, and their control.
- C. Execution of Functional Test Procedures.
1. The CA organizes and directs the Functional Test Procedures.
 2. The Subs perform the Functional Test Procedures and the CA records test results.
 3. The CA monitors and witnesses the functional testing of commissioned equipment and systems.

4. Four (4) weeks prior to functional testing, the Subs schedule the functional tests with the CM and CA.
 5. The Subs shall provide their reviews of the Functional Test Procedures created by the CA to the CM for review by the CA, A/E, and PM at least three (3) weeks prior to the performance of the associated test. Subject to conformance with the Specifications and Commissioning Plan, the CA, A/E, and PM will approve the Functional Test Procedures.
- D. Test Documentation.
1. The CA will conduct and/or witness tests. The CA will record all test results on the forms developed for testing. CA will "Pass" or "Fail" the testing and record the date and time for the test. Deficiencies shall be clearly indicated when the test is failed. When all related testing is completed successfully, CA shall recommend acceptance of the system or component.
- E. Deficiencies and Re-Testing: When deficiencies are identified during testing, depending on their extent or magnitude, they can be corrected during the test and the testing can continue to successful completion. More significant deficiencies will require the failure of the test and re-testing.
- F. Sampling: Some types of identical equipment (such as terminal devices) will be tested using a sampling strategy. The sample percentage is indicated in the generic FT provided elsewhere in this Section.
- G. Opposite Season Testing: If directed by the CA, testing procedures shall be repeated and/or conducted as necessary during appropriate seasons. Opposite season testing will be required where scheduling prohibits thorough testing in all modes of operation.
- H. Approval: The CA and A/E will review and approve or disapprove the test results based on methods, results and completeness of the specific data collected.

1.05 FUNCTIONAL TEST ACCEPTANCE CRITERIA

- A. The acceptance criteria shall be as follows unless more specifically indicated within individual tests. CA may exercise professional judgment to relax requirements and pass tests and recommend approval when appropriate.
1. Capacity and/or equipment performance will generally be as specified +/- 5%.
 2. Efficiency where specifically indicated in the documents will be +/- 5%. When inferred from manufacturer's catalog data, criteria will be +/- 10%.
 3. Balancing-related criteria will be +/- 5% for water and +/- 10% for air.
 4. Accuracy/repeatability on sensing devices will be as specified for the device. CA and TAB will use calibrated gauges for independent validation and use judgment in passing or failing the devices. In many cases, the coordination of multiple related sensors is more important than absolute accuracy.
 5. Loop response and setpoint deviation criteria will be as specified in Division 23.

6. HVAC sequence-related criteria will be as explicitly specified in the documents and as interpreted by the CA. Code required sequencing shall be per the applicable code.
 7. System sequences shall be as required by the approved shop drawings.
 8. Motor phase imbalance: shall be no more than 2% (Amps and Volts.)
 9. Noise Levels:
 - a. Occupied spaces: Noise levels shall be as recommended in the design documents or the most current version of the ASHRAE standards for the applicable occupancy when design requirements are not specified.
 10. Indoor Environmental Parameters (T, RH, CO₂, VOC): As indicated by the design documentation or as recommended in the most current version of the ASHRAE Handbooks for the applicable occupancy.
 11. Air Pressurization: As indicated by the design documentation or as indicated in ASHRAE 90.1-2004 and associated standards. Smoke/shaft pressurization shall be as required by NFPA to maintain maximum door opening forces and restrict the passage of smoke.
 12. Indoor Lighting Levels: As indicated by the design documentation.
 13. Electrical Systems: Shall be in accordance with manufacturers' recommendations of individual components and devices, NFPA 70B and International Electrical Testing Association (NETA) testing specifications NETA ATS-Latest Version.
 14. Inter-system interfaces and coordination: As specified and generally to ensure safe, reliable, and robust operation.
- B. Max Failure Limit and Sample Percentages: A Maximum Failure Limit is indicated along with the Sampling Percentages. The Max Failure Limit indicates the maximum percentage of the tested devices that may have any test that fails before an entirely new sample must be tested. This is based on the concept that if many failures occur, it is a result of inadequate start-up by the Contractor. When the maximum number of failures is reached, testing on that sample will be terminated and re-testing will be scheduled.
1. If no Max Failure Limit is indicated, all tested samples must pass (Max Failure Limit = 0%).
 2. Where sample tests involve multiple systems (i.e. checking strainers on different hydronic systems) the Max Failure Limit will apply per system.
 3. The responsible Contractors shall redo the start-up/TAB for the applicable devices and systems.
 4. All work necessitated by sample failures shall be at no cost to the Owner.
 5. Regardless of whether the Maximum Failure Limit is reached, the Contractor is responsible for correcting all deficiencies identified during the testing.

PART 2 - PRODUCTS

2.01 INSTRUMENTATION

- A. General: All testing equipment shall be of sufficient quality and accuracy to test and/or measure system performance within the specified tolerances. All equipment shall be calibrated according to manufacturer's recommended intervals. Calibration tags shall be affixed or certificates readily available. Supplier of instrumentation shall submit the calibration certificates along with the start-up documentation.
 - 1. Standard Testing Instrumentation: Standard instrumentation normally used for performance assessment and diagnosis will be provided by the CA for tests being exclusively performed by the CA, for all other tests provided by the Contractor.
- B. Special Instruments and Tools: Special equipment, tools and instruments (only available from vendor, specific to a piece of equipment) required for testing equipment, according to these contract documents shall be included in the base bid price by the Contractor and provided to the Owner.

PART 3 - FUNCTIONAL TEST REQUIREMENTS

3.01 PRE-REQUISITES

- A. Functional Testing Plan.
 - 1. The Functional Testing Plan provides the Contractors with information about where functional testing lies in the schedule, what issues are preventing the start of testing, and which contractors are needed for each test. This plan includes the following information: equipment/system, whether the test includes prerequisites, needed participants at testing, and whether there is anticipated seasonal testing. The Functional Testing Plan is finalized after most equipment has been started up and when functional testing dates are approaching.
 - 2. The Functional Testing Plan is attached to this Specification section.
 - 3. The control system is tested before it is used to verify performance of other components or systems.
 - 4. The air balancing, water balancing, and circuit testing is completed and debugged before functional testing of air-related or water-related equipment or systems.
 - 5. Testing proceeds from components to subsystems to systems and finally to interlocks and connections between systems.
- B. Approvals and Documentation.
 - 1. Pre-functional checklists completed, submitted, and approved by CA as ready for functional testing.
 - 2. Start-up completed for each piece of equipment and startup reports submitted and approved by CA as ready for functional testing.
 - 3. Functional testing procedures reviewed and approved by installing contractor.

4. All control system functions and interlocks are programmed and operable per contract documents, including final setpoints and schedules with debugging and loop tuning completed
5. Instrument, sensors, and device calibration checks completed.
6. Control system trending configured and operational for all points identified in contract documents.
7. Test and balance (TAB) completed and approved by CA as ready for functional testing.
8. All Corrective Action and A/E punch list items resolved.
9. Safeties and operating ranges for each piece of equipment reviewed.
10. False loading equipment, systems and procedures provided and available (boilers, pre-heat or reheat coils, control loops, over-ride on OSA dampers, etc.)

3.02 FUNCTIONAL TESTING PROCESS

- A. Functional Testing on any given system shall generally begin with testing device level elements; progress to component level; to system level, to inter-system level to building level.
- B. Functional Testing of systems shall generally proceed from the utilities to the central systems, to the distribution systems, to the zone terminal units and services.
- C. All operating modes, interlocks, control responses, and responses to abnormal or emergency conditions shall be tested verify proper response of building automation system controllers and sensors verified.
- D. Tests will be performed using design conditions whenever possible.
- E. Simulated conditions may need to be imposed using an artificial load when it is not practical to test under design conditions.
- F. The Commissioning Authority may direct that set points be altered when simulating conditions is not practical.
- G. The Commissioning Authority may direct that sensor values be altered with a signal generator when design or simulating conditions and altering set points are not practical.
- H. If tests cannot be completed because of a deficiency outside the scope of the commissioned systems, the deficiency shall be documented and reported to the Construction Manager and Commissioning Authority. After deficiencies are resolved, tests shall be rescheduled.
- I. If the testing plan indicates specific seasonal testing, appropriate initial performance tests shall be performed and documented and seasonal portions scheduled.

3.03 COMMON ELEMENTS FOR ALL SYSTEMS

- A. FMS and local controller panel graphics: The graphic displays for all components, systems, and areas required to be represented by the graphics shall be checked for adequacy and accuracy. Setpoints and other adjustable parameters shall be checked for functionality.
- B. Where systems and zones are designed for various modes of operation, systems shall be tested to simulate all modes, including, but not limited to:
 1. Seasonal Modes.

2. Sequencing Modes.
3. Emergency Modes.

- C. The intent of "Verify and Document" shall include, but not be limited to, the following:
1. Taking the system or device through its entire range of control.
 2. Subjecting the system or device to all normal and emergency operating modes.
 3. Simulating system or device power and/or communications failure and documenting response.
 4. Simulating system or device conditions of increasing and decreasing load.

3.04 GYMNASIUM AIR HANDLING SYSTEM

- A. Summary: Functional Testing of air handling units, air distribution to terminal units, and controls.
- B. Participants:
1. Commissioning Authority.
 2. Mechanical Contractor.
 3. Controls Contractor.
- C. Minimum allowable sample rate: 100%.
- D. Percent of testing witnessed by CA: 100%.
- E. Scope of Testing:
1. Verify and document run conditions / event mode
 2. Verify and document emergency / life-safety shutdown and interface
 3. Verify and document supply air temperature control
 4. Verify and document dehumidification control
 5. Verify and document outside air ventilation control
 6. Verify and document energy recovery wheel operation
 7. Verify and document zone CO2 monitoring interface
 8. Verify and document zone pressurization

3.05 VRV SYSTEM

- A. Summary: Functional Testing of VRV distribution, terminal units, and controls.
- B. Participants:
1. Commissioning Authority.
 2. Mechanical Contractor.
 3. Controls Contractor.
- C. Minimum allowable sample rate: 100%.
- D. Percent of testing witnessed by CA: 100%.
- E. Scope of Testing:
1. Verify and document run conditions / occupied modes
 2. Verify and document control system interface

3. Verify and document fan coil operation and temperature control
4. Verify and document condensate and overflow
5. Verify and document outdoor unit operation
6. Verify and document humidifier control

3.06 EXHAUST FAN SYSTEM

- A. Summary: Functional Testing of exhaust fan system and controls.
- B. Participants:
 1. Commissioning Authority.
 2. Mechanical Contractor.
 3. Controls Contractor.
- C. Minimum allowable sample rate: 100%.
- D. Percent of testing witnessed by CA: 100%.
- E. Scope of Testing:
 1. Verify and document EF-X operation of start / stop sequences.
 2. Verify and document operation of bypass damper sequencing.
 3. Verify and document failure mode responses.
 4. Verify and document response of loss of power and restart sequence.
 5. Verify and document safeties.
 6. Verify and document interface with FMS.

3.07 ELECTRICAL HEATERS

- A. Summary: Functional Testing of electrical heaters.
- B. Participants:
 1. Commissioning Authority.
 2. Mechanical Contractor.
 3. Controls Contractor.
- C. Minimum allowable sample rate: 100%.
- D. Percent of testing witnessed by CA: 100%.
- E. Scope of Testing:
 1. Verify and document temperature control.

3.08 MAKE-UP AIR SYSTEM

- A. Summary: Functional Testing of controls and system interfaces related to building make-up air.
- B. Participants:
 1. Commissioning Authority.
 2. Mechanical Contractor.
 3. Controls Contractor.
- C. Minimum allowable sample rate: 100%.

- D. Percent of testing witnessed by CA: 100%.
- E. Scope of Testing:
 - 1. Verify and document run conditions / occupied modes
 - 2. Verify and document emergency / life safety shutdown interface
 - 3. Verify and document supply air temperature control
 - 4. Verify and document dehumidification control
 - 5. Verify and document building pressurization

3.09 FACILITY MANAGEMENT SYSTEM - GLOBAL SEQUENCES

- A. Summary: Functional Testing of control system sequences related to global building operation, including scheduling and night set-back, outside air temp, and power-outage recovery.
- B. Participants:
 - 1. Commissioning Authority.
 - 2. Controls Contractor.
 - 3. Mechanical Contractor.
 - 4. Electrical Contractor.
- C. Minimum allowable sample rate: 100%.
- D. Percent of testing witnessed by CA: 100%.
- E. Scope of Testing:
 - 1. Verify and document automatic restart on loss of power
 - 2. Verify and document timed override of HVAC night setback
 - 3. Verify and document global outside air temperature
 - 4. Verify and document graphic and control parameter refresh rate
 - 5. Verify and document run-time accumulation
 - 6. Verify and document power utilization

END OF SECTION 010801

Attachment A Functional Testing Plan

Carver Community Center Renovation LFUCG	
Project: Lexington, KY	Date:
Eng. File No: LFUCCR	
Prepared by: Paladin, Inc.	

Notes for Consideration and Coordination of Functional Test Schedule

The final Functional Testing Plan is to be developed by Contractor during Phase D in consultation with the Commissioning Authority and Owner. Prerequisites for Functional Tests are indicated in each individual test. The following design /contractual issues need to be addressed to allow the development of this plan:

Division 23: HVAC

- All FMS systems must be operational prior to the HVAC test.

Division 25: Communication

The following Notes must be completed prior to completing any Division 21 - 28 Functional Tests.

- The data wiring, routers, and switches must be operational to allow the operation of the HVAC controls for testing. The operation of the HVAC controls is a prerequisite for all Division 23 HVAC testing.

Functional Test Sequences

The anticipated sequence of testing is shown below. The final sequence will be provided by the contractor in his Functional Testing Plan.

Sequence	Division	Test ID #	Participants	Equipment / System and Related Controls	Prerequisites?	Anticipated Seasonal Testing?
1	23	23.01	CA, MC, and CC	Gymnasium HVAC System	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
2	23	23.05	CA, MC, and CC	Make-up Air Unit	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
3	23	23.02	CA, MC, and CC	VRV System	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4	23	23.04	CA, MC, and CC	Unit Heaters	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5	23	23.03	CA, MC, and CC	General Exhaust	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6	23	23.06	CA, MC, EC and CC	FMS - Global Sequences	<input checked="" type="checkbox"/>	<input type="checkbox"/>

CA = Commissioning Authority
 CC = Controls Contractor
 EC = Electrical Contractor

EL = Elevator Contractor
 FA = Fire Alarm Contractor
 FS = Fire Suppression Contractor

LC = Lighting Contractor
 MC = Mechanical Contractor
 SC = Security Contractor

Anticipated Seasonal Tests

Anticipated seasonal testing is shown below. Modifications will be required based on the actual construction schedule.

Division	Test ID #	Equipment / System and Related Controls	Test Procedure	Conditions Required
		TBD		

END OF FUNCTIONAL TESTING PLAN

Asbestos Identification Survey and Inspection Report

Carver Center
522 Patterson St.
Lexington, KY 40508

August 19, 2010
Through
August 23, 2010

Prepared for:

Mr. Janshul Baradaran, Director
Facilities & Fleet Management
200 East Main Street, 4th Floor
Lexington, KY 40507

Prepared by:

Mr. Scott Kelsey, Trades Supervisor
Asbestos & Lead
Division of Facilities Management
1555 Old Frankfort Pike
Lexington, KY 40504

TABLE OF CONTENTS

1. Introduction
2. Scope of survey
3. Methodology
4. Summary of findings
5. Conclusion / recommendations

APPENDICIES

1. APPENDIX A- Summary of findings broken down per room, homogeneous area, and functional space. Polarized Light Microscopy (PLM) and Transmission Electron Microscopy (TEM) lab results. Sample chain of custody, and sample and material location drawings.
2. APPENDIX B- Inspector accreditation and licenses.
3. APPENDIX C- Asbestos identification; material, quantity, and classification.

1. INTRODUCTION

As directed by Jamshid Baradaran Commissioner of Facilities Management, an Asbestos survey was conducted at Carver Center 522 Patterson St. Lexington, Kentucky 40504. The survey was conducted for future renovations on various building systems. Bulk samples of suspect Asbestos Containing Material (ACM) were collected for analysis by Polarized Light Microscopy (PLM) and Transmission Electron Microscopy (TEM).

The survey was conducted by Scott Kelsey, Trades Supervisor for Facilities Management, office located at 1555 Old Frankfort Pike Lexington, Kentucky 40504. Mr. Kelsey is an accredited EPA AHERA Asbestos Building Inspector, Project Designer, and Management Planner.

2. SCOPE OF SURVEY

The survey was conducted for the purpose of identifying all Asbestos containing material (ACM) in the building. Samples were collected between August 19th and August 23rd, 2010. All samples were delivered to Quality Assurance Laboratory (QAS) 431 South Broadway Suite 122 Lexington, Kentucky 40508 for analysis. The Transmission Electron Microscopy (TEM) samples were sent to McCall and Spero Environmental Inc. 1831 Williamson Court Suite 100 Louisville, Kentucky 40223. All sample analysis was conducted in accordance with 40 CFR chapter 1 part 763 subpart f.

The building construction was completed in 1934, and consists of a Basement, with a crawl space, first floor, second floor, and a roof. The building materials mainly consist of concrete, plaster ceilings and walls and Terracotta block, with some dry wall in various areas (less than 10%). The roof consists of a modified membrane with fiberglass insulation sitting on a steel or wood deck. The exterior of the building consists of brick, with metal frame windows.

3. METHODOLOGY

Care was taken by Scott Kelsey Trades supervisor for Facilities Management and Accredited EPA AHERA asbestos building inspector to identify all existing ACM, however with out full demolition or extensive renovations to the building, there may be additional material that is not accessible during this survey, for example in cinder block or cement walls and ceilings or under ground! If any new suspect material is discovered in the future, it should be tested for asbestos content.

In conclusion I recommend that the Crawl space be addressed as soon as possible. I recommend a Clean up under full containment with negative air, and a lock down procedure to follow that. The clearance criteria will consist of soil samples along with air sample clearance. There should also be a third party conducting daily air monitoring for the duration of the job.

APPENDIX C

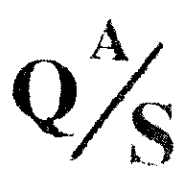
IDENTIFIED ASBESTOS-CONTAINING MATERIALS

Sample No.	Material Location	Description	Percent/Type Asbestos	NESHAP Classification	Condition	Estimated Quantity
CC11-01 thru 18	CRAWL SPACE	LOOSE INSULATION	85% CHRYSOTILE	T5I	POOR	14000 SF
CC11-19 thru 21	BASEMENT BOILER ROOM	CEILING PLASTER	0	N/A	FAIR	2800 SF
CC11-22 thru 24	BASEMENT BOILER ROOM	PLASTER WALL	0	N/A	FAIR	16000 SF
CC11-25 thru 30	1 ST FLOOR GYM	PIPE INSULATION	0	N/A	POOR	100 LF
CC11-31 thru 33	1 ST FLOOR CAFE/TERIA	9 TH FLOOR TILE WITH MASTIC	0	N/A	FAIR	1000 SF
CC11-34 thru 39	1 ST FLOOR CAFE/TERIA	PLASTER WALL	0	N/A	FAIR	16000 SF
CC11-40 thru 42	1 ST FLOOR MAIN HALLWAY	CEILING TILE	0	N/A	GOOD	10000 SF
CC11-43 thru 45	1 ST FLOOR MAIN HALLWAY	PLASTER CEILING	0	N/A	FAIR	16000 SF
CC11-46 thru 51	1 ST FLOOR MAIN HALLWAY	BRICK MORTAR	0	N/A	FAIR	8000 SF
CC11-52	1 ST FLOOR MENS BATHROOM	PIPE INSULATION	0	N/A	POOR	20 LF
CC11-53 and 54	1 ST FLOOR REC ROOM	PIPE INSULATION	0	N/A	POOR	30 LF
CC11-55 thru 57	1 ST FLOOR WEGHT ROOM	CEILING TILE	0	N/A	GOOD	500 SF
CC11-58 thru 60	2 ND FLOOR DANCE ROOM	PLASTER WALL	0	N/A	FAIR	16000 SF
CC11-61 thru 63	2 ND FLOOR PARENT WAITING ROOM	PLASTER CEILING	0	N/A	FAIR	16000 SF
CC11-64 thru 66	2 ND FLOOR JANITORS CLOSET	BRICK MORTAR	0	N/A	FAIR	8000 SF
CC11-67 thru 75	EXTERIOR	ROOFING MATERIAL	0	N/A	POOR	15800 SF
CC11-76 thru 84	EXTERIOR	WINDOW CASING	0	N/A	POOR	2000 LF

APPENDIX C

IDENTIFIED ASBESTOS-CONTAINING MATERIALS

Sample No.	Material Location	Description	Percent/Type Asbestos	NESHAP Classification	Condition	Estimated Quantity
CC11-00 thru 08	CRAWL SPACE	LOOSE INSULATION	85% CHRYCOTILE	ISI	POOR	14000 SF
CC11-09 thru 21	BASEMENT BOILER ROOM	CEILING PLASTER	0	N/A	FAIR	2800 SF
CC11-22 thru 24	BASEMENT BOILER ROOM	PLASTER WALL	0	N/A	FAIR	16000 SF
CC11-25 thru 30	1 ST FLOOR GYM	PIPE INSULATION	0	N/A	POOR	100 LF
CC11-31 thru 33	1 ST FLOOR CAFETERIA	9 TH FLOOR TILE WITH MASTIC	0	N/A	FAIR	7000 SF
CC11-34 thru 39	1 ST FLOOR CAFETERIA	PLASTER WALL	0	N/A	FAIR	16000 SF
CC11-40 thru 42	1 ST FLOOR MAIN HALLWAY	CEILING TILE	0	N/A	GOOD	70000 SF
CC11-43 thru 45	1 ST FLOOR MAIN HALLWAY	PLASTER CEILING	0	N/A	FAIR	16000 SF
CC11-46 thru 51	1 ST FLOOR MAIN HALLWAY	BRICK MORTAR	0	N/A	FAIR	8000 SF
CC11-52	0 TH FLOOR MENS BATHROOM	PIPE INSULATION	0	N/A	POOR	20 LF
CC11-53 and 54	1 ST FLOOR REC. ROOM	PIPE INSULATION	0	N/A	POOR	40 LF
CC11-55 thru 57	0 TH FLOOR WEIGHT ROOM	CEILING TILE	0	N/A	GOOD	500 SF
CC11-58 thru 60	2 ND FLOOR DANCE ROOM	PLASTER WALL	0	N/A	FAIR	16000 SF
CC11-61 thru 62	2 ND FLOOR CABINET WAITING ROOM	PLASTER CEILING	0	N/A	FAIR	16000 SF
CC11-64 thru 66	2 ND FLOOR ELECTRONS CLOSET	BRICK MORTAR	0	N/A	FAIR	8000 SF
CC11-67 thru 75	EXTERIOR	ROOFING MATERIAL	0	N/A	GOOD	17,000 SF
CC11-76 thru 83	EXTERIOR	WINDOW CASING	0	N/A	POOR	2000 LF



Quality Assurance Specialists, Inc.

431 South Broadway
Suite 122
Lexington, KY 40508
(859) 254-1093 • Fax (859) 254-3004

August 24, 2010
Mr. Scott Kelsey
Lexington Fayette Urban Co. Govt. - BM&C
1555 Old Frankfort Pike
Lexington, KY 40504

RE: Bulk Sample Result(s) Parks & Recreation - Carver Center - W.O. #2011-0752

Dear Mr. Kelsey,

Please find outlined below result(s) for the bulk sample(s) received by our laboratory on August 23, 2010. The sample(s) were analyzed using polarized light microscopy coupled with the dispersion staining technique on August 23, 2010. Bold print signifies that asbestos minerals are present

SAMPLE #	MATERIAL DESCRIPTION	ASBESTOS CONTENT
CC11-01	<i>Basement - Crawlspace - Insulation</i>	85% Chrysotile
CC11-02	<i>Basement - Crawlspace - Insulation</i>	85% Chrysotile
CC11-03	<i>Basement - Crawlspace - Insulation</i>	85% Chrysotile
CC11-04	<i>Basement - Crawlspace - Insulation</i>	85% Chrysotile
CC11-05	<i>Basement - Crawlspace - Insulation</i>	85% Chrysotile
CC11-06	<i>Basement - Crawlspace - Insulation</i>	85% Chrysotile
CC11-07	<i>Basement - Crawlspace - Insulation</i>	85% Chrysotile
CC11-08	<i>Basement - Crawlspace - Insulation</i>	85% Chrysotile
CC11-09	<i>Basement - Crawlspace - Insulation</i>	85% Chrysotile
CC11-10	<i>Basement - Crawlspace - Loose Pipe Insulation</i>	85% Chrysotile
CC11-11	<i>Basement - Crawlspace - Loose Pipe Insulation</i>	85% Chrysotile

^A
Q/S

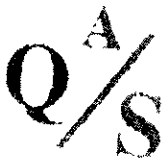
CC11-12	Basement - Crawlspace - Loose Pipe Insulation	85% Chrysotile
CC11-13	Basement - Crawlspace - Loose Pipe Insulation	60% Chrysotile
CC11-14	Basement - Crawlspace - Loose Pipe Insulation	60% Chrysotile
CC11-15	Basement - Crawlspace - Loose Pipe Insulation	60% Chrysotile
CC11-16	Basement - Crawlspace - Loose Pipe Insulation	60% Chrysotile
CC11-17	Basement - Crawlspace - Loose Pipe Insulation	60% Chrysotile
CC11-18	Basement - Crawlspace - Loose Pipe Insulation	60% Chrysotile
CC11-19	Basement - Boiler Room - Plaster Ceiling	NAD
CC11-20	Basement - Boiler Room - Plaster Ceiling	NAD
CC11-21	Basement - Boiler Room - Plaster Ceiling	NAD
CC11-22	Basement - Boiler Room - Plaster Wall	NAD
CC11-23	Basement - Boiler Room - Plaster Wall	NAD
CC11-24	Basement - Boiler Room - Plaster Wall	NAD
CC11-25	1 st Floor - Gym - Pipe Insulation	NAD
CC11-26	1 st Floor - Gym - Pipe Insulation	NAD
CC11-27	1 st Floor - Gym - Pipe Insulation	NAD
CC11-28	1 st Floor - Gym - Pipe Insulation	NAD
CC11-29	1 st Floor - Gym - Pipe Insulation	NAD
CC11-30	1 st Floor - Gym - Pipe Insulation	NAD
CC11-31	1 st Floor - Cafeteria - 9x9 Floor Tile w/Mastic	Tile NAD Mastic NAD
CC11-32	1 st Floor - Cafeteria - 9x9 Floor Tile w/Mastic	Tile NAD Mastic NAD
CC11-33	1 st Floor - Cafeteria - 9x9 Floor Tile w/Mastic	Tile NAD Mastic NAD

^A
Q/S

CC11-34	1 st Floor - Cafeteria - Plaster Wall	NAD
CC11-35	1 st Floor - Cafeteria - Plaster Wall	NAD
CC11-36	1 st Floor - Cafeteria - Plaster Wall	NAD
CC11-37	1 st Floor - Cafeteria - Ceiling Tile	NAD
CC11-38	1 st Floor - Cafeteria - Ceiling Tile	NAD
CC11-39	1 st Floor - Cafeteria - Ceiling Tile	NAD
CC11-40	1 st Floor - Main Hallway - Ceiling Tile	NAD
CC11-41	1 st Floor - Main Hallway - Ceiling Tile	NAD
CC11-42	1 st Floor - Main Hallway - Ceiling Tile	NAD
CC11-43	1 st Floor - Main Hallway - Plaster (Ceiling)	NAD
CC11-44	1 st Floor - Main Hallway - Plaster (Ceiling)	NAD
CC11-45	1 st Floor - Main Hallway - Plaster (Ceiling)	NAD
CC11-46	1 st Floor - Main Hallway - Brick Mortar	NAD
CC11-47	1 st Floor - Main Hallway - Brick Mortar	NAD
CC11-48	1 st Floor - Main Hallway - Brick Mortar	NAD
CC11-49	1 st Floor - Main Hallway - Brick Mortar	NAD
CC11-50	1 st Floor - Main Hallway - Brick Mortar	NAD
CC11-51	1 st Floor - Main Hallway - Brick Mortar	NAD
CC11-52	1 st Floor - Bath Room (Mens) Pipe Insulation	NAD
CC11-53	1 st Floor - Rec. Room - Pipe Insulation	NAD
CC11-54	1 st Floor - Rec. Room - Pipe Insulation	NAD
CC11-55	1 st Floor - Weight Room - Ceiling Tile	NAD

Q/A
/S

CC11-56	1 st Floor - Weight Room - Ceiling Tile	NAD
CC11-57	1 st Floor - Weight Room - Ceiling Tile	NAD
CC11-58	2 nd Floor - Dance Room - Plaster (Wall)	NAD
CC11-59	2 nd Floor - Dance Room - Plaster (Wall)	NAD
CC11-60	2 nd Floor - Dance Room - Plaster (Wall)	NAD
CC11-61	2 nd Floor - Parent Waiting Room - Plaster (Ceiling)	NAD
CC11-62	2 nd Floor - Parent Waiting Room - Plaster (Ceiling)	NAD
CC11-63	2 nd Floor - Parent Waiting Room - Plaster (Ceiling)	NAD
CC11-64	2 nd Floor - Janitors Closet - Brick Mortar	NAD
CC11-65	2 nd Floor - Janitors Closet - Brick Mortar	NAD
CC11-66	2 nd Floor - Janitors Closet - Brick Mortar	NAD
CC11-67	Exterior - Roofing Material	NAD
CC11-68	Exterior - Roofing Material	NAD
CC11-69	Exterior - Roofing Material	NAD
CC11-70	Exterior - Roofing Material	NAD
CC11-71	Exterior - Roofing Material	NAD
CC11-72	Exterior - Roofing Material	NAD
CC11-73	Exterior - Roofing Material	NAD
CC11-74	Exterior - Roofing Material	NAD
CC11-75	Exterior - Roofing Material	NAD
CC11-76	Exterior - Window Caulking	NAD
CC11-77	Exterior - Window Caulking	NAD

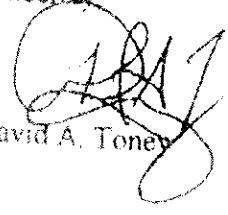


CC11-78	Exterior - Window Caulking	NAD
CC11-79	Exterior - Window Caulking	NAD
CC11-80	Exterior - Window Caulking	NAD
CC11-81	Exterior - Window Caulking	NAD
CC11-82	Exterior - Window Caulking	NAD
CC11-83	Exterior - Window Caulking	NAD
CC11-84	Exterior - Window Caulking	NAD

NAD = No Asbestos Detected

If you have any questions regarding this report, please feel free to contact me at (859) 254-1093. Thank you for your business.

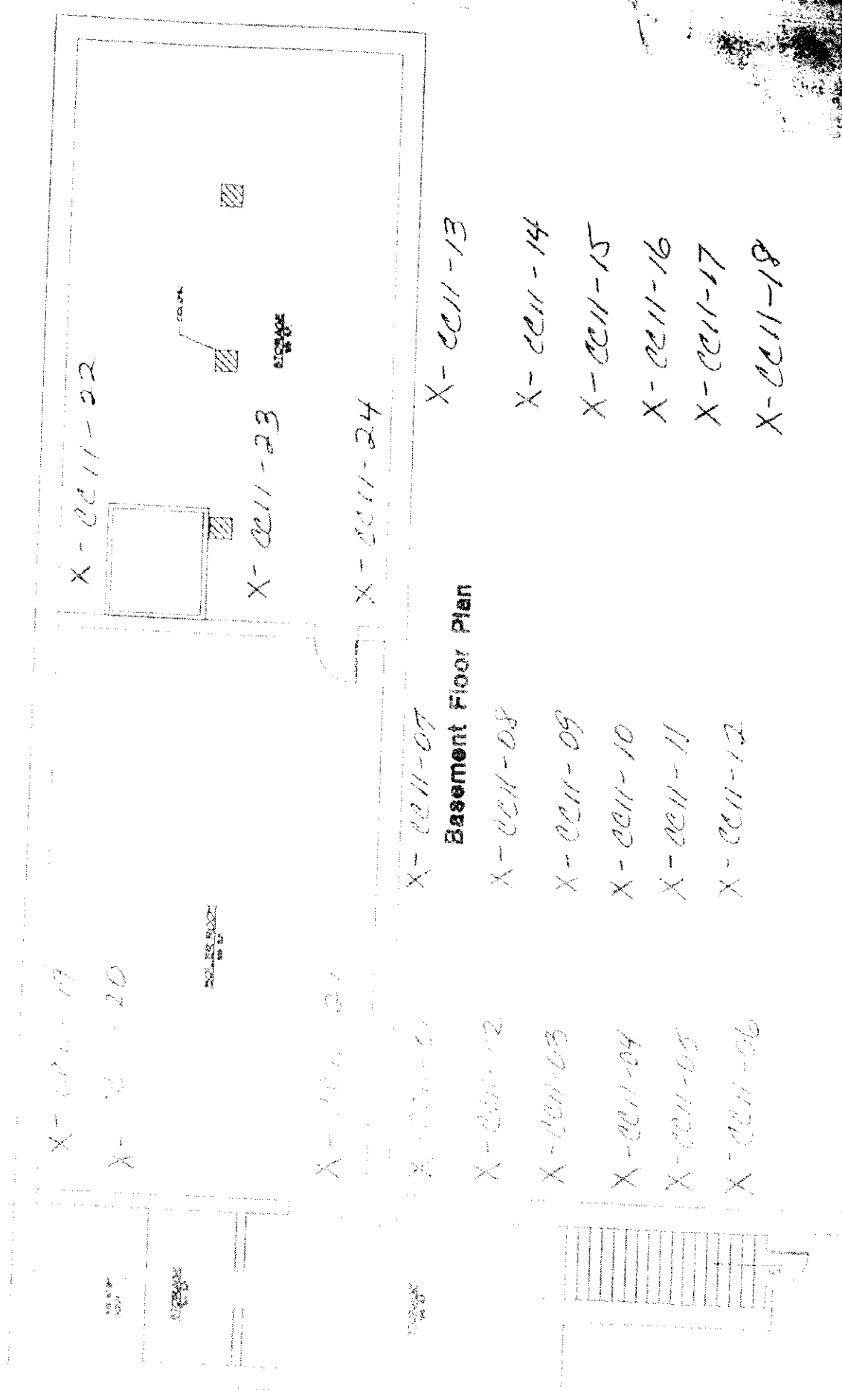
Sincerely,



David A. Toney

W04 2011-01-12

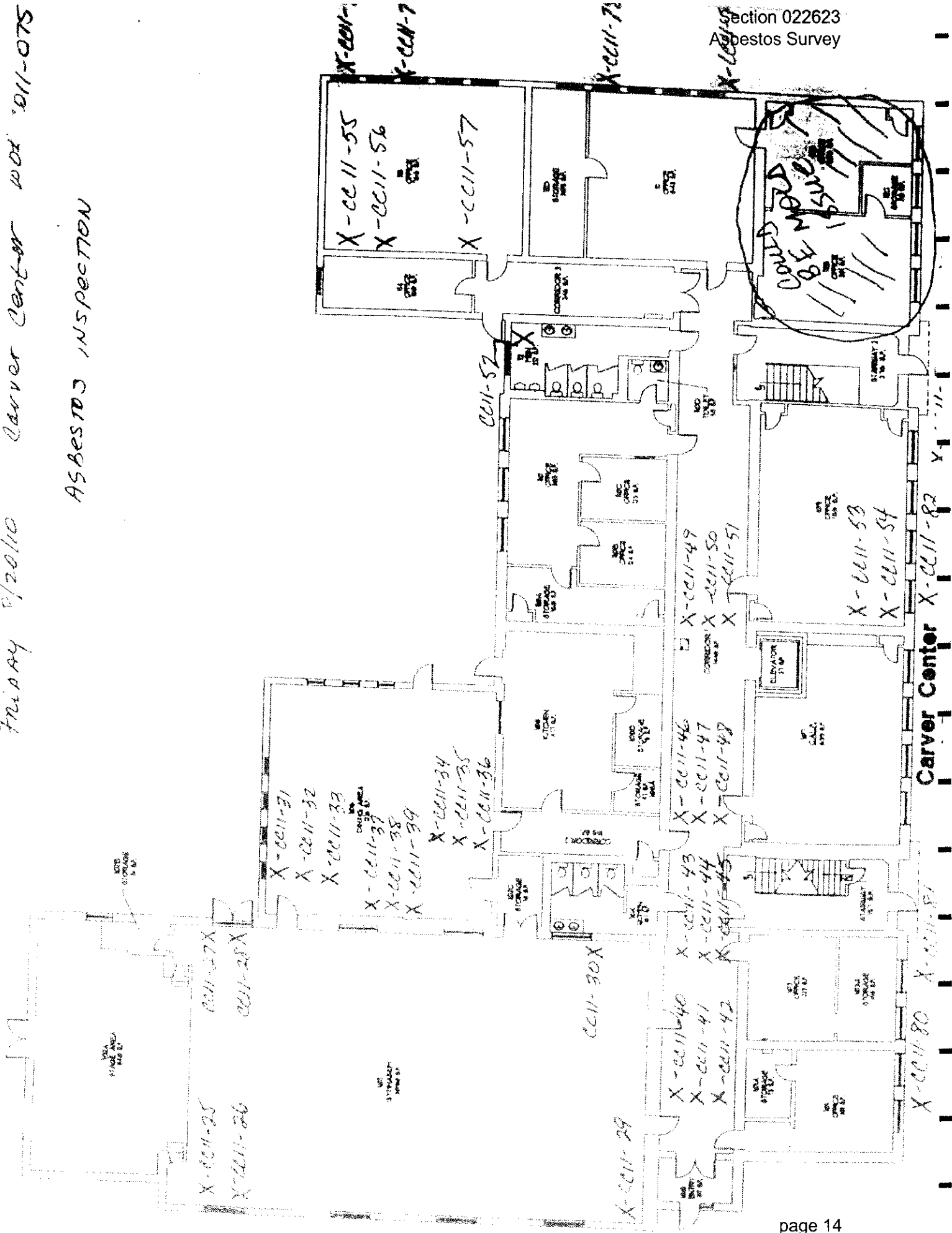
ASBESTOS INSPECTION



Friday 5/20/10 Carver Center 104 011-075

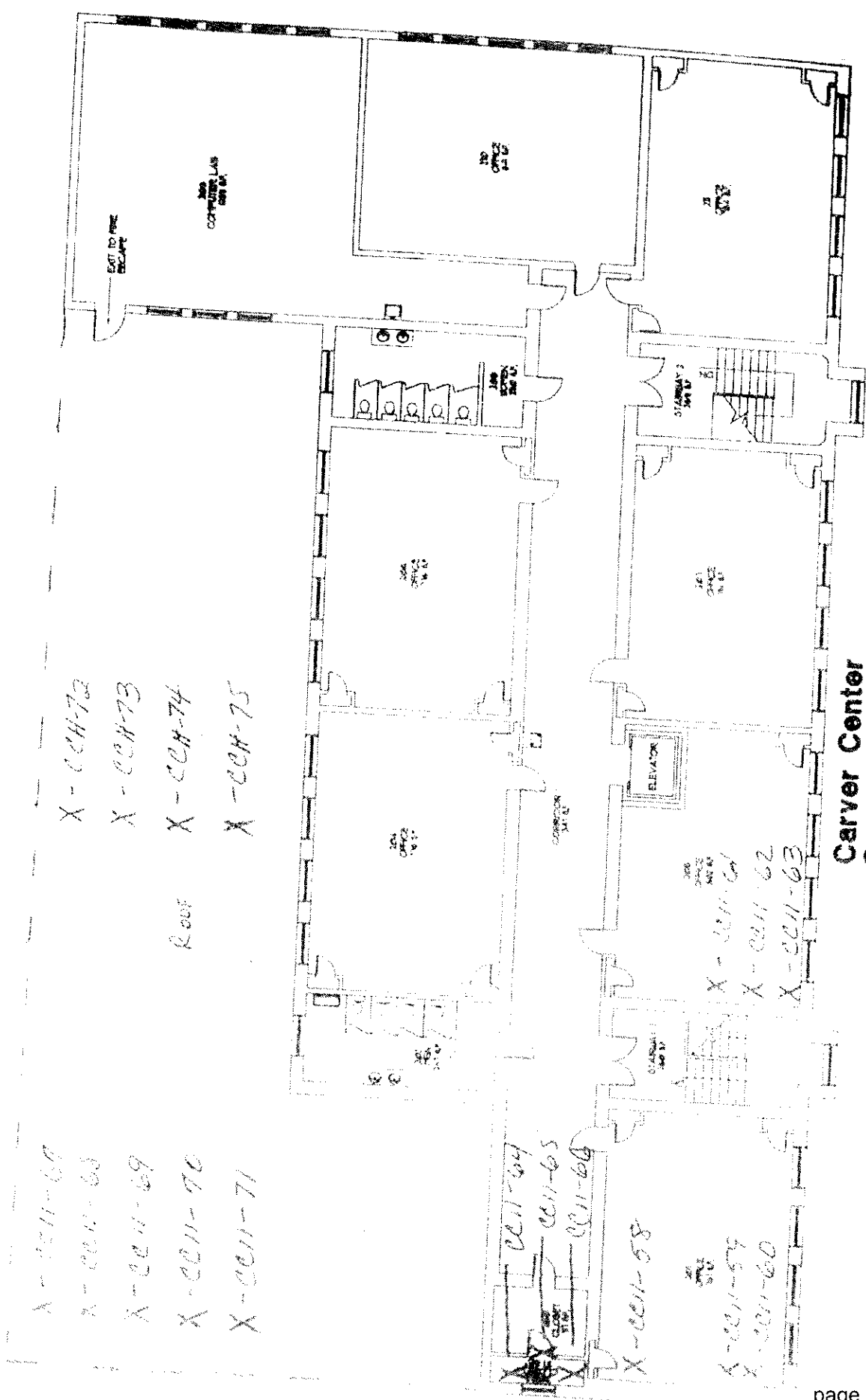
ASBESTOS INSPECTION

Section 022623
Asbestos Survey

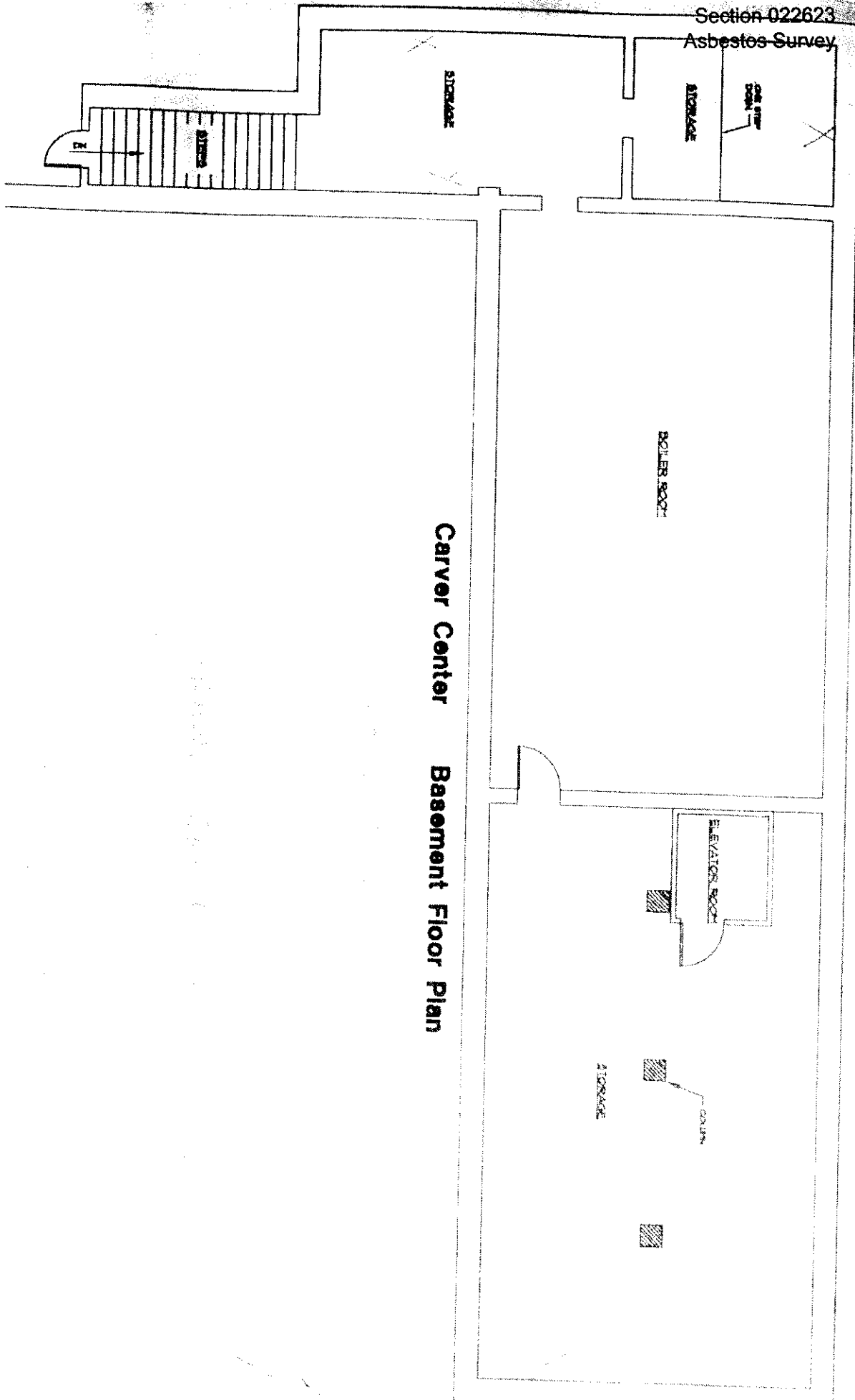


Company name Carver Center WO# 2011-0752

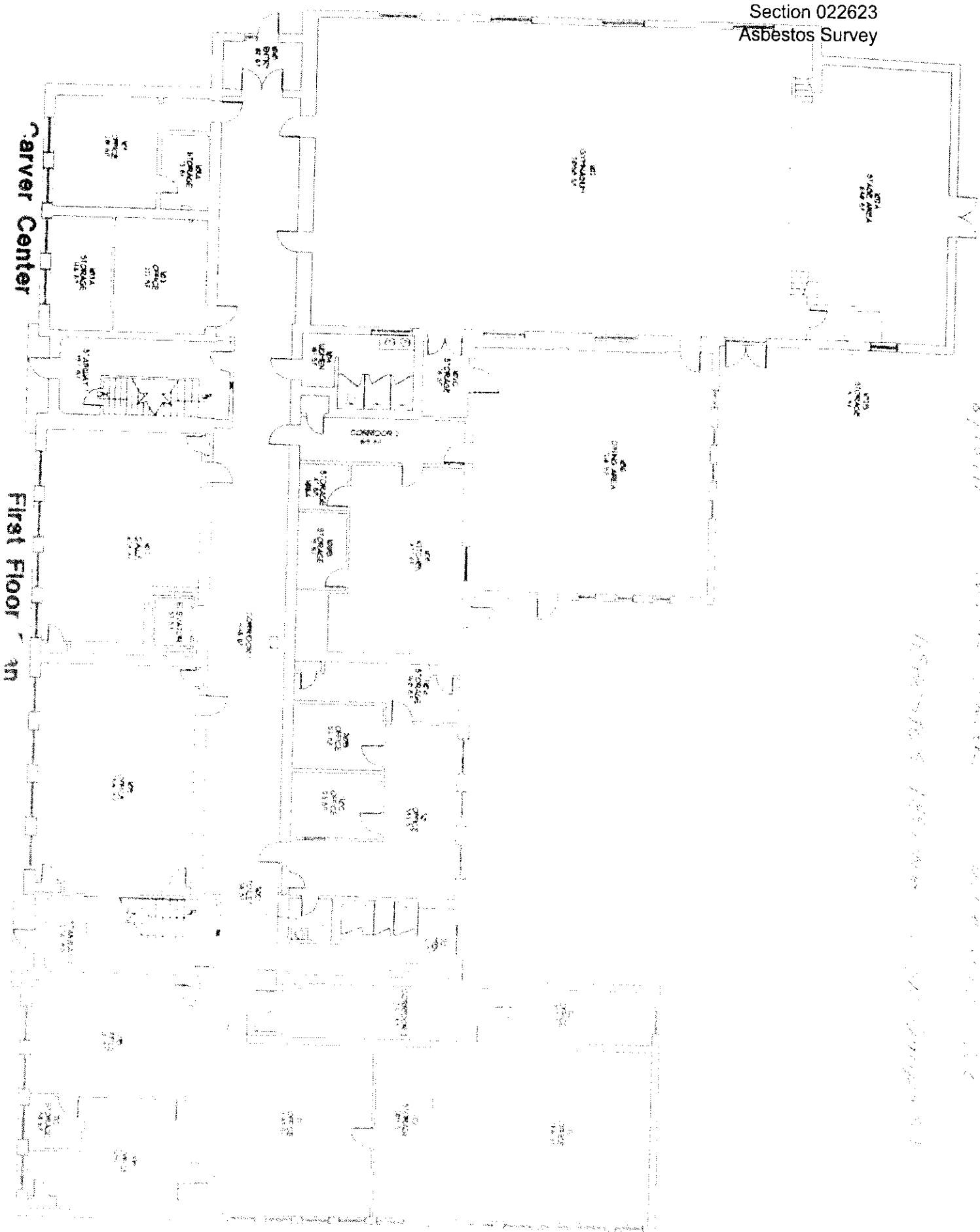
ASBESTOS INSPECTION



Carver Center
Second Floor Plan



Carver Center Basement Floor Plan



Handwritten notes:
Asbestos Survey of First Floor of Carver Center
1/15/2004

SUMMARY OF TEM BULK ANALYSIS RESULTS

Page 1

Project Name: Carver Center - 1st Floor Project QAS# 2012-0700
McCall & Spero Environmental Project No. MSE-8231QASB

CLIENT SAMPLE # DESCRIPTION	ASBESTOS TYPES & %	TOTAL ASBESTOS %	NON-FIBROUS MATRIX %	OTHER FIBROUS MATERIAL TYPES & %	COLOR
CC12-01TEM Ceiling Plaster	No Asbestos Detected	NAD	100%	ND	Gray
CC12-02TEM Ceiling Plaster	No Asbestos Detected	NAD	100%	ND	Gray
CC12-03TEM Ceiling Plaster	No Asbestos Detected	NAD	100%	ND	Gray
CC12-04TEM (A) Skim Coat	No Asbestos Detected	NAD	100%	ND	White
CC12-04TEM (B) Plaster	No Asbestos Detected	NAD	100%	ND	Gray
CC12-05TEM Wall Plaster	No Asbestos Detected	NAD	100%	ND	Gray
CC12-06TEM (A) Skim Coat	No Asbestos Detected	NAD	100%	ND	White
CC12-06TEM (B) Plaster	No Asbestos Detected	NAD	100%	ND	Gray

NOTES:

NAD = No Asbestos Detected ND = None Detected CH = Chrysotile A = Amosite
 AC = Actinolite CR = Crocidolite AN = Anthophyllite
 TR = Tremolite 1% = Less Than One Percent >1% = Greater Than One Percent

For samples consisting of separate components, each component is analyzed and reported separately.

TEM bulk analysis was performed according to the New York State ELAP Method # 198.4, "Transmission Electron Microscope Method for Identifying and Quantifying Asbestos in Non-Friable Organically Bound Bulk Samples".

PLM BULK SAMPLE ANALYSIS RESULTS

CLIENT: Lexington Fayette Urban Co. Govt. - BM&C
PROJECT: Carver Center - 1st Floor Kitchen - W.O. #2012-1011

SAMPLE #	MATERIAL DESCRIPTION / LOCATION	ASBESTOS CONTENT
CK12 101	1 st Floor - Kitchen Area - 9x9 Floor Tile & Mastie	Tile NAD Mastie NAD
CK12 102	1 st Floor - Kitchen Area - 9x9 Floor Tile & Mastie	Tile NAD Mastie NAD
CK12 103	1 st Floor - Kitchen Area - 9x9 Floor Tile & Mastie	Tile NAD Mastie NAD

NAD = No Asbestos Detected

Analyst: Raymond J. Edington.

SUMMARY OF TEM BULK ANALYSIS RESULTS

Page 1

Project Name: LFUCG / Carver Center - 1st Floor Kitchen Project QAS#2012-1011
McCall & Spero Environmental Project No. MSE-991QASB

CLIENT SAMPLE # DESCRIPTION	ASBESTOS TYPES & %	TOTAL ASBESTOS %	NON-FIBROUS MATRIX %	OTHER FIBROUS MATERIAL TYPES & %	COLOR
CK12-01TEM Floor Tile	Chrysotile asbestos detected at 3.89%	3.89%	96.11%	ND	Gray
CK12-02TEM A Mastic	Chrysotile asbestos detected at 1.88%	1.88%	98.12%	ND	Black

NOTES:

NAD = No Asbestos Detected ND = None Detected CH = Chrysotile A = Amosite
 AC = Actinolite CR = Crocidolite AN = Anthophyllite
 TR = Tremolite < 1% = Less Than One Percent > 1% = Greater Than One Percent

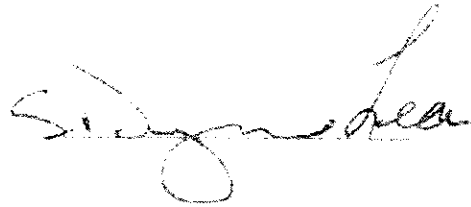
For samples consisting of separate components, each component is analyzed and reported separately.

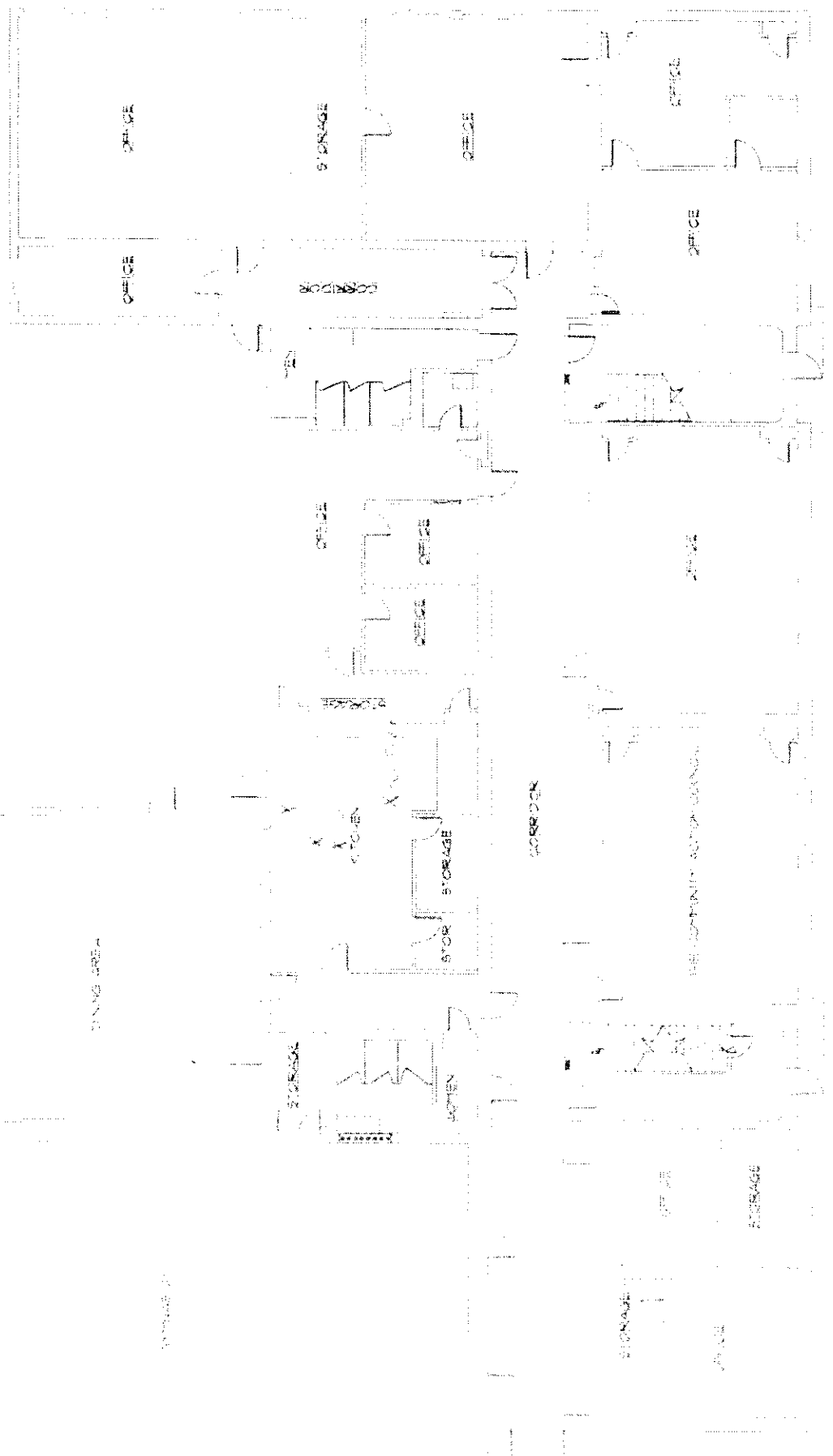
TEM bulk analysis was performed according to the New York State ELAP Method # 198.4, "Transmission Electron Microscope Method for Identifying and Quantifying Asbestos in Non-Friable Organically Bound Bulk Samples".

Results apply only to items tested. Results from this report must not be reproduced, except in full, with the approval of McCall & Spero Environmental, Inc. This report must not be used to claim product endorsement by NYSLAP or any agency of the U.S. Government.

EPA recommends that bulk materials found negative for asbestos or less than one percent asbestos by polarized light microscopy that fall into one of five dominantly nonfriable categories be reanalyzed by an additional method, such as transmission electron microscopy. (EPA Notice of Advisory, FR Vol. 59, No. 146 & Test Method EPA 600/R-93/116).

Analyt: S. Downey Lear, B.S.





LEAD PAINT INSPECTION REPORT

REPORT NUMBER: 12/17/11 10:08

INSPECTION FOR: *Lexington Fayette Urban County Government*

PERFORMED AT: *Carver Center
502 PATTERSON ST.
LEX. KY*

INSPECTION DATE: 12/17/11

INSTRUMENT TYPE: RMD
MODEL LPA-1
XRF TYPE ANALYZER
Serial Number:

ACTION LEVEL: 1.2 mg/cm²

OPERATOR LICENSE: 41-213

SIGNED: *Scott Kelsey*

Date: 12/19/11

SEQUENTIAL REPORT OF LEAD PAINT INSPECTION FOR:

Inspection Date: 12/17/11
 Report Date: 12/19/2011
 Abatement Level: 1.2
 Report No. 12/17/11 10:08
 Total Readings: 676
 Job Started: 12/17/11 10:08
 Job Finished: 12/18/11 18:00

Read No.	Rm No.	Room Name	Wall Structure	Location	Member	Paint Cond	Substrate	Color	Lead (mg/cm ²)	Mode
1		CALIBRATION							0.9	Std
2		CALIBRATION							0.8	Std
3		CALIBRATION							0.7	Std
4		CALIBRATION							-0.2	Std
5		CALIBRATION							-0.2	Std
6		CALIBRATION							-0.1	Std
7	001	storage	A Wall		L Ctr	P	Concrete	gray	-0.2	QM
8	001	storage	B Wall		L Ctr	P	Concrete	gray	-0.3	QM
9	001	storage	C Wall		L Ctr	P	Concrete	gray	-0.1	QM
10	001	storage	D Wall		L Ctr	P	Concrete	gray	-0.2	QM
11	001	storage	A Door		Lft Rgt jamb	F	Steel	gray	-0.2	QM
12	001	storage	A Door		Lft Rgt casing	F	Steel	gray	-0.1	QM
13	001	storage	A Door		Lft U Rgt	F	Steel	beige	-0.1	QM
14	002	boiler room	A Wall		L Ctr	F	Concrete	beige	-0.4	QM
15	002	boiler room	B Wall		L Ctr	F	Concrete	beige	-0.1	QM
16	002	boiler room	C Wall		L Ctr	F	Concrete	beige	-0.1	QM
17	002	boiler room	D Wall		L Ctr	F	Concrete	beige	-0.1	QM
18	002	boiler room	D Ceiling		Ctr	F	Concrete	beige	0.2	QM
19	002	boiler room	C Floor		Ctr	F	Concrete	red	-0.4	QM
20	002	boiler room	C beam		Ctr	F	Concrete	red	3.6	QM
21	002	boiler room	A Door		Lft Lft jamb	F	Steel	red	-0.3	QM
22	002	boiler room	A Door		Lft Lft casing	F	Steel	beige	-0.3	QM
23	003	Closet	A Wall		L Ctr	F	Concrete	beige	-0.4	QM
24	003	Closet	B Wall		L Ctr	F	Concrete	beige	-0.4	QM
25	003	Closet	C Wall		L Ctr	F	Concrete	beige	-0.4	QM
26	003	Closet	D Wall		L Ctr	F	Concrete	beige	-0.5	QM
27	003	Closet	D Ceiling		Ctr	F	Concrete	beige	-0.4	QM
28	003	Closet	A Floor		Ctr	F	Concrete	varnish	-0.4	QM
29	003	Closet	B Window		Ctr Rgt casing	P	Steel	beige	>9.9	QM
30	003	Closet	D Door		Ctr Rgt jamb	F	Wood	varnish	-0.3	QM
31	003	Closet	D Door		Ctr Rgt casing	F	Wood	green	-0.3	QM
32	003	Closet	D Door		Ctr U Ctr	F	Wood	varnish	-0.2	QM
33	004	Foyer	A Wall		L Ctr	F	Concrete	beige	-0.1	QM
34	004	Foyer	B Wall		L Ctr	F	Concrete	beige	-0.2	QM
35	004	Foyer	C Wall		L Ctr	F	Concrete	beige	-0.2	QM
36	004	Foyer	D Wall		L Ctr	F	Concrete	beige	0.0	QM
37	004	Foyer	D Ceiling		Ctr	F	Concrete	beige	-0.1	QM
38	004	Foyer	A Floor		Rgt	F	Concrete	red	-0.1	QM
39	004	Foyer	C Door		Rgt U Rgt	P	Wood	beige	>9.9	QM
40	004	Foyer	C Stairs		Rgt railing	P	Steel	black	-0.3	QM
41	004	Foyer	C Stairs		Rgt stair	P	Concrete	gray	-0.4	QM
42	004	Foyer	D Door		Lft Rgt jamb	F	Steel	beige	-0.2	QM
43	004	Foyer	D Door		Lft Rgt casing	F	Steel	beige	-0.1	QM
44	005	office	A Wall		L Ctr	F	Plaster	gray	-0.1	QM
45	005	office	B Wall		L Ctr	F	Plaster	gray	-0.1	QM
46	005	office	C Wall		L Ctr	F	Plaster	gray	-0.4	QM
47	005	office	D Wall		L Ctr	F	Plaster	gray	0.0	QM

SEQUENTIAL REPORT OF LEAD PAINT INSPECTION FOR:

Read No.	Rm No.	Room Name	Wall Structure	Location	Member	Paint		Color	Lead	
						Cond	Substrate		(mg/cm ²)	Mode
48	005	office	D	Ceiling		Ctr	P Plaster	white	-0.4	QM
49	005	office	D	radiator		Rgt	F Steel	silver	-0.5	QM
50	005	office	D	Window		Rgt Rgt casing	F Wood	blue	-0.2	QM
51	005	office	D	Window		Lft Rgt casing	F Wood	blue	0.0	QM
52	005	office	D	Baseboard		Ctr	F Plaster	blue	-0.3	QM
53	005	office	B	Door		Lft Lft jamb	F Steel	blue	-0.3	QM
54	005	office	B	Door		Lft Lft casing	F Wood	blue	-0.2	QM
55	005	office	B	Door		Lft U Rgt	F Steel	orange	-0.4	QM
56	006	Closet	A	Wall		L Ctr	F Plaster	gray	-0.1	QM
57	006	Closet	B	Wall		L Ctr	F Plaster	gray	-0.1	QM
58	006	Closet	C	Wall		L Ctr	F Plaster	gray	-0.1	QM
59	006	Closet	D	Wall		L Ctr	F Plaster	gray	0.2	QM
60	006	Closet	D	Ceiling		Ctr	F Plaster	white	-0.3	QM
61	006	Closet	B	book shelf		Ctr	F Wood	blue	-0.3	QM
62	006	Closet	D	Door		Lft Lft jamb	F Wood	blue	-0.2	QM
63	006	Closet	D	Door		Lft Lft casing	F Wood	blue	-0.3	QM
64	006	Closet	D	Door		Lft U Rgt	F Wood	blue	-0.2	QM
65	007	storage	A	Wall		L Ctr	F Plaster	brown	-0.2	QM
66	007	storage	B	Wall		L Ctr	F Plaster	brown	-0.2	QM
67	007	storage	C	Wall		L Ctr	F Plaster	brown	-0.1	QM
68	007	storage	D	Wall		L Ctr	F Plaster	brown	-0.1	QM
69	007	storage	A	Wall		U Ctr	F Plaster	white	-0.1	QM
70	007	storage	B	Wall		U Ctr	F Plaster	white	-0.4	QM
71	007	storage	C	Wall		U Ctr	F Plaster	white	-0.3	QM
72	007	storage	D	Wall		U Ctr	F Plaster	white	-0.2	QM
73	007	storage	D	Ceiling		Ctr	F Plaster	white	-0.3	QM
74	007	storage	D	radiator		Rgt	F Steel	silver	-0.2	QM
75	007	storage	D	Window		Rgt Rgt casing	F Wood	brown	-0.2	QM
76	007	storage	D	Window		Lft Rgt casing	F Wood	brown	-0.2	QM
77	007	storage	B	Door		Lft Lft jamb	F Wood	brown	-0.1	QM
78	007	storage	B	Door		Lft Lft casing	F Wood	brown	-0.1	QM
79	007	storage	B	Door		Lft U Rgt	F Wood	varnish	-0.1	QM
80	008	office	A	Wall		L Ctr	F Plaster	brown	-0.3	QM
81	008	office	B	Wall		L Ctr	F Plaster	brown	-0.5	QM
82	008	office	C	Wall		L Ctr	F Plaster	brown	-0.3	QM
83	008	office	D	Wall		L Ctr	F Plaster	brown	-0.2	QM
84	008	office	A	Wall		U Ctr	F Plaster	white	-0.2	QM
85	008	office	B	Wall		U Ctr	F Plaster	white	-0.5	QM
86	008	office	C	Wall		U Ctr	F Plaster	white	-0.2	QM
87	008	office	D	Wall		U Ctr	F Plaster	white	-0.1	QM
88	008	office	D	Ceiling		Ctr	F Plaster	white	-0.3	QM
89	008	office	D	Ceiling		Ctr	F Plaster	white	-0.3	QM
90	008	office	B	Door		Rgt Rgt jamb	F Steel	brown	-0.2	QM
91	008	office	B	Door		Rgt Lft casing	F Steel	brown	-0.1	QM
92	008	office	B	Door		Rgt U Rgt	F Steel	orange	-0.2	QM
93		CALIBRATION							1.0	Std
94		CALIBRATION							0.7	Std
95		CALIBRATION							0.9	Std
96		CALIBRATION							-0.2	Std
97		CALIBRATION							-0.1	Std
98		CALIBRATION							-0.2	Std
99		CALIBRATION							0.7	Std
100		CALIBRATION							0.8	Std
101		CALIBRATION							0.8	Std
102		CALIBRATION							-0.2	Std

SEQUENTIAL REPORT OF LEAD PAINT INSPECTION FOR:

Read No.	Rm No.	Room Name	Wall Structure	Location	Member	Paint Cond	Substrate	Color	Lead (mg/cm ²)	Mode
103		CALIBRATION							-0.2	Std
104		CALIBRATION							-0.2	Std
105	009	stairwell	A Wall	L Ctr		F Plaster	white		-0.3	QM
106	009	stairwell	B Wall	L Ctr		F Plaster	white		-0.1	QM
107	009	stairwell	C Wall	L Ctr		F Plaster	white		0.0	QM
108	009	stairwell	D Wall	L Ctr		F Plaster	white		0.0	QM
109	009	stairwell	A Ceiling	Ctr		F Plaster	white		-0.1	QM
110	009	stairwell	C radiator	Rgt		F Steel	silver		-0.3	QM
111	009	stairwell	D Door	Lft jamb		F Steel	beige		-0.1	QM
112	009	stairwell	D Door	Ctr Lft casing		F Steel	beige		-0.1	QM
113	009	stairwell	D Door	Ctr U Rgt		F Steel	beige		-0.4	QM
114	009	stairwell	D Stairs	Ctr railing		F Steel	black		-0.5	QM
115	009	stairwell	D Stairs	Ctr Risers		F Steel	black		-0.4	QM
116	009	stairwell	D Stairs	Ctr Treads		F Steel	black		-0.4	QM
117	010	office	A Wall	L Ctr		F Plaster	blue		-0.2	QM
118	010	office	B Wall	L Ctr		F Plaster	blue		-0.4	QM
119	010	office	C Wall	L Ctr		F Plaster	blue		-0.3	QM
120	010	office	D Wall	L Ctr		F Plaster	blue		0.0	QM
121	010	office	A chalk board	Ctr		F Plaster	blue		0.7	QM
122	010	office	B chalk board	Ctr		F Plaster	blue		0.6	QM
123	010	office	C chalk board	Ctr		F Plaster	blue		0.7	QM
124	010	office	C book shelf	Ctr		F Wood	varnish		-0.2	QM
125	010	office	D radiator	Lft		F Steel	silver		-0.4	QM
126	010	office	D Window	Lft Rgt casing		F Wood	beige		-0.2	QM
127	010	office	D Window	Rgt Rgt casing		F Wood	beige		-0.1	QM
128	010	office	C Door	Rgt Lft jamb		F Wood	varnish		-0.2	QM
129	010	office	C Door	Rgt Lft casing		F Wood	varnish		-0.2	QM
130	010	office	C Door	Rgt U Rgt		F Wood	varnish		-0.2	QM
131	010	office	B Door	Lft Rgt jamb		F Steel	beige		-0.2	QM
132	010	office	B Door	Lft Lft casing		F Wood	beige		-0.4	QM
133	010	office	B Door	Lft U Rgt		F Steel	gray		-0.4	QM
134	010	office	B Floor	Lft		F Wood	varnish		-0.2	QM
135	011	srairwell	A Wall	L Ctr		F Plaster	beige		-0.1	QM
136	011	srairwell	B Wall	L Ctr		F Plaster	beige		-0.1	QM
137	011	srairwell	C Wall	L Ctr		F Plaster	beige		0.0	QM
138	011	srairwell	D Wall	L Ctr		F Plaster	beige		-0.1	QM
139	011	srairwell	D Ceiling	Ctr		F Plaster	beige		-0.1	QM
140	011	srairwell	D radiator	Lft		F Steel	silver		-0.3	QM
141	011	srairwell	D Window	Lft Rgt casing		F Wood	beige		0.3	QM
142	011	srairwell	D Window	Rgt Rgt casing		F Wood	beige		-0.4	QM
143	011	srairwell	A chalk board	Rgt		F Plaster	beige		-0.3	QM
144	011	srairwell	B Door	Lft Lft jamb		F Steel	beige		-0.3	QM
145	011	srairwell	B Door	Lft Lft casing		F Steel	beige		-0.3	QM
146	011	srairwell	B Door	Lft U Rgt		F Steel	beige		-0.4	QM
147		CALIBRATION							0.0	QM
148	011	srairwell	A Wall	L Ctr		F Plaster	white		-0.1	QM
149	011	srairwell	B Wall	L Ctr		F Plaster	white		-0.1	QM
150	011	srairwell	C Wall	L Ctr		F Plaster	white		-0.2	QM
151	011	srairwell	D Wall	L Ctr		F Plaster	white		-0.1	QM
152	011	srairwell	D Ceiling	Ctr		F Plaster	white		-0.2	QM
153	011	srairwell	C radiator	Rgt		F Steel	silver		-0.2	QM
154	011	srairwell	D Door	Ctr Lft casing		F Steel	beige		-0.4	QM
155	011	srairwell	D Door	Ctr U Rgt		F Steel	beige		-0.4	QM
156	011	srairwell	A Stairs	Ctr railing		F Steel	black		0.0	QM
157	011	srairwell	A Stairs	Ctr Risers		F Steel	beige		0.1	QM

SEQUENTIAL REPORT OF LEAD PAINT INSPECTION FOR:

Read No.	Rm No.	Room Name	Wall	Structure	Location	Member	Paint		Color	Lead (mg/cm ²)	Mode
							Cond	Substrate			
158	011	srairwell	A	Stairs		Ctr Treads	P	Steel	beige	-0.1	QM
159	012	office	A	Wall	L	Ctr	F	Plaster	beige	-0.2	QM
160	012	office	B	Wall	L	Ctr	F	Plaster	beige	-0.1	QM
161	012	office	C	Wall	L	Ctr	F	Dry wall	beige	-0.2	QM
162	012	office	D	Wall	L	Ctr	F	Plaster	beige	-0.4	QM
163	012	office	D	Ceiling		Ctr	F	Plaster	beige	-0.3	QM
164	012	office	D	book shelf		Ctr	F	Wood	varnish	-0.2	QM
165	012	office	D	Window		Lft Rgt casing	F	Wood	beige	0.2	QM
166	012	office	D	Window		Rgt Rgt casing	F	Wood	beige	0.0	QM
167	012	office	B	Door		Lft Lft jamb	F	Wood	beige	-0.4	QM
168	012	office	B	Door		Lft Lft casing	F	Wood	beige	-0.2	QM
169	012	office	B	Door		Lft U Rgt	F	Wood	beige	-0.2	QM
170	013	Closet	A	Wall	L	Ctr	F	Plaster	beige	-0.4	QM
171	013	Closet	B	Wall	L	Ctr	F	Plaster	beige	-0.2	QM
172	013	Closet	C	Wall	L	Ctr	F	Plaster	beige	-0.3	QM
173	013	Closet	D	Wall	L	Ctr	F	Plaster	beige	-0.3	QM
174	013	Closet	D	Ceiling		Ctr	F	Plaster	beige	-0.4	QM
175	013	Closet	A	Door		Ctr Rgt jamb	F	Wood	beige	-0.2	QM
176	013	Closet	A	Door		Ctr Rgt casing	F	Wood	beige	-0.1	QM
177	013	Closet	A	Door		Ctr U Rgt	F	Wood	beige	-0.1	QM
178	014	office	A	Wall	L	Ctr	F	Plaster	beige	-0.2	QM
179	014	office	B	Wall	L	Ctr	F	Plaster	beige	-0.3	QM
180	014	office	C	Wall	L	Ctr	F	Plaster	beige	-0.1	QM
181	014	office	D	Wall	L	Ctr	F	Plaster	beige	-0.3	QM
182	014	office	D	Ceiling		Ctr	F	Plaster	beige	-0.1	QM
183	014	office	D	Window		Lft Rgt casing	F	Wood	beige	-0.3	QM
184	014	office	C	Door		Rgt Lft jamb	F	Wood	beige	-0.3	QM
185	014	office	C	Door		Rgt Lft casing	F	Wood	beige	-0.2	QM
186	014	office	C	Door		Rgt U Rgt	F	Wood	beige	-0.2	QM
187	015	office	A	Wall	L	Ctr	F	Plaster	gray	-0.2	QM
188	015	office	B	Wall	L	Ctr	F	Plaster	gray	-0.1	QM
189	015	office	C	Wall	L	Ctr	F	Plaster	gray	-0.3	QM
190	015	office	D	Wall	L	Ctr	F	Plaster	gray	-0.2	QM
191	015	office	D	Ceiling		Ctr	F	Plaster	black	-0.3	QM
192	015	office	A	Door		Lft Lft jamb	F	Steel	gray	-0.2	QM
193	015	office	A	Door		Lft Lft casing	F	Steel	gray	-0.3	QM
194	015	office	A	Door		Lft U Rgt	F	Steel	gray	-0.2	QM
195	016	Closet	A	Wall	L	Ctr	F	Dry wall	white	0.3	QM
196	016	Closet	B	Wall	L	Ctr	F	Dry wall	white	-0.1	QM
197	016	Closet	C	Wall	L	Ctr	F	block	white	-0.1	QM
198	016	Closet	D	Wall	L	Ctr	F	block	white	-0.1	QM
199	016	Closet	D	Ceiling		Ctr	F	Plaster	white	-0.3	QM
200	016	Closet	B	Door		Ctr Lft jamb	F	Wood	varnish	-0.4	QM
201	016	Closet	B	Door		Ctr Lft casing	F	Wood	varnish	-0.3	QM
202	016	Closet	B	Door		Ctr U Rgt	F	Wood	varnish	-0.4	QM
203	017	office	A	Wall	L	Ctr	F	block	white	-0.1	QM
204	017	office	B	Wall	L	Ctr	F	block	blue	-0.3	QM
205	017	office	C	Wall	L	Ctr	F	block	white	-0.3	QM
206	017	office	D	Wall	L	Ctr	F	block	white	0.0	QM
207	017	office	C	Ceiling		Ctr	F	Plaster	white	-0.2	QM
208	017	office	C	Window		Lft Sash	F	Steel	beige	-0.4	QM
209	017	office	C	Window		Rgt Sash	F	Steel	beige	-0.3	QM
210	017	office	C	tv stand		Rgt	F	Steel	brown	-0.3	QM
211	017	office	A	Door		Lft Lft jamb	F	Steel	brown	-0.4	QM
212	017	office	A	Door		Lft Lft casing	F	Steel	brown	-0.3	QM

SEQUENTIAL REPORT OF LEAD PAINT INSPECTION FOR:

Read No.	Rm No.	Room Name	Wall	Structure	Location	Member	Paint		Color	Lead (mg/cm ²)	Mode
							Cond	Substrate			
213	017	office	A	Door		Lft U Rgt	F	Steel	brown	-0.2	QM
214	018	storage	A	Wall		L Ctr	F	block	beige	-0.3	QM
215	018	storage	B	Wall		L Ctr	F	block	beige	-0.1	QM
216	018	storage	C	Wall		L Ctr	F	block	beige	-0.1	QM
217	018	storage	D	Wall		L Ctr	F	block	beige	-0.2	QM
218	018	storage	D	Ceiling		Ctr	F	Plaster	white	-0.2	QM
219	018	storage	A	book shelf		Ctr	F	Steel	beige	-0.3	QM
220	018	storage	B	radiator		Ctr	F	Steel	beige	-0.1	QM
221	018	storage	B	Window		Ctr Sash	F	Steel	beige	-0.3	QM
222	018	storage	D	Door		Ctr Rgt jamb	F	Steel	brown	-0.2	QM
223	018	storage	D	Door		Ctr Rgt casing	F	Steel	brown	-0.3	QM
224	018	storage	D	Door		Ctr U Rgt	F	Wood	brown	-0.2	QM
225	019	Hallway	A	Wall		L Ctr	F	Brick	beige	0.0	QM
226	019	Hallway	B	Wall		L Ctr	F	block	beige	-0.2	QM
227	019	Hallway	C	Wall		L Ctr	F	block	beige	-0.1	QM
228	019	Hallway	D	Wall		L Ctr	F	Brick	beige	-0.2	QM
229	019	Hallway	D	Ceiling		Ctr	F	Plaster	white	-0.3	QM
230	019	Hallway	A	Door		Rgt Lft jamb	F	Steel	brown	-0.2	QM
231	019	Hallway	A	Door		Rgt Lft casing	F	Steel	brown	-0.2	QM
232	019	Hallway	A	Door		Rgt U Ctr	F	Steel	orange	0.0	QM
233	020	bathroom	A	Wall		L Ctr	F	ceramic t. blue	blue	2.3	QM
234	020	bathroom	B	Wall		L Ctr	F	ceramic t. blue	blue	2.5	QM
235	020	bathroom	C	Wall		L Ctr	F	ceramic t. blue	blue	2.5	QM
236	020	bathroom	D	Wall		L Ctr	F	ceramic t. blue	blue	1.8	QM
237	020	bathroom	D	Ceiling		Ctr	F	Plaster	white	-0.2	QM
238	020	bathroom	B	radiator		Ctr	F	Steel	white	-0.1	QM
239	020	bathroom	B	Window		Ctr Rgt casing	F	Wood	blue	-0.3	QM
240	020	bathroom	A	partition		Ctr	F	Steel	blue	-0.1	QM
241	020	bathroom	D	Door		Lft Lft jamb	F	Steel	blue	-0.1	QM
242	020	bathroom	D	Door		Lft Lft casing	F	Steel	blue	-0.2	QM
243	020	bathroom	D	Door		Lft U Rgt	F	Steel	orange	0.3	QM
244		CALIBRATION								1.3	Std
245		CALIBRATION								1.1	Std
246		CALIBRATION								1.1	Std
247		CALIBRATION								0.0	Std
248		CALIBRATION								0.0	Std
249		CALIBRATION								-0.1	Std
250		CALIBRATION								0.9	Std
251		CALIBRATION								0.9	Std
252		CALIBRATION								1.0	Std
253		CALIBRATION								0.7	Std
254		CALIBRATION								-0.2	Std
255		CALIBRATION								-0.2	Std
256	021	office	A	Wall		L Ctr	F	Dry wall	beige	-0.4	QM
257	021	office	B	Wall		L Ctr	F	Plaster	beige	-0.3	QM
258	021	office	C	Wall		L Ctr	F	Plaster	beige	-0.6	QM
259	021	office	D	Wall		L Ctr	F	Plaster	beige	0.1	QM
260	021	office	C	chalk board		Ctr	F	cork	beige	-0.3	QM
261	021	office	B	radiator		Rgt	F	Steel	beige	1.2	QM
262	021	office	B	Window		Rgt Rgt casing	F	Wood	beige	-0.2	QM
263	021	office	B	Window		Rgt Rgt casing	F	Wood	beige	-0.2	QM
264	021	office	C	Baseboard		Rgt	F	Plaster	beige	-0.2	QM
265	021	office	C	Door		Rgt Lft jamb	F	Wood	varnish	-0.2	QM
266	021	office	C	Door		Rgt Lft casing	F	Wood	varnish	-0.3	QM
267	021	office	C	Door		Rgt U Rgt	F	Wood	varnish	-0.2	QM

SEQUENTIAL REPORT OF LEAD PAINT INSPECTION FOR:

Read No.	Rm No.	Room Name	Wall Structure	Location	Member	Paint		Color	Lead (mg/cm ²)	Mode
						Cond	Substrate			
268	022	Number Only	A Wall	L Ctr		I	Dry wall	beige	-0.3	QM
269	022	Number Only	B Wall	L Ctr		I	Dry wall	beige	-0.2	QM
270	022	Number Only	C Wall	L Ctr		I	Dry wall	beige	-0.2	QM
271	022	Number Only	D Wall	L Ctr		I	Dry wall	beige	-0.4	QM
272	022	Number Only	D Ceiling	Ctr		F	Plaster	white	-0.1	QM
273	022	Number Only	B Door	Rgt Rgt jamb		F	Wood	varnish	-0.3	QM
274	022	Number Only	B Door	Rgt Rgt casing		F	Wood	varnish	-0.1	QM
275	023	office	A Wall	L Ctr		F	Dry wall	beige	-0.2	QM
276	023	office	B Wall	L Ctr		F	Dry wall	beige	-0.3	QM
277	023	office	C Wall	L Ctr		F	Dry wall	beige	-0.2	QM
278	023	office	D Wall	L Ctr		F	Dry wall	beige	-0.2	QM
279	023	office	D Ceiling	Ctr		F	Plaster	white	-0.3	QM
280	023	office	B Door	Rgt Rgt jamb		F	Wood	varnish	-0.2	QM
281	023	office	B Door	Rgt Rgt casing		F	Wood	varnish	-0.1	QM
282	023	office	B Door	Rgt U Rgt		F	Wood	varnish	-0.2	QM
283	023	office	B Door	Rgt U Rgt		F	Wood	varnish	-0.2	QM
284	024	storage	A Wall	L Ctr		F	Plaster	beige	-0.3	QM
285	024	storage	B Wall	L Ctr		F	Plaster	beige	-0.1	QM
286	024	storage	C Wall	L Ctr		F	Dry wall	beige	-0.4	QM
287	024	storage	D Wall	L Ctr		F	Plaster	beige	-0.3	QM
288	024	storage	D Ceiling	Ctr		F	Plaster	white	-0.2	QM
289	024	storage	B Floor	Ctr		F	Wood	varnish	-0.2	QM
290	024	storage	A Door	Rgt Lft jamb		F	Wood	varnish	-0.2	QM
291	024	storage	A Door	Rgt Rgt casing		F	Wood	varnish	-0.2	QM
292	024	storage	A Door	Rgt U Rgt		F	Wood	varnish	-0.3	QM
293	025	Dining Rm	A Wall	L Ctr		F	block	yellow	-0.2	QM
294	025	Dining Rm	B Wall	L Ctr		F	block	yellow	-0.3	QM
295	025	Dining Rm	C Wall	L Ctr		F	block	yellow	-0.3	QM
296	025	Dining Rm	D Wall	L Ctr		F	Brick	yellow	0.0	QM
297	025	Dining Rm	D Ceiling	Ctr		F	Plaster	white	-0.3	QM
298	025	Dining Rm	B radiator	Ctr		F	Steel	yellow	-0.3	QM
299	025	Dining Rm	C Door	Rgt Lft jamb		F	Steel	green	-0.4	QM
300	025	Dining Rm	C Door	Rgt Lft casing		F	Steel	green	-0.1	QM
301	025	Dining Rm	C Door	Rgt U Rgt		F	Steel	beige	-0.1	QM
302	026	storage	A Wall	L Ctr		F	Plaster	beige	-0.4	QM
303	026	storage	B Wall	L Ctr		F	Plaster	beige	-0.5	QM
304	026	storage	C Wall	L Ctr		F	Plaster	beige	-0.4	QM
305	026	storage	D Wall	L Ctr		F	Plaster	beige	-0.3	QM
306	026	storage	D Ceiling	Ctr		F	Plaster	white	-0.2	QM
307	026	storage	B Door	Ctr Lft jamb		F	Steel	purple	0.0	QM
308	026	storage	B Door	Ctr Lft casing		F	Steel	purple	-0.1	QM
309	026	storage	B Door	Ctr U Rgt		F	Steel	purple	0.0	QM
310	027	storage	A Wall	L Ctr		F	Plaster	beige	-0.1	QM
311	027	storage	B Wall	L Ctr		F	Plaster	beige	-0.4	QM
312	027	storage	C Wall	L Ctr		F	Plaster	beige	-0.2	QM
313	027	storage	D Wall	L Ctr		F	Plaster	beige	-0.2	QM
314	027	storage	C Ceiling	Ctr		F	Plaster	white	-0.2	QM
315	027	storage	B Door	Ctr Rgt jamb		F	Steel	purple	-0.2	QM
316	027	storage	B Door	Ctr Rgt casing		F	Steel	purple	-0.5	QM
317	027	storage	B Door	Ctr U Rgt		F	Wood	purple	-0.1	QM
318	028	Hallway	A Wall	L Ctr		F	Plaster	yellow	-0.5	QM
319	028	Hallway	B Wall	L Ctr		F	Plaster	yellow	-0.4	QM
320	028	Hallway	C Wall	L Ctr		F	Dry wall	yellow	-0.4	QM
321	028	Hallway	D Wall	L Ctr		F	Plaster	yellow	-0.4	QM
322	028	Hallway	D Ceiling	Ctr		F	Plaster	white	-0.3	QM

SEQUENTIAL REPORT OF LEAD PAINT INSPECTION FOR:

Read No.	Rm No.	Room Name	Wall	Structure	Location	Member	Paint		Color	Lead (mg/cm ²)	Mode
							Cond	Substrate			
323	028	Hallway	D	Door		Ctr Lft jamb	F	Steel	green	-0.2	QM
324	028	Hallway	D	Door		Ctr Lft casing	F	Wood	white	-0.3	QM
325	028	Hallway	D	Door		Ctr U Rgt	F	Steel	blue	-0.1	QM
326	029	Kitchen	A	Wall	L	Ctr	F	Dry wall	yellow	-0.5	QM
327	029	Kitchen	B	Wall	L	Ctr	F	Plaster	yellow	-0.1	QM
328	029	Kitchen	C	Wall	L	Ctr	F	Plaster	yellow	-0.1	QM
329	029	Kitchen	D	Wall	L	Ctr	F	Plaster	yellow	-0.2	QM
330	029	Kitchen	D	Ceiling		Ctr	F	Plaster	white	-0.2	QM
331	029	Kitchen	B	Window		Ctr Rgt casing	F	Steel	green	-0.3	QM
332	029	Kitchen	A	Door		Ctr Lft jamb	F	Steel	purple	-0.2	QM
333	029	Kitchen	A	Door		Ctr Lft casing	F	Steel	purple	-0.1	QM
334	029	Kitchen	A	Door		Ctr U Rgt	F	Wood	purple	-0.3	QM
335	030	bathroom	A	Wall	L	Ctr	F	ceramic t.	blue	3.7	QM
336	030	bathroom	B	Wall	L	Ctr	F	ceramic t.	blue	3.6	QM
337	030	bathroom	C	Wall	L	Ctr	F	ceramic t.	blue	3.9	QM
338	030	bathroom	D	Wall	L	Ctr	F	ceramic t.	blue	2.0	QM
339	030	bathroom	D	Ceiling		Ctr	F	Plaster	white	-0.2	QM
340	030	bathroom	C	partition		Ctr	F	Steel	blue	-0.1	QM
341	030	bathroom	B	Window		Ctr Sash	F	Steel	beige	-0.1	QM
342	030	bathroom	B	radiator		Ctr	F	Steel	beige	-0.3	QM
343	030	bathroom	D	Door		Lft Rgt jamb	F	Steel	brown	0.3	QM
344	030	bathroom	D	Door		Lft Rgt casing	F	Steel	brown	0.3	QM
345	030	bathroom	D	Door		Lft U Rgt	F	Steel	orange	-0.1	QM
346	031	stage area	A	Wall	L	Ctr	F	block	brown	-0.5	QM
347	031	stage area	B	Wall	L	Ctr	F	block	brown	-0.4	QM
348	031	stage area	C	Wall	L	Ctr	F	block	brown	-0.4	QM
349	031	stage area	D	Wall	L	Ctr	F	block	brown	-0.3	QM
350	031	stage area	A	Wall	U	Ctr	F	block	beige	-0.1	QM
351	031	stage area	B	Wall	U	Ctr	F	block	beige	-0.4	QM
352	031	stage area	C	Wall	U	Ctr	F	block	beige	-0.3	QM
353	031	stage area	D	Wall	U	Ctr	F	block	beige	-0.5	QM
354	031	stage area	D	Floor		Ctr	F	Wood	varnish	-0.4	QM
355	031	stage area	A	radiator		Rgt	F	Steel	brown	-0.2	QM
356	031	stage area	B	Door		Ctr Lft jamb	F	Steel	brown	0.0	QM
357	031	stage area	B	Door		Ctr Lft casing	F	Steel	brown	-0.2	QM
358	031	stage area	B	Door		Ctr U Rgt	F	Steel	green	-0.1	QM
359	031	stage area	C	Window		Ctr Sash	F	Steel	beige	1.2	QM
360	031	stage area	D	mid molding		Rgt	F	Wood	brown	-0.2	QM
361	031	stage area	D	mid molding		Rgt	F	Wood	beige	-0.4	QM
362	031	stage area	D	Door		Rgt Lft jamb	F	Wood	brown	0.3	QM
363	031	stage area	D	Door		Rgt Lft casing	F	Wood	brown	0.5	QM
364	031	stage area	D	Door		Rgt U Rgt	F	Steel	orange	0.5	QM
365	032	gym	A	Wall	L	Ctr	F	Wood	brown	-0.3	QM
366	032	gym	B	Wall	L	Ctr	F	Wood	brown	-0.2	QM
367	032	gym	C	Wall	L	Ctr	F	Wood	brown	-0.2	QM
368	032	gym	D	Wall	L	Ctr	F	Wood	brown	0.0	QM
369	032	gym	A	Wall	U	Ctr	F	Plaster	beige	-0.1	QM
370	032	gym	B	Wall	U	Ctr	F	Plaster	beige	0.0	QM
371	032	gym	C	Wall	U	Ctr	F	Plaster	beige	0.0	QM
372	032	gym	D	Wall	U	Ctr	F	Plaster	beige	0.2	QM
373	032	gym	D	Ceiling		Ctr	F	Plaster	beige	0.0	QM
374	032	gym	A	Floor		Ctr	F	Wood	varnish	-0.3	QM
375	032	gym	A	Floor		Ctr	F	Wood	white	-0.3	QM
376	032	gym	A	Floor		Ctr	F	Wood	red	-0.2	QM
377	032	gym	B	Door		Lft Rgt jamb	F	Wood	brown	-0.1	QM

SEQUENTIAL REPORT OF LEAD PAINT INSPECTION FOR:

Read No.	Rm No.	Room Name	Wall Structure	Location	Member	Paint		Color	Lead (mg/cm ²)	Mode
						Cond	Substrate			
378	032	gym	B Door		Lft Rgt casing	F Wood		brown	-0.1	QM
379	032	gym	B Door		Lft U Rgt	F Steel		green	-0.1	QM
380	032	gym	C Door		Rgt Lft jamb	F Wood		brown	-0.2	QM
381	032	gym	C Door		Rgt Lft casing	F Wood		brown	-0.2	QM
382	032	gym	C Door		Rgt U Ctr	F Steel		green	-0.1	QM
383	033	Hallway	A Wall	L Ctr		F Plaster		beige	0.0	QM
384	033	Hallway	B Wall	L Ctr		F Plaster		beige	-0.1	QM
385	033	Hallway	C Wall	L Ctr		F Plaster		beige	-0.3	QM
386	033	Hallway	D Wall	L Ctr		F Plaster		beige	-0.2	QM
387	033	Hallway	D Ceiling		Ctr	F Plaster		white	-0.1	QM
388	033	Hallway	D locker		Rgt	F Steel		beige	-0.2	QM
389	033	Hallway	D Door		Rgt Rgt jamb	F Steel		beige	-0.1	QM
390	033	Hallway	D Door		Rgt Rgt casing	F Steel		beige	-0.1	QM
391	033	Hallway	D Door		Rgt U Rgt	F Steel		gray	0.0	QM
392	033	Hallway	B Door		Lft Lft jamb	F Steel		beige	-0.2	QM
393	033	Hallway	B Door		Lft Lft casing	F Steel		beige	-0.3	QM
394	033	Hallway	B Door		Lft U Ctr	F Steel		green	-0.2	QM
395	034	Foyer	A Wall	U Ctr		F Plaster		beige	0.0	QM
396	034	Foyer	B Wall	U Ctr		F Plaster		beige	0.0	QM
397	034	Foyer	C Wall	U Ctr		F Plaster		beige	-0.2	QM
398	034	Foyer	D Wall	U Ctr		F Plaster		beige	0.1	QM
399	034	Foyer	D Ceiling		Ctr	F Plaster		white	0.0	QM
400	034	Foyer	A Window		Ctr Rgt casing	F Steel		green	-0.2	QM
401	034	Foyer	A Door		Ctr Lft jamb	F Steel		green	-0.1	QM
402	034	Foyer	A Door		Ctr Lft casing	F Steel		green	-0.2	QM
403	034	Foyer	A Door		Ctr U Rgt	F Steel		green	-0.1	QM
404	035	Closet	A Wall	L Ctr		P Plaster		blue	0.0	QM
405	035	Closet	B Wall	L Ctr		P Plaster		blue	-0.1	QM
406	035	Closet	C Wall	L Ctr		P Plaster		blue	0.0	QM
407	035	Closet	D Wall	L Ctr		P Plaster		blue	-0.1	QM
408	035	Closet	D Ceiling		Ctr	P Plaster		white	0.0	QM
409	035	Closet	A radiator		Ctr	P Steel		brown	-0.2	QM
410	035	Closet	A Window		Ctr Rgt jamb	P Wood		varnish	-0.2	QM
411	035	Closet	A Window		Ctr Rgt casing	P Wood		varnish	0.0	QM
412	035	Closet	A Window		Ctr Sill	P Wood		varnish	-0.1	QM
413	035	Closet	C Door		Ctr Lft jamb	P Wood		varnish	-0.4	QM
414	035	Closet	C Door		Ctr Lft casing	P Wood		varnish	-0.3	QM
415	035	Closet	C Door		Ctr U Rgt	P Wood		varnish	-0.2	QM
416	035	Closet	C Floor		Ctr	P Concrete		varnish	-0.2	QM
417	036	Closet	A Wall	L Ctr		P Plaster		blue	-0.2	QM
418	036	Closet	B Wall	L Ctr		P Plaster		blue	-0.3	QM
419	036	Closet	C Wall	L Ctr		P Plaster		blue	-0.1	QM
420	036	Closet	D Wall	L Ctr		P Plaster		blue	-0.1	QM
421	036	Closet	D Ceiling		Ctr	P Plaster		white	-0.1	QM
422	036	Closet	A Floor		Ctr	F Wood		varnish	-0.3	QM
423	036	Closet	D locker		Ctr	F Steel		brown	-0.1	QM
424	036	Closet	C Door		Ctr Rgt jamb	F Steel		gray	-0.2	QM
425	036	Closet	C Door		Ctr Rgt casing	F Steel		gray	-0.4	QM
426	036	Closet	C Door		Ctr U Rgt	F Steel		gray	-0.2	QM
427	037	office	A Wall	L Ctr		F Plaster		beige	0.4	QM
428	037	office	B Wall	L Ctr		F Plaster		beige	0.3	QM
429	037	office	C Wall	L Ctr		F Plaster		beige	0.2	QM
430	037	office	D Wall	L Ctr		F Plaster		beige	0.1	QM
431	037	office	A Wall	U Ctr		F Plaster		white	-0.1	QM
432	037	office	B Wall	U Ctr		F Plaster		white	-0.2	QM

SEQUENTIAL REPORT OF LEAD PAINT INSPECTION FOR:

Read No.	Rm No.	Room Name	Wall	Structure	Location	Member	Paint		Color	Lead (mg/cm ²)	Mode
							Cond	Substrate			
433	037	office	C	Wall	U	Ctr	F	Plaster	white	-0.1	QM
434	037	office	D	Wall	U	Ctr	F	Plaster	white	-0.1	QM
435	037	office	D	Ceiling		Ctr	F	Plaster	white	0.1	QM
436	037	office	D	Floor		Ctr	F	Wood	varnish	-0.2	QM
437	037	office	D	radiator		Ctr	F	Steel	beige	0.0	QM
438	037	office	D	Window	Lft	Rgt casing	F	Wood	brown	-0.2	QM
439	037	office	D	Window	Rgt	Rgt casing	F	Wood	brown	0.0	QM
440	037	office	C	book shelf		Ctr	F	Wood	varnish	-0.2	QM
441	037	office	C	Door	Lft	Lft jamb	F	Wood	varnish	-0.2	QM
442	037	office	C	Door	Lft	Lft casing	F	Wood	varnish	-0.1	QM
443	037	office	C	Door	Lft	U Rgt	F	Wood	varnish	-0.3	QM
444	038	stairwell	A	Wall	U	Ctr	F	Plaster	white	-0.1	QM
445	038	stairwell	B	Wall	U	Ctr	F	Plaster	white	0.1	QM
446	038	stairwell	C	Wall	U	Ctr	F	Plaster	white	0.3	QM
447	038	stairwell	D	Wall	U	Ctr	F	Plaster	white	0.0	QM
448	038	stairwell	D	Ceiling		Ctr	F	Plaster	white	-0.2	QM
449	038	stairwell	A	Floor		Ctr	F	Concrete	brown	-0.2	QM
450	038	stairwell	D	Window	Ctr	Rgt casing	F	Wood	beige	-0.1	QM
451	038	stairwell	D	radiator		Ctr	F	Steel	white	-0.2	QM
452	038	stairwell	A	Stairs		Ctr railing	F	Steel	black	0.2	QM
453	038	stairwell	A	Stairs		Ctr Risers	F	Steel	beige	-0.2	QM
454	038	stairwell	A	Stairs		Ctr Treads	F	Steel	beige	-0.2	QM
455	038	stairwell	B	Door		Ctr Lft jamb	F	Steel	beige	-0.1	QM
456	038	stairwell	B	Door		Ctr Rgt casing	F	Steel	beige	-0.3	QM
457	038	stairwell	B	Door		Ctr U Rgt	F	Steel	blue	-0.1	QM
458	039	office	A	Wall	L	Ctr	F	Plaster	beige	-0.2	QM
459	039	office	B	Wall	L	Ctr	F	Plaster	beige	-0.2	QM
460	039	office	C	Wall	L	Ctr	F	Plaster	beige	-0.1	QM
461	039	office	D	Wall	L	Ctr	F	Plaster	beige	-0.1	QM
462	039	office	D	Ceiling		Ctr	F	Plaster	white	0.2	QM
463	039	office	B	Floor		Ctr	F	Wood	varnish	-0.2	QM
464	039	office	D	radiator		Lft	F	Steel	beige	-0.1	QM
465	039	office	D	Window	Lft	Rgt casing	F	Wood	beige	-0.3	QM
466	039	office	D	Window	Rgt	Rgt casing	F	Wood	beige	0.0	QM
467	039	office	C	book shelf		Ctr	F	Wood	beige	1.2	QM
468	039	office	A	chalk board		Rgt	F	caulk	beige	1.2	QM
469	039	office	B	Door	Lft	Lft jamb	F	Wood	beige	-0.2	QM
470	039	office	B	Door	Lft	Lft casing	F	Wood	beige	-0.6	QM
471	039	office	B	Door	Lft	U Rgt	F	Wood	beige	-0.3	QM
472	040	office	A	Wall	L	Ctr	F	Plaster	yellow	-0.2	QM
473	040	office	B	Wall	L	Ctr	F	Plaster	yellow	-0.2	QM
474	040	office	C	Wall	L	Ctr	F	Plaster	yellow	0.0	QM
475	040	office	D	Wall	L	Ctr	F	Plaster	yellow	0.0	QM
476	040	office	D	Ceiling		Ctr	F	Plaster	white	0.2	QM
477	040	office	B	Floor		Ctr	F	Wood	varnish	-0.3	QM
478	040	office	C	book shelf		Ctr	F	Wood	varnish	-0.2	QM
479	040	office	B	chalk board		Ctr	F	Plaster	yellow	-0.3	QM
480	040	office	D	radiator		Lft	F	Steel	silver	-0.3	QM
481	040	office	D	Window	Lft	Rgt casing	F	Wood	varnish	0.0	QM
482	040	office	D	Window	Rgt	Rgt casing	F	Wood	varnish	-0.1	QM
483	040	office	C	Door	Lft	Rgt jamb	F	Wood	varnish	-0.3	QM
484	040	office	C	Door	Lft	Rgt casing	F	Wood	varnish	-0.3	QM
485	040	office	C	Door	Lft	U Rgt	F	Wood	varnish	-0.2	QM
486	040	office	B	Door	Lft	Lft jamb	F	Steel	white	-0.2	QM
487	040	office	B	Door	Lft	Lft casing	F	Steel	white	-0.4	QM

SEQUENTIAL REPORT OF LEAD PAINT INSPECTION FOR:

Read No.	Rm No.	Room Name	Wall Structure	Location	Member	Paint Cond	Substrate	Color	Lead (mg/cm ²)	Mode
488	040	office	B Door		Lft U Ctr	F Steel		blue	-0.3	QM
489	041	stairwell	A Wall		L Ctr	F Plaster		white	-0.2	QM
490	041	stairwell	B Wall		L Ctr	F Plaster		white	-0.2	QM
491	041	stairwell	C Wall		L Ctr	F Plaster		white	-0.2	QM
492	041	stairwell	D Wall		L Ctr	F Plaster		white	-0.2	QM
493	041	stairwell	A Ceiling		Ctr	F Plaster		white	-0.2	QM
494	041	stairwell	C Floor		Ctr	F Concrete		gray	-0.4	QM
495	041	stairwell	D Window		Ctr Rgt casing	F Wood		beige	-0.1	QM
496	041	stairwell	D radiator		Ctr	F Steel		beige	-0.2	QM
497	041	stairwell	C Stairs		Ctr railing	F Steel		black	0.0	QM
498	041	stairwell	C Stairs		Ctr Risers	F Steel		beige	0.3	QM
499	041	stairwell	C Stairs		Ctr Treads	F Steel		beige	1.2	QM
500	041	stairwell	B Door		Ctr Lft jamb	F Steel		beige	-0.2	QM
501	041	stairwell	B Door		Ctr Lft casing	F Steel		beige	-0.2	QM
502	041	stairwell	B Door		Ctr U Rgt	F Steel		blue	-0.3	QM
503	042	office	A Wall		L Ctr	F Plaster		blue	0.0	QM
504	042	office	B Wall		L Ctr	F Plaster		blue	-0.1	QM
505	042	office	C Wall		L Ctr	F Plaster		blue	0.0	QM
506	042	office	D Wall		L Ctr	F Plaster		blue	0.0	QM
507	042	office	A Ceiling		Ctr	F Plaster		white	-0.1	QM
508	042	office	A Floor		Ctr	F Wood		varnish	-0.1	QM
509	042	office	D radiator		Ctr	F Steel		beige	-0.2	QM
510	042	office	C book shelf		Ctr	F Wood		varnish	2.2	QM
511	042	office	A chalk board		Lft	F caulk		blue	1.2	QM
512	042	office	D Window		Lft Rgt casing	F Wood		varnish	-0.2	QM
513	042	office	D Window		Rgt Rgt casing	F Wood		varnish	-0.4	QM
514	042	office	B Door		Lft Rgt jamb	F Wood		varnish	-0.3	QM
515	042	office	B Door		Lft Rgt casing	F Wood		varnish	-0.2	QM
516	042	office	B Door		Lft U Rgt	F Wood		varnish	-0.2	QM
517	042	office	B Door		Rgt Lft jamb	F Steel		white	-0.2	QM
518	042	office	B Door		Rgt Lft casing	F Steel		white	-0.1	QM
519	042	office	B Door		Rgt U Rgt	F Steel		blue	-0.4	QM
520	043	office	A Wall		L Ctr	F Plaster		blue	-0.4	QM
521	043	office	B Wall		L Ctr	F block		blue	-0.2	QM
522	043	office	C Wall		L Ctr	F block		blue	-0.4	QM
523	043	office	D Wall		L Ctr	F Brick		blue	-0.3	QM
524	043	office	D Ceiling		Ctr	F Plaster		white	-0.3	QM
525	043	office	C radiator		Ctr	F Steel		blue	-0.2	QM
526	043	office	C Window		Lft Rgt casing	F Steel		white	0.0	QM
527	043	office	C Window		Rgt Rgt casing	F Steel		white	-0.1	QM
528	043	office	A Door		Lft Lft jamb	F Steel		white	-0.1	QM
529	043	office	A Door		Lft Lft casing	F Steel		white	-0.1	QM
530	043	office	A Door		Lft U Rgt	F Steel		blue	-0.1	QM
531	044	office	A Wall		L Ctr	F Brick		blue	-0.2	QM
532	044	office	B Wall		L Ctr	F block		blue	-0.1	QM
533	044	office	C Wall		L Ctr	F block		blue	-0.1	QM
534	044	office	D Wall		L Ctr	F block		blue	0.2	QM
535	044	office	D Ceiling		Ctr	F Plaster		white	-0.1	QM
536	044	office	C radiator		Ctr	F Steel		blue	-0.2	QM
537	044	office	C Window		Lft Rgt casing	F Steel		beige	0.1	QM
538	044	office	C Window		Rgt Rgt casing	F Steel		beige	0.1	QM
539	044	office	D Door		Ctr Lft jamb	F Steel		beige	-0.4	QM
540	044	office	D Door		Ctr Lft casing	F Steel		beige	-0.3	QM
541	044	office	D Door		Ctr U Rgt	F Steel		gray	-0.4	QM
542	045	bathroom	A Wall		L Ctr	F ceramic t.		blue	2.0	QM

SEQUENTIAL REPORT OF LEAD PAINT INSPECTION FOR:

Read No.	Rm No.	Room Name	Wall Structure	Location	Member	Paint		Color	Lead (mg/cm ²)	Mode
						Cond	Substrate			
543	045	bathroom	B Wall		L Ctr		F ceramic t.	blue	1.9	QM
544	045	bathroom	C Wall		L Ctr		F ceramic t.	blue	2.5	QM
545	045	bathroom	D Wall		L Ctr		F ceramic t.	blue	2.0	QM
546	045	bathroom	D Ceiling		Ctr		F Plaster	white	-0.2	QM
547	045	bathroom	B radiator		Ctr		F Steel	white	-0.2	QM
548	045	bathroom	A partition		Ctr		F Steel	blue	0.0	QM
549	045	bathroom	B Window		Ctr Rgt casing		F Wood	blue	-0.2	QM
550	045	bathroom	D Door		Ctr Rgt jamb		F Steel	blue	-0.3	QM
551	045	bathroom	D Door		Ctr Rgt casing		F Steel	blue	-0.2	QM
552	045	bathroom	D Door		Ctr U Rgt		F Steel	purple	-0.2	QM
553	046	office	A Wall		L Ctr		F Plaster	blue	0.0	QM
554	046	office	B Wall		L Ctr		F Plaster	blue	-0.1	QM
555	046	office	C Wall		L Ctr		F Plaster	blue	0.0	QM
556	046	office	D Wall		L Ctr		F Plaster	blue	-0.1	QM
557	046	office	D Ceiling		Ctr		F Plaster	white	-0.1	QM
558	046	office	C Floor		Ctr		F Wood	varnish	-0.3	QM
559	046	office	B radiator		Ctr		F Steel	blue	0.2	QM
560	046	office	B Window		Lft Rgt casing		F Wood	varnish	-0.5	QM
561	046	office	B Window		Rgt Rgt casing		F Wood	varnish	-0.3	QM
562	046	office	D Door		Lft Lft jamb		F Steel	beige	-0.2	QM
563	046	office	D Door		Lft Lft casing		F Steel	beige	-0.1	QM
564	046	office	D Door		Lft U Rgt		F Steel	blue	-0.1	QM
565	047	office	A Wall		L Ctr		F Plaster	blue	-0.1	QM
566	047	office	B Wall		L Ctr		F Plaster	blue	-0.2	QM
567	047	office	C Wall		L Ctr		F Plaster	blue	-0.2	QM
568	047	office	D Wall		L Ctr		F Plaster	blue	0.0	QM
569	047	office	D Ceiling		Ctr		F Plaster	white	-0.2	QM
570	047	office	B Floor		Ctr		F Wood	varnish	-0.1	QM
571	047	office	B radiator		Lft		F Steel	blue	-0.2	QM
572	047	office	A book shelf		Ctr		F Wood	varnish	-0.1	QM
573	047	office	B Window		Lft Rgt casing		F Wood	varnish	-0.1	QM
574	047	office	B Window		Rgt Rgt casing		F Wood	varnish	-0.2	QM
575	047	office	C chalk board		Lft		F caulk	blue	1.2	QM
576	047	office	D Door		Lft Lft jamb		F Steel	brown	-0.2	QM
577	047	office	D Door		Lft Lft casing		F Steel	brown	-0.1	QM
578	047	office	D Door		Lft U Rgt		F Steel	blue	-0.2	QM
579		CALIBRATION							1.1	Std
580		CALIBRATION							0.9	Std
581		CALIBRATION							0.9	Std
582		CALIBRATION							-0.2	Std
583		CALIBRATION							-0.2	Std
584		CALIBRATION							-0.1	Std
585		CALIBRATION							0.9	Std
586		CALIBRATION							0.9	Std
587		CALIBRATION							0.8	Std
588		CALIBRATION							-0.1	Std
589		CALIBRATION							-0.2	Std
590		CALIBRATION							-0.2	Std
591	048	bathroom	A Wall		L Ctr		F ceramic t.	blue	2.1	QM
592	048	bathroom	B Wall		L Ctr		F ceramic t.	blue	2.1	QM
593	048	bathroom	C Wall		L Ctr		F ceramic t.	blue	2.1	QM
594	048	bathroom	D Wall		L Ctr		F ceramic t.	blue	2.0	QM
595	048	bathroom	D Ceiling		Ctr		F Plaster	white	-0.2	QM
596	048	bathroom	B radiator		Ctr		F Steel	white	-0.3	QM
597	048	bathroom	C partition		Ctr		F Steel	blue	-0.2	QM

SEQUENTIAL REPORT OF LEAD PAINT INSPECTION FOR:

Read No.	Rm No.	Room Name	Wall Structure	Location	Member	Paint		Color	Lead (mg/cm ²)	Mode
						Cond	Substrate			
598	048	bathroom	B Window		Ctr Rgt casing	F Wood		blue	-0.3	QM
599	048	bathroom	D Door		Ctr Rgt jamb	F Steel		blue	-0.2	QM
600	048	bathroom	D Door		Ctr Rgt casing	F Steel		blue	-0.2	QM
601	048	bathroom	D Door		Ctr U Rgt	F Steel		purple	0.1	QM
602	049	Hallway	A Wall	L Ctr		F Plaster		blue	-0.1	QM
603	049	Hallway	B Wall	L Ctr		F Plaster		blue	-0.1	QM
604	049	Hallway	C Wall	L Ctr		F Plaster		blue	-0.2	QM
605	049	Hallway	D Wall	L Ctr		F Plaster		blue	0.0	QM
606	049	Hallway	A Wall	U Ctr		F Plaster		white	0.2	QM
607	049	Hallway	B Wall	U Ctr		F Plaster		white	-0.2	QM
608	049	Hallway	C Wall	U Ctr		F Plaster		white	0.4	QM
609	049	Hallway	D Wall	U Ctr		F Plaster		white	0.5	QM
610	049	Hallway	D Ceiling		Ctr	F Plaster		white	-0.1	QM
611	049	Hallway	B Floor		Ctr	F Concrete		brown	-0.3	QM
612	049	Hallway	B locker		Ctr	F Steel		beige	-0.1	QM
613	049	Hallway	D Door		Rgt Rgt jamb	F Steel		beige	-0.1	QM
614	049	Hallway	D Door		Rgt Rgt casing	F Steel		beige	-0.1	QM
615	049	Hallway	D Door		Rgt U Rgt	F Steel		purple	-0.1	QM
616	049	Hallway	B Door		Lft Lft jamb	F Steel		beige	-0.1	QM
617	049	Hallway	B Door		Lft Lft casing	F Steel		beige	-0.1	QM
618	049	Hallway	B Door		Lft U Rgt	F Steel		purple	-0.2	QM
619	001	side d	A roof		Ctr	P roof paint		silver	-0.4	QM
620	001	side d	B roof		Ctr	P roof paint		silver	-0.1	QM
621	001	side d	C roof		Ctr	P roof paint		silver	-0.4	QM
622	001	side d	D roof		Ctr	P roof paint		silver	-0.5	QM
623	001	side d	C Window		Lft Rgt jamb	P Wood		beige	5.2	QM
624	001	side d	C Window		Lft Rgt casing	P Wood		beige	>9.9	QM
625	001	side d	C Window		Lft Sash	P Steel		beige	2.3	QM
626	001	side d	C Window		Ctr Rgt jamb	P Wood		beige	>9.9	QM
627	001	side d	C Window		Ctr Rgt casing	P Wood		beige	>9.9	QM
628	001	side d	C Window		Ctr Sash	P Steel		beige	>9.9	QM
629	001	side d	C Window		Rgt Rgt jamb	P Wood		beige	>9.9	QM
630	001	side d	C Window		Rgt Rgt casing	P Wood		beige	>9.9	QM
631	001	side d	C Window		Rgt Sash	P Steel		beige	>9.9	QM
632	001	side d	C gutter		Lft	F Steel		brown	-0.5	QM
633	001	side d	C liter		Lft	F Steel		brown	-0.3	QM
634	001	side d	A Door		Rgt Rgt jamb	F Steel		green	-0.1	QM
635	001	side d	A Door		Rgt Rgt casing	F Steel		green	-0.2	QM
636	001	side d	A Door		Rgt U Rgt	F Steel		green	-0.3	QM
637	001	side d	A Door		Rgt Rgt jamb	F Wood		green	>9.9	QM
638	001	side d	A Door		Rgt Rgt casing	F Wood		green	6.8	QM
639	001	side d	A Stairs		Rgt railing	F Wood		black	-0.2	QM
640	001	side d	A Window		Rgt Rgt jamb	F Wood		beige	1.7	QM
641	001	side d	A Window		Rgt Rgt casing	F Wood		beige	2.4	QM
642	001	side d	A Window		Rgt Sash	F Steel		beige	2.1	QM
643	001	side d	A Window		Lft Rgt jamb	F Wood		beige	>9.9	QM
644	001	side d	A Window		Lft Rgt casing	F Wood		beige	>9.9	QM
645	001	side d	A Window		Lft Sash	F Steel		beige	>9.9	QM
646	001	side d	A Window		Rgt grate	F Steel		silver	-0.2	QM
647	001	side d	A Window		Lft grate	P Steel		pink	-0.2	QM
648	001	side d	B Stairs		Lft railing	P Steel		red	-0.4	QM
649	001	side d	B Stairs		Lft Risers	P Steel		red	-0.4	QM
650	001	side d	B Stairs		Lft Treads	P Steel		red	-0.1	QM
651	001	side d	B Door		Ctr Lft jamb	P Steel		purple	-0.1	QM
652	001	side d	B Door		Ctr U Rgt	P Steel		gray	-0.3	QM

SEQUENTIAL REPORT OF LEAD PAINT INSPECTION FOR:

Read No.	Rm No.	Room Name	Wall Structure	Location	Member	Paint Cond	Substrate	Color	Lead (mg/cm ²)	Mode
653	001	side d	C	Window	Lft grate	P	Steel	red	-0.2	QM
654	001	side d	C	Window	Ctr grate	P	Steel	red	-0.2	QM
655	001	side d	C	Window	Rgt grate	P	Steel	red	-0.1	QM
656	001	side d	D	Window	Lft grate	P	Steel	black	-0.3	QM
657	001	side d	D	Window	Ctr grate	P	Steel	black	-0.1	QM
658	001	side d	D	Window	Rgt grate	P	Steel	black	-0.1	QM
659	001	side d	D	Door	Rgt Rgt casing	P	Wood	beige	0.1	QM
660	001	side d	D	Door	Rgt U Rgt	P	Steel	gray	-0.2	QM
661	001	side d	D	Door	Rgt Rgt jamb	P	Wood	beige	0.0	QM
662	001	side d	D	Door	Rgt Rgt casing	P	Wood	beige	0.2	QM
663	001	side d	D	Door	Rgt Lft jamb	P	Wood	beige	-0.2	QM
664	001	side d	D	Door	Rgt Lft casing	P	Wood	beige	1.8	QM
665	001	side d	D	Door	Lft Rgt casing	P	Wood	beige	0.2	QM
666	001	side d	D	Door	Lft U Rgt	P	Steel	gray	-0.2	QM
667	001	side d	D	Door	Lft Rgt jamb	P	Wood	gray	1.2	QM
668	001	side d	D	Door	Lft Rgt casing	P	Wood	gray	-0.2	QM
669	001	side d	D	Door	Lft Lft jamb	P	Wood	gray	0.5	QM
670	001	side d	D	Door	Lft Lft casing	P	Wood	gray	4.3	QM
671		CALIBRATION							0.9	Std
672		CALIBRATION							0.8	Std
673		CALIBRATION							1.0	Std
674		CALIBRATION							-0.2	Std
675		CALIBRATION							-0.1	Std
676		CALIBRATION							-0.1	Std

---- End of Readings ----

SUMMARY REPORT OF LEAD PAINT INSPECTION FOR:

Inspection Date: 12/17/11
 Report Date: 12/19/2011
 Abatement Level: 1.2
 Report No. 12/17/11 10:08
 Total Readings: 676 Actionable: 47
 Job Started: 12/17/11 10:08
 Job Finished: 12/18/11 18:00

Reading No.	Wall	Structure	Location	Member	Paint Cond	Substrate	Color	Lead (mg/cm ²)	Mode
Exterior Room 001 side d									
643	A	Window	Lft	Rgt jamb	F	Wood	beige	>9.9	QM
644	A	Window	Lft	Rgt casing	F	Wood	beige	>9.9	QM
645	A	Window	Lft	Sash	F	Steel	beige	>9.9	QM
640	A	Window	Rgt	Rgt jamb	F	Wood	beige	1.7	QM
641	A	Window	Rgt	Rgt casing	F	Wood	beige	2.4	QM
642	A	Window	Rgt	Sash	F	Steel	beige	2.1	QM
637	A	Door	Rgt	Rgt jamb	F	Wood	green	>9.9	QM
638	A	Door	Rgt	Rgt casing	F	Wood	green	6.8	QM
623	C	Window	Lft	Rgt jamb	P	Wood	beige	5.2	QM
624	C	Window	Lft	Rgt casing	P	Wood	beige	>9.9	QM
625	C	Window	Lft	Sash	P	Steel	beige	2.3	QM
626	C	Window	Ctr	Rgt jamb	P	Wood	beige	>9.9	QM
627	C	Window	Ctr	Rgt casing	P	Wood	beige	>9.9	QM
628	C	Window	Ctr	Sash	P	Steel	beige	>9.9	QM
629	C	Window	Rgt	Rgt jamb	P	Wood	beige	>9.9	QM
630	C	Window	Rgt	Rgt casing	P	Wood	beige	>9.9	QM
631	C	Window	Rgt	Sash	P	Steel	beige	>9.9	QM
667	D	Door	Lft	Rgt jamb	P	Wood	gray	1.2	QM
670	D	Door	Lft	Lft casing	P	Wood	gray	4.3	QM
664	D	Door	Rgt	Lft casing	P	Wood	beige	1.8	QM
Interior Room 002 boiler room									
020	C	beam	Ctr		F	Concrete	red	3.6	QM
Interior Room 003 Closet									
029	B	Window	Ctr	Rgt casing	P	Steel	beige	>9.9	QM
Interior Room 004 Foyer									
039	C	Door	Rgt	U Rgt	P	Wood	beige	>9.9	QM
Interior Room 020 bathroom									
233	A	Wall	L Ctr		F	ceramic t. blue		2.3	QM
234	B	Wall	L Ctr		F	ceramic t. blue		2.5	QM
235	C	Wall	L Ctr		F	ceramic t. blue		2.5	QM
236	D	Wall	L Ctr		F	ceramic t. blue		1.8	QM
Interior Room 021 office									
261	B	radiator	Rgt		F	Steel	beige	1.2	QM
Interior Room 030 bathroom									
335	A	Wall	L Ctr		F	ceramic t. blue		3.7	QM
336	B	Wall	L Ctr		F	ceramic t. blue		3.6	QM
337	C	Wall	L Ctr		F	ceramic t. blue		3.9	QM
338	D	Wall	L Ctr		F	ceramic t. blue		2.0	QM
Interior Room 031 stage area									
359	C	Window	Ctr	Sash	F	Steel	beige	1.2	QM
Interior Room 039 office									

SUMMARY REPORT OF LEAD PAINT INSPECTION FOR:

Reading No.	Wall	Structure	Location	Member	Paint Cond	Substrate	Color	Lead (mg/cm ²)	Mode
468	A	chalk board	Rgt		F	caulk	beige	1.2	QM
467	C	book shelf	Ctr		F	Wood	beige	1.2	QM
Interior Room 041 stairwell									
499	C	Stairs	Ctr	Treads	F	Steel	beige	1.2	QM
Interior Room 042 office									
511	A	chalk board	Lft		F	caulk	blue	1.2	QM
510	C	book shelf	Ctr		F	Wood	varnish	2.2	QM
Interior Room 045 bathroom									
542	A	Wall	L Ctr		F	ceramic t. blue		2.0	QM
543	B	Wall	L Ctr		F	ceramic t. blue		1.9	QM
544	C	Wall	L Ctr		F	ceramic t. blue		2.5	QM
545	D	Wall	L Ctr		F	ceramic t. blue		2.0	QM
Interior Room 047 office									
575	C	chalk board	Lft		F	caulk	blue	1.2	QM
Interior Room 048 bathroom									
591	A	Wall	L Ctr		F	ceramic t. blue		2.1	QM
592	B	Wall	L Ctr		F	ceramic t. blue		2.1	QM
593	C	Wall	L Ctr		F	ceramic t. blue		2.1	QM
594	D	Wall	L Ctr		F	ceramic t. blue		2.0	QM

Calibration Readings

---- End of Readings ----

1.1.14.1 CURVIE CENTER SEE P. 111 FOR SOH. W. 2004-2113
LEAD INSPECTION

(39)
(23-72)

(30)
(B-2)
14-22

Room B-1
(7-13)

(B-4)
(33-73) (39)

W. 2004-2113
P. 111

BLACK - ROOM NUMBERS
BLUE - SAMPLES PER ROOM
RED - POSITIVE SAMPLES

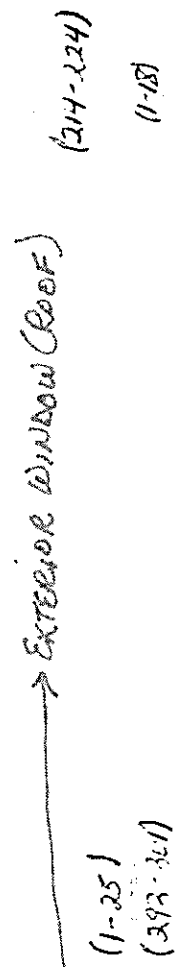
LEAD INSPECTION

EXTERIOR SAMPLES - (619-678)

BLACK - ROOM NUMBERS
Blue - SAMPLES PER ROOM
Red - POSITIVE SAMPLES

(346-304)
(1-31)

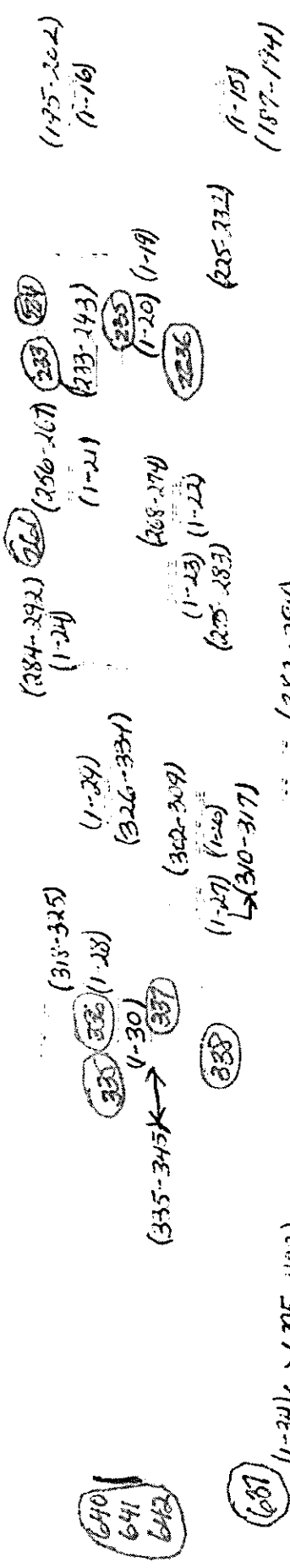
(629)
(630)
(631) EXTERIOR WINDOW



(1-32)
(305-302)

(620)
(621)
(625) → EXTERIOR WINDOW (ROOF)

(643)
(644)
(645)



(335-345) → (337)
(338)
(1-27) (1-29)
(310-317)

(1-34) ↔ (395-403)

(1-6)
(50-64) (80-92) (105-116)
(1-8)

(117-134)

(1-5)
(44-55) (65-74) (1-7) (1-9)

(1-10) (135-158) (1-11)

(157-168) (175-180) (1-14) (112) (120-117) (1-13)

(668) (667) (669)

Carver Center
First Floor Plan

12/19, Garver Center, 500 Patison St, WO# 2012-2115

LEAD INSPECTION

Black - Room Numbers
Blue - Samples per Room
Red - Positive Samples

(404-416) (2-44) (520-532)
 (2-36) (531-541) (2-43)
 (407-426) (542-552) (549)
 (592) (2-45) (594)
 (592) (594)
 (565-578) (573-564) (592) (594)
 (2-47) (2-40) (592) (594)
 (2-49) (602-618)
 (444-457) (468) (458-471) (467) (472-458)
 (2-37) (2-38) (2-39) (2-40)
 (427-443) (2-41) (571)

Garver Center
500 Patison St

SECTION 024113 - SELECTIVE DEMOLITION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes the following:

1. This is a historic building and all demolition work is to be performed by skilled tradesmen. Original materials are to be salvaged for reuse where possible.
2. Demolition and removal of selected portions of the Carver Community Center, including roofing, partitions, windows, doors, frames, hardware, HVAC, and electrical items.
3. Patching and repairs are to be completed under other sections of the specifications but coordination between demolition and renovation must be considered and planned for.
4. Salvage all original materials for reuse in renovation work.
5. Fire protection.
6. Traffic control.
7. Protection of utilities.

- B. Related Sections: The following Sections contain requirements that relate to this Section:

1. Division 1 Section 010000 "Summary of Work" for use of the building requirements.
2. Division 1 Section 010000 "Cutting and Patching" for cutting and patching procedures for selective demolition operations.
3. Division 1 Section 010000 for temporary utilities, temporary construction and support facilities, temporary security and protection facilities, and environmental protection measures for selective demolition operations.
4. Division 1 Section 010000 "Contract Closeout" for record document requirements.
7. Division 22 Section 220500 for cutting, patching, or relocating mechanical items.
8. Division 26 Section 260510 for cutting, patching, or relocating electrical items.
9. Division 1 Section 010000 "Hazardous Materials".

1.3 DEFINITIONS

- A. Remove: Remove and legally dispose of items except those indicated to be reinstalled, salvaged, or to remain the Owner's property.
- B. Remove and Salvage: Items indicated to be removed and salvaged remain the Owner's property. Remove, clean, and pack or crate items to protect against damage. Identify contents of containers and deliver to Owner's designated storage area.
- C. Remove and Reinstall: Remove items indicated; clean, service, and otherwise prepare them for reuse; store and protect against damage. Reinstall items in the same locations or in locations indicated.
- D. Existing to Remain: Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by the Architect, items may be removed to a suitable, protected storage location

during selective demolition and then cleaned and reinstalled in their original locations.

1.4 MATERIALS OWNERSHIP

- A. Except for items or materials indicated to be reused, salvaged, reinstalled, or otherwise indicated to remain the Owner's property, demolished materials shall become the Contractor's property and shall be removed from the site with further disposition at the Contractor's option.
- B. Historical items, relics, and similar objects including, but not limited to, existing structures and their contents, all building materials, commemorative plaques and tablets, antiques, and other items of interest or value to the Owner, which may be encountered during selective demolition, remain the Owner's property. Carefully remove and salvage each item or object in a manner to prevent damage and deliver promptly to the Owner.

1.5 SUBMITTALS

- A. General: Submit each item in this Article according to the Conditions of the Contract and Division 1 Specification Sections, for information only, unless otherwise indicated.
- B. Schedule of selective demolition activities indicating the following:
 - 1. Detailed sequence of selective demolition and removal work, with starting and ending dates for each activity.
 - 2. Coordination for shutoff, capping, and continuation of utility services.
- C. Inventory of items to be removed and salvaged.
- D. Record drawings at Project closeout according to Division 1 Section "Contract Closeout."
 - 1. Identify and accurately locate capped utilities and other subsurface structural, electrical, or mechanical conditions.

1.6 QUALITY ASSURANCE

- A. Demolition Firm Qualifications: Engage an experienced (min. five years experience) firm that has successfully completed selective demolition Work similar to that indicated for this Project.
- B. Regulatory Requirements: Comply with governing EPA notification regulations before starting selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.
- C. Pre-demolition Conference: Conduct conference at Project site prior to beginning the work.
- D. Architect is to review qualifications of tradesmen. Architect is to be notified when demolition is to start.

1.7 PROJECT CONDITIONS

- A. Owner assumes no responsibility for actual condition of buildings to be selectively demolished.
 - 1. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.
- B. Asbestos: It is not expected that asbestos will be encountered in the Work. If any materials suspected of containing asbestos are encountered,

do not disturb the materials. Immediately stop all work. Remove workmen from the area. Immediately notify the Architect and the Owner.

- C. Lead based paint will be present on all painted surfaces. All work on painted surfaces shall comply with current regulations for working with lead based paint.
- D. Storage or sale of removed items or materials on-site will not be permitted.

1.8 SCHEDULING

- A. Arrange selective demolition schedule so as not to interfere with Owner's on-site operations.

1.9 WARRANTY

- A. Existing Special Warranty: Remove, replace, patch, and repair materials and surfaces cut or damaged during selective demolition, by methods and with materials so as not to void existing warranties.

PART 2 - PRODUCTS

2.1 REPAIR MATERIALS

- A. Use repair materials identical to existing materials.
 - 1. Where identical materials are unavailable or cannot be used for exposed surfaces, use materials that visually match existing adjacent surfaces to the fullest extent possible.
 - 2. Use materials whose installed performance equals or surpasses that of existing materials.
 - 3. As noted in other sections this is a historic structure and the work shall comply with the Department of Interior's Standards for Rehabilitation.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify that utilities have been disconnected and capped.
- B. Survey existing conditions and correlate with requirements indicated to determine extent of selective demolition required.
- C. Inventory and record the condition of items to be removed and reinstalled and items to be removed and salvaged.
- D. When unanticipated mechanical, electrical, or structural elements that conflict with the intended function or design are encountered, investigate and measure the nature and extent of the conflict. Promptly submit a written report to the Architect.
- E. Survey the condition of the building to determine whether removing any element might result in structural deficiency or unplanned collapse of any portion of the structure or adjacent structures during selective demolition.
- F. Perform surveys as the Work progresses to detect hazards resulting from selective demolition activities.
- G. Before starting construction, take photographs of the site and surrounding properties from different points of view to document the conditions.

1. Take photographs in sufficient number to show existing conditions adjacent to the property before starting Work.
2. Take photographs of existing buildings either on or adjoining the property in sufficient detail to record accurately the physical conditions at the start of construction.

3.2 UTILITY SERVICES

- A. Utility Requirements: Locate, identify, disconnect, and seal or cap off indicated utility services serving building to be selectively demolished.
 1. Arrange to shut off indicated utilities with UK Physical Plant Division.
- B. Utility Requirements: Refer to Division 15 and 16 Sections for shutting off, disconnecting, removing, and sealing or capping utility services. Do not start selective demolition work until utility disconnecting and sealing have been completed and verified in writing.

3.3 PREPARATION

- A. Drain, purge, or otherwise remove, collect, and dispose of chemicals, gases, explosives, acids, flammables, or other dangerous materials before proceeding with selective demolition operations.
- B. Employ a certified, licensed exterminator to treat building and to control rodents and vermin before and during selective demolition operations.
- C. Conduct demolition operations and remove debris to ensure minimum interference with roads, streets, walks, and other adjacent occupied and used facilities.
 1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction. Provide alternate routes around closed or obstructed traffic ways if required by governing regulations.
- D. Conduct demolition operations to prevent injury to people and damage to adjacent buildings and facilities to remain. Ensure safe passage of people around selective demolition area.
 1. Erect temporary protection, such as walks, fences, railings, canopies, and covered passageways, where required by authorities having jurisdiction.
 2. Install metal stud or 2x4 framed walls with ¾" plywood either side for temporary interior partitions.
 3. Protect existing site improvements, appurtenances, and landscaping to remain.
 4. Provide temporary weather protection, during interval between demolition and removal of existing construction, on exterior surfaces and new construction to ensure that no water leakage or damage occurs to structure or interior areas.
 5. Protect walls, ceilings, floors, and other existing finish work that are to remain and are exposed during selective demolition operations.
 6. Cover and protect furniture, furnishings, and equipment that have not been removed.
- F. Provide and maintain interior and exterior shoring, bracing, or structural support to preserve stability and prevent movement, settlement, or collapse of building to be selectively demolished.
 1. Strengthen or add new supports when required during progress of selective demolition.