



JUSTIFICATION FOR SOLE SOURCE CERTIFICATION

Sole Source Purchases are defined clearly, based upon a legitimate need, and are limited to a single supplier. Sole source purchases are normally not allowed except when based upon strong technological grounds such as operational compatibility with existing equipment and related parts or upon a clearly unique and/or cost effective feature requirement. The use of sole source purchases must be justified and shall be limited only to those specific instances in which compatibility or technical performance needs are being satisfied.

Sole Source Services are defined as a service provider providing technical expertise of such a unique nature that the service provider is clearly and justifiably the only practicable source available to provide the service. The justification shall be based on the uniqueness of the service, sole availability at the location required, or warranty or defect correction service obligations of the service provider.

This form must be filled out for the request to purchase any good or non-professional service that requires a competitive procurement process (informal quotes (\$1001-\$10,000), formal quotes (\$10,001 - \$19,999.99), or formal bid (\$20,000 or more) as defined in the LFUCG's Purchasing Manual. This form must be completed in its entirety and attached to the purchase requisition.

Note: Sole Source Purchase requests for goods exceeding \$20,000 will require approval by the Urban County Council by submitting an Administrative Review Form. A copy of this form must be signed off by Central Purchasing and attached to the Administrative Review Form.

Requesting Division

Name Christina King Division/Dept Water Quality Town Branch WWTP

Phone 859-425-2441 Email Address cking@lexingtonky.gov

Type of Purchase: Goods/Materials/Equipment Services

Cost: \$58,843.86 plus an estimated shipping of \$1500.00

Sole Source Request for the Purchase of: Replacement Parts for Step Screens 1,2 & 3
for Headworks –due to the failure of the WWS gate

One Time Purchase To Establish Sole Source Provider Contract
(subject to annual review and approval by Central Purchasing and/or Urban County Council)

Vendor Information

Business Name HUBER Technology Waste Water Solutions

Contact Name Lindsay Barnes

Address 9735 NorthCross Center Court Suite A Huntersville, NC 28078

Phone 704-990-2050 Email lindsay.barnes@hhusa.net



JUSTIFICATION FOR SOLE SOURCE CERTIFICATION

STATEMENT OF NEED: (Add additional pages as needed)

My division/department's recommendation for sole source is based upon an objective review of the product/service required and appears to be in the best interest of the LFUCG. I know of no conflict of interest on my part, and I have no personal involvement in any way with this request. No gratuities, favors, or compromising actions have taken place. Neither has my personal familiarity with particular brands, types of equipment, materials, persons or firms been a deciding influence on my request to sole source this purchase when there are other known suppliers to exist.

1. Describe the product or service and list the necessary features this product provides that are not available from any other option.

Town Branch WWTP currently uses Step Screens to remove large debris from the plant influent.
The replacement parts are specifically designed for the Step Screens located
Here at Town Branch. Huber is the sole source provider of these parts.

2. Below are eligible reasons for sole source. Check one and describe.

- Licensed or patented product or service. No other vendor provides this. Warranty or defect correction service obligations to the consultant. Describe why it is mandatory to use this licensed or patented product or service.
- Existing LFUCG equipment, inventory, custom-built information system, custom-built data inventory system, or similar products or programs. Describe. If product is off-the-shelf, list efforts to find other vendors (i.e. web site search, contacting the manufacturer to see if other dealers are available to service this region, etc.)
- Uniqueness of the service. Describe.
- The LFUCG has established a standard for this manufacturer, supplier, or provider and there is only one vendor. Attach documentation from manufacturer to confirm that only one dealer provides the product.
- Factory-authorized warranty service available only from this single dealer. Sole availability at the location required. Describe.
- Used item with bargain price (describe what a new item would cost). Describe.
- Other – The above reasons are the most common and established causes for an eligible sole source. If you have a different reason, please describe:



JUSTIFICATION FOR SOLE SOURCE CERTIFICATION

3. Describe efforts to find other vendors or consultants (i.e. phone inquires, web site search, contacting the manufacturer to see if other dealers are available to service region, etc.).

HUBER Technology is the only vendor of StepScreen® and parts for the StepScreen®.

It is a subsidiary of the ordinal manufacturer, Huber SE and the only source of replacement parts in the U.S. & Canada. Any warranty on the StepScreen is void if non-factory parts are used.

4. How was the price offered determined to be fair and reasonable?

(Explain what the basis was for comparison and include cost analyses as applicable.)

Cannot provide cost analysis since these parts are designed specifically for Town Branch WWTP.

5. Describe any cost savings realized or costs avoided by acquiring the goods/services from this supplier.

HUBER Technology is the only vendor of StepScreen® and parts for the StepScreen®.

It is a subsidiary of the ordinal manufacturer, Huber SE and the only source of replacement parts in the U.S. & Canada. Any warranty on the StepScreen is void if non-factory parts are used.

Billing Address

Lexington-Fayette/LFUCG
 200 E Main Street
 Lexington, KY 40507
 UNITED STATES

Delivery Address

Town Branch WWTP
 301 Jimmie Campbell Drive
 Lexington, KY 40504
 UNITED STATES

OFFER: 71006835 / V1
 Project: Lexington KY 286229

Your Letter/Your Reference:

Date printed: Jan 8, 2020
 Our Reference: Lindsay Barnes
 Phone: +1-704-990-2050
 Fax:
 Email: lindsay.barnes@hhusa.net

Customer No: 114516
 Phone: +1-859-258-3310
 Fax:

All parts in stock unless otherwise indicated below.

Pos	Qty	Unit	Item Description	Country of origin HS-Code	Price USD	Total USD Tax (%)
10/1	48.00	pcs	506025 sleeve d 40 D 50,0/ 56,0 L 30		184.97	8,878.56 0%
20/1	10.00	pcs	50249144 lamella /fixed /bottom SSF-HE 5000 t2 e6	84219990	237.60	2,376.00 0%
30/1	20.00	pcs	505843 lamella movable bottom 5000 BS t3	84219990	227.70	4,554.00 0%
40/1	3.00	pcs	51075229 guidance system SSF 5000 r. t20	84219990	3,118.50	9,355.50 0%
50/1	3.00	pcs	10136463 guidance system SSF 5000 l. t20		3,118.50	9,355.50 0%
60/1	3.00	pcs	51075869 movable frame SSF 5000 r. (slide plate and beam)	84219990	4,054.05	12,162.15 0%
70/1	3.00	pcs	10136464 movable frame SSF 5000 l. (slide plate and		4,054.05	12,162.15 0%

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Pos	Qty	Unit	Item Description	Country of origin HS-Code	Price USD	Total USD Tax (%)
			beam)			
80/1	1.00	pcs	410500 Freight (est)		1,500.00	1,500.00 0%
Total net					USD	60,343.86
Including Tax					USD	0.00
Total gross					USD	60,343.86

Valid for: 90 days
 Delivery: prepaid and add
 Payment terms: Net 30 days

Best regards

Lindsay Barnes

Huber Technology, Inc.

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Aftermarket Sales & Service Rates 2020

Field Service Base Rates

Continental U.S., Mexico and Canada..... \$145.00 per hour
Outside Continental U.S., Mexico and Canada..... \$217.50 per hour

Training

Product Training..... \$145.00 per hour

Travel

Travel (time)..... \$110.00 per hour
Mileage..... \$0.58 per mile

Manufacturing/Engineering Services In house

Services include failure analysis of returned hardware..... \$145.00 per hour

Premium Rates

Overtime rate (in excess of 8 hours per day)..... \$217.50 per hour
Standby rate..... Applicable base rate
Double time rate (Sunday, Holiday, or in excess of 12 hours)..... \$295.00 per hour

Expenses

Travel and accommodations..... Actual cost
Per Diem..... Business Rate Plan 1.. \$60.00 per day
High Cost Area Rate 2.. \$70.00 per day
Service Truck Rate \$80.00 per day
Materials, Equipment Rental, Supplies..... Actual cost plus 20%
Laboratory testing..... Actual cost plus 20%

Fees

Visa, work permits, taxes, user fees or special assessments, etc..... Actual cost

Cancellation Charges

Prior to departure for travel expenses incurred (i.e. airline / change fees)..... Actual cost

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Aftermarket Sales & Service Rates 2020

Field service Base Rate. Rates are calculated from the day the Service Specialist departs Huber Technology, Huntersville, North Carolina until the day the Service Specialist returns to Huber Technology, Inc., Huntersville, North Carolina. Rates include weekends and holidays. If a Service Specialist is required to travel from any other location, including, Germany the rates are calculated from when the Service Specialist departs the home office until the day the Service Specialist returns to the home office.

Travel. Time includes transportation to and from the airport, security clearance, time between flight changes, driving time and local travel to and from worksite. Travel time in excess of eight (8) hours may be billed at the premium rate.

Double Time. Any Sunday or **Recognized Huber Technology, Inc. Holiday.**

Transportation. The customer is responsible for reimbursing Huber Technology, Inc. for all transportation charges associated with service work. Flights will be booked as coach-tourist class unless it is unavailable. Rental car, gas, taxis, airport / hotel limousines, company or personal vehicles will be used when necessary.

Standby rate. Applies to the time a Service Specialist is available for work and is located at or near the job site but unable to work due to circumstances beyond his control. Time shall be considered time worked and will be charged at the applicable base or premium rate.

Accommodations and Meals. Meals are charged at \$60.00 per day or \$70.00 per day depending on the area (See Business Rate Plan 1 and 2). If an overnight stay is required, the customer is required to reimburse Huber Technology, Inc. for lodging charges. Hotel rooms will be booked on a business executive, single occupancy basis.

Visa, Work Permits & Local Taxes. The customer is responsible to pay any and all taxes, user fees or special assessments. If a visa or work permit is required before departing for an International assignment, the fee will be charged to the customer at actual cost (including any expediting charges).

Warranties. Per Huber Technology, Inc.'s Terms and Conditions of Sale, Huber Technology, Inc. warrants Field Service work performed at site. "Breach of Warranty" claims do not entitle the customer to refuse payment for field service work.

HUBER TECHNOLOGY, INC. MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, WITH REGARD TO THE DESIGN, SALE, MERCHANTABILITY OR FITNESS OF THE GOODS FOR A PARTICULAR PURPOSE OR USE EXCEPT AS EXPRESSLY SET FORTH IN HUBER TECHNOLOGY, INC.'S TERMS AND CONDITIONS. HUBER TECHNOLOGY, INC. IS NOT SUBJECT TO ANY OTHER OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR WARRANTY, TORT CLAIMS INCLUDING NEGLIGENCE AND STRICT LIABILITY, OR ANY OTHER THEORIES OF LAW. HUBER TECHNOLOGY, INC. IS UNDER NO EVENT LIABLE FOR ANY SPECIFIC, INDIRECT, INCIDENTAL OR CONSEQUENTIAL LOSS, DAMAGES, EXPENSE, INJURY, DISMEMBERMENT, OR DEATH OF ANY KIND WHATSOEVER.

SCHEDULING – 10 Working Days Notice. Request for field service should be made in writing (letter, fax or e-mail) to Huber Technology, Inc. at least ten (10) working days prior to the date for which services are requested. Confirmation of the service will be conveyed verbally by Huber Technology, Inc.

Insurance. All Huber Technology, Inc. Service Specialists are insured. Liability insurance certificates may be provided upon request by the customer in order to allow for sufficient time for document processing, the request must be made at least seven (7) working days prior to the date of services.

Huber Technology, Inc. can not offer fixed lump sum contracts for Field Service activities. The duration of site visitation is neither under our direct control nor influence, and as such we can only provide estimates of time on-site to affect the required service actions. Field service published rates and terms are valid through December 2020.

Hazardous Locations.

Huber Technology, Inc. reserves the right to recall its personnel if the worksite does not meet governmental health and safety standards.

Minimum Daily Charge. For all Field Service Base Rates or combinations of Base Rates, the minimum fee will be for eight (8) hours. If services are performed on the same day as travel, travel time will be billed in addition to service time.

Overtime. The overtime rate applies to work or travel in excess of eight (8) hours per day (weekdays) and all Saturday work. Workdays in excess of (16) hours are prohibited. Service specialist are NOT required to perform, and may decline, work in excess of twelve (12) hours. The overtime charge shall be at the base rate plus a one hundred percent (100%) premium.

Recognized Huber Technology, Inc. Holidays New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Eve and Christmas Day.

Expenses. The customer is responsible for ALL expenses associated with service work. All travel expenses including airfare, taxi, mileage for personal or company owned vehicles or any other chauffeured vehicle, living

accommodations and meals will be invoiced. Invoices will include a cost break-down. Copies of receipts will not be furnished unless specifically requested. Original receipts cannot be provided. Receipts for under \$25.00 cannot be provided. Use of personal or company owned vehicles will be invoice at the rate set by IRS mileage regulations.

Payment. All field service invoices are in U.S. Currency and all payments must be in U.S. Dollars. **Payment is due NET 30 DAYS from the date of invoice.**

Purchase Orders. A purchase order is required BEFORE any field service arrangements will be made. The purchase order is to be made out to Huber Technology, Inc. and must contain the following information:

- 1) Customer's name, 2) company, 3) billing address, 4) dates of service, 5) type of service requested (i.e. installation, commissioning, troubleshooting, training, etc.), 6) serial number / model number, 7) equipment purchase order number, and 8) equipment tag numbers. A "confirming-copy" purchase order must follow any preliminary arrangements. Equipment location including city, state, plant site, directions to the site, a local contact and telephone number must also be included.
- 2) Amended Purchase Orders. An amended PO is required if services are extended beyond the cost of the original PO. If the Service Specialist is on site and an amendment is required, the PO must be completed and submitted to Huber Technology, Inc. before the Service Specialist can continue working.

Applicable law. Any purchase order accepted by Huber Technology, Inc. in conjunction with Field Service work, shall be deemed to have been executed, delivered and accepted in the State of North Carolina, USA and shall be governed, construed and enforced pursuant to the laws of the State of North Carolina, USA

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Warranty and Returns Policy & Instructions

Huber Technology, Inc. ("Huber") warrants any **original** Huber part (mechanical or electrical) for a period of:

A. Twelve (12) months from the date of purchase and only when part(s) are installed by a Huber factory trained technician. Should the part(s) fail within the warranty period, a replacement shall be supplied at no cost to the owner ("Replacement Part")

1. Only valid if the product is operated in accordance with the manufacturer's instructions.
2. The replacement part(s) must not be modified or changed in anyway.
3. The replacement part(s) must be installed by a qualified person to the manufacturer's specifications

Or

B. Three (3) months from the date of purchase and/or installed by a non-Huber factory trained technician.

1. Only valid if the product is operated in accordance with the manufacturer's instructions
2. The replacement part(s) must not be modified or changed in anyway.
3. The replacement part(s) must be installed by a qualified person to the manufacturer's specifications

This warranty does not apply to any damage or defect arising out of any of the following circumstances:

- Part(s) needing repair or replacement due to events or circumstances outside of normal use and operation of the equipment.
- Part(s) or components damaged due to power surges, short circuits, loss of power, lightning strikes, fire or water damage, vandalism, theft, or any other causes outside of normal use and operation of the equipment or that would normally be covered by casualty insurance on the equipment.
- Damage or defects caused by neglect, incorrect application, abuse, or by accidental damage of the parts or components.
- Repair or replacement of part(s) or components due to improper or negligent operation of the equipment.
- Damage or defects to the part(s), component(s), or equipment caused by the attempted repair by an unauthorized or unqualified person.

All Huber parts warranties are non-transferable, and cannot be sold, assigned or transferred in any other way.

This warranty of **original** Huber Service parts does not include the labor to remove the defective part nor the labor to install the new part. **All labor costs associated with the replacement of the part is the responsibility of the owner.** The request for assistance of a certified Huber technician is available upon the issuance of a purchase order by the owner. The fee for the assistance of a Huber technician includes labor (billed at prevailing Huber Field Service Base Rates) plus associated expenses for travel to and from the jobsite.

Return of New Wear or Spare Parts:

- Any original Huber part(s) returned to Huber after a purchase order has been submitted is subject to a flat twenty percent (20%) restocking fee for each part returned.
- The customer has up to thirty (30) days to return a part from the purchase order submittal date to Huber. **Returns will not be accepted past thirty (30) days.**
- Part(s) **must** be new and never installed. Any indication of wear or installation, at Huber's sole discretion, may result in the part(s) being shipped back to owner, at the owner's cost, and no credit shall be issued.
- **Exception:**
The owner may exchange, without a restocking fee, if the incorrect part(s) is delivered and/or sold to the

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owner by a Huber team member. Huber will ship the correct part(s) to the owner expeditiously. A refund will be issued to the owner upon Huber's receipt of the incorrect part(s) warehouse.

The customer may return, without a restocking fee, any original Huber part(s) if said part(s) was sold as part of a complete rebuild and the Huber technician concluded the part(s) were not needed. The customer has thirty (30) days from the date the service was completed. After thirty (30) days have expired, the normal Huber restocking fee shall apply.

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Warranty and Returns Policy & Instructions

Return of Damaged / Defective Items

- In the event of a damaged or defective part, the return process can often be expedited by providing a digital image of the damage or defect (along with a clear description of the problem) in an email to the Huber Aftermarket Team ("Aftermarket Team") at the following email address: returns@hhusa.net. The phone and fax numbers for Aftermarket Team are: 704.990.2045; Fax: 704.896.2830. Huber reserves the right to inspect in person even if a digital image is provided as outlined above.
- If the damage or defect **cannot be verified over the phone or via email** contact, the item may be required to be returned to Huber Technology, Inc. for inspection before a determination can be made as to the state of the product.
- The Aftermarket Team will validate the warranty claim for the defective part.
- If the Aftermarket Team determines that the part is under warranty and should be replaced, the Aftermarket Team will provide a Return Merchandise Authorization ("RMA") number and a shipping address to the Customer for the return of the defective part.
- The Customer shall ship the part to the specified address with the RMA number listed on the outside of the package.
- When the warranty part has been repaired (or replaced) by Huber, the part will be shipped to the "ship-to" address included in the RMA information provided by the Customer.

Return shipping cost

- ONLY in the event that an incorrect part is sold to the Customer by a Huber team member, will Huber pay for shipping. The Customer will be provided with a prepaid return shipping label.
- UNDER ALL OTHER CIRCUMSTANCES, the Customer returning the part(s) is responsible for any freight costs incurred for returning the part(s).
- UNDER NO CIRCUMSTANCE will Huber reimburse (or provide credit) for return shipping costs incurred by the Customer.

How to Request an RMA (Return Merchandise Authorization)

Contact the Huber Technology Aftermarket Sales Team and request a Return Merchandise Authorization ("RMA") number.

- Completely fill out the RMA form.
- Include the completed RMA form in the package along with the item(s) to be returned.
- Write the RMA number conspicuously on the outside of the package to ensure proper routing upon receipt by the Aftermarket Team.
- Ship the package to:
 - o **Huber Technology, Inc.**
Aftermarket Sales and Service
9735 NorthCross Center Court , Suite A
Huntersville NC 28078
Phone: 704.990.2050 Fax: 704.896.2830 Email: returns@hhusa.net

LaDonna Roberts

From: Michael Cravens
Sent: Wednesday, January 15, 2020 2:16 PM
To: Commissioner EQ PW Exec Asst; LaDonna Roberts
Cc: Charles Martin; Nancy Albright
Subject: RE: Law Review: Sole Source Step Screen Replacement/Repair at Town Branch WWTP

I have reviewed this request for a resolution authorizing the Division of Water Quality, on behalf of the Urban County Government, to purchase replacement components for step screens at the Town Branch Waste Water Treatment Plant, from Huber Technology, Inc., a sole source provider, at a cost estimated not to exceed \$60,343.86.

No legal issues. For your reference, I pulled the \$60,343.86 number from the quote, which represents the sum of the two numbers included in the bluesheet memo (\$58,843.86 for parts plus \$1,500 in freight).

Michael Cravens
Attorney Senior
Department of Law

859.258.3500
MCravens@lexingtonky.gov
lexingtonky.gov



NOTICE OF CONFIDENTIALITY

This message is intended only for the use of the individual or entity to which it is addressed and may contain confidential information that is legally privileged and exempt from disclosure under applicable law, including but not limited to, Kentucky Rule of Evidence 503. Any legal opinion provided in this electronic mail transmission is provided in the course of my legal representation of the Lexington-Fayette Urban County Government and should not be disseminated to the public. If the reader of this message is not the intended recipient, you are notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, delete it from your system without copying or forwarding it, and notify the sender of the error by replying via e-mail or by calling the Department of Law at (859) 258-3500, so that our address record can be corrected. Thank you.

From: Commissioner EQ PW Exec Asst <commeqpw@lexingtonky.gov>
Sent: Tuesday, January 14, 2020 12:50 PM
To: Susan Speckert <sspeckert@lexingtonky.gov>; Michael Cravens <mcravens@lexingtonky.gov>
Cc: LaDonna Roberts <lroberts@lexingtonky.gov>; Charles Martin <chmartin@lexingtonky.gov>; Nancy Albright <nalbright@lexingtonky.gov>
Subject: FW: Law Review: Sole Source Step Screen Replacement/Repair at Town Branch WWTP

Susan, I am sending the attached for review by Law at the request of Water Quality.

Many thanks,
Sandy

From: LaDonna Roberts
Sent: Tuesday, January 14, 2020 11:50 AM
To: Commissioner EQ PW Exec Asst <commeqpw@lexingtonky.gov>

Cc: Nancy Albright <nalbright@lexingtonky.gov>; Charles Martin <chmartin@lexingtonky.gov>
Subject: Law Review: Sole Source Step Screen Replacement/Repair at Town Branch WWTP

Sandy,

Please send the attached documents to law for review.

Thank you,

LaDonna Roberts
Administrative Specialist
Division of Water Quality


859.258.3362 office
lexingtonky.gov



LEXINGTON



To: Mayor Linda Gorton
Lexington Fayette Urban County Council

From: 
Charles H. Martin, P.E., Director
Division of Water Quality

Date: January 9, 2020

Subject: Step Screen Replacement/Repair parts at Town Branch WWTP

Request

The purpose of this memorandum is to request approval for the purchase of replacement components for Step Screens 1, 2 & 3 because of damage resulting from Town Branch WWTP Wet Weather Storage Tank drain gate failure. Huber Technology is the manufacturer of the Step Screens and as such are the sole source provider of replacement components:

Purpose of Request

The purpose of this request is to replace the first identifiable Step Screen components that have been damaged due to the above referenced drain gate failure in order to return the aforementioned Step Screens to effective and efficient screening operations.

Replace and Repair Cost in FY20

The quote provided by Huber Technology for new of damaged components, for Step Screens 1, 2 & 3 is \$58,843.86 with an estimated shipping/freight cost of \$1500.00.

Are Funds Budgeted

Funds are budgeted in:
4002 303402 0001 76101

Martin/Albright





**CONTRACT DOCUMENTS
AND
SPECIFICATIONS**

FOR

**Town Branch WWTP and West Hickman WWTP
Safety Showers and Eyewash Replacement Project**

Bid Number 111-2019

PREPARED BY:

**Lexington – Fayette Urban County Government
Division of Water Quality**

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SAFETY SHOWERS AND EYEWASH REPLACEMENT PROJECT**

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PART I

ADVERTISEMENT FOR BIDS

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ADVERTISEMENT FOR BIDS

1. INVITATION

Sealed proposals for the following work will be received by the Lexington-Fayette Urban County Government (LFUCG) until 2:00 p.m., local time, **December 17th, 2019**, for furnishing all labor and/or materials and performing all work as set forth by this advertisement, conditions (general and special), specifications, and/or the drawings prepared by and for Lexington-Fayette Urban County Government, Division of Water Quality. 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

The project includes providing all construction/installation supervision, labor, materials, tools, test equipment necessary for work described in the plans and specifications for **Town Branch WWTP and West Hickman WWTP Safety Showers and Eyewash Replacement Project**. The major work includes the following tasks:

- A. Demolition and disposal of existing safety fixtures that will not be replaced. This will include capping off water lines serving the existing fixtures.
- B. Remove and replace of new safety fixtures and plumbing as shown in the drawings and described in the specifications. These fixtures are in multiple buildings and at Town Branch WWTP and West Hickman WWTP.
- C. Installation of new instantaneous water heaters including the needed plumbing and electrical conduit and wiring.
- D. Installation of multiple mixing valves and dual indicator gauges for temperature and pressure.
- E. Construction of small concrete pads if eyewash/safety showers are floor mounted.
- F. Painting of all new piping
- G. Application of identification labels and flow direction indicators on all new piping.
- H. Installation of underground water line at West Hickman WWTP.

Detailed description of each work item will be described in detail in TECHNICAL SPECIFICATIONS

The Bidder will also be responsible for furnishing all new process and safety controls and piping components necessary to ensure compliance with all applicable codes and to ensure operability of the solids processing system.

3. OBTAINING PLANS, SPECIFICATIONS, AND BID DOCUMENTS

Plans, Specifications, and Contract Documents may be obtained from IonWave.

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

LFUCG

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

LFUCG
Division of Water Quality
125 Lisle Industrial Avenue
Lexington, Kentucky 40511
(859) 425-2400

4. METHOD OF RECEIVING BIDS

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

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

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

5. METHOD OF AWARD

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

6. BID WITHDRAWAL

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

7. BID SECURITY

If the bid is \$50,000 or greater, bid shall be accompanied by a certified /cashier's check or bid bond payable to the Lexington-Fayette Urban County Government in an amount

not less than Five Percent (5%) of the base bid. Bid bond shall be executed by a Surety Company authorized to do business in the Commonwealth of Kentucky and countersigned by a licensed Kentucky Resident Agent, representing the Surety Company. Bid Bonds are not required for bids under \$50,000. A certified check or cashier's check is also acceptable forms of bid security.

8. SUBMISSION OF BIDS

CONTRACTORS shall submit their bids to the Lexington-Fayette Urban County Government, Division of Purchasing, Third Floor, 200 East Main Street, Lexington, Kentucky 40507. Bids shall be submitted in a sealed envelope not later than 2:00 p.m. local time, **December 17th, 2019**. 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 17th, 2019**. Bids are to remain sealed until official Bid closure time. Bids received after the scheduled closing time for receipt of bids will not be considered and will be returned unopened.

9. RIGHT TO REJECT

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

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

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

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

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

All submissions should be directed to:

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

11. NOTICE CONCERNING MWDBE GOAL

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

The Lexington-Fayette Urban County Government has set a goal that not less than ten percent (10%) of the total value of this Contract be subcontracted to Disadvantaged Business Enterprises, which is made up of MBEs and WBEs. The Lexington Fayette Urban County Government also has set a goal that not less than three percent (3%) of the total value of this Contract be subcontracted to Veteran-owned Small Businesses. The goal for the utilization of Disadvantaged Business Enterprises as well as Veteran-Owned Small Businesses as subcontractors is a recommended goal. Contractor(s) who fail to meet such goal will be expected to provide written explanations to the Director of the Division of Purchasing of efforts they have made to accomplish the recommended goal, and the extent to which they are successful in accomplishing the recommended goal will be a consideration in the procurement process. Depending on the funding source, other DBE goals may apply.

For assistance in locating Disadvantaged Business Enterprises Subcontractors contact:

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

12. PRE-BID MEETING

A non-mandatory pre-bid meeting will be held at 2:00pm local time on November 21st, 2019 at Town Branch WWTP, 301 Jimmie Campbell Drive, Lexington KY 40504.

END OF SECTION

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INFORMATION FOR BIDDERS

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PART II

INFORMATION FOR BIDDERS

1. RECEIPT AND OPENING OF BIDS

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

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

2. PREPARATION OF BID

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

3. SUBCONTRACTS

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

4. QUALIFICATION OF BIDDER

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

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

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

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

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

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

8. EXAMINATION OF CONTRACT DOCUMENTS AND SITE

- A. It is the responsibility of each Bidder before submitting a Bid, to (a) examine the Contract Documents thoroughly, (b) visit the site(s) to become familiar with local conditions that may affect cost, progress, performance or furnishing of the work, (c) consider Federal, State and Local laws and regulations that may affect cost, progress, performance or furnishing of the work, (d) study and carefully correlate Bidder's observations with the Contract Documents, and (e) notify 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 for the Lexington-Fayette Urban County Government, and to be given consideration must be received prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications. Acknowledgement of the receipt of addenda must be included with all submitted bids. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the Contract Documents.

10. SECURITY FOR FAITHFUL PERFORMANCE

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

11. POWER OF ATTORNEY

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

12. TAXES AND WORKMEN'S COMPENSATION

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

13. LAWS AND REGULATIONS

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

14. EROSION AND SEDIMENT CONTROL AND PERMITS

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

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

15. AFFIRMATIVE ACTION PLAN

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

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

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

All submissions should be directed to:

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

16. CONTRACT TIME

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

17. SUBSTITUTE OR "OR-EQUAL" ITEMS

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

18. ALTERNATE BIDS

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

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

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

19. SIGNING OF AGREEMENT

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

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

A. Outreach for MWDBE(s)

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

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

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

B. Bid Bond Assistance for MWDBE(s)

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

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

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

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

D. MWDBE and Veteran Subcontractors

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

For a list of eligible subcontractors, please contact:

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

21. LFUCG NON-APPROPRIATION CLAUSE

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

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

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

END OF SECTION

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PART III

Invitation to Bid # 111-2019

**Town Branch WWTP and West Hickman WWTP
Safety Showers and Eyewash Replacement Project**

1. FORM OF PROPOSAL

Place: Lexington, Kentucky

Date: December 17, 2019

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

This Proposal Submitted by Herrick Company, Inc., 2176 Waddy Rd,

Lawrenceburg, KY 40342

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

BIDDER hereby agrees to commence work under this contract on or before a date to be specified in the Notice to Proceed and to fully complete the project within the time provided in the Purchase Order or Work Orders issued by the OWNER. BIDDER further agrees to pay liquidated damages, the sum of \$200.00 for each consecutive calendar day thereafter.

The Bidder hereby acknowledges receipt of the following addenda:

Addendum No. 1 Date 11/25/19

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 Herrick Company, Inc.

Date December 17, 2019

* 1. A corporation duly organized and doing business under the laws of the State of KY, for whom Donna S. Herrick, bearing the official title of C.E.O., 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, Donna S. Herrick, and after being first duly sworn, states under penalty of perjury as follows:

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

Donna S Herrick
(Affiant)

STATE OF Kentucky

COUNTY OF Anderson

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

Donna S. Herrick on this the 17 day of December, 2019.

My Commission expires: 5/8/22

Ryan P. Sebbard
NOTARY PUBLIC, STATE AT LARGE

4. BID SCHEDULE – SCHEDULE OF VALUES

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

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

If a discrepancy between the unit price and the item total exists, the unit price prevails except:

If the unit price is illegible, omitted, or the same as the item total, item total prevails and the unit price is the quotient of the item total and the quantity.

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

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

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

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

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.

BUILDING	SHEET(S) #	TOTAL BID AMOUNT
Town Branch WWTP		
Demolition (Remove from Service)	Description D-1	\$ 2,777.00
Flammable Storage Building	TB-1	\$ 19,262.00
Solids Processing Building	TB-2	\$ 46,352.00
Operations/Laboratory Building	TB-3, TB-4, TB-5	\$ 47,096.00
Chlorine Building	TB-6	\$ 62,800.00
Maintenance Building - NOTE *	Description G-2	\$ 4,160.00
* PER LFUGS, RE-USE EXISTING WATER HEATER		
West Hickman WWTP		
Demolition (Remove from Service)	Description D-1	\$ 1,985.00
Administration Building	WH-1	\$ 2,677.00
Chlorine and Sulfur Dioxide Building	WH-2	\$ 86,191.00
Solids Processing Building	WH-3, WH-4	\$ 47,122.00
Digester Building	WH-5	\$ 62,377.00
Odor Control Building	WH-1, WH-6	\$ 8,132.00
Nitrification Blower Building	WH-7	\$ 58,819.00
Welding Shop	Description G-2	\$ 8,750.00
PROJECT TOTAL		\$ 458,500.00

TOTAL OF ALL BID PRICES FOR Town Branch WWTP and West Hickman WWTP Safety Showers and Eyewash Replacement Project in words and figures. In case of discrepancy, the amount shown in words will govern.

Four Hundred Fifty Eight Thousand, Five Hundred
Dollars & 00/100 — (\$ 458,500.00)

Submitted by:

Herrick Company, Inc.

Firm

2176 Waddy Rd.

Address

Lawrenceburg, KY 40342

City, State & Zip

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

Donna S Herrick

CEO

Signature of Authorized Company Representative – Title

Donna S. Herrick

Representative/s Name (Typed or Printed)

502-839-3484

Area Code – Phone – Extension

502-839-0939

Fax #

hcl@dcr.net

E-Mail Address

OFFICIAL ADDRESS:

Herrick Company, Inc.

2176 Waddy Rd.

Lawrenceburg, KY 40342

(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: Herrick Company, Inc.
- 2. Permanent Place of Business: Lawrenceburg, KY
- 3. When Organized: January 1998
- 4. Where Incorporated: Lawrenceburg KY
- 5. Construction Plant and Equipment Available for this Project:
See attached list.

(Attach Separate Sheet If Necessary)

6. Financial Condition:

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

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

United Fire & Casualty Company (Surety)

Signed: Lugh McCarthy (Representative of Surety)
Lugh McCarthy, Attorney-In-Fact

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

<u>NAME</u>	<u>LOCATION</u>	<u>CONTRACT SUM</u>
See Attached Schedule.		

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

<u>NAME</u>	<u>LOCATION</u>	<u>CONTRACT SUM</u>
See Attached Schedule.		

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>
See Attached Schedule.		

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>
<u>McKinney Painting, Inc.</u>	<u>WTP</u>	<u>WBE</u>	<u>5.4%</u>
<u>M&M Manufacturing, Inc.</u>	<u>WTP</u>	<u>WBE</u>	<u>2.5%</u>
<u>TEM Electric Co., Inc.</u>	<u>WWTP</u>	<u>DBE</u>	<u>6.2%</u>
<u>McKinney Painting, Inc.</u>	<u>WWTP</u>	<u>WBE</u>	<u>0.3%</u>
<u>M&M Manufacturing, Inc.</u>	<u>WWTP</u>	<u>WBE</u>	<u>0.2%</u>
<u>McKinney Painting, Inc.</u>	<u>WTP</u>	<u>WBE</u>	<u>4.3%</u>
<u>M&M Manufacturing, Inc.</u>	<u>WWTP</u>	<u>WBE</u>	<u>3.7%</u>

(USE ADDITIONAL SHEETS IF NECESSARY)

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

6. LIST OF PROPOSED SUBCONTRACTORS

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

BRANCH OF WORK - LIST EACH MAJOR ITEM Such as: Grading, bituminous paving, concrete, seeding and protection, construction staking, etc.

SUBCONTRACTOR

**DBE
Yes/No**

% of Work

1. Plumbing

Name: WIGLESWORTH PLUMBING

NO

64.6%

Address: LEXINGTON, KY

2. Electrical

Name: FAUST ELECTRIC

NO

10.8%

Address: LEXINGTON, KY

3. _____

Name: _____

Address: _____

4. _____

Name: _____

Address: _____

5. _____

Name: _____

Address: _____

6. _____

Name: _____

Address: _____

7. _____

Name: _____

Address: _____

(Attach additional sheet(s) if necessary.)

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

A. GENERAL

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

B. PROCEDURES

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

C. DEFINITIONS

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

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

D. OBLIGATION OF BIDDER FOR GOOD FAITH EFFORTS

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

E. DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS

- 1) Bidders reaching the Goal are required to submit only the MWDBE Participation Form." The form must be fully completed including names and telephone number of participating MWDBE firm(s); type of work to be performed; estimated value of the contract and value expressed as a percentage of the total Lump Sum Bid Price. The form must be signed and dated, and is to be submitted with the bid.
- 2) Bidders not reaching the Goal must submit the "MWDBE Participation Form", the "Quote Summary Form" and a written statement documenting their Good Faith Effort to do so. If bid includes no MWDBE and/or Veteran participation, bidder shall enter "None" on the subcontractor / supplier form). In addition, the bidder must submit written proof of their Good Faith Efforts to meet the Participation Goal:

- a. Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow MWDBE firms and Veteran-Owned businesses to participate.
- b. Included documentation of advertising in the above publications with the bidders good faith efforts package
- c. Attended LFUCG Central Purchasing Economic Inclusion Outreach event
- d. Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs and/or Veteran-Owned Businesses of subcontracting opportunities
- e. Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms and Veteran-Owned businesses.
- f. Requested a list of MWDBE and/or Veteran subcontractors or suppliers from LFUCG Economic Engine and showed evidence of contacting the companies on the list(s).
- g. Contacted organizations that work with MWDBE companies for assistance in finding certified MWDBE firms and Veteran-Owned businesses to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.
- h. Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs soliciting their participation in the contract not less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.
- i. Followed up initial solicitations by contacting MWDBEs and Veteran-Owned businesses to determine their level of interest.
- j. Provided the interested MWDBE firm and/or Veteran-Owned businesses with adequate and timely information about the plans, specifications, and requirements of the contract.
- k. Selected portions of the work to be performed by MWDBE firms and/or Veteran-Owned businesses in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE and Veteran participation, even when the prime contractor may otherwise perform these work items with its own workforce
- l. Negotiated in good faith with interested MWDBE firms and Veteran-Owned businesses not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.

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

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

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

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

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

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



MINORITY BUSINESS ENTERPRISE PROGRAM

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

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

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

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

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

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

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

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

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

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

Business	Contact	Email Address	Phone
LFUCG	Sherita Miller	smiller@lexingtonky.gov	859-258-3323
Commerce Lexington -- Minority Business Development	Tyrone Tyra	ttyra@commercelexington.com	859-226-1625
Tri-State Minority Supplier Diversity Council	Susan Marston	smarston@tsmsdc.com	502-365-9762
Small Business Development Council	Shirie Hawkins UK SBDC	smack@uky.edu	859-257-7666
Community Ventures Corporation	Phyllis Alcorn	palcorn@cvky.org	859-231-0054
KY Transportation Cabinet (KYTC)	Melvin Bynes	Melvin.bynes2@ky.gov	502-564-3601
KYTC Pre-Qualification	Shella Eagle	Shella.Eagle@ky.gov	502-782-4815
Ohio River Valley Women's Business Council (WBENC)	Shella Mixon	smixon@orvwbc.org	513-487-6537
Kentucky MWBE Certification Program	Yvette Smith, Kentucky Finance Cabinet	Yvette.Smith@ky.gov	502-564-8099
National Women Business Owner's Council (NWBOC)	Janet Harris-Lange	janet@nwbo.org	800-675-5066
Small Business Administration	Robert Coffey	robertcoffey@sba.gov	502-582-5971
LaVoz de Kentucky	Andres Cruz	lavozdeky@yahoo.com	859-621-2106
The Key News Journal	Patrice Muhammad	patricom@keynewsjournal.com	859-373-9428



LFUCG MWDBE PARTICIPATION FORM
Bid/RFP/Quote Reference # 111-2019

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

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

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

HERRICK COMPANY, INC

Company

12-17-19

Date

Donna S Herrick

Company Representative

CEO

Title



LFUCG MWDBE SUBSTITUTION FORM
Bid/RFP/Quote Reference # 111-2019

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

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

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

HERRICK COMPANY, INC.

Company

12-19-19

Date

Donna S Herrick

Company Representative

CEO

Title



MWDBE QUOTE SUMMARY FORM
Bid/RFP/Quote Reference # 111-2019

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

Company Name Herrick Company, Inc.	Contact Person Donna S. Herrick
Address/Phone/Email 2176 Waddy Rd, Lawrenceburg, KY 40342 502-839-3484 hci@dcr.net	Bid Package / Bid Date 111-2019, December 17, 2019

MWDBE Company Address	Contact Person	Contact Information (work phone, Email, cell)	Date Contacted	Services to be performed	Method of Communication (email, phone meeting, ad, event etc)	Total dollars \$ Do Not Leave Blank (Attach Documentation)	MBE * AA HA AS NA Female
T.E.M ELECTRIC	TOM CLARK	502 498-1981	12/13/19	ELECTRIC	EMAIL	52,860	MBE/DBE

(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.

Herrick Company, Inc.
Company
12/17/19
Date

Donna S Herrick
Company Representative Donna S. Herrick
CEO
Title



To be submitted as required.

LFUCG SUBCONTRACTOR MONTHLY PAYMENT REPORT

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

Bid/RFP/Quote # 111-2019

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.

HERRICK COMPANY, INC.

Company

12-17-19

Date

Donna S Herrick

Company Representative

CEO

Title

LFUCG STATEMENT OF GOOD FAITH EFFORTS
Bid/RFP/Quote # 111-2019

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

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

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

Attended LFUCG Central Purchasing Economic Inclusion Outreach event

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

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

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

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

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

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

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

Selected portions of the work to be performed by MWDBE firms and/or Veteran-Owned businesses in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work

items into economically feasible units to facilitate MWDBE and Veteran participation, even when the prime contractor may otherwise perform these work items with its own workforce

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

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

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

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

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

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

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

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

Herrick Company, Inc. _____

Company 12/17/19 _____

Date

Donna S. Herrick

Company Representative Donna S. Herrick
CEO _____

Title

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

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

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

*See attached schedule.

9. **STATEMENT OF EXPERIENCE**

NAME OF INDIVIDUAL: _____

POSITION/TITLE: _____

STATEMENT OF EXPERIENCE: _____

NAME OF INDIVIDUAL: _____

POSITION/TITLE: _____

STATEMENT OF EXPERIENCE: _____

NAME OF INDIVIDUAL: _____

POSITION/TITLE: _____

STATEMENT OF EXPERIENCE: _____

NAME OF INDIVIDUAL: _____

POSITION/TITLE: _____

STATEMENT OF EXPERIENCE: _____

***See attached schedule**

NAME OF INDIVIDUAL: _____

POSITION/TITLE: _____

STATEMENT OF EXPERIENCE: _____

NAME OF INDIVIDUAL: _____

POSITION/TITLE: _____

STATEMENT OF EXPERIENCE: _____

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

10. EQUAL OPPORTUNITY AGREEMENT

The Law

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

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

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

Bidders

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

Donna S Herrick

Herrick Company, Inc.

Signature Donna S. Herrick

Name of Business

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

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

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

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

The Act further provides:

KRS 45.610. Hiring minorities – Information required

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

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

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

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

KRS 45.630 Termination of existing employee not required, when

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

KRS 45.640 Minimum skills

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

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

11. EQUAL EMPLOYMENT OPPORTUNITY AFFIRMATIVE ACTION POLICY

It is the policy of Herrick Company, Inc.

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

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

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

12. WORKFORCE ANALYSIS FORM

Name of Organization: Herrick Company, Inc.

Categories	Total	White (Not Hispanic or Latino)		Hispanic or Latino		Black or African-American (Not Hispanic or Latino)		Native Hawaiian and Other Pacific Islander (Not Hispanic or Latino)		Asian (Not Hispanic or Latino)		American Indian or Alaskan Native (not Hispanic or Latino)		Two or more races (Not Hispanic or Latino)		Total	
		M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Administrators	2	1	1													1	1
Professionals																	
Superintendents	4	4														4	
Supervisors																	
Foremen																	
Technicians																	
Protective Services																	
Para-Professionals	1	1														1	
Office/Clerical	1		1														1
Skilled Craft	12	12														12	
Service/Maintenance																	
Total:	20	18	2													18	2

Date: 12 / 17 / 19

Revised 2015-Dec-15

Prepared by: Donna S Herrick

(Name and Title) Donna S. Herrick, CEO

13. EVIDENCE OF INSURABILITY

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

Name of Insured: Herrick Company, Inc. Employee ID: 61-1296034
Address: 2176 Waddy Road, Lawrenceburg, KY 40342 Phone: 502-839-3484

Project to be insured: Town Branch WWTP & West Hickman WWTP Safety Showers and Eyewash Replacement Project

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	OGL	\$1,000,000 per occ. And \$2,000,000 aggregate	\$1,000,000 2,000,000	Selective Ins Co	003926	A:XIV
SC-3, Section 2, Part 4.1 - see provisions	AUTO	\$2,000,000/per occ.	\$1,000,000	Selective Ins Co	003926	A:XIV
SC-3, Section 2, Part 4.1 - see provisions	WC	Statutory w/endorsement as noted	\$1,000,000 Ea Acc 4,000,000 Ea Emp 4,000,000 Pot Limit	Associated General Contractors of KY	055002	A:VII

Section 2 includes required provisions, statements regarding insurance requirements, and the undersigned agrees to provide all provisions for the coverage indicated above stated other than when submitting.

Umbrella
J Smith Lanier & Co., A Marsh & McLennan Agency LLC Company Chris Bennett
Agency or Brokerage: Chris Bennett Name of Authorized Representative
360 E. Vine Street Managing Director
Street Address
Lexington KY 40507 Title
Chris Bennett Authorized Signature
859-244-7687 City State Zip
December 17, 2019 Date
Telephone Number

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

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

14. DEBARRED FIRMS

PROJECT NAME: Town Branch/West Hickman Showers & Eyewashes

BID NUMBER: 111-2019

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

Herrick Company, Inc.
Name of Firm Submitting Bid

Donna S Herrick
Signature of Authorized Official

CEO
Title

December 17, 2019
Date

If Herrick Company, Inc. is low bidder, this certification will be obtained from qualified subcontractors within 10 days.

15. DEBARMENT CERTIFICATION

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

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: Herrick Company, Inc.

Project: Town Branch/West Hickman Showers & Eyewashes

Printed Name and Title of Authorized Representative: Donna S. Herrick, CEO

Signature: *Donna S Herrick*

Date: December 17, 2019

END OF SECTION

Herrick Company, Inc.
2176 Tracy Road
Lawrenceburg, KY 40342
502-839-3484
502-839-0939 Fax

Bid: Town Branch WWTP and West Hickman WWTP
Safety Showers and Eyewash Replacement Project
Bid No. 111-2019

Bidder's Qualification Statement -- Page P-9 Item 5: Equipment Available

- 35-ton Crane
- 15-ton Boom Truck
- 50-ton Crane
- CAT D5 Dozer
- CAT 953 Loader
- CAT 315 Excavator
- CAT 416 Backhoe
- CAT 420 Backhoe
- CAT 420E Backhoe
- CAT 302.5 Excavator
- Hyundai R35ZCR Mini-Excavator
- Hyundai Robex 80CR
- Bobcat Skid Steer Loader
- Bobcat Track Skid Steer Loader
- International Flat Bed Dump
- (2) 185 Air Compressors
- 6" Diesel Pump
- Kundel 8' x 20' trench box
- (10) pickup trucks
- Miscellaneous small equipment and tools

Purchase dates vary. All equipment in good condition with above-average values.

Herrick Company, Inc
1385 Tracy Road
Lawrenceburg, KY 40342
502-839-3484

**BID: Town Branch WWTP and West Hickman WWTP
Safety Showers and Eyewash Replacement Project
Bid No. 111-2019**

Page P-9 & 10– Item 8: Similar Projects

<u>Project Name</u>	<u>Location</u>	<u>Amount</u>
WWTP Improvements: Chemical Feed & Phosphorous Removal	Hardinsburg, KY	\$1,930,382
West Hickman WWTP Zone 2 Aeration: Aeration System Improvements	Jessamine County, KY	\$531,400
WWTP Generator & SCADA System / Non-Potable Water System	Frankfort, KY	\$1,909,660
WWTP Chemical Fee System	Campbellsville, KY	\$776,846
Contract 1 – WWTP Improvements & Sludge Conditioning System Upgrade	Columbia/Adair County	\$1,904,309
WTP Improvements	Burnside, KY	\$704,778
WTP Aqua Ammonia & Bulk Carbon Feed Systems	Glendale, KY (HCWD 2)	\$1,202,063

Herrick Company, Inc
1385 Tracy Road
Lawrenceburg, KY 40342
502-839-3484

**BID: Town Branch WWTP and West Hickman WWTP
Safety Showers and Eyewash Replacement Project
Bid No. 111-2019**

Page P-10- Item 9 Current Bonded Projects

<u>Project Name</u>	<u>Amount</u>	<u>Completion</u>
WTP Improvements Contract 1 – Residual Sludge & Handling System Campbellsville, KY – Water Treatment Plant	\$5,967,959.73	June 2020
West Hickman WWTP Scum Removal Addition and Aerated Sludge Holding Tank No. 3 Cover Project Nicholasville, KY – Wastewater Treatment Plant	\$1,433,202.00	Feb 2020
WWTP Aeration System Improvements Morehead, KY	\$315,500.00	Jan 2020
WTP Sedimentation Basin Sludge Valve Replacement Frankfort, KY	\$82,151.00	Dec 2019
Max Rhoads WWTP UV Hydraulic Improvements Owensboro, KY	\$325,500.00	Feb 2020
Contract 2 WWTP Chemical Room Improvements Whitley City, KY	\$235,000.00	Mar 2020
Town Branch WWTP Secondary Digester Improvements Lexington, KY	\$1,499,350	July 2020

BID: Town Branch WWTP and West Hickman WWTP Safety Showers and Eyewash Replacement Project - Bid No. 111-2019

Page P-10 Item 11. & Page P-25 Item 9: Key Bidder Personnel

Donna S. Herrick - Chief Executive Officer

HCI Start Date: 1/26/96 (Years In construction - 26)

Experience: Management, cost-tracking, asset acquisition, budgeting, financial planning, risk management and control, project analysis, corporate taxes, human resources and payroll, new business start-ups

H. Douglas Herrick - President

HCI Start Date: 1/26/96 (Years In construction - 47)

Experience: Management, SFR contract builder, carpentry, estimating, supervisor on water- and waste-water treatment projects, including new construction, renovation, maintenance and emergency work

Eddie R. Johnson - Superintendent

HCI Start Date: 5/22/99 (Years In construction - 49)

Experience: Carpentry, electrical, plumber, layout & design, supervisory

Ryan P. Gabbard - Project Manager / Superintendent

HCI Start Date: 12/30/00 (Years In construction - 19)

Experience: Laborer, rebar foreman, layout, carpentry, tower construction, supervisory; project manager

Larry T. Bolan - Superintendent

HCI Start Date: 3/29/99 (Years In construction - 37)

Experience: Operator, rebar, carpentry, welding, supervisory

Chadrick D. Holbrook - Superintendent

HCI Start Date: 1/19/18 (Years In construction - 18)

Experience: Operator, carpentry, supervisory

Sabrina K. Gabbard - Office Manager / Payroll Administrator

HCI Start Date: 10/09/06 (Years In construction - 13)

Experience: Payroll administrator, project reporting, equipment control & maintenance, payables & receivables, year end information reporting, quarterly tax filing, field work as labor & forklift operator

BY: HERRICK COMPANY, INC.

DATE: December 17, 2019

BY: Donna S Herrick

Donna S. Herrick

TITLE: Chief Executive Officer

AIA Document A310™ - 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Herrick Company, Inc.
2176 Waddy Road
Lawrenceburg, KY 40342

SURETY:

(Name, legal status and principal place of business)

United Fire & Casualty Company
PO Box 73909
Cedar Rapids, IA 52407-3909

OWNER:

(Name, legal status and address)

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

BOND AMOUNT: Five Percent of the Amount Bid

(\$ 5% of Bid)

PROJECT:

(Name, location or address, and Project number, if any)

Town Branch WWTP & West Hickman WWTP Safety Showers and Eyewash Replacement Project, Lexington, KY

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

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

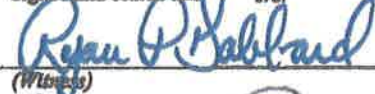
The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the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

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

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

Signed and sealed this 17th day of

December 2010


(Witness)

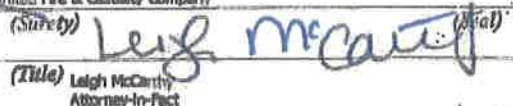
Herrick Company, Inc.
(Principal)


CEO (Seal)

(Title)


(Witness)

United Fire & Casualty Company
(Surety)


(Title) Leigh McCarthy
Attorney-in-Fact (Seal)

ink



UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA
 UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX
 FINANCIAL PACIFIC INSURANCE COMPANY, ROCKLIN, CA
 CERTIFIED COPY OF POWER OF ATTORNEY
 (original on file at Home Office of Company - See Certification)

Inquiries: Surety Department
 118 Second Ave SE
 Cedar Rapids, IA 52401

KNOW ALL PERSONS BY THESE PRESENTS, That United Fire & Casualty Company, a corporation duly organized and existing under the laws of the State of Iowa; United Fire & Indemnity Company, a corporation duly organized and existing under the laws of the State of Texas; and Financial Pacific Insurance Company, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, do hereby make, constitute and appoint

JAMES T. SMITH, JAMES H. MARTIN, BROOK T. SMITH, RAYMOND M. HUNDLEY, DEBORAH NEICHTER, NICHELE LACROSSE, SUMNER BETTING, JASON GRONWELL, LEIGH MCDONALD, EACH INDIVIDUALLY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$75,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted shall expire the 15th day of June, 2020 unless sooner revoked by United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted on May 15, 2013, by the Boards of Directors of United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

"Article VI - Surety Bonds and Undertakings"

Section 2, Appointment of Attorney-in-Fact. "The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificate attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set of forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal of the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 15th day of June, 2018



UNITED FIRE & CASUALTY COMPANY
 UNITED FIRE & INDEMNITY COMPANY
 FINANCIAL PACIFIC INSURANCE COMPANY

By: *Dennis J. Richmann*
 Vice President

State of Iowa, County of Linn, ss:

On 15th day of June, 2018, before me personally came Dennis J. Richmann to me known, who being by me duly sworn, did depose and say; that he resides in Cedar Rapids, State of Iowa; that he is a Vice President of United Fire & Casualty Company, a Vice President of United Fire & Indemnity Company, and a Vice President of Financial Pacific Insurance Company the corporations described in and which executed the above instrument; that he knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



Patti Waddell
 Notary Public
 My commission expires: 10/26/2019

I, Mary A. Bertsch, Assistant Secretary of United Fire & Casualty Company and Assistant Secretary of United Fire & Indemnity Company, and Assistant Secretary of Financial Pacific Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations this 17th day of December 2019



By: *Mary A. Bertsch*
 Assistant Secretary,
 UF&C & UF&I & FPIC

BFOA0845 122019

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 - 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

END OF SECTION

PART IV

GENERAL CONDITIONS

1. DEFINITIONS

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

1.1 Addenda

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

1.2 Agreement

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

1.3 Application for Payment

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

1.4 Bid

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

1.5 Bidder

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

1.6 Bonds

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

1.7 Calendar Day

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

1.8 Change Order

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

1.9 Contract Documents

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

1.10 Contract Unit Price

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

1.11 Contract Time

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

1.12 CONTRACTOR

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

1.13 Defective

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

1.14 Drawings

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

1.15 Effective Date of the Agreement

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

1.16 ENGINEER

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

1.17 Field Order

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

1.18 Giving Notice

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

1.19 Laws and Regulations

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

1.20 Notice of Award

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

1.21 Notice to Proceed

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

1.22 OWNER

The Lexington-Fayette Urban County Government.

1.23 Partial Utilization

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

1.24 Project

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

1.25 Inspector

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

1.26 Shop Drawings

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

1.27 Specifications

Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto.

1.28 Standard Specifications

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

1.29 Subcontractor

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

1.30 Special Conditions

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

1.31 Supplier

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

1.32 Underground Facilities

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

1.33 Unit Price Work

Not applicable

1.34 Work

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

1.35 Time Period

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

2. PRELIMINARY MATTERS

2.1 Delivery of Bonds

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

2.2 Copies of Documents

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

2.3 Commencement of Contract Time; Notice to Proceed

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

2.4 Starting the Project

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

2.5 Before Starting Construction

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

2.6 Submittal of Schedules

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

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

2.6.2 A preliminary schedule of Shop Drawing submissions; and

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

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

2.7 Preconstruction Conference

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

2.8 Finalizing Schedules

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

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

3.1 General

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

3.2 Intent

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

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

3.3 Conflicts

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

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

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

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

3.4 Amending and Supplementing Contract Documents

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

3.5 Reuse of Documents

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

4. AVAILABILITY OF LANDS; PHYSICAL CONDITIONS, REFERENCE POINTS

4.1 Availability of Lands

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

4.2 Physical Conditions

4.2.1 Explorations and Reports

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

4.2.2 Existing Structures

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

4.2.3 Report of Differing Conditions

If CONTRACTOR believes that:

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

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

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

4.2.4 ENGINEER'S Review

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

4.2.5 Possible Document Change

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

4.2.6 Possible Price and Time Adjustments

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

4.3 Physical Conditions-Underground Facilities

4.3.1 Shown or Indicated

The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the site is based on information and data furnished to OWNER or ENGINEER by the owners of such underground facilities or by others. Unless it is otherwise expressly provided in the Special Conditions:

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

4.3.1.2 CONTRACTOR shall have full responsibility for reviewing and checking all such information and data; for locating all underground

facilities shown or indicated in the Contract Documents; for coordination of the Work with the owners of such underground facilities during construction; and for the safety and protection thereof and repairing any damage thereto resulting from the Work, the cost of all of which will be considered as having been included in the Contract Price.

4.3.2 Not Shown or Indicated

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

4.4 Reference Points

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

5. CONTRACTOR'S RESPONSIBILITIES

5.1 Supervision

CONTRACTOR shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. CONTRACTOR shall assure that all CONTRACTOR personnel (including subcontractors, etc.) conduct themselves in a courteous and respectful manner toward the ENGINEER and the general public. CONTRACTOR shall keep at the Project Site during the progress of the Work a competent project manager/superintendent and all necessary assistants, all of whom shall be

satisfactory to OWNER. OWNER reserves the right to reject CONTRACTOR'S construction superintendent and project management personnel if they are unsatisfactory to OWNER and upon such rejection CONTRACTOR shall designate and provide competent successors. Failure to comply with this condition of the Contract will result in immediate suspension of the Work. Following a review by the Commissioner of Public Works, the Contract may be terminated (see GC section 14). CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences and procedures of construction, but CONTRACTOR shall not be responsible for the negligence of others in the design or selection of a specific means, method, technique, sequence or procedure of construction which is indicated in and required by the Contract Documents. CONTRACTOR shall be responsible to see that the finished Work complies accurately with the Contract Documents.

5.2 Superintendence

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

5.3 Labor

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

5.4 Start-Up and Completion of Work

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

5.5 Materials and Equipment

All materials and equipment shall be of good quality and new, except as otherwise provided in the Contract Documents. If required by ENGINEER, CONTRACTOR shall furnish satisfactory evidence (including reports of required tests) as to the kind

and quality of materials and equipment. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable supplier except as otherwise provided in the Contract Documents; but no provision of any such instructions will be effective to assign to ENGINEER, or any of ENGINEER 'S consultants, agents or employees, any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of paragraph 8.12.3 or 8.12.4.

5.5.1 Not Clearly Specified or Indicated

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

5.5.2 Coordination of Work

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

5.6 Adjusting Progress Schedule

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

5.7 Substitutes or "Or-Equal" Items

5.7.1 General

Whenever materials or equipment are specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular supplier, the naming of the item is intended to establish the type, function, and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other Suppliers may be accepted by OWNER/ENGINEER if sufficient information is submitted by CONTRACTOR to allow OWNER/ENGINEER to determine that the material or equipment proposed is equivalent or equal to that named. The procedure for review by OWNER/ENGINEER will include the following. Requests for review of substitute

items of material and equipment will not be accepted by OWNER/ENGINEER from anyone, other than CONTRACTOR. If CONTRACTOR wishes to furnish or use a substitute item of material or equipment, CONTRACTOR shall make written application to OWNER/ENGINEER for acceptance thereof, certifying that the proposed substitute will perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified. The application will state that the evaluation and acceptance of the proposed substitute will not prejudice CONTRACTOR'S achievement of completion on time, whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with OWNER for work on the Project) to adapt the design to the proposed substitute and whether or not incorporation or use of the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair and replacement service will be indicated. The application will also contain an itemized estimate of all costs that will result directly or indirectly from acceptance of such substitute, including costs of redesign and claims of other contractors affected by the resulting change, all of which shall be considered by OWNER/ENGINEER in evaluating the proposed substitute. OWNER/ENGINEER may require CONTRACTOR to furnish at CONTRACTOR'S expense additional data about the proposed substitute.

5.7.2 Substitutes

If a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents, CONTRACTOR may furnish or utilize a substitute means, method, sequence, technique or procedure of construction acceptable to OWNER/ENGINEER, if CONTRACTOR submits sufficient information to allow OWNER/ENGINEER to determine that the substitute proposed is equivalent to that indicated or required by the Contract Documents. The procedure for review by OWNER/ENGINEER will be similar to that provided in paragraph 5.7.1 as applied by OWNER/ENGINEER.

5.7.3 OWNER/ENGINEER'S Approval

OWNER/ENGINEER will be allowed a reasonable time within which to evaluate each proposed substitute. OWNER/ENGINEER will be the sole judge of acceptability, and no substitute will be ordered, installed or utilized without OWNER/ENGINEER'S prior written acceptance which will be evidenced by either a Change Order or an approved Shop Drawing. OWNER may require CONTRACTOR to furnish at CONTRACTOR'S expense a special performance guarantee or other surety with respect to any substitute. OWNER/ENGINEER will record time required by OWNER/ENGINEER and OWNER/ENGINEER'S consultants in

evaluating substitutions proposed by CONTRACTOR and in making changes in the Contract Documents occasioned thereby. Whether or not OWNER/ENGINEER accepts a proposed substitute, CONTRACTOR shall reimburse OWNER for the charges of OWNER/ENGINEER and OWNER/ENGINEER's consultants for evaluating each proposed substitute.

5.8 Subcontractors, Suppliers, and Others

5.8.1 Acceptable to ENGINEER

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

5.8.2 Objection After Due Investigation

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

5.8.3 Contractor Responsible for Acts of Subcontractors

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

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

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

5.8.4 Division of Specifications

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

5.8.5 Agreement Between Contractor and Subcontractors

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

5.8.6 Statements and Comments by CONTRACTOR

Neither the CONTRACTOR, his employees, nor his subcontractors shall at any time make any statement or comment as to the project scope, nature, intention, design, or construction method to any third party or parties without the explicit written consent of the OWNER.

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

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

5.9 Patent Fees and Royalties

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

5.10 Permits

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

5.11 Laws and Regulations

5.11.1 CONTRACTOR to Comply

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

5.11.2 Specifications and Drawings at Variance

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

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

5.12 Taxes

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

5.13 Use of Premises

5.13.1 Project Site

CONTRACTOR shall confine construction equipment, the storage of materials and equipment and the operations of workers to the staging areas or work site areas identified in and permitted by the Contract Documents and other land and areas permitted by Laws and Regulations, rights-of-way, permits and easements, and shall not unreasonably encumber the premises with construction equipment or other materials or equipment. CONTRACTOR shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof or of any land or areas contiguous thereto, resulting from the performance of the Work. Should any claim be made against OWNER or ENGINEER by any such owner or occupant because of the performance of the Work, CONTRACTOR shall promptly attempt to settle with such other party by agreement or otherwise resolve the claim by arbitration or at law. CONTRACTOR shall, to the fullest extent permitted by Laws and Regulations, indemnify and hold OWNER and ENGINEER harmless from and against all claims, damages, losses and expenses (including, but not limited to, fees of engineers, architects, attorneys and other professionals and court and arbitration costs) arising directly, indirectly or consequentially out of any action, legal or equitable, brought by any such other party against OWNER or ENGINEER to the extent based on a claim arising out of CONTRACTOR'S performance of the Work.

5.13.2 Clean UP

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

5.13.1 Loading of Structures

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

5.14 Record Drawings

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

5.15 Shop Drawings and Samples

5.15.1 Shop Drawing Submittals

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

5.15.2 Sample Submittals

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

5.15.3 Review by CONTRACTOR

Before submission of each Shop Drawing or sample CONTRACTOR shall have determined and verified all quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers

and similar data with respect thereto and reviewed or coordinated each Shop Drawing or sample with other Shop Drawings and samples and with the requirements of the Work and the Contract Documents.

5.15.4 Notice of Variation

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

5.15.5 ENGINEER'S Approval

ENGINEER will review and approve with reasonable promptness Shop Drawings and samples, but ENGINEER'S review and approval will be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents and shall not extend to means, methods, techniques, sequences or procedures of construction (except where a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions. CONTRACTOR shall make corrections required by ENGINEER, and shall return the required number of corrected copies of Shop Drawings and submit, as required, new samples for review and approval. CONTRACTOR shall direct specific attention in writing to revisions other than the corrections called for by ENGINEER on previous submittals.

5.15.6 Responsibility for Errors and Omissions

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

5.15.7 Cost of Related Work

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

5.16 Continuing the Work

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

5.17 Erosion and Sediment Control

5.17.1 General Environmental Requirements

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

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

5.17.2 Stormwater Pollution Prevention

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

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

- a. That the Stormwater Pollution Prevention Plan (SWPPP) or erosion control plan is current and available for review on site;
- b. That any and all stormwater inspection reports required by the permit are conducted by qualified personnel and are available for review onsite; and

c. That all best management practices (BMPs) are adequately maintained and effective at controlling erosion and preventing sediment from leaving the site.

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

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

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

6. OTHER WORK

6.1 Related Work at Site

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

6.2 Other Contractors or Utility Owners

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

6.3 Delays Caused by Others

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

6.4 Coordination

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

7. OWNER'S RESPONSIBILITIES

7.1 Communications

OWNER shall issue all communications to CONTRACTOR through ENGINEER.

7.2 Data and Payments

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

7.3 Lands, Easements, and Surveys

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

7.4 Change Orders

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

7.5 Inspections, Tests and Approvals

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

7.6 Stop or Suspend Work

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

8. ENGINEER'S STATUS DURING CONSTRUCTION

8.1 OWNER'S Representative

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

8.2 Visits to Site

ENGINEER will make visits to the site at intervals appropriate to the various stages of construction to observe the progress and quality of the executed Work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. ENGINEER will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. ENGINEER'S efforts will be directed toward providing for OWNER a greater degree of confidence that the completed Work will conform to the Contract Documents. On the basis of such visits and on-site observations, ENGINEER will keep OWNER informed of the progress of the Work and will endeavor to guard OWNER against defects and deficiencies in the Work.

8.3 Project Representation

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

8.4 Clarifications and Interpretations

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

8.5 Authorized Variations in Work

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

8.6 Rejecting Defective Work

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

8.7 Shop Drawings

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

8.8 Change Orders

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

8.9 Payments

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

8.10 Determinations for Unit Prices

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

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

8.11 Decision on Disputes

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

8.12 Limitations on ENGINEER's Responsibilities

8.12.1 CONTRACTOR, Supplier, or Surety

Neither ENGINEER'S authority to act under this Article 8 or elsewhere in the Contract Documents nor any decision made by ENGINEER in good faith either to exercise or not exercise such authority shall give rise to any

duty or responsibility of ENGINEER to CONTRACTOR, any Subcontractor, any Supplier, or any other person or organization performing any of the Work, or to any surety for any of them.

8.12.2 To Evaluate the Work

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

8.12.3 CONTRACTOR'S Means, Methods, Etc.

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

8.12.4 Acts of Omissions of CONTRACTOR

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

9. **CHANGES IN THE WORK**

9.1 **OWNER May Order Change**

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

9.2 **Claims**

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

9.3 Work Not in Contract Documents

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

9.4 Change Orders

OWNER and CONTRACTOR shall execute appropriate Change Orders covering:

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

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

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

9.5 Notice of Change

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

10. CHANGE OF CONTRACT PRICE

10.1 Total Compensation

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

10.2 Claim for Increase or Decrease in Price

The Contract Price may only be changed by a Change Order. Any claim for an increase or decrease in the Contract Price shall be based on written notice delivered by the CONTRACTOR to the ENGINEER promptly (but in no event later than

thirty days) after the occurrence of the event giving rise to the claim and stating the general nature of the claim. Notice of the amount of the claim with supporting data shall be delivered within sixty days after such occurrence (unless ENGINEER allows an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by CONTRACTOR'S written statement that the amount claimed covers all known amounts (direct, indirect, and consequential) to which the CONTRACTOR is entitled as a result of the occurrence of said event.

10.3 Value of Work

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

10.3.1 Unit Prices

Where the Work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved (subject to the provisions of paragraphs 10.9.1. through 10.9.3, inclusive).

10.3.2 Lump Sum

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

10.3.3 Cost Plus Fee

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

10.4 Cost of the Work

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

10.4.1 Payroll Costs

Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the Work under schedules of job classifications agreed upon by OWNER and CONTRACTOR. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, workers' or workmen's compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. Such employees shall

include superintendents and foremen at the site. The expenses of performing Work after regular working hours, on Saturday, Sunday or legal holidays, shall be included in the above to the extent authorized by OWNER.

10.4.2 Materials and Equipment Costs

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

10.4.3 Subcontractor Costs

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

10.4.4 Special Consultant Costs

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

10.4.5 Supplemental Costs

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

10.4.5.2 Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost less

market value of such items used but not consumed which remain the property of CONTRACTOR.

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

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

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

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

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

10.4.5.8 Minor expenses such as telegrams, long distance telephone calls, telephone service at the site,

expressage and similar petty cash items in connection with the Work.

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

10.5 Not to Be Included in Cost of the Work

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

10.5.1 Costs of Officers and Executives

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

10.5.2 Principal Office

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

10.5.3 Capital Expense

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

10.5.4 Bonds and Insurance

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

10.5.5 Costs Due to Negligence

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

10.5.6 Other Costs

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

10.6 Contractor's Fee

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

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

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

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

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

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

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

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

10.7 Itemized Cost Breakdown

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

10.8 Cash Allowances

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

10.8.1 Materials and Equipment

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

10.8.2 Other Costs

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

10.8.3 Change Order

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

10.9 Unit Price Work

10.9.1 General

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

10.9.2 Overhead and Profit

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

10.9.3 Claim for Increase in Unit Price

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

11. CHANGE OF CONTRACT TIME

11.1 Change Order

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

11.2 Justification for Time Extensions

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

11.3 Time Limits

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

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

12.1 Warranty and Guarantee

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

12.2 Access to Work

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

12.3 Tests and Inspections

12.3.1 Timely Notice

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

12.3.2 Requirements and Responsibilities

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

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

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

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

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

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

12.3.3 On-Site Construction Test and Other Testing

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

12.3.4 Covered Work

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

12.3.5 CONTRACTOR'S Obligation

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

12.4 OWNER May Stop the Work

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

12.5 Correction or Removal of Defective Work

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

12.6 One Year Correction Period

If within one year after the date of Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any Work is found to be defective, CONTRACTOR shall promptly, without cost to OWNER and in accordance with OWNER'S written instructions, either correct such defective Work, or, if it has been rejected by

OWNER, remove it from the site and replace it with non-defective Work. If CONTRACTOR does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, OWNER may have the defective Work corrected or the rejected Work removed and replaced, and all direct, indirect and consequential costs of such removal and replacement (including but not limited to fees and charges of engineers, architects, attorneys and other professionals) will be paid by CONTRACTOR. In special circumstances where a particular item of equipment is placed in continuous service before Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications or by Change Order.

12.7 Acceptance of Defective Work

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

12.8 OWNER May Correct Defective Work

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

allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by OWNER of OWNER'S rights and remedies hereunder.

13. PAYMENTS TO CONTRACTOR AND COMPLETION

13.1 Schedule of Values

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

13.2 Application for Progress Payment

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

13.3 CONTRACTOR'S Warranty of Title

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

13.4 Review of Applications for Progress Payment

13.4.1 Submission of Application for Payment

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

13.4.2 ENGINEER'S Recommendation

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

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

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

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

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

13.5 Partial Utilization

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

13.6 Final Inspection

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

13.7 Final Application for Payment

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

13.8 Final Payment and Acceptance

13.8.1 ENGINEER'S Approval

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

13.8.2 Delay in Completion of Work

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

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

13.9 CONTRACTOR'S Continuing Obligation

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

13.10 Waiver of Claims

The making and acceptance of final payment will constitute:

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

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

14. SUSPENSION OF WORK AND TERMINATION

14.1 OWNER May Suspend Work

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

14.2 OWNER May Terminate

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

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

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

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

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

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

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

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

14.2.8 if CONTRACTOR disregards the authority of ENGINEER, or

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

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

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

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

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

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

14.3 CONTRACTOR'S Services Terminated

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

14.4 Payment After Termination

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

but not limited to, fees and charges of engineers, architects, attorneys and other professionals and court and arbitration costs).

14.5 CONTRACTOR May Stop Work or Terminate

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

15. MISCELLANEOUS

15.1 Claims for Injury or Damage

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

15.2 Non-Discrimination in Employment

The CONTRACTOR shall comply with the following requirements prohibiting discrimination:

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

15.2.2 That it is an unlawful practice for an employer:

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

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

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

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

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

15.3 Temporary Street Closing or Blockage

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

15.4 Percentage of Work Performed by prime CONTRACTOR

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

15.5 Clean-up

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

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

15.6 General

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

15.7 Debris Disposal

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

END OF SECTION

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

2. **RISK MANAGEMENT PROVISIONS**
INSURANCE AND INDEMNIFICATION

INDEMNIFICATION AND HOLD HARMLESS PROVISION

(1) It is understood and agreed by the parties that Contractor hereby assumes the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of Contractor or its employees, agents, servants, owners, principals, licensees, assigns or subcontractors of any tier (hereinafter "CONTRACTOR") under or in connection with this agreement and/or the provision of goods or services and the performance or failure to perform any work required thereby.

(2) CONTRACTOR shall indemnify, save, hold harmless and defend the Lexington-Fayette Urban County Government and its elected and appointed officials, employees, agents, volunteers, and successors in interest (hereinafter "LFUCG") from and against all liability, damages, and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, from or by CONTRACTOR's performance or breach of the agreement and/or the provision of goods or services provided that: (a) it is attributable to personal injury, bodily injury, sickness, or death, or to injury to or destruction of property (including the loss of use resulting therefrom), or to or from the negligent acts, errors or omissions or willful misconduct of the CONTRACTOR; and (b) not caused solely by the active negligence or willful misconduct of LFUCG.

(3) In the event LFUCG is alleged to be liable based upon the above, CONTRACTOR shall defend such allegations and shall bear all costs, fees and expenses of such defense, including but not limited to, all reasonable attorneys' fees and expenses, court costs, and expert witness fees and expenses, using attorneys approved in writing by LFUCG, which approval shall not be unreasonably withheld.

(4) These provisions shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this agreement.

(5) LFUCG is a political subdivision of the Commonwealth of Kentucky. Vendor acknowledges and agrees that LFUCG is unable to provide indemnity or otherwise save, hold harmless, or defend the Vendor in any manner.

FINANCIAL RESPONSIBILITY

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

INSURANCE REQUIREMENTS

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

Required Insurance Coverage

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

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

The policies above shall contain the following conditions:

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

- b. The General Liability Policy shall be primary to any insurance or self-insurance retained by LFUCG.
- c. The General Liability Policy shall include a Products and Completed Operations endorsement or Premises and Operations Liability endorsement unless 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.

3. **WAGE SCALES** – not applicable.

END OF SECTION

PART VI
CONTRACT AGREEMENT

INDEX

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2.	TIME OF COMPLETION.....	CA-2
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6.	ACCEPTANCE AND FINAL PAYMENT.....	CA-3
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PART VI

CONTRACT AGREEMENT

THIS AGREEMENT, made on the ____ day of ____, 2019, by and between **Lexington-Fayette Urban County Government**, acting herein called "OWNER" and Herrick Company, Inc., doing business as (a corporation) located in the City of Lawrenceburg, County of Anderson, and State of Kentucky, hereinafter called "CONTRACTOR."

WITNESSETH: That the CONTRACTOR and the OWNER in consideration of Four Hundred Fifty-Eight Thousand, Five Hundred Dollars and Zero Cents (\$ 458,500.00) quoted in the proposal (Bid # 111-2019) by the CONTRACTOR, dated December 17, 2019, 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 Lexington-Fayette Urban County Government Division of Water Quality for the Town Branch WWTP and West Hickman WWTP Safety Showers and Eyewash Replacement 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 three hundred sixty-five (365) calendar days to final completion; thirty (30) calendar days to complete a building once it is started. The time shall begin in accordance with the Notice to Proceed provided by OWNER.

3. ISSUANCE OF WORK ORDERS

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

4. THE CONTRACT SUM

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

5. PROGRESS PAYMENTS

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

6. ACCEPTANCE AND FINAL PAYMENT

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

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

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

7. THE CONTRACT DOCUMENTS

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

8. EXTRA WORK

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

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

SPECIFICATIONS

SECTION NO.	TITLE	PAGES
I	Advertisement for Bids	AB 1 thru 5
II	Information for Bidders	IB 1 thru 10
III	Form of Proposal	P 1 thru 35
IV	General Conditions	GC 1 thru 51
V	Special Conditions	SC 1 thru 7
VI	Contract Agreement	CA 1 thru 5
VII	Performance and Payment Bonds	PB 1 thru 7
VIII	Addenda	AD 1 thru 1
IX	Technical Specifications	
	Division 1 – General Requirements	1 thru 8
	01300 Submittals	
	Division 2 – Site Work	1 thru 3
	02600 Buried Piping and Appurtenances	
	Division 11 – Equipment	1 thru 4
	11310 Electric Tankless Water Heaters (Model CLE)	1 thru 4
	11311 Electric Tankless Water Heaters (Model SNA)	1 thru 4
	11410 Emergency Plumbing Fixtures, Pedestal Mount	1 thru 3
	11411 Emergency Plumbing Fixtures, Deck and Wall Mount	1 thru 3
	11412 Emergency Plumbing Fixtures, Dual Purpose Stationary Or Removable Eye/Facewash	1 thru 3
	11413 Emergency Plumbing Fixtures, Frost-Proof Drench Shower and Eyewash Unit	1 thru 3
	11510 Emergency Plumbing Fixtures, Thermostatic Mixing Valves	1 thru 3
	Division 15 – Mechanical	1 thru 5
	15400 Plumbing	
	Division 16 – Electrical	1 thru 4
	16010 General Electrical Requirements	1 thru 6
	16110 Conduit	1 thru 5
	16120 Wire	1 thru 2
	16190 Supporting Devices	1 thru 2
	16440 Disconnect Switches	1 thru 3
	16475 Overcurrent Protective Devices	1 thru 4
	16859 Heat Trace	

APPENDIX A	Project Drawings
G-1	Cover Sheet and Index
G-2	Schedule of Safety Fixtures

D-1	Demolition and Replacement Schedule
TB-1	Flammable Storage Building
TB-2	Solids Processing Building
TB-3	New Laboratory
TB-4	New Laboratory
TB-5	New Laboratory
TB-6	Chlorine Building
WH-1	Administration Building
WH-2	Chlorine and Dechlorination Building
WH-3	Solids Processing Building
WH-4	Solids Processing Building
WH-5	Operations & Digester Building
WH-6	Odor Control Building
WH-7	Nitrification Blower Building

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:

Deputy
Mackemye Semmes
Clerk of the Urban County Council

BY: *Linda Gorton*
MAYOR

Michelle Nelson
(Witness)

Linda Gorton, Mayor
(Title)

(Seal)

HERRICK COMPANY, INC.
(Contractor)

[Signature]
(Secretary)* *President*

BY: *Donna S Herrick*

Ryan P. Gabriel
(Witness)

CEO
(Title)

2176 Waddy Road, Lawrenceburg KY 40342
(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

Herrick Company, Inc.
(Name of CONTRACTOR)

2176 Waddy Road, Lawrenceburg, KY 40342
(Address of CONTRACTOR)

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

called Principal, and United Fire & Casualty Company
(Name of Surety)

118 Second Avenue SE, Cedar Rapids, IA 52401
(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: Four Hundred Fifty Eight Thousand Five Hundred and No/100 Dollars, (\$ 458,500.00), for the payment of whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal by written agreement is entering into a Contract with OWNER for **Town Branch WWTP and West Hickman WWTP Safety Showers and Eyewash Replacement Project** in accordance with drawings and specifications prepared by: **Lexington-Fayette Urban County Government Division of Water Quality** 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 four (4) each one of which shall be
(number)
deemed an original, this the 23rd day of January, 2020.

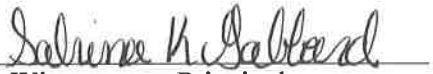
ATTEST:


(Principal) Secretary

Herrick Company, Inc.
Principal

BY: Donna S Herrick(s)

2176 Waddy Road
(Address)
Lawrenceburg, KY 40342


Witness as to Principal

2176 Waddy Road
(Address)
Lawrenceburg, KY 40342

ATTEST:

(Surety) Secretary

(SEAL)


Witness as to Surety Barbara Duncan

(Address)
2307 River Road, Suite 200
Louisville, KY 40206

United Fire & Casualty Company
Surety

BY: Leigh McCarthy
Leigh McCarthy Attorney-in-Fact

118 Second Avenue SE
(Address)
Cedar Rapids, IA 52401

TITLE: _____
Surety

BY: _____

TITLE: Underwriting Assistant

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

PART VII

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENT: that

Herrick Company, Inc.
(Name of Contractor)

2176 Waddy Road, Lawrenceburg, KY 40342
(Address of Contractor)

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

called Principal, and United Fire & Casualty Company
(Name of Surety)

118 Second Avenue SE, Cedar Rapids, IA 52401
(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 Four Hundred Fifty Eight Thousand Five Hundred and-----No/100 Dollars (\$458,500.00) the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal by written agreement is entering into a Contract with OWNER for **Town Branch WWTP and West Hickman WWTP Safety Showers and Eyewash Replacement Project** in accordance with drawings and specifications prepared by: **Lexington-Fayette Urban County Government Division of Water Quality** 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 four (4) counterparts, each one of (number)

which shall be deemed an original, this the 23rd day of January, 2020.

ATTEST:


(Principal) Secretary

Herrick Company, Inc.
(Principal)

(SEAL)

BY: Donna S Herrick (s)
2176 Waddy Road
(Address)
Lawrenceburg, KY 40342

Sabrina K. Hebbard
(Witness to Principal)
2176 Waddy Road
(Address)
Lawrenceburg, KY 40342


United Fire & Casualty Company
(Surety)

ATTEST:

BY: Leigh McCarthy
Leigh McCarthy (Attorney-in-Fact)

(Surety) Secretary

(SEAL)


Witness as to Surety Barbara Duncan
2307 River Road, Suite 200
(Address)
Louisville, KY 40206

118 Second Avenue SE
(Address)
Cedar Rapids, IA 52401

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

END OF SECTION



UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA
 UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX
 FINANCIAL PACIFIC INSURANCE COMPANY, ROCKLIN, CA
 CERTIFIED COPY OF POWER OF ATTORNEY
 (original on file at Home Office of Company – See Certification)

Inquiries: Surety Department
 118 Second Ave SE
 Cedar Rapids, IA 52401

KNOW ALL PERSONS BY THESE PRESENTS, That United Fire & Casualty Company, a corporation duly organized and existing under the laws of the State of Iowa; United Fire & Indemnity Company, a corporation duly organized and existing under the laws of the State of Texas; and Financial Pacific Insurance Company, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint

JAMES T. SMITH, JAMES H. MARTIN, BROOK T. SMITH, RAYMOND M. HUNDLEY, DEBORAH NEICHTER, MICHELE LACROSSE, SUMMER BETTING, JASON CROMWELL, LEIGH MCCARTHY, EACH INDIVIDUALLY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$75,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted shall expire the 15th day of June, 2020 unless sooner revoked by United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted on May 15, 2013, by the Boards of Directors of United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

“Article VI – Surety Bonds and Undertakings”

Section 2, Appointment of Attorney-in-Fact. “The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set of forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 15th day of June, 2018



UNITED FIRE & CASUALTY COMPANY
 UNITED FIRE & INDEMNITY COMPANY
 FINANCIAL PACIFIC INSURANCE COMPANY

By: *Dennis J. Richman*
 Vice President

State of Iowa, County of Linn, ss:

On 15th day of June, 2018, before me personally came Dennis J. Richmann to me known, who being by me duly sworn, did depose and say; that he resides in Cedar Rapids, State of Iowa; that he is a Vice President of United Fire & Casualty Company, a Vice President of United Fire & Indemnity Company, and a Vice President of Financial Pacific Insurance Company the corporations described in and which executed the above instrument; that he knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



Judith A. Jones
 Notary Public
 My commission expires: 4/23/2021

I, Mary A. Bertsch, Assistant Secretary of United Fire & Casualty Company and Assistant Secretary of United Fire & Indemnity Company, and Assistant Secretary of Financial Pacific Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations this 23rd day of January, 2020.



By: *Mary A. Bertsch*
 Assistant Secretary,
 UF&C & UF&I & FPIC

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

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


PRODUCER J Smith Lanier & Co Lexington PO Box 2030 360 East Vine Street, Ste 200 Lexington, KY 40588	CONTACT NAME: Karen Marshall PHONE (A/C, No, Ext): 859-244-7687 E-MAIL ADDRESS: kmarshall@jsmithlanier.com	FAX (A/C, No): 859-254-8020
	INSURER(S) AFFORDING COVERAGE	
INSURED Herrick Company, Inc. 2176 Waddy Road Lawrenceburg, KY 40342-9440	INSURER A: Selective Insurance Company	NAIC # 12572
	INSURER B: KY Assoc. General Contractors	
	INSURER C: Tokio Marine Spec In	23850
	INSURER D:	
	INSURER E:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> PD Ded:500 GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			S2405322	10/11/2019	10/11/2020	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 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 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> Drive Oth Car <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			S2405322	10/11/2019	10/11/2020	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 EXCESS LIAB CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$0			S2405322	10/11/2019	10/11/2020	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	007033	01/01/2020	01/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$4,000,000 E.L. DISEASE - EA EMPLOYEE \$4,000,000 E.L. DISEASE - POLICY LIMIT \$4,000,000
A	Builders Risk			S2405322	10/11/2019	10/11/2020	3,000,000 / \$2,500 ded
C	Pollution Li			PPK1875121	09/05/2018	09/05/2020	2000000/6000000 5000ded
A	Rented/Leased Eq			S2405322	10/11/2019	10/11/2020	30,000 / \$500 ded

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Job- Town Branch WWTP and West Hickman WWTP Safety Showers and Eyewash Replacement Project
 Lexington Fayette Urban County Government is included as additional insured when required by written contract but only with respects to the auto liability and general liability insurance and subject to the provisions and limitations of the policy. General liability is written on a primary and non-contributory basis when required by written contract, subject to the provisions and limitations of the policy. 30 day (See Attached Descriptions)

CERTIFICATE HOLDER Lexington Fayette Urban County Government Division of Water Quality 125 Lisle Industrial Avenue Lexington, KY 40511	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 

DESCRIPTIONS (Continued from Page 1)

Notice of Cancellation with respect to General Liability, Auto Liability and Umbrella Liability applies per form CG 28 04 10 93.

PART IX
TECHNICAL SPECIFICATIONS

**TOWN BRANCH WWTP
AND
WEST HICKMAN WWTP**

SAFETY SHOWER AND FIXTURE REPLACEMENT PROJECT

Project Specifications

**Lexington-Fayette Urban County Government
Lexington, Kentucky**

SECTION 00010

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SAFETY SHOWER AND FIXTURE REPLACEMENT PROJECT**

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

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SECTION 01300

SUBMITTALS

PART 1-GENERAL

1.01 SUMMARY

A. Work Included:

1. Whenever possible throughout the Contract Documents the minimum acceptable quality of workmanship and materials has been defined either by manufacturer's name and catalog number or by reference to recognized industry standards.
2. To facilitate CONTRACTOR'S understanding of the design intent, procedures have been established for advance submittal of design data and for its review or rejection by ENGINEER.
3. The type of submittal requirements specified in this section include progress schedule, shop drawings, product data, samples, and other miscellaneous work related submittals.

B. Related work described elsewhere: More detailed requirements for submittals are described in other sections of these specifications for some materials and equipment. They are to be considered additional requirements to supplement the requirements specified in this section. Submittals shall conform to Article 7 of the General Conditions.

C. Definitions: "Electronic Submittal" is defined as any submittal transmitted electronically to ENGINEER for review.

1.02 IDENTIFICATION OF SUBMITTALS

A. CONTRACTOR shall completely identify each submittal and resubmittal by showing at least the following information:

1. Name and address of submitter, plus name and telephone number of the individual who may be contacted for further information.
2. Name and location of project and identification number.
3. Drawing number and specifications section number to which the submittal applies.
4. Include the date of each submittal or resubmittal.

1.03 GROUPING OF SUBMITTALS

- A. Unless otherwise specifically permitted by ENGINEER, CONTRACTOR shall make all submittals in groups containing all associated items so that information is available for checking each item when it is received.
- B. Partial submittals may be rejected as not complying with the provisions of the Contract Documents.

1.04 TIMING OF SUBMITTALS

- A. CONTRACTOR shall make all submittals far enough in advance of scheduled dates of installation to provide required tie for reviews, for securing necessary approval, for possible revision and resubmittal, and for placing orders and securing delivery.
- B. The review period for submittals that are received after 3 P.M. shall commence on the following business day.

1.05 CONSTRUCTION PROGRESS SCHEDULE

- A. Submit initial schedule in duplicate within 10 days after date of OWNER-CONTRACTOR Agreement
- B. Revise and resubmit as required.
- C. Submit revised schedules with each Application for Payment, identifying changes since previous version.
- D. Submit a horizontal bar chart with separate line for each major portion of Work or operation, identifying first work day of each week.
- E. Show complete sequence of construction by activity, identifying Work of separate stages and other logically grouped activities. Indicate the early and late start, early and late finish, float dates, and duration.
- F. Indicated estimated percentage of completion for each item of Work at each submission.
- G. Indicated submittal dates required for shop drawings, product data, samples, and product deliver dates.

1.06 SHOP DRAWINGS

- A. Shop drawings shall include specially prepared technical data for this project including drawings, diagrams, and performance curves, data sheets, schedules, templates, patterns, reports, calculations, instructions, measurements, and similar information not in standard printed form for general application to a range of similar projects. Shop drawings shall be for all manufactured or fabricated items. See individual technical sections for special requirements.
- B. CONTRACTOR shall make all shop drawings accurately to scale and sufficiently large to show all pertinent aspects of the item and its method of connection to work.
- C. Shop drawings shall be checked, approved, and stamped by CONTRACTOR in accordance with the General Conditions before transmittal to ENGINEER for review and approval.
- D. Complete shop drawings and descriptive data shall be submitted on all manufactured or fabricated items prior to 25% completion of work. Applications for payment beyond 25% of the Contract amount will not be recommended for payment until shop drawings are submitted, including the required hard copies, or a revised schedule for any remaining submittals is agreed to by OWNER and ENGINEER.
- E. CONTRACTOR shall submit shop drawings following the electronic submittal procedure described below. If electronic submittal is impossible, CONTRACTOR may request ENGINEER to review hard copy submittals on a limited basis. ENGINEER may request to review hard copy submittals on a limited basis for submittals that are over 100 pages in length. If ENGINEER agrees to or requests hard copy submittal review, CONTRACTOR shall submit seven color copies of shop drawings and descriptive data to ENGINEER for approval. Three copies of these will be returned to CONTRACTOR if approved. If shop drawings are not approved or if they are stamped "Approved as Noted-Resubmit," two corrected copies will be returned to CONTRACTOR for use in resubmittal. If CONTRACTOR desires more than three approved copies, submitted quantity shall be increased accordingly.
- F. Hard copy shop drawings shall be submitted in 3-ring binders or 3-tab report covers.

- G. Shop drawings submitted to ENGINEER will be reviewed and stamped "Approved," "Approved as Noted," "Approved as Noted-Resubmit," or "Not Approved." CONTRACTOR shall resubmit the number of corrected shop drawings for all shop drawings stamped "Approved as Noted-Resubmit" and "Not Approved" and will continue this process until shop drawings are stamped "Approved" or "Approved as Noted." If drawings are stamped "Approved as Noted-Resubmit," fabrication may proceed in accordance with the marked-up shop drawings. Installation shall not proceed until shop drawings have been resubmitted and stamped "Approved" or "Approved as Noted."
- H. If shop drawings are stamped "Approved as Noted" or "Approved as Noted-Resubmit" and CONTRACTOR does not agree with revisions or cannot conform with revisions, fabrication shall not proceed and shop drawings shall be resubmitted with explanation of CONTRACTOR's position.
- I. All shop drawings used for construction site activities shall bear the "Approved" or "Approved as Noted" stamp of ENGINEER.
- J. Arrangements made between CONTRACTOR and ENGINEER to provide additional copies of "Approved" shop drawings for field activity purposes.
- K. **Electronic Submittal Procedures:**
1. **Summary:**
 - a. Shop drawing and product data submittals shall be transmitted to ENGINEER in electronic (PDF) format using Submittal Exchange, or equal, a website service designed specifically for transmitting submittals between construction team members, or equal.
 - b. The intent of electronic submittals is to expedite the construction process by reducing paperwork, improving information flow, and decreasing turnaround time.
 - c. The electronic submittal process is not intended for color samples, color charts, or physical material samples.
 2. **Procedures:**
 - a. CONTRACTOR shall review and apply electronic stamp certifying that the submittal complies with the requirements of the Contract documents including verification of manufacturer/product, dimensions and coordination of information with other parts of the work.
 - b. CONTRACTOR shall transmit each submittal to ENGINEER using the Submittal Exchange website, www.submittalexchange.com, or equal.
 - c. ENGINEER review comments will be made available on the Submittal Exchange website for downloading. CONTRACTOR will receive email notice of completed review.
 - d. Distribution of reviewed submittals to subcontractors and suppliers is the responsibility of the CONTRACTOR.
 - e. Electronically submitted shop drawings shall follow the following format:
 1. Filenames for the shop drawing submittals shall follow a XXXXX.YYY-Z. Description convention where XXXXX is the specification section number, YYY is the submittal number, .Z is the resubmittal number, and description is a short description of what the submittal includes. Submittals shall be consecutively numbered in direct sequence of submittal. Resubmittals shall be consecutively numbered with the first submittal numbered with an -0 and the first resubmittal numbered as a-1.
 - a. Example file name: 03200.016-1 Structure 10 Concrete Reinforcement. This would be the first revision of the sixteenth submittal and contain information on concrete reinforcement.

2. All files shall be delivered in PDF format with minimum resolution of 300 dpi unless otherwise requested by ENGINEER. Scanned in material shall be scanned in color and any markings by CONTRACTOR shall be made in red. Pages shall be rotated to the appropriate position for easy reading on a computer monitor such that the majority of text is vertical.
3. Files shall be delivered without security features activated.
4. Shop drawings shall be uploaded as individual files. Files combined into a zip drive are not acceptable. All pages of one submittal should be contained in one file.
5. The file shall open to a cover page containing, at a minimum, the following information:
 - a. CONTRACTOR's stamp
 - b. Name, e-mail, and telephone number of the individual who may be contacted for further information.
 - c. Project number
 - d. Submittal number
 - e. Submission date, if resubmittal, all previous submission dates
 - f. Index detailing contents and total number of pages in the submittal
- f. Once a shop drawing has been "Approved" or "Approved as Noted," CONTRACTOR shall provide three hard copies OF the "Approved" or "Approved as Noted," shop drawings to ENGINEER. CONTRACTOR is responsible for the hard copy color replication of ENGINEER's "Approved" or "Approved as Noted," shop drawings for use by CONTRACTOR. Hard copy shop drawings shall be submitted in 3-ring binders or 3-tab report covers.

3. Costs:

- a. CONTRACTOR shall include full cost of Submittal Exchange, or equal, project subscription in their proposal. This cost shall be included in the contract amount. Contact Submittal Exchange at 1-800-714-0024 to verify cost prior to Bid.
 - b. At CONTRACTOR's option, training is available from Submittal Exchange regarding use of website and PDF submittals. Contact submittal Exchange at 1-800-714-0024.
 - c. Internet Service and Equipment Requirements:
 1. Email address and Internet access at CONTRACTOR's main office
 2. Adobe Acrobat (www.adobe.com), Bluebeam PDF Revu (www.bluebeam.com), or other similar PDF review software for applying electronic stamps and comments.
- L. CONTRACTOR is fully responsible for obtaining any and all copyright permission associated with the conversion of shop drawing information to electronic format.
- M. Shop drawings shall include verification that the item meets applicable codes and standards such as NFPA 30, ASTM, OSHA, and others.

1.07 COLORS AND PATTERNS

- A. Unless the precise color and pattern is specifically described in the Contract Documents, whenever a choice of color or pattern is available in a specified product, CONTRACTOR shall submit accurate color charts and pattern charts to ENGINEER for OWNER's review and selection.
- B. Unless all available colors and patterns have identical wearing capabilities and are identically suited for installation, CONTRACTOR shall completely describe the relative capabilities of each.

1.08 SAMPLES AND FIELD MOCKUPS

- A. CONTRACTOR shall provide samples and field mockups where noted or specified.**
- B. Samples are physical examples which illustrate materials, equipment, or workmanship and establish standards by which the work will be judged.**
- C. Samples shall be of sufficient size and quantity to clearly illustrate the functional characteristics of the product and full range of color, texture, and pattern.**
- D. Samples shall labels firmly attached, bearing the following information:**
 - 1. Name of project**
 - 2. Description of product and finish**
 - 3. Name of CONTRACTOR**
 - 4. Trade name and number of product**
 - 5. Standards met by the product**
- E. Approval of samples must be obtained prior to proceeding with any work affected by material requiring sample approval.**
- F. Samples, unless otherwise noted, becomes the property of OWNER**
- G. In situations specifically approved by ENGINEER, the retained sample may be used in the construction as one of the installed items.**
- H. Field Mockups:**
 - 1. CONTRACTOR shall erect field mockups at the project site in a location acceptable to ENGINEER and OWNER**
 - 2. When accepted by ENGINEER, the mockup will become the basis for comparison of the actual work**
 - 3. Remove mockup at conclusion of the work if it was not incorporated into the work**

1.09 PRODUCT DATA

- A. CONTRACTOR shall provide product data as required to supplement shop drawings**
- B. Product data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by CONTRACTOR to illustrate a material, product, or system for some portion of work**
- C. CONTRACTOR shall collect required product data into one submittal for each unit of work or system**
- D. CONTRACTOR shall include manufacturer's standard printed recommendations for application and use, compliance with standards, performance characteristics, wiring and piping diagrams and controls, component parts, finishes, dimensions, required clearances, and other special coordination requirements**
- E. CONTRACTOR shall mark each copy of standard printed data to identify pertinent products, models, options, and other data**
- F. CONTRACTOR shall supplement manufacturer's standard data to provide information unique to the work**

1.10 RESUBMISSION REQUIREMENTS

- A. Make any corrections or changes in the submittals required by ENGINEER
- B. Shop Drawings and Product Data:
 - 1. Revise initial drawings or data and resubmit as specified for initial submittal
 - 2. Itemize in a cover letter any changes which have been made other than those requested by ENGINEER
- C. Electronic shop drawing resubmissions shall follow the nomenclature described in Section 1.06.K.2.e

1.11 MANUFACTURER'S DIRECTIONS

- A. Manufactured articles, materials, and equipment shall be stored, commissioned, operated, applied, installed, connected, erected, used, cleaned, and conditioned as directed by the manufacturer, unless specified to the contrary
- B. Whenever specifications call for work to be performed or materials to be installed in accordance with the manufacturer's printed instructions or directions, CONTRACTOR shall furnish copies as required for shop drawings of those instructions or directions to ENGINEER before installing the material or performing the work

1.12 MAINTENANCE MANUAL

- A. Prior to 50% completion of the Contract or at a minimum of 45 days prior to scheduled start-up date of any individual item of equipment, whichever is earlier, CONTRACTOR shall furnish to ENGINEER four complete copies of a maintenance manual for all equipment furnished and an electronic format compact disk of the maintenance manual in the most recent version of Adobe (.pdf) format identical to the hard copy. Applications for payment beyond 50% of the contract amount will not be recommended for payment until all maintenance manuals are submitted or a revised schedule for remaining maintenance manuals is agreed to by OWNER and ENGINEER.
- B. CONTRACTOR is responsible for producing an electronic version of the Equipment Operations and Maintenance (O&M) Manuals Manual. The electronic equipment O&M Manual shall be delivered in Portable Document Format (PDF). The entire manual may be converted to PDF via scanning or other method of conversion. Drawings or other graphics must be converted to PDF via scanning or other method of conversion. Drawings or other graphics must be converted to PDF format and made part of the PDF document. The CONTRACTOR shall provide all equipment O&M Manuals in the electronic format as defined below.
- C. The filename for the Equipment O&M Manual submittal will be provided with the request for final Equipment O&M Manuals. Filenames use the "eight dot three" convention (XXXXX_YY.PDF) where XXXXX is the specification section number and YY is an ID number. No one file shall be larger than 10 MB. If technical problems require that the submittal be divided into more than one file, a letter extension shall be added to the end of each filename.
- D. (Example: 19876_01a.pdf). The number of files shall be kept to a minimum. Equipment O&M Manuals that span more than one file shall have the final Bookmark "Return to Table of Contents" which shall take the user to the first file on the Equipment O&M Manual.

- E. All text (word processed), spreadsheets, and electronic graphics shall be delivered in portable document format (*.PDF). The resolution of all scanned images shall be a minimum of 300 dpi unless otherwise requested by ENGINEER. Scanned images shall be processed with the "original image with hidden text" option (Adobe Acrobat 6 or higher). This results in a clear image and provides optical character recognition (OCR) and word search functionality. Graphical files shall be fully searchable. All submittals must be indexed with the Adobe Catalog feature. Placement and structure of index files shall be in accordance with Adobe's recommendations to minimize problems when transferring files. Successful searches for words or strings in the PDF document shall show proof of OCR.
- F. Rotate pages viewed in landscape to the appropriate position for easy reading on a computer monitor.
- G. Bookmarks shall be created in the navigation frame for each entry in the Table of contents. Three levels deep is usually enough (i.e., "Chapter", "Section", "Subsection"); however, complex submittals like instrumentation and electrical may be required at the discretion of ENGINEER. When setting bookmarks for Chapter level heading, the page shall be displayed at full page. Section and Subsection level heading pages shall be displayed as a magnified view. Bookmarks shall be displayed as subordinate (to the other bookmarks in their hierarchy set) so that only the Chapter level headings are displayed.
- H. Thumbnails shall be generated and embedded in each PDF file.
- I. Files shall be delivered without Security features activated. Password protected files will be unacceptable.
- J. The opening view for PDF files shall be set as follows:
1. Initial View: **Bookmark and Page**
 2. Magnification: **Fit in Window**
 3. Page Layout: **Single Page**
- K. The file shall open to the cover page of the Equipment O&M Manual with bookmarks to the left. The first bookmark shall be name of Equipment O&M Manual.
- L. The submittal shall be delivered on CD after all Equipment O&M Manuals have been received and reviewed. Each CD shall be labeled at a minimum, as follows, including: 1) CD-ROM disks, 2) jewel cases, and 3) hard copies.
- M. Manufacturer name, point of contact, telephone number, facsimile number, and e-mail address as appropriate.
- N. Equipment name and/or O&M title spelled out in complete words.
1. Example: "Operations and Maintenance Manual" "Horizontal Centrifugal Nonclog Pump"
- O. Specification section number
- P. Project name
- Q. Date and File Name: Example "12-20-17," "19876_01.pdf."
- R. CONTRACTOR shall reprocess any portion of the document that does not view or print to OWNER'S satisfaction.
- S. CONTRACTOR is fully responsible for obtaining any and all copyright permissions associated with conversion of this information to electronic format.

T. The manuals shall include manufacturer's instructions for maintenance and operation for each item of mechanical and electrical equipment. Manuals shall be specific for the equipment as installed; provide project specific inserts as required. Manuals shall contain: operation instructions, lubrication schedules, types and quantities, preventive maintenance program, spare parts list, parts list, I.D. No. and exploded views, assembly instructions, parts supplier location, troubleshooting and start-up procedures and, where applicable, test data and curves. All sheets shall have reduced dimensions as described for shop drawings. All sheets shall be furnished in 3-ring binders or 3-tab report covers.

PART 2-PRODUCTS

NOT APPLICABLE

PART 3-EXECUTION

NOT APPLICABLE

END OF SECTION

SECTION 2600

BURIED PIPING AND APPURTENANCES

PART 1-GENERAL

1.01 SUMMARY

- A. Work Included:
1. All underground piping and valves of every description
 2. Excavation, dewatering, and backfilling for all work under this section unless otherwise noted

1.02 REFERENCES

- A. Standard Specifications: Unless otherwise indicated, Standard Specifications within this section shall refer to the Kentucky Transportation Cabinet, Department of Highways, *Standard Specifications for Road and Bridge Construction*.
- B. Plumbing Code: Unless otherwise indicated, plumbing code within this section shall refer to the Kentucky State Plumbing Law, Regulations, and Code.
- C. Ten State Standards
- D. Kentucky Division of Water Code

1.03 CODE AND STANDARDS

- A. Comply with the requirements of:
1. Kentucky State Plumbing Law, Regulations, and Code (Current Edition)

1.04 SUBMITTALS

- A. Shop Drawings:
1. See Section 01300-Submittals for shop drawing submittal procedures
 2. General arrangement drawings of 3 inches or larger exterior (below ground) ductile iron, and stainless steel and welded steel piping shall be submitted to ENGINEER for approval. Drawings shall include proposed materials, length, location, and elevation of pipe, fittings, pipe restraint, valves, and appurtenances.

PART 2-PRODUCTS

2.01 MATERIALS OF CONSTRUCTION

- A. All materials used in the manufacture, assembly, and painting of piping and valves in contact with water shall be compatible with potable water supplies and in contact with chemical feed systems shall be compatible with the chemicals being used. All glues, solvents, solders, etc., shall likewise be compatible. For instance, no lead-base solders shall be used. All materials in contact with water to be used for potable water supplies shall be National Sanitation Foundation (NSF)-approved.**
- B. Size and Type:**
- 1. All materials shall conform to the size and type shown on the drawings or called for in the specifications**
 - 2. In joining two dissimilar types of pipe, standard fittings shall be used when available. In the event standard fittings are not available, the method of joining shall be standard selected by CONTRACTOR and submitted for review by ENGINEER.**
- C. Piping appurtenances shall be made of the materials specified. All appurtenances not designated as to type shall be selected by CONTRACTOR and submitted for review by ENGINEER.**

2.02 BURIED PIPING

- A. Ductile Iron Piping and Ductile Iron Fittings:**
- 1. Unless otherwise shown or specified, all underground piping 3 inches in diameter or larger shall be ductile iron conforming to AWWA C151/A21.51 with mechanical joints or push-on joints. Unless otherwise shown or specified, all piping shall be minimum Special Thickness Class 53 with a minimum rated working pressure of 250 psi. Pipe wall thickness shall be furnished as required by AWWA C150 for buried piping with the depth of cover as shown on the drawings for laying condition 4 Special Thickness class 53 minimum, unless otherwise shown or specified.**
- B. Copper Piping:**
- 1. Copper piping shall conform to requirements of ASTM B88**
 - 2. All underground water supply piping 2 inches and smaller shall be Type K soft copper with compression fittings. Joints shall not be used under floor slabs.**
 - 3. Shutoff valves shall be placed on each branch for all underground piping.**

PART 3-EXECUTION

3.01 INSTALLATION

A. Underground Piping:

1. Except as otherwise specified, all underground pipe shall be bedded in crushed stone or crushed gravel aggregate. Copper piping shall be bedded in compacted sand. CONTRACTOR shall perform all necessary excavation and shall provide all required materials to provide this bedding. Bedding material shall conform to the requirements of ASTM C33.

3.02 CLEANING AND DISINFECTION

- #### **A. All equipment and materials shall be clean before installation. CONTRACTOR shall disinfect and flush potable water system before it is put in use. Water main shall be disinfected according to AWWA C651.**

3.03 REPAIR AND RESTORATION

A. Cleanup:

1. Upon completion of work, all improvements disturbed by CONTRACTOR's operations shall be repaired or replaced. Broken concrete, rubble fill, and other excess material shall be removed from the site and wasted.
2. All areas used for storage of materials or the temporary deposit of excavated earth shall be leveled off and cleaned up. All surplus material, tools, and equipment shall be removed, and premises shall be left free of everything of the kind.

END OF SECTION

SECTION 11310

ELECTRIC TANKLESS WATER HEATERS

PART 1 – GENERAL

1.01 SUMMARY

- A. Electric, tankless eyewash water heaters and water heater accessories

1.02 REFERENCES

- A. General: Applicable edition of references cited in this Section is current edition published on date of issue of Project specifications, unless otherwise required by building code in force.

- B. American National Standards Institute (ANSI) <http://webstore.ansi.org>:

1. ANSI Z21.22 – Relief Valves for Hot Water Supply Systems
2. ANSI Z358.1 – American National Standard for Emergency Eyewash and Shower Equipment
3. ANSI 372 – Drinking Water System Components – Lead Content

- C. American Society of Sanitary Engineering (ASSE): www.asse-plumbing.org

1. ASSE 1003 – Performance Requirements for Water Pressure Reducing Valves for Domestic Water Distribution Systems
2. ASSE 1010 – Performance Requirements for Water Hammer Arresters

- D. Canadian Standards Association/CSA Group (CAN/CSA): www.csagroup.org/us/en/home

1. CSA 4.4 – Relief Valves for Hot Water Supply systems
2. CSA 22.2 No. 88 – Construction and Test of Industrial Heating Equipment Heaters

- E. National electrical Manufacturers Association (NEMA) www.global.nema.com

1. NEMA Standards Publication 250 – "Enclosures for Electrical Equipment (1000 Volts Maximum)"

- F. National fire Protection Association (NFPA) www.nfpa.org

1. NFPA 70 – National Electrical Code
2. NFPA 496 – Standard for Purged and Pressurized Enclosures for Electrical Equipment

- G. NSF International

1. NSF 61 – Drinking Water System Components – Health Effects
2. NSF 372 – Drinking Water System Components – Lead Content

- H. The Plumbing and Drainage Institute

1. PDI-WH 201 – Water Hammer Arresters

- I. Underwriters Laboratories (UL) www.ul.com

1. UL 50E – Enclosures for Electrical Equipment, Environmental Considerations
2. UL 499 – Standard for Electric Heating Appliances

1.03 ACTION SUBMITTALS

A. Product Data: For each product:

1. Manufacturer's data sheets indicating unit performance and compliance with requirements
2. Include details of electrical and mechanical operating parts
3. Show mounting and securing requirements and utility connection requirements

1.04 CLOSEOUT SUBMITTALS

A. Operation and maintenance data

1.05 QUALITY ASSURANCE

- A. Source Limitations: Obtain electric tankless water heaters through a single source from a single manufacturer
- B. Electrical Components: Listed and labeled per NFPA 70, Article 100, by a testing agency acceptable by authorities having jurisdiction
- C. Emergency Eyewashes and Shower Equipment Standard: Comply with ANSI Z358.1
- D. Sanitation Standard: Comply with NSF 61 for fixture components in contact with potable water
- E. Lead-Free Construction: Comply with NSF 372 for fixture components in contact with potable water

1.06 WARRANTY

A. Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace components of electric, domestic-water heaters that fail in materials or workmanship within specified warranty period.

1. Warranty Period: From Date of Substantial Completion:

- a. Electrical Components: Two (2) years
- b. Heating Elements: Four (4) years
- c. Heat Exchanger Free from Leaks: Eight (8) years

PART 2 – PRODUCTS

2.01 MANUFACTURERS

- #### A. Basis-of-Design Product: Subject to compliance with requirements, provide electric tankless eyewash water heaters by Keltech, Inc., Delton, MI; Phone: (800)999-4320; email sales@keltech-inc.com; Web site www.keltech-inc.com

1. Submit requests for substitution in accordance with Instructions to Bidders

2.02 ELECTRIC TANKLESS EYEWASH WATER HEATERS

- #### A. Electric tankless water heater, UL 499, sized for stable, lower temperature duty to meet low flow and temperature requirements of ANSI Z358.1 – compliant fixtures, with PID controller, liquid-cooled solid-state relays, flow activation, and anti-scald protection.

1. Basis of Design Manufacturer/Model: Keltech, Inc., Model CLE Eyewash Heater
2. Temperature Control: Microprocessor with PID logic and dual display of set-point and actual outlet water temperature
3. Heating Element: Heavy duty, low-watt density Incoloy 800 sheathed resistive element.
4. Heat Exchanger: Copper tubing with brazed brass fittings and other NSF 61 barrier materials for potable water, without storage capacity

5. Enclosure: UL 50E [0.063-inch/16ga. – (1.59 mm) thick, NEMA 4] or [0.063-inch/16ga. – (1.59 mm) thick, stainless steel NEMA 4X]

a. Water Heater Freeze Protection: Not Required

b. Mounting: Wall mounted and/or floor mounted with leg kit (refer to Drawings for specific requirements for each indicated location).

6. Pressure Rating: 150 psig (1035 kPa)
7. Connections: ¾ inch NPT (DN 19) Inlet and outlet
8. Safety Controls:

- a. 90° F (32° C) controller alarm sends a signal to disconnect power to elements
- b. 95° F (35° C) Internal thermostat with auto-reset high-limit switch
- c. 100° F (38° C) surface mounted bi-metal thermostat with manual reset

9. Capacity:

a. Factory Temperature Setpoint: 80° F (26.7° C)

10. Electrical Characteristics: 25kW at 480VAC/3-phase/3-wire

2.03 WATER HEATER ACCESSORIES

A. Provide electric tankless water heater system including the following system accessories:

1. Pressure and Temperature Relief Valves: Stainless steel, ASME rated and stamped pressure relief valve. Adjust to pressure setting less than water heater working-pressure rating.

a. Pressure and Temperature Safety Relief Valve set to 80 psig (552 kPa).

2. Pressure-Reducing Valves: ASSE 1003
3. Vacuum Relief Valves: ANSI Z21.22/CSA 4.4
4. Shock Absorbers: ASSE 1010 or PDI-WH 201, Size A water hammer arrester
5. Thread Adapters: NPT to BSPP, stainless steel
6. Y-Strainer: Stainless steel

PART 3 – EXECUTION

3.01 INSTALLATION

A. Electric, Tankless, Domestic-Water Heater Mounting:

1. Install water heaters in accordance with manufacturer's written instructions
2. Install water heaters level and plumb, according to layout drawings and referenced standards. Install metal shims as required to level unit and anchor to structure as recommended by manufacturer.
3. Maintain manufacturer's recommended clearance and access dimensions.

B. Install water supply piping to each water heater, and from heater to fixture requiring hot water supply connection.

1. Install stop valves on water supply and outlet piping. Provide stop valve on each supply in readily-serviced location. Lock stop valve in OPEN position.

- C. If shipped loose, install pressure and temperature safety relief valves on water heater. Run relief valve discharge lines as shown in manufacturer's instructions.
- D. Extend relief-valve outlet line, and discharge by positive air gap above closest floor drain.
- E. Install relief valve drain piping as indirect waste to spill by positive air gap into open drains or over floor drains. Install hose-end drain valves at low points in water piping.
- F. Run relief valve drain piping without creating tripping hazard.
- G. Set pressure-reducing valve for outlet pressure of 25psig (172 kPa)

3.02 FIELD QUALITY CONTROL

- A. Do not energize water heater until hydrostatic testing of domestic water lines is complete.
- B. Test and adjust installation(s).
 - 1. Replace defective or malfunctioning controls and equipment.
- C. Clean unit surfaces, test fixtures, and leave in ready-to-use condition.

END OF SECTION

SECTION 11311
ELECTRIC TANKLESS WATER HEATERS

PART 1 – GENERAL

1.01 SUMMARY

- A. Electric, tankless eyewash water heaters and water heater accessories

1.02 REFERENCES

- A. General: Applicable edition of references cited in this Section is current edition published on date of issue of Project specifications, unless otherwise required by building code in force.
- B. American National Standards Institute (ANSI) <http://webstore.ansi.org>:
1. ANSI Z21.22 – Relief Valves for Hot Water Supply Systems
 2. ANSI Z358.1 – American National Standard for Emergency Eyewash and Shower Equipment
- C. American Society of Sanitary Engineering (ASSE): www.asse-plumbing.org
1. ASSE 1003 – Performance Requirements for Water Pressure Reducing Valves for Domestic Water Distribution Systems
 2. ASSE 1010 – Performance Requirements for Water Hammer Arresters
- D. Canadian Standards Association/CSA Group (CAN/CSA): www.csagroup.org/us/en/home
1. CSA 22.2 No. 88 – Construction and Test of Industrial Heating Equipment Heaters
- E. National electrical Manufacturers Association (NEMA) www.global.nema.com
1. NEMA Standards Publication 2501 – "Enclosures for Electrical Equipment (1000 Volts Maximum)"
- F. National fire Protection Association (NFPA) www.nfpa.org
1. NFPA 70 – National Electrical Code
 2. NFPA 496 – Standard for Purged and Pressurized Enclosures for Electrical Equipment
- G. NSF International
1. NSF 61 – Drinking Water System Components – Health Effects
 2. NSF 372 – Drinking Water System Components – Lead Content
- H. American Society of Mechanical Engineers (ASME): www.asme.org
1. ASME Boiler and Pressure Vessel Code, Section IV for "HLW" stamp and registered with National Board of Boilers and Pressure Vessel Inspectors for "NB" stamp.
- I. Underwriters Laboratories (UL) www.ul.com
1. UL 50E – Enclosures for Electrical Equipment, Environmental Considerations
 2. UL 499 – Standard for Electric Heating Appliances

1.03 ACTION SUBMITTALS

A. Product Data: For each product:

1. Manufacturer's data sheets indicating unit performance and compliance with requirements
2. Include details of electrical and mechanical operating parts
3. Show mounting and securing requirements and utility connection requirements

1.04 CLOSEOUT SUBMITTALS

A. Operation and maintenance data

1.05 QUALITY ASSURANCE

- A. Source Limitations: Obtain electric tankless water heaters through a single source from a single manufacturer
- B. Electrical Components: Listed and labeled per NFPA 70, Article 100, by a testing agency acceptable by authorities having jurisdiction
- C. Emergency Eyewashes and Shower Equipment Standard: Comply with ANSI Z358.1
- D. Boiler and Pressure Vessel Safety Requirements: Comply with ASME "Boiler and Pressure Vessel Code," Section IV for "HLW" stamp
- E. Sanitation Standard: Comply with NSF 61 for fixture components in contact with potable water
- F. Lead-Free Construction: Comply with NSF 372 for fixture components in contact with potable water

1.06 WARRANTY

A. Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace components of electric, domestic-water heaters that fall in materials or workmanship within specified warranty period.

1. Warranty Period: From Date of Substantial Completion:

- a. Electrical Components: Two (2) years
- b. Heating Elements: Four (4) years
- c. Heat Exchanger Free from Leaks: Eight (8) years

2. ASME Warranty Period: From Date of Substantial Completion

- a. Electrical Components: Two (2) years
- b. Heating Elements: Five (5) years
- c. Heat Exchanger Free from Leaks: Ten (10) years

PART 2 – PRODUCTS

2.01 MANUFACTURERS

A. Basis-of-Design Product: Subject to compliance with requirements, provide electric tankless eyewash water heaters by Keltech, Inc., Delton, MI; Phone: (800)999-4320; email sales@keltech-inc.com; Web site www.keltech-inc.com

1. Submit requests for substitution in accordance with Instructions to Bidders

2.02 ELECTRIC TANKLESS EYEWASH WATER HEATERS

A. Electric tankless safety shower water heater, UL 499, sized for stable, lower temperature duty to meet low flow and temperature requirements of ANSI Z358.1 – compliant safety shower fixtures, liquid-cooled solid-state relays, flow activation, external emergency stop button, and anti-scald protection, and TepidGuard™, an overshoot protection purge function.

1. Basis of Design Manufacturer/Model: Keltech, Inc., Model SNA Safety Shower Heater
2. Enclosure: UL 50E [0.078-inch/14ga. – (1.99 mm) thick, NEMA 4] or [0.063-inch/16ga. – (1.59 mm) thick, stainless steel NEMA 4X]
 - a. Mounting: Wall mounted and/or floor mounted with leg kit (refer to Drawings for specific requirements for each indicated location).
3. Heat Exchanger: Copper tubing with brazed brass fittings and large internal passageways for minimal pressure drop. NSF 61 barrier materials for potable water, without storage capacity [ASME-and National Board-certified]
4. Pressure Rating: 150 psig (1035 kPa)
5. Connections: 1-¼ Inch NPT (DN 25) Inlet, outlet, and purge
6. Heating Element: Incoloy 800 low-watt density sheathed resistive heating element
7. Temperature Control: Microprocessor with PID logic and dual display of set-point and actual outlet water temperature
8. Safety Controls:
 - a. 90° F (32° C) controller alarm sends a signal to disconnect power to elements
 - b. 95° F (35° C) Internal thermostat with auto-reset high-limit switch
 - c. 95° F (35° C) passive monitoring, TepidGuard™ anti-scald protection activates and purges excessively hot water to drain
 - d. 100°F (38° C) surface mounted bi-metal thermostat with manual reset
 - e. Door cutoff switch and emergency stop button
9. Capacity:
 - a. Factory Temperature Setpoint: 80° F (26.7° C)
10. Electrical Characteristics: 72kW at 480VAC/3-phase/3-wire

2.03 WATER HEATER ACCESSORIES

A. Provide electric tankless water heater system including the following system accessories:

1. Pressure and Temperature Relief Valves: Stainless steel, ASME rated and stamped pressure relief valve. Adjust to pressure setting less than water heater working-pressure rating.
 - a. Pressure and Temperature Safety Relief Valve set to 80 psig (552 kPa).
2. Pressure-Reducing Valves: ASSE 1003
3. Vacuum Relief Valves: ANSI Z21.22/CSA 4.4
4. Shock Absorbers: ASSE 1010 or PDI-WH 201, Size A water hammer arrester
5. Thread Adapters: NPT to BSPP, stainless steel
6. Y-Strainer: Stainless steel

2.04 SOURCE QUALITY CONTROL

- ### A. Factory Tests: Test and inspect domestic-water heaters according to ASME "Boiler and Pressure Vessel Code," Section [III] [IV]. Submit test reports.

PART 3 – EXECUTION

3.01 INSTALLATION

A. Electric, Tankless, Domestic-Water Heater Mounting:

1. Install water heaters in accordance with manufacturer's written instructions
2. Install water heaters level and plumb, according to layout drawings and referenced standards. Install metal shims as required to level unit and anchor to structure as recommended by manufacturer.
3. Maintain manufacturer's recommended clearance and access dimensions.

B. Install water supply piping to each water heater, and from heater to fixture requiring hot water supply connection.

1. Install stop valves on water supply and outlet piping. Provide stop valve on each supply in readily-serviced location. Lock stop valve in OPEN position.

- #### C. If shipped loose, install pressure and temperature safety relief valves on water heater. Manifold relief valve discharge and over-temperature purge lines as shown in manufacturer's instructions.
- #### D. Extend relief-valve/over-temperature purge outlet line, and discharge by positive air gap above closest floor drain.
- #### E. Install relief valve/over-temperature purge drain piping as indirect waste to spill by positive air gap into open drains or over floor drains. Install hose-end drain valves at low points in water piping.
- #### F. Run relief valve/over-temperature purge drain piping without creating tripping hazard.

3.02 FIELD QUALITY CONTROL

- #### A. Do not energize water heater until hydrostatic testing of domestic water lines is complete.
- #### B. Test and adjust installation(s).

1. Replace defective or malfunctioning controls and equipment.

- #### C. Clean unit surfaces, test fixtures, and leave in ready-to-use condition.

END OF SECTION

Section 11311-4

SECTION 11410
EMERGENCY PLUMBING FIXTURES, PEDESTAL-MOUNTED

PART 1 – GENERAL

1.01 SECTION INCLUDES

1. Pedestal-mounted combination shower and eye/facewash equipment
2. Water-tempering equipment

1.02 REFERENCES

A. American National Standards Institute (ANSI) <http://webstore.ansi.org>:

1. ANSI Z358.1 – American National Standard for Emergency Eyewash and Shower Equipment

B. US Federal Government:

1. Public Law 90-480 – The Architectural Barriers Act of 1968, as amended
2. Public Law 101-336 – The Americans with Disabilities Act of 1990, as amended

1.03 ACTION SUBMITTALS

A. Product Data: For each product:

1. Manufacturer's data sheets indicating operating characteristics, materials and finishes
2. Include details of electrical and mechanical operating parts
3. Provide mounting requirements and rough-in dimensions
4. Mark each sheet with product drawing designation

B. Shop Drawings: Submit power, signal, and control wiring diagrams

1.04 CLOSEOUT SUBMITTALS

A. Operation and maintenance data

1.05 MAINTENANCE SUBMITTALS

A. Furnish indicated spare parts that are packaged with identifying labels listing associated products

1.06 QUALITY ASSURANCE

- A. Source Limitations: Obtain emergency plumbing fixtures through a single source from a single manufacturer
- B. ANSI Standard: Classified by UL to comply with ANSI Z358.1
- C. Electrical Components, Devices, and Accessories: Listed and labeled per NFPA 70, by a qualified testing agency, and marked for intended location and application

- D. EN Standard: Comply with EN 16154-2
- E. NSF Standard: Comply with NSF 61 for fixture components in contact with potable water
- F. Accessibility Requirements: Comply with ICC/ANSI A117.1; [Public Law 90-480 and Public Law 101-336] and requirements of authorities having jurisdiction

PART 2 – PRODUCTS

2.01 MANUFACTURERS

- A. **Basis-of-Design Product:** Subject to compliance with requirements, provide emergency plumbing fixtures manufactured by **Bradley Corporation**, Menomonee Falls, WI 53051; Phone: (800)272-3539; email info@BradleyCorp.com; Website www.bradleycorp.com

1. Submit requests for substitution in accordance with instructions to bidders

2.02 EMERGENCY PLUMBING FIXTURES, GENERAL

- A. **Eyewash and Eye/Facewash Units:** Integral flow control at 5.1 gpm (19.1L/m) with steady water flow under varying water supply conditions from 30 to 90 psi; self-draining bowl with integral strainer; ergonomic stainless steel paddle operated unless otherwise indicated.

1. Supply Piping: ½-inch NPT with stay-open ball valve
2. Drain Piping: 1-1/4-inch NPT

- B. **Showerhead:** 22 gpm (1.38 L/s) flow rate, 3.1-inch (78.1 mm) diameter ABS plastic

1. Supply Piping: 1-1/4-inch NPT with stay-open ball valve
2. Drain Piping: 1-1/4-inch NPT

2.03 COMBINATION DRENCH SHOWER / EYEWASH STATIONS

- A. **Plumbed Emergency shower with Eyewash Combination Units:** ANSI Z358.1, self-draining, with separate supply and waste piping. Provide factory-assembled and tested units with standard-compliant identification sign and inspection tag.

- B. **Basis of Design Manufacturer/Model and Model Description(s)** as indicated below: **Bradley, S19314FW and S19314PDCF**

1. **Model Halo S19314FW:** Eye/Facewash with ABS plastic sprayheads with flip-open dust covers, chrome-plated brass ball valve, push paddle activated; ABS plastic bowl; ABS plastic showerhead with SpinTec technology, chrome-plated brass ball valve, pull rod activated; safety yellow coated galvanized steel pipe
2. **Model Halo S19314PDCF:** Eye/Facewash with ABS plastic sprayheads, bowl, and dust cover; chrome-plated brass ball valve, push paddle activated; ABS plastic showerhead with SpinTec technology, chrome-plated brass ball valve, pull rod activated; safety yellow coated galvanized steel pipe

2.04 MATERIALS

- A. Stainless Steel: ASTM A 666 Type 304
- B. Stainless Steel: ASTM A 666 Type 316
- C. Steel Sheet: ASTM A 1008/A 1008M, Designation CS, manufacturer's standard thickness
- D. Galvanized-Steel Sheet: ASTM A 653/A 653M, with G60 hot-dip zinc coating, manufacturer's standard thickness
- E. Galvanized-Steel Sheet: ASTM A 153/A 153M, hot-dip galvanized after fabrication.
- F. Fasteners:
 - 1. Exposed: Screws, bolts, and other devices of same material as accessory unit and tamper-and-theft resistant
 - 2. Concealed: Galvanized steel
- G. Chrome Plating: ASTM B 456, Service Condition Number SC 2, moderate service
- H. ABS Plastic: Acrylonitrile-butadiene-styrene resin formulation, Impact resistant

PART 3 - EXECUTION

3.01 INSTALLATION

- A. Assemble fixtures and associated fittings and trim in accordance with manufacturer's instructions
- B. Install fixture supports attached to building structure for fixtures requiring supports
- C. Install fixtures onto waste-fitting seals or flanges and attach to supports or building structure
- D. Install fixtures level, plumb, and firmly in place in accordance with manufacturer's rough-in drawings
- E. Install water supply piping to each fixture requiring water supply connection. Provide stop on each supply in readily-serviced location. Fasten supply piping to supports or substrate
- F. Install trap and waste piping to each fixture requiring sanitary system connection
- G. Install escutcheons at exposed piping penetrations in finished locations and within cabinets
- H. Seal joints between fixtures and walls, floors, and countertops with mildew-resistant silicone sealant

3.02 CLEANING AND PROTECTION

- A. Repair or replace defective work, including damaged fixtures and components
- B. Clean unit surfaces, test fixtures, and leave in ready-to-use condition
- C. Turn over keys, tools, maintenance instructions, and maintenance stock to Owner
- D. Protect units with water-resistant temporary covering. Do not allow temporary use of plumbing fixture unless approved in writing. Remove protection at Substantial Completion and dispose.

3.03 TESTING AND ADJUSTING

- A. Set field-adjustable temperature set points of temperature-actuated water mixing valves. Adjust set point within allowable temperature range
- B. Test and adjust installation
- C. Remove and replace malfunctioning thermostatic mixing valves and retest

END OF SECTION

SECTION 11411

EMERGENCY PLUMBING FIXTURES, DECK AND WALL MOUNTED

PART 1 – GENERAL

1.01 SECTION INCLUDES

1. Wall mounted eye/facewash equipment
2. Water-tempering equipment

1.02 REFERENCES

A. American National Standards Institute (ANSI) <http://webstore.ansi.org>:

1. ANSI Z358.1 – American National Standard for Emergency Eyewash and Shower Equipment

B. US Federal Government:

1. Public Law 90-480 – The Architectural Barriers Act of 1968, as amended
2. Public Law 101-336 – The Americans with Disabilities Act of 1990, as amended

1.03 ACTION SUBMITTALS

A. Product Data: For each product:

1. Manufacturer's data sheets indicating operating characteristics, materials and finishes
2. Include details of electrical and mechanical operating parts
3. Provide mounting requirements and rough-in dimensions
4. Mark each sheet with product drawing designation

B. Shop Drawings: Submit power, signal, and control wiring diagrams

1.04 CLOSEOUT SUBMITTALS

A. Operation and maintenance data

1.05 MAINTENANCE SUBMITTALS

A. Furnish indicated spare parts that are packaged with identifying labels listing associated products

1.06 QUALITY ASSURANCE

- A. Source Limitations: Obtain emergency plumbing fixtures through a single source from a single manufacturer
- B. ANSI Standard: Classified by UL to comply with ANSI Z358.1
- C. NSF Standard: Comply with NSF 61 for fixture components in contact with potable water
- D. Accessibility Requirements: Comply with ICC/ANSI A117.1; [Public Law 90-480 and Public Law 101-336] and requirements of authorities having jurisdiction

PART 2 – PRODUCTS

2.01 MANUFACTURERS

- A. **Basis-of-Design Product:** Subject to compliance with requirements, provide emergency plumbing fixtures manufactured by **Bradley Corporation**, Menomonee Falls, WI 53051; Phone: (800)272-3539; email info@BradleyCorp.com; Website www.bradleycorp.com

1. Submit requests for substitution in accordance with Instructions to Bidders

2.02 EMERGENCY PLUMBING FIXTURES, GENERAL

- A. **Eyewash and Eye/Facewash Units:** Integral flow control at 5.1 gpm (19.1L/m) with steady water flow under varying water supply conditions from 30 to 90 psi; self-draining bowl with integral strainer; ergonomic stainless steel paddle operated unless otherwise indicated.

1. Supply Piping: ½-inch NPT with stay-open ball valve
2. Drain Piping: 1-1/4-inch NPT (on S19224 units only)

2.03 WALL-MOUNTED EMERGENCY PLUMBING FIXTURES

- A. **Wall-Mounted, Plumbed Eye/Face Wash Units:** ANSI Z358.1, self-draining, with separate supply and waste piping. Provide factory-assembled and tested units with standard-compliant identification sign and inspection tag.

- B. **Basis of Design Manufacturer/Model and Model Description(s)** as indicated below: **Bradley, S19224FW**

1. **Model Halo S19224FW:** Eye/Face Wash with ABS plastic sprayhead and flip-open dust covers, chrome-plated brass ball valve, push paddle activated; ABS plastic bowl; safety yellow coated galvanized steel pipe, tailpiece; safety yellow coated aluminum mounting bracket; barrier free model

PART 3 – EXECUTION

3.01 INSTALLATION

- A. Assemble fixtures and associated fittings and trim in accordance with manufacturer's instructions
- B. Install fixture supports attached to building structure for fixtures requiring supports
- C. Install fixtures onto waste-fitting seals or flanges and attach to supports or building structure
- D. Install fixtures level, plumb, and firmly in place in accordance with manufacturer's rough-in drawings
- E. Install water supply piping to each fixture requiring water supply connection. Provide stop on each supply in readily-serviced location. Fasten supply piping to supports or substrate
- F. Install trap and waste piping to each fixture requiring sanitary system connection
- G. Install escutcheons at exposed piping penetrations in finished locations and within cabinets
- H. Seal joints between fixtures and walls, floors, and countertops with mildew-resistant silicone sealant

3.02 CLEANING AND PROTECTION

- A. Repair or replace defective work, including damaged fixtures and components
- B. Clean unit surfaces, test fixtures, and leave in ready-to-use condition
- C. Turn over keys, tools, maintenance instructions, and maintenance stock to Owner
- D. Protect units with water-resistant temporary covering. Do not allow temporary use of plumbing fixture unless approved in writing. Remove protection at Substantial Completion and dispose.

3.03 TESTING AND ADJUSTING

- A. Set field-adjustable temperature set points of temperature-actuated water mixing valves. Adjust set point within allowable temperature range**
- B. Test and adjust installation**
- C. Remove and replace malfunctioning thermostatic mixing valves and retest**

END OF SECTION

SECTION 11412
EMERGENCY PLUMBING FIXTURES,
DUAL PURPOSE STATIONARY OR REMOVABLE EYE/FACE WASH

PART 1 - GENERAL

1.01 SECTION INCLUDES

1. Stationary or removable eye/facewash equipment
2. Water-tempering equipment

1.02 REFERENCES

A. American National Standards Institute (ANSI) <http://webstore.ansi.org>:

1. ANSI Z358.1 – American National Standard for Emergency Eyewash and Shower Equipment

1.03 ACTION SUBMITTALS

A. Product Data: For each product:

1. Manufacturer's data sheets indicating operating characteristics, materials and finishes
2. Include details of mechanical operating parts
3. Provide mounting requirements and rough-in dimensions
4. Mark each sheet with product drawing designation

1.04 CLOSEOUT SUBMITTALS

A. Operation and maintenance data

1.05 MAINTENANCE SUBMITTALS

A. Furnish indicated spare parts that are packaged with identifying labels listing associated products

1.06 QUALITY ASSURANCE

- A. Source Limitations: Obtain emergency plumbing fixtures through a single source from a single manufacturer
- B. ANSI Standard: Classified by UL to comply with ANSI Z358.1

PART 2 – PRODUCTS

2.01 MANUFACTURERS

- A. **Basis-of-Design Product:** Subject to compliance with requirements, provide emergency plumbing fixtures manufactured by **Bradley Corporation**, Menomonee Falls, WI 53051; Phone: (800)272-3539; email info@BradleyCorp.com; Website www.bradleycorp.com

1. Submit requests for substitution in accordance with Instructions to Bidders

2.02 EMERGENCY PLUMBING FIXTURES, GENERAL

- A. **Dual Purpose Stationary or Removable Eye/Facewash Units:** Integral flow control at 3.9-5.9 gpm with steady water flow under varying water supply conditions from 30 to 90 psi

1. Acts as a Stationary Eye/Face Wash or Hand-Held Spray for Eyes and Face or Body Rinsing
2. Supply Piping: ½-Inch NPT
3. Wall Bracket
4. Highly Visible Yellow-Corded Hose
5. Universal Identification Sign and Inspection Tag

2.03 DUAL PURPOSE STATIONARY OR REMOVABLE EMERGENCY PLUMBING FIXTURES

- A. **Wall-Mounted, Plumbed Eye/Face Wash Units:** ANSI Z358.1, provide factory-assembled and tested units with standard-compliant identification sign and inspection tag.

- B. **Basis of Design Manufacturer/Model and Model Description(s) as indicated below:**
Bradley, S1944011BBC

1. **Bradley, S1944011BBC:** Quick-access emergency eye/face spray features soft-flow dual sprayheads for flooding large areas as well as eyes only. Self-colling hose retracts for easy storage while allowing instant extension in emergency situations. Water flows from handle when squeezed. Hand-held hose sprayhead contains an antimicrobial agent to protect the sprayhead.
2. **Perforated sprayheads** are ABS plastic and feature soft-flow dual sprayheads, includes protective sprayhead covers. Integral flow control assures safe, steady flow under varying water supply conditions.
3. **Valve:** Chrome-plated brass with extended handle stays open once handle is squeezed
4. **Drench Hose:** 12' (3655mm) yellow reinforced thermoplastic hose is self-colling. Maximum working pressure of 170 psi. Burst strength is 3 times the maximum working pressure. Supply is ½" female NPT.
5. **Wall Bracket:** Metal parts of bracket for sprayhead/valve are stainless steel

2.04 WATER TEMPERING EQUIPMENT

- A. **Thermostatic Mixing Valve for Eyewash, Eye/Face Wash, and Drench Shower Fixture Units:** ANSI Z358.1 compliant single valve design with liquid-filled unit-mounted dial thermometer, providing 85°F (29°C) tepid, potable water, maintaining temperature at plus or minus 3°F for required 15-minute test period, and with automatic shutoff in case of unit failure to continue cold-water flow, with associated corrosion-resistant housing and fittings. **NOTE:** For following locations; TB1 Flammable Storage, TB2 Maintenance Building, and WH1 Welding Shop

1. **Basis of Design Manufacturer/Model:** **Bradley Navigator S19-2000 EFX8**
2. **Model Description:** Emergency fixture thermostatic mixing valve for eye/facewash units: 7 gpm at 30 psi
3. **Supply connections:** Hot and cold water

4. Finish: Rough bronze
5. Cabinet:
 - a. Mounting: Surface mounted

PART 3 – EXECUTION

3.01 INSTALLATION

- A. Assemble fixtures and associated fittings and trim in accordance with manufacturer's instructions
- B. Install fixture supports attached to building structure for fixtures requiring supports
- C. Install fixtures level, plumb, and firmly in place in accordance with manufacturer's rough-in drawings
- D. Install water supply piping to each fixture requiring water supply connection. Provide stop on each supply in readily-serviced location. Fasten supply piping to supports or substrate
- E. Install escutcheons at exposed piping penetrations in finished locations and within cabinets
- F. Seal joints between fixtures and walls, floors, and countertops with mildew-resistant silicone sealant

3.02 CLEANING AND PROTECTION

- A. Repair or replace defective work, including damaged fixtures and components
- B. Clean unit surfaces, test fixtures, and leave in ready-to-use condition
- C. Turn over tools, maintenance instructions, and maintenance stock to Owner
- D. Protect units with water-resistant temporary covering. Do not allow temporary use of plumbing fixture unless approved in writing. Remove protection at Substantial Completion and dispose.

3.03 TESTING AND ADJUSTING

- A. Set field-adjustable temperature set points of temperature-actuated water mixing valves. Adjust set point within allowable temperature range
- B. Test and adjust installation
- C. Remove and replace malfunctioning thermostatic mixing valves and retest

END OF SECTION

SECTION 11413
EMERGENCY PLUMBING FIXTURES,
FROST-PROOF DRENCH SHOWER AND EYEWASH UNIT

PART 1 – GENERAL

1.01 SECTION INCLUDES

1. Wall mounted drench shower and eyewash equipment

1.02 REFERENCES

A. American National Standards Institute (ANSI) <http://webstore.ansi.org>:

1. ANSI Z358.1 – American National Standard for Emergency Eyewash and Shower Equipment

1.03 ACTION SUBMITTALS

A. Product Data: For each product:

1. Manufacturer's data sheets indicating operating characteristics, materials and finishes
2. Include details of mechanical operating parts
3. Provide mounting requirements and rough-in dimensions
4. Mark each sheet with product drawing designation

1.04 CLOSEOUT SUBMITTALS

A. Operation and maintenance data

1.05 MAINTENANCE SUBMITTALS

A. Furnish indicated spare parts that are packaged with identifying labels listing associated products

1.06 QUALITY ASSURANCE

- A. Source Limitations: Obtain emergency plumbing fixtures through a single source from a single manufacturer**
- B. ANSI Standard: Classified by UL to comply with ANSI Z358.1**

PART 2 – PRODUCTS

2.01 MANUFACTURERS

- A. **Basis-of-Design Product:** Subject to compliance with requirements, provide emergency plumbing fixtures manufactured by **Bradley Corporation**, Menomonee Falls, WI 53051; Phone: (800)272-3539; email info@BradleyCorp.com; Website www.bradleycorp.com

1. Submit requests for substitution in accordance with Instructions to Bidders

2.02 EMERGENCY PLUMBING FIXTURES, GENERAL

- A. **Frost-Proof Drench Shower and Eyewash Units:** Integral flow control at 23 gpm with steady water flow under varying water supply conditions from 30 to 90 psi

1. Drench Shower and Eyewash Unit is made specifically for areas subject to freezing
2. Wall-Mounted Unit
3. Galvanized Steel Protected with BradTect™ Safety Yellow Coating
4. Universal Identification Sign and Inspection Tag

2.03 FROST-PROOF DRENCH SHOWER AND EYEWASH EMERGENCY PLUMBING FIXTURES

- A. **Wall-Mounted, Plumbed Frost-Proof Drench Shower and Eyewash Units:** ANSI Z358.1, provide factory-assembled and tested units with standard-compliant identification sign and inspection tag.

- B. **Basis of Design Manufacturer/Model and Model Description(s) as indicated below:**
Bradley, S19-310TW

1. **Bradley, S19-310TW:** Drench Shower and Eyewash Unit is made specifically for areas subject to freezing. This unit saves space and fits easily into any work environment where outdoor plumbed water source is not available. Shower and eyewash valves operate quickly by a large, highly visible push handle. Shower provides a superior washdown with a more even spray pattern. Safe, steady water flow under varying conditions from 30-90 PSI is assured by integral flow control in the sprayhead assembly.
2. **SpinTec™ Showerhead** is 3.1" (78.7mm) diameter highly visible yellow impact-resistant plastic. Features integral 22 GPM flow control, conserving water and helping to accurately size tepid water system
3. **Eyewash Sprayhead Assembly:** Chrome-plated brass sprayhead assembly with twin soft-flow eyewash heads and protective sprayhead covers, operated by a large, highly visible stainless steel push handle. Safe, steady water flow under varying water supply conditions from 30-90 PSI assured by integral flow control in sprayhead assembly.
4. **Frost-Proof Shower and Eyewash Valve (Independent Operation):** Shower has 1" NPT stay-open valve. Eyewash has ½" NPT stay-open valve. Hand operated by a large, highly visible stainless steel push handle
5. **Pipe and Fittings:** Galvanized steel protected with BradTect™ safety yellow coating. Standard wall thickness is 8" – 12".

PART 3 – EXECUTION

3.01 INSTALLATION

- A. Assemble fixtures and associated fittings and trim in accordance with manufacturer's instructions**
- B. Install fixture supports attached to building structure for fixtures requiring supports**
- C. Install fixtures level, plumb, and firmly in place in accordance with manufacturer's rough-in drawings**
- D. Install water supply piping to each fixture requiring water supply connection. Provide stop on each supply in readily-serviced location. Fasten supply piping to supports or substrate**
- E. Install escutcheons at exposed piping penetrations in finished locations and within cabinets**
- F. Seal joints between fixtures and walls, floors, and countertops with mildew-resistant silicone sealant**

3.02 CLEANING AND PROTECTION

- A. Repair or replace defective work, including damaged fixtures and components**
- B. Clean unit surfaces, test fixtures, and leave in ready-to-use condition**
- C. Turn over tools, maintenance instructions, and maintenance stock to Owner**
- D. Protect units with water-resistant temporary covering. Do not allow temporary use of plumbing fixture unless approved in writing. Remove protection at Substantial Completion and dispose.**

3.03 TESTING AND ADJUSTING

- A. Set field-adjustable temperature set points of temperature-actuated water mixing valves. Adjust set point within allowable temperature range**
- B. Test and adjust installation**
- C. Remove and replace malfunctioning thermostatic mixing valves and retest**

END OF SECTION

SECTION 11510
EMERGENCY PLUMBING FIXTURES,
THERMOSTATIC MIXING VALVES

PART 1 – GENERAL

1.01 SECTION INCLUDES

1. Emergency fixture thermostatic mixing valves

1.02 REFERENCES

A. American National Standards Institute (ANSI) <http://webstore.ansi.org>:

1. ANSI Z358.1 – American National Standard for Emergency Eyewash and Shower Equipment

B. American society of Sanitary Engineering (ASSE):

1. ASSE 1071 – Temperature Actuated Mixing Valves for Plumbed Emergency Equipment

C. International Association of Plumbing and Mechanical Officials (IAPMO)

1. IAPMO-listed and certified to meet lead free requirements

D. NSF International (NSF):

1. NSF 61, Drinking Water Systems Components – Health Effects; Sections 1 - 9

1.03 PERFORMANCE REQUIREMENTS

- A. Maximum Working Pressure: 125 psig (860) kPa), unless otherwise indicated

1.04 ACTION SUBMITTALS

- A. Product Data: For each product:

1.05 INFORMATION SUBMITTALS

- A. Operation and Maintenance data

1.04 CLOSEOUT SUBMITTALS

- A. Operation and maintenance data

1.05 MAINTENANCE SUBMITTALS

- A. Furnish indicated spare parts that are packaged with identifying labels listing associated products

1.06 QUALITY ASSURANCE

- A. Conform to requirements of ASSE – (US) and CSA – (Canada)
- B. Comply with NSF 61, "Drinking Water System Components."

1.07 WARRANTY

- A. **Special Manufacturer's Warranty:** Provide manufacturer's standard form in which manufacturer agrees to repair or replace products that fall in materials or workmanship.

1. Thermostat: 10 years

PART 2 – PRODUCTS

2.01 MANUFACTURERS

- A. **Basis-of-Design Product:** Subject to compliance with requirements, provide temperature-actuated water mixing valves manufactured by **Bradley Corporation**, Menomonee Falls, WI 53051; Phone: (800)272-3539; email info@BradleyCorp.com; Website www.bradleycorp.com

1. Submit requests for substitution in accordance with Instructions to Bidders

2.02 EMERGENCY FIXTURE THERMOSTATIC MIXING VALVES, GENERAL

- A. Liquid-filled thermal motor and piston control mechanism with positive shutoff of hot water when cold water supply is lost. Valve allows cold flow in event of loss or interruption of hot water supply or thermostat failure. Valve controls outlet temperature over wide flow range and is suitable for drench shower and eyewash applications. Valve includes vandal-resistant temperature adjustment, dial thermometer, integral strainer, and check stops.

1. Inlet Water Temperature: Maximum 180°F (82°C)
2. Tempered-Water Setting: Factory preset, 85°F (29°C)
3. Temperature Range: 65 to 95°F (18 to 35°C)

- B. **Emergency Fixture Thermostatic Mixing Valve**

1. **Basis of Design:** Bradley Navigator EFX8 S19-2000
2. Valve flow rate at 45-psig (310 kPa) Pressure Drop: 9.4 gpm (0.6 L/s).
3. Inlets: ½-Inch NPT
4. Outlet: ½-Inch NPT

- C. **ASSE 1071 Emergency Fixture Thermostatic Mixing Valve**

1. **Basis of Design:** Bradley Navigator EFX20 S19-2150
2. Valve flow rate at 45-psig (310 kPa) Pressure Drop: 26 gpm (2.0 L/s)
3. Inlets: ¾-Inch NPT
4. Outlet: 1-Inch NPT
5. Mounting Type: Surface-mounted, exposed

PART 3 – EXECUTION

3.01 INSTALLATION

- A. Install temperature-actuated water mixing valves with check stops or shutoff valves on inlets and with shutoff valve on outlet

3.02 CLEANING AND PROTECTION

- A. Repair or replace defective work, including damaged fixtures and components
- B. Clean unit surfaces, test fixtures, and leave in ready-to-use condition
- C. Turn over tools, maintenance instructions, and maintenance stock to Owner
- D. Protect units with water-resistant temporary covering. Do not allow temporary use of plumbing fixture unless approved in writing. Remove protection at Substantial Completion and dispose.

3.03 TESTING AND ADJUSTING

- A. Set field-adjustable temperature set points of temperature-actuated water mixing valves. Adjust set point within allowable temperature range
- B. Test and adjust installation
- C. Remove and replace malfunctioning thermostatic mixing valves and retest

END OF SECTION

SECTION 15400

PLUMBING

PART 1-GENERAL

1.01 SUMMARY

- A. Work Included:
 - 1. All material and piping for plumbing
 - 2. Concrete foundations and anchor bolts for all equipment furnished under this section
 - 3. Piping connections to all plumbing equipment, whether furnished under this section or not
- B. Related Sections and Divisions: Applicable provisions of Division 1 shall govern work in this section.

1.02 SYSTEM DESCRIPTION

- A. Design Requirements: Provide lead-free pipe, fittings, appurtenances, and fixtures in accordance with Kentucky Plumbing, Plumbing Law, and Codes and ANSI Z358.1-2014 Standard for Emergency Eyewash and Shower Equipment.

PART 2-PRODUCTS

2.01 MATERIALS OF CONSTRUCTION

- A. All materials used in the manufacture, assembly, and painting of piping and valves in contact with water shall be compatible with potable water supplies. All glues, solvents, solders, etc., shall likewise be compatible. For instance, no lead-base solders shall be used. All materials shall be National Sanitation Foundation (NSF) approved.

2.02 PLUMBING PIPING AND APPURTANENCES

- A. Copper Piping:
 - 1. Copper piping shall conform to the requirements of ASTM B88.
 - 2. All interior and above ground potable and non-potable water supply piping and sump pump discharge piping smaller than 3 inches shall be Type K hard copper, except as noted for specific locations and/or as noted on provided drawings. Fittings shall conform to ANSI B16.22 wrought copper and be soldered or sweated on. No lead-based solder may be used. Flux for potable water systems shall meet NSF 61. Piping shall run exposed in buildings, except in finished areas.
 - 3. Shutoff valves shall be placed on each branch for all underground, aboveground, or interior piping
 - 4. Pump vent and drain lines, seal water supply and other small-diameter interior piping from the PW or NPW source, and manometer lines shall be rigid, Type K hard copper. An ample number of unions shall be provided for disassembling. Pump vents shall be valved.
- B. Emergency Fixtures:
 - 1. Manufacturers: Bradley or OWNER approved equal
 - 2. Unit(s) shall be hydrostatically tested to meet or exceed ANSI Z358.
 - 3. All units shall be identified with a high-visibility sign made from rigid polyethylene, Brady B-450, V-style 45 degree, 12-inch by 18-inch Brady 49043/49044, or equal. Provide one sign at each unit.

2.03 PLUMBING EQUIPMENT

A. Water Heaters:

1. Provide A.O. Smith Model #E6-50R45DV or OWNER approved equal (WH Welding Shop)
2. Mixing Valve(s):
 - a. Bradley Navigator Model #S19-2000 EFX8
 - b. Bradley Navigator Model #S19-2150 EFX20
 - c. Bradley Navigator Model #S19-2300 EFX125
 - d. Or OWNER approved equal
3. Dual Indication gauges:
 - a. Blue Fin Model #TD25B-BKX or OWNER approved equal
4. Electric Instantaneous (tankless) Water Heater(s);
 - a. Manufacturers: Kaltech SNA and/or CSE series or OWNER approved equal
 - b. Must meet performance required by ANSI Z358.1-2014

PART 3-EXECUTION

3.01 INSTALLATION

- A. Plumbing system shall be installed with hangers and supports in accordance with the Plumbing Code. Insulation shields shall be used at supports of insulated piping.
- B. Plumbing system shall be installed in accordance with local plumbing requirements and applicable portions of the Kentucky Plumbing Code. Where requirements conflict, the stricter standard shall apply.
- C. Install all piping, conduit, and accessories to permit access to equipment for maintenance. Coordinate exact location of wall and ceiling access panels and doors with the general contractor, making sure that access is available for all equipment and specialties. Where access is required in plaster walls or ceilings, furnish access doors to the general contractor.
- D. Install plumbing equipment where indicated in accordance with manufacturer's recommendations. Coordinate equipment location with piping, ductwork, conduit, and equipment of other trades to allow sufficient clearances. Locate equipment and arrange plumbing piping to provide access space for servicing all components.
- E. Startup and test equipment adjusting operating and safety controls for proper operation
- F. Install plumbing fixtures in accordance with manufacturer's instructions. Set level and plumb. Secure in place to counters, floors, and walls providing solid bearing and secure mounting.
- G. Test fixtures to demonstrate proper operation. Replace malfunctioning units or components. Adjust valves for intended water flow rate to fixtures without splashing, noise, or overflow.
- H. All piping shall be insulated
- I. Set floor mounted water heaters on concrete housekeeping pads. Adjust and level equipment.
- J. CONTRACTOR shall identify piping:
 1. Potable water: blue insulation
 2. Tepid water: White insulation labeled "Tepid Water"

3.02 TESTING AND CLEANING

A. GENERAL

1. All new piping shall be tested. All piping, interior or exposed, shall be subject to test before being covered with insulation or paint. All piping and appurtenances shall be watertight or airtight and free from visible leaks.
2. All piping shall be flushed or blown out after installation and prior to testing. CONTRACTOR shall provide all necessary piping connections, water, air, test pumping equipment, water meter, bulkheads, valves, pressure gauge and other equipment, materials, and facilities necessary to complete the specified tests, flushing, and sterilization. CONTRACTOR shall also provide all temporary sectionalizing devices and vents as required.
3. All new parts of existing altered, extended, or repaired plumbing system shall be tested for leaks and defects. Piping being tested shall not leak or show any loss in test pressure for duration specified.
4. In cases of minor installation and repairs where specified water and/or air test procedures are deemed impractical, CONTRACTOR shall perform alternate testing procedures if acceptable to ENGINEER. Alternate testing procedures for minor installation and repairs may include visual evaluation of installed components by ENGINEER during a simulation use.
5. The water used for tests shall be obtained from a potable source of supply.
6. Prepare testing reports. If testing is performed in segments, submit separate report for each segment, complete with diagram or clear description of applicable portion of piping. After testing has been accepted for portion thereof, certify in writing the time, date, name, and title of persons reviewing the test. This shall also include the description of what portion of the system has been accepted. A complete record shall be maintained of all testing that has been accepted and shall be made available at the jobsite. Upon completion of the work, all records and certifications regarding testing shall be submitted to ENGINEER before final payment is made.
7. Verify systems are complete, flushed, and clean prior to testing. Isolate or remove components subject to damage or not rated for test pressure. Test for leaks and defects in new piping and parts of existing piping that have been altered, extended, or repaired. Leave piping uninsulated, uncovered, and unconcealed until it has been tested. Where any portion of piping system must be concealed before completion of entire system, the portion shall be tested separately as specified for the entire system prior to concealment. CONTRACTOR shall expose all untested covered or concealed piping.
8. Gauges used for testing shall have increments as follows:
 - a. Tests requiring a pressure of 10 psi or less shall use a testing gauge having increments of 0.10 psi or less
 - b. Test requiring a pressure of greater than 10 psi but less than or equal to 100 psi shall use a testing gauge having increments of 1 psi or less
 - c. Test requiring a test pressure of greater than 100 psi shall use a testing gauge having increments of 2 psi or less
9. Separately test above and belowground piping
10. Do not introduce test water into piping systems when exposure to freezing temperatures is possible.
11. Do not introduce test water into sections of piping located above existing sensitive areas and/or equipment that may be damaged or contaminated by water leakage. Coordinate with OWNER to determine areas and/or equipment considered as being sensitive.
12. Defective work or material shall be reworked and replaced and test repeated. Repairs shall be made with new materials. Pipe dope, caulking, tape, dresser couplings, etc., shall not be used to correct deficiencies.
13. CONTRACTOR shall be responsible for cleaning up any leakage during flushing, testing, repairing, and disinfecting to the original condition any building parts subjected to spills or leakage.

14. If required for additional pressure load under test, provide temporary restraints at fittings or expansion joints. Backfill underground pressure mains prior to testing with the exception of thrust restrained valves that be exposed to isolate potential leaks.
15. For hydrostatic tests, use clean water and remove all air from the piping being tested by means of air vents or loosening of flange/unions. Measure and record test pressure at the high point in the system.
16. For air or nitrogen tests, gradually increase the pressure to not more than one-half of the test pressure; then increase the pressure in steps of approximately one-tenth of the test pressure until the required test pressure is reached. Examine all joints and connections with a soap bubble solution or equivalent method. System will not be accepted until it can be demonstrated that there is no measureable loss of test pressure during the test period.

END OF SECTION

SECTION 16010

GENERAL ELECTRICAL REQUIREMENTS

PART 1-GENERAL

1.01 SUMMARY

- A. Work includes general requirements for all electrical work.
- B. Related Sections and Divisions: Applicable provisions of Division 1 shall govern work in this section.

1.02 REFERENCES

- A. ANSI/NFPA 70-National Electrical Code (NEC)
- B. ANSI/IEEE C2-National Electrical Safety Code
- C. ANSI/NFPA 70E-Electrical Safety in the Workplace

1.03 CONTRACT DOCUMENTS

- A. Any equipment roughed in improperly and/or not positioned on implied centerlines or as dictated by good practice shall be repositioned at no cost to OWNER.
- B. The drawings are generally diagrammatic, and CONTRACTOR shall coordinate the Work so the interferences are avoided. Provide all offsets in conduit, fittings, etc., necessary to properly install the work. All offsets, fittings, etc., shall be provided without additional expense to OWNER.

1.04 REGULATORY REQUIREMENTS

- A. Conform to ANSI/NFPA 70
- B. Conform to ANSI/IEEE C2
- C. Conform to ANSI/NFPA 70E
- D. The rules and regulations of the federal, state, local, and civil authorities and utility companies in force at the time of execution of the Contract shall become a part of this specification

1.05 CODES AND ORDINANCES

- A. CONTRACTOR is expected to know or to ascertain, in general and in detail, the requirements of all codes and ordinances applicable to the construction and operation of systems covered by this Contract. CONTRACTOR shall know or ascertain the rulings and interpretations of code requirements being made by all authorities having jurisdiction over the work to be performed by them.

- B. In preparing Bid, CONTRACTOR shall include the cost of all items and procedures necessary to satisfy the requirements of all applicable codes, ordinances, and authorities, whether or not these are specifically covered by the drawings and specifications. All cases of serious conflict or omission between the drawings, specifications, and codes shall be brought to the ENGINEER'S attention, as herein before specified. CONTRACTOR shall carry out work and complete construction as required by the applicable codes and ordinances and in such a manner as to obtain approval of all authorities whose approval is required.
- C. When requested by ENGINEER, CONTRACTOR shall provide written calculations to show compliance with applicable codes or the Contract Documents. This shall include, but not be limited to, conduit and wire sizing, junction and pull box fill and sizing, manhole/handhole sizing, conductor derating, and voltage drop. CONTRACTOR shall indicate calculation method used as well as compliance with applicable code, drawing, or specification.

1.07 ELECTRICAL DISTRIBUTION SYSTEM

- A. provide branch circuits consisting of components indicated on the drawings or specified herein including, but not limited to:
 - 1. Code-required disconnects
 - 2. Support system design and supports for raceways
- B. CONTRACTOR shall connect the following equipment consisting of components indicated on the drawings or specified herein, including, but not limited to:
 - 1. Tank and instantaneous water heaters
- C. CONTRACTOR shall instruct OWNER'S representative in the operation and maintenance of all equipment. The instruction shall include a complete operating cycle on all apparatus.
- D. Provide miscellaneous items for a complete and functioning system as indicated on the drawings and specified herein.

1.08 DRAWINGS

- A. The drawings indicate approximate locations of the various items of the electrical systems. These items are shown approximately to scale and attempt to show how these items should be integrated with building construction. Locate all the various items by on-the-job measurements in conformance with the Contract Documents and cooperation with other trades.
- B. Prior to locating the equipment, confer with the ENGINEER as to desired location in the various areas. In no case should equipment locations be determined by scaling drawings. Relocate equipment and bear cost of redoing work of other trade's work necessitated by failure to comply with this requirement.
- C. In certain instances, receptacles, switches, light fixtures, or other electrical devices and equipment, etc., may be relocated. Where relocation is within 10 feet of location shown on the drawings, and when CONTRACTOR is informed of necessary relocation before work is begun on this portion of the job, the relocation shall be at CONTRACTOR'S expense.
- D. The drawings are schematic in nature and are intended to show exact locations of conduit, but rather to indicate distribution, circuitry, and control.

1.09 EXISTING UNDERGROUND UTILITIES

- A. The drawings show approximate location of existing underground electrical based on OWNER-provided record drawings. CONTRACTOR shall excavate and verify the location of all underground electrical prior to installing new electrical equipment and prior to making modifications of existing electrical. This shall include, but not be limited to, feeders to structures and equipment, branch circuit wiring, phone and communication cabling, instrument wiring, and control wiring. CONTRACTOR shall temporarily relocate existing underground electrical to keep existing facility in operation and for any new construction, and all costs for relocating existing electrical shall be included in the Bid.**

1.10 SUBMITTALS

- A. CONTRACTOR shall submit to ENGINEER for approval prior to beginning work, shop drawings on the equipment and materials proposed to be furnished and installed. See Section 01300-Submittals for requirements.**

PART 2-PRODUCTS

2.01 STANDARD PRODUCTS

- A. All equipment and products shall be of new manufacture per applicable specifications**
- B. All equipment shall be UL and NEMA approved**
- C. Unless specified otherwise, major distribution equipment such as panelboards, switchboards, switchgear, motor control centers, motor starters, VFDs, SPD, transformers, etc., shall each be by the same manufacturer.**
- D. All equipment and wiring shall be selected and installed for conditions in which it will perform (e.g., general purpose, weatherproof, raintight, explosionproof, dustproof, or any other special type).**

PART 3-EXECUTION

3.01 CONTINUITY OF SERVICE

- A. CONTRACTOR shall provide and maintain continuous services (power, controls, alarms, etc.) during the entire construction period.**
- B. No service shall be interrupted or changed without permission from OWNER. Written permission shall be obtained before any work is started.**
- C. When interruption of service is required, all persons concerned shall be notified and a prearranged time agreed upon. Notice shall be a minimum of 72 hours prior to the interruption.**

3.02 WORKMANSHIP

- A. All work shall be performed in compliance with the NEC**
- B. Install work using procedures defined in NECA Standard of Installation**
- C. Location of process equipment as shown on the drawings is approximate**

- D. Utilization equipment and control devices required under these specifications shall be mounted in a code-approved manner
- E. Locations of utilization equipment and control devices as shown on the drawings are within 10 feet of actual positions. Any mounting of this equipment within 10-foot distance will be performed at no additional cost to OWNER
- F. Unless otherwise noted, conduit shall be fastened to building structure or equipment framework and not placed on the floor.

END OF SECTION

SECTION 16110

CONDUIT

PART 1-GENERAL

1.01 SUMMARY

- A. Work Included:
1. Rigid aluminum conduit
 2. Polyvinyl chloride conduit and fittings

1.02 REFERENCES

- A. ANSI C80.5-Electrical Rigid Aluminum Conduit (ERAC)
- B. ANSI/NEMA FB 1-Fittings, Cast Metal Boxes, and Conduit Bodies for Conduit, Electrical Metallic Tubing, and Cable
- C. NEMA RN 1-Polyvinyl-Chloride (PVC) Externally Coated Galvanized Rigid Steel Conduit and Intermediate Metal

1.03 QUALITY ASSURANCE

- A. Code Compliance: Comply with National Electrical Code (NFPA 70) and any and all local codes as applicable to construction and installation of electrical wiring devices, material, and equipment herein specified.
- B. UL Labels: Provide electrical cable, raceways, wire, connectors, outlets, switches, etc., which have been listed and labeled by Underwriters Laboratories.
- C. Prior to shipment to site, all conduit provided shall be new, unused material and may not have been stored outdoors or exposed to weather.

1.04 SUBMITTALS

- A. Submit shop drawings and product data in accordance with provisions of section 01300 – Submittals

PART 2-PRODUCTS

2.01 RIGID METAL CONDUIT FITTINGS

- A. Rigid Aluminum Conduit: ANSI C80.5 and UL6. Heavy wall
- B. Conduit bodies for rigid aluminum conduit shall be as manufactured by Appleton, Form 85, or equal, and be constructed of pressure-cast, copper-free aluminum for sizes 2 inches and under, and sand-cast, copper-free aluminum for sizes over 2 inches. Conduit bodies shall have built-in pulling rollers, domed gasket covers, and stainless steel screws. Covers for conduit bodies must have bolts that thread into the conduit body. Snaptight and wedgenut covers are not allowed. CONTRACTOR shall select body style and size per application.

2.02 POLYVINYL CHLORIDE CONDUIT (PVC) AND FITTINGS

- A. Conduit: Heavy wall rigid, schedule 40, schedule 80 where noted, UL listed for underground, encased, and aboveground applications. PVC conduit installed in exterior locations shall be UV resistant.
- B. Conduit bodies for PVC conduit shall be as manufactured by Carlon, or equal, and be suitable for use with Schedule 40 or Schedule 80 PVC conduit. Conduit bodies shall have smooth hubs, textured lds, and foam-in-place gaskets. CONTRACTOR shall select body style and size per application.
- C. Supports: Two-hole nonmetallic clamps or conduit support straps may be used for surface-mounted conduit.

PART 3-EXECUTION

3.01 CONDUIT SIZING, ARRANGEMENT, AND SUPPORT

- A. Size conduits for branch circuit conductors so as to have not less than 25% spare capacity after installation; ¼ inch minimum size.
- B. Maintain at least 1 inch of separation between conduit sizes to 1 ½ inches and 2 inches between conduits 1 ½ inch or larger. Maintain 1 foot of separation between signal conduits (below 100 volts) and power conduits (100 volts and above).
- C. All conduit shall be supported in accordance with the NEC and as specified herein. This shall apply to all conduit types, including flexible conduit.
- D. Provide for the proper application, installation, and location of inserts, supports, and anchor bolts for a satisfactory raceway system. Where any component of the raceway system is damaged, replace or provide new raceway system.
- E. Run conduits concealed to adverse conditions such as heat and moisture, to permit drainage, and to avoid all materials and equipment of other trades. Maintain a minimum clearance of 6 inches from all hot water pipes, flues, or any high-temperature piping or ductwork.
- F. Conduit shall be attached to building surfaces and not suspended unless installed in a Unistrut-type conduit rack as specified herein. Individual conduits shall not be suspended. Clevis hangers are not allowed.
- G. Independently support or attach the raceway system to structural parts of construction in accordance with good industry practice. Conduits through roofs shall be rigid metal conduit and be equipped with pitch pockets.
- H. Conduit attached to building surfaces that may be damp shall be spaced out to avoid rust and/or corrosion using fittings approved for the use. Use back straps on all conduit in damp or wet locations, or mount conduit with Unistrut straps, or equal. Watertight hubs shall be used in all damp locations. Damp locations shall include, but not be limited to, all basement areas, tunnel areas, washdown areas, garage areas, all wet wells and dry wells, all areas below grade, and exterior locations.
- I. Conduits shall be securely fastened to building structure at intervals not exceeding feet or closer, if necessary. Where hangers are necessary, 3/8-inch rod/eyelets/rings/or trapeze type Unistrut channel and pipe clamps shall be used. Wire or perforated strap iron is not acceptable. PVC conduit shall be securely fastened to building structure at intervals not exceeding 3 feet.

- J. Vertical conduit runs 1 ¼ inches and larger passing through floors shall be supported at each floor with conduit riser grips.

3.02 GENERAL CONDUIT INSTALLATION REQUIREMENTS

- A. Interior conduit shall run concealed in walls, building cavities, chases, attic spaces, and buried below floor slabs. Exterior conduit shall be buried below grade and concealed in structure walls. Exposed conduit runs shall be avoided. Conduit may be run exposed only where it is impossible to conceal.
- B. Conduit may be run exposed on the underside of precast or poured concrete floor slabs or in basements. Run exposed conduit grouped and parallel or perpendicular to construction. Do not route exposed conduits over boilers or high-temperature machinery nor in contact with such equipment. All conduit shall be run in structures below grade.
- C. All conduit installed below grade shall be buried a minimum of 2 feet 0 inches. All conduit installed below floor slabs shall be buried a minimum of 1 foot below slab.
- D. PVC conduit installed in earth (interior and exterior) shall be bedded in compacted sand with a minimum of 6-inch cover on all sides.
- E. In all PVC conduit runs below grade 200 feet and longer, PVC coated rigid steel conduit shall be used for all 90 degree bends.
- F. Ream conduit smooth at ends, cap upon installation, rigidly attach to structural parts of the building, and securely fasten to all outlet boxes, panel cabinets, junction boxes, pull boxes, splicing chambers, safety switches, and all other components of the raceway system.
- G. Where conduits installed through roofs serve heating, ventilating, and air-conditioning equipment, conduits may not be routed through ductwork or chases; conduits shall penetrate the roof and be equipped with pitch pockets.
- H. Provide spare capped conduits for flush-mounted panelboards consisting of three ¾-inch conduits from the panelboard to the ceiling space above and three ¾-inch conduits from the panelboard to the ceiling space below the floor slab.
- I. Conduits installed for future equipment or electrical work shall be cut off and capped flush with finished floor. Conduit ends shall have threaded fittings to accommodate future conduit installation.
- J. Provide all empty raceways 2 ½ inches and over with No. 10 galvanized fishwire, and nylon cord for conduits smaller than 2 ½ inches. Empty raceways and fishwire/nylon cord shall be identified with permanent label, and label shall include conduit termination point. All empty conduits shall be threaded and capped.
- K. Provide conduit raceway for exposed cables that are not UV resistant. This shall include, but not be limited to, instrument wiring, motor terminators, pump cables, float cables, etc.
- L. Conduit seals shall be provided for intrinsically safe circuits, where conduits pass from the interior to exterior of the building, where conduits enter a room which at any time is a low or high temperature room, where conduits enter a room which at any time is subject to internal air pressures above or below normal, any conduit entering a wet location, and any conduit entering a NEMA 4X area.

- M. Liquidtight flexible conduit shall be installed in such a manner that liquids tend to run off the surfaces and not drain toward the fittings.
- N. All runs of flexible conduit and flexible conduit couplings to equipment and devices shall be as short as possible, of the same size as the conduit it extends, and with enough slack to reduce the effects of vibration to a minimum. A minimum of 18 inches of flexible conduit shall be installed for each motor.
- O. Provide conduit expansion-deflection fittings as specified herein in all conduit runs where movement perpendicular to axis of conduit may be encountered.
- P. Conduits shall be pitched so that drainage is towards manholes or handholes and away from all structures.
- Q. Conduit bends for PVC conduit shall be made using a hotbox, heat blanket, or glycol bender. Open flame or point heat sources of any type are not allowed.
- R. The PVC-coated rigid conduit manufacturer's touch-up compound shall be used on all conduit interior and exterior bare steel exposed because of nicks, cuts, abrasions, thread cutting, and reaming; minimum six coats.
- S. Where below-grade PVC conduit is connected to rigid metal conduit, the length of PVC conduit shall be a minimum of 10 feet. For short, below-grade conduit runs where required lengths of rigid metal conduit limit the length of PVC conduit to less than 10 feet, rigid metal conduit shall be used for the entire run.

3.03 CONDUIT PENETRATIONS AND TERMINATIONS

- A. Where fittings are brought into an enclosure with a knockout, a gasket assembly consisting of an O-ring and retainer shall be installed on the outside. Fittings shall be insulated throat type.
- B. Conduit penetrations for control panels or enclosures containing electronic equipment shall utilize watertight hubs and enter the sides or bottom of enclosure. Conduits shall not penetrate the top of the enclosure.
- C. Conduit penetrations for all exterior enclosures (e.g., disconnects, junction boxes, control panels) shall utilize watertight hubs and enter the sides or bottom of the enclosure. Conduits shall not penetrate the top of the enclosure.
- D. Provide conduit expansion fittings as specified herein in all conduit runs that cross a structural expansion joint, for conduits protruding from duct banks that are routed above grade and into structures, and for conduits protruding from earth where the conduit is terminated within 5 feet of finished grade.
- E. All conduits that protrude from poured concrete shall be PVC-coated rigid conduit. Conduit shall extend continuously (i.e., no joints) a minimum of 4 feet beyond the poured concrete (both sides).
- F. Conduits passing through masonry, concrete, or similar construction shall be cast in place using PVC-coated rigid conduit extending completely through the construction.
- G. Where above-grade conduits pass through cores in existing structures or through masonry walls, grout openings between conduit and walls or floors with sand cement mortar.

- H. Where wall penetrations through existing walls are below grade, cored openings shall be sealed with waterproof mechanical seals. Cores shall be pitched slightly such that conduit slopes away from building. Sleeve diameter shall be provided and mechanical seals installed as recommended by the manufacturer. Conduit shall extend continuously (i.e., no joints) a minimum of 4 feet beyond the wall (exterior).
- I. All spare conduits that terminate in a building or structure below grade shall be plugged with conduit plus as specified herein.

3.04 CONDUIT INSTALLATION SCHEDULE

- A. The following schedule lists specific conduit types allowed in designated areas. Those areas not listed under a specific conduit type shall not have that type of conduit installed:
 - 1. Rigid aluminum:
 - a. All exposed interior locations
 - b. Interior locations requiring mechanical protection
 - c. Exterior locations (except in earth) and locations exposed to weather
 - d. Class I, Division 1 and Division 2 locations
 - e. All locations where attached to aluminum railings or aluminum structural members.
 - f. Where noted on drawings
 - 2. PVC:
 - a. Earth, except within 6 feet of a building or structure footing, wall, or manhole/handhole. PVC conduit under pavement or roadways shall be Schedule 80
 - b. NEMA 4X areas (Indoors only)
 - c. Service entrance ground conductors
 - d. Buried below slabs on grade
 - e. Concrete encased duct banks (Schedule 40 or Schedule 80)

END OF SECTION

SECTION 16120

WIRE

PART 1-GENERAL

1.01 SUMMARY

- A. Work included:
 - 1. Wire
 - 2. Wiring connections and terminations

1.02 QUALITY ASSURANCE

- A. Manufactures of wire: Firms regularly engaged in the manufacture of electrical wire products of the types and ratings needed whose products have been satisfactory use in similar service for not less than 5 years.
- B. Installer: A firm with at least 5 years of successful installation experience on projects with electrical wiring installation work similar to that in this project.
- C. Code Compliance: Comply with National Electrical Code (NFPA 70) and any and all local codes as applicable to construction installation of electrical wiring devices, material, and equipment herein specified.
- D. UL Labels: Provide electrical raceways, wire, connectors, outlets, switches, etc., which have been listed and labeled by Underwriters Laboratories.
- E. NECA Standard: Comply with applicable portions of National Electrical Contractor's Association's "Standard of Installation."

1.03 SUBMITTALS

- A. Submit shop drawings and product data under the provisions of Section 01300-Submittals.
- B. Submit shop drawings for wiring system including layout of distribution devices, branch circuit conduit and cables, circuiting arrangement, and outlet devices.
- C. Submit manufacturer's instructions.

1.04 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Provide factory-wrapped, waterproof, flexible-barrier material for covering wire on wood reels, where applicable, and weather-resistant fiberboard containers for factory-packaging of wire, connectors, outlets, boxes, lamps, fuses, etc., to protect against physical damage in transit. Do not install damaged wire or other material; remove from project site.

PART 2-PRODUCTS

2.01 WIRE

- A. All wire for permanent installation shall be new stranded copper delivered to project in unopened cartons or reels, except where specifically noted and be UL listed for the use intended. No wire smaller than 12 AWG shall be used unless specifically noted.
- B. All conductors shall be THHN/THWN dual rated. Damp and wet locations shall include, but not be limited to, washdown areas, unconditioned spaces, exterior buried conduits, wet wells, and exterior locations.
- C. Use industry standard for wire color coding. Initial phase color shall be used throughout the run, even for switch legs. Colors must meet code requirements for each class voltage. Do not duplicate colors, including neutral, on different voltages.

2.02 WIRING CONNECTIONS AND TERMINATIONS

- A. Provide crimp type UL or ETL listed terminations for 6 AWG and smaller stranded conductor connections to electrical devices and equipment such as receptacles, switches, and terminal strips. Crimp devices shall be Sta-Kon, or equal.
- B. Provide insulated, silicone-filled spring wire connectors with plastic caps for 8 AWG conductors and smaller. Connectors shall be King Silicone-Filled Safety Connectors, or equal. Spring wire connectors shall only be allowed in junction, outlet, or switch boxes. Spring wire connectors are not allowed for terminating motor conductors.
- C. No splices will be allowed unless reviewed by ENGINEER. Where allowed, provide in-line splices for all conductor connections, 6 AWG and larger. Splice crimp component shall be Bumdy UGSKIT2 or equal. Splice shall be made with crimp tool by manufacturer that allows expanded conductor ranges. Splice insulation component shall be Raychem heavy-wall, low-voltage tubing, type WCSM, or equal.

PART 3-EXECUTION

3.01 INSPECTION

- A. Examine the areas and conditions under which the work is to be installed and notify CONTRACTOR of conditions detrimental to proper and timely completion of work. Do not proceed with the work until unsatisfactory conditions have been corrected.

3.02 GENERAL WIRING METHODS

- A. Install electrical wire and connectors in accordance with the manufacturer's written instructions, applicable requirements of the NEC, the National Electrical Contractor's Association's "Standards of Installation," and in accordance with recognized industry practices so that products serve the intended functions. Use appropriate wiring methods and materials for the equipment or environment.
- B. Stranded conductors shall be terminated using crimp-type devices specified herein. Conductors may not be wrapped around a terminal screw.
- C. Place an equal number of conductors for each phase of a circuit in same raceway.

- D. Torque conductor connections and terminations with calibrated torque wrench to manufacturer's recommended values. Provide permanent marking on lug, bolt, nut, or connection for conductors larger than 4 AWG.
- E. Splice only in junction and outlet boxes. Splicing is not allowed in disconnects, manholes, motor control centers, panelboards, control panels, equipment, etc. Avoid splices between terminals of interconnecting power and control wiring.
- F. Spring wire connectors shall be used in junction, outlet, or switch boxes. Equipment wireways (e.g., motor control centers, panelboards, disconnects, switchgear, etc.), and control panels shall not have any spring-wire connectors installed; all terminations shall be on terminal strips.
- G. Neatly train, lace, and tie wrap all wiring inside boxes, equipment, control panels, MCC's, and panelboards.
- H. Make conductor lengths for parallel circuits equal.
- I. The same color shall be used for each numbered wire throughout its entire length.
- J. Terminate spare conductors within equipment, MCC's, control panels, etc., on terminal strips and label as "SPARE." Spare wiring in pull or junction boxes may be terminated with electrical tape and labeled as "SPARE."

3.03 WIRING INSTALLATION IN RACEWAY

- A. Pull all conductors into a raceway at the same time. Use UL-listed wire-pulling lubricant for pulling 4 AWG and larger wires. Wax-based pulling lubricant is not allowed unless it includes a Teflon additive.
- B. Install wire in raceway after interior of building is enclosed, watertight, and dry, and all mechanical work likely to injure conductors has been completed.
- C. Completely and thoroughly swab raceway system before installing conductors.
- D. Conductors No. 6 AWG and larger shall be pulled into conduits utilizing a tugger with built-in tension meter. CONTRACTOR shall provide a report to ENGINEER for each pull indicating maximum tension reached during the pull along with manufacturer's maximum pulling tension. Motorized machines of any type are not allowed for any wire pulling.
- E. Conductors shall be installed in conduit system in such a manner that insulation is not damaged, conductors are not over stressed in pulling, and walls are not damaged. No splices are permitted except in junction boxes or outlet boxes.
- F. CONTRACTOR shall observe code limitation on the number and size of wires in an outlet box. CONTRACTOR shall either lay out work so that the wires do not exceed the particular box limitation or provide larger boxes or outlet boxes approved for additional capacity.
- G. Panel riser feeder conductors shall be identified with colored tape at panel lugs. The same phase relation shall be maintained throughout.
- H. Circuiting is indicated diagrammatically on the drawings.

3.04 FIELD QUALITY CONTROL

- A. Inspect wire for physical damage and proper connection.
- B. Prior to energizing, check conduit, raceways, outlet boxes, and wire continuity of circuitry and for short circuits. Correct malfunction when detected.
- C. Subsequent to wire hookups, energize circuitry and demonstrate functionality in accordance with these specifications.
- D. Perform continuity tests on all power and equipment branch circuit conductors. Verify proper phasing connections.
- E. Perform field inspection and testing according to provisions of this section.

3.05 ACCEPTANCE TESTS

- A. CONTRACTOR shall furnish all materials, labor, and equipment necessary for the acceptance tests specified herein. Acceptance tests shall be performed in the presence of OWNER or OWNER's representative and must be passed before final acceptance of the work.
- B. CONTRACTOR shall be responsible for powered tests of each field-installed device unless specifically noted otherwise. CONTRACTOR shall be responsible for device operation as powered from its power source and signals are received at the I/O modules.
- C. Operation Test: By operational testing, OWNER will give final acceptance of the wiring system when all of the wiring is considered a complete system. All equipment shall function and operate in the proper manner as indicated in the details of the specifications and on the drawings. All motors shall be properly connected to protective devices, and motor rotation shall be in the correct direction.
- D. A written record of performance tests on electrical and control and instrumentation systems and equipment shall be supplied to OWNER. Such tests shall show compliance with governing codes.
- E. The transformer, feeder, and subfeeds to the lighting panels shall be completely phased out as to sequence and rotation. Phase sequences shall be A-B-C as follows:
 - 1. Front-to-rear, top-to-bottom, or left-to-right when facing equipment.
 - 2. Phasing shall be accomplished by using distinctive colors of the various phases. The same color or variation of it shall be used for a particular phase throughout the building and project.

3.06 WIRE INSTALLATION SCHEDULE

- A. Install all wiring in raceways except as otherwise noted. This includes all low-voltage wiring such as temperature control, instruments, phone, network, fiber optic, etc.

END OF SECTION

Section 16123-4

SECTION 16190
SUPPORTING DEVICES

PART 1-GENERAL

1.01 SUMMARY

- A. Work Included:**
1. Conduit and equipment support members
 2. Fastening hardware
- B. Related Sections and Divisions:** applicable provisions of Division 1 shall govern work in this section.

1.02 QUALITY ASSURANCE

- A. Support systems shall be adequate for weight of equipment and conduit, including wiring, which they carry.**

1.03 SUBMITTALS

- A. Submit shop drawings and product data in accordance with provisions of Section 01300-Submittals.**

PART 2-PRODUCTS

2.01 MATERIAL

- A. Support Members:**
1. 316 stainless steel or fiberglass in exterior locations and NEMA 4X areas. PVC-coated steel in Class I locations and where used with PVC-coated conduit.
 2. Galvanized steel in all other areas.
- B. Hardware:**
1. Stainless steel in exterior locations, NEMA 4X areas, and Class I locations.
 2. Galvanized steel in all other areas.
- C. Manufacturers:** Unistrut P-1000, B-Line, Superstrut, or equal.

PART 3-EXECUTION

3.01 INSTALLATION

- A. All supporting devices and support structures shall be constructed such that the structure adequately supports the load of the equipment installed on it including any wind and/or snow loads. Provide additional support members to those shown on the Drawings to adequately support load.**
- B. Fasten hanger rods, conduit clamps, and outlet and junction boxes to building structure using expansion anchors or support members. Do not use spring steel clips and clamps. Provide standoffs or suspended ceiling grid bridge supports as specified in other technical sections.**

- C. Use toggle bolts or hollow wall fasteners in hollow masonry, plaster, or gypsum board partitions and walls; expansion anchors or preset inserts in solid masonry walls; self-drilling anchors or expansion anchors on concrete surfaces; sheet metal screws in sheet metal studs; and wood screws in wood construction.
- D. Where support members are used for conduit, cutoff ends shall be smooth. Cutoff PVC-coated support members shall be ground smooth and touched up with PVC coating material from manufacturer.
- E. Do not fasten supports to piping, duct work, mechanical equipment, or conduit.
- F. Do not use powder-actuated anchors.
- G. Do not drill structural steel members.
- H. Fabricate supports with welded end caps and all welds and surfaces ground smooth for neat appearance. Use hexagon head bolts with steel spring-lock washers under all nuts.
- I. In wet locations, install free-standing electrical equipment on concrete pads. Anchor all equipment to adjacent walls with standoffs and caulk.
- J. Install surface-mounted cabinets and panelboards with a minimum of four anchors.
- K. Do not use chain, wire rope, or perforated strap hangers.
- L. All welds shall be continuous and ground smooth.

END OF SECTION

SECTION 16440

DISCONNECT SWITCHES

PART 1-GENERAL

1.01 SUMMARY

- A. Work included:
 - 1. Disconnect switches
- B. Related Sections and Divisions: Applicable provisions of Division 1 shall govern work in this section.

1.02 REFERENCES

- A. NEMA KS 1-Enclosed Switches

1.03 SUBMITTALS

- A. SUBMIT SHOP DRAWINGS AND PRODUCT DATA IN ACCORDANCE WITH PROVISIONS OF Section 01300-Submittals.
- B. Include outline drawings with the dimensions and equipment ratings for voltage, capacity, horsepower, and short-circuit.

PART 2-PRODUCTS

2.01 ACCEPTABLE MANUFACTURERS

- A. Disconnect switches: Square D Class 3110 or Cutler Hammer Type DH.

2.02 DISCONNECT SWITCHES

- A. Fusible Disconnect Switches: NEMA KS 1: heavy-duty, quick-make, quick-break, load interrupter enclosed knife switch with externally-operable handle interlocked to prevent opening front cover with switch in the "On" position. A deflector shall be provided to bypass this interlock. Handle shall be lockable in "Off" position. Provide fuse clips designed to accommodate Class R fuses, and auxiliary contacts to remove control power associated with field devices or instruments interlocked with equipment served. Auxiliary contacts shall be by the disconnect manufacturer.
- B. Nonfusible Disconnect Switches: NEMA KS 1: heavy-duty, quick-make, quick-break, load interrupter enclosed knife switch with externally-operable handle interlocked to prevent opening front cover with switch in the "On" position. A deflector shall be provided to bypass this interlock. Handle lockable in "Off" position. Provide auxiliary contacts to remove control power associated with field devices or instruments interlocked with equipment served. Auxiliary contacts shall be by the disconnect manufacturer.

2.03 ENCLOSURES

- A. Provide disconnect switch enclosures as listed below, unless noted otherwise on the drawings:
 - 1. Indoor dry locations: NEMA 12, steel
 - 2. Outdoor, corrosive, or wet locations: NEMA 4X, stainless steel
 - 3. Hazardous locations: NEMA 7, cast aluminum

PART 3-EXECUTION

3.01 INSTALLATION

- A. Provide disconnect switches where required by code. Maximum mounting height shall be 42 inches above finished floor unless noted otherwise, or acceptable to ENGINEER based on field conditions.
- B. Wiring within disconnects shall only be for loads or equipment served by that disconnect. Foreign wiring within disconnect enclosures is not allowed. All wiring within disconnect enclosures shall be landed on lugs or terminals provided by the disconnect manufacturer, or on dedicated terminal strips for instrumentation equipment or field devices. Splices and spring wire connectors are not allowed within the disconnect enclosure.

END OF SECTION

SECTION 16475

OVERCURRENT PROTECTIVE DEVICES

PART 1-GENERAL

1.01 SUMMARY

- A. Work included: Provide overcurrent protective devices per NEC, as specified herein, and as needed for a complete and proper installation.

1.02 SUBMITTALS

- A. Submit shop Drawings and product data in accordance with provisions of Section 01300-Submittals, including electrical ratings, physical size, interrupt ratings, trip curves, I²t curves, and manufacturer's detailed specifications.

1.03 QUALITY ASSURANCE

- A. Comply with the following requirements:
1. NFPA 70 National Electrical Code (NEC)
 2. Local codes and ordinances
 3. Provide overcurrent protective devices by same manufacturer for each type of device.

PART 2-PRODUCTS

2.01 FUSES

- A. General purpose fuses for protection of motors, transformers, feeders, and main service:
1. Use UL Class RK-1 fuses:
 - a. Single end rejection or to fit mountings specified
 - b. 0 to 600 ampere rating
 - c. 200,000 ampere interrupting capacity
 - d. Dual element, time delay
 - e. Use Busman Low Peak LPN-RK, or equal; 250-volt rating
 - f. Use Busman Low-Peak LPS-RK, or equal; 600-volt rating
 2. USE UL Class L fuses:
 - a. Bolt-in type
 - b. 601 to 6,000 ampere rating
 - c. 200,000 ampere interrupting capacity
 - d. Time delay
 - e. Use Busman HI-CAP, KRP-C, or equal; 600 volt rating
 - f. All fuses shall be provided with indicating-type fuse blocks
- B. General purpose fuses for protection of motor control circuits, lighting ballasts, control transformers, and street lighting fixtures:
1. Use UL Class CC, fast-acting, single-element fuses
 2. Rated 0 to 30 amperes
 3. Provide 200,000 ampere interrupting capacity
 4. Use Busman Limitron KTK-R, or equal; 600-volt rating
- C. All lugs shall be rated to accept copper conductors

2.02 CIRCUIT BREAKERS

A. General:

1. Comply with UL 489 and NEMA AB1 requirements
2. Provide thermal and magnetic protection unless noted otherwise
3. All circuit breakers installed in MCC's shall be provided with auxiliary contact to indicate switch position to SCADA system

B. Main and Tie Breakers:

1. Circuit breakers shall have a short-circuit interrupting rating as indicated on the Drawings
2. Provide solid-state circuit breakers with electronic sensing, timing, and tripping circuits for adjustable current settings. Provide ground fault trip with integral adjustable ground fault pickup and delay settings, adjustable long-time pickup, long-time delay, short-time pickup, short-time delay, and instantaneous pickup settings

C. Feeder and Branch Breakers:

1. Circuit breakers shall have a short-circuit interrupting rating as required
2. Solid-state Circuit Breakers: Circuit breakers with frame sizes 400 amperes and larger shall be provided with electronic sensing, timing, and tripping circuits for adjustable current settings. Provide adjustable long-time pickup, long-time delay, short-time pickup, short-time delay, and instantaneous pickup settings.
3. Field-Adjustable Thermal-Magnetic Trip Circuit Breaker: NEMA AB1. Provide circuit breakers with frame sizes less than 400 amperes with mechanism for adjusting instantaneous pickup setting for automatic operation. Range of adjustment shall be three to ten times the trip rating.
4. Field-Changeable Magnetic-Only Ampere Rating Circuit Breakers/Motor Circuit Protectors: NEMA AB1. Provide circuit breakers with frame size 200 amperes and larger with changeable trip units.
5. Ground Fault Protection: Ground fault pickup and delay shall be provided for circuit breakers with frame sizes 1,000 amperes and larger and for all feeders serving equipment outdoors and in wet locations.

D. All lugs shall be rated to accept copper conductors.

2.03 ENCLOSURES

- A. Circuit breakers shall be installed within switchgear, switchboard, MCC, panelboard, etc., as required
- B. Provide fused switch or circuit breaker with enclosures where required as listed below, unless noted otherwise on the Drawings:
 1. Indoor: NEMA 12, steel
 2. Outdoor, corrosive, or wet location: NEMA 4X, stainless steel
 3. Hazardous locations: NEMA 7, cast iron

2.04 ACCESSORIES

- A. Provide accessories as scheduled as listed below:
 1. Auxiliary switch: 120 volts AC DC
 2. Handle lock: Include provisions for padlocking
 3. Provide mechanical trip device

PART 3-EXECUTION

3.01 INSTALLATION

- A. Install overcurrent protective devices in accordance with manufacturer's recommendation

3.02 ADJUSTMENT

- A. Set and record adjustable settings on circuit breakers to provide selective coordination and proper operation

END OF SECTION

SECTION 16859

HEAT TRACE

PART 1-GENERAL

1.01 SUMMARY

- A. Work included: This section includes furnishing, programming, installing, and placing into successful operation heat tracing. The heat tracing cable and appurtenances shall be furnished by the same supplier.

1.02 REFERENCES

- A. ASTM 2833-Standard Test Methods for Thermoplastic Insulations and Jackets for Wire and Cable
- B. IEC 218-1 Guide for determination of thermal endurance properties of electrical insulating materials
- C. UL 746B-Standard for Polymeric Materials-Long Term Property Evaluations

1.03 SUBMITTALS

- A. Submit shop drawings, product data, and design calculations in accordance with provisions of Section 01300-Submittals.
- B. Shop drawings shall include individual pipe isometric drawing(s) showing each heat trace circuit. Include a bill of material identifying all components and material for each circuit. Approved manufacturer drawings will be made available by ENGINEER to selected Heat Trace Supplier.
- C. Provide product data on heating cables, end terminations, power connections, thermostats and all accessories
- D. Provide design calculations for the individual pipe isometrics showing the following as a minimum:
1. Circuit identification number
 2. Line size and insulation type
 3. Heat loss for valves, pipes and supports
 4. Amount and type of heating cable required
 5. Areas of pipe where spiral wrapping of heating cable is required
 6. Heating cable service voltage
 7. Heating cable power output required to maintain the required pipe temperature
 8. Circuit breaker sizing

1.04 QUALITY ASSURANCE

- A. Electrical components must be listed and labeled as defined in NFPA 70, Article 100
- B. All components shall be listed and approved by FM or Underwriters Laboratories

PART 2-PRODUCTS

2.01 SELF-REGULATING HEATING CABLES

A. Freeze Protection:

- 1. The cable shall vary its power output relative to the temperature of the surface of the pipe or vessel. The cable shall be designed such that it can be crossed over itself and cut to length in field.**
- 2. The cable shall have a useful life of 20 years or more continuous power including:**
 - a. 75 percent of nominal power after 20 years of operation at maximum continuous exposure temperature**
 - b. 90 percent of nominal power after 1000 hours of operation at Intermittent exposure temperature**
- 3. The cable shall consist of two 16 AWG nickel-plated copper bus wires, embedded in a self-regulating conductive core with modified polyolefin jacket (cable inner jacket). The cable shall be suitable for use on plastic or metallic pipes. Cables shall have a temperature identification number (T-rating) of T6 without use of thermostats.**
- 4. The cable inner jacket shall be covered with a tinned copper braid with a resistance less than the heating cable bus wire resistance. The braid shall be protected from chemical attack and mechanical abuse by a polyolefin (for environments where cable will be exposed to organic chemicals or corrosives) jacket.**
- 5. Each circuit shall have a 30mA ground fault protection device with a nominal 100-ms response time.**
- 6. The cable shall be suitable for use with 120 VAC, single phase, 60 Hz, supply voltage.**

2.02 ACCESSORIES AND COMPONENTS

- A. Manufacturer recommended installation tape (glass or aluminum) shall be provided depending on pipe type and installation environment**
- B. Heat trace labels shall be manufacturer's standard material and size. Labels shall clearly include the wording "Electric Heat Tracing."**
- C. Pipe straps shall be stainless steel and sized for pipes on which they will be used. One size fits all pipe straps are not acceptable.**
- D. Power connections shall be specifically designed for the heating cable being supplied and be from the same manufacturer as the heating cable. Power connections shall include NEMA 4X or NEMA 7 Class I, Division 1, groups C and D areas junction box, stand, core sealer, and all accessories for making an FM approved connection from standard single conductor branch cables to the heat trace cable. Stand shall provide enough distance between the process pipe and the junction box to accommodate up to 4-inches of thermal pipe insulation. Terminations shall be rated for a maximum operating voltage of 480Vac.**
- E. Splice kits shall be specifically be designed for the heating cable being supplied and be from the same manufacturer as the heating cable. Splice kits shall include splice housing, sealing grommets, core sealers, and all accessories for making a cold applied, low profile, in-line splice of heating cable. Completed splice shall provide NEMA 4X or NEMA 7 Class I, Division 1, groups C and D areas protection for the completed splice. Splice shall be rated for operating voltage, area of classification listed, and required current of the cable being spliced.**

- F. Tee connections shall be specifically designed for the heating cable being supplied and be from the same manufacturer as the heating cable. Tee kits shall include tee enclosure with lid, stand, core sealers, and all accessories for making the tee connection. Enclosure shall be electrostatic charge-resistant glass filled engineered polymer and provide NEMA 4X or NEMA 7 Class I, Division 1, groups C and D areas protection for the completed tee connection. Stand shall provide enough distance between the process pipe and the junction box to accommodate up to 4-inches of thermal pipe insulation. Tee connection shall be rated for the operating voltage, area of classification listed, and required current of the cable being connected.
- G. End seals shall be specifically designed for the heating cable being supplied and be from the same manufacturer as the heating cable. End seals shall be above insulation cold applied type. End seals shall project through the thermal insulation on the process pipe. End seals shall be re-enterable with indicating light. End seal stand shall provide enough distance between the process pipe and the seal to accommodate up to 4-inches of thermal insulation between process pipe and the seal. End seal shall be rated for the operating voltage, area of classification listed, of the cabled being sealed. End seal shall provide NEMA 4X or NEMA 7 (Class I, Division 1, Groups C and D areas) protection for the completed seal.

PART 3-EXECUTION

3.01 INSTALLATION

- A. Install all heat tracing cable and appurtenances in accordance with manufacturer's recommendations.
- B. All cables shall be protected from damage during construction
- C. Protect cable ends from chemicals, mechanical damage, and moisture by means of a manufacturer approved and provided end seal
- D. Install heating cable to cold lead connections in accessible locations
- E. Provide heat trace labels located on the outside of the mechanical insulation on the pipe. Labels shall be applied every 10 feet, alternating sides of the pipe
- F. Power connections, splice connections, tee connections, and end seals shall be installed per manufacturer's installation requirements

3.02 TESTING

- A. Factory testing shall include all testing required by the latest IEEE 515 and manufacturer's standard testing
- B. Perform following testing after installation but prior to installation of insulation or other coverings:
 - 1. Test continuity prior to energizing
 - 2. Test insulation resistance in cables before energizing per manufacturer's instructions
 - 3. Test all remote monitoring alarm contacts
- C. Perform following testing after insulation has been installed: Test insulation resistance in cables before energizing per manufacturer's instructions. Megger testing shall be performed using a 2,500 VDC device. Cable shall be tested at 2,500 VDC. Remove and replace cables with measured resistance less than 1000 megohms to ground

D. Verify rated power input. After energizing, test voltage and current simultaneously

E. All test reports and megger readings shall be submitted to ENGINEER

END OF SECTION

Section 16859-4

APPENDIX A
PROJECT DRAWINGS

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/19/2019

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

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

PRODUCER J Smith Lanier & Co Lexington PO Box 2030 360 East Vine Street, Ste 200 Lexington, KY 40588	CONTACT NAME: Karen Marshall PHONE (A/C, No, Ext): 859-244-7687 FAX (A/C, No): 859-254-8020 E-MAIL ADDRESS: kmarshall@jsmithlanier.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED Herrick Company, Inc. 2176 Waddy Road Lawrenceburg, KY 40342-9440	INSURER A : Selective Insurance Company	12572
	INSURER B : KY Assoc. General Contractors	
	INSURER C : Toklo Marine Spec In	23850
	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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> PD Ded:500 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			S2405322	10/11/2019	10/11/2020	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 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 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> Drive Oth Car			S2405322	10/11/2019	10/11/2020	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 EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$0			S2405322	10/11/2019	10/11/2020	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	007033	01/01/2019	01/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$4,000,000 E.L. DISEASE - EA EMPLOYEE \$4,000,000 E.L. DISEASE - POLICY LIMIT \$4,000,000
A	Builders Risk			S2405322	10/11/2019	10/11/2020	3,000,000 / \$2,500 ded
C	Pollution LI			PPK1875121	09/05/2018	09/05/2020	2000000/6000000 5000ded
A	Rented/Leased Eq			S2405322	10/11/2019	10/11/2020	30,000 / \$500 ded

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Project: Town Branch Secondary Digester Improvements Bid No. 113-2019 Bid Amount: \$1,499,350

The Lexington-Fayette Urban County Government and Strand Associates, Inc. are included as additional insured when required by written contract but only with respects to the auto liability and general liability insurance including ongoing operations per CG2010 and products and completed operations hazard (See Attached Descriptions)

CERTIFICATE HOLDER Lexington Fayette Urban County Government Attn Brian Marcum 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 

DESCRIPTIONS (Continued from Page 1)

per CG2037 and subject to the provisions and limitations of the policy. The auto liability and general liability are written on a primary and non-contributory basis when required by written contract, subject to the provisions and limitations of the policy. The Umbrella policy is on a following form basis over the insuring conditions of the underlying scheduled Liability policies. 30 day Notice of Cancellation with respect to General Liability, Auto Liability and Umbrella Liability applies per form CG 28 04 10 93. LFUCG and Strand Associates, Inc. are included as loss payee with respect to their interest in the Builder's Risk coverage and subject to the provisions and limitations of the policy.

**ADDITIONAL INSURED — OWNERS, LESSEES OR
CONTRACTORS — SCHEDULED PERSON OR
ORGANIZATION**

POLICY NUMBER: S 2405322

COMMERCIAL GENERAL LIABILITY
CG 20 10 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

**Name Of Additional Insured Person(s)
Or Organization(s):**

LEXINGTON FAYETTE URBAN COUNTY
GOVERNMENT (LFUCG)
200 E. MAIN STREET
LEXINGTON, KY 40507

Location(s) Of Covered Operations

PROJECT: TOWN BRANCH SECONDARY DIGESTER
IMPROVEMENTS, BID NO. 113-2019
(LEXINGTON FAYETTE URBAN COUNTY
GOVERNMENT)

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II — Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

ADDITIONAL INSURED — OWNERS, LESSEES OR CONTRACTORS — COMPLETED OPERATIONS

POLICY NUMBER: 8 2405322

COMMERCIAL GENERAL LIABILITY
CG 20 37 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT (LFUCG) 200 E. MAIN STREET LEXINGTON, KY 40507	PROJECT: TOWN BRANCH SECONDARY DIGESTER IMPROVEMENTS, BID NO. 113-2019 (LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT)

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II — Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

**ElitePac®
Commercial Automobile Extension**

COMMERCIAL AUTO
CA 78 16 11 17

SCHEDULE OF COVERAGE EXTENSIONS AND LIMITS OF INSURANCE

This ElitePac Schedule is a summary of additional coverages, coverage modifications and corresponding Limits of Insurance that supplements the Business Auto Coverage Form. No coverage is provided by this summary. Refer to the actual endorsement for changes affecting your insurance protection.

DESCRIPTION	
AMENDMENTS TO SECTION II - LIABILITY COVERAGE	
Newly Acquired Or Formed Organizations	Coverage Extension
Limited Liability Companies	Coverage Extension
Employees As Insureds	Coverage Extension
Blanket Additional Insureds	Coverage Extension
Expenses For Bail Bonds And Loss Of Earnings	
Bail Bonds	\$3,000 Per "Accident"
Loss Of Earnings	\$1,000 Per Day
Employee Indemnification and Employer's Liability Amendment	Coverage Extension
Fellow Employee Coverage	Coverage Extension
Care, Custody Or Control Amendment	\$1,000 per "Accident"; \$500 Deductible Per "Accident"
AMENDMENTS TO SECTION III - PHYSICAL DAMAGE COVERAGE	
Towing And Labor	Coverage Extension
Private Passenger Auto, Social Service Van or Bus, Light Truck Medium, Heavy and Extra Heavy Trucks	\$75 Per Tow \$150 Per Tow
Glass Breakage Deductible	Coverage Extension
Additional Transportation Expenses	\$60 per day up to a maximum of \$1,800
Hired Auto Physical Damage Coverage	\$75,000 per "loss"
Hired Auto Loss of Use Coverage	\$750 Per "Accident"
Auto Loan/Lease Gap Coverage (Not Available in New York)	Coverage Extension
Personal Effects	\$500 Per "Accident"
Airbag Coverage	Coverage Extension
Expanded Audio, Visual, And Data Electronic Equipment Coverage	Coverage Extension
Comprehensive Deductible - Location Tracking Device	Coverage Extension
Physical Damage Limit Of Insurance	Coverage Extension

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DESCRIPTION	
AMENDMENTS TO SECTION IV - BUSINESS AUTO CONDITIONS	
Duties In The Event Of Accident, Claim, Suit Or Loss	Coverage Extension
Waiver of Subrogation	Coverage Extension
Multiple Deductibles	Coverage Extension
Concealment, Misrepresentation Or Fraud	Coverage Extension
Policy Period, Coverage Territory	Coverage Extension
Two Or More Coverage Forms Or Policies Issued By Us - Deductibles	Coverage Extension
AMENDMENTS TO SECTION V - DEFINITIONS	
Bodily Injury Including Mental Anguish (Not Applicable in New York)	Broadened Definition
Coverage Territory	Broadened Definition

ElitePac®
Commercial Automobile Extension

COMMERCIAL AUTO
CA 78 09 11 17

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Business Auto Coverage Form apply unless modified by the endorsement.

AMENDMENTS TO SECTION II - LIABILITY COVERAGE

- A.** If this policy provides Auto Liability coverage for Owned Autos, the following extensions are applicable accordingly:

NEWLY ACQUIRED OR FORMED ORGANIZATIONS

The following is added to **SECTION II, A.1. - Who Is An Insured:**

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no similar insurance available to that organization. However:

1. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
2. Coverage does not apply to "bodily injury" or "property damage" resulting from an "accident" that occurred before you acquired or formed the organization.

No person or organization is an "insured" with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

EXPENSES FOR BAIL BONDS AND LOSS OF EARNINGS

Paragraphs (2) and (4) of **SECTION II, A.2.a. - Supplementary Payments** are deleted in their entirety and replaced with the following:

- (2) Up to the Limit of Insurance shown on the ElitePac Schedule for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" covered under this policy. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request. This includes actual loss of earnings because of time off from work, which we will pay up to the Limit of Insurance shown on the ElitePac Schedule.

EMPLOYEE INDEMNIFICATION AND EMPLOYER'S LIABILITY AMENDMENT

The following is added to **SECTION II, B.4. - Exclusions:**

This exclusion does not apply to a "volunteer worker" who is not entitled to workers compensation, disability or unemployment compensation benefits.

FELLOW EMPLOYEE COVERAGE

The **Fellow Employee** Exclusion, **SECTION II, B.5. -** is deleted in its entirety.

CARE, CUSTODY OR CONTROL AMENDMENT

The following is added to **SECTION II, B.6. - Exclusions:**

This exclusion does not apply to property owned by anyone other than an "insured", subject to the following:

1. The most we will pay under this exception for any one "accident" is the Limit of Insurance stated in the ElitePac Schedule; and
2. A per "accident" deductible as stated in the ElitePac Schedule applies to this exception.

- B.** If this policy provides Auto Liability coverage for Owned Autos or Non-Owned Autos, the following extension is applicable accordingly:

LIMITED LIABILITY COMPANIES

The following is added to **SECTION II, A.1. - Who Is An Insured:**

If you are a limited liability company, your members and managers are "insureds" while using a covered "auto" you don't own, hire or borrow during the course of their duties for you.

BLANKET ADDITIONAL INSUREDS - As Required By Contract

The following is added to **SECTION II, A.1. - Who Is An Insured:**



Any person or organization whom you have agreed in a written contract, written agreement or written permit that such person or organization be added as an additional "insured" on your policy. Such person or organization is an additional "insured" only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by your ownership, maintenance or use of a covered "auto". This coverage shall be primary and non-contributory with respect to the additional "insured". This provision only applies if:

1. It is required in the written contract, written agreement or written permit identified in this section;
2. It is permitted by law; and
3. The written contract or written agreement has been executed (executed means signed by a named insured) or written permit issued prior to the "bodily injury" or "property damage".

C. If this policy provides Auto Liability coverage for Non-Owned Autos, the following extension is applicable accordingly:

EMPLOYEES AS INSURED

If this policy provides Auto Liability coverage for Non-Owned Autos, the following is added to **SECTION II, A.1. - Who Is An Insured:**

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name with your permission, while performing duties related to the conduct of your business.

AMENDMENTS TO SECTION III - PHYSICAL DAMAGE COVERAGE

If this policy provides Comprehensive, Specified Causes of Loss or Collision coverage, the following extensions are applicable for those "autos" for which Comprehensive, Specified Causes of Loss or Collision coverage is purchased:

TOWING AND LABOR

SECTION III, A.2. - Towing is deleted in its entirety and replaced with the following:

We will pay all reasonable towing and labor costs up to the maximum Limit of Insurance shown on the ElitePac Schedule per tow each time a covered "Private Passenger Auto", "Social Service Van or Bus" or "Light Truck" is disabled and up to the maximum Limit of Insurance per tow each time a covered "Medium Truck", "Heavy Truck" or "Extra Heavy Truck" is disabled.

For labor charges to be eligible for reimbursement the labor must be performed at the place of disablement.

This coverage extension does not apply to Emergency Services Organizations and Governmental Entities.

GLASS BREAKAGE DEDUCTIBLE

The following is added to **SECTION III, A.3. - Glass Breakage - Hitting A Bird Or Animal - Falling Objects or Missiles:**

If damaged glass is repaired rather than replaced, no deductible will apply for such repair. This extension does not apply to Emergency Services Organizations and Governmental Entities.

ADDITIONAL TRANSPORTATION EXPENSES SECTION III, A.4.a. - Transportation Expenses is deleted in its entirety and replaced with the following:

We will pay up to the maximum Limit of Insurance shown on the ElitePac Schedule for temporary transportation expenses that you incur because of any "loss" to a covered "auto", but only if the covered "auto" carries the coverages and meets the requirements described in **1.** or **2.** below:

1. We will pay temporary transportation expenses for total theft of a covered "auto". We will only pay for such expenses incurred during the period beginning 24 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".
2. For "loss" other than total theft of a covered "auto" under Comprehensive or Specified Causes of Loss Coverage, or for any "loss" under Collision Coverage to a covered "auto", we will only pay for those temporary transportation expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the number of days reasonably required to repair or replace the covered "auto" or 30 days.

Paragraph **2.** of this extension does not apply while there are spare or reserve "autos" available to you for your operations.

This coverage extension does not apply to Emergency Services Organizations and Governmental Entities.

HIRED AUTO PHYSICAL DAMAGE COVERAGE

The following is added to **SECTION III, A.4. - Coverage Extensions:**

Physical Damage coverage is hereby extended to apply to Physical Damage "loss" to "autos" leased, hired, rented or borrowed without a driver. We will provide coverage equal to the broadest coverage available to any covered "auto" shown in the Declarations. But, the most we will pay for "loss" to each "auto" under this coverage extension is the lesser of:

1. The Limit of Insurance stated in the ElitePac Schedule; or
2. The actual cash value of the damaged or stolen property as of the time of the "loss"; or
3. The actual cost of repairing or replacing the damaged or stolen property with other property of like kind and quality. A part is of like kind and quality when it is of equal or better condition than the pre-accident part. We will use the original equipment from the manufacturer when:
 - (a) The operational safety of the vehicle might otherwise be impaired;
 - (b) Reasonable and diligent efforts to locate the appropriate rebuilt, aftermarket or used part have been unsuccessful; or
 - (c) A new original equipment part of like kind and quality is available and will result in the lowest overall repair cost.

For each leased, hired, rented or borrowed "auto" our obligation to pay "losses" will be reduced by a deductible equal to the highest deductible applicable to any owned "auto" for that coverage. No deductible will be applied to "losses" caused by fire or lightning.

SECTION IV, B.5. Other Insurance Condition, Paragraph 5.b. is deleted in its entirety and replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

1. Any covered "auto" you lease, hire, rent, or borrow; and
2. Any covered "auto" hired or rented by your "employee" under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

This coverage extension does not apply to Emergency Services Organizations and Governmental Entities.

HIRED AUTO LOSS OF USE COVERAGE

The following is added to **SECTION III, A.4. - Coverage Extensions:**

We will pay expenses for which you are legally responsible to pay up to the Limit of Insurance shown on the ElitePac Schedule per "accident" for loss of use of a leased, hired, rented or borrowed "auto" if it results from an "accident".

This coverage extension does not apply to Emergency Services Organizations, Governmental Entities, and Schools.

AUTO LOAN/LEASE GAP COVERAGE (Not Applicable in New York)

The following is added to **SECTION III, A.4. - Coverage Extensions:**

In the event of a total "loss" to a covered "auto" we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

1. The amount paid under the Physical Damage Coverage Section of the policy; and
2. Any:
 - a. Overdue lease/loan payments at the time of "loss";
 - b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear, high mileage or similar charges;
 - c. Security deposits not refunded by the lessor or financial institution;
 - d. Costs for extended warranties, credit life, health, accident, or disability insurance purchased with the loan or lease; and
 - e. Carry-over balances from previous leases or loans.

You are responsible for the deductible applicable to the "loss" for the covered "auto".

PERSONAL EFFECTS

The following is added to **SECTION III, A.4. - Coverage Extensions:**

If this policy provides Comprehensive Coverage for a covered "auto" you own and that covered "auto" is stolen, we will pay up to the Limit of Insurance shown on the ElitePac Schedule, without application of a deductible, for lost personal effects that were in the covered "auto" at the time of theft. Personal effects do not include jewelry, tools, money, or securities. This coverage is excess over any other collectible insurance.

AIRBAG COVERAGE

The following is added to **SECTION III, B.3.a. - Exclusions:**

Mechanical breakdown does not include the accidental discharge of an airbag.

This coverage extension does not apply to Emergency Services Organizations and Governmental Entities.

EXPANDED AUDIO, VISUAL, AND DATA ELECTRONIC EQUIPMENT COVERAGE

SECTION III, B.4. - Exclusions

This exclusion does not apply to the following:

1. Global positioning systems;
2. "Telematic devices"; or
3. Electronic equipment that reproduces, receives or transmits visual or data signals and accessories used with such equipment, provided such equipment is:



- a. Permanently installed in or upon the covered "auto" at the time of the "loss";
- b. Removable from a housing unit that is permanently installed in the covered "auto" at the time of the "loss";
- c. Designed to be solely operated by use of power from the "auto's" electrical system; or
- d. Designed to be used solely in or upon the covered "auto".

For each covered "loss" to such equipment, a deductible of \$50 shall apply, unless the deductible otherwise applicable to such equipment is less than \$50, at which point the lower deductible, if any, will apply.

COMPREHENSIVE DEDUCTIBLE - LOCATION TRACKING DEVICE

The following is added to **SECTION III, D. - Deductible:**

Any Comprehensive Coverage Deductible shown in the Declarations will be reduced by 50% for any "loss" caused by theft if the covered "auto" is equipped with a location tracking device and that device was the sole method used to recover the "auto".

PHYSICAL DAMAGE LIMIT OF INSURANCE

SECTION III, C. - Limit Of Insurance is deleted in its entirety and replaced with the following:

The most we will pay for a "loss" in any one "accident" is the lesser of:

1. The actual cash value of the damaged or stolen property as of the time of the "loss"; or
2. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

This coverage extension does not apply to Emergency Services Organizations and Governmental Entities.

AMENDMENTS TO SECTION IV - BUSINESS AUTO CONDITIONS

DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

The following is added to **SECTION IV, A.2.a. - Duties In The Event Of Accident, Claim, Suit Or Loss:**

The notice requirements for reporting "accident" claim, "suit" or "loss" information to us, including provisions related to the subsequent investigation of such "accident", claim, "suit" or "loss" do not apply until the "accident", claim, "suit" or "loss" is known to:

1. You, if you are an individual;
2. A partner, if you are a partnership;

3. An executive officer or insurance manager, if you are a corporation;
4. Your members, managers or insurance manager, if you are a limited liability company;
5. Your elected or appointed officials, trustees, board members or your insurance manager, if you are an organization other than a partnership, joint venture or limited liability company.

But, this section does not amend the provisions relating to notification of police or protection or examination of the property that was subject to the "loss".

WAIVER OF SUBROGATION

SECTION IV, A.5. - Transfer Of Rights Of Recovery Against Others To Us is deleted in its entirety and replaced with the following:

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury" or "property damage" resulting from the ownership, maintenance or use of a covered "auto" but only when you have assumed liability for such "bodily injury" or "property damage" in an "insured contract". In all other circumstances, if a person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us.

MULTIPLE DEDUCTIBLES

The following is added to **SECTION IV, A. - Loss Conditions:**

If a "loss" from one event involves two or more covered "autos" and coverage under Comprehensive or Specified Causes of Loss applies, only the highest applicable deductible will be applied.

CONCEALMENT, MISREPRESENTATION OR FRAUD

The following is added to **SECTION IV, B.2. - Concealment, Misrepresentation Or Fraud:**

If you should unintentionally fail to disclose any existing hazards in your representations to us prior to the inception date of the policy or during the policy period in connection with any newly discovered hazards, we will not deny coverage under this Coverage Form based upon such failure.

POLICY PERIOD, COVERAGE TERRITORY

SECTION IV, B.7. - Policy Period, Coverage Territory is deleted in its entirety and replaced with the following:

Under this Coverage Form, we cover "accidents" and "losses" occurring:

- a. During the policy period shown in the Declarations; and
- b. Within the "Coverage Territory".

We also cover "loss" to or "accidents" involving a covered "auto" while being transported between any of these places.

TWO OR MORE COVERAGE FORMS OR POLICIES ISSUED BY US - DEDUCTIBLES

The following is added to **SECTION IV, B.8. - Two Or More Coverage Forms Or Policies Issued By Us:**

If a "loss" covered under this Coverage Form also involves a "loss" to other property resulting from the same "accident" that is covered under this policy or another policy issued by us or any member company of ours, only the highest applicable deductible will be applied.

AMENDMENTS TO SECTION V - DEFINITIONS

BODILY INJURY INCLUDING MENTAL ANGUISH (Not Applicable in New York)

The definition of bodily injury is deleted in its entirety and replaced by the following:

"Bodily injury" means bodily injury, sickness, or disease sustained by a person, including death resulting from any of these. "Bodily injury" includes mental anguish resulting from bodily injury, sickness or disease sustained by a person.

ADDITIONS TO SECTION V - DEFINITIONS

COVERAGE TERRITORY

"Coverage Territory" means:

1. The United States of America (including its territories and possessions), Canada and Puerto Rico; and
2. Anywhere in the world, except for any country or jurisdiction that is subject to trade or other economic sanction or embargo by the United States of America, if a covered "auto" is leased, hired, rented, or borrowed without a driver for a period of 30 days or less, and the insured's responsibility to pay "damages" is determined in a "suit" on the merits in and under the substantive law of the United States of America (including its territories and possessions), Puerto Rico, or Canada, or in a settlement we agree to.

If we are prevented by law, or otherwise, from defending the "insured" in a "suit" brought in a location described in Paragraph 2. above, the insured will conduct a defense of that "suit". We will reimburse the "insured" for the reasonable and necessary expenses incurred for the defense of any such "suit" seeking damages to which this insurance applies, and that we would have paid had we been able to exercise our right and duty to defend.

EXTRA HEAVY TRUCK

"Extra Heavy Truck" means a truck with a gross vehicle weight rating of 45,001 pounds or more.

HEAVY TRUCK

"Heavy Truck" means a truck with a gross vehicle weight rating of 20,001 pounds to 45,000 pounds.

LIGHT TRUCK

"Light Truck" means a truck with a gross vehicle weight rating of 10,000 pounds or less.

MEDIUM TRUCK

"Medium Truck" means a truck with a gross vehicle weight rating of 10,001 pounds to 20,000 pounds.

PRIVATE PASSENGER AUTO

"Private Passenger Auto" means a four-wheel "auto" of the private passenger or station wagon type. A pickup, panel truck or van not used for business is included within the definition of a "private passenger auto".

SOCIAL SERVICE VAN OR BUS

"Social Service Van or Bus" means a van or bus used by a government entity, civic, charitable or social service organization to provide transportation to clients incidental to the social services sponsored by the organization, including special trips and outings.

TELEMATIC DEVICE

"Telematic Device" includes devices designed for the collection and dissemination of data for the purpose of monitoring vehicle and/or driver performance. This includes Global Positioning System technology, wireless safety communications and automatic driving assistance systems, all integrated with computers and mobile communications technology in automotive navigation systems.

VOLUNTEER WORKER

"Volunteer worker" means a person who performs business duties for you, for no financial or other compensation.



**EARLIER NOTICE OF CANCELLATION
PROVIDED BY US**

POLICY NUMBER: S 2405322

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART

SCHEDULE

Number of Day's Notice 30

(If no entry appears above, information required to complete this Schedule will be shown in the Declarations as applicable to this endorsement.)

For any statutorily permitted reason other than non-payment of premium, the number of days required for notice of cancellation, as provided in paragraph b. of either the CANCELLATION Condition (Section IV -

Conditions) or as amended by an applicable state cancellation endorsement, is increased to the number of days shown in the Schedule above.

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INSURED'S COPY

DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

POLICY NUMBER: S 2405322

COMMERCIAL GENERAL LIABILITY
CG 25 03 05 09

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Project(s):

ALL CONSTRUCTION PROJECTS OF YOURS AND LOCATIONS AT WHICH YOU ARE PERFORMING SERVICE WORK FOR WHICH COVERAGE IS PROVIDED UNDER THIS POLICY.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I — Coverage A, and for all medical expenses caused by accidents under Section I — Coverage C, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage C regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
 3. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
- 4.** The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.
- B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I — Coverage A, and for all medical expenses caused by accidents under Section I — Coverage C, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
 2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.
- C.** When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/31/2019

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

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

PRODUCER
J Smith Lanier & Co Lexington
PO Box 2030
360 East Vine Street, Ste 200
Lexington, KY 40588

CONTACT NAME: Karen Marshall
PHONE (A/C, No, Ext): 859-244-7687 **FAX (A/C, No):** 859-254-8020
E-MAIL ADDRESS: kmarshall@jsmithlanier.com

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Selective Insurance Company		12572
INSURER B : KY Assoc. General Contractors		
INSURER C : Tokio Marine Spec In		23850
INSURER D :		
INSURER E :		
INSURER F :		

INSURED
Herrick Company, Inc.
2176 Waddy Road
Lawrenceburg, KY 40342-9440

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL/SUBR		POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
		INSR	WVD					
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> PD Ded:500 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			S2405322	10/11/2019	10/11/2020	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$500,000
							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
								\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> Drive Oth Car <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			S2405322	10/11/2019	10/11/2020	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 \$0			S2405322	10/11/2019	10/11/2020	EACH OCCURRENCE	\$10,000,000
							AGGREGATE	\$10,000,000
								\$
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N	N / A	007033	01/01/2020	01/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$4,000,000
							E.L. DISEASE - EA EMPLOYEE	\$4,000,000
							E.L. DISEASE - POLICY LIMIT	\$4,000,000
A	Builders Risk			S2405322	10/11/2019	10/11/2020	3,000,000 / \$2,500 ded	
C	Pollution Li			PPK1875121	09/05/2018	09/05/2020	2000000/60000000 5000ded	
A	Rented/Leased Eq			S2405322	10/11/2019	10/11/2020	30,000 / \$500 ded	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project: Town Branch Secondary Digester Improvements Bid No. 113-2019 Bid Amount: \$1,499,350

The Lexington-Fayette Urban County Government and Strand Associates, Inc. are included as additional insured when required by written contract but only with respects to the auto liability and general liability insurance including ongoing operations per CG2010 and products and completed operations hazard (See Attached Descriptions)

CERTIFICATE HOLDER	CANCELLATION
Strand Associates, Inc. 325 West Main Street Suite 710 Louisville, KY 40202	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

DESCRIPTIONS (Continued from Page 1)

per CG2037 and subject to the provisions and limitations of the policy. The auto liability and general liability are written on a primary and non-contributory basis when required by written contract, subject to the provisions and limitations of the policy. The Umbrella policy is on a following form basis over the insuring conditions of the underlying scheduled Liability policies. 30 day Notice of Cancellation with respect to General Liability, Auto Liability and Umbrella Liability applies per form CG 28 04 10 93. LFUCG and Strand Associates, Inc. are included as loss payee with respect to their interest in the Builder's Risk coverage and subject to the provisions and limitations of the policy.

ADDITIONAL INSURED — OWNERS, LESSEES OR CONTRACTORS — SCHEDULED PERSON OR ORGANIZATION

POLICY NUMBER: S 2405322

COMMERCIAL GENERAL LIABILITY
CG 20 10 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

**Name Of Additional Insured Person(s)
Or Organization(s):**

STRAND ASSOCIATES INC
325 W MAIN ST
STE 710
LOUISVILLE, KY 40202

Location(s) Of Covered Operations

PROJECT: TOWN BRANCH SECONDARY DIGESTER
IMPROVEMENTS, BID NO. 113-2019
(LEXINGTON FAYETTE URBAN COUNTY
GOVERNMENT)

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II — Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

ADDITIONAL INSURED — OWNERS, LESSEES OR CONTRACTORS — COMPLETED OPERATIONS

POLICY NUMBER: 8 2405322

COMMERCIAL GENERAL LIABILITY
CG 20 37 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
STRAND ASSOCIATES INC 325 W MAIN ST STE 710 LOUISVILLE, KY 40202	PROJECT: TOWN BRANCH SECONDARY DIGESTER IMPROVEMENTS, BID NO. 113-2019 (LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT)

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II — Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

ElitePac®
Commercial Automobile Extension

COMMERCIAL AUTO
CA 78 16 11 17

SCHEDULE OF COVERAGE EXTENSIONS AND LIMITS OF INSURANCE

This ElitePac Schedule is a summary of additional coverages, coverage modifications and corresponding Limits of Insurance that supplements the Business Auto Coverage Form. No coverage is provided by this summary. Refer to the actual endorsement for changes affecting your insurance protection.

DESCRIPTION	
AMENDMENTS TO SECTION II - LIABILITY COVERAGE	
Newly Acquired Or Formed Organizations	Coverage Extension
Limited Liability Companies	Coverage Extension
Employees As Insureds	Coverage Extension
Blanket Additional Insureds	Coverage Extension
Expenses For Bail Bonds And Loss Of Earnings	
Ball Bonds	\$3,000 Per "Accident"
Loss Of Earnings	\$1,000 Per Day
Employee Indemnification and Employer's Liability Amendment	Coverage Extension
Fellow Employee Coverage	Coverage Extension
Care, Custody Or Control Amendment	\$1,000 per "Accident"; \$500 Deductible Per "Accident"
AMENDMENTS TO SECTION III - PHYSICAL DAMAGE COVERAGE	
Towing And Labor	Coverage Extension
Private Passenger Auto, Social Service Van or Bus, Light Truck Medium, Heavy and Extra Heavy Trucks	\$75 Per Tow \$150 Per Tow
Glass Breakage Deductible	Coverage Extension
Additional Transportation Expenses	\$60 per day up to a maximum of \$1,800
Hired Auto Physical Damage Coverage	\$75,000 per "loss"
Hired Auto Loss of Use Coverage	\$750 Per "Accident"
Auto Loan/Lease Gap Coverage (Not Available in New York)	Coverage Extension
Personal Effects	\$500 Per "Accident"
Airbag Coverage	Coverage Extension
Expanded Audio, Visual, And Data Electronic Equipment Coverage	Coverage Extension
Comprehensive Deductible - Location Tracking Device	Coverage Extension
Physical Damage Limit Of Insurance	Coverage Extension

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DESCRIPTION	
AMENDMENTS TO SECTION IV - BUSINESS AUTO CONDITIONS	
Duties In The Event Of Accident, Claim, Suit Or Loss	Coverage Extension
Waiver of Subrogation	Coverage Extension
Multiple Deductibles	Coverage Extension
Concealment, Misrepresentation Or Fraud	Coverage Extension
Policy Period, Coverage Territory	Coverage Extension
Two Or More Coverage Forms Or Policies Issued By Us - Deductibles	Coverage Extension
AMENDMENTS TO SECTION V - DEFINITIONS	
Bodily Injury Including Mental Anguish (Not Applicable in New York)	Broadened Definition
Coverage Territory	Broadened Definition

ElitePac®
Commercial Automobile Extension

COMMERCIAL AUTO
CA 78 09 11 17

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Business Auto Coverage Form apply unless modified by the endorsement.

AMENDMENTS TO SECTION II - LIABILITY COVERAGE

- A. If this policy provides Auto Liability coverage for Owned Autos, the following extensions are applicable accordingly:

NEWLY ACQUIRED OR FORMED ORGANIZATIONS

The following is added to **SECTION II, A.1. - Who Is An Insured:**

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no similar insurance available to that organization. However:

1. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
2. Coverage does not apply to "bodily injury" or "property damage" resulting from an "accident" that occurred before you acquired or formed the organization.

No person or organization is an "insured" with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

EXPENSES FOR BAIL BONDS AND LOSS OF EARNINGS

Paragraphs (2) and (4) of **SECTION II, A.2.a. - Supplementary Payments** are deleted in their entirety and replaced with the following:

- (2) Up to the Limit of Insurance shown on the ElitePac Schedule for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" covered under this policy. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request. This includes actual loss of earnings because of time off from work, which we will pay up to the Limit of Insurance shown on the ElitePac Schedule.

EMPLOYEE INDEMNIFICATION AND EMPLOYER'S LIABILITY AMENDMENT

The following is added to **SECTION II, B.4. - Exclusions:**

This exclusion does not apply to a "volunteer worker" who is not entitled to workers compensation, disability or unemployment compensation benefits.

FELLOW EMPLOYEE COVERAGE

The **Fellow Employee** Exclusion, **SECTION II, B.5. -** is deleted in its entirety.

CARE, CUSTODY OR CONTROL AMENDMENT

The following is added to **SECTION II, B.6. - Exclusions:**

This exclusion does not apply to property owned by anyone other than an "insured", subject to the following:

1. The most we will pay under this exception for any one "accident" is the Limit of Insurance stated in the ElitePac Schedule; and
2. A per "accident" deductible as stated in the ElitePac Schedule applies to this exception.

- B. If this policy provides Auto Liability coverage for Owned Autos or Non-Owned Autos, the following extension is applicable accordingly:

LIMITED LIABILITY COMPANIES

The following is added to **SECTION II, A.1. - Who Is An Insured:**

If you are a limited liability company, your members and managers are "insureds" while using a covered "auto" you don't own, hire or borrow during the course of their duties for you.

BLANKET ADDITIONAL INSUREDS - As Required By Contract

The following is added to **SECTION II, A.1. - Who Is An Insured:**



Any person or organization whom you have agreed in a written contract, written agreement or written permit that such person or organization be added as an additional "insured" on your policy. Such person or organization is an additional "insured" only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by your ownership, maintenance or use of a covered "auto". This coverage shall be primary and non-contributory with respect to the additional "insured". This provision only applies if:

1. It is required in the written contract, written agreement or written permit identified in this section;
2. It is permitted by law; and
3. The written contract or written agreement has been executed (executed means signed by a named insured) or written permit issued prior to the "bodily injury" or "property damage".

C. If this policy provides Auto Liability coverage for Non-Owned Autos, the following extension is applicable accordingly:

EMPLOYEES AS INSURED

If this policy provides Auto Liability coverage for Non-Owned Autos, the following is added to **SECTION II, A.1. - Who Is An Insured:**

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name with your permission, while performing duties related to the conduct of your business.

AMENDMENTS TO SECTION III - PHYSICAL DAMAGE COVERAGE

If this policy provides Comprehensive, Specified Causes of Loss or Collision coverage, the following extensions are applicable for those "autos" for which Comprehensive, Specified Causes of Loss or Collision coverage is purchased:

TOWING AND LABOR

SECTION III, A.2. - Towing is deleted in its entirety and replaced with the following:

We will pay all reasonable towing and labor costs up to the maximum Limit of Insurance shown on the ElitePac Schedule per tow each time a covered "Private Passenger Auto", "Social Service Van or Bus" or "Light Truck" is disabled and up to the maximum Limit of Insurance per tow each time a covered "Medium Truck", "Heavy Truck" or "Extra Heavy Truck" is disabled.

For labor charges to be eligible for reimbursement the labor must be performed at the place of disablement.

This coverage extension does not apply to Emergency Services Organizations and Governmental Entities.

GLASS BREAKAGE DEDUCTIBLE

The following is added to **SECTION III, A.3. - Glass Breakage - Hitting A Bird Or Animal - Falling Objects or Missiles:**

If damaged glass is repaired rather than replaced, no deductible will apply for such repair. This extension does not apply to Emergency Services Organizations and Governmental Entities.

ADDITIONAL TRANSPORTATION EXPENSES SECTION III, A.4.a. - Transportation Expenses is deleted in its entirety and replaced with the following:

We will pay up to the maximum Limit of Insurance shown on the ElitePac Schedule for temporary transportation expenses that you incur because of any "loss" to a covered "auto", but only if the covered "auto" carries the coverages and meets the requirements described in 1. or 2. below:

1. We will pay temporary transportation expenses for total theft of a covered "auto". We will only pay for such expenses incurred during the period beginning 24 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".
2. For "loss" other than total theft of a covered "auto" under Comprehensive or Specified Causes of Loss Coverage, or for any "loss" under Collision Coverage to a covered "auto", we will only pay for those temporary transportation expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the number of days reasonably required to repair or replace the covered "auto" or 30 days.

Paragraph 2. of this extension does not apply while there are spare or reserve "autos" available to you for your operations.

This coverage extension does not apply to Emergency Services Organizations and Governmental Entities.

HIRED AUTO PHYSICAL DAMAGE COVERAGE

The following is added to **SECTION III, A.4. - Coverage Extensions:**

Physical Damage coverage is hereby extended to apply to Physical Damage "loss" to "autos" leased, hired, rented or borrowed without a driver. We will provide coverage equal to the broadest coverage available to any covered "auto" shown in the Declarations. But, the most we will pay for "loss" to each "auto" under this coverage extension is the lesser of:

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1. The Limit of Insurance stated in the ElitePac Schedule; or
2. The actual cash value of the damaged or stolen property as of the time of the "loss"; or
3. The actual cost of repairing or replacing the damaged or stolen property with other property of like kind and quality. A part is of like kind and quality when it is of equal or better condition than the pre-accident part. We will use the original equipment from the manufacturer when:
 - (a) The operational safety of the vehicle might otherwise be impaired;
 - (b) Reasonable and diligent efforts to locate the appropriate rebuilt, aftermarket or used part have been unsuccessful; or
 - (c) A new original equipment part of like kind and quality is available and will result in the lowest overall repair cost.

For each leased, hired, rented or borrowed "auto" our obligation to pay "losses" will be reduced by a deductible equal to the highest deductible applicable to any owned "auto" for that coverage. No deductible will be applied to "losses" caused by fire or lightning.

SECTION IV, B.5. Other Insurance Condition, Paragraph 5.b. is deleted in its entirety and replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

1. Any covered "auto" you lease, hire, rent, or borrow; and
2. Any covered "auto" hired or rented by your "employee" under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

This coverage extension does not apply to Emergency Services Organizations and Governmental Entities.

HIRED AUTO LOSS OF USE COVERAGE

The following is added to **SECTION III, A.4. - Coverage Extensions:**

We will pay expenses for which you are legally responsible to pay up to the Limit of Insurance shown on the ElitePac Schedule per "accident" for loss of use of a leased, hired, rented or borrowed "auto" if it results from an "accident".

This coverage extension does not apply to Emergency Services Organizations, Governmental Entities, and Schools.

AUTO LOAN/LEASE GAP COVERAGE (Not Applicable in New York)

The following is added to **SECTION III, A.4. - Coverage Extensions:**

In the event of a total "loss" to a covered "auto" we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

1. The amount paid under the Physical Damage Coverage Section of the policy; and
2. Any:
 - a. Overdue lease/loan payments at the time of "loss";
 - b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear, high mileage or similar charges;
 - c. Security deposits not refunded by the lessor or financial institution;
 - d. Costs for extended warranties, credit life, health, accident, or disability insurance purchased with the loan or lease; and
 - e. Carry-over balances from previous leases or loans.

You are responsible for the deductible applicable to the "loss" for the covered "auto".

PERSONAL EFFECTS

The following is added to **SECTION III, A.4. - Coverage Extensions:**

If this policy provides Comprehensive Coverage for a covered "auto" you own and that covered "auto" is stolen, we will pay up to the Limit of Insurance shown on the ElitePac Schedule, without application of a deductible, for lost personal effects that were in the covered "auto" at the time of theft. Personal effects do not include jewelry, tools, money, or securities. This coverage is excess over any other collectible insurance.

AIRBAG COVERAGE

The following is added to **SECTION III, B.3.a. - Exclusions:**

Mechanical breakdown does not include the accidental discharge of an airbag.

This coverage extension does not apply to Emergency Services Organizations and Governmental Entities.

EXPANDED AUDIO, VISUAL, AND DATA ELECTRONIC EQUIPMENT COVERAGE

SECTION III, B.4. - Exclusions

This exclusion does not apply to the following:

1. Global positioning systems;
2. "Telematic devices"; or
3. Electronic equipment that reproduces, receives or transmits visual or data signals and accessories used with such equipment, provided such equipment is:

- a. Permanently installed in or upon the covered "auto" at the time of the "loss";
- b. Removable from a housing unit that is permanently installed in the covered "auto" at the time of the "loss";
- c. Designed to be solely operated by use of power from the "auto's" electrical system; or
- d. Designed to be used solely in or upon the covered "auto".

For each covered "loss" to such equipment, a deductible of \$50 shall apply, unless the deductible otherwise applicable to such equipment is less than \$50, at which point the lower deductible, if any, will apply.

COMPREHENSIVE DEDUCTIBLE - LOCATION TRACKING DEVICE

The following is added to **SECTION III, D. - Deductible:**

Any Comprehensive Coverage Deductible shown in the Declarations will be reduced by 50% for any "loss" caused by theft if the covered "auto" is equipped with a location tracking device and that device was the sole method used to recover the "auto".

PHYSICAL DAMAGE LIMIT OF INSURANCE

SECTION III, C. - Limit Of Insurance is deleted in its entirety and replaced with the following:

The most we will pay for a "loss" in any one "accident" is the lesser of:

1. The actual cash value of the damaged or stolen property as of the time of the "loss"; or
2. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

This coverage extension does not apply to Emergency Services Organizations and Governmental Entities.

AMENDMENTS TO SECTION IV - BUSINESS AUTO CONDITIONS

DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

The following is added to **SECTION IV, A.2.a. - Duties In The Event Of Accident, Claim, Suit Or Loss:**

The notice requirements for reporting "accident" claim, "suit" or "loss" information to us, including provisions related to the subsequent investigation of such "accident", claim, "suit" or "loss" do not apply until the "accident", claim, "suit" or "loss" is known to:

1. You, if you are an individual;
2. A partner, if you are a partnership;

3. An executive officer or insurance manager, if you are a corporation;
4. Your members, managers or insurance manager, if you are a limited liability company;
5. Your elected or appointed officials, trustees, board members or your insurance manager, if you are an organization other than a partnership, joint venture or limited liability company.

But, this section does not amend the provisions relating to notification of police or protection or examination of the property that was subject to the "loss".

WAIVER OF SUBROGATION

SECTION IV, A.5. - Transfer Of Rights Of Recovery Against Others To Us is deleted in its entirety and replaced with the following:

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury" or "property damage" resulting from the ownership, maintenance or use of a covered "auto" but only when you have assumed liability for such "bodily injury" or "property damage" in an "insured contract". In all other circumstances, if a person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us.

MULTIPLE DEDUCTIBLES

The following is added to **SECTION IV, A. - Loss Conditions:**

If a "loss" from one event involves two or more covered "autos" and coverage under Comprehensive or Specified Causes of Loss applies, only the highest applicable deductible will be applied.

CONCEALMENT, MISREPRESENTATION OR FRAUD

The following is added to **SECTION IV, B.2. - Concealment, Misrepresentation Or Fraud:**

If you should unintentionally fail to disclose any existing hazards in your representations to us prior to the inception date of the policy or during the policy period in connection with any newly discovered hazards, we will not deny coverage under this Coverage Form based upon such failure.

POLICY PERIOD, COVERAGE TERRITORY

SECTION IV, B.7. - Policy Period, Coverage Territory is deleted in its entirety and replaced with the following:

Under this Coverage Form, we cover "accidents" and "losses" occurring:

- a. During the policy period shown in the Declarations; and
- b. Within the "Coverage Territory".

We also cover "loss" to or "accidents" involving a covered "auto" while being transported between any of these places.

TWO OR MORE COVERAGE FORMS OR POLICIES ISSUED BY US - DEDUCTIBLES

The following is added to **SECTION IV, B.8. - Two Or More Coverage Forms Or Policies Issued By Us:**

If a "loss" covered under this Coverage Form also involves a "loss" to other property resulting from the same "accident" that is covered under this policy or another policy issued by us or any member company of ours, only the highest applicable deductible will be applied.

AMENDMENTS TO SECTION V - DEFINITIONS

BODILY INJURY INCLUDING MENTAL ANGUISH (Not Applicable in New York)

The definition of bodily injury is deleted in its entirety and replaced by the following:

"Bodily injury" means bodily injury, sickness, or disease sustained by a person, including death resulting from any of these. "Bodily injury" includes mental anguish resulting from bodily injury, sickness or disease sustained by a person.

ADDITIONS TO SECTION V - DEFINITIONS

COVERAGE TERRITORY

"Coverage Territory" means:

1. The United States of America (including its territories and possessions), Canada and Puerto Rico; and
2. Anywhere in the world, except for any country or jurisdiction that is subject to trade or other economic sanction or embargo by the United States of America, if a covered "auto" is leased, hired, rented, or borrowed without a driver for a period of 30 days or less, and the insured's responsibility to pay "damages" is determined in a "suit" on the merits in and under the substantive law of the United States of America (including its territories and possessions), Puerto Rico, or Canada, or in a settlement we agree to.

If we are prevented by law, or otherwise, from defending the "insured" in a "suit" brought in a location described in Paragraph 2. above, the insured will conduct a defense of that "suit". We will reimburse the "insured" for the reasonable and necessary expenses incurred for the defense of any such "suit" seeking damages to which this insurance applies, and that we would have paid had we been able to exercise our right and duty to defend.

EXTRA HEAVY TRUCK

"Extra Heavy Truck" means a truck with a gross vehicle weight rating of 45,001 pounds or more.

HEAVY TRUCK

"Heavy Truck" means a truck with a gross vehicle weight rating of 20,001 pounds to 45,000 pounds.

LIGHT TRUCK

"Light Truck" means a truck with a gross vehicle weight rating of 10,000 pounds or less.

MEDIUM TRUCK

"Medium Truck" means a truck with a gross vehicle weight rating of 10,001 pounds to 20,000 pounds.

PRIVATE PASSENGER AUTO

"Private Passenger Auto" means a four-wheel "auto" of the private passenger or station wagon type. A pickup, panel truck or van not used for business is included within the definition of a "private passenger auto".

SOCIAL SERVICE VAN OR BUS

"Social Service Van or Bus" means a van or bus used by a government entity, civic, charitable or social service organization to provide transportation to clients incidental to the social services sponsored by the organization, including special trips and outings.

TELEMATIC DEVICE

"Telematic Device" includes devices designed for the collection and dissemination of data for the purpose of monitoring vehicle and/or driver performance. This includes Global Positioning System technology, wireless safety communications and automatic driving assistance systems, all integrated with computers and mobile communications technology in automotive navigation systems.

VOLUNTEER WORKER

"Volunteer worker" means a person who performs business duties for you, for no financial or other compensation.

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**EARLIER NOTICE OF CANCELLATION
PROVIDED BY US**

POLICY NUMBER: S 2405322

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART

SCHEDULE

Number of Day's Notice 30

(If no entry appears above, information required to complete this Schedule will be shown in the Declarations as applicable to this endorsement.)

For any statutorily permitted reason other than non-payment of premium, the number of days required for notice of cancellation, as provided in paragraph b. of either the CANCELLATION Condition (Section IV -

Conditions) or as amended by an applicable state cancellation endorsement, is increased to the number of days shown in the Schedule above.

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DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

POLICY NUMBER: S 2405322

COMMERCIAL GENERAL LIABILITY
CG 25 03 05 09

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Project(s):

ALL CONSTRUCTION PROJECTS OF YOURS AND LOCATIONS AT WHICH YOU ARE PERFORMING SERVICE WORK FOR WHICH COVERAGE IS PROVIDED UNDER THIS POLICY.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I — Coverage A, and for all medical expenses caused by accidents under Section I — Coverage C, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage C regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
 3. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
 4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.
- B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I — Coverage A, and for all medical expenses caused by accidents under Section I — Coverage C, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
 2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.
- C.** When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.

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