

PART VI

CONTRACT AGREEMENT

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PART VI

CONTRACT AGREEMENT

THIS AGREEMENT, made on the _____ day of _____, 20____, by and between **Lexington-Fayette Urban County Government**, acting herein called "OWNER" and **Elaine Allen LLC**, doing business as a corporation located in the City of Lexington, County of Fayette, and State of Kentucky, hereinafter called "CONTRACTOR."

WITNESSETH: That the CONTRACTOR and the OWNER in consideration of eighty-nine thousand six hundred eighty-six Dollars and Ninety-four Cents (\$89,686.94) quoted in the proposal by the CONTRACTOR, dated February 13, 2025, 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, General Conditions, Special Conditions of the Contract, the Specifications, Contract Documents, and IonWave Q&A and Addenda, therefore as prepared by Albert + Associates Architecture for the Cadentown School Improvements project.

2. TIME OF COMPLETION

The time estimated and authorized by the OWNER for the proper execution of the Work by the Contract, in full, is hereby fixed as seventy-six (76) calendar days to substantial completion and an additional fourteen (14) calendar days to final completion date. The time shall begin in accordance with the Notice to Proceed provided by OWNER.

3. ISSUANCE OF WORK ORDERS

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

4. THE CONTRACT SUM

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

5. PROGRESS PAYMENTS

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

6. ACCEPTANCE AND FINAL PAYMENT

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

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

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

7. THE CONTRACT DOCUMENTS

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

8. EXTRA WORK

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

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

SPECIFICATIONS

**SECTION
NO.**

TITLE

I	Advertisement for Bids
II	Information for Bidders
III	Form of Proposal
IV	General Conditions
V	Special Conditions
VI	Contract Agreement
VII	Performance and Payment Bonds
VIII	Addenda
IX	Technical Specifications and Drawings

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

(Seal)


Lexington-Fayette Urban County Government.
Lexington, Kentucky

(Owner)

ATTEST:



Clerk of the Urban County Council

BY: 
MAYOR

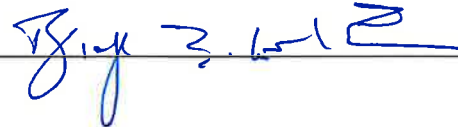

(Witness)


(Title)

(Seal)


(Contractor)

(Secretary)*

BY: 
owner


(Witness)

(Title)

1591 Winchester Rd Ste 103 40509
(Address and Zip Code)

IMPORTANT: *Strike out any non-applicable terms.

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

AIA Document A312™ – 2010

Performance Bond

Bond Number: GRKY68530

CONTRACTOR:

(Name, legal status and address)

Elaine Allen, LLC
1200 North Limestone
Lexington, KY 40505

SURETY:

(Name, legal status and principal place of business)

Granite Re, Inc.
14001 Quailbrook Dr
Oklahoma City, OK 73134

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.

AIA Document A312-2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

OWNER:

(Name, legal status and address)

LFUCG-Division of Central Purchasing
200 East Main Street, Third Floor, Rm 338
Lexington, KY 40507

CONSTRUCTION CONTRACT

Date:

Amount: \$89,686.94

Description:

(Name and location)

Cadentown School Improvements

BOND

Date:

(Not earlier than Construction Contract Date)

Amount: \$89,686.94

Modifications to this Bond: ☒ None ☐ See Section 16

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

Elaine Allen, LLC

Signature:

Name BISAOR C. CARRER
and Title: OWNER

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

SURETY

Company:

Granite Re, Inc.

Signature:

Name Melissa Propst
and Title: Attorney-in-Fact



(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

Houchens Insurance Group
1240 Fairway Street
Bowling Green, KY 42103

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

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

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

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

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

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

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

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

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

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

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

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

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

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

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

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

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

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

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

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

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

§ 14 Definitions

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

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

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

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

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

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

§ 16 Modifications to this bond are as follows:

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

CONTRACTOR AS PRINCIPAL

SURETY

Company: _____
(Corporate Seal)

Company: _____
(Corporate Seal)

Signature: _____
Name and Title: _____
Address: _____

Signature: _____
Name and Title: _____
Address: _____

Init.



AIA Document A312™ – 2010

Payment Bond

Bond Number: GRKY68530

CONTRACTOR:

(Name, legal status and address)

Elaine Allen, LLC
1200 North Limestone
Lexington, KY 40505

OWNER:

(Name, legal status and address)

LFUCG-Division of Central Purchasing
200 East Main Street, Third Floor, Rm 338
Lexington, KY 40507

CONSTRUCTION CONTRACT

Date:

Amount: \$89,686.94

Description:

(Name and location)

Cadentown School Improvements

BOND

Date:

(Not earlier than Construction Contract Date)

Amount: \$89,686.94

Modifications to this Bond: ☒ None ☐ See Section 18

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

Elaine Allen, LLC

Signature:

Name Bishop E. Carter
and Title: owner

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

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

Houchens Insurance Group
1240 Fairway Street
Bowling Green, KY 42103

SURETY

Company: (Corporate Seal)

Granite Re, Inc.

Signature:

Name Melissa Propst
and Title: Attorney-in-Fact

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.

AIA Document A312-2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

§ 16 Definitions

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

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

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

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

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

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

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

§ 18 Modifications to this bond are as follows:

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

CONTRACTOR AS PRINCIPAL

Company:

(Corporate Seal)

SURETY

Company:

(Corporate Seal)

Signature: _____

Name and Title: _____

Address: _____

Signature: _____

Name and Title: _____

Address: _____

GRANITE RE, INC.
GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of MINNESOTA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

STEVEN M. BAAS; BRIAN L. SEWELL; MELISSA PROPST; ADAM HARRIS; KENNY ALBERT; LAKALA CARTER its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:


To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

STEVEN M. BAAS; BRIAN L. SEWELL; MELISSA PROPST; ADAM HARRIS; KENNY ALBERT; LAKALA CARTER may lawfully do in the premises by virtue of these presents.

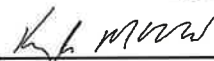
In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Assistant Secretary, this 3rd day of January, 2020.

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)





Kenneth D. Whittington, President



Kyle P. McDonald, Assistant Secretary

On this 3rd day of January, 2020, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Assistant Secretary of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Assistant Secretary, respectively, of the Company.

My Commission Expires:
April 21, 2027
Commission #: 11003620





Notary Public

GRANITE RE, INC.
Certificate

THE UNDERSIGNED, being the duly elected and acting Assistant Secretary of Granite Re, Inc., a Minnesota Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

"RESOLVED, that the President, any Vice President, the Assistant Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this _____ day of _____, 20____.





Kyle P. McDonald, Assistant Secretary

Cadentown School Improvements

705 Caden Lane
Lexington , Kentucky

LFUCG Bid #4-2025

Drawing Index	
Sheet Number	Sheet Name
1-Architecture	Cover
A0.0	School House Plans
A1.0	School House Elevations
A2.0	



GENERAL NOTES:
THE DRAWINGS, AS LISTED ON THIS SHEET, SHALL BE VIEWED AS A SET AND SHALL NOT BE SEPARATED INTO INDIVIDUAL COMPONENTS AND DRAWINGS. IT IS THE RESPONSIBILITY OF THE GENERAL CONTRACTOR AND THE SUB-CONTRACTORS TO COORDINATE THE DRAWINGS AND TRADES.

1. IT IS UNDERSTOOD AND AGREED THAT THIS CONTRACTOR HAS, BY CAREFUL EXAMINATION, SATISFIED HIMSELF AS TO THE NATURE AND LOCATION OF THE WORK, THE CHARACTER, QUALITY AND QUANTITY OF THE MATERIALS TO BE ENCOUNTERED, THE CHANGING AND VARYING CONDITIONS AND ALL OTHER FACTORS THAT MAY INFLUENCE THE WORK UNDER THIS CONTRACT. SUBMISSION OF A BID WILL BE CONSIDERED AS EVIDENCE THAT THE CONTRACTOR HAS VISITED THE SITE AND THOROUGHLY FAMILIARIZED HIMSELF WITH THE EXISTING CONDITIONS.

2. IN THE EVENT ANY DISCREPANCIES OR ERRORS ARE FOUND ON THESE DRAWINGS OR ANY CONFLICTS OR PROBLEMS ARE ENCOUNTERED DURING CONSTRUCTION, THE CONTRACTOR SHALL NOTIFY THE DESIGN PROFESSIONAL IMMEDIATELY UPON DISCOVERY OF THE DISCREPANCY. THE DESIGN PROFESSIONAL RESERVES THE RIGHT TO MAKE ADJUSTMENTS AS NECESSARY TO ACCOMPLISH THE INTENT OF THESE DRAWINGS.

3. ALL WORK SHALL CONFORM TO THE LATEST EDITION OF THE KENTUCKY BUILDING CODE, AS WELL AS ANY ORDINANCES, WITH DISABILITIES ACT AND ALL PERTINENT NATIONAL AND LOCAL CODES.

4. ALL DIMENSIONS (UNLESS OTHERWISE NOTED) ARE TO FACE OF WOOD STUD AND/OR CONCRETE AND CONCRETE.

5. DO NOT "SCALE" THESE DRAWINGS. IF QUESTIONS ARISE CONCERNING DIMENSIONS THE CONTRACTOR SHALL CONTACT THE ARCHITECT.

6. THE CONTRACTOR SHALL OBTAIN AND/OR VERIFY NECESSARY DIMENSIONS FOR ALL ITEMS AND CONSTRUCTION WHICH ARE PART OF THE WORK OR WHICH MAY AFFECT THE WORK, INCLUDING VERIFICATION OF DIMENSIONS AFFECTING FABRICATION AND/OR INSTALLATION OF FABRICATED ITEMS.

7. ALL FINISHES AND COLOR SELECTIONS SHALL BE SELECTED AND COORDINATED WITH THE BUILDING OWNER AND/OR TENANT.

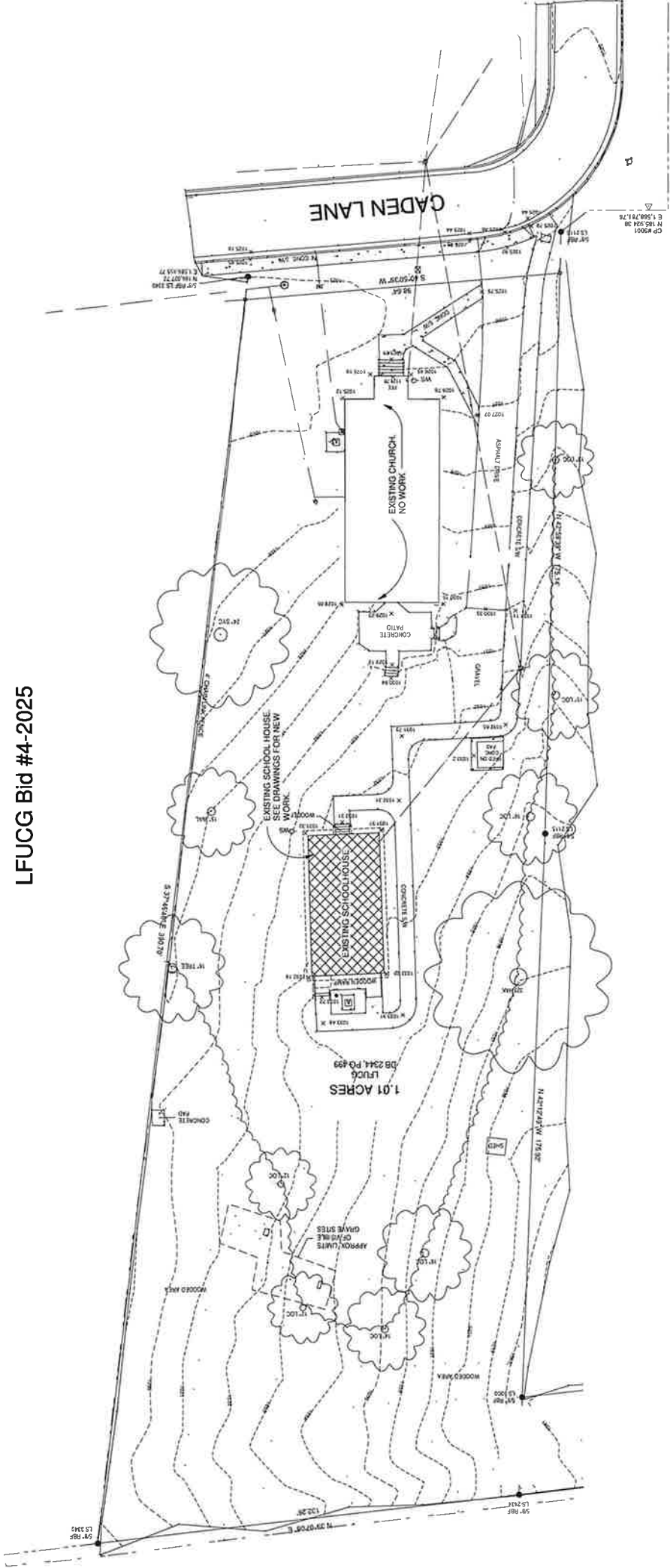
8. PROVIDE ELASTOMERIC JOINT SEALANTS THAT ESTABLISH AND MAINTAIN WATERBIGHT AND ARTIST JOINT CONTINUOUS JOINT SEALS WITHOUT STAINING OR DETERIORATING JOINT SUBSTRATES. PROVIDE AN EXPERIENCED INSTALLER WHO HAS SPECIALIZED IN INSTALLING JOINT SEALANTS SIMILAR IN MATERIAL, DESIGN AND FINISH TO THE JOINTS TO BE SEALED. THE CONTRACTOR SHALL MAINTAIN A RECORD OF ALL JOINT SEALANT INSTALLATIONS WITH A RECORD OF SUCCESSFUL IN-SERVICE PERFORMANCE.

9.1. HAVE A QUALIFIED TERMITE INSPECTOR COMPANY INSPECT AND PROVIDE TERMITE PROTECTION TOWARD THE INSPECTION REPORT TO THE OWNER.

01. PAINT ALL EXISTING EXTERIOR SURFACES INCLUDING CLAPBOARD, TRIM, BEAUDED BOARD, WINDOW AND DOOR SASH & TRIM, PAINTER TALS, UNPICKED SIDING, ETC. WITH AN EXTERIOR GRAHSE. PAINT COLOES SHALL BE SELECTED BY THE OWNER BEFORE THE INSTALLATION OF PAINT. CLEANING, LIGHT SCRAPING AND HAND SANDING MAY BE UNDERTAKEN TO ENSURE A COMPLETE AND THOROUGH PROJECT.

11. SANDBLASTING, PRESSURE WASHING AND THE USE OF A BLOW TORCH IS NOT ACCEPTABLE.

12ZF. REMOVE ANY VEGETATION, DEBRIS (WOOD DEBRIS) AND BIRD NESTS FROM THE EXTERIOR AND INTERIOR OF BUILDING.





ALBERT + ASSOCIATES
ARCHITECTURE
118 Constitution Street Lexington, KY 859.252.0044
sma@albertarchitecture.com

School House Plans
Cadetown School Improvements
705 Caden Lane
Lexington, Kentucky

Drawn by	Reviewed by	Approved by
10/20/2025	10/20/2025	10/20/2025

2/08	10/20/2025	10/20/2025
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A1.0

HVAC NOTES:
EXISTING HEAT PUMP UNIT TO REMAIN. CONTRACTOR TO
REPAIR/REPLACE AS NEEDED. ALL REFRIGERANT PIPING
TO BE REPAIRED/REPLACED. CONTRACTOR TO
MAKE SURE THEY ARE IN GOOD WORKING
CONDITION. IF THERE ARE LEAKS, REPAIR AND CHARGE
THE UNIT AS NEEDED WITH REFRIGERANT. CONTRACTOR
TO MAKE SURE THE UNIT IS OPERATING CORRECTLY
AND REPORT TO MATCH REVERSING VALVE AND
REPORT CONDITION TO OWNER.

EXISTING AIR HANDLING UNIT WITH ELECTRIC BACKUP
HEAT TO REMAIN. CHECK THE UNIT TO ENSURE IT IS IN
GOOD WORKING CONDITION. LUBRICATE THE FAN
MOTOR. REPLACE ALL FILTERS WITH SIZE AND TYPE TO
MATCH EXISTING. CONTRACTOR TO MAKE SURE THE
UNIT IS OPERATING CORRECTLY AND REPORT TO
OWNER.

REPLACE EXISTING THERMOSTAT WITH NEW 7-DAY
DIGITAL THERMOSTAT. PROVIDE NEW CONTROL
WIRING FROM THE THERMOSTAT TO UNIT.
REPLACE EXISTING EXHAUST FAN WITH NEW EXHAUST
FAN WITH SIZE AND TYPE TO MATCH EXISTING.
COORDINATE WITH ELECTRICAL CONTRACTOR TO
RECONNECT POWER TO NEW EF.

IT SHALL BE THE RESPONSIBILITY OF ALL CONTRACTORS
TO MAKE SURE THE UNIT IS OPERATING CORRECTLY
AND REPORT TO MATCH REVERSING VALVE AND
REPORT CONDITION TO OWNER. IF THERE ARE
HANDSHIPS INVOLVED WITH THE SCOPE OF WORK, IT
SHALL BE ASSIGNED THAT SUCH A VISIT HAS BEEN MADE
WHEN A BID IS SUBMITTED.

CLEAN EXISTING DRAIN PAN IN ALL UNITS INCLUDING
CONDENSATE DRAIN PIPING THOROUGHLY FROM UNIT
TO DRAINAGE POINT. EITHER AT A FLOOR DRAIN OR
DRIP OUTSIDE TO GRADE.

CLEAN DUCTS.

CONTRACTOR UNDER THIS DIVISION IS RESPONSIBLE TO
REPAIR AND PATCH FLOORS, WALLS, CEILING AND ROOF
TO MATCH EXISTING CONDITION WHERE DEMOLITION
WORK HAS BEEN DONE. COORDINATE WITH GENERAL
CONTRACTOR.

ELECTRIC SPECIFICATIONS:

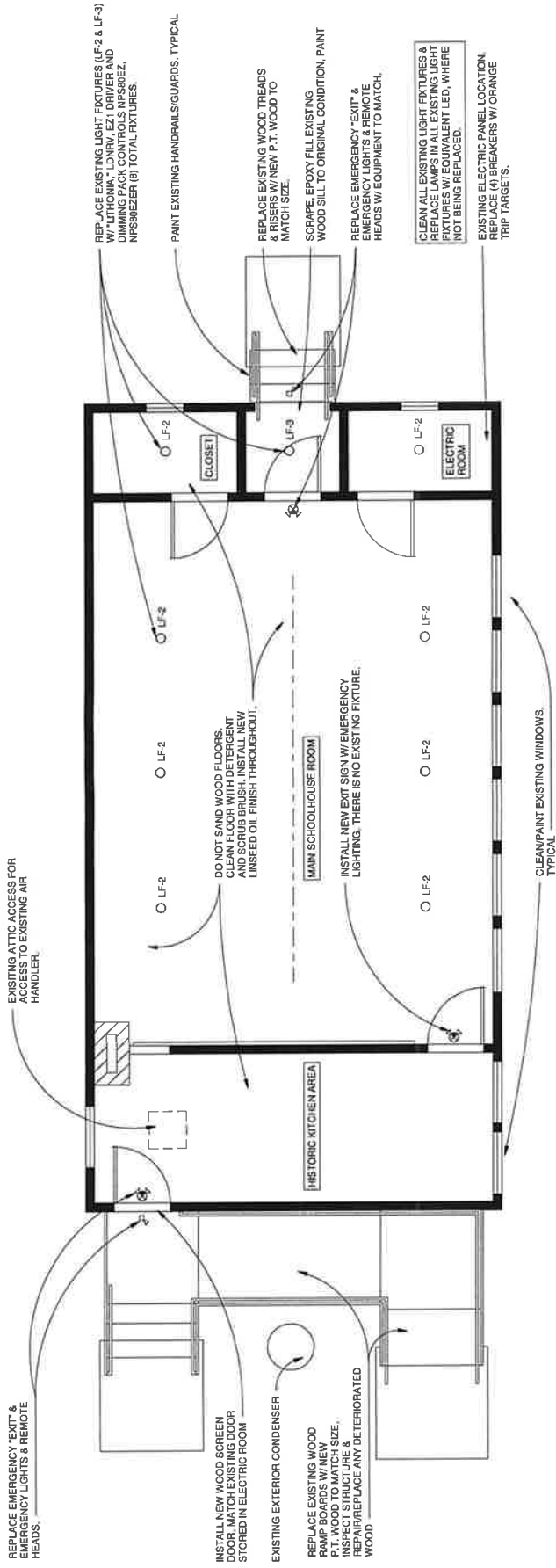
EMERGENCY/EXIT LIGHT LITHONIA UDOW-LED-R-HO-120

REMOTE HEAD: LITHONIA ERE-GY-SGL-WP-SQ-LED-M12

SINGLE REMOTE HEAD

REPLACE EXISTING LIGHT FIXTURES (LF-2 & LF-3)

W/ "LITHONIA" LONRV, E21 DRIVER AND DIMMING PACK
CONTROLS NPS80E2Z, NPS80E2Z (8) TOTAL FIXTURES.

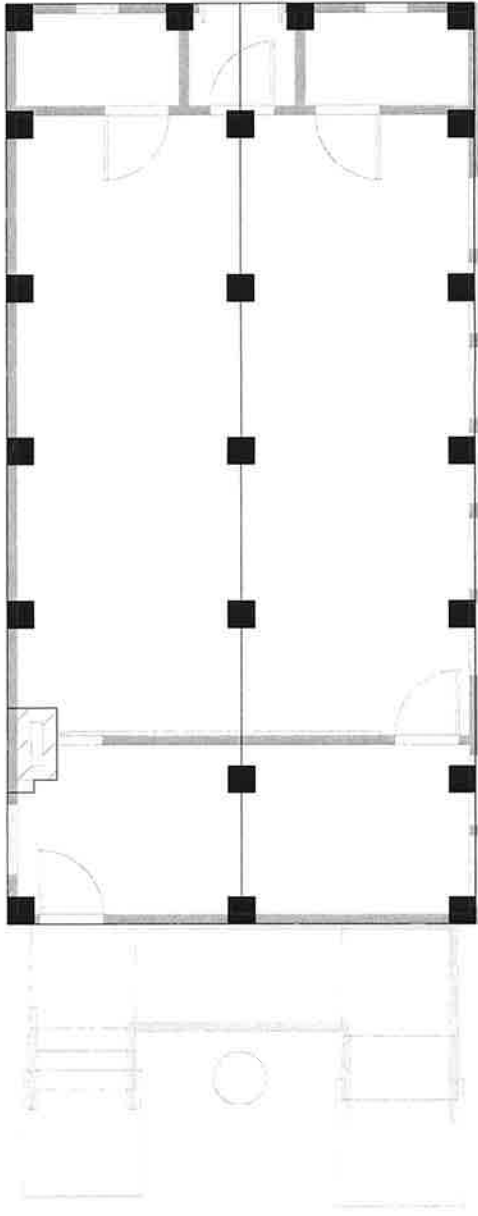


2 School House Floor Plan

1/4\"/>

REMOVE ANIMAL HABITATS BY
A QUALIFIED ANIMAL REMOVAL
EXPERT IN CRAWL SPACE. FILL
EXISTING EARTH HOLES.
REMOVE DEBRIS FROM CRAWL
SPACE. DISPOSE OF PROPERLY.

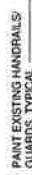
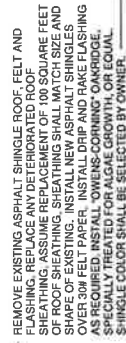
REPLACE LAMPS THROUGHOUT
CRAWL SPACE W/ LED LAMPS.
VERIFY WORKING ORDER.



1 School House Foundation/Crawl Space Plan

1/4\"/>

1





**CONTRACT DOCUMENTS
AND
SPECIFICATIONS**

DEPARTMENT OF GENERAL SERVICES

FOR

Cadentown School Improvements

Bid No. 4-2025

Prepared By: Albert + Associates Architecture

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PART 1
ADVERTISEMENT FOR BIDS

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2. DESCRIPTION OF WORK
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4. METHOD OF RECEIVING BIDS
5. METHOD OF AWARD
6. BID WITHDRAWAL
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8. SUBMISSION OF BIDS
9. RIGHT TO REJECT
10. NOTIFICATION TO THE LFUCG FOR AFFIRMATIVE ACTION
11. NOTICE CONCERNING MWDBE AND VETERAN GOALS – LFUCG
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PART 1

ADVERTISEMENT FOR BIDS

1. INVITATION

Sealed proposals for the **Cadentown School Improvements** will be received by the Lexington-Fayette Urban County Government (LFUCG) via Ion Wave until 2:00 p.m., local time, **February 13, 2025** for furnishing all labor and/or materials and performing all work as set forth by this advertisement, Ion Wave Q&A, conditions (general and special), specifications, and/or the drawings prepared by **Albert + Associates Architecture** for Lexington-Fayette Urban County Government. Immediately following the scheduled closing time for reception of bids, all proposals which have been submitted in accordance with the above will be opened electronically and a bid tab sheet will be available via Ion Wave.

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

2. DESCRIPTION OF WORK

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

Specs and drawings are available on Ion Wave only.

3. OBTAINING PLANS, SPECIFICATIONS, AND BID DOCUMENTS

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

4. METHOD OF RECEIVING BIDS

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

Bids/proposals should be submitted online via Ion Wave.

5. METHOD OF AWARD

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

6. BID WITHDRAWAL

No bidder may withdraw his bid for a period of ninety (90) calendar days after the closing date for receipt of bids. Errors and omissions will not be cause for withdrawal of bid without forfeit of bid bond.

7. BID SECURITY

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

8. SUBMISSION OF BIDS

CONTRACTORS shall submit their bids via Ion Wave not later than 2:00 p.m. local time, **February 13, 2025**. Bids will remain sealed until **February 13, 2025**, 2:00 pm, the official Bid closure time. Bids will not be received after the scheduled closing time for receipt of

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

9. RIGHT TO REJECT

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

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

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

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

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

11. NOTICE CONCERNING MWDBE and VETERAN OWNED SMALL BUSINESS GOALS

The Lexington-Fayette Urban County Government has a Certified Minority and Women Business Enterprise seventeen percent (17%) minimum goal including minimum subgoals of five percent (5%) for Minority Business Enterprises (MBE) and a subgoal of twelve percent (12%) for Women Business Enterprises (WBE); a three (3%) minimum goal for Certified Veteran-Owned Small Businesses and/or Certified Service- Disabled Veteran Owned Businesses; and a goal of utilizing Disadvantaged Business Enterprises (DBE), where applicable, for government contracts.

For assistance in locating certified DBEs, MBEs, WBEs, VOSBs and/or VOSBs, contact Sherita Miller at 859/258-3320 or by writing the address listed below:

Sherita Miller, MPA, CPSD
Minority Business Enterprise Liaison
Division of Procurement
Lexington-Fayette Urban County Government
200 East Main Street
Lexington, Kentucky 40507
smiller@lexingtonky.gov

12. PRE-BID CONFERENCE

A pre-bid conference is scheduled for February 5, 2025, 9:30 am, at 705 Caden Ln, Lexington, KY.

END OF SECTION

PART II
INFORMATION FOR BIDDERS

INDEX

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2. PREPARATION OF BID
3. SUBCONTRACTS
4. QUALIFICATION OF BIDDER
5. BID SECURITY
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11. POWER OF ATTORNEY
12. TAXES AND WORKMEN'S COMPENSATION
13. LAWS AND REGULATIONS
14. EROSION AND SEDIMENT CONTROL AND PERMITS
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16. AFFIRMATIVE ACTION PLAN
17. CONTRACT TIME
18. SUBSTITUTION OR "OR-EQUAL" ITEMS
19. ALTERNATE BIDS
20. SIGNING OF AGREEMENT
21. ASSISTANCE TO BE OFFERED TO DBE CONTRACTORS
22. LFUCG NON-APPROPRIATION CLAUSE
23. NOTICE OF CONTENTION

PART II

INFORMATION FOR BIDDERS

1. RECEIPT AND OPENING OF BIDS

The Lexington-Fayette Urban County Government (herein called the OWNER) invites bids from firms on the project described in the Advertisement for Bids. The OWNER will receive bids via Ion Wave, at the time and in the manner set forth in the Advertisement for Bids, and the Bids. The OWNER may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all bids. Any bid may be withdrawn prior to the scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within 90 days after the actual time and date of the bid opening, but OWNER may, in its sole discretion, release any bid and return the Bid Security prior to that date.

The Lexington-Fayette Urban County Government assumes no responsibility for bids that are not delivered as indicated above.

2. PREPARATION OF BID

All sections of the bid package requiring Contractor information must be filled in and uploaded in the Response Attachments tab in IonWave. Bid bonds must be uploaded also. All pricing must be submitted in the Line Items tab in IonWave.

3. SUBCONTRACTS

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

4. QUALIFICATION OF BIDDER

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

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

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

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

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

5. BID SECURITY

- A. Each bid must be accompanied by a bid bond prepared on a Form of Bid Bond and attached hereto, duly executed by the bidder as principal and having as surety thereon a surety company approved by the OWNER, in the amount of 5% of the bid. Such bid bond will be returned to the unsuccessful bidder(s) only upon written request to the Director of Procurement 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 \$300.00 per day thereafter deadline for substantial completion and \$300.00 per day thereafter deadline for final completion.

8. EXAMINATION OF CONTRACT DOCUMENTS AND SITE

- A. It is the responsibility of each Bidder before submitting a Bid, to (a) examine the Contract Documents thoroughly, (b) visit the site(s) to become familiar with local conditions that may affect cost, progress, performance or furnishing of the work, (c) consider Federal, State and Local laws and regulations that may affect cost, progress, performance or furnishing of the work, (d) study and carefully correlate Bidder's observations with the Contract Documents, and (e) notify Owner of all conflicts, errors or discrepancies in the Contract Documents.
- B. Bidders should examine the requirements of Section 4 of the General Conditions for information pertaining to subsurface conditions, underground structures, underground facilities, and availability of lands, easements, and rights-of-way. The completeness of data, presented in the Contract Documents, pertaining to subsurface conditions, underground structures, and underground facilities for the

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

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

9. ADDENDA AND INTERPRETATIONS

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

10. SECURITY FOR FAITHFUL PERFORMANCE

- A. Simultaneously with his delivery of the executed Contracts, the CONTRACTOR shall furnish a surety bond or bonds as security for the faithful performance of this Contract and for payment of all persons performing labor on the Project under this Contract and furnishing materials in connection with this Contract, as specified in the General Conditions. The surety on such bond or bonds shall be a duly authorized surety company satisfactory to the OWNER and authorized to do business in the Commonwealth of Kentucky.

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

11. POWER OF ATTORNEY

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

12. TAXES AND WORKMEN'S COMPENSATION

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

13. LAWS AND REGULATIONS

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

14. EROSION AND SEDIMENT CONTROL AND PERMITS

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

15. PREVAILING WAGE LAW AND MINIMUM HOURLY RATES

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

16. AFFIRMATIVE ACTION PLAN

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

1. Certification of Bid Proposal/DBE – see Part III
2. LFUCG MWDBE Participation Form – see Part III
3. Documentation Required for Good Faith Efforts and Outreach Plans – see Part III

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

17. CONTRACT TIME

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

18. SUBSTITUTE OR "APPROVED EQUAL" ITEMS

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

19. ALTERNATE BIDS

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

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

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

20. SIGNING OF AGREEMENT

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

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

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

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

If you wish to be added to the LFUCG MWDDBE and Veteran contractor database, please contact:

Sherita Miller, MPA, CPSD
Minority Business Enterprise Liaison
Division of Procurement
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 Procurement.

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, MPA, CPSD
Division of Procurement
Lexington-Fayette Urban County Government
200 East Main Street, Room 338
Lexington, Kentucky 40507
smiller@lexingtonky.gov
859-258-3323

D. MWDBE and VETERAN OWNED SMALL BUSINESSES (VOSB)

The LFUCG will, upon request, assist prime contractors in the procurement of eligible DBE subcontractors in an effort to achieve a seventeen percent (17%) minimum goal including minimum subgoals of five percent (5%) for Minority Business Enterprises (MBE) and a subgoal of twelve percent (12%) for Women Business Enterprises (WBE); a three (3%) minimum goal for Certified Veteran-Owned Small Businesses and/or Certified Service- Disabled Veteran Owned Businesses; and a goal of utilizing Disadvantaged Business Enterprises (DBE), where applicable, for government contracts.

For a list of eligible subcontractors, please contact:

Sherita Miller, MPA, CPSD
Minority Business Enterprise Liaison

Division of Procurement
Lexington-Fayette Urban County Government
200 East Main Street, Room 338
Lexington, Kentucky 40507
smiller@lexingtonky.gov
[859-258-3323](tel:859-258-3323)

22. LFUCG NON-APPROPRIATION CLAUSE

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

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

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

23. NOTICE OF CONTENTION

Vendors who respond to this invitation have the right to file a notice of contention associated with the bid process or to file a notice of appeal of the recommendation made by the Director of Procurement resulting from this invitation.

Notice of contention with the bid process must be filed within 3 business days of the bid/proposal opening by (1) sending a written notice, including sufficient documentation to support contention, to the Director of the Division of Procurement or (2) submitting a written request for a meeting with the Director of Procurement to explain his/her contention with the bid process. After consulting with the Commissioner of Finance the Chief Administrative Officer and reviewing the documentation and/or hearing the vendor, the Director of Procurement shall promptly respond in writing findings as to the compliance with bid processes. If, based on this review, a bid process irregularity is deemed to have occurred the Director of Procurement will consult with the Commissioner of Finance, the Chief Administrative Officer and the Department of Law as to the appropriate remedy.

Notice of appeal of a bid recommendation must be filed within 3 business days of the bid recommendation by (1) sending a written notice, including sufficient documentation to support appeal, to the Director, Division of Procurement or (2) submitting a written request for a meeting with the Director of Procurement to explain the appeal. After reviewing the documentation and/or hearing the vendor and consulting with the Commissioner of Finance and the Chief Administrative Officer, the Director of Procurement shall in writing, affirm or withdraw the recommendation.

END OF SECTION

PART III

FORM OF PROPOSAL

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PART III

Invitation to Bid No. 4-2025

Cadentown School Improvements

1. FORM OF PROPOSAL

Place: Lexington, Kentucky

Date: _____

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

This Proposal Submitted by _____

(Name and Address of Bidding Contractor)

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

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

Gentlemen:

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

The Bidder hereby acknowledges receipt of the following addenda:

Addendum No. _____ Date _____

Addendum No. _____ Date _____

Addendum No. _____ Date _____

Addendum No. _____ Date _____

Addendum No. _____ Date _____

Addendum No. _____ Date _____

Addendum No. _____ Date _____

Addendum No. _____ Date _____

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

2. **LEGAL STATUS OF BIDDER**

Bidder _____

Date _____

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

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

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

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

3.

BIDDERS AFFIDAVIT

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

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

Signature

Printed Name

Title

Date

Company Name _____

Address _____

Subscribed and sworn to before me by _____
(Affiant)

(Title)

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

Notary Public
[seal of notary]

My commission expires: _____

4. BID SCHEDULE – SCHEDULE OF VALUES

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

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

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

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

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

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

Pricing should be submitted in the Line Items tab on IonWave. Pages P-8 must be fully executed and attached to bid submission or bid will be considered non-responsive.

Item No.	Description	Unit	Quantity
1.	Cadentown School Improvements, as per specs.	LS	1

LIST OF UNIT PRICES

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

DESCRIPTION OF WORK	UNIT
1. Roof Sheathing	4'x8' Sheet
2. Fascia Material	Linear Foot
3. Soffit Material	Linear Foot

Submitted by:

Firm

Address

City, State & Zip

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

Signature of Authorized Company Representative – Title

Representative/s Name (Typed or Printed)

Area Code – Phone –Fax #

E-Mail Address

OFFICIAL ADDRESS:

_____ (Seal if Bid is by Corporation)

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

5. STATEMENT OF BIDDER'S QUALIFICATIONS

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

1. Name of Bidder: _____
2. Permanent Place of Business: _____
3. When Organized: _____
4. Where Incorporated: _____
5. Construction Plant and Equipment Available for this Project:

(Attach Separate Sheet If Necessary)

6. Financial Condition:

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

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

_____(Surety)

Signed: _____(Representative of Surety)

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

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

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

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

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

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

11. DBE Participation on current bonded projects under contract:

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

(USE ADDITIONAL SHEETS IF NECESSARY)

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

Respectfully submitted:

(Name of Contracting Firm)

BY: _____

TITLE: _____

DATE _____

6. LIST OF PROPOSED SUBCONTRACTORS

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

BRANCH OF WORK-LIST

DBE

% of EACH MAJOR ITEM
Work

LIST OF MATERIALS/ SUPPLIERS

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

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

Item

Brand Name, Manufacturer and/or Supplier



LEXINGTON

MINORITY BUSINESS ENTERPRISE PROGRAM

Sherita Miller, MPA, CPSD
Minority Business Enterprise Liaison
Division of Procurement
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 (MBEP) 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 urban county council adopted and implemented Resolution 272-2024 – a Certified Minority and Women Business Enterprise seventeen percent (17%) minimum goal including minimum subgoals of five percent (5%) for Minority Business Enterprises (MBE) and a subgoal of twelve percent (12%) for Women Business Enterprises (WBE); a three (3%) minimum goal for Certified Veteran-Owned Small Businesses and/or Certified Service- Disabled Veteran Owned Businesses; and a goal of utilizing Disadvantaged Business Enterprises (DBE), where applicable, for government contracts.

The resolution states the following definitions shall be used for the purposes of reaching these goals:

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

Certified Minority Business Enterprise (MBE) – a business in which at least fifty-one percent (51%) is owned, managed and controlled by an ethnic minority (i.e. Black American, Asian American, Hispanic American, Native American)

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

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

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

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

The following certifications are recognized and accepted by the MBEP:

Kentucky Transportation Cabinet (KYTC), Disadvantaged Business Enterprise (DBE)
Kentucky Minority and Women Business Enterprise (MWBE)
Women's Business Enterprise National Council (WBENC)
National Women Business Owners Corporation (NWBOC)
National Minority Supplier Development Council (NMSDC)
Tri-State Minority Supplier Development Council (TSMSSDC)
U.S. Small Business Administration Veteran Small Business Certification (VetCert)
Kentucky Service- Disabled Veteran Owned Small Business (SDVOSB)

To comply with Resolution 272-2024, prime contractors, minority and women business enterprises, veteran owned small businesses, and service-disabled veteran owned small businesses must complete monthly contract compliance audits in the Diverse Business Management Compliance system, <https://lexingtonky.diversitycompliance.com/>

A list of organizations that certify and/or maintain lists of certified businesses (i.e. DBE, MBE, WBE, VOSB and/or SDVOSB) is available upon request by emailing, Sherita Miller, smiller@lexingtonky.gov.



LEXINGTON

LFUCG MWDBE PARTICIPATION FORM

Bid/RFP/Quote Reference # _____

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

MWBE Company, Name, Address, Phone, Email	DBE/MBE WBE/VOSB/SDVOSB	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 MDWBE and veteran firms to be used in accomplishing the work contained in this Bid/RFP/Quote. Any misrepresentation may result in the termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

Company

Company Representative

Date

Title



LEXINGTON

LFUCG MWDBE SUBSTITUTION FORM

Bid/RFP/Quote Reference # _____

The substituted MWDBE and/or veteran subcontractors listed below have agreed to participate on this Bid/RFP/Quote. These substitutions were made prior to or after the job was in progress. These substitutions were made for reasons stated below and are now being submitted to the Division of Procurement 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. **Note: Form required if a subcontractor is being substituted on a contract.**

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

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

Company

Company Representative

Date

Title



DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS AND OUTREACH PLANS

As affirmed in Resolution Number 272-2024, the Urban County Council has adopted an annual aspirational goal of utilizing at least seventeen percent (17%) of public funds spend from certain discretionary agreements with certified Minority Business Enterprises (MBEs) and certified Woman Business Enterprises (WBEs); utilizing at least three percent (3%) of public funds from certain discretionary agreements with Certified Veteran-Owned Small Business and Certified Service-Disabled Veteran-Owned Small Businesses (VOSBs); and utilizing Disadvantaged Business Enterprises (DBEs) where applicable. Bidders should make every effort to achieve these goals.

Therefore, as an element of the responsiveness of the bid, all Bidders are required to submit documentation of their good faith and outreach efforts to ensure all businesses, including small and disadvantaged businesses such as minority-, woman-, and veteran-owned businesses, have an equal opportunity to compete for and participate in the performance of any subcontracts resulting from this procurement. Examples of good faith and outreach efforts that satisfy this requirement to encourage the participation of, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs include:

1. 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, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs to participate.
2. Attended LFUCG Procurement Economic Inclusion Outreach event(s) within the past year to meet new small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs to partner with on LFUCG contracts and procurements.
3. Attended pre-bid/pre-proposal meetings that were scheduled by LFUCG to inform small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs of subcontracting opportunities.
4. Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs.
5. Requested a list of certified small, DBE, MBE, WBE, VOSB and/or SDVOSB subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).
6. Contacted organizations that work with small, DBE, MBE, WBE, and VOSB companies for assistance in finding certified DBEs, MBEs, WBEs, VOSB and/or SDVOSBs to work on this project. Those contacted and their responses must be a part of the bidder's outreach efforts documentation.

7. Sent written notices, by certified mail, email, or facsimile, to qualified, certified small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs 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.
8. Followed up initial solicitations by contacting small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs via tailored communications to determine their level of interest.
9. Provided the interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs with adequate and timely information about the plans, specifications, and requirements of the contract.
10. Selected portions of the work to be performed by small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs in order to increase the likelihood of subcontracting participation. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate small, DBE, MBE, WBE, VOSB and/or SDVOSB participation, even when the prime contractor may otherwise perform these work items with its own workforce.
11. Negotiated in good faith with interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs, not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection must be so noted in writing with a description as to why an agreement could not be reached.
12. Included documentation of quotations received from interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs that 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.
 - a. 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 small business', DBE's MBE's, WBE's, VOSB's and/or SDVOSB's quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy the participation goals.
13. Made an effort to offer assistance to or refer interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal.
14. Made efforts to expand the search for small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs beyond the usual geographic boundaries.

15. Other – any other evidence that the bidder submits that may demonstrate that the bidder has made reasonable efforts to include small, DBE, MBE, WBE, VOSB and/or SDVOSB participation.

Bidder must document, with specificity, each of the efforts it made to include small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs as subcontractors in the procurement, including the date on which each effort was made, the medium through which each effort was made, and the outcome of each effort.

Note: Failure to submit 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 and Outreach Efforts must be submitted with the Bid, regardless of the proposed level of small, DBE, MBE, WBE, VOSB and/or SDVOSB participation in the procurement. If the Good Faith and Outreach Effort documentation is not submitted with the bid response, the bid may be rejected.

OUTREACH EFFORTS EVALUATION

Outreach efforts demonstrated by the bidder or respondent will be evaluated on a pass/fail basis.

ATTACHMENT A – SMALL AND DISADVANTAGED, MINORITY-, WOMEN-, AND VETERAN-OWNED BUSINESS OUTREACH PLAN

Proposer Name: _____ Date: _____
Project Name: _____ Project Number: _____
Contact Name: _____ Telephone: _____
Email: _____

The mission of the Minority Business Enterprise Program is to facilitate the full participation of disadvantaged businesses, minority-, women-, veteran-, and service-disabled veteran-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, small and disadvantaged businesses, including minority-, woman-, veteran-, and service-disabled veteran-owned businesses, must have an equal opportunity to be utilized in the performance of contracts with public funds spent from certain discretionary agreements. By submitting its offer, Bidder/Proposer certifies that it has taken, and if there are further opportunities will take, reasonable steps to ensure that small and disadvantaged businesses, including minority-, woman-, veteran-, and service-disabled veteran-owned businesses, are provided an equal opportunity to compete for and participate in the performance of any subcontracts resulting from this procurement.

The information submitted in response to this clause will not be considered in any scored evaluation. Failure to submit this form may cause the bid or proposal to be rejected.

Is the Bidder/ Proposer a certified firm? Yes ☐ No ☐

If yes, indicate all certification type(s):

DBE ☐

MBE ☐

WBE ☐

SBE ☐

VOSB/SDVOSB
☐

and supply a copy of the certificate and/or certification letter if not currently listed on the city's Minority Business Enterprise Program's (MBEP) certified list.

1. Include a list of firms that Bidder/ Proposer has had a contractual relationship with within the last two years that are minority-owned, woman-owned, veteran-owned or small businesses, regardless of their certification status.

 Click or tap here to enter text.

2. Does Bidder/Proposer foresee any subcontracting opportunities for this procurement?

Yes ☐ No ☐

If no, please explain why in the field below. Do not complete the rest of this form and submit this first page with your bid and/or proposal. (Click or tap here to enter text.)

If yes, please complete the following pages and submit all pages with your bid and/or proposal.

Describe the steps Bidder/Proposer took to solicit small and disadvantaged businesses, including MBEs, WBEs, VOSBs, and SDVOSBs, for subcontracting opportunities for this procurement.

3. Check the good faith and outreach efforts the Bidder/Proposer used to encourage the participation of small and disadvantaged businesses including, MBEs, WBEs, VOSBs and SDVOSBs:

- ☐ Bidder placed advertisements in search of prospective small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs for the solicitation.
- ☐ Bidder attended LFUCG Procurement Economic Inclusion Outreach event(s) within the past year.
- ☐ Bidder attended pre-bid and/or pre-proposal meetings for this solicitation.
- ☐ Bidder sponsored an Economic Inclusion Outreach event.
- ☐ Bidder requested a list of certified small, DBE, MBE, WBE, VOSB and/or SDVOSB subcontractors or suppliers from LFUCG.
- ☐ Bidder contacted organizations that work with small, DBE, MBE, WBE, VOSB and/or SDVOSB companies.
- ☐ Bidder sent written notices to certified small, DBE, MBE, WBE, VOSB and SDVOSB businesses.
- ☐ Bidder followed up to initial solicitations with interested small, DBE, MBE, WBE, VOSB and/or SDVOSB.
- ☐ Bidder provided small, DBE, MBE, WBE, VOSB and/or SDVOSB businesses interested in performing the solicited work with prompt access to the plans, specifications, scope of work, and requirements of the solicitation.
- ☐ Bidder made efforts to segment portions of the work to be performed by small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs, including dividing sub-bid/partnership opportunities into economically feasible units/parcels, to facilitate participation.

- ☐ Bidder negotiated in good faith with interested small, DBE, MBE, WBE, VOSB and/or SDVOSB businesses.
- ☐ Bidder provided adequate rationale for rejecting any small business', DBEs, MBEs, WBEs, VOSBs or SDVOSBs for lack of qualifications.
- ☐ Bidder offered assistance in obtaining bonding, insurance, financial, equipment, or other resources to small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs, in an effort to assist them in meeting project requirements.
- ☐ Bidder made efforts to expand the search for small businesses, DBEs MBEs, WBEs, VOSBs and/or SDVOSBs beyond the usual geographic boundaries.
- ☐ Bidder made other reasonable efforts to include small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs participation.

4. Bidder/Proposer must include documentation, including the date each effort was made, the medium through which each effort was made, and the outcome of each effort with this form, regardless of the level of small, DBE, MBE, WBE, VOSB and/or SDVOSB participation. Examples of required documentation include copies of email communications, copies of newspaper advertisements, or copies of quotations received from interested small businesses, DBEs, MBEs, WBEs, VOSBs or SDVOSBs.



For detailed information regarding outreach efforts that satisfy the MBE Program's requirements, please see "Documentation Required for Good Faith Efforts and Outreach Plans" page.

Note: The Bidder/Proposer must be willing to report the identity of each subcontractor and the value of each subcontract to MBEP if awarded a contract from this procurement.

Failure to submit the documentation requested may be cause for rejection of the 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 and Outreach Efforts must be submitted with the bid, regardless of the proposed level of SBEs, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs participation in the procurement. If the Good Faith and Outreach Effort Form and associated documentation is not submitted with the bid response, the bid may be rejected.

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

Company

Company Representative

Date

Title

4870-1925-6809, v. 1

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

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

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

9. STATEMENT OF EXPERIENCE

NAME OF INDIVIDUAL: _____

POSITION/TITLE: _____

STATEMENT OF EXPERIENCE: _____

NAME OF INDIVIDUAL: _____

POSITION/TITLE: _____

STATEMENT OF EXPERIENCE: _____

NAME OF INDIVIDUAL: _____

POSITION/TITLE: _____

STATEMENT OF EXPERIENCE: _____

NAME OF INDIVIDUAL: _____

POSITION/TITLE: _____

STATEMENT OF EXPERIENCE: _____

NAME OF INDIVIDUAL: _____

POSITION/TITLE: _____

STATEMENT OF EXPERIENCE: _____

NAME OF INDIVIDUAL: _____

POSITION/TITLE: _____

STATEMENT OF EXPERIENCE: _____

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

10. EQUAL OPPORTUNITY AGREEMENT

Standard Title VI Assurance

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

The Law

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

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

for the Government to let contracts to companies which knowingly or unknowingly practice discrimination in their employment practices. Violation of the above mentioned ordinances may cause a contract to be canceled and the contractor may be declared ineligible for future consideration.

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

Bidders

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

Signature

Name of Business

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

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

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

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

The Act further provides:

KRS 45.610. Hiring minorities – Information required

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

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

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

KRS 45.630 Termination of existing employee not required, when

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

KRS 45.640 Minimum skills

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

It is recommended that all of the provisions quoted above to be included as special conditions in each contract. In the case of a contract exceeding \$250,000, the contractor is required to furnish evidence that his work-force in Kentucky is representative of the available work-force in the area from which

he draws employees, or to supply an Affirmative Action plan which will achieve such representation during the life of the contract.

11. EQUAL EMPLOYMENT OPPORTUNITY AFFIRMATIVE ACTION POLICY

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

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

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

12. WORKFORCE ANALYSIS FORM

Name of Organization: _____

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

Prepared by: _____

(Name and Title)

Date: ____/____/____

Revised 2015-Dec-15

13. EVIDENCE OF INSURABILITY

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

Names Insured: _____

Employee ID: _____

Address: _____

Phone: _____

Project to be insured: _____

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

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

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

Agency or Brokerage _____

Name of Authorized Representative _____

Street Address _____

Title _____

City _____ State _____ Zip _____

Authorized Signature _____

Telephone Number _____

Date _____

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

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

14. DEBARRED FIRMS

PROJECT NAME: _____

BID NUMBER: _____

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

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

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

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

Name of Firm Submitting Bid

Signature of Authorized Official

Title

Date

15. DEBARMENT CERTIFICATION

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

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

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

Firm Name: _____

Project: _____

Printed Name and Title of Authorized Representative: _____

Signature: _____

Date: _____

END OF SECTION

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GENERAL CONDITIONS
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END OF SECTION

PART IV
GENERAL CONDITIONS

1. DEFINITIONS

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

1.1 Addenda

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

1.2 Agreement

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

1.3 Application for Payment

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

1.4 Bid

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

1.5 Bidder

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

1.6 Bonds

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

1.7 Calendar Day

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

1.8 Change Order

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

1.9 Contract Documents

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

1.10 Contract Unit Price

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

1.11 Contract Time

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

1.12 CONTRACTOR

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

1.13 Defective

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

1.14 Drawings

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

1.15 Effective Date of the Agreement

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

1.16 CONSULTANT

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

1.17 Field Order

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

1.18 Giving Notice

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

1.19 Laws and Regulations

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

1.20 Notice of Award

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

1.21 Notice to Proceed

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

1.22 OWNER

The Lexington-Fayette Urban County Government.

1.23 Partial Utilization

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

1.24 Project

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

1.25 Inspector

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

1.26 Shop Drawings

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

1.27 Specifications

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

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

1.28 Standard Specifications

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

1.29 Subcontractor

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

1.30 Special Conditions

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

1.31 Supplier

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

1.32 Underground Facilities

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

1.33 Unit Price Work

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

1.34 Work

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

1.35 Time Period

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

2. PRELIMINARY MATTERS

2.1 Delivery of Bonds

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

2.2 Copies of Documents

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

2.3 Commencement of Contract Time; Notice to Proceed

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

2.4 Starting the Project

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

2.5 Before Starting Construction

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

2.6 Submittal of Schedules

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

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

2.6.2 a preliminary schedule of Shop Drawing submissions; and

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

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

2.7 Preconstruction Conference

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

2.8 Finalizing Schedules

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

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

3.1 General

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

3.2 Intent

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

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

3.3 Conflicts

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

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

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

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

3.4 Amending and Supplementing Contract Documents

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

3.5 Reuse of Documents

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

4. AVAILABILITY OF LANDS; PHYSICAL CONDITIONS, REFERENCE POINTS

4.1 Availability of Lands

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

4.2 Physical Conditions

4.2.1 Explorations and Reports

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

4.2.2 Existing Structures

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

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

4.2.3 Report of Differing Conditions

If CONTRACTOR believes that:

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

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

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

4.2.4 CONSULTANT'S Review

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

4.2.5 Possible Document Change

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

4.2.6 Possible Price and Time Adjustments

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

4.3 Physical Conditions-Underground Facilities

4.3.1 Shown or Indicated

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

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

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

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

4.3.2 Not Shown or Indicated

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

4.4 Reference Points

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

5. CONTRACTOR'S RESPONSIBILITIES

5.1 Supervision

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

5.2 Superintendence

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

5.3 Labor

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

5.4 Start-Up and Completion of Work

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

5.5 Materials and Equipment

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

5.5.1 Not Clearly Specified or Indicated

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

5.5.2 Coordination of Work

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

5.6 Adjusting Progress Schedule

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

5.7 Substitutes or “Or-Equal” Items

5.7.1 General

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

5.7.2 Substitutes

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

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

5.7.3 OWNER/CONSULTANT'S Approval

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

5.8 Subcontractors, Suppliers, and Others

5.8.1 Acceptable to CONSULTANT

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

5.8.2 Objection After Due Investigation

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

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

5.8.3 Contractor Responsible for Acts of Subcontractors

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

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

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

5.8.4 Division of Specifications

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

5.8.5 Agreement Between Contractor and Subcontractors

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

5.8.6 Statements and Comments by CONTRACTOR

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

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

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

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

5.9 Patent Fees and Royalties

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

5.10 Permits

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

5.11 Laws and Regulations

5.11.1 CONTRACTOR to Comply

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

5.11.2 Specifications and Drawings at Variance

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

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

5.12 Taxes

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

5.13 Use of Premises

5.13.1 Project Site

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

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

5.13.2 Clean UP

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

5.13.1 Loading of Structures

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

5.14 Record Drawings

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

5.15 Shop Drawings and Samples

5.15.1 Shop Drawing Submittals

After checking and verifying all field measurements and after complying

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

5.15.2 Sample Submittals

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

5.15.3 Review by CONTRACTOR

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

5.15.4 Notice of Variation

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

5.15.5 CONSULTANT'S Approval

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

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

5.15.6 Responsibility for Errors and Omissions

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

5.15.7 Cost of Related Work

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

5.16 Continuing the Work

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

5.17 Erosion and Sediment Control

5.17.1 General Environmental Requirements

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

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

5.17.2 Stormwater Pollution Prevention

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

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

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

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

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

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

6. OTHER WORK

6.1 Related Work at Site

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

6.2 Other Contractors or Utility Owners

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

6.3 Delays Caused by Others

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

6.4 Coordination

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

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

7. OWNER'S RESPONSIBILITIES

7.1 Communications

OWNER shall issue all communications to CONTRACTOR through CONSULTANT.

7.2 Data and Payments

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

7.3 Lands, Easements, and Surveys

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

7.4 Change Orders

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

7.5 Inspections, Tests and Approvals

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

7.6 Stop or Suspend Work

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

8. CONSULTANT'S STATUS DURING CONSTRUCTION

8.1 OWNER'S Representative

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

8.2 Visits to Site

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

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

8.3 Project Representation

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

8.4 Clarifications and Interpretations

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

8.5 Authorized Variations in Work

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

8.6 Rejecting Defective Work

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

8.7 Shop Drawings

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

8.8 Change Orders

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

8.9 Payments

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

8.10 Determinations for Unit Prices

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

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

8.11 Decision on Disputes

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

8.12 Limitations on CONSULTANT's Responsibilities

8.12.1 CONTRACTOR, Supplier, or Surety

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

8.12.2 To Evaluate the Work

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

8.12.3 CONTRACTOR'S Means, Methods, Etc.

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

8.12.4 Acts of Omissions of CONTRACTOR

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

9. CHANGES IN THE WORK

9.1 OWNER May Order Change

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

9.2 Claims

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

9.3 Work Not in Contract Documents

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

9.4 Change Orders

OWNER and CONTRACTOR shall execute appropriate Change Orders covering:

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

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

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

9.5 Notice of Change

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

10. CHANGE OF CONTRACT PRICE

10.1 Total Compensation

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

10.2 Claim for Increase or Decrease in Price

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

10.3 Value of Work

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

10.3.1 Unit Prices

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

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

10.3.2 Lump Sum

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

10.3.3 Cost Plus Fee

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

10.4 Cost of the Work

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

10.4.1 Payroll Costs

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

10.4.2 Materials and Equipment Costs

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

10.4.3 Subcontractor Costs

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

10.4.4 Special Consultant Costs

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

10.4.5 Supplemental Costs

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

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

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

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

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

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

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

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

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

10.5 Not to Be Included in Cost of the Work

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

10.5.1 Costs of Officers and Executives

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

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

10.5.2 Principal Office

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

10.5.3 Capital Expense

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

10.5.4 Bonds and Insurance

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

10.5.5 Costs Due to Negligence

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

10.5.6 Other Costs

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

10.6 Contractor's Fee

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

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

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

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

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

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

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

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

10.7 Itemized Cost Breakdown

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

10.8 Cash Allowances

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

10.8.1 Materials and Equipment

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

10.8.2 Other Costs

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

10.8.3 Change Order

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

10.9 Unit Price Work

10.9.1 General

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

10.9.2 Overhead and Profit

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

10.9.3 Claim for Increase in Unit Price

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

11. CHANGE OF CONTRACT TIME

11.1 Change Order

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

11.2 Justification for Time Extensions

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

11.3 Time Limits

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

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

12.1 Warranty and Guarantee

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

12.2 Access to Work

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

12.3 Tests and Inspections

12.3.1 Timely Notice

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

12.3.2 Requirements and Responsibilities

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

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

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

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

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

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

12.3.3 On-Site Construction Test and Other Testing

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

12.3.4 Covered Work

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

12.3.5 CONTRACTOR'S Obligation

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

12.4 OWNER May Stop the Work

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

12.5 Correction or Removal of Defective Work

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

12.6 One Year Correction Period

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

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

12.7 Acceptance of Defective Work

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

12.8 OWNER May Correct Defective Work

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

13. PAYMENTS TO CONTRACTOR AND COMPLETION

13.1 Schedule of Values

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

13.2 Application for Progress Payment

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

13.2.1 Waivers of Mechanic's Lien

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

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

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

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

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

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

13.3 CONTRACTOR'S Warranty of Title

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

13.4 Review of Applications for Progress Payment

13.4.1 Submission of Application for Payment

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

13.4.2 CONSULTANT'S Recommendation

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

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

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

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

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

13.5 Partial Utilization

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

13.6 Final Inspection

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

13.7 Final Application for Payment

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

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

13.8 Final Payment and Acceptance

13.8.1 CONSULTANT'S Approval

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

13.8.2 Delay in Completion of Work

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

13.8.3 Retainage

Retainage is not applicable to this project.

13.9 CONTRACTOR'S Continuing Obligation

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

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

13.10 Waiver of Claims

The making and acceptance of final payment will constitute:

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

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

14. SUSPENSION OF WORK AND TERMINATION

14.1 OWNER May Suspend Work

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

14.2 OWNER May Terminate

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

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

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

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

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

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

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

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

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

14.2.8 if CONTRACTOR disregards the authority of CONSULTANT, or

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

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

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

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

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

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

14.3 CONTRACTOR'S Services Terminated

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

14.4 Payment After Termination

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

14.5 CONTRACTOR May Stop Work or Terminate

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

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

15. MISCELLANEOUS

15.1 Claims for Injury or Damage

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

15.2 Non-Discrimination in Employment

The CONTRACTOR shall comply with the following requirements prohibiting discrimination:

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

15.2.2 That it is an unlawful practice for an employer:

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

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

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

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

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

15.3 Temporary Street Closing or Blockage

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

15.4 Percentage of Work Performed by prime CONTRACTOR

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

15.5 Clean-up

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

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

15.6 General

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

15.7 Debris Disposal

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

END OF SECTION

PART V
SPECIAL CONDITIONS
INDEX

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

1. **BLASTING** – not applicable.

2. RISK MANAGEMENT PROVISIONS
INSURANCE AND INDEMNIFICATION

INDEMNIFICATION AND HOLD HARMLESS PROVISION

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

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

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

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

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

FINANCIAL RESPONSIBILITY

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

INSURANCE REQUIREMENTS

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

Required Insurance Coverage

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

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

The policies above shall contain the following conditions:

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

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

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

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

Renewals

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

Deductibles and Self-Insured Programs

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

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

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

Safety and Loss Control

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

Verification of Coverage

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

Right to Review, Audit and Inspect

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

DEFAULT

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

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3. WEATHER RELATED DELAYS

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

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

4. WAGE SCALES.

PART VI
CONTRACT AGREEMENT
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PART VI

CONTRACT AGREEMENT

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

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

1. SCOPE OF WORK

The CONTRACTOR shall furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, General Conditions, Special Conditions of the Contract, the Specifications, Contract Documents, and IonWave Q&A and Addenda, therefore as prepared by Albert + Associates Architecture for the Cadentown School Improvements project.

2. TIME OF COMPLETION

The time estimated and authorized by the OWNER for the proper execution of the Work by the Contract, in full, is hereby fixed as seventy-six (76) calendar days to substantial completion and an additional fourteen (14) calendar days to final completion date. The time shall begin in accordance with the Notice to Proceed provided by OWNER.

3. ISSUANCE OF WORK ORDERS

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

4. THE CONTRACT SUM

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

5. PROGRESS PAYMENTS

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

6. ACCEPTANCE AND FINAL PAYMENT

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

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

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

7. THE CONTRACT DOCUMENTS

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

8. EXTRA WORK

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

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

<u>SPECIFICATIONS</u>	
SECTION NO.	TITLE
I	Advertisement for Bids
II	Information for Bidders
III	Form of Proposal
IV	General Conditions
V	Special Conditions
VI	Contract Agreement
VII	Performance and Payment Bonds
VIII	Addenda
IX	Technical Specifications and Drawings

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

(Seal)

Lexington-Fayette Urban County Government.

Lexington, Kentucky

(Owner)

ATTEST:

Clerk of the Urban County Council

BY: _____

MAYOR

(Witness)

(Title)

(Seal)

(Contractor)

(Secretary)*

BY: _____

(Witness)

(Title)

(Address and Zip Code)

IMPORTANT: *Strike out any non-applicable terms.

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

PART VII

PERFORMANCE AND PAYMENT BONDS

1. PERFORMANCE BOND
2. PAYMENT BOND

PART VII
PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that

(Name of CONTRACTOR)

(Address of CONTRACTOR)

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

called Principal, and _____
(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

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

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

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

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

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

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

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

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

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

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

ATTEST:

Principal

(Principal) Secretary

BY: _____(s)

(Address)

Witness as to Principal

(Address)

ATTEST:

(Surety) Secretary

(SEAL)

Surety

BY: _____
Attorney-in-Fact

(Address)

Witness as to Surety

(Address)

TITLE: _____
Surety

BY: _____

TITLE: _____

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

PART VII
PAYMENT BOND

KNOW ALL MEN BY THESE PRESENT: that

(Name of Contractor)

(Address of Contractor)

a _____, hereinafter
(Corporation, Partnership or Individual)

called Principal, and _____
(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto:

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

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

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

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

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

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

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

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

ATTEST:

_____	_____
(Principal) Secretary	(Principal)
(SEAL)	BY: _____(s)

	(Address)

(Witness to Principal)	

(Address)	

	(Surety)
ATTEST:	
	BY: _____
	(Attorney-in-Fact)

(Surety) Secretary	
(SEAL)	
_____	_____
Witness as to Surety	(Address)
_____	_____
(Address)	
_____	_____

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

END OF SECTION

PART VIII

ADDENDA

All addenda issued during the bidding of the Project will be reproduced in the signed Contract Documents, on the pages following this heading sheet.

Addendum
Number

Title

Date

1.

2.

3.

4.

5.

IX. TECHNICAL SPECIFICATIONS

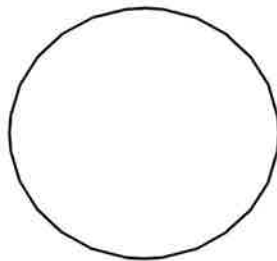
The Historic Cadentown Schoolhouse Renovation

705 Caden Lane
Lexington, Kentucky

LFUCG Bid #4-2025

Project Manual

January 30, 2025



Albert + Associates
ARCHITECTURE

118 Constitution Street
Lexington, Kentucky 40507
859.252.0044

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NOT USED

Additional Information

Preservation Brief 09

The Repair of Historic wood Windows

Preservation Brief 10

Exterior Paint Problems on Historic
Woodwork

SECTION 01100 - SUMMARY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 WORK COVERED BY CONTRACT DOCUMENTS

- A. Project Identification: Project consists of the renovation of the Historic Cadentown Schoolhouse.

- 1. Project Location: 705 Caden Lane, Lexington, KY.
 - 2. Owner: City of Lexington

- B. Architect Identification: The Contract Documents, dated January 30, 2025, were prepared for the Project by Albert + Associates Architecture.

- C. The Work consists of the renovation of the Historic Cadentown Schoolhouse.

The Work consists of the installation of a new asphalt shingle roof, exterior and interior painting, wood repair, wood floor cleaning and application of oil and the replacement of existing pressure treated stairs and ramp.

The work also consists of a thorough cleaning and check of the existing mechanical system.

1.3 CONTRACT[S]

- A. Project will be constructed under a **general construction contract**.

1.4 USE OF PREMISES

- A. General: The Contractor shall have full use of premises for construction operations, including use of Project site, during construction period.

END OF SECTION 01100

Secretary of Interior's Standards for Rehabilitation

- 1. A property shall be used for its historic purpose or be placed in a new use that requires minimal change to the defining characteristics of the building and its site and environment.**
- 2. The historic character of a property shall be retained and preserved. The removal of historic materials or alteration of features and spaces that characterize a property shall be avoided.**
- 3. Each property shall be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or architectural elements from other buildings, shall not be undertaken.**
- 4. Most properties change over time; those changes that have acquired historic significance in their own right shall be retained and preserved.**
- 5. Distinctive features, finishes, and construction techniques or examples of craftsmanship that characterize a property shall be preserved.**
- 6. Deteriorated historic features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color, texture, and other visual qualities and, where possible, materials. Replacement of missing features shall be substantiated by documentary, physical, or pictorial evidence.**
- 7. Chemical or physical treatments, such as sandblasting, that cause damage to historic materials shall not be used. The surface cleaning of structures, if appropriate, shall be undertaken using the gentlest means possible.**
- 8. Significant archeological resources affected by a project shall be protected and preserved. If such resources must be disturbed, mitigation measures shall be undertaken.**
- 9. New additions, exterior alterations, or related new construction shall not destroy historic materials that characterize the property. The new work shall be differentiated from the old and shall be compatible with the massing, size, scale, and architectural features to protect the historic integrity of the property and its environment.**
- 10. New additions and adjacent or related new construction shall be undertaken in such a manner that if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.**

SECTION 01270 - UNIT PRICES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for unit prices.

1.3 DEFINITIONS

- A. Unit price is an amount proposed by bidders, stated on the Bid Form, as a price per unit of measurement for materials or services added to or deducted from the Contract Sum by appropriate modification, if estimated quantities of Work required by the Contract Documents are increased or decreased.

1.4 PROCEDURES

- A. Unit prices include all necessary material, plus cost for delivery, installation, insurance, applicable taxes, overhead, and profit.
- B. Owner reserves the right to reject Contractor's measurement of work-in-place that involves use of established unit prices and to have this work measured, at Owner's expense, by an independent surveyor acceptable to Contractor.
- C. List of Unit Prices: A list of unit prices is included at the end of this Section.
- D. Include these unit prices in the appropriate spaces on the Bid Form.

PART 2 - EXECUTION

2.1 LIST OF UNIT PRICES

- A. Unit Price No. 1, Roof Sheathing
 - 1. Description: Replace any deteriorated roof sheathing to match existing adjacent.
 - 2. Unit of Measurement: 4' x 8'

Cadentown Schoolhouse

B. Unit Price No 2, Fascia Material

1. Description: Replace any deteriorated fascia board; match existing in size and material, paint
2. Unit of Measurement: per linear foot

C. Unit Price No. 3, Soffit Material

1. Description: Replace any deteriorated soffit material; match existing in material and size, paint.
2. Unit of Measurement: per linear foot

END OF SECTION 01270

SECTION 01500 - TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes requirements for temporary facilities and controls, including temporary utilities, support facilities, and security and protection facilities.
- B. Temporary utilities include, but are not limited to, the following:
 - 1. Water service and distribution.
 - 2. Electric service and distribution.
 - 3. Sanitary facilities, including toilets, wash facilities, and drinking-water facilities.
- C. Security and protection facilities include, but are not limited to, the following:
 - 1. Environmental protection.
 - 2. Security enclosure and lockup, if required.
 - 3. Barricades, warning signs, and lights.

1.3 USE CHARGES

- A. Water Service: Use of Owner/Tenant water service is permitted.
- B. Electric Power Service: Use of Owner/Tenant electric service is permitted. Use of a generator is permitted, if required

1.4 PROJECT CONDITIONS

- A. Conditions of Use: The following conditions apply to use of temporary services and facilities by all parties engaged in the Work:
 - 1. Keep temporary services and facilities clean and neat.
 - 2. Relocate temporary services and facilities as required by progress of the Work.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Water: Potable.

2.2 EQUIPMENT

- A. General: Provide equipment suitable for use intended.
- B. Fire Extinguishers: Hand carried, portable, UL rated. Provide class and extinguishing agent as indicated or a combination of extinguishers of NFPA-recommended classes for exposures.
- C. Self-Contained Toilet Units: Single-occupant units of chemical, aerated recirculation, or combustion type; vented; fully enclosed with a glass-fiber-reinforced polyester shell or similar nonabsorbent material.
- D. Drinking-Water Fixtures: Containerized, tap-dispenser, bottled-water drinking-water units including paper cup supply.
- E. Electrical Outlets: Properly configured, NEMA-polarized outlets to prevent insertion of 110- to 120-V plugs into higher-voltage outlets; equipped with ground-fault circuit interrupters, reset button, and pilot light.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

- A. Locate facilities where they will serve Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required.
- B. Provide each facility ready for use when needed to avoid delay. Maintain and modify as required. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

3.2 TEMPORARY UTILITY INSTALLATION

- A. Water Service: Use of Owner's existing water service facilities will be permitted.
- B. Sanitary Facilities: Provide temporary toilets, wash facilities, and drinking-water fixtures. Comply with regulations and health codes for type, number, location, operation, and maintenance of fixtures and facilities.
 - 1. Disposable Supplies: Provide toilet tissue, paper towels, paper cups, and similar disposable materials for each facility. Maintain adequate supply. Provide covered waste containers for disposal of used material.
 - 2. Toilets: Install self-contained toilet units. Shield toilets to ensure privacy.
 - 3. Wash Facilities: Install wash facilities supplied with potable water at convenient locations for personnel who handle materials that require wash up. Dispose of drainage properly. Supply cleaning compounds appropriate for each type of material handled.
 - 4. Drinking-Water Facilities: Provide bottled-water, drinking-water units.

- C. Electric Power Service: Use of Owner's existing electric power service will be permitted. Generators for the operation of contractor's power tools are permitted. Maintain a safe and secure area surrounding any generators being used.
- D. Electric Distribution: Provide receptacle outlets adequate for connection of power tools and equipment.
 - 1. Provide waterproof connectors to connect separate lengths of electrical power cords if single lengths will not reach areas where construction activities are in progress. Do not exceed safe length-voltage ratio.
 - 2. Provide a cellular telephone for superintendent's use in making and receiving telephone calls.

3.3 SUPPORT FACILITIES INSTALLATION

- A. General: Comply with the following:
 - 1. Locate field offices, storage sheds, sanitary facilities, and other temporary construction and support facilities for easy access.
 - 2. Maintain support facilities until near Substantial Completion. Remove before Substantial Completion.
- B. Waste Disposal Facilities: Provide waste-collection containers in sizes adequate to handle waste from construction operations. Containerize and clearly label hazardous, dangerous, or unsanitary waste materials separately from other waste.

3.4 SECURITY AND PROTECTION FACILITIES INSTALLATION

- A. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction in ways and by methods that comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects. Avoid using tools and equipment that produce harmful noise. Restrict use of noisemaking tools and equipment to hours that will minimize complaints from persons or firms near Project site.
- B. Barricades, Warning Signs, and Lights: Comply with standards and code requirements for erecting structurally adequate barricades. Paint with appropriate colors, graphics, and warning signs to inform personnel and public of possible hazards. Where appropriate and needed, provide lighting, including flashing red or amber lights.

3.5 OPERATION, TERMINATION, AND REMOVAL

- A. Supervision: Enforce strict discipline in use of temporary facilities. To minimize waste and abuse, limit availability of temporary facilities to essential and intended uses.
- B. Maintenance: Maintain facilities in good operating condition until removal. Protect from damage caused by freezing temperatures and similar elements.

Cadentown Schoolhouse

- C. Termination and Removal: Remove each temporary facility when need for its service has ended, or no later than Substantial Completion.

END OF SECTION 01500

SECTION 01770 - CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
 - 1. Inspection procedures.
 - 2. Project Record Documents.
 - 3. Operation and maintenance manuals.
 - 4. Warranties.
 - 5. Instruction of Owner's personnel.
 - 6. Final cleaning.

1.3 SUBSTANTIAL COMPLETION

- A. Preliminary Procedures: Before requesting inspection for determining date of Substantial Completion, complete the following. List items below that are incomplete in request.
 - 1. Prepare a list of items to be completed and corrected (punch list), the value of items on the list, and reasons why the Work is not complete.
 - 2. Advise Owner of pending insurance changeover requirements.
 - 3. Submit specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
 - 4. Obtain and submit releases permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
 - 5. Prepare and submit Project Record Documents, operation and maintenance manuals, damage or settlement surveys, property surveys, and similar final record information.
 - 6. Deliver tools, spare parts, extra materials, and similar items to location designated by Owner. Label with manufacturer's name and model number where applicable.
 - 7. Make final changeover of permanent locks and deliver keys to Owner. Advise Owner's personnel of changeover in security provisions.
 - 8. Complete startup testing of systems.
 - 9. Submit test/adjust/balance records.
 - 10. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
 - 11. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.

Cadentown Schoolhouse

12. Complete final cleaning requirements, including touchup painting.
 13. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.
- B. Inspection: Submit a written request for inspection for Substantial Completion. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Architect, that must be completed or corrected before certificate will be issued.
1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
 2. Results of completed inspection will form the basis of requirements for Final Completion.

1.4 FINAL COMPLETION

- A. Preliminary Procedures: Before requesting final inspection for determining date of Final Completion, complete the following:
1. Submit a final Application for Payment according to Division 1 Section "Payment Procedures."
 2. Submit certified copy of Architect's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect. The certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
 3. Submit evidence of final, continuing insurance coverage complying with insurance requirements.
 4. Submit pest-control final inspection report and warranty.
 5. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems.
- B. Inspection: Submit a written request for final inspection for acceptance. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.
1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

1.5 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

- A. Preparation: Submit three copies of list. Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.
1. Organize list of spaces in sequential order,
 2. Organize items applying to each space by major element, including categories for ceiling, individual walls, floors, equipment, and building systems.

Cadentown Schoolhouse

3. Include the following information at the top of each page:

- a. Project name.
- b. Date.
- c. Name of Architect
- d. Name of Contractor.
- e. Page number.

1.6 PROJECT RECORD DOCUMENTS

- A. General: Do not use Project Record Documents for construction purposes. Protect Project Record Documents from deterioration and loss. Provide access to Project Record Documents for Architect's reference during normal working hours.
- B. Record Drawings: Maintain and submit one set of blue- or black-line white prints of Contract Drawings and Shop Drawings.
 1. Mark Record Prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to prepare the marked-up Record Prints.
 - a. Give particular attention to information on concealed elements that cannot be readily identified and recorded later.
 - b. Accurately record information in an understandable drawing technique.
 - c. Record data as soon as possible after obtaining it. Record and check the markup before enclosing concealed installations.
 - d. Mark Contract Drawings or Shop Drawings, whichever is most capable of showing actual physical conditions, completely and accurately. Where Shop Drawings are marked, show cross-reference on Contract Drawings.
 2. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at the same location.
 3. Mark important additional information that was either shown schematically or omitted from original Drawings.
 4. Note Construction Change Directive numbers, Change Order numbers, alternate numbers, and similar identification where applicable.
 5. Identify and date each Record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location. Organize into manageable sets; bind each set with durable paper cover sheets. Include identification on cover sheets.
- C. Record Specifications: Submit one copy of Project's Specifications, including addenda and contract modifications. Mark copy to indicate the actual product installation where installation varies from that indicated in Specifications, addenda, and contract modifications.
 1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
 2. Mark copy with the proprietary name and model number of products, materials, and equipment furnished, including substitutions and product options selected.
 3. Note related Change Orders, Record Drawings where applicable.

Cadentown Schoolhouse

- D. Record Product Data: Submit one copy of each Product Data submittal. Mark one set to indicate the actual product installation where installation varies substantially from that indicated in Product Data.
 - 1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
 - 2. Include significant changes in the product delivered to Project site and changes in manufacturer's written instructions for installation.
 - 3. Note related Change Orders, Record Drawings where applicable.
- E. Miscellaneous Record Submittals: Assemble miscellaneous records required by other Specification Sections for miscellaneous record keeping and submittal in connection with actual performance of the Work. Bind or file miscellaneous records and identify each, ready for continued use and reference.

1.7 WARRANTIES

- A. Submittal Time: Submit written warranties on request of Architect for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated.
- B. Partial Occupancy: Submit properly executed warranties within fifteen days of completion of designated portions of the Work that are completed and occupied or used by Owner during construction period by separate agreement with Contractor.
- C. Organize warranty documents into an orderly sequence based on the table of contents of the Project Manual.
 - 1. Bind warranties and bonds in heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch paper.
 - 2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.
 - 3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor.
- D. Provide additional copies of each warranty to include in operation and maintenance manuals.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

PART 3 - EXECUTION

3.1 FINAL CLEANING

- A. General: Provide final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.
- B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.
 - 1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a portion of Project:
 - a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
 - b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
 - c. Remove tools, construction equipment, machinery, and surplus material from Project site.
 - d. Remove snow and ice to provide safe access to building.
 - e. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
 - f. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
 - g. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other noticeable, vision-obscuring materials. Replace chipped or broken glass and other damaged transparent materials
 - h. Remove labels that are not permanent.
 - i. Touch up and otherwise repair and restore marred, exposed finishes and surfaces. Replace finishes and surfaces that cannot be satisfactorily repaired or restored or that already show evidence of repair or restoration.
 - 1) Do not paint over "UL" and similar labels, including mechanical and electrical nameplates.
 - j. Wipe surfaces of mechanical and electrical equipment, [**elevator equipment,**] and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
 - k. Replace parts subject to unusual operating conditions.
 - l. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.
 - m. Clean ducts, blowers, and coils if units were operated without filters during construction.

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- n. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency. Replace burned-out bulbs, and those noticeably dimmed by hours of use, and defective and noisy starters in fluorescent and mercury vapor fixtures to comply with requirements for new fixtures.
 - o. Leave Project clean and ready for occupancy.
- C. Pest Control: Engage an experienced, licensed exterminator to make a final inspection and rid Project of rodents, insects, and other pests. Prepare a report.
- D. Comply with safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on Owner's property. Do not discharge volatile, harmful, or dangerous materials into drainage systems. Remove waste materials from Project site and dispose of lawfully.

END OF SECTION 01770

SECTION 07311 - ASPHALT SHINGLES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes asphalt shingles for steep roofs.

1.3 SUBMITTALS

- A. General: Submit each item in this Article according to the Conditions of the Contract and Division 1 Specification Sections.
- B. Product data for each type of product specified, including details of construction relative to materials, dimensions of individual components, profiles, textures, and colors.
- C. Samples for initial selection in the form of manufacturer's sample finishes showing the full range of colors and profiles available for each type of asphalt shingle indicated.

1.4 QUALITY ASSURANCE

- A. Fire-Test-Response Classification: Where products with a fire-test-response classification are specified, provide asphalt shingles identical to those tested according to ASTM E 108 or UL 790 and listed by UL or another testing and inspecting agency acceptable to authorities having jurisdiction. Identify each bundle of asphalt shingles with appropriate markings indicating fire-test-response classification of applicable testing and inspecting agency.
- B. Wind-Resistance-Test Characteristics: Where wind-resistant asphalt shingles are indicated, provide products identical to those tested according to ASTM D 3161 or UL 997 and passed. Identify each bundle of asphalt shingles with appropriate markings of applicable testing and inspecting agency.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Deliver materials to Project site in manufacturer's unopened bundles or containers with labels intact.

- B. Handle and store materials at Project site to prevent water damage, staining, or other physical damage. Store roll goods on end. Comply with manufacturer's recommendations for job-site storage, handling, and protection.

1.6 PROJECT CONDITIONS

- A. Weather Limitations: Proceed with installing asphalt shingles only when existing and forecasted weather conditions will permit work to be performed according to manufacturers' recommendations and warranty requirements, and when substrate is completely dry.

1.7 WARRANTY

- A. General Warranty: The special warranty specified in this Article shall not deprive the Owner of other rights the Owner may have under other provisions of the Contract Documents and shall be in addition to, and run concurrent with, other warranties made by the Contractor under requirements of the Contract Documents.
- B. Special Warranty: Submit a written warranty signed by manufacturer agreeing to repair or replace asphalt shingles that fail in materials or workmanship within the specified warranty period. Failures include, but are not limited to, deformation or deterioration of asphalt shingles beyond normal weathering.
 - 1. Warranty Period: Manufacturer's standard but not less than 20 years after date of Substantial Completion.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering asphalt shingles that may be incorporated in the Work include, but are not limited to, the following:

See drawings.

- B. Available Products: Subject to compliance with requirements, products that may be incorporated in the Work include, but are not limited to, the following:

Ridge Vents: See drawings

Waterproof Underlayment: See drawings.

2.2 ASPHALT SHINGLES

Colors, Blends, and Patterns: Where manufacturer's standard products are indicated, provide asphalt shingles with the following requirements:

1. Provide Architect's selections from manufacturer's full range of colors, textures, and patterns for asphalt shingles of type indicated.
- B. Hip and Ridge Shingles: Manufacturer's standard, factory-precut units to match asphalt shingles.

2.3 METAL TRIM AND FLASHING

- A. Sheet Metal Materials: Furnish the following sheet metal materials:
 1. Aluminum Sheets: ASTM B 209 (ASTM B 209M), alloy 3003 H14 with mill finish, minimum 0.024 inch (0.6 mm) thick, unless otherwise indicated.
- B. Metal Drip Edge: Brake-formed sheet metal with at least a 2-inch (50-mm) roof deck flange and a 1-1/2-inch (38-mm) fascia flange with a 3/8-inch (9.6-mm) drip at lower edge. Furnish the following material in lengths of 8 or 10 feet (2.5 to 3 m).
 1. Material: Aluminum sheets.
- C. Metal Flashing: Job-cut to sizes and configurations required.
Material: Aluminum sheets.

Vent Pipe Flashing: Lead conforming to ASTM B 749, Type L51121, at least 1/16 inch (1.6 mm) thick, unless otherwise indicated. Provide lead sleeve sized to slip over and turn down into pipe, soldered to skirt at slope of roof extending at least 4 inches (100 mm) from pipe onto roof.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrate for compliance with requirements for substrates, installation tolerances, and other conditions affecting performance of asphalt shingles. Do not proceed with installation until unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Clean substrates of projections and substances detrimental to application. Cover knotholes or other minor voids in substrate with sheet metal flashing secured with noncorrosive roofing nails.
- B. Coordinate installation with flashings and other adjoining work to ensure proper sequencing. Do not install roofing materials until all vent stacks and other penetrations through roof sheathing have been installed and are securely fastened against movement.

3.3 INSTALLATION

- A. General: Comply with manufacturer's instructions and recommendations but not less than those recommended by ARMA's "Residential Asphalt Roofing Manual" or "The NRCA Steep Roofing Manual."

1. Fasten asphalt shingles to roof sheathing with nails.
 - B. Felt Underlayment: Apply 1 layer of felt underlayment horizontally over entire surface to receive asphalt shingles, lapping succeeding courses a minimum of 2 inches (50 mm), end laps a minimum of 4 inches (100 mm), and hips and valleys a minimum of 6 inches (150 mm). Fasten felt with sufficient number of roofing nails or noncorrosive staples to hold underlayment in place until asphalt shingle installation.
 1. Apply an additional layer of felt underlayment on roof decks with a slope of 2 to 4 inches per foot (1:6 to 1:3).
 - C. Flashing: Install metal flashing and trim as indicated and according to details and recommendations of the "Asphalt Roofing" section of "The NRCA Steep Roofing Manual" and ARMA's "Residential Asphalt Roofing Manual."
 - D. Install asphalt shingles, beginning at roof's lower edge, with a starter strip of roll roofing or inverted asphalt shingles with tabs removed. Fasten asphalt shingles in the desired weather exposure pattern; use number of fasteners per shingle as recommended by manufacturer. Use vertical and horizontal chalk lines to ensure straight coursing.
 1. Cut and fit asphalt shingles at ridges, and edges to provide maximum weather protection. Provide same weather exposure at ridges as specified for roof. Lap asphalt shingles at ridges to shed water away from direction of prevailing wind.
 2. Use fasteners at ridges of sufficient length to penetrate sheathing as specified.
 - E. Ridge Vents: Install ridge vents according to manufacturer's instructions.
- 3.4 ADJUSTING
- A. Replace any damaged materials installed under this Section with new materials that meet specified requirements.

END OF SECTION 07311

SECTION 07920 - JOINT SEALANTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes sealants for the following applications, including those specified by reference to this Section:

1.3 PERFORMANCE REQUIREMENTS

- A. Provide elastomeric joint sealants that establish and maintain watertight and airtight continuous joint seals without staining or deteriorating joint substrates.

1.4 QUALITY ASSURANCE

- A. Installer Qualifications: An experienced installer who has specialized in installing joint sealants similar in material, design, and extent to those indicated for this Project and whose work has resulted in joint-sealant installations with a record of successful in-service performance.
- B. Source Limitations: Obtain each type of joint sealant through one source from a single manufacturer.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Deliver materials to Project site in original unopened containers or bundles with labels indicating manufacturer, product name and designation, color, expiration date, pot life, curing time, and mixing instructions for multicomponent materials.
- B. Store and handle materials in compliance with manufacturer's written instructions to prevent their deterioration or damage due to moisture, high or low temperatures, contaminants, or other causes.

1.6 PROJECT CONDITIONS

- A. Environmental Limitations: Do not proceed with installation of joint sealants under the following conditions:

1. When ambient and substrate temperature conditions are outside limits permitted by joint sealant manufacturer.
 2. When ambient and substrate temperature conditions are outside limits permitted by joint sealant manufacturer or are below 40 deg F (4.4 deg C).
 3. When joint substrates are wet.
- B. Joint-Width Conditions: Do not proceed with installation of joint sealants where joint widths are less than those allowed by joint sealant manufacturer for applications indicated.

Joint-Substrate Conditions: Do not proceed with installation of joint sealants until contaminants capable of interfering with adhesion are removed from joint substrates.

1.7 WARRANTY

- A. General Warranty: Special warranties specified in this Article shall not deprive Owner of other rights Owner may have under other provisions of the Contract Documents and shall be in addition to, and run concurrent with, other warranties made by Contractor under requirements of the Contract Documents.
- B. Special Installer's Warranty: Written warranty, signed by Installer agreeing to repair or replace elastomeric joint sealants that do not comply with performance and other requirements specified in this Section within specified warranty period.
- C. Special Manufacturer's Warranty: Written warranty, signed by elastomeric sealant manufacturer agreeing to furnish elastomeric joint sealants to repair or replace those that do not comply with performance and other requirements specified in this Section within specified warranty period.
1. Warranty Period: 20 years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 MATERIALS, GENERAL

- A. Compatibility: Provide joint sealants, backings, and other related materials that are compatible with one another and with joint substrates under conditions of service and application, as demonstrated by sealant manufacturer based on testing and field experience.
- B. Colors of Exposed Joint Sealants: As selected by Architect from manufacturer's full range for this characteristic.

2.2 ELASTOMERIC JOINT SEALANTS

- A. Elastomeric Sealant Standard: Comply with ASTM C 920 and other requirements indicated for each liquid-applied chemically curing sealant in the Elastomeric Joint-Sealant Schedule at the end of Part 3, including those referencing ASTM C 920 classifications for type, grade, class, and uses.

2.3 JOINT-SEALANT BACKING

General: Provide sealant backings of material and type that are nonstaining; are compatible with joint substrates, sealants, primers, and other joint fillers; and are approved for applications indicated by sealant manufacturer based on field experience and laboratory testing.

2.4 MISCELLANEOUS MATERIALS

- A. Primer: Material recommended by joint sealant manufacturer where required for adhesion of sealant to joint substrates indicated, as determined from preconstruction joint-sealant-substrate tests and field tests.
- B. Cleaners for Nonporous Surfaces: Chemical cleaners acceptable to manufacturers of sealants and sealant backing materials, free of oily residues or other substances capable of staining or harming joint substrates and adjacent nonporous surfaces in any way, and formulated to promote optimum adhesion of sealants with joint substrates.
- C. Masking Tape: Nonstaining, nonabsorbent material compatible with joint sealants and surfaces adjacent to joints.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine joints indicated to receive joint sealants, with Installer present, for compliance with requirements for joint configuration, installation tolerances, and other conditions affecting joint-sealant performance.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Surface Cleaning of Joints: Clean out joints immediately before installing joint sealants to comply with joint sealant manufacturer's written instructions and the following requirements:
 - 1. Remove all foreign material from joint substrates that could interfere with adhesion of joint sealant, including dust, paints (except for permanent, protective coatings tested and approved for sealant adhesion and compatibility by sealant manufacturer), old joint sealants, oil, grease, waterproofing, water repellents, water, surface dirt, and frost.
 - 2. Clean porous joint substrate surfaces by brushing, grinding, blast cleaning, mechanical abrading, or a combination of these methods to produce a clean, sound substrate capable of developing optimum bond with joint sealants. Remove loose particles remaining from above cleaning operations by vacuuming or blowing out joints with oil-free compressed air. Porous joint surfaces include the following:
 - a. Masonry.
 - 3. Clean nonporous surfaces with chemical cleaners or other means that do not stain, harm substrates, or leave residues capable of interfering with adhesion of joint sealants.

- B. Joint Priming: Prime joint substrates where recommended in writing by joint sealant manufacturer, based on preconstruction joint-sealant-substrate tests or prior experience. Apply primer to comply with joint sealant manufacturer's written instructions. Confine primers to areas of joint-sealant bond; do not allow spillage or migration onto adjoining surfaces.
- C. Masking Tape: Use masking tape where required to prevent contact of sealant with adjoining surfaces that otherwise would be permanently stained or damaged by such contact or by cleaning methods required to remove sealant smears. Remove tape immediately after tooling without disturbing joint seal.

3.3 INSTALLATION OF JOINT SEALANTS

- A. General: Comply with joint sealant manufacturer's written installation instructions for products and applications indicated, unless more stringent requirements apply.
- B. Sealant Installation Standard: Comply with recommendations of ASTM C 1193 for use of joint sealants as applicable to materials, applications, and conditions indicated.
- C. Install sealant backings to support sealants during application and at position required to produce cross-sectional shapes and depths of installed sealants relative to joint widths that allow optimum sealant movement capability.
 - 1. Do not leave gaps between ends of sealant backings.
 - 2. Do not stretch, twist, puncture, or tear sealant backings.
 - 3. Remove absorbent sealant backings that have become wet before sealant application and replace them with dry materials.
- D. Install bond-breaker tape behind sealants where sealant backings are not used between sealants and back of joints.
- E. Install sealants by proven techniques to comply with the following and at the same time backings are installed:
 - 1. Place sealants so they directly contact and fully wet joint substrates.
 - 2. Completely fill recesses provided for each joint configuration.
 - 3. Produce uniform, cross-sectional shapes and depths relative to joint widths that allow optimum sealant movement capability.
- F. Tooling of Nonsag Sealants: Immediately after sealant application and before skinning or curing begins, tool sealants according to requirements specified below to form smooth, uniform beads of configuration indicated; to eliminate air pockets; and to ensure contact and adhesion of sealant with sides of joint.
 - 1. Remove excess sealants from surfaces adjacent to joint.
 - 2. Use tooling agents that are approved in writing by sealant manufacturer and that do not discolor sealants or adjacent surfaces.
 - 3. Provide concave joint configuration per Figure 5A in ASTM C 1193, unless otherwise indicated.
 - 4. Provide flush joint configuration, per Figure 5B in ASTM C 1193, where indicated.

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5. Provide recessed joint configuration, per Figure 5C in ASTM C 1193, of recess depth and at locations indicated.
 - a. Use masking tape to protect adjacent surfaces of recessed tooled joints.

3.4 CLEANING

- A. Clean off excess sealants or sealant smears adjacent to joints as the Work progresses by methods and with cleaning materials approved in writing by manufacturers of joint sealants and of products in which joints occur.

3.5 PROTECTION

- A. Protect joint sealants during and after curing period from contact with contaminating substances and from damage resulting from construction operations or other causes so sealants are without deterioration or damage at time of Substantial Completion. If, despite such protection, damage or deterioration occurs, cut out and remove damaged or deteriorated joint sealants immediately so installations with repaired areas are indistinguishable from the original work.

END OF SECTION 07920

SECTION 09900 - PAINTING

PART 1) - GENERAL

a) RELATED DOCUMENTS

- i) Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

b) SUMMARY

- i) This Section includes surface preparation, painting, and finishing of exposed interior and exterior items and surfaces.
- ii) Paint exposed surfaces whether or not colors are designated in schedules, except where a surface or material is specifically indicated not to be painted or is to remain natural. Where an item or surface is not specifically mentioned, paint the same as similar adjacent materials or surfaces. If color or finish is not designated, the Architect will select from standard colors or finishes available.
- iii) Painting is not required on prefinished items, finished metal surfaces, concealed surfaces, operating parts, and labels.
 - (1) Labels: Do not paint over Underwriters Laboratories, Factory Mutual or other code-required labels or equipment name, identification, performance rating, or nomenclature plates.

c) QUALITY ASSURANCE

- i) Applicator Qualifications: Engage an experienced applicator who has completed painting system applications similar in material and extent to those indicated for the Project that have resulted in a construction record of successful in-service performance.
- ii) Single-Source Responsibility: Provide primers and undercoat paint produced by the same manufacturer as the finish coats.

d) DELIVERY, STORAGE, AND HANDLING

- i) Deliver materials to the job site in the manufacturer's original, unopened packages and containers bearing manufacturer's name and label, and the following information:

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- (1) Product name or title of material.
 - (2) Thinning instructions.
 - (3) Application instructions.
 - (4) Color name and number.
- ii) Store materials not in use in tightly covered containers in a well-ventilated area at a minimum ambient temperature of 45 deg F (7 deg C). Maintain containers used in storage in a clean condition, free of foreign materials and residue.
- (1) Protect from freezing. Keep storage area neat and orderly. Remove oily rags and waste daily. Take necessary measures to ensure that workers and work areas are protected from fire and health hazards resulting from handling, mixing, and application.
- e) JOB CONDITIONS
- i) Apply water-based paints only when the temperature of surfaces to be painted and surrounding air temperatures are between 50 deg F (10 deg C) and 90 deg F (32 deg C).
- ii) Apply solvent-thinned paints only when the temperature of surfaces to be painted and surrounding air temperatures are between 45 deg F (7 deg C) and 95 deg F (35 deg C).
- iii) Do not apply paint in snow, rain, fog, or mist; or when the relative humidity exceeds 85 percent; or at temperatures less than 5 deg F (3 deg C) above the dew point; or to damp or wet surfaces.
- (1) Painting may continue during inclement weather if surfaces and areas to be painted are enclosed and heated within temperature limits specified by the manufacturer during application and drying periods.

PART 2) - PRODUCTS

a) MANUFACTURERS

- i) Manufacturer: Subject to compliance with requirements, provide products of one of the following, or equal:
- (1) Benjamin Moore & Co. (Benjamin Moore).
 - (2) PPG Industries, Inc. (Pittsburgh Paints).
 - (3) Sherwin-Williams Co. (Sherwin-Williams)

Interior - Oil Primer and Latex Eggshell, colors to match existing colors and Munsel color sheets as provided by the architect.

Exterior - Oil primer and Latex Satin, colors to match existing colors and Munsel color sheets as provided by the architect.

b) PAINT MATERIALS, GENERAL

- i) Material Compatibility: Provide block fillers, primers, finish coat materials, and related materials that are compatible with one another and the substrates indicated under conditions of service and application, as demonstrated by the manufacturer based on testing and field experience.

c) PRIMERS

- i) Primers: Provide the manufacturer's recommended factory-formulated primers that are compatible with the substrate and finish coats indicated.

d) EXTERIOR FINISH PAINT MATERIAL

- i) Finish Paint: Provide the manufacturer's recommended factory-formulated finish-coat materials that are compatible with the substrate and undercoats indicated.

e) INTERIOR FINISH PAINT MATERIAL

- i) Finish Paint: Provide the manufacturer's recommended factory-formulated finish-coat materials that are compatible with the substrate and undercoats indicated.

f) MISCELLANEOUS WOOD-FINISHING MATERIALS

- i) Wood-Finishing Materials: Provide the manufacturer's recommended factory-formulated, wood-finishing materials that are compatible with the substrate and undercoats indicated.

PART 3) - EXECUTION

a) EXAMINATION

- i) Examine substrates and conditions under which painting will be performed for compliance with paint application requirements. Surfaces receiving paint must be thoroughly dry before paint is applied.
 - (1) Do not begin to apply paint until unsatisfactory conditions have been corrected.
 - (2) Start of painting will be construed as the Applicator's acceptance of surfaces and conditions within a particular area.
 - (3) Notify the Architect about anticipated problems using the materials specified over substrates primed by others.

b) PREPARATION

- i) General: Remove hardware and hardware accessories, plates, machined surfaces, lighting fixtures, and similar items already installed that are not to be painted, or provide

surface-applied protection prior to surface preparation and painting. Remove these items, if necessary, to completely paint the items and adjacent surfaces. Following completion of painting operations in each space or area, have items reinstalled by workers skilled in the trades involved.

- ii) **Cleaning:** Before applying paint or other surface treatments, clean the substrates of substances that could impair the bond of the various coatings. Remove oil and grease prior to cleaning. Schedule cleaning and painting so dust and other contaminants from the cleaning process will not fall on wet, newly painted surfaces.
- iii) **Surface Preparation:** Clean and prepare surfaces to be painted according to the manufacturer's instructions for each particular substrate condition and as specified.
- iv) **Materials Preparation:** Carefully mix and prepare paint materials according to manufacturer's directions.
 - (1) Maintain containers used in mixing and applying paint in a clean condition, free of foreign materials and residue.
 - (2) Stir material before application to produce a mixture of uniform density; stir as required during application. Do not stir surface film into material. Remove film and, if necessary, strain material before using.
 - (3) Use only thinners approved by the paint manufacturer and only within recommended limits.

E: Removal of Existing Chalking and Paint:

- 1. Clean chalking with a solution of ½ cup household detergent to one gallon water, using a medium soft bristle brush. After removal of chalk, rinse surface with a direct stream of water from the nozzle of a garden hose. Allow surface to dry thoroughly before painting. Do not allow chalking to re-occur.
- 2. Areas where paint was removed or where existing paint shows crazing, wrinkling and intercoat peeling shall be scraped, sanded and shall have edges feathered.
- 3. Remove existing paint to the next sound layer using the following method:
 - a. With a putty knife use a pushing motion going under the paint and working from an area of loose paint toward the edge where the paint is still firmly adhered, "beveling" the remaining layers so that a smooth transition is made between damaged and undamaged areas.
 - b. With a paint scraper use a pulling motion raking damaged areas of paint away.
 - c. Use both tools with care to properly prepare the surface and to avoid gouging to wood.
 - d. After manually removing the damaged layer or layers by scraping, smooth

the uneven surface by hand-sanding prior to repainting. All sanding shall be done with the grain. Take precautions against lead dust, eye damage; dispose of lead paint residue properly.

c) APPLICATION

- i) General: Apply primer and paint according to manufacturer's directions. Use applicators and techniques best suited for substrate and type of material being applied.
- ii) Do not paint over dirt, rust, scale, grease, moisture, scuffed surfaces, or conditions detrimental to formation of a durable paint film.
 - (1) Provide finish coats that are compatible with primers used.
 - (2) The number of coats and the film thickness required are the same regardless of the application method. Do not apply succeeding coats until the previous coat has cured as recommended by the manufacturer. Sand between applications where sanding is required to produce a smooth even surface according to the manufacturer's directions.
 - (3) Apply additional coats if undercoats, stains, or other conditions show through final coat of paint until paint film is of uniform finish, color, and appearance. Give special attention to ensure that surfaces, including edges, corners, crevices, welds, and exposed fasteners, receive a dry film thickness equivalent to that of flat surfaces.
 - (4) Paint surfaces behind movable equipment and furniture the same as similar exposed surfaces. Before the final installation of equipment, paint surfaces behind permanently fixed equipment or furniture with prime coat only.
 - (5) Paint back sides of access panels and removable or hinged covers to match exposed surfaces.
 - (6) Finish exterior doors on tops, bottoms, and side edges same as exterior faces.
 - (7) Sand lightly between each succeeding enamel or varnish coat.
 - (8) Omit primer on metal surfaces that have been shop-primed and touch-up painted.
- iii) Scheduling Painting: Apply first coat to surfaces that have been cleaned, pretreated, or otherwise prepared for painting as soon as practicable after preparation and before subsequent surface deterioration.
 - (1) Allow sufficient time between successive coats to permit proper drying. Do not recoat until paint has dried to where it feels firm, does not deform or feel sticky under moderate thumb pressure, and where application of another coat of paint does not cause the undercoat to lift or lose adhesion.
- iv) Application Procedures: Apply paints and coatings by brush best suited for the material applied.
- v) Minimum Coating Thickness: Apply materials no thinner than the

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manufacturer's recommended spreading rate. Provide the total dry film thickness of the entire system as recommended by the manufacturer.

- vi) Prime Coats: Before applying finish coats, apply a prime coat of material, as recommended by the manufacturer, to material that is required to be painted or finished and that has not been prime-coated by others. Recoat primed and sealed surfaces where evidence of suction spots or unsealed areas in first coat appears, to ensure a finish coat with no burn-through or other defects due to insufficient sealing.
- vii) Completed Work: Match approved samples for color, texture, and coverage. Remove, refinish, or repaint work not complying with specified requirements.

d) CLEANING

- i) Cleanup: At the end of each work day, remove empty cans, rags, rubbish, and other discarded paint materials from the site.
 - (1) After completing painting, clean glass and paint-spattered surfaces. Remove spattered paint by washing and scraping. Be careful not to scratch or damage adjacent finished surfaces.

e) PROTECTION

- i) Protect work of other trades, whether being painted or not, against damage by painting. Correct damage by cleaning, repairing or replacing, and repainting, as acceptable to Architect.
 - (1) At completion of construction activities of other trades, touch up and restore damaged or defaced painted surfaces.

END OF SECTION 09900



U.S. Department of the Interior
National Park Service
Cultural Resources
Heritage Preservation Services

Preservation Briefs: 9

The Repair of Historic Wooden Windows

John H. Myers

The windows on many historic buildings are an important aspect of the architectural character of those buildings. Their design, craftsmanship, or other qualities may make them worthy of preservation. This is self-evident for ornamental windows, but it can be equally true for warehouses or factories where the windows may be the most dominant visual element of an otherwise plain building (see figure 1). Evaluating the significance of these windows and planning for their repair or replacement can be a complex process involving both objective and subjective considerations. The *Secretary of the Interior's Standards for Rehabilitation*, and the accompanying guidelines, call for respecting the significance of original materials and features, repairing and retaining them wherever possible, and when necessary, replacing them in kind. This Brief is based on the issues of significance and repair which are implicit in the standards, but the primary emphasis is on the technical issues of planning for the repair of windows including evaluation of their physical condition, techniques of repair, and design considerations when replacement is necessary.

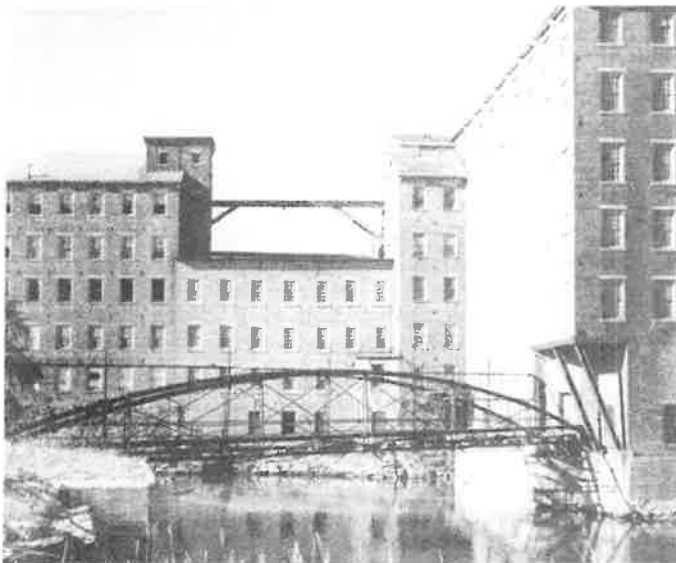


Figure 1. Windows are frequently important visual focal points, especially on simple facades such as this mill building. Replacement of the multi-pane windows here with larger panes could dramatically change the appearance of the building. The areas of missing windows convey the impression of such a change. Photo: John T. Lowe

Much of the technical section presents repair techniques as an instructional guide for the do-it-yourselfer. The information will be useful, however, for the architect, contractor, or developer on large-scale projects. It presents a methodology for approaching the evaluation and repair of existing windows, and considerations for replacement, from which the professional can develop alternatives and specify appropriate materials and procedures.

Architectural or Historical Significance

Evaluating the architectural or historical significance of windows is the first step in planning for window treatments, and a general understanding of the function and history of windows is vital to making a proper evaluation. As a part of this evaluation, one must consider four basic window functions: admitting light to the interior spaces, providing fresh air and ventilation to the interior, providing a visual link to the outside world, and enhancing the appearance of a building. No single factor can be disregarded when planning window treatments; for example, attempting to conserve energy by closing up or reducing the size of window openings may result in the use of more energy by increasing electric lighting loads and decreasing passive solar heat gains.

Historically, the first windows in early American houses were casement windows; that is, they were hinged at the side and opened outward. In the beginning of the eighteenth century single- and double-hung windows were introduced. Subsequently many styles of these vertical sliding sash windows have come to be associated with specific building periods or architectural styles, and this is an important consideration in determining the significance of windows, especially on a local or regional basis. Site-specific, regionally oriented architectural comparisons should be made to determine the significance of windows in question. Although such comparisons may focus on specific window types and their details, the ultimate determination of significance should be made within the context of the whole building, wherein the windows are one architectural element (see figure 2).

After all of the factors have been evaluated, windows should be considered significant to a building if they: 1) are original, 2) reflect the original design intent for the building, 3) reflect period or regional styles or building practices, 4) reflect changes to the building resulting from major periods or events, or 5) are examples of exceptional craftsmanship or design. Once this evaluation of significance has been completed, it is possible to pro-

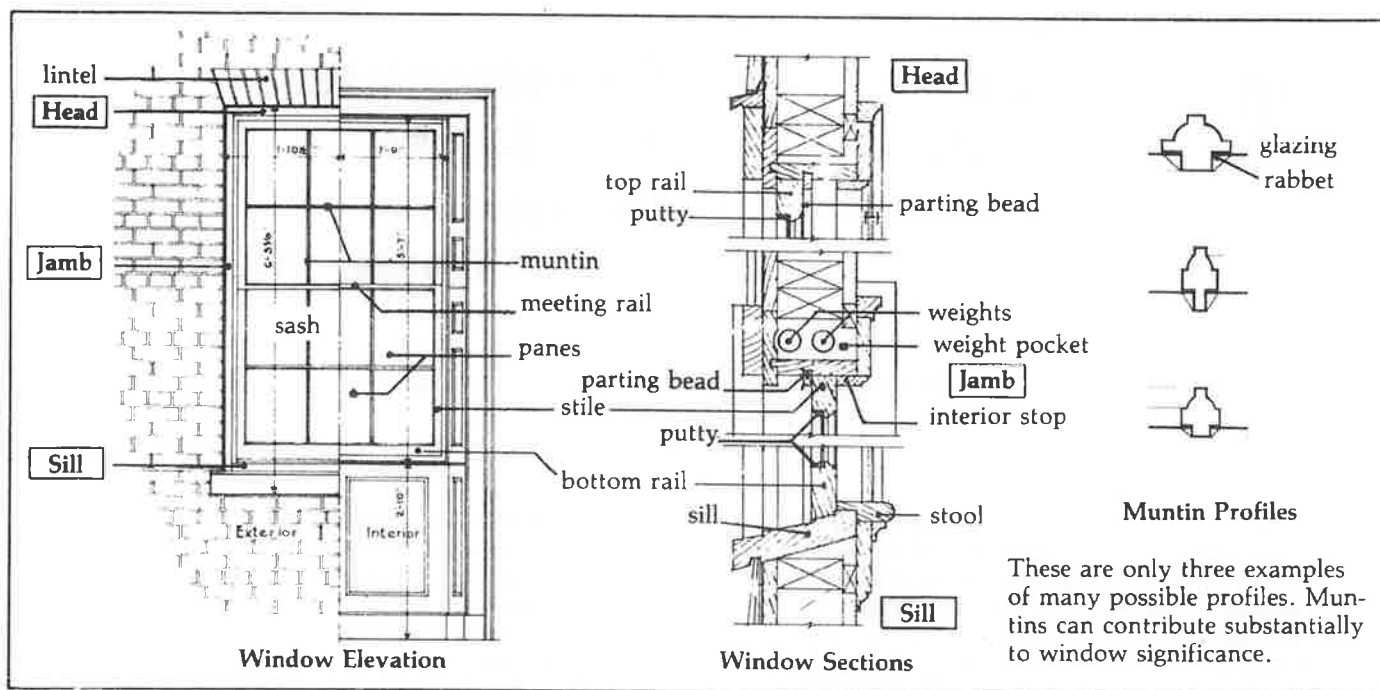


Figure 2. These drawings of window details identify major components, terminology, and installation details for a wooden double-hung window.

ceed with planning appropriate treatments, beginning with an investigation of the physical condition of the windows.

Physical Evaluation

The key to successful planning for window treatments is a careful evaluation of existing physical conditions on a unit-by-unit basis. A graphic or photographic system may be devised to record existing conditions and illustrate the scope of any necessary repairs. Another effective tool is a window schedule which lists all of the parts of each window unit. Spaces by each part allow notes on existing conditions and repair instructions. When such a schedule is completed, it indicates the precise tasks to be performed in the repair of each unit and becomes a part of the specifications. In any evaluation, one should note at a minimum, 1) window location, 2) condition of the paint, 3) condition of the frame and sill, 4) condition of the sash (rails, stiles and muntins), 5) glazing problems, 6) hardware, and 7) the overall condition of the window (excellent, fair, poor, and so forth).

Many factors such as poor design, moisture, vandalism, insect attack, and lack of maintenance can contribute to window deterioration, but moisture is the primary contributing factor in wooden window decay. All window units should be inspected to see if water is entering around the edges of the frame and, if so, the joints or seams should be caulked to eliminate this danger. The glazing putty should be checked for cracked, loose, or missing sections which allow water to saturate the wood, especially at the joints. The back putty on the interior side of the pane should also be inspected, because it creates a seal which prevents condensation from running down into the joinery. The sill should be examined to insure that it slopes downward away from the building and allows water to drain off. In addition, it may be advisable to cut a dripline along the underside of the sill. This almost invisible treatment will insure proper water run-off, particu-

larly if the bottom of the sill is flat. Any conditions, including poor original design, which permit water to come in contact with the wood or to puddle on the sill must be corrected as they contribute to deterioration of the window.

One clue to the location of areas of excessive moisture is the condition of the paint; therefore, each window should be examined for areas of paint failure. Since excessive moisture is detrimental to the paint bond, areas of paint blistering, cracking, flaking, and peeling usually identify points of water penetration, moisture saturation, and potential deterioration. Failure of the paint should not, however, be mistakenly interpreted as a sign that the wood is in poor condition and hence, irreparable. Wood is frequently in sound physical condition beneath unsightly paint. After noting areas of paint failure, the next step is to inspect the condition of the wood, particularly at the points identified during the paint examination.

Each window should be examined for operational soundness beginning with the lower portions of the frame and sash. Exterior rainwater and interior condensation can flow downward along the window, entering and collecting at points where the flow is blocked. The sill, joints between the sill and jamb, corners of the bottom rails and muntin joints are typical points where water collects and deterioration begins (see figure 3). The operation of the window (continuous opening and closing over the years and seasonal temperature changes) weakens the joints, causing movement and slight separation. This process makes the joints more vulnerable to water which is readily absorbed into the end-grain of the wood. If severe deterioration exists in these areas, it will usually be apparent on visual inspection, but other less severely deteriorated areas of the wood may be tested by two traditional methods using a small ice pick.

An ice pick or an awl may be used to test wood for soundness. The technique is simply to jab the pick into a wetted wood surface at an angle and pry up a small sec-

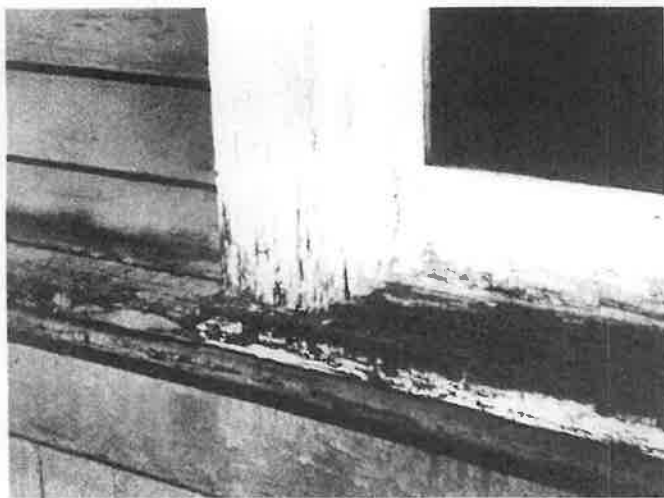


Figure 3. Deterioration of poorly maintained windows usually begins on horizontal surfaces and at joints where water can collect and saturate the wood. The problem areas are clearly indicated by paint failure due to moisture. Photo: Baird M. Smith, AIA

tion of the wood. Sound wood will separate in long fibrous splinters, but decayed wood will lift up in short irregular pieces due to the breakdown of fiber strength.

Another method of testing for soundness consists of pushing a sharp object into the wood, perpendicular to the surface. If deterioration has begun from the hidden side of a member and the core is badly decayed, the visible surface may appear to be sound wood. Pressure on the probe can force it through an apparently sound skin to penetrate deeply into decayed wood. This technique is especially useful for checking sills where visual access to the underside is restricted.

Following the inspection and analysis of the results, the scope of the necessary repairs will be evident and a plan for the rehabilitation can be formulated. Generally the actions necessary to return a window to "like new" condition will fall into three broad categories: 1) routine maintenance procedures, 2) structural stabilization, and 3) parts replacement. These categories will be discussed in the following sections and will be referred to respectively as Repair Class I, Repair Class II, and Repair Class III. Each successive repair class represents an increasing level of difficulty, expense, and work time. Note that most of the points mentioned in Repair Class I are routine maintenance items and should be provided in a regular maintenance program for any building. The neglect of these routine items can contribute to many common window problems.

Before undertaking any of the repairs mentioned in the following sections all sources of moisture penetration should be identified and eliminated, and all existing decay fungi destroyed in order to arrest the deterioration process. Many commercially available fungicides and wood preservatives are toxic, so it is extremely important to follow the manufacturer's recommendations for application, and store all chemical materials away from children and animals. After fungicidal and preservative treatment the windows may be stabilized, retained, and restored with every expectation for a long service life.

Repair Class I: Routine Maintenance

Repairs to wooden windows are usually labor intensive and relatively uncomplicated. On small scale projects this

allows the do-it-yourselfer to save money by repairing all or part of the windows. On larger projects it presents the opportunity for time and money which might otherwise be spent on the removal and replacement of existing windows, to be spent on repairs, subsequently saving all or part of the material cost of new window units. Regardless of the actual costs, or who performs the work, the evaluation process described earlier will provide the knowledge from which to specify an appropriate work program, establish the work element priorities, and identify the level of skill needed by the labor force.

The routine maintenance required to upgrade a window to "like new" condition normally includes the following steps: 1) some degree of interior and exterior paint removal, 2) removal and repair of sash (including reglazing where necessary), 3) repairs to the frame, 4) weatherstripping and reinstallation of the sash, and 5) repainting. These operations are illustrated for a typical double-hung wooden window (see figures 4a-f), but they may be adapted to other window types and styles as applicable.

Historic windows have usually acquired many layers of paint over time. Removal of excess layers or peeling and flaking paint will facilitate operation of the window and restore the clarity of the original detailing. Some degree of paint removal is also necessary as a first step in the proper surface preparation for subsequent refinishing (if paint color analysis is desired, it should be conducted prior to the onset of the paint removal). There are several safe and effective techniques for removing paint from wood, depending on the amount of paint to be removed. Several techniques such as scraping, chemical stripping, and the use of a hot air gun are discussed in "Preservation Briefs: 10 Paint Removal from Historic Woodwork" (see Additional Reading section at end).

Paint removal should begin on the interior frames, being careful to remove the paint from the interior stop and the parting bead, particularly along the seam where these stops meet the jamb. This can be accomplished by running a utility knife along the length of the seam, breaking the paint bond. It will then be much easier to remove the stop, the parting bead and the sash. The interior stop may be initially loosened from the sash side to avoid visible scarring of the wood and then gradually pried loose using a pair of putty knives, working up and down the stop in small increments (see figure 4b). With the stop removed, the lower or interior sash may be withdrawn. The sash cords should be detached from the sides of the sash and their ends may be pinned with a nail or tied in a knot to prevent them from falling into the weight pocket.

Removal of the upper sash on double-hung units is similar but the parting bead which holds it in place is set into a groove in the center of the stile and is thinner and more delicate than the interior stop. After removing any paint along the seam, the parting bead should be carefully pried out and worked free in the same manner as the interior stop. The upper sash can be removed in the same manner as the lower one and both sash taken to a convenient work area (in order to remove the sash the interior stop and parting bead need only be removed from one side of the window). Window openings can be covered with polyethylene sheets or plywood sheathing while the sash are out for repair.

The sash can be stripped of paint using appropriate techniques, but if any heat treatment is used (see figure 4c), the glass should be removed or protected from the sudden temperature change which can cause breakage. An

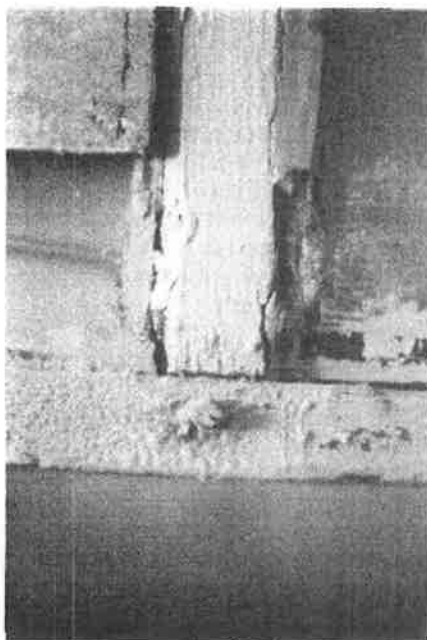


Figure 4a. The following series of photographs of the repair of a historic double-hung window use a unit which is structurally sound but has many layers of paint, some cracked and missing putty, slight separation at the joints, broken sash cords, and one cracked pane. Photo: John H. Myers



Figure 4b. After removing paint from the seam between the interior stop and the jamb, the stop can be pried out and gradually worked loose using a pair of putty knives as shown. To avoid visible scarring of the wood, the sash can be raised and the stop pried loose initially from the outer side. Photo: John H. Myers

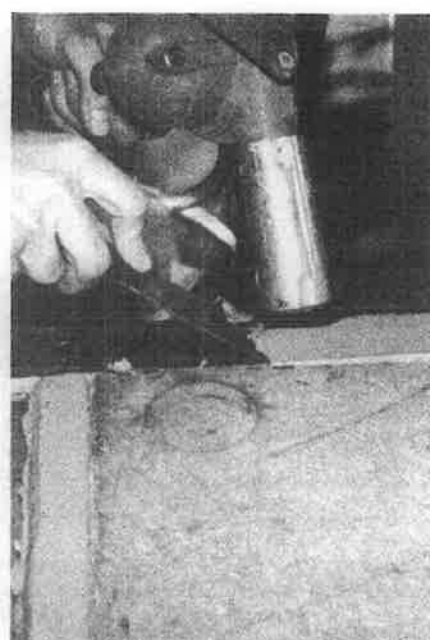


Figure 4c. Sash can be removed and repaired in a convenient work area. Paint is being removed from this sash with a hot air gun while an asbestos sheet protects the glass from sudden temperature change. Photo: John H. Myers

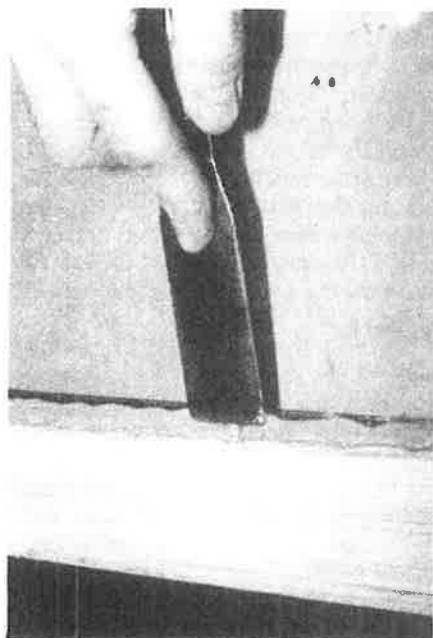


Figure 4d. Reglazing or replacement of the putty requires that the existing putty be removed manually, the glazing points be extracted, the glass removed, and the back putty scraped out. To reglaze, a bed of putty is laid around the perimeter of the rabbet, the pane is pressed into place, glazing points are inserted to hold the pane (shown), and a final seal of putty is beveled around the edge of the glass. Photo: John H. Myers



Figure 4e. A common repair is the replacement of broken sash cords with new cords (shown) or with chains. The weight pocket is often accessible through a removable plate in the jamb, or by removing the interior trim. Photo: John H. Myers



Figure 4f. Following the relatively simple repairs, the window is weathertight, like new in appearance, and serviceable for many years to come. Both the historic material and the detailing and craftsmanship of this original window have been preserved. Photo: John H. Myers

overlay of aluminum foil on gypsum board or asbestos can protect the glass from such rapid temperature change. It is important to protect the glass because it may be historic and often adds character to the window. Deteriorated putty should be removed manually, taking care not to damage the wood along the rabbet. If the glass is to be removed, the glazing points which hold the glass in place can be extracted and the panes numbered and removed for cleaning and reuse in the same openings. With the glass panes out, the remaining putty can be removed and the sash can be sanded, patched, and primed with a preservative primer. Hardened putty in the rabbets may be softened by heating with a soldering iron at the point of removal. Putty remaining on the glass may be softened by soaking the panes in linseed oil, and then removed with less risk of breaking the glass. Before reinstalling the glass, a bead of glazing compound or linseed oil putty should be laid around the rabbet to cushion and seal the glass. Glazing compound should only be used on wood which has been brushed with linseed oil and primed with an oil based primer or paint. The pane is then pressed into place and the glazing points are pushed into the wood around the perimeter of the pane (see figure 4d). The final glazing compound or putty is applied and beveled to complete the seal. The sash can be refinished as desired on the inside and painted on the outside as soon as a "skin" has formed on the putty, usually in 2 or 3 days. Exterior paint should cover the beveled glazing compound or putty and lap over onto the glass slightly to complete a weathertight seal. After the proper curing times have elapsed for paint and putty, the sash will be ready for reinstallation.

While the sash are out of the frame, the condition of the wood in the jamb and sill can be evaluated. Repair and refinishing of the frame may proceed concurrently with repairs to the sash, taking advantage of the curing times for the paints and putty used on the sash. One of the most common work items is the replacement of the sash cords with new rope cords or with chains (see figure 4e). The weight pocket is frequently accessible through a door on the face of the frame near the sill, but if no door exists, the trim on the interior face may be removed for access. Sash weights may be increased for easier window operation by elderly or handicapped persons. Additional repairs to the frame and sash may include consolidation or replacement of deteriorated wood. Techniques for these repairs are discussed in the following sections.

The operations just discussed summarize the efforts necessary to restore a window with minor deterioration to "like new" condition (see figure 4f). The techniques can be applied by an unskilled person with minimal training and experience. To demonstrate the practicality of this approach, and photograph it, a Technical Preservation Services staff member repaired a wooden double-hung, two over two window which had been in service over ninety years. The wood was structurally sound but the window had one broken pane, many layers of paint, broken sash cords and inadequate, worn-out weatherstripping. The staff member found that the frame could be stripped of paint and the sash removed quite easily. Paint, putty and glass removal required about one hour for each sash, and the reglazing of both sash was accomplished in about one hour. Weatherstripping of the sash and frame, replacement of the sash cords and reinstallation of the sash, painting bead, and stop required an hour and a half. These times refer only to individual operations; the entire proc-

ess took several days due to the drying and curing times for putty, primer, and paint, however, work on other window units could have been in progress during these lag times.

Repair Class II: Stabilization

The preceding description of a window repair job focused on a unit which was operationally sound. Many windows will show some additional degree of physical deterioration, especially in the vulnerable areas mentioned earlier, but even badly damaged windows can be repaired using simple processes. Partially decayed wood can be waterproofed, patched, built-up, or consolidated and then painted to achieve a sound condition, good appearance, and greatly extended life. Three techniques for repairing partially decayed or weathered wood are discussed in this section, and all three can be accomplished using products available at most hardware stores.

One established technique for repairing wood which is split, checked or shows signs of rot, is to: 1) dry the wood, 2) treat decayed areas with a fungicide, 3) waterproof with two or three applications of boiled linseed oil (applications every 24 hours), 4) fill cracks and holes with putty, and 5) after a "skin" forms on the putty, paint the surface. Care should be taken with the use of fungicide which is toxic. Follow the manufacturers' directions and use only on areas which will be painted. When using any technique of building up or patching a flat surface, the finished surface should be sloped slightly to carry water away from the window and not allow it to puddle. Caulking of the joints between the sill and the jamb will help reduce further water penetration.

When sills or other members exhibit surface weathering they may also be built-up using wood putties or home-made mixtures such as sawdust and resorcinol glue, or whiting and varnish. These mixtures can be built up in successive layers, then sanded, primed, and painted. The same caution about proper slope for flat surfaces applies to this technique.

Wood may also be strengthened and stabilized by consolidation, using semi-rigid epoxies which saturate the porous decayed wood and then harden. The surface of the consolidated wood can then be filled with a semi-rigid epoxy patching compound, sanded and painted (see figure 5). Epoxy patching compounds can be used to build up

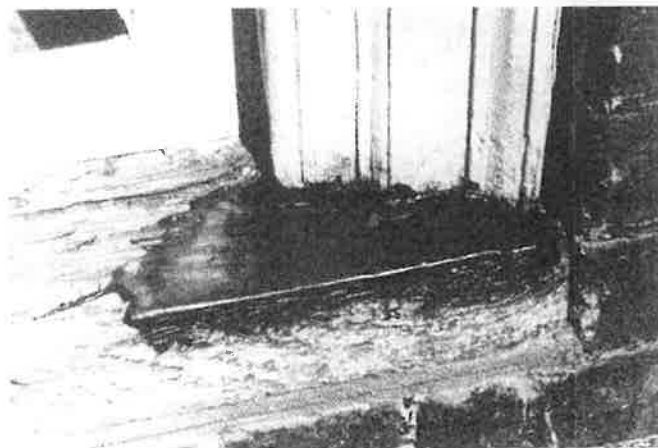


Figure 5. This illustrates a two-part epoxy patching compound used to fill the surface of a weathered sill and rebuild the missing edge. When the epoxy cures, it can be sanded smooth and painted to achieve a durable and waterproof repair. Photo: John H. Myers

missing sections or decayed ends of members. Profiles can be duplicated using hand molds, which are created by pressing a ball of patching compound over a sound section of the profile which has been rubbed with butcher's wax. This can be a very efficient technique where there are many typical repairs to be done. Technical Preservation Services has published *Epoxy for Wood Repairs in Historic Buildings* (see Additional Reading section at end), which discusses the theory and techniques of epoxy repairs. The process has been widely used and proven in marine applications; and proprietary products are available at hardware and marine supply stores. Although epoxy materials may be comparatively expensive, they hold the promise of being among the most durable and long lasting materials available for wood repair.

Any of the three techniques discussed can stabilize and restore the appearance of the window unit. There are times, however, when the degree of deterioration is so advanced that stabilization is impractical, and the only way to retain some of the original fabric is to replace damaged parts.

Repair Class III: Splices and Parts Replacement

When parts of the frame or sash are so badly deteriorated that they cannot be stabilized there are methods which permit the retention of some of the existing or original fabric. These methods involve replacing the deteriorated parts with new matching pieces, or splicing new wood into existing members. The techniques require more skill and are more expensive than any of the previously discussed alternatives. It is necessary to remove the sash and/or the affected parts of the frame and have a carpenter or woodworking mill reproduce the damaged or missing parts. Most millwork firms can duplicate parts, such as muntins, bottom rails, or sills, which can then be incorporated into the existing window, but it may be necessary to shop around because there are several factors controlling the practicality of this approach. Some woodworking mills do not like to repair old sash because nails or other foreign objects in the sash can damage expensive knives (which cost far more than their profits on small repair jobs); others do not have cutting knives to duplicate muntin profiles. Some firms prefer to concentrate on larger jobs with more profit potential, and some may not have a craftsman who can duplicate the parts. A little searching should locate a firm which will do the job, and at a reasonable price. If such a firm does not exist locally, there are firms which undertake this kind of repair and ship nationwide. It is possible, however, for the advanced do-it-yourselfer or craftsman with a table saw to duplicate moulding profiles using techniques discussed by Gordie Whittington in "Simplified Methods for Reproducing Wood Mouldings," *Bulletin of the Association for Preservation Technology*, Vol. III, No. 4, 1971, or illustrated more recently in *The Old House*, Time-Life Books, Alexandria, Virginia, 1979.

The repairs discussed in this section involve window frames which may be in very deteriorated condition, possibly requiring removal; therefore, caution is in order. The actual construction of wooden window frames and sash is not complicated. Pegged mortise and tenon units can be disassembled easily, if the units are out of the building. The installation or connection of some frames to the surrounding structure, especially masonry walls, can complicate the work immeasurably, and may even require

dismantling of the wall. It may be useful, therefore, to take the following approach to frame repair: 1) conduct regular maintenance of sound frames to achieve the longest life possible, 2) make necessary repairs in place wherever possible, using stabilization and splicing techniques, and 3) if removal is necessary, thoroughly investigate the structural detailing and seek appropriate professional consultation.

Another alternative may be considered if parts replacement is required, and that is sash replacement. If extensive replacement of parts is necessary and the job becomes prohibitively expensive it may be more practical to purchase new sash which can be installed into the existing frames. Such sash are available as exact custom reproductions, reasonable facsimiles (custom windows with similar profiles), and contemporary wooden sash which are similar in appearance. There are companies which still manufacture high quality wooden sash which would duplicate most historic sash. A few calls to local building suppliers may provide a source of appropriate replacement sash, but if not, check with local historical associations, the state historic preservation office, or preservation related magazines and supply catalogs for information.

If a rehabilitation project has a large number of windows such as a commercial building or an industrial complex, there may be less of a problem arriving at a solution. Once the evaluation of the windows is completed and the scope of the work is known, there may be a potential economy of scale. Woodworking mills may be interested in the work from a large project; new sash in volume may be considerably less expensive per unit; crews can be assembled and trained on site to perform all of the window repairs; and a few extensive repairs can be absorbed (without undue burden) into the total budget for a large number of sound windows. While it may be expensive for the average historic home owner to pay seventy dollars or more for a mill to grind a custom knife to duplicate four or five bad muntins, that cost becomes negligible on large commercial projects which may have several hundred windows.

Most windows should not require the extensive repairs discussed in this section. The ones which do are usually in buildings which have been abandoned for long periods or have totally lacked maintenance for years. It is necessary to thoroughly investigate the alternatives for windows which do require extensive repairs to arrive at a solution which retains historic significance and is also economically feasible. Even for projects requiring repairs identified in this section, if the percentage of parts replacement per window is low, or the number of windows requiring repair is small, repair can still be a cost effective solution.

Weatherization

A window which is repaired should be made as energy efficient as possible by the use of appropriate weatherstripping to reduce air infiltration. A wide variety of products are available to assist in this task. Felt may be fastened to the top, bottom, and meeting rails, but may have the disadvantage of absorbing and holding moisture, particularly at the bottom rail. Rolled vinyl strips may also be tacked into place in appropriate locations to reduce infiltration. Metal strips or new plastic spring strips may be used on the rails and, if space permits, in

the channels between the sash and jamb. Weatherstripping is a historic treatment, but old weatherstripping (felt) is not likely to perform very satisfactorily. Appropriate contemporary weatherstripping should be considered an integral part of the repair process for windows. The use of sash locks installed on the meeting rail will insure that the sash are kept tightly closed so that the weatherstripping will function more effectively to reduce infiltration.

Although such locks will not always be historically accurate, they will usually be viewed as an acceptable contemporary modification in the interest of improved thermal performance.

Many styles of storm windows are available to improve the thermal performance of existing windows. The use of exterior storm windows should be investigated whenever feasible because they are thermally efficient, cost-effective, reversible, and allow the retention of original windows (see "Preservation Briefs: 3"). Storm window frames may be made of wood, aluminum, vinyl, or plastic; however, the use of unfinished aluminum storms should be avoided. The visual impact of storms may be minimized by selecting colors which match existing trim color.

Arched top storms are available for windows with special shapes. Although interior storm windows appear to offer an attractive option for achieving double glazing with minimal visual impact, the potential for damaging condensation problems must be addressed. Moisture which becomes trapped between the layers of glazing can condense on the colder, outer prime window, potentially leading to deterioration. The correct approach to using interior storms is to create a seal on the interior storm while allowing some ventilation around the prime window. In actual practice, the creation of such a durable, airtight seal is difficult.

Window Replacement

Although the retention of original or existing windows is always desirable and this Brief is intended to encourage that goal, there is a point when the condition of a window may clearly indicate replacement. The decision process for selecting replacement windows should *not* begin with a survey of contemporary window products which are available as replacements, but should begin with a look at the windows which are being replaced. Attempt to understand the contribution of the window(s) to the appearance of the facade including: 1) the pattern of the openings and their size; 2) proportions of the frame and sash; 3) configuration of window panes; 4) muntin profiles; 5) type of wood; 6) paint color; 7) characteristics of the glass; and 8) associated details such as arched tops, hoods, or other decorative elements. Develop an understanding of how the window reflects the period, style, or regional characteristics of the building, or represents technological development.

Armed with an awareness of the significance of the existing window, begin to search for a replacement which retains as much of the character of the historic window as possible. There are many sources of suitable new windows. Continue looking until an acceptable replacement can be found. Check building supply firms, local wood-working mills, carpenters, preservation oriented magazines, or catalogs or suppliers of old building materials, for product information. Local historical associations and state historic preservation offices may be good sources of

information on products which have been used successfully in preservation projects.

Consider energy efficiency as one of the factors for replacements, but do not let it dominate the issue. Energy conservation is no excuse for the wholesale destruction of historic windows which can be made thermally efficient by historically and aesthetically acceptable means. In fact, a historic wooden window with a high quality storm window added should thermally outperform a new double-glazed metal window which does not have thermal breaks (insulation between the inner and outer frames intended to break the path of heat flow). This occurs because the wood has far better insulating value than the metal, and in addition many historic windows have high ratios of wood to glass, thus reducing the area of highest heat transfer. One measure of heat transfer is the U-value, the number of Btu's per hour transferred through a square foot of material. When comparing thermal performance, the lower the U-value the better the performance. According to *ASHRAE 1977 Fundamentals*, the U-values for single glazed wooden windows range from 0.88 to 0.99. The addition of a storm window should reduce these figures to a range of 0.44 to 0.49. A non-thermal break, double-glazed metal window has a U-value of about 0.6.

Conclusion

Technical Preservation Services recommends the retention and repair of original windows whenever possible. We believe that the repair and weatherization of existing wooden windows is more practical than most people realize, and that many windows are unfortunately replaced because of a lack of awareness of techniques for evaluation, repair, and weatherization. Wooden windows which are repaired and properly maintained will have greatly extended service lives while contributing to the historic character of the building. Thus, an important element of a building's significance will have been preserved for the future.

Additional Reading

- ASHRAE Handbook-1977 Fundamentals*. New York: American Society of Heating, Refrigerating and Air-conditioning Engineers, 1978 (chapter 26).
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10 PRESERVATION BRIEFS

Exterior Paint Problems on Historic Woodwork

Kay D. Weeks and David W. Look, AIA



U.S. Department of the Interior
National Park Service
Cultural Resources
Heritage Preservation Services



A cautionary approach to paint removal is included in the guidelines to "The Secretary of the Interior Standards for Historic Preservation Projects." Removing paints down to bare wood surfaces using harsh methods can permanently damage those surfaces; therefore such methods are not recommended. Also, total removal obliterates evidence of the historical paints and their sequence and architectural context.

This Brief expands on that advice for the architect, building manager, contractor, or homeowner by identifying and describing common types of paint surface conditions and failures, then recommending appropriate treatments for preparing exterior wood surfaces for repainting¹ to assure the best adhesion and greatest durability of the new paint. Although the Brief focuses on responsible methods of "paint removal," several paint surface conditions will be described which do not require any paint removal, and still others which can be successfully handled by limited paint removal. In all cases, the information is intended to address the concerns related to *exterior wood*. It will also be generally assumed that, because houses built before 1950 involve one or more layers of lead-base paint,² the majority of conditions warranting paint removal will mean dealing with this toxic substance along with the dangers of the paint removal tools and chemical strippers themselves.

Purposes of Exterior Paint

Paint³ applied to exterior wood must withstand yearly extremes of both temperature and humidity. While never expected to be more than a temporary physical shield—requiring re-application every 5-8 years—its importance should not be minimized. Because one of the main causes of wood deterioration is moisture penetration, a primary purpose for painting wood is to exclude such moisture, thereby slowing deterioration not only of a building's exterior siding and decorative features but, ultimately, its underlying structural members. Another important purpose for painting wood is, of course, to define and accent architectural features and to improve appearance.

Treating Paint Problems in Historic Buildings

Exterior paint is constantly deteriorating through the processes of weathering, but in a program of regular maintenance—assuming all other building systems are functioning properly—surfaces can be cleaned, lightly scraped, and hand sanded in preparation for a new finish coat. Unfortunately, these are ideal conditions. More often, complex maintenance problems are inherited by owners of

historic buildings, including areas of paint that have failed⁴ beyond the point of mere cleaning, scraping, and hand sanding (although much so-called "paint failure" is attributable to interior or exterior moisture problems or surface preparation and application mistakes with previous coats).

Although paint problems are by no means unique to historic buildings, treating multiple layers of hardened, brittle paint on complex, ornamental—and possibly fragile—exterior wood surfaces necessarily requires an extremely cautious approach (see figure 1). In the case of recent construction, this level of concern is not needed because the wood is generally less detailed and, in addition, retention of the sequence of paint layers as a partial record of the building's history is not an issue.

When historic buildings are involved, however, a special set of problems arises—varying in complexity depending upon their age, architectural style, historical importance, and physical soundness of the wood—which must be carefully evaluated so that decisions can be made that are sensitive to the longevity of the resource.

Justification for Paint Removal

At the outset of this Brief, it must be emphasized that removing paint from historic buildings—with the exception of cleaning, light scraping, and hand sanding as part of routine maintenance—should be avoided unless absolutely essential. *Once conditions warranting removal have*

¹ General paint type recommendations will be made, but paint color recommendations are beyond the scope of this Brief.

² Douglas R. Shier and William Hall, *Analysis of Housing Data Collected in a Lead-Based Paint Survey in Pittsburgh, Pennsylvania, Part 1*, National Bureau of Standards, Inter-Report 77-1250, May 1977.

³ Any pigmented liquid, liquefiable, or mastic composition designed for application to a substrate in a thin layer which is converted to an opaque solid film after application. *Paint and Coatings Dictionary*, 1978. Federation of Societies for Coatings and Technology.

⁴ For purposes of the Brief, this includes any area of painted exterior woodwork displaying signs of peeling, cracking, or alligatoring to bare wood. See descriptions of these and other paint surface conditions as well as recommended treatments on pp. 5-10.

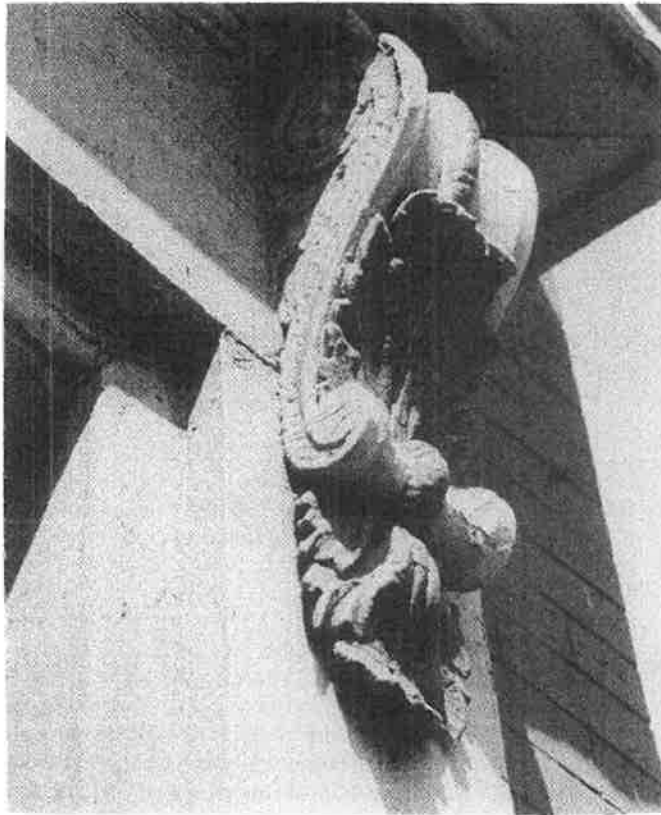


Fig. 1 Excessive paint build-up on architectural details such as this ornamental bracket does not in itself justify total paint removal. If paint is cracked and peeling down to bare wood, however, it should be removed using the gentlest means possible. Photo: David W. Look, AIA.

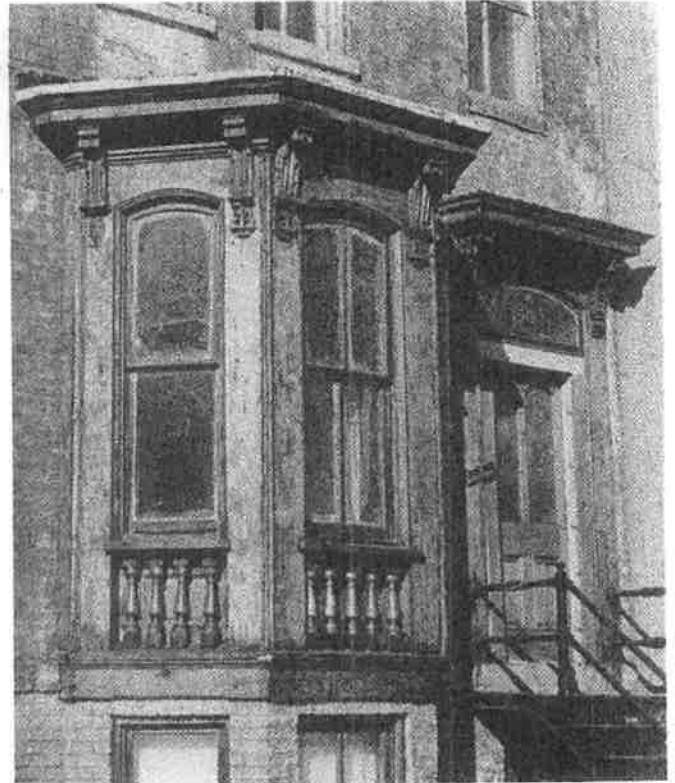


Fig. 2 A traditionally painted bay window has been stripped to bare wood, then varnished. In addition to being historically inaccurate, the varnish will break down faster as a result of the sun's ultraviolet rays than would primer and finish coats of paint. Photo: David W. Look, AIA.

been identified, the general approach should be to remove paint to the next sound layer using the gentlest means possible, then to repaint (see figure 2). Practically speaking as well, paint can adhere just as effectively to existing paint as to bare wood, providing the previous coats of paint are also adhering uniformly and tightly to the wood and the surface is properly prepared for repainting—cleaned of dirt and chalk and dulled by sanding. But, if painted exterior wood surfaces display continuous patterns of deep cracks or if they are extensively blistering and peeling so that bare wood is visible, then the old paint should be completely removed before repainting. The only other justification for removing all previous layers of paint is if doors, shutters, or windows have literally been "painted shut," or if new wood is being pieced-in adjacent to old painted wood and a smooth transition is desired (see figure 3).

Paint Removal Precautions

Because paint removal is a difficult and painstaking process, a number of costly, regrettable experiences have occurred—and continue to occur—for both the historic building and the building owner. Historic buildings have been set on fire with blow torches; wood irreversibly scarred by sandblasting or by harsh mechanical devices such as rotary sanders and rotary wire strippers; and layers of historic paint inadvertently and unnecessarily removed. In addition, property owners, using techniques that substitute speed for safety, have been injured by toxic lead vapors or dust from the paint they were trying to

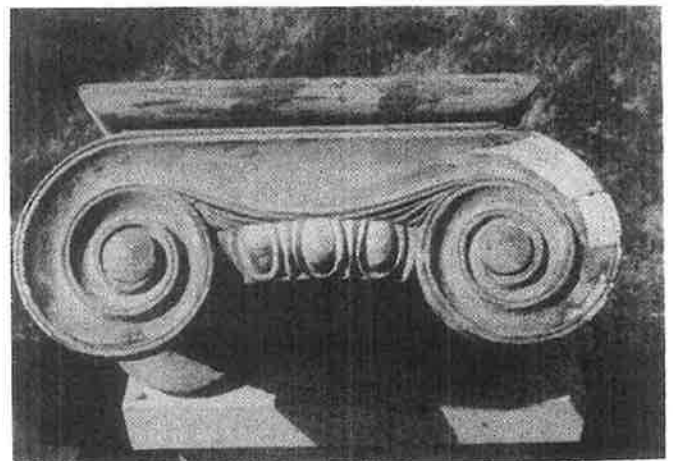


Fig. 3 If damage to parts of a wooden element is severe, new sections of wood will need to be pieced-in. When such piecing is required, paint on the adjacent woodwork should be removed so that the old and new woods will make a smooth profile when joined. After repainting, the repair should be virtually impossible to detect. Photo: Morgan W. Phillips.

remove or by misuse of the paint removers themselves.

Owners of historic properties considering paint removal should also be aware of the amount of time and labor involved. While removing damaged layers of paint from a door or porch railing might be readily accomplished within a reasonable period of time by one or two people, removing paint from larger areas of a building can, with-

out professional assistance, easily become unmanageable and produce less than satisfactory results. The amount of work involved in any paint removal project must therefore be analyzed on a case-by-case basis. Hiring qualified professionals will often be a cost-effective decision due to the expense of materials, the special equipment required, and the amount of time involved. Further, paint removal companies experienced in dealing with the inherent health and safety dangers of paint removal should have purchased such protective devices as are needed to mitigate any dangers and should also be aware of State or local environmental and/or health regulations for hazardous waste disposal.

All in all, paint removal is a messy, expensive, and potentially dangerous aspect of rehabilitating or restoring historic buildings and should not be undertaken without careful thought concerning first, its necessity, and second, which of the available recommended methods is the safest and most appropriate for the job at hand.

Repainting Historic Buildings for Cosmetic Reasons

If existing exterior paint on wood siding, eaves, window sills, sash, and shutters, doors, and decorative features shows no evidence of paint deterioration such as chalking, blistering, peeling, or cracking, then there is no *physical reason* to repaint, much less remove paint! Nor is color fading, of itself, sufficient justification to repaint a historic building.

The decision to repaint may not be based altogether on paint failure. Where there is a new owner, or even where ownership has remained constant through the years, taste in colors often changes. Therefore, if repainting is primarily to alter a building's primary and accent colors, a technical factor of paint accumulation should be taken into consideration. When paint builds up to a thickness of approximately 1/16" (approximately 16-30 layers), one or more extra coats of paint may be enough to trigger cracking and peeling in limited or even widespread areas of the building's surface. This results because excessively thick paint is less able to withstand the shrinkage or pull of an additional coat as it dries and is also less able to tolerate thermal stresses. Thick paint invariably fails at the weakest point of adhesion—the oldest layers next to the wood. Cracking and peeling follow. Therefore, if there are no signs of paint failure, it may be somewhat risky to add still another layer of unneeded paint simply for color's sake (extreme changes in color may also require more than one coat to provide proper hiding power and full color). When paint appears to be nearing the critical thickness, a change of accent colors (that is, just to limited portions of the trim) might be an acceptable compromise without chancing cracking and peeling of paint on wooden siding.

If the decision to repaint is nonetheless made, the "new" color or colors should, at a minimum, be appropriate to the style and setting of the building. On the other hand, where the intent is to restore or accurately reproduce the colors originally used or those from a significant period in the building's evolution, they should be based on the results of a paint analysis.⁵

Identification of Exterior Paint Surface Conditions/Recommended Treatments

It is assumed that a preliminary check will already have been made to determine, first, that the painted exterior surfaces are indeed wood—and not stucco, metal, or other wood substitutes—and second, that the wood has not decayed so that repainting would be superfluous. For example, if any area of bare wood such as window sills has been exposed for a long period of time to standing water, wood rot is a strong possibility (see figure 4). Repair or replacement of deteriorated wood should take place before repainting. After these two basic issues have been resolved, the surface condition identification process may commence.

The historic building will undoubtedly exhibit a variety of exterior paint surface conditions. For example, paint on the wooden siding and doors may be adhering firmly; paint on the eaves peeling; and paint on the porch balusters and window sills cracking and alligatoring. The accurate identification of each paint problem is therefore the first step in planning an appropriate overall solution.

Paint surface conditions can be grouped according to their relative severity: CLASS I conditions include minor blemishes or dirt collection and generally require *no* paint removal; CLASS II conditions include failure of the top layer or layers of paint and generally require *limited* paint removal; and CLASS III conditions include substantial or multiple-layer failure and generally require *total* paint removal. It is precisely because conditions will vary at different points on the building that a careful inspection is critical. Each item of painted exterior woodwork (i.e., siding, doors, windows, eaves, shutters, and decorative elements) should be examined early in the planning phase and surface conditions noted.

CLASS I Exterior Surface Conditions Generally Requiring No Paint Removal

- Dirt, Soot, Pollution, Cobwebs, Insect Cocoons, etc.

Cause of Condition

Environmental "grime" or organic matter that tends to cling to painted exterior surfaces and, in particular, protected surfaces such as eaves, do not constitute a paint problem unless painted over rather than removed prior to repainting. If not removed, the surface deposits can be a barrier to proper adhesion and cause peeling.

Recommended Treatment

Most surface matter can be loosened by a strong, direct stream of water from the nozzle of a garden hose. Stubborn dirt and soot will need to be scrubbed off using ½ cup of household detergent in a gallon of water with a medium soft bristle brush. The cleaned surface should then be rinsed thoroughly, and permitted to dry before further inspection to determine if repainting is necessary. Quite often, cleaning provides a satisfactory enough result to postpone repainting.

⁵ See the Reading List for paint research and documentation information. See also *The Secretary of the Interior's Standards for Historic Preservation Projects with Guidelines for Applying the Standards* for recommended approaches on paints and finishes within various types of project work treatments.

- **Mildew**

Cause of Condition

Mildew is caused by fungi feeding on nutrients contained in the paint film or on dirt adhering to any surface. Because moisture is the single most important factor in its growth, mildew tends to thrive in areas where dampness and lack of sunshine are problems such as window sills, under eaves, around gutters and downspouts, on the north side of buildings, or in shaded areas near shrubbery. It may sometimes be difficult to distinguish mildew from dirt, but there is a simple test to differentiate: if a drop of household bleach is placed on the suspected surface, mildew will immediately turn white whereas dirt will continue to look like dirt.

Recommended Treatment

Because mildew can only exist in shady, warm, moist areas, attention should be given to altering the environment that is conducive to fungal growth. The area in question may be shaded by trees which need to be pruned back to allow sunlight to strike the building; or may lack rain gutters or proper drainage at the base of the building. If the shady or moist conditions can be altered, the mildew is less likely to reappear. A recommend solution for removing mildew consists of one cup non-ammoniated detergent, one quart household bleach, and one gallon water. When the surface is scrubbed with this solution using a medium soft brush, the mildew should disappear; however, for particularly stubborn spots, an additional quart of bleach may be added. After the area is mildew-free, it should then be rinsed with a direct stream of water from the nozzle of a garden hose, and permitted to dry thoroughly. When repainting, specially formulated "mildew-resistant" primer and finish coats should be used.

- **Excessive Chalking**

Cause of Condition

Chalking—or powdering of the paint surface—is caused by the gradual disintegration of the resin in the paint film. (The amount of chalking is determined both by the formulation of the paint and the amount of ultraviolet light to which the paint is exposed.) In moderation, chalking is the ideal way for a paint to "age," because the chalk, when rinsed by rainwater, carries discoloration and dirt away with it and thus provides an ideal surface for repainting. In excess, however, it is not desirable because the chalk can wash down onto a surface of a different color beneath the painted area and cause streaking as well as rapid disintegration of the paint film itself. Also, if a paint contains too much pigment for the amount of binder (as the old white lead carbonate/oil paints often did), excessive chalking can result.

Recommended Treatment

The chalk should be cleaned off with a solution of $\frac{1}{2}$ cup household detergent to one gallon water, using a medium soft bristle brush. After scrubbing to remove the chalk, the surface should be rinsed with a direct stream of water from the nozzle of a garden hose, allowed to dry thoroughly, (but not long enough for the chalking process to recur) and repainted, using a non-chalking paint.

- **Staining**

Cause of Condition

Staining of paint coatings usually results from excess

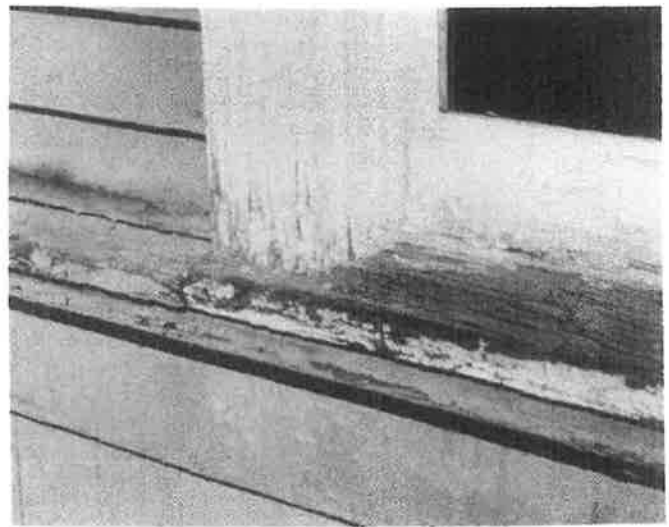


Fig. 4 Paint films wear unevenly depending on exposure and location. Exterior locations which are susceptible to accelerated deterioration are horizontal surfaces such as window sills. These and similar areas will require repainting more often than less vulnerable surfaces. In the case of this window sill where paint has peeled off and adjacent areas have cracked and alligatored, the paint should be totally removed. Prior to repainting, any weathered wood should be rejuvenated using a solution of 3 cups exterior varnish, 1 oz. paraffin wax, and mineral spirits/paint thinner/or turpentine to make 1 gallon. Liberal brush application should be made. This formula was tested over a 20-year period by the U.S. Department of Agriculture's Forest Products Laboratory and proved to be just as effective as water-repellent preservatives containing pentachlorophenol. After the surface has thoroughly dried (2-3 days of warm weather), the treated surface can be painted. A high quality oil-base primer followed by two top coats of a semi-gloss oil-enamel or latex-enamel paint is recommended. Photo: Baird M. Smith, AIA.

moisture reacting with materials within the wood substrate. There are two common types of staining, neither of which requires paint removal. The most prevalent type of stain is due to the oxidation or rusting of iron nails or metal (iron, steel, or copper) anchorage devices. A second type of stain is caused by a chemical reaction between moisture and natural extractives in certain woods (red cedar or redwood) which results in a surface deposit of colored matter. This is most apt to occur in new replacement wood within the first 10-15 years.

Recommended Treatment

In both cases, the source of the stain should first be located and the moisture problem corrected.

When stains are caused by rusting of the heads of nails used to attach shingles or siding to an exterior wall or by rusting or oxidizing iron, steel, or copper anchorage devices adjacent to a painted surface, the metal objects themselves should be hand sanded and coated with a rust-inhibitive primer followed by two finish coats. (Exposed nail heads should ideally be countersunk, spot primed, and the holes filled with a high quality wood filler except where exposure of the nail head was part of the original construction system or the wood is too fragile to withstand the countersinking procedure.)

Discoloration due to color extractives in replacement wood can usually be cleaned with a solution of equal parts denatured alcohol and water. After the affected area

has been rinsed and permitted to dry, a "stain-blocking primer" especially developed for preventing this type of stain should be applied (two primer coats are recommended for severe cases of bleeding prior to the finish coat). Each primer coat should be allowed to dry at least 48 hours.

CLASS II Exterior Surface Conditions Generally Requiring Limited Paint Removal

• Crazing

Cause of Condition

Crazing—fine, jagged interconnected breaks in the top layer of paint—results when paint that is several layers thick becomes excessively hard and brittle with age and is consequently no longer able to expand and contract with the wood in response to changes in temperature and humidity (see figure 5). As the wood swells, the bond between paint layers is broken and hairline cracks appear. Although somewhat more difficult to detect as opposed to other more obvious paint problems, it is well worth the time to scrutinize all surfaces for crazing. If not corrected, exterior moisture will enter the crazed surface, resulting in further swelling of the wood and, eventually, deep cracking and alligating, a Class III condition which requires total paint removal.

Recommended Treatment

Crazing can be treated by hand or mechanically sanding the surface, then repainting. Although the hairline cracks may tend to show through the new paint, the surface will be protected against exterior moisture penetration.

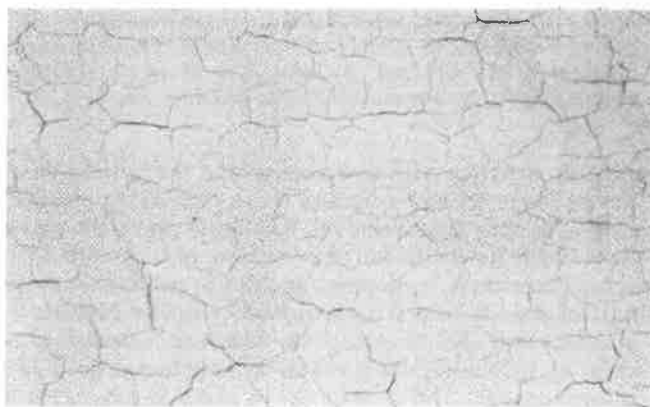


Fig. 5 Crazing—or surface cracking—is an exterior surface condition which can be successfully treated by sanding and painting. Photo: Courtesy, National Decorating Products Association.

• Intercoat Peeling

Cause of Condition

Intercoat peeling can be the result of improper surface preparation prior to the last repainting. This most often occurs in protected areas such as eaves and covered porches because these surfaces do not receive a regular rinsing from rainfall, and salts from air-borne pollutants thus accumulate on the surface. If not cleaned off, the new paint coat will not adhere properly and that layer will peel.

Another common cause of intercoat peeling is incompatibility between paint types (see figure 6). For example, if oil paint is applied over latex paint, peeling of the top

coat can sometimes result since, upon aging, the oil paint becomes harder and less elastic than the latex paint. If latex paint is applied over old, chalking oil paint, peeling can also occur because the latex paint is unable to penetrate the chalky surface and adhere.

Recommended Treatment

First, where salts or impurities have caused the peeling, the affected area should be washed down thoroughly after scraping, then wiped dry. Finally, the surface should be hand or mechanically sanded, then repainted.

Where peeling was the result of using incompatible paints, the peeling top coat should be scraped and hand or mechanically sanded. Application of a high quality oil type exterior primer will provide a surface over which either an oil or a latex topcoat can be successfully used.

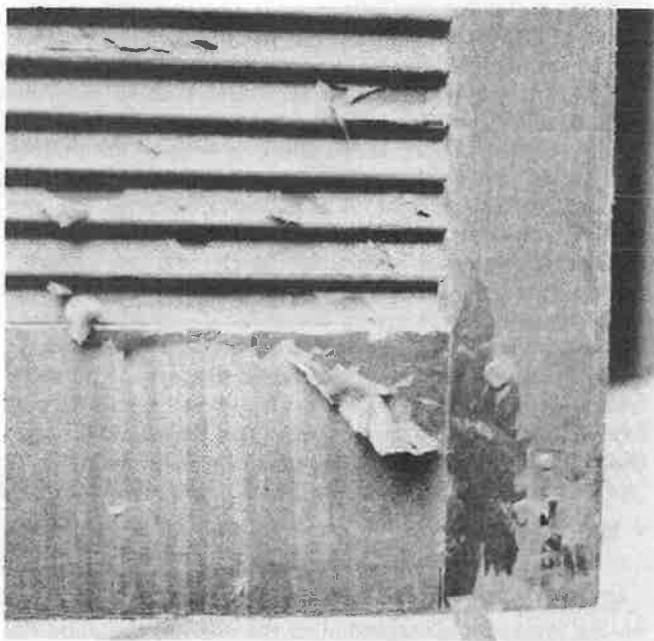


Fig. 6 This is an example of intercoat peeling. A latex top coat was applied directly over old oil paint and, as a result, the latex paint was unable to adhere. If latex is being used over oil, an oil-base primer should be applied first. Although much of the peeling latex paint can be scraped off, in this case, the best solution may be to chemically dip strip the entire shutter to remove all of the paint down to bare wood, rinse thoroughly, then repaint. Photo: Mary L. Oehrlein, AIA.

• Solvent Blistering

Cause of Condition

Solvent blistering, the result of a less common application error, is not caused by moisture, but by the action of ambient heat on paint solvent or thinners in the paint film. If solvent-rich paint is applied in direct sunlight, the top surface can dry too quickly and, as a result, solvents become trapped beneath the dried paint film. When the solvent vaporizes, it forces its way through the paint film, resulting in surface blisters. This problem occurs more often with dark colored paints because darker colors absorb more heat than lighter ones. To distinguish between solvent blistering and blistering caused by moisture, a blister should be cut open. If another layer of paint is visible, then solvent blistering is likely the problem whereas if bare wood is revealed, moisture is probably to blame. Solvent blisters are generally small.

Recommended Treatment

Solvent-blistered areas can be scraped, hand or mechanically sanded to the next sound layer, then repainted. In order to prevent blistering of painted surfaces, paint should not be applied in direct sunlight.

- **Wrinkling**

Cause of Condition

Another error in application that can easily be avoided is wrinkling (see figure 7). This occurs when the top layer of paint dries before the layer underneath. The top layer of paint actually moves as the paint underneath (a primer, for example) is drying. Specific causes of wrinkling include: (1) applying paint too thick; (2) applying a second coat before the first one dries; (3) inadequate brushing out; and (4) painting in temperatures higher than recommended by the manufacturer.

Recommended Treatment

The wrinkled layer can be removed by scraping followed by hand or mechanical sanding to provide as even a surface as possible, then repainted following manufacturer's application instructions.

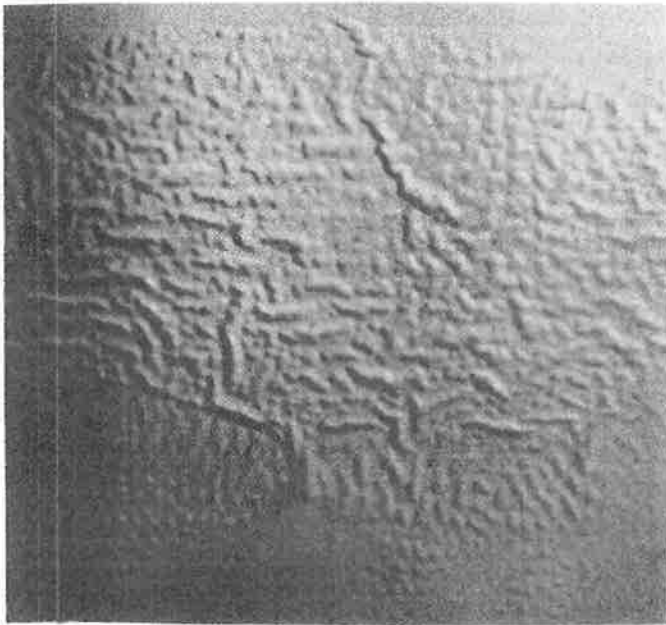


Fig. 7 Wrinkled layers can generally be removed by scraping and sanding as opposed to total paint removal. Following manufacturers' application instructions is the best way to avoid this surface condition. Photo: Courtesy, National Decorating Products Association.

CLASS III Exterior Surface Conditions Generally Requiring Total Paint Removal

If surface conditions are such that the majority of paint will have to be removed prior to repainting, it is suggested that a small sample of intact paint be left in an inconspicuous area either by covering the area with a metal plate, or by marking the area and identifying it in some way. (When repainting does take place, the sample should not be painted over). This will enable future investigators to have a record of the building's paint history.

- **Peeling**

Cause of Condition

Peeling to bare wood is most often caused by excess interior or exterior moisture that collects behind the paint

film, thus impairing adhesion (see figure 8). Generally beginning as blisters, cracking and peeling occur as moisture causes the wood to swell, breaking the adhesion of the bottom layer.

Recommended Treatment

There is no sense in repainting before dealing with the moisture problems because new paint will simply fail. Therefore, the first step in treating peeling is to locate and remove the source or sources of the moisture, not only because moisture will jeopardize the protective coating of paint but because, if left unattended, it can ultimately cause permanent damage to the wood. Excess interior moisture should be removed from the building through installation of exhaust fans and vents. Exterior moisture should be eliminated by correcting the following conditions prior to repainting: faulty flashing; leaking gutters; defective roof shingles; cracks and holes in siding and trim; deteriorated caulking in joints and seams; and shrubbery growing too close to painted wood. After the moisture problems have been solved, the wood must be permitted to dry out thoroughly. The damaged paint can then be scraped off with a putty knife, hand or mechanically sanded, primed, and repainted.

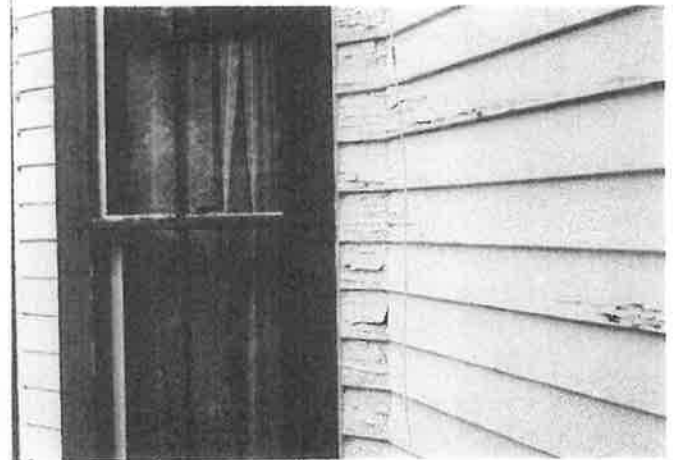


Fig. 8 Peeling to bare wood—one of the most common types of paint failure—is usually caused by an interior or exterior moisture problem. Photo: Anne E. Grimmer.

- **Cracking/Alligating**

Cause of Condition

Cracking and alligating are advanced stages of crazing (see figure 9). Once the bond between layers has been broken due to intercoat paint failure, exterior moisture is able to penetrate the surface cracks, causing the wood to swell and deeper cracking to take place. This process continues until cracking, which forms parallel to grain, extends to bare wood. Ultimately, the cracking becomes an overall pattern of horizontal and vertical breaks in the paint layers that looks like reptile skin; hence, "alligating." In advanced stages of cracking and alligating, the surfaces will also flake badly.

Recommended Treatment

If cracking and alligating are present only in the top layers they can probably be scraped, hand or mechanically sanded to the next sound layer, then repainted. However, if cracking and/or alligating have progressed to

bare wood and the paint has begun to flake, it will need to be totally removed. Methods include scraping or paint removal with the electric heat plate, electric heat gun, or chemical strippers, depending on the particular area involved. Bare wood should be primed within 48 hours, then repainted.

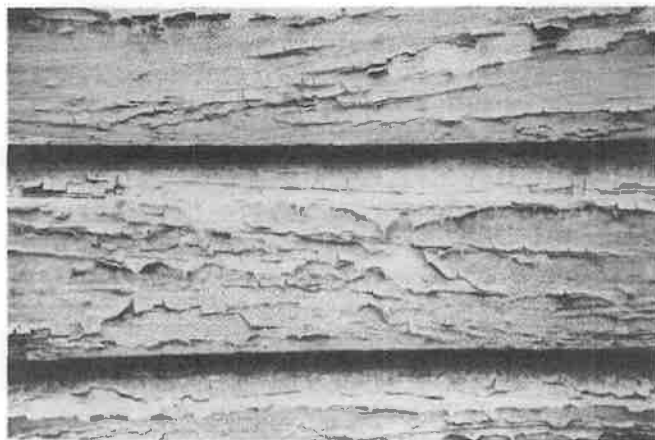


Fig. 9 Cracking, alligatoring, and flaking are evidence of long-term neglect of painted surfaces. The remaining paint on the clapboard shown here can be removed with an electric heat plate and wide-bladed scraper. In addition, unsound wood should be replaced and moisture problems corrected before primer and top coats of paint are applied. Photo: David W. Look, AIA.

Selecting the Appropriate/Safest Method to Remove Paint

After having presented the "hierarchy" of exterior paint surface conditions—from a mild condition such as mildew which simply requires cleaning prior to repainting to serious conditions such as peeling and alligatoring which require total paint removal—one important thought bears repeating: if a paint problem has been identified that warrants either limited or total paint removal, the gentlest method possible for the particular wooden element of the historic building should be selected from the many available methods.

The treatments recommended—based upon field testing as well as onsite monitoring of Department of Interior grant-in-aid and certification of rehabilitation projects—are therefore those which take three over-riding issues into consideration (1) the continued protection and preservation of the historic exterior woodwork; (2) the retention of the sequence of historic paint layers; and (3) the health and safety of those individuals performing the paint removal. By applying these criteria, it will be seen that no paint removal method is without its drawbacks and all recommendations are qualified in varying degrees.

Methods for Removing Paint

After a particular exterior paint surface condition has been identified, the next step in planning for repainting—if paint removal is required—is selecting an appropriate method for such removal.

The method or methods selected should be suitable for the specific paint problem as well as the particular wooden element of the building. Methods for paint removal can be divided into three categories (frequently, however, a combination of the three methods is used).

Each method is defined below, then discussed further and specific recommendations made:

Abrasive—"Abrading" the painted surface by manual and/or mechanical means such as scraping and sanding. Generally used for surface preparation and limited paint removal.

Thermal—Softening and raising the paint layers by applying heat followed by scraping and sanding. Generally used for total paint removal.

Chemical—Softening of the paint layers with chemical strippers followed by scraping and sanding. Generally used for total paint removal.

• Abrasive Methods (Manual)

If conditions have been identified that require limited paint removal such as crazing, intercoat peeling, solvent blistering, and wrinkling, scraping and hand sanding should be the first methods employed before using mechanical means. Even in the case of more serious conditions such as peeling—where the damaged paint is weak and already sufficiently loosened from the wood surface—scraping and hand sanding may be all that is needed prior to repainting.

Recommended Abrasive Methods (Manual)

Putty Knife/Paint Scraper: Scraping is usually accomplished with either a putty knife or a paint scraper, or both. Putty knives range in width from one to six inches and have a beveled edge. A putty knife is used in a pushing motion going under the paint and working from an area of loose paint toward the edge where the paint is still firmly adhered and, in effect, "beveling" the remaining layers so that as smooth a transition as possible is made between damaged and undamaged areas (see figure 10).

Paint scrapers are commonly available in 1½, 2½, and 3½ inch widths and have replaceable blades. In addition, profiled scrapers can be made specifically for use on moldings. As opposed to the putty knife, the paint scraper is used in a pulling motion and works by raking the damaged areas of paint away.

The obvious goal in using the putty knife or the paint scraper is to selectively remove the affected layer or layers of paint; however, both of these tools, particularly the paint scraper with its hooked edge, must be used with care to properly prepare the surface and to avoid gouging the wood.

Sandpaper/Sanding Block/Sanding sponge: After manually removing the damaged layer or layers by scraping, the uneven surface (due to the almost inevitable removal of varying numbers of paint layers in a given area) will need to be smoothed or "feathered out" prior to repainting. As stated before, hand sanding, as opposed to harsher mechanical sanding, is recommended if the area is relatively limited. A coarse grit, open-coat flint sandpaper—the least expensive kind—is useful for this purpose because, as the sandpaper clogs with paint it must be discarded and this process repeated until all layers adhere uniformly.

Blocks made of wood or hard rubber and covered with sandpaper are useful for handsanding flat surfaces. Sanding sponges—rectangular sponges with an abrasive aggregate on their surfaces—are also available for detail work that requires reaching into grooves because the sponge easily conforms to curves and irregular surfaces. All sanding should be done with the grain.

Summary of Abrasive Methods (Manual)

Recommended: Putty knife, paint scraper, sandpaper, sanding block, sanding sponge.

Applicable areas of building: All areas.

For use on: Class I, Class II, and Class III conditions.

Health/Safety factors: Take precautions against lead dust, eye damage; dispose of lead paint residue properly.



Fig. 10 An excellent example of inadequate scraping before repainting. The problems here are far more than cosmetic. This improperly prepared surface will permit moisture to get behind the paint film which, in turn, will result in chipping and peeling. Photo: Baird M. Smith, AIA.

• Abrasive Methods (Mechanical)

If hand sanding for purposes of surface preparation has not been productive or if the affected area is too large to consider hand sanding by itself, mechanical abrasive methods, i.e., power-operated tools may need to be employed; however, it should be noted that the majority of tools available for paint removal can cause damage to fragile wood and must be used with great care.

Recommended Abrasive Methods (Mechanical)

Orbital sander: Designed as a finishing or smoothing tool—not for the removal of multiple layers of paint—the orbital sander is thus recommended when limited paint removal is required prior to repainting. Because it sands in a small diameter circular motion (some models can also be switched to a back-and-forth vibrating action), this tool is particularly effective for “feathering” areas where paint has first been scraped (see figure 11). The abrasive surface varies from about 3×7 inches to 4×9 inches and sandpaper is attached either by clamps or sliding clips. A medium grit, open-coat aluminum oxide sandpaper should be used; fine sandpaper clogs up so quickly that it is ineffective for smoothing paint.

Belt sander: A second type of power tool—the belt sander—can also be used for removing limited layers of paint but,

in this case, the abrasive surface is a continuous belt of sandpaper that travels at high speeds and consequently offers much less control than the orbital sander. Because of the potential for more damage to the paint or the wood, use of the belt sander (also with a medium grit sandpaper) should be limited to flat surfaces and only skilled operators should be permitted to operate it within a historic preservation project.



Fig. 11 The orbital sander can be used for limited paint removal, i.e., for smoothing flat surfaces after the majority of deteriorated paint has already been scraped off. Photo: Charles E. Fisher, III.

Not Recommended

Rotary Drill Attachments: Rotary drill attachments such as the rotary sanding disc and the rotary wire stripper should be avoided. The disc sander—usually a disc of sandpaper about 5 inches in diameter secured to a rubber based attachment which is in turn connected to an electric drill or other motorized housing—can easily leave visible circular depressions in the wood which are difficult to hide, even with repainting. The rotary wire stripper—clusters of metals wires similarly attached to an electric drill-type unit—can actually shred a wooden surface and is thus to be used exclusively for removing corrosion and paint from metals.

Waterblasting: Waterblasting above 600 p.s.i. to remove paint is not recommended because it can force water into the woodwork rather than cleaning loose paint and grime from the surface; at worst, high pressure waterblasting causes the water to penetrate exterior sheathing and damages interior finishes. A detergent solution, a medium soft bristle brush, and a garden hose for purposes of rinsing, is the gentlest method involving water and is recommended when cleaning exterior surfaces prior to repainting.

Sandblasting: Finally—and undoubtedly most vehemently “not recommended”—sandblasting painted exterior woodwork will indeed remove paint, but at the same time can scar wooden elements beyond recognition. As with rotary wire strippers, sandblasting erodes the soft porous fibers (spring wood) faster than the hard, dense fibers (summer wood), leaving a pitted surface with ridges and valleys. Sandblasting will also erode projecting areas of carvings and moldings before it removes paint from concave areas (see figure 12). Hence, this abrasive method is potentially the most damaging of all possibilities, even if a contractor promises that blast pressure can be controlled so that the paint is removed without harming the historic exterior woodwork. (For Additional Information, See Preservation Briefs 6, “Dangers of Abrasive Cleaning to Historic Buildings”.)



Fig. 12 Sandblasting has permanently damaged this ornamental bracket. Even paint will not be able to hide the deep erosion of the wood. Photo: David W. Look, AIA.

Summary of Abrasive Methods (Mechanical)

Recommended: Orbital sander, belt sander (skilled operator only).

Applicable areas of building: Flat surfaces, i.e., siding, eaves, doors, window sills.

For use on: Class II and Class III conditions.

Health/Safety factors: Take precautions against lead dust and eye damage; dispose of lead paint residue properly.

Not Recommended: Rotary drill attachments, high pressure waterblasting, sandblasting.

• Thermal Methods

Where exterior surface conditions have been identified that warrant total paint removal such as peeling, cracking, or alligatoring, two thermal devices—the electric heat plate and the electric heat gun—have proven to be quite successful for use on different wooden elements of the historic building. One thermal method—the blow torch—is not recommended because it can scorch the wood or even burn the building down!

Recommended Thermal Methods

Electric heat plate: The electric heat plate (see figure 13) operates between 500 and 800 degrees Fahrenheit (not hot enough to vaporize lead paint), using about 15 amps of power. The plate is held close to the painted exterior surface until the layers of paint begin to soften and blister, then moved to an adjacent location on the wood while the softened paint is scraped off with a putty knife (it should be noted that the heat plate is most successful when the paint is very thick!). With practice, the operator can successfully move the heat plate evenly across a flat surface such as wooden siding or a window sill or door in a continuous motion, thus lessening the risk of scorching the wood in an attempt to reheat the edge of the paint sufficiently for effective removal. Since the electric heat plate's coil is “red hot,” extreme caution should be taken to avoid igniting clothing or burning the skin. If an extension cord is used, it should be a heavy-duty cord (with 3-prong grounded plugs). A heat plate could overload a circuit or, even worse, cause an electrical fire; therefore, it is recommended that this implement be used with a single circuit and that a fire extinguisher always be kept close at hand.



Fig. 13 The electric heat plate (with paint scraper) is particularly useful for removing paint down to bare wood on flat surfaces such as doors, window frames, and siding. After scraping, some light sanding will probably be necessary to smooth the surface prior to application of primer and top coats. Photo: David W. Look, AIA.

Electric heat gun: The electric heat gun (electric hot-air gun) looks like a hand-held hairdryer with a heavy-duty metal case (see figure 14). It has an electrical resistance coil that typically heats between 500 and 750 degrees Fahrenheit and, again, uses about 15 amps of power which requires a heavy-duty extension cord. There are some heat guns that operate at higher temperatures but they should not be purchased for removing old paint

because of the danger of lead paint vapors. The temperature is controlled by a vent on the side of the heat gun. When the vent is closed, the heat increases. A fan forces a stream of hot air against the painted woodwork, causing a blister to form. At that point, the softened paint can be peeled back with a putty knife. It can be used to best advantage when a paneled door was originally varnished, then painted a number of times. In this case, the paint will come off quite easily, often leaving an almost pristine varnished surface behind. Like the heat plate, the heat gun works best on a heavy paint build-up. (It is, however, not very successful on only one or two layers of paint or on surfaces that have only been varnished. The varnish simply becomes sticky and the wood scorches.)

Although the heat gun is heavier and more tiring to use than the heat plate, it is particularly effective for removing paint from detail work because the nozzle can be directed at curved and intricate surfaces. Its use is thus more limited than the heat plate, and most successfully used in conjunction *with* the heat plate. For example, it takes about two to three hours to strip a paneled door with a heat gun, but if used in combination with a heat plate for the large, flat area, the time can usually be cut in half. Although a heat gun seldom scorches wood, it can cause fires (like the blow torch) if aimed at the dusty cavity between the exterior sheathing and siding and interior lath and plaster. A fire may smolder for hours before flames break through to the surface. Therefore, this thermal device is best suited for use on solid decorative elements, such as molding, balusters, fretwork, or "gingerbread."



Fig. 14 The nozzle on the electric heat gun permits hot air to be aimed into cavities on solid decorative elements such as this applied column. After the paint has been sufficiently softened, it can be removed with a profiled scraper. Photo: Charles E. Fisher, III.

Not Recommended

Blow Torch: Blow torches, such as hand-held propane or butane torches, were widely used in the past for paint removal because other thermal devices were not available. With this technique, the flame is directed toward the paint until it begins to bubble and loosen from the surface. Then the paint is scraped off with a putty knife. Although this is a relatively fast process, at temperatures between 3200 and 3800 degrees Fahrenheit the open flame is not only capable of burning a careless operator and causing severe damage to eyes or skin, it can easily scorch or ignite the wood. The other fire hazard is more insidious. Most frame buildings have an air space between the exterior sheathing and siding and interior lath and plaster. This cavity usually has an accumulation of dust which is also easily ignited by the open flame of a blow torch. Finally, lead-base paints will vaporize at high temperatures, releasing toxic fumes that can be unknowingly inhaled. Therefore, because both the heat plate and the heat gun are generally safer to use—that is, the risks are much more controllable—the blow torch should definitely be avoided!

Summary of Thermal Methods

Recommended: Electric heat plate, electric heat gun.

Applicable areas of building: Electric heat plate—flat surfaces such as siding, eaves, sash, sills, doors. Electric heat gun—solid decorative molding, balusters, fretwork, or "gingerbread."

For use on: Class III conditions.

Health/Safety factors: Take precautions against eye damage and fire. Dispose of lead paint residue properly.

Not Recommended: Blow torch.

• Chemical Methods

With the availability of effective thermal methods for total paint removal, the need for chemical methods—in the context of preparing historic exterior woodwork for repainting—becomes quite limited. Solvent-base or caustic strippers may, however, play a supplemental role in a number of situations, including:

- Removing paint residue from intricate decorative features, or in cracks or hard to reach areas if a heat gun has not been completely effective;
- Removing paint on window muntins because heat devices can easily break the glass;
- Removing varnish on exterior doors after all layers of paint have been removed by a heat plate/heat gun if the original varnish finish is being restored;
- Removing paint from detachable wooden elements such as exterior shutters, balusters, columns, and doors by dip-stripping when other methods are too laborious.

Recommended Chemical Methods (Use With Extreme Caution)

Because all chemical paint removers can involve potential health and safety hazards, no wholehearted recommendations can be made from that standpoint. Commonly known as "paint removers" or "strippers," both solvent-base or caustic products are commercially available that, when poured, brushed, or sprayed on painted exterior woodwork are capable of softening several layers of paint at a time so that the resulting "sludge"—which should be remembered is nothing less than the sequence of historic

paint layers—can be removed with a putty knife. Detachable wood elements such as exterior shutters can also be “dip-stripped.”

Solvent-base Strippers: The formulas tend to vary, but generally consist of combinations of organic solvents such as methylene chloride, isopropanol, toluol, xylol, and methanol; thickeners such as methyl cellulose; and various additives such as paraffin wax used to prevent the volatile solvents from evaporating before they have time to soak through multiple layers of paint. Thus, while some solvent-base strippers are quite thin and therefore unsuitable for use on vertical surfaces, others, called “semi-paste” strippers, are formulated for use on vertical surfaces or the underside of horizontal surfaces.

However, whether liquid or semi-paste, there are two important points to stress when using any solvent-base stripper: First, the vapors from the organic chemicals can be highly toxic if inhaled; skin contact is equally dangerous because the solvents can be absorbed; second, many solvent-base strippers are flammable. Even though application out-of-doors may somewhat mitigate health and safety hazards, a respirator with special filters for organic solvents is recommended and, of course, solvent-base strippers should never be used around open flames, lighted cigarettes, or with steel wool around electrical outlets.

Although appearing to be the simplest for exterior use, a particular type of solvent-base stripper needs to be mentioned here because it can actually cause the most problems. Known as “water-rinsable,” such products have a high proportion of methylene chloride together with emulsifiers. Although the dissolved paint can be rinsed off with water with a minimum of scraping, this ultimately creates more of a problem in cleaning up and properly disposing of the sludge. In addition, these strippers can leave a gummy residue on the wood that requires removal with solvents. Finally, water-rinsable strippers tend to raise the grain of the wood more than regular strippers.

On balance, then, the regular strippers would seem to work just as well for exterior purposes and are perhaps even better from the standpoint of proper lead sludge disposal because they must be hand scraped as opposed to rinsed off (a coffee-can with a wire stretched across the top is one effective way to collect the sludge; when the putty knife is run across the wire, the sludge simply falls into the can. Then, when the can is filled, the wire is removed, the can capped, and the lead paint sludge disposed of according to local health regulations).

Caustic Strippers: Until the advent of solvent-base strippers, caustic strippers were used exclusively when a chemical method was deemed appropriate for total paint removal prior to repainting or refinishing. Now, it is more difficult to find commercially prepared caustic solutions in hardware and paint stores for home-owner use with the exception of lye (caustic soda) because solvent-base strippers packaged in small quantities tend to dominate the market.

Most commercial dip stripping companies, however, continue to use variations of the caustic bath process because it is still the cheapest method available for removing paint. Generally, dip stripping should be left to professional companies because caustic solutions can dissolve skin and permanently damage eyes as well as present serious disposal problems in large quantities.

If exterior shutters or other detachable elements are be-

ing sent out⁶ for stripping in a caustic solution, it is wise to see samples of the company's finished work. While some companies do a first-rate job, others can leave a residue of paint in carvings and grooves. Wooden elements may also be soaked too long so that the wood grain is raised and roughened, requiring extensive hand sanding later. In addition, assurances should be given by these companies that caustic paint removers will be neutralized with a mild acid solution or at least thoroughly rinsed with water after dipping (a caustic residue makes the wood feel slippery). If this is not done, the lye residue will cause new paint to fail.

Summary of Chemical Methods

Recommended, with extreme caution: Solvent-base strippers, caustic strippers.

Applicable areas of buildings: decorative features, window muntins, doors, exterior shutters, columns, balusters, and railings.

For use on: Class III Conditions.

Health/Safety factors: Take precautions against inhaling toxic vapors; fire; eye damage; and chemical poisoning from skin contact. Dispose of lead residue properly

General Paint Type Recommendations

Based on the assumption that the exterior wood has been painted with oil paint many times in the past and the existing top coat is therefore also an oil paint,* it is recommended that for CLASS I and CLASS II paint surface conditions, a top coat of high quality oil paint be applied when repainting. The reason for recommending oil rather than latex paints is that a coat of latex paint applied directly over old oil paint is more apt to fail. The considerations are twofold. First, because oil paints continue to harden with age, the old surface is sensitive to the added stress of shrinkage which occurs as a new coat of paint dries. Oil paints shrink less upon drying than latex paints and thus do not have as great a tendency to pull the old paint loose. Second, when exterior oil paints age, the binder releases pigment particles, causing a chalky surface. Although for best results, the chalk (or dirt, etc.) should *always* be cleaned off prior to repainting, a coat of new oil paint is more able to penetrate a chalky residue and adhere than is latex paint. Therefore, unless it is possible to thoroughly clean a heavy chalked surface, oil paints—on balance—give better adhesion.

If however, a latex top coat is going to be applied over several layers of old oil paint, an oil primer should be applied first (the oil primer creates a flat, porous surface to which the latex can adhere). After the primer has thoroughly dried, a latex top coat may be applied. In the long run, changing paint types is more time consuming and expensive. An application of a new oil-type top coat on the old oil paint is, thus, the preferred course of action.

⁶ Marking the original location of the shutter by number (either by stamping numbers into the end grain with metal numeral dies or cutting numbers into the end with a pen knife) will minimize difficulties when rehanging them.

* If the top coat is latex paint (when viewed by the naked eye or, preferably, with a magnifying glass, it looks like a series of tiny craters) it may either be repainted with new latex paint or with oil paint. Normal surface preparation should precede any repainting.

If **CLASS III** conditions have necessitated total paint removal, there are two options, both of which assure protection of the exterior wood: (1) an oil primer may be applied followed by an oil-type top coat, preferably by the same manufacturer; or (2) an oil primer may be applied followed by a latex top coat, again using the same brand of paint. It should also be noted that primers were never intended to withstand the effects of weathering; therefore, the top coat should be applied as soon as possible after the primer has dried.

Conclusion

The recommendations outlined in this Brief are cautious because at present there is no completely safe and effective method of removing old paint from exterior woodwork. This has necessarily eliminated descriptions of several methods still in a developmental or experimental stage, which can therefore neither be recommended nor precluded from future recommendation. With the ever-increasing number of buildings being rehabilitated, however, paint removal technology should be stimulated and, in consequence, existing methods refined and new methods developed which will respect both the historic wood and the health and safety of the operator.

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This publication has been prepared pursuant to The Economic Recovery Tax Act of 1981, which directs the Secretary of the Interior to certify rehabilitations of historic buildings that are consistent with their historic character; the advice and guidance in this brief will assist property owners in complying with the requirements of this law.

Preservation Briefs 10 has been developed under the technical editorship of Lee H. Nelson, AIA, Chief, Preservation Assistance Division, National Park Service, U.S. Department of the Interior, Washington, D.C. 20240. Comments on the usefulness of this information are welcomed and can be sent to Mr. Nelson at the above address.

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