



**CONTRACT DOCUMENTS  
AND  
SPECIFICATIONS**

**DIVISION OF PARKS AND RECREATION**

**FOR**

**MARTIN LUTHER KING PARK  
RESTROOMS AND CONCESSION  
STAND**

**Bid No. 10-2017**

**Prepared by SHERIDAN L SIMS ARCHITECT PSC**



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**PART 1**

**ADVERTISEMENT FOR BIDS**

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## ADVERTISEMENT FOR BIDS

### 1. INVITATION

Sealed proposals for the following work will be received by the Lexington-Fayette Urban County Government (LFUCG) until 2:00 p.m., local time, **February 9, 2017**, for furnishing all labor and/or materials and performing all work as set forth by this advertisement, conditions (general and special), specifications, and/or the drawings prepared by Sheridan L. Sims Architect PSC for Lexington-Fayette Urban County Government, Division of Parks and Recreation. Immediately following the scheduled closing time for reception of bids, all proposals which have been submitted in accordance with the above will be publicly opened and read aloud.

### 2. DESCRIPTION OF WORK

Consisting of the construction and/or furnishing of items as listed in the Bid Schedule beginning on page P-6, Part III, Form of Proposal, of this document, for the Martin Luther King Park Restrooms and Concession Stand, Lexington-Fayette County, Kentucky.

### 3. OBTAINING PLANS, SPECIFICATIONS, AND BID DOCUMENTS

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

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

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

Builder's Exchange  
1035 Strader Drive, Ste 100  
Lexington, Kentucky 40505

LFUCG  
Division of Parks and Recreation  
469 Parkway Drive  
Lexington, Kentucky

McGraw-Hill/F W Dodge  
2321 Fortune Drive, Ste 112-A  
Lexington, Kentucky 40509

#### 4. **METHOD OF RECEIVING BIDS**

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

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

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

#### 5. **METHOD OF AWARD**

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

#### 6. **BID WITHDRAWAL**

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

#### 7. **BID SECURITY**

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

#### 8. **SUBMISSION OF BIDS**

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

time, February 9, 2017. Sealed proposals shall be clearly marked on the outside of the container as follows: Company Name and Address, Bid Invitation Number, and Project Name to be opened at 2:00 p.m. local time February 9, 2017. Bids are to remain sealed until official Bid closure time. Bids received after the scheduled closing time for receipt of bids will not be considered and will be returned unopened.

**9. RIGHT TO REJECT**

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

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

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

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

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

All submissions should be directed to:

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

**11. NOTICE CONCERNING MWDBE GOAL**

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

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



recommended goal will be a consideration in the procurement process. Depending on the funding source, other DBE goals may apply.

For assistance in locating Disadvantaged Business Enterprises Subcontractors contact:

Sherita Miller, Division of Central Purchasing  
Lexington-Fayette Urban County Government  
200 East Main Street, 3rd Floor, Room 338  
Lexington, Kentucky 40507  
859-258-3323  
[smiller@lexingtonky.gov](mailto:smiller@lexingtonky.gov)

**12. PRE-BID MEETING**

A non-mandatory pre-bid meeting will be held at 10:00 AM local time on January 26, 2017 at 200 E Main St, Purchasing Conference Room, Lexington, KY.

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**INFORMATION FOR BIDDERS**

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**PART II**

## INFORMATION FOR BIDDERS

### 1. **RECEIPT AND OPENING OF BIDS**

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

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

### 2. **PREPARATION OF BID**

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

### 3. **SUBCONTRACTS**

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

#### 4. QUALIFICATION OF BIDDER

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

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

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

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

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

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

**5. BID SECURITY**

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

**6. LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO CONTRACT**

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

**7. TIME OF COMPLETION AND LIQUIDATED DAMAGES**

Bidder must agree to commence work on or before a date to be specified in a written "Notice to Proceed" from the OWNER and to fully complete the Project within the time as specified in the Contract. Bidder must agree also to pay **\$200.00** per day as liquidated damages, or the sum as specified in the Contract for each consecutive calendar day thereafter as hereinafter provided in the General Conditions.

## 8. EXAMINATION OF CONTRACT DOCUMENTS AND SITE

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

## 9. ADDENDA AND INTERPRETATIONS

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

**10. SECURITY FOR FAITHFUL PERFORMANCE**

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

**11. POWER OF ATTORNEY**

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

**12. TAXES AND WORKMEN'S COMPENSATION**

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

**13. LAWS AND REGULATIONS**

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

**14. EROSION AND SEDIMENT CONTROL AND PERMITS**

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



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

**15. AFFIRMATIVE ACTION PLAN**

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

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

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

All submissions should be directed to:

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

**16. CONTRACT TIME**

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

**17. SUBSTITUTE OR "OR-EQUAL" ITEMS**

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

**18. ALTERNATE BIDS**

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

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

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

**19. SIGNING OF AGREEMENT**

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

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

**A. Outreach for MWDDBE(s)**

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

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

Sherita Miller, Division of Central Purchasing  
Lexington-Fayette Urban County Government  
200 East Main Street, Room 338

Lexington, Kentucky 40507  
mclark@lexingtonky.gov

B. Bid Bond Assistance for MWDBE(s)

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

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

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

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

D. MWDBE Subcontractors

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

For a list of eligible subcontractors, please contact:

Sherita Miller, Division of Central Purchasing  
Lexington-Fayette Urban County Government  
200 East Main Street, Room 338  
Lexington, Kentucky 40507  
[smiller@lexingtonky.gov](mailto:smiller@lexingtonky.gov)

## **21. LFUCG NON-APPROPRIATION CLAUSE**

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

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

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

END OF SECTION

**PART III**

**FORM OF PROPOSAL**

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**PART III**

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**Invitation to Bid No. 10-2017**

**Martin Luthur King Park Restrooms and Concession Stand**

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

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

The Bidder hereby acknowledges receipt of the following addenda:

- Addendum No. \_\_\_\_ Date \_\_\_\_\_
- Addendum No. \_\_\_\_ Date \_\_\_\_\_
- Addendum No. \_\_\_\_ Date \_\_\_\_\_
- Addendum No. \_\_\_\_ Date \_\_\_\_\_
- Addendum No. \_\_\_\_ Date \_\_\_\_\_
- Addendum No. \_\_\_\_ Date \_\_\_\_\_
- Addendum No. \_\_\_\_ Date \_\_\_\_\_
- Addendum No. \_\_\_\_ Date \_\_\_\_\_

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

2. **LEGAL STATUS OF BIDDER**

Bidder \_\_\_\_\_

Date \_\_\_\_\_

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_

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



3. **BIDDERS AFFIDAVIT**

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

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

\_\_\_\_\_  
(Affiant)

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

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

\_\_\_\_\_ on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

My Commission expires: \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC, STATE AT LARGE

**4. BID SCHEDULE – SCHEDULE OF VALUES**

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

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

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

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

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

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

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

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

| <b>Item No.</b> | <b>Description w/Unit Bid Price Written in Words</b>   | <b>Unit</b> | <b>Total Bid Amount</b> |
|-----------------|--|-------------|-------------------------|
| 1.              | Construction of Restroom Building and Concession Stand as per specs for _____ Dollars<br>_____ Cents | LS          | \$ _____                |

Submitted by:

\_\_\_\_\_  
*Firm*

\_\_\_\_\_  
*Address*

\_\_\_\_\_  
*City, State & Zip*

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

\_\_\_\_\_  
***Signature of Authorized Company Representative – Title***

\_\_\_\_\_  
*Representative/s Name (Typed or Printed)*

\_\_\_\_\_  
*Area Code – Phone – Extension*

\_\_\_\_\_  
*Fax #*

\_\_\_\_\_  
*E-Mail Address*

OFFICIAL ADDRESS:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ (Seal if Bid is by Corporation)

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

**5. STATEMENT OF BIDDER'S QUALIFICATIONS**

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

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

(Attach Separate Sheet If Necessary)

- 6. Financial Condition:  
  
If specifically requested by the OWNER, the apparent low Bidder is required to submit its latest three (3) years audited financial statements to the OWNER'S Division of Central Purchasing within seven (7) calendar days following the bid opening.
- 7. In the event the Contract is awarded to the undersigned, surety bonds will be furnished by:  
\_\_\_\_\_  
(Surety)  
  
Signed: \_\_\_\_\_ (Representative of Surety)
- 8. The following is a list of similar projects performed by the Bidder: (Attach separate sheet if necessary).

| <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><br><u>(LIST)</u> | <u>PROJECT</u><br><u>(SPECIFIC TYPE)</u> | <u>DBE</u> | <u>% of WORK</u> |
|--|--|------------|------------------|
| _____                                  | _____                                    | _____      | _____            |
| _____                                  | _____                                    | _____      | _____            |
| _____                                  | _____                                    | _____      | _____            |
| _____                                  | _____                                    | _____      | _____            |
| _____                                  | _____                                    | _____      | _____            |
| _____                                  | _____                                    | _____      | _____            |
| _____                                  | _____                                    | _____      | _____            |

(USE ADDITIONAL SHEETS IF NECESSARY)

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

**6. LIST OF PROPOSED SUBCONTRACTORS**

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

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

(Attach additional sheet(s) if necessary.)

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

A. GENERAL

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

B. PROCEDURES

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

C. DEFINITIONS

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



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

D. OBLIGATION OF BIDDER FOR GOOD FAITH EFFORTS

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

E. DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS

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

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

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

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

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

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

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

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

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



## MINORITY BUSINESS ENTERPRISE PROGRAM

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

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

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

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

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

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

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

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

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

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

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



**LFUCG MWDBE PARTICIPATION FORM**  
 Bid/RFP/Quote Reference # \_\_\_\_\_

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

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

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

\_\_\_\_\_  
**Company**

\_\_\_\_\_  
**Company Representative**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Title**



**LFUCG MWDBE SUBSTITUTION FORM**

Bid/RFP/Quote Reference # \_\_\_\_\_

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

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

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

\_\_\_\_\_  
Company

\_\_\_\_\_  
Company Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title



**MWDBE QUOTE SUMMARY FORM**

Bid/RFP/Quote Reference # \_\_\_\_\_

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

|                     |                        |
|---------------------|------------------------|
| Company Name        | Contact Person         |
| Address/Phone/Email | Bid Package / Bid Date |

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

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

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

\_\_\_\_\_  
Company

\_\_\_\_\_  
Company Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title





## LFUCG SUBCONTRACTOR MONTHLY PAYMENT REPORT

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

**Bid/RFP/Quote #** \_\_\_\_\_

**Total Contract Amount Awarded to Prime Contractor for this Project** \_\_\_\_\_

|                                 |  |
|---------------------------------|--|
| <b>Project Name/ Contract #</b> | <b>Work Period/ From:</b> _____ <b>To:</b> _____ |
| <b>Company Name:</b>            | <b>Address:</b>                                  |
| <b>Federal Tax ID:</b>          | <b>Contact Person:</b>                           |

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

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

\_\_\_\_\_  
Company

\_\_\_\_\_  
Company Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

**LFUCG STATEMENT OF GOOD FAITH EFFORTS**

Bid/RFP/Quote # \_\_\_\_\_

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

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

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

\_\_\_\_\_ Attended LFUCG Central Purchasing Economic Inclusion Outreach event

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
Company

\_\_\_\_\_  
Date

\_\_\_\_\_  
Company Representative

\_\_\_\_\_  
Title

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

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

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

9. STATEMENT OF EXPERIENCE

NAME OF INDIVIDUAL: \_\_\_\_\_

POSITION/TITLE: \_\_\_\_\_

STATEMENT OF EXPERIENCE: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

NAME OF INDIVIDUAL: \_\_\_\_\_

POSITION/TITLE: \_\_\_\_\_

STATEMENT OF EXPERIENCE: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

NAME OF INDIVIDUAL: \_\_\_\_\_

POSITION/TITLE: \_\_\_\_\_

STATEMENT OF EXPERIENCE: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

NAME OF INDIVIDUAL: \_\_\_\_\_

POSITION/TITLE: \_\_\_\_\_

STATEMENT OF EXPERIENCE: \_\_\_\_\_

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NAME OF INDIVIDUAL: \_\_\_\_\_

POSITION/TITLE: \_\_\_\_\_

STATEMENT OF EXPERIENCE: \_\_\_\_\_

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NAME OF INDIVIDUAL: \_\_\_\_\_

POSITION/TITLE: \_\_\_\_\_

STATEMENT OF EXPERIENCE: \_\_\_\_\_

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

## 10. EQUAL OPPORTUNITY AGREEMENT

### The Law

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

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

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

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

Bidders

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name of Business

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

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

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

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

The Act further provides:

KRS 45.610. Hiring minorities – Information required

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



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

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

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

KRS 45.630 Termination of existing employee not required, when

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

KRS 45.640 Minimum skills

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

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

11. EQUAL EMPLOYMENT OPPORTUNITY AFFIRMATIVE ACTION POLICY

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

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

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

**12. WORKFORCE ANALYSIS FORM**

Name of Organization: \_\_\_\_\_

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

Prepared by: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

(Name and Title)

Revised 2015-Dec-15

**13. EVIDENCE OF INSURABILITY**

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

Names Insured: \_\_\_\_\_ Employee ID: \_\_\_\_\_  
 Address: \_\_\_\_\_ Phone: \_\_\_\_\_  
 Project to be insured: \_\_\_\_\_

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

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

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

Agency or Brokerage \_\_\_\_\_ Name of Authorized Representative \_\_\_\_\_  
 Street Address \_\_\_\_\_ Title \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Authorized Signature \_\_\_\_\_  
 Telephone Number \_\_\_\_\_ Date \_\_\_\_\_

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

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

**14. DEBARRED FIRMS**

**PROJECT NAME:** \_\_\_\_\_

**BID NUMBER:** \_\_\_\_\_

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

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

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

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

\_\_\_\_\_  
Name of Firm Submitting Bid

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

## 15. DEBARMENT CERTIFICATION

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

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

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

Firm Name: \_\_\_\_\_

Project: \_\_\_\_\_

Printed Name and Title of Authorized Representative: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

END OF SECTION

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**GENERAL CONDITIONS**  
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END OF SECTION

## PART IV

### GENERAL CONDITIONS

#### 1. DEFINITIONS

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

##### 1.1 Addenda

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

##### 1.2 Agreement

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

##### 1.3 Application for Payment

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

##### 1.4 Bid

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

##### 1.5 Bidder

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

##### 1.6 Bonds

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

##### 1.7 Calendar Day

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

##### 1.8 Change Order

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

**1.9 Contract Documents**

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

**1.10 Contract Unit Price**

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

**1.11 Contract Time**

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

**1.12 CONTRACTOR**

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

**1.13 Defective**

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

**1.14 Drawings**

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

**1.15 Effective Date of the Agreement**

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

**1.16 CONSULTANT**

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

**1.17 Field Order**

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

- 1.18 Giving Notice**  
Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.
- 1.19 Laws and Regulations**  
Laws, rules, regulations, ordinances, codes and/or orders.
- 1.20 Notice of Award**  
The written notice by OWNER to the apparent successful bidder stating that upon compliance by the apparent successful bidder with the conditions enumerated therein, within the time specified, OWNER will sign and deliver the Agreement.
- 1.21 Notice to Proceed**  
A written notice given by OWNER to CONTRACTOR fixing the date on which the Contract Time will commence to run and on which CONTRACTOR shall start to perform CONTRACTOR'S obligations under the Contract Documents.
- 1.22 OWNER**  
The Lexington-Fayette Urban County Government.
- 1.23 Partial Utilization**  
Placing a portion of the Work in service for the purpose for which it is intended (or related purpose) before reaching Completion for all the Work.
- 1.24 Project**  
The total construction of which the Work to be provided under the Contract Documents may be the whole, or a part as indicated elsewhere in the Contract Documents.
- 1.25 Inspector**  
The authorized representative who is assigned to the site or any part thereof.
- 1.26 Shop Drawings**  
All drawings, diagrams, illustrations, schedules and other data which are specifically prepared by or for CONTRACTOR to illustrate some portion of the Work and all illustrations, brochures, standard schedules, performance charts, instructions, diagrams and other information prepared by a Supplier and submitted by CONTRACTOR to illustrate material or equipment for some portion of the Work.
- 1.27 Specifications**  
Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and

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

**1.28 Standard Specifications**

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

**1.29 Subcontractor**

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

**1.30 Special Conditions**

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

**1.31 Supplier**

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

**1.32 Underground Facilities**

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

**1.33 Unit Price Work**

Not applicable

**1.34 Work**

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

**1.35 Time Period**

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

## 2. PRELIMINARY MATTERS

### 2.1 Delivery of Bonds

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

### 2.2 Copies of Documents

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

### 2.3 Commencement of Contract Time; Notice to Proceed

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

### 2.4 Starting the Project

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

### 2.5 Before Starting Construction

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

### 2.6 Submittal of Schedules

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

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

2.6.2 a preliminary schedule of Shop Drawing submissions; and

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



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

**2.7 Preconstruction Conference**

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

**2.8 Finalizing Schedules**

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

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

**3.1 General**

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

**3.2 Intent**

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

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

### **3.3 Conflicts**

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

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

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

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

**3.4 Amending and Supplementing Contract Documents**

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

**3.5 Reuse of Documents**

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

**4. AVAILABILITY OF LANDS; PHYSICAL CONDITIONS, REFERENCE POINTS**

**4.1 Availability of Lands**

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

**4.2 Physical Conditions**

**4.2.1 Explorations and Reports**

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

**4.2.2 Existing Structures**

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

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

**4.2.3 Report of Differing Conditions**

If CONTRACTOR believes that:

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

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

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

**4.2.4 CONSULTANT'S Review**

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

**4.2.5 Possible Document Change**

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

**4.2.6 Possible Price and Time Adjustments**

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

**4.3 Physical Conditions-Underground Facilities**

**4.3.1 Shown or Indicated**

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

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

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

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

4.3.2 Not Shown or Indicated

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

4.4 **Reference Points**

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

## **5. CONTRACTOR'S RESPONSIBILITIES**

### **5.1 Supervision**

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

### **5.2 Superintendence**

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

### **5.3 Labor**

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

### **5.4 Start-Up and Completion of Work**

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

## **5.5 Materials and Equipment**

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

### **5.5.1 Not Clearly Specified or Indicated**

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

### **5.5.2 Coordination of Work**

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

## **5.6 Adjusting Progress Schedule**

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

## **5.7 Substitutes or "Or-Equal" Items**

### 5.7.1 General

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

### 5.7.2 Substitutes

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



similar to that provided in paragraph 5.7.1 as applied by OWNER/CONSULTANT.

5.7.3 OWNER/CONSULTANT'S Approval

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

**5.8 Subcontractors, Suppliers, and Others**

5.8.1 Acceptable to CONSULTANT

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

5.8.2 Objection After Due Investigation

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

person or organization shall constitute a waiver of any right of OWNER or CONSULTANT to reject defective Work.

5.8.3 Contractor Responsible for Acts of Subcontractors

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

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

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

5.8.4 Division of Specifications

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

5.8.5 Agreement Between Contractor and Subcontractors

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

5.8.6 Statements and Comments by CONTRACTOR

Neither the CONTRACTOR, his employees, nor his subcontractors shall at any time make any statement or comment as to the project scope, nature, intention, design, or construction

method to any third party or parties without the explicit written consent of the OWNER.

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

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

**5.9 Patent Fees and Royalties**

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

**5.10 Permits**

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

## **5.11 Laws and Regulations**

### **5.11.1 CONTRACTOR to Comply**

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

### **5.11.2 Specifications and Drawings at Variance**

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

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

## **5.12 Taxes**

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

## **5.13 Use of Premises**

### **5.13.1 Project Site**

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

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

#### 5.13.2 Clean UP

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

#### 5.13.1 Loading of Structures

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

### 5.14 **Record Drawings**

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

### 5.15 **Shop Drawings and Samples**

#### 5.15.1 Shop Drawing Submittals

After checking and verifying all field measurements and after complying

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

5.15.2 Sample Submittals

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

5.15.3 Review by CONTRACTOR

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

5.15.4 Notice of Variation

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

5.15.5 CONSULTANT'S Approval

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

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

**5.15.6 Responsibility for Errors and Omissions**

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

**5.15.7 Cost of Related Work**

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

**5.16 Continuing the Work**

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

**5.17 Erosion and Sediment Control**

**5.17.1 General Environmental Requirements**

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

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

5.17.2 Stormwater Pollution Prevention

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

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

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

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

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



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

## 6. OTHER WORK

### 6.1 Related Work at Site

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

### 6.2 Other Contractors or Utility Owners

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

### 6.3 Delays Caused by Others

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

### 6.4 Coordination

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

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

## **7. OWNER'S RESPONSIBILITIES**

### **7.1 Communications**

OWNER shall issue all communications to CONTRACTOR through CONSULTANT.

### **7.2 Data and Payments**

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

### **7.3 Lands, Easements, and Surveys**

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

### **7.4 Change Orders**

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

### **7.5 Inspections, Tests and Approvals**

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

### **7.6 Stop or Suspend Work**

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

## **8. CONSULTANT'S STATUS DURING CONSTRUCTION**

### **8.1 OWNER'S Representative**

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

### **8.2 Visits to Site**

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

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

**8.3 Project Representation**

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

**8.4 Clarifications and Interpretations**

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

**8.5 Authorized Variations in Work**

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

**8.6 Rejecting Defective Work**

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

**8.7 Shop Drawings**

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

**8.8 Change Orders**

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

**8.9 Payments**

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

**8.10 Determinations for Unit Prices**

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

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

**8.11 Decision on Disputes**

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

**8.12 Limitations on CONSULTANT's Responsibilities**

**8.12.1 CONTRACTOR, Supplier, or Surety**

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

**8.12.2 To Evaluate the Work**

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

8.12.3 CONTRACTOR'S Means, Methods, Etc.

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

8.12.4 Acts of Omissions of CONTRACTOR

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

9. **CHANGES IN THE WORK**

9.1 **OWNER May Order Change**

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

9.2 **Claims**

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

9.3 **Work Not in Contract Documents**

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

9.4 **Change Orders**

OWNER and CONTRACTOR shall execute appropriate Change Orders covering:

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

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

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

**9.5 Notice of Change**

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

**10. CHANGE OF CONTRACT PRICE**

**10.1 Total Compensation**

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

**10.2 Claim for Increase or Decrease in Price**

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

**10.3 Value of Work**

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

**10.3.1 Unit Prices**

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

#### 10.3.2 Lump Sum

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

#### 10.3.3 Cost Plus Fee

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

### **10.4 Cost of the Work**

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

#### 10.4.1 Payroll Costs

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

#### 10.4.2 Materials and Equipment Costs

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

#### 10.4.3 Subcontractor Costs

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

#### 10.4.4 Special Consultant Costs

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

#### 10.4.5 Supplemental Costs

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

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

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

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



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

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

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

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

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

**10.5 Not to Be Included in Cost of the Work**

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

**10.5.1 Costs of Officers and Executives**

Payroll costs and other compensation of CONTRACTOR'S officers, executives, principals (of partnership and sole proprietorships), general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed by CONTRACTOR whether at the site or in CONTRACTOR'S principal or a branch office for general administration of

the Work and not specifically included in the agreed upon schedule of job classifications referred to in paragraph 10.4.1 or specifically covered by paragraph 10.4.4 - all of which are to be considered administrative costs covered by the CONTRACTOR'S fee.

**10.5.2 Principal Office**

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

**10.5.3 Capital Expense**

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

**10.5.4 Bonds and Insurance**

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

**10.5.5 Costs Due to Negligence**

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

**10.5.6 Other Costs**

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

**10.6 Contractor's Fee**

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

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

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

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

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

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

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

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

#### **10.7 Itemized Cost Breakdown**

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

#### **10.8 Cash Allowances**

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

##### **10.8.1 Materials and Equipment**

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

10.8.2 Other Costs

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

10.8.3 Change Order

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

**10.9 Unit Price Work**

10.9.1 General

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

10.9.2 Overhead and Profit

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

10.9.3 Claim for Increase in Unit Price

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

## 11. CHANGE OF CONTRACT TIME

### 11.1 Change Order

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

### 11.2 Justification for Time Extensions

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

### 11.3 Time Limits

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

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

### 12.1 Warranty and Guarantee

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

### 12.2 Access to Work

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

## 12.3 Tests and Inspections

### 12.3.1 Timely Notice

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

### 12.3.2 Requirements and Responsibilities

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

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

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

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

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

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

### 12.3.3 On-Site Construction Test and Other Testing

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

12.3.4 Covered Work

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

12.3.5 CONTRACTOR'S Obligation

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

**12.4 OWNER May Stop the Work**

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

**12.5 Correction or Removal of Defective Work**

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

**12.6 One Year Correction Period**

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

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

**12.7 Acceptance of Defective Work**

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

**12.8 OWNER May Correct Defective Work**

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



## **13. PAYMENTS TO CONTRACTOR AND COMPLETION**

### **13.1 Schedule of Values**

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

### **13.2 Application for Progress Payment**

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

### **13.3 CONTRACTOR'S Warranty of Title**

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

## **13.4 Review of Applications for Progress Payment**

### **13.4.1 Submission of Application for Payment**

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

### **13.4.2 CONSULTANT'S Recommendation**

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

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

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

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

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

## **13.5 Partial Utilization**

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

## **13.6 Final Inspection**

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

### **13.7 Final Application for Payment**

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

### **13.8 Final Payment and Acceptance**

#### **13.8.1 CONSULTANT'S Approval**

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

#### **13.8.2 Delay in Completion of Work**

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

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

**13.9 CONTRACTOR'S Continuing Obligation**

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

**13.10 Waiver of Claims**

The making and acceptance of final payment will constitute:

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

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

**14. SUSPENSION OF WORK AND TERMINATION**

**14.1 OWNER May Suspend Work**

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

**14.2 OWNER May Terminate**

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

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

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

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

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

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

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

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

**14.2.8** if CONTRACTOR disregards the authority of CONSULTANT, or

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

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

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

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

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

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

**14.3 CONTRACTOR'S Services Terminated**

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

**14.4 Payment After Termination**

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

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

**14.5 CONTRACTOR May Stop Work or Terminate**

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

**15. MISCELLANEOUS**

**15.1 Claims for Injury or Damage**

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

**15.2 Non-Discrimination in Employment**

The CONTRACTOR shall comply with the following requirements prohibiting discrimination:

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

**15.2.2** That it is an unlawful practice for an employer:

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

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

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

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

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

**15.3 Temporary Street Closing or Blockage**

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

**15.4 Percentage of Work Performed by prime CONTRACTOR**

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

**15.5 Clean-up**

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



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

**15.6 General**

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

**15.7 Debris Disposal**

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

END OF SECTION

PART V  
SPECIAL CONDITIONS  
INDEX

|   |   |      |
|---|---|------|
| 1 | BLASTING .....  | SC-2 |
| 2 | RISK MANAGEMENT PROVISIONS –<br>INSURANCE AND INDEMNIFICATION ..... | SC-3 |

1. **BLASTING** – not applicable.

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

**INDEMNIFICATION AND HOLD HARMLESS PROVISION**

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

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

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

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

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

**FINANCIAL RESPONSIBILITY**

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

## INSURANCE REQUIREMENTS

YOUR ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW, 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<br>aggregate<br>(Insurance Services Office Form CG 00 01)               | \$1 million per occurrence, \$2 million<br>or \$2 million combined single limit |
| Commercial Automobile Liability<br>occurrence<br>(Insurance Services Office Form CA 0001) | combined single, \$1 million per  |
| Worker's Compensation   | Statutory   |
| Employer's Liability  | \$500,000.00  |

The policies above shall contain the following conditions:

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

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

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

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

#### Renewals

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

#### Deductibles and Self-Insured Programs

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

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

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

#### Safety and Loss Control

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

#### Verification of Coverage

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

#### Right to Review, Audit and Inspect

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

#### DEFAULT

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

00357187

END OF SECTION



FUELBAN-01

CWELCH

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/09/2017

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

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

|   |                                      |  |                               |
|---|--------------------------------------|--|-------------------------------|
| PRODUCER<br>Carroll & Stone Insurance<br>4384 Clearwater Way, Ste. 200<br>Lexington, KY 40515 | CONTACT NAME:                        |  | FAX (A/C, No): (859) 276-0266 |
|   | PHONE (A/C, No, Ext): (859) 269-1044 |  |                               |
|   | E-MAIL ADDRESS:                      |  |                               |
|   | INSURER(S) AFFORDING COVERAGE        |  | NAIC #                        |
|   | INSURER A : EMC Insurance Companies  |  | 21415                         |
|   | INSURER B : KEMI                     |  | 10320                         |
|   | INSURER C :                          |  |                               |
|   | INSURER D :                          |  |                               |
|   | INSURER E :                          |  |                               |
|   | INSURER F :                          |  |                               |

INSURED  
**Fuel Band LLC**  
2000 Hartford Court  
Lexington, KY

### COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE  | ADDL SUBR INSD WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS   |
|----------|--|--------------------|---------------|-------------------------|-------------------------|--|
| A        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR   |                    | 5D16889       | 07/31/2016              | 07/31/2017              | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000<br>MED EXP (Any one person) \$ 5,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 2,000,000<br>\$ |
|          | GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC<br>OTHER: <b>General Aggregate</b>   |                    |               |                         |                         |  |
| A        | <b>AUTOMOBILE LIABILITY</b><br><input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY                                   |                    | 5E16889       | 07/31/2016              | 07/31/2017              | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$  |
|          | <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br>DED RETENTION \$   |                    |               |                         |                         | EACH OCCURRENCE \$<br>AGGREGATE \$<br>\$   |
| B        | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A<br>If yes, describe under DESCRIPTION OF OPERATIONS below |                    | 400854        | 10/20/2016              | 10/20/2017              | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$ 1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 1,000,000                                      |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
MLK Restroom and Concession

### CERTIFICATE HOLDER

### CANCELLATION

LFUCG  
200 East Main St.  
Lexington, KY 40507

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



**PART VI**

**CONTRACT AGREEMENT**

**INDEX**

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| 6. | ACCEPTANCE AND FINAL PAYMENT.....               | CA-3 |
| 7. | THE CONTRACT DOCUMENTS.....                     | CA-3 |
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| 9. | ENUMERATION OF SPECIFICATIONS AND DRAWINGS..... | CA-4 |

**PART VI**

**CONTRACT AGREEMENT**

THIS AGREEMENT, made on the 2nd day of March, 2017, by and between **Lexington-Fayette Urban County Government**, acting herein called "OWNER" and **FuelBand LLC**, doing business as an individual located in the City of Lexington, County of Fayette, and State of Kentucky, hereinafter called "CONTRACTOR."

WITNESSETH: That the CONTRACTOR and the OWNER in consideration of One hundred ninety-five thousand three hundred ninety eight Dollars and No Cents (\$195,398.00) quoted in the proposal by the CONTRACTOR, dated February 9, 2017, hereby agree to commence and complete the construction described as follows:

**1. SCOPE OF WORK**

The CONTRACTOR shall furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, the General Conditions, and the Special Conditions of the Contract, the Specifications and Contract Documents therefore as prepared by Sheridan L Sims Architect PSC for Martin Luthur King Park Restrooms and Concession Stand project.

**2. TIME OF COMPLETION**

The time period estimated and authorized by the OWNER for the proper execution of the Work by the Contract, in full, is hereby fixed as one hundred fifty (150) calendar days. The time shall begin in accordance with the Notice to Proceed provided by OWNER.

**3. ISSUANCE OF WORK ORDERS**

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

**4. THE CONTRACT SUM**

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

**5. PROGRESS PAYMENTS**

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

**6. ACCEPTANCE AND FINAL PAYMENT**

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

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

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

**7. THE CONTRACT DOCUMENTS**

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

**8. EXTRA WORK**

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

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

**SPECIFICATIONS**

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

***Division 1 - General Requirements***

|       |   |
|-------|---|
| 01010 | Summary Of Work   |
| 01050 | Field Engineering and Testing                                   |
| 01100 | Construction Procedures   |
| 01300 | Submittals and Project Completion                               |
| 01500 | Temporary Facilities  |
| 01700 | Contract Closeout   |
| 01740 | Warranties  |
| 01800 | Cleaning and Maintenance during Construction and Final Cleaning |

**PLAN DRAWINGS –**

|      |  |
|------|--|
| CS   | COVER SHEET  |
| C1.0 | SITE LAYOUT PLAN/NOTES/DETAILS – BY LFUCG PARKS & REC. |
| S1.0 | STRUCTURAL NOTES                                       |
| A1.0 | FLOOR PLAN / NOTES / ROOF PLAN/ DEMO NOTES AND DETAILS |
| A1.1 | ENLARGED PLAN / INT. ELEV. / SCHEDULE                  |
| A1.2 | ADA MOUNTED DETAILS / SIGN SCHEDULE                    |
| A2.0 | BUILDING ELEVATIONS / SCHEDULE / NOTES                 |
| A3.0 | BUILDING & WALL SECTION / DETAILS / DOOR SCHEDULE      |
| M1.0 | MECH PLANS AND NOTES                                   |
| E1.0 | ELECTRICAL FLOOR PLANS, LEGEND & SCHEDULES             |
| E2.0 | ELECTRICAL SPECIFICATIONS                              |
| P1.0 | PLUMBING PLAN, SCHEDULES, RISER AND NOTES              |

RESOLUTION NO. 110 - 2017

A RESOLUTION ACCEPTING THE BID OF FUEL BAND, LLC, IN THE AMOUNT OF \$195,398.00, FOR THE MARTIN LUTHER KING PARK RESTROOMS AND CONCESSION STAND, FOR THE DIVISION OF PARKS AND RECREATION, AND AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT WITH FUEL BAND, LLC, RELATED TO THE BID.

BE IT RESOLVED BY THE COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:

Section 1 - That the bid of Fuel Band, LLC, in the amount of \$195,398.00, for the Martin Luther King Park Restrooms and Concession Stand, for the Division of Parks and Recreation, be and hereby is accepted and approved as to the specifications and amounts set forth in the terms of the bid and agreement, which are attached hereto and incorporated herein by reference, and the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute the attached agreement with Fuel Band, LLC, related to the bid.

Section 2 - That an amount, not to exceed the sum of \$195,398.00, be and hereby is approved for payment to Fuel Band, LLC, from account #2606-707601-90511 (\$184,250.00), and account #1105-707601-90511 (\$11,148.00), pursuant to the terms of the bid and the agreement.

Section 3 - That this Resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL: March 2, 2017

MAYOR



ATTEST:



CLERK OF URBAN COUNTY COUNCIL

0182-17.DJB:X:\Case\17-PARKS\17-LE0001\LEG\00564847.DOC

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

(Seal)

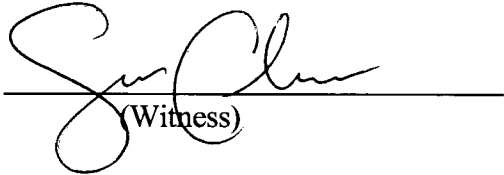
Lexington-Fayette Urban County Government.  
Lexington, Kentucky

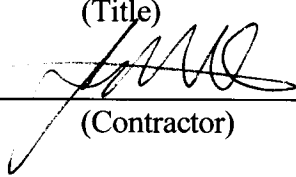
(Owner)

ATTEST:

  
Clerk of the Urban County Council

BY:   
MAYOR

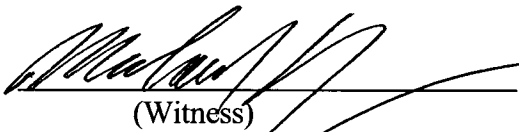
  
(Witness)

\_\_\_\_\_  
(Title)  
  
(Contractor)

(Seal)

\_\_\_\_\_  
(Secretary)\*

BY: MIRZA SALKOVIC

  
(Witness)

OWNER  
(Title)

2000 HARTFORD CT LEX. KY 40514  
(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.

**DIVISION 5 - METALS**

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**SECTION**

05500 MISC. METALS 1-2

**DIVISION 6 - WOOD AND PLASTICS**

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**SECTION**

06010 LUMBER 1-5  
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06192 PRE FAB ROOF TRUSSES 1-3

**DIVISION 7 - MOISTURE PROTECTION**

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**SECTION**

07110 FLOOR SLAB DAMP PROOFING OR WATER PROOFING 1-2  
07160 BITUMINOUS DAMP-PROOFING 1-2  
07210 BUILDING INSULATION 1-2  
07270 FIRE STOPPING & SMOKE STOPPING 1-2  
07600 FLASHING AND SHEET METAL 1-2  
07610 METAL ROOF SYSTEM 1-2  
07900 JOINT SEALERS 1-4

**DIVISION 8 - DOORS AND WINDOWS**

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**SECTION**

08110 STEEL DOOR AND FRAMES 1-3  
08305 METAL ACCESS DOOR - CEILING 1-2  
08331 OVERHEAD COILING DOOR 1-3  
08710 FINISH HARDWARE 1-7

**DIVISION 9 - FINISHES**

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**SECTION**

09260 GYPSUM BOARD SYSTEMS/CEILINGS 1-3  
09900 PAINTING 1-8

**DIVISION 10 - SPECIALTIES**

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**SECTION**

10161 TOILET PARTITIONS - COMPOSITE 1-2  
10440 SPECIALTY SIGNS 1-2  
10522 FIRE EXTINGUISHERS, CABINETS AND ACCESSORIES 1-2  
10800 TOILET ROOM & BATH ACCESSORIES 1-2  
10810 MIRROR UNITS 1

**DIVISION 11 EQUIPMENT**

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**SECTION**

**NO WORK**

DIVISION 12 – FURNISHINGS NO WORK  
SECTION

DIVISION 13 -SPECIAL CONSTRUCTION NO WORK  
SECTION

DIVISION 14 - CONVEYING SYSTEMS NO WORK  
SECTION

DIVISION 15- MECHANICAL – HVAC & PLUMBING  
REFER DRAWINGS

DIVISION 16- ELECTRICAL – POWER & LIGHTING  
REFER DRAWINGS



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:

# THE CINCINNATI INSURANCE COMPANY

## Payment Bond

**CONTRACTOR** (Name, legal status and address):

Fuel Band LLC  
2000 Hartford Court  
Lexington, KY 40514

**SURETY** (Name, legal status and principal place of business):

**THE CINCINNATI INSURANCE COMPANY**  
**6200 S. GILMORE ROAD**  
**FAIRFIELD, OHIO 45014-5141**

**OWNER** (Name, legal status and address):

LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT  
101 EAST VINE ST. 4TH FLOOR  
LEXINGTON, KY 40507

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.

**CONSTRUCTION CONTRACT**

Date: March 14, 2017

Amount: \$170,000.00

Description (Name and location):

Building a small building to contain restroom and concession stand in city park

**BOND**

Date (Not earlier than Construction Contract Date): March 14, 2017

Amount: \$170,000.00

Modifications to this Bond:

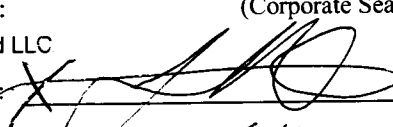
None

See Section 18

**CONTRACTOR AS PRINCIPAL**

Company: (Corporate Seal)

Fuel Band LLC

Signature: 

Name and Title: *MIRZA SALKOVIC*  
*may member*

**SURETY**

Company: (Corporate Seal)

**THE CINCINNATI INSURANCE COMPANY**

Signature: 

Name and Title: *Steven Carroll*  
*Agent/Power of Atty.*

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

(FOR INFORMATION ONLY - Name, address and telephone)

**AGENT or BROKER:**

Carroll and Stone Insurance  
4384 Clearwater Way Ste 200  
Lexington, KY

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

**1** The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, 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 payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations 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 the 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)  
Fuel Band LLC

Signature: 

Name and Title: Mirza Salkovic / mang member

Address: 2000 HARTFORD CT.  
Lexington, Ky 40514

**SURETY**

Company: \_\_\_\_\_ (Corporate Seal)

Signature: 

Name and Title: Steven Carroll / Agent  
Firm of AIA

Address: 4384 Clearwaterway ste 200  
Lexington, Ky 40515

THE CINCINNATI INSURANCE COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY, a corporation organized under the laws of the State of Ohio, and having its principal office in the City of Fairfield, Ohio, does hereby constitute and appoint

David Hollenbaugh, Ron Carroll, Steven Carroll, Steven Carroll, Ron Carroll, David Hollenbaugh,

of Lexington, KY

and deliver on its behalf as Surety, and as its act and deed, any and all bonds, policies, undertakings, or other like instruments, as follows:

Ten Million Dollars and 00/100 (\$10,000,000.00)

This appointment is made under and by authority of the following resolution passed by the Board of Directors of said Company at a meeting held in the principal office of the Company, a quorum being present and voting, on the 6th day of December, 1958, which resolution is still in effect.

"RESOLVED, that the President or any Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 7th day of December, 1973

"RESOLVED, that the signature of the President or a Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

IN WITNESS WHEREOF, THE CINCINNATI INSURANCE COMPANY has caused these presents to be sealed with its corporate seal, duly attested by its Vice President this 10th day of May, 2012.



THE CINCINNATI INSURANCE COMPANY

Stephen A. Justice

Vice President

STATE OF OHIO ) ss:
COUNTY OF BUTLER )

On this 10th day of May, 2012, before me came the above-named Vice President of THE CINCINNATI INSURANCE COMPANY, to me personally known to be the officer described herein, and acknowledged that the seal affixed to the preceding instrument is the corporate seal of said Company, and the corporate seal and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporation.



Mark J. Huller

MARK J. HULLER, Attorney at Law
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration
date Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Secretary of THE CINCINNATI INSURANCE COMPANY, hereby certify that the above is a true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in full force and effect.

GIVEN under my hand and seal of said Company at Fairfield, Ohio,
this day of

Scott R. Kolen

Assistant Secretary



# THE CINCINNATI INSURANCE COMPANY

## Payment Bond

**CONTRACTOR** (Name, legal status and address):

Fuel Band LLC  
2000 Hartford Court  
Lexington, KY 40514

**SURETY** (Name, legal status and principal place of business):

**THE CINCINNATI INSURANCE COMPANY**  
6200 S. GILMORE ROAD  
FAIRFIELD, OHIO 45014-5141

**OWNER** (Name, legal status and address):

LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT  
101 EAST VINE ST. 4TH FLOOR  
LEXINGTON, KY 40507

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.

### CONSTRUCTION CONTRACT

Date: March 14, 2017

Amount: \$170,000.00

Description (Name and location):

Building a small building to contain restroom and concession stand in city park

### BOND

Date (Not earlier than Construction Contract Date): March 14, 2017

Amount: \$170,000.00

Modifications to this Bond:

None

See Section 18

### CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

Fuel Band LLC

Signature: 

Name and Title: *Miza SALKOVIC*  
*mng. member*

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

### SURETY

Company: (Corporate Seal)

**THE CINCINNATI INSURANCE COMPANY**

Signature: 

Name and Title: *Steven Carroll / Agent & Power of atty*

(FOR INFORMATION ONLY - Name, address and telephone)

### AGENT or BROKER:

Carroll and Stone Insurance  
4384 Clearwater Way Ste 200  
Lexington, KY

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



**1** The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, 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 his 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 payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations 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 charges 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 the 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)  
Fuel Band LLC

Signature: X 

Name and Title: Mirza SALKOVIC mgd member

Address: 2000 HARTFORD CT.  
LEXINGTON, KY 40514

**SURETY**

Company: \_\_\_\_\_ (Corporate Seal)

Signature: 

Name and Title: Steven CARROLL / Agent  
# Power of Att.

Address: 4384 Clearwater Way Ste. 200  
Lexington, Ky 40515

The Company executing this bond vouches that this document conforms to American Institute of Architects Document A312, 2010 Edition.

THE CINCINNATI INSURANCE COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY, a corporation organized under the laws of the State of Ohio, and having its principal office in the City of Fairfield, Ohio, does hereby constitute and appoint

David Hollenbaugh, Ron Carroll, Steven Carroll, Steven Carroll, Ron Carroll, David Hollenbaugh,

of Lexington, KY

its true and lawful Attorney(s)-in-Fact to sign, execute, seal and deliver on its behalf as Surety, and as its act and deed, any and all bonds, policies, undertakings, or other like instruments, as follows:

Ten Million Dollars and 00/100 (\$10,000,000.00)

This appointment is made under and by authority of the following resolution passed by the Board of Directors of said Company at a meeting held in the principal office of the Company, a quorum being present and voting, on the 6<sup>th</sup> day of December, 1958, which resolution is still in effect:

"RESOLVED, that the President or any Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 7<sup>th</sup> day of December, 1973

"RESOLVED, that the signature of the President or a Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

IN WITNESS WHEREOF, THE CINCINNATI INSURANCE COMPANY has caused these presents to be sealed with its corporate seal, duly attested by its Vice President this 10<sup>th</sup> day of May, 2012



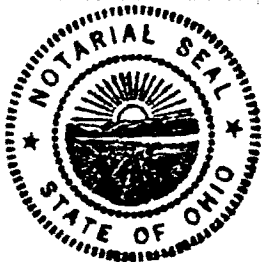
THE CINCINNATI INSURANCE COMPANY

*Stephan A. Dent*

Vice President

STATE OF OHIO ) ss:  
COUNTY OF BUTLER )

On this 10<sup>th</sup> day of May, 2012, before me came the above-named Vice President of THE CINCINNATI INSURANCE COMPANY, to me personally known to be the officer described herein, and acknowledged that the seal affixed to the preceding instrument is the corporate seal of said Company and the corporate seal and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporation



*Mark J. Huller*

MARK J. HULLER, Attorney at Law  
NOTARY PUBLIC - STATE OF OHIO  
My commission has no expiration date. Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Secretary of THE CINCINNATI INSURANCE COMPANY, hereby certify that the above is a true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in full force and effect

GIVEN under my hand and seal of said Company at Fairfield, Ohio this \_\_\_\_\_ day of \_\_\_\_\_

*Scott R. Bolen*

Assistant Secretary



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

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

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

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

ATTEST:

\_\_\_\_\_  
Principal

\_\_\_\_\_  
(Principal) Secretary

BY: \_\_\_\_\_ (s)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
Witness as to Principal

\_\_\_\_\_  
(Address)

ATTEST:

\_\_\_\_\_  
Surety

BY: \_\_\_\_\_  
Attorney-in-Fact

\_\_\_\_\_  
(Surety) Secretary

\_\_\_\_\_  
(Address)

(SEAL)

\_\_\_\_\_  
Witness as to Surety

\_\_\_\_\_  
(Address)

TITLE: \_\_\_\_\_

Surety

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

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

PART VII

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENT: that

\_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
(Address of Contractor)

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

called Principal, and \_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
(Address of Surety)

hereinafter called Surety, are held and firmly bound unto:

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

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

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

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

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

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



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

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

ATTEST:

\_\_\_\_\_  
(Principal)  
\_\_\_\_\_  
(Principal) Secretary

(SEAL) BY: \_\_\_\_\_(s)

\_\_\_\_\_  
(Address)  
\_\_\_\_\_

\_\_\_\_\_  
(Witness to Principal)

\_\_\_\_\_  
(Address)  
\_\_\_\_\_

\_\_\_\_\_  
(Surety)

ATTEST:

BY: \_\_\_\_\_  
(Attorney-in-Fact)

\_\_\_\_\_  
(Surety) Secretary

(SEAL)

\_\_\_\_\_  
Witness as to Surety (Address)

\_\_\_\_\_  
(Address)  
\_\_\_\_\_

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

END OF SECTION

**PART VIII**

**ADDENDA**

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

| <u>Addendum<br/>Number</u> | <u>Title</u> | <u>Date</u> |
|----------------------------|--------------|-------------|
| 1.                         | _____        | _____       |
| 2.                         | _____        | _____       |
| 3.                         | _____        | _____       |
| 4.                         | _____        | _____       |
| 5.                         | _____        | _____       |

## IX. TECHNICAL SPECIFICATIONS

SECTION 01010 - SUMMARY OF WORK

DEMOLITION OF EXISTING CONCRETE BLOCK BUILDING, CLEAN UP OF SITE, CAPPING OFF AND FLAGGING EXISTING UTILITIES BY OWNER.

INSTALLATION OF CONSTRUCTION FENCE BY GENERAL CONTRACTOR AS COORDINATED WITH OWNER'S DEMOLITION WORK.

G.C. TO PROTECT SITE FROM UNNECESSARY DAMAGE AND INSTALL NEW CONSTRUCTION ENTRANCE, SITE SECURITY FENCE AND SILT FENCE PER LFUCG STANDARDS TO PROTECT FROM DISTURBED SOIL SILTING GETTING INTO THE DRAINAGE DITCHES.

G. C. WILL CONSTRUCT BUILDING PAD FOR NEW BUILDING. REFER TO OWNER'S SOILS REPORT & SITE PLAN, AND STRUCTURAL DRAWINGS

NEW CONSTRUCTION OF PARK RESTROOMS AND CONCESSION STAND WITH SIDE WALKS AND FRONT LANDING AREA.

CONSTRUCT DRAINAGE SWALE ABOVE NEW BUILDING PAD TO KEEP STORM WATER MOVING AWAY FROM THE NEW AREA PER SITE PLAN.

EXTEND SANITARY SEWER FROM EXISTING STORAGE TANK TO NEW BUILDING

EXTEND ELECTRIC SERVICE & WATER SERVICE FROM EXISTING SOURCES TO NEW BUILDING.

COMPLETE SITE WORK INCLUDING ROUGH, FINISH GRADE AND NEW SOD.

SECTION 01050 – FIELD ENGINEERING & TESTING

1. All dirt testing for compaction under building, building embankments and parking lot provided by respective P.E. subcontractor as coordinated by GC and document in writing with reports coming directly to A/E consultant and copy to GC & Owner.
2. All concret testing for foundations and slabs provided by respective P.E. subcontractor as coordinated by GC. and document in writing with reports coming directly to A/E consultant and copy to GC & Owner.
3. All private 3<sup>rd</sup> party locally recognized State licensed engineering company must perform "Special Inspection" test and document in writing with reports coming directly to A/E consultant and copy to GC & Owner.
4. All site and building stake out field engineering to be provided by GC to locate all project related work. Includes setting a benchmark for project's building pad, foundation footings, floor slab and sidewalks, ~~parking lot or lot lines.~~
5. All engineering to be provided by a licensed land surveyor & must meet local and State guidelines.

END OF SECTION

SECTION 01100 - CONSTRUCTION PROCEDURES

PART 1 -- GENERAL

1.1 SUMMARY

- A. Provide administrative coordination of all work, including trained, qualified employees and subcontractors, and supervisory personnel.
- B. Arrange and conduct preconstruction and construction meetings with design principals, consultants, and construction trades when required by the Architect.
- C. Submit progress schedule, bar-chart type, updated monthly. Provide submittal schedule, coordinated with progress schedule. Submit schedule of required tests including payment and responsibility.
- D. Submit schedule of values.
- E. Submit payment request procedures.
- F. Provide to the Architect and post at the construction site, a phone and address list of individuals to be contacted in case of emergency.
- G. Maintain and update record drawings and specifications as work progresses. Submit a complete, updated set of record documents upon conclusion of the work.
- H. Keep all work clean and well protected from dirt, weather, theft, and damage.

END OF SECTION

SECTION 01500 - TEMPORARY FACILITIES

PART 1 -- GENERAL

1.1 REQUIREMENTS

- A. Provide temporary services and utilities, including utility costs, for all services required for construction.
- B. Provide construction facilities, including protected storage for building materials.
- C. Provide construction access road and walkways as required.
- D. Provide security and protection requirements including fire extinguishers as required by the local Fire Marshal, site enclosure fence, barricades, warning signs, security lighting, building enclosure, locking, security, and pest control.
- E. Provide personnel support facilities including field office if required by the Architect, sanitary facilities, and drinking water.
- F. Install and maintain project identification sign as designed and provided by the Architect.

END OF SECTION

01700 -- CONTRACT CLOSEOUT

GENERAL

1.1 SUMMARY

A. The following are prerequisites to substantial completion. Provide the following:

Completed punch list and supporting documentation.

Signed warranties.

Certifications as specified.

Occupancy permit from governing agencies and utility companies as required.

Testing and start up of building systems.

Change and transfer of locks and keys as specified.

B. Provide the following prior to final acceptance:

Final payment request with supporting affidavits.

Completed punch list and supporting documentation.

C. Provide sets of record drawings showing original design and all changes made during construction.

D. Provide the following closeout procedures:

Submit record documents.

Submit maintenance manuals.

Complete all repairs, call-backs, corrections, re-adjustments of equipment, final cleaning, and final touch-up. Remove all temporary facilities, equipment, tools and supplies.

END OF SECTION



SECTION 01740 - WARRANTIES

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Preparation and submittal of warranties.
- B. Time and schedule of submittals.

1.2 FORM OF SUBMITTALS

- A. Bind in commercial quality 8-1/2 x 11 inch three D side ring binders with durable covers.
- B. Cover: Identify each binder with typed or printed title WARRANTIES with title of Project; name, address and telephone number of Contractor and equipment supplier; and name of responsible company principal.
- C. Table of Contents: Neatly typed, in the sequence of the Table of Contents of the Project Manual, with each item identified with the number and title of the specification section in which specified, and the name of Product or work item.
- D. Separate each warranty with index tab sheets keyed to the Table of Contents listing. Provide full information, using separate typed sheets as necessary. List Subcontractor, supplier, and manufacturer, with name, address, and telephone number of responsible principal.

1.3 PREPARATION OF SUBMITTALS

- A. Obtain warranties executed in duplicate by responsible Subcontractors, suppliers, and manufacturers, within ten days after completion of the applicable item of work. Except for items put into use with Owner's permission, leave date of beginning of time of warranty until the Date of Substantial completion is determined.
- B. Verify that documents are in proper form, contain full information, and are notarized.
- C. Co-execute submittals when required.
- D. Retain warranties until time specified for submittal.

1.4 TIME OF SUBMITTALS

- A. For equipment or component parts of equipment put into service during construction with Owner's permission, submit documents within ten days after acceptance.
- B. Make other submittals within ten days after Date of Substantial Completion, prior to final Application for Payment.
- C. For items of Work for which acceptance is delayed beyond Date of Substantial Completion, submit within ten days after acceptance, listing the date of acceptance as the beginning of the warranty period.

END OF SECTION

## SECTION 01800 - CLEANING AND MAINTENANCE DURING CONSTRUCTION AND FINAL CLEANING

## GENERAL

## 1.1 SUMMARY

Coordinate w/ Owner areas to be closed off from construction dust & noise from entering occupied business areas. During Grading, foundations, paving, etc. Keep site damp/wet so that dust does not migrate to neighboring businesses.

- A. Keep the buildings and site well-organized and clean throughout the construction period.
- B. Provide general clean up daily and complete weekly pickup and removal of all scrap and debris from the site. Exception: Reusable scrap shall be stored in a neatly maintained, designated storage area.
- C. Weekly pickup shall include a thorough broom-clean sweep of all interior spaces. Also, each week, sweep paved areas on the site and public paved areas adjacent to the site. Completely remove swept dirt and debris. Daily and weekly cleanings will not replace required clean up after the work of specific trades such as specified herein.
- D. At completion of the Work, remove from the job site all tools and equipment, surplus materials, equipment, scrap and debris.
- E. Exterior of building: Inspect exterior surfaces and remove all waste materials, paint droppings, spots, stains or dirt.
- F. Interior of building: Inspect interior surfaces and remove all waste materials, paint droppings, spots, stains or dirt.
- G. Glass: Clean inside and outside so there are no spots or dirt, and no smudges or streaks remain from the cleaning process.
- H. Schedule final cleaning as approved by the Owner to enable Owner to accept a completely clean Work.
- I. Final cleaning will be comparable to that provided by professional, skilled cleaners using commercial grade cleaning materials. Cleaning materials will be used with care and will be compatible with building materials and finishes. Final cleaning will include removal of scraps or waste in landscaped areas and thorough cleaning of walkways, desks, paved areas and public paved areas adjacent to the site.

After installation, inspect all work for improper installation or damage.

Operating hardware must perform smoothly. Repair or replace any defective work. Repair work will be undetectable. Redo repairs if work is still defective, as directed by the Architect. Clean the work area and remove all scrap and excess materials from the site.

END OF SECTION

**SECTION 02710 - SUBDRAINAGE SYSTEMS**

**PART 1 -- GENERAL**

1.1 WORK

A. Provide subgrade drainage at building exterior perimeter as per drawings and as required for complete site drainage.

**PART 2 -- MATERIALS**

2.1 PIPE

A. Provide drainage pipe as follows:

PIPE MATERIAL SCHEDULE

| Pipe | Type | Manufacturer |
|------|------|--------------|
| 1.   |      |              |
| 2.   |      |              |
| 3.   |      |              |

~~B. Polyvinyl Chloride Pipe:~~

~~ASTM D2729, perforated, 6" inside diameter with required fittings.~~

C. Corrugated Plastic Tubing:

Flexible type, perforated, 4" diameter with required fittings.

2.2 FILTER AGGREGATE

A. Coarse Filter Aggregate: Clean, well graded gravel or crushed stone.

B. Fine Filter Aggregate: Clean, natural sand.

C. All aggregate must be clean and free from clay, shale, organic material or debris.

2.3 ACCESSORIES

A. Joint cover: No. 30 asphalt saturated roofing felt. 10 mil polyethylene.

Pipe Sleeve: Continuous or perforated plastic. Filter Fabric: Water pervious type, black polyolefin or polyester.

**PART 3 -- CONSTRUCTION AND INSTALLATION**

3.1 PREPARATION

A. Verify that excavation is ready to receive work.

B. Compensate for over excavation with filter aggregate.

**3.2 INSTALLATION**

A. Install pipe and fittings as per manufacturer's instructions.

Loose butt pipe ends: Place 12" wide joint cover strip completely around pipe, centered cover strip over joint.

\*OR

Place pipe with perforations downwards. Attach pipe joints as per manufacturer's instructions. Place drainage tile on bed of filter aggregate and slope as shown on Drawings. Maximum variation from true slope of 1/4" in 10'.

B. Apply coarse aggregate at sides and top of pipe to 12" compacted depth at top of pipe. Level top surface of aggregate cover and place filter fabric over aggregate cover before backfilling.

C. Place aggregate in maximum 4" lifts. Avoid moving or damaging pipe during compaction. Connect to storm sewer system or sump pits with unperforated pipe couplings.

D. Remove all debris and excess materials from site. Replace or repair defective work as directed by the Architect.

**END OF SECTION**

**SECTION 03300 - CAST-IN-PLACE CONCRETE****1. GENERAL****1.1. SUMMARY****A. Section Includes:**

1. Formwork for cast-in-place concrete, with shoring, bracing, and anchorage.
2. Formwork accessories.
3. Form stripping.
4. Reinforcing steel for cast-in-place concrete.
5. Cast-in-place concrete.
  - a. Foundations, footings.
6. Concrete curing.

**1.2. SUBMITTALS****A. Product Data: Submit manufacturer's product data for the following:**

1. Formwork accessories.
2. Concrete admixtures.
3. Grout.
4. Curing compound.
5. Epoxy bonding system.

**B. Shop Drawings: Submit shop drawings for fabrication and placement of the following:**

1. Reinforcement: Comply with ACI SP-66. Include bar schedules, diagrams of bent bars, arrangement of concrete reinforcement, and splices.

**1.3. QUALITY ASSURANCE****A. Codes and Standards: Comply with the following documents, except where requirements of the contract documents or of governing codes and governing authorities are more stringent:**

1. ACI 301.
2. ACI 318.
3. CRSI Manual of Standard Practice.

**B. Testing Agency Services:**

1. Owner will engage testing agency to conduct tests and perform other services specified for quality control during construction.

**2. PRODUCTS****2.1. FORMWORK****A. Facing Materials:**

1. Unexposed finish concrete: Any standard form materials that produce structurally sound concrete.

**B. Formwork Accessories:**

1. Form coating: Form release agent that will not adversely affect concrete surfaces or prevent subsequent application of concrete coatings.

2. Metal ties: Commercially manufactured types; cone snap ties, taper removable bolt, or other type which will leave no metal closer than 1-1/2 inches from surface of concrete when forms are removed, leaving not more than a 1-inch-diameter hole in concrete surface.

**2.2. REINFORCING MATERIALS**

- A. Reinforcing Bars: Provide deformed bars complying with the following, except where otherwise indicated:
  1. ASTM A 615, Grade 60.
- B. Reinforcing Accessories:
  1. Tie wire: Black annealed type, 16-1/2 gage or heavier.
  2. Supports: Bar supports conforming to specifications of CRSI "Manual of Standard Practice."

**2.3. CONCRETE MATERIALS**

- A. Portland Cement: ASTM C 150, and as follows:
  1. Type I, except where other type is specifically permitted or required.
    - a. Type I may be replaced by Type III (high early strength) for concrete placed during cold weather.
- B. Water: Potable.
- C. Aggregates:
  1. Normal weight concrete: ASTM C 33.
    - a. Local aggregates not in compliance with ASTM C 33 but which have demonstrated capacity to produce concrete of adequate strength and durability may be used when specifically approved through normal approval process.
- D. Admixtures - General: Admixtures which result in more than 0.1 percent of soluble chloride ions by weight of cement are prohibited.
- E. Air-Entraining Admixture: ASTM C 260 and certified by manufacturer for compatibility with other mix components.
- F. Water-Reducing Admixture: ASTM C 494, Type A.
- G. Water-Reducing, Retarding Admixture: ASTM C 494, Type D.

**2.4. MISCELLANEOUS MATERIALS AND ACCESSORIES**

- A. Vapor Retarder: Membrane for installation beneath slabs on grade, resistant to decay when tested in accordance with ASTM E 154, and as follows:
  1. Polyethylene sheet, not less than 8 mils thick.
- B. Nonshrink Grout: ASTM C 1107.
  1. Type: Provide nonmetallic type only.
- C. Burlap: AASHTO M 182, Class 2 jute or kenaf cloth.
- D. Moisture-Retaining Cover: ASTM C 171, and as follows:
  1. Curing paper.
  2. Polyethylene film.

3. White burlap-polyethylene sheeting.
  - E. Liquid Curing Compounds:
    1. Material - curing compounds: Comply with ASTM C 309, Type 1.
  - F. Underlayment Compound: Self-leveling cementitious compound designed for pumping.
  - G. Epoxy Bonding Systems: ASTM C 881; type, grade, and class as required for project conditions.
- 2.5. CONCRETE MIX DESIGN
- A. Proportioning of Normal Weight Concrete: Comply with recommendations of ACI 211.1.
  - B. Specified compressive strength  $f(c)$  at 28 days: 3000 psi or as noted on Drawings.
  - C. Admixtures:
    1. Air-entraining admixture: Use in mixes for exterior exposed concrete unless otherwise specifically indicated. Add at rate to achieve total air content in accordance with Table 1.4.3 of ACI 201.2. For concrete not exposed to exterior, add at rate to achieve total air content between 2 percent and 4 percent.
      - a. Do not use in slabs-on-grade scheduled to receive topping, unless manufacturer of topping recommends use over air-entrained concrete.
    2. Water-reducing admixture: Add as required for placement and workability.
    3. Water-reducing and retarding admixture: Add as required in concrete mixes to be placed at ambient temperatures above 90 degrees F.
    4. Do not use admixtures not specified or approved.

### 3. EXECUTION

#### 3.1. CONCRETE FORM PREPARATION

- A. General: Comply with requirements of ACI 301 for formwork, and as herein specified. The contractor is responsible for design, engineering, and construction of formwork, and for its timely removal.
- B. Earth Forms: Hand-trim bottoms and sides of earth forms to profiles indicated on the drawings. Remove loose dirt before placing concrete.

#### 3.2. VAPOR RETARDER INSTALLATION

- A. General: Place vapor retarder sheet over prepared base material, aligning longer dimension parallel to direction of pour and lapped 6 inches. Seal joints with appropriate tape. Cover with sand to depth shown on drawings.

#### 3.3. PLACING REINFORCEMENT

- A. General: Comply with requirements of ACI 301 and as herein specified.
- B. Preparation: Clean reinforcement of loose rust and mill scale, soil, and other materials which adversely affect bond with concrete.

#### 3.4. JOINT CONSTRUCTION

### CAST-IN-PLACE CONCRETE

- A. Construction Joints: Locate and install construction joints as indicated on drawings. If construction joints are not indicated, locate in manner which will not impair strength and will have least impact on appearance, as acceptable to the architect.
1. Keyways: Provide keyways not less than 1-1/2 inches deep.
  2. Reinforcement: Continue reinforcement across and perpendicular to construction joints, unless details specifically indicate otherwise.

- B. Control Joints: Construct contraction joints in slabs poured on grade to form panels of sizes indicated on drawings, but not more than 15 feet apart in either direction.

1. Saw cuts: Form control joints by means of saw cuts one-fourth slab depth.

### 3.5. CONCRETE PLACEMENT

- A. Inspection: Before beginning concrete placement, inspect formwork, reinforcing steel, and items to be embedded, verifying that all such work has been completed.

1. Wood forms: Moisten immediately before placing concrete in locations where form coatings are not used.

- B. Placement - General: Comply with requirements of ACI 304 and as follows:

1. Schedule continuous placement of concrete to prevent the formation of cold joints.
2. Provide construction joints if concrete for a particular element or component cannot be placed in a continuous operation.
3. Deposit concrete as close as possible to its final location, to avoid segregation.

- C. Placement in Forms: Limit horizontal layers to depths which can be properly consolidated, but in no event greater than 24 inches.

1. Vibrate concrete sufficiently to achieve consistent consolidation without segregation of coarse aggregates.
2. Do not use vibrators to move concrete laterally.

- D. Slab Placement: Schedule continuous placement and consolidation of concrete within planned construction joints.

1. Thoroughly consolidate concrete without displacing reinforcement or embedded items, using internal vibrators, vibrating screeds, roller pipe screeds, or other means acceptable to architect.
2. Strike off and level concrete slab surfaces, using highway straightedges, darbies, or bull floats before bleed water can collect on surface. Do not work concrete further until finishing operations are commenced.

### 3.6. FINISHING FORMED SURFACES

- A. Repairs, General: Repair surface defects, including tie holes, immediately after removing formwork.

### 3.7. FINISHING SLABS

- A. Finishing Operations - General:

1. Do not directly apply water to slab surface or dust with cement.
2. Use hand or powered equipment only as recommended in ACI 302.1R.
3. Screeding: Strike off to required grade and within surface tolerances indicated. Verify conformance to surface tolerances. Correct deficiencies while concrete is still plastic.
4. Bull Floating: Immediately following screeding, bull float or darby before bleed water appears to eliminate ridges, fill in voids, and embed coarse aggregate. Recheck and correct surface tolerances.
5. Final floating: Float to embed coarse aggregate, to eliminate ridges, to compact concrete, to consolidate mortar at surface, and to achieve uniform, sandy texture. Recheck and correct surface tolerances.



6. Troweling: Trowel immediately following final floating. Apply first troweling with power trowel except in confined areas, and apply subsequent trowelings with hand trowels. Wait between trowelings to allow concrete to harden. Do not over trowel. Begin final troweling when surface produces a ringing sound as trowel is moved over it. Consolidate concrete surface by final troweling operation. Completed surface shall be free of trowel marks, uniform in texture and appearance, and within surface tolerance specified.
  - a. Grind smooth surface defects which would telegraph through final floor covering system.
- B. Coordinate appearance and texture of required final finishes with the architect before application.
  1. Apply final finishes in the locations indicated on the drawings.
- C. Trowel Finish: As specified above.
- D. Slab Surface Tolerances:
  1. Achieve flat, level planes except where grades are indicated. Slope uniformly to drains.
  2. Troweled finishes: Achieve level surface plane so that depressions between high spots do not exceed the following dimension, using a 10-foot straightedge:
    - a. 1/4 inch.

**3.8. CONCRETE CURING AND PROTECTION**

- A. General:
  1. Prevent premature drying of freshly placed concrete, and protect from excessively cold or hot temperatures until concrete has cured.
  2. Provide curing of concrete by one of the methods listed and as appropriate to service conditions and type of applied finish in each case.
- B. Curing Period:
  1. Not less than 7 days for standard cements and mixes.
  2. Not less than 4 days for high early strength concrete using Type III cement.
- C. Formed Surfaces: Cure formed concrete surfaces by moist curing with forms in place for full curing period or until forms are removed.
- D. Surfaces Not in Contact with Forms:
  1. Start curing as soon as free water has disappeared, but before surface is dry. Place to protect adjacent concrete edges. Acceptable curing methods:
    - a. Water ponding.
    - b. Water-saturated sand.
    - c. Water-fog spray.
    - d. Saturated burlap: Provide 4-inch minimum overlap at joints.
- E. Avoid rapid drying at end of curing period.

**3.9. SHORES AND SUPPORTS**

- A. General: Comply with recommendations of ACI 347 for shoring and reshoring in multistory construction.
- B. Test field-cured specimens to determine potential compressive strength of concrete for specific locations.

**3.10. QUALITY CONTROL TESTING DURING CONSTRUCTION****CAST-IN-PLACE CONCRETE**

- A. Composite Sampling, and Making and Curing of Specimens: ASTM C 172 and ASTM C 31.
- B. Slump: ASTM C 143. One test per batch.
  - 1. Modify sampling to comply with ASTM C 94.
- C. Air Content of Normal Weight Concrete: ASTM C 173 or ASTM C 231. One test per strength test performed on air-entrained concrete.
- D. Compressive Strength Tests: ASTM C 39.
  - 1. Testing for acceptance of potential strength of as-delivered concrete:
    - a. Obtain samples on a statistically sound, random basis.
    - b. Minimum frequency:
      - 1. One set per 100 cubic yards or fraction thereof for each day's pour of each concrete class.
      - 2. One set per 3500 square feet of slab or wall area or fraction thereof for each day's pour of each concrete class.

END OF SECTION 03300

**SECTION: 03370 CURING AND FINISHING****PART 1 -- GENERAL****1.1 WORK**

A. Provide curing and finishing of concrete shown on the Drawings as per ACI 305--Hot Weather Concreting. ACI 306--Cold Weather Concreting. ACI 308--Standard Practice for Curing Concrete.

**PART 2 -- MATERIALS****2.1 CURING AND SEALING PRODUCTS**

A. Curing and protection paper as manufactured by:

Products shall comply with ASTM C171. Use nonstaining curing paper or paper with polyethylene film on floor slabs.

B. Liquid curing agents as manufactured by:

Consult ACI standards noted under 1.2 A.

C. Slip-resistant abrasive-texture aggregate: Aluminum oxide, grading 14/36.

D. Sealer as manufactured by: MASTER BUILDER SOLUTIONS:  
BASF MASTERKURE CC 300 SB

Submit shop drawings for approval of this product.

**PART 3 -- CONSTRUCTION****3.1 PREPARATION**

A. All materials, equipment, and personnel shall be as required to perform the work shown and specified. Verify that slabs will be properly sloped for required drainage.

**3.2 CURING**

A. Provide for curing of concrete as per ACI 308 for a minimum of seven days. Start curing procedures promptly after pour, to protect concrete from premature drying. Control curing methods, covers, and wetting, with special attention to weather conditions.

B. During curing, protect concrete from heat or cold, to maintain temperature between 50 and 70 F. degrees. Protect concrete from inclement weather, running water, construction equipment, movement and load stress.

**3.3 FINISHING**

A. Match up finish work to adjacent or nearby surfaces at all joints, edges, and corners. Coordinate sawn joints, to keep all joints straight and continuous. Keep joint lines uniform and free of damage.

B. Floating, troweling, and special finishes shall be as noted on the Drawings. Do not begin floating until bleed water is gone and avoid over-troweling. Do not dust cement to expedite troweling start time. Remove any marks left by finishing tools.

C. Complete finishes as shown on the Drawings including troweled finish for walking surfaces or those receiving floor covering or membrane. Broom finish shall be light, medium or coarse, at the direction of the Architect. Scratched finish for surfaces to receive cementitious material. Non-slip finish for steps, landings, platforms, and ramps.

D. After first floating, check plane of surface with 10' steel straightedge. Finish work, measured with a 10' straightedge, must be:

Tolerance of 1/8" in 10' in any direction for first class work, especially flooring; a true plane of 1/4" in 10' for intermediate grade work; and true plane of 1/4" in 2' as minimal utility grade work.

E. Ease edges per the drawing details to picture frame the flat work.

### 3.4 PROTECTION AND COMPLETION

A. Provide ongoing wetting for curing as required by weather conditions.

B. Protect fresh slab work from foot or traffic damage.

C. Seal concrete surfaces where shown on the Drawings. Provide one copy of sealer manufacturer's standard written warranty, if applicable.

### 3.5 REPAIR AND CLEANUP

A. Repair or replace work not in compliance with the Drawings or these Specifications. Repairs shall be as directed by the Architect.

B. Clean work surfaces, and completely remove debris and excess materials from the site.

**END OF SECTION**

## UNIT MASONRY - SECTION 04200

## PART 1 GENERAL

## 1.01 DESCRIPTION OF WORK

- A. Extent of each type of masonry work is indicated on drawings. Steel and masonry lintels, piers, and bond beams are shown on drawings.
- B. Do not parge block below grade. Fill all below grade block solid with grout.
- C. Set steel door frames in masonry.
- D. Exterior Wall Block is split face with integral color as shown on Drawing Elevations Schedule. 2 Green painted bands on exterior walls per elevations.
- E. Foamed in place block insulation under division 7.
- E. Provide block with liquid polymeric integral water repellent admixture that does not reduce flexural bond strength. 'DRY BLOCK' or equal.
- F. Do not use any block that chips or cracks, or other defects which will be exposed in finished work on either inside or outside face of block. This is over and beyond REFERENCE Standards which allows a percentage of defects to show.

## 1.02 QUALITY ASSURANCE

- A. Fire Performance Characteristics: None required.
- B. Standards: Comply with recommendations of Brick Institute of America (BIA, formerly SCP I), and National Concrete Masonry Association.

## 1.03 JOB CONDITIONS

- A. Do not apply loading for at least 12 hours after building masonry walls.
- B. Staining: Prevent soil from staining face of masonry to be waterproofed. Remove immediately grout or mortar in contact with such masonry. Protect base of walls from rain-splashed mud and mortar splatter by means of coverings spread on ground and over wall surface.
- C. Cold Weather Protection:
  - 1. Do not lay masonry units which are wet or frozen.
  - 2. Remove all masonry determined to be damaged by freezing conditions.
  - 3. Perform the following construction procedures while the work is progressing. Temperature ranges indicated below apply to air temperatures existing at time of installation except for grout. For grout, temperature ranges apply to anticipated minimum night temperatures. In heating mortar and grout materials, maintain mixing temperature selected within 10 deg. F (6 deg. C).
    - a. 40 deg. F (4 deg. C) to 32 deg. F (0 deg. C):

- 1) Mortar: Heat mixing water to produce mortar temperature between 40 deg. F (4 deg. C) and 120 deg. F (49 deg. C).
  - 2) Grout: Follow normal masonry procedures.
- b. 32 deg. F (9 deg. C) to 25 deg. F (-4 deg. C):
- 1) Mortar: Heat mixing water and sand to produce mortar temperatures between 40 deg. F (4 deg. C) and 120 deg. F (49 deg. C); maintain temperature of mortar on boards above freezing.
  - 2) Grout: Heat grout materials to 90 deg. F (32 deg. C) to produce in place grout temperature of 70 deg. F (21 deg. C) at end of work day.
- c. 25 deg. F (-4 deg. C) to 20 deg. F (-7 deg. C)
- 1) Mortar: Heat mixing water and sand to produce mortar temperatures between 40 deg. F (4 deg. C) and 120 deg. F (49 deg. C); maintain temperature of mortar on boards above freezing.
  - 2) Grout: Heat grout materials to 90 deg. F (32 deg. C) to produce in place grout temperature of 70 deg. F (21 deg. C) at end of work day.
  - 3) Heat both sides of walls under construction using salamanders or other heat sources.
  - 4) Use windbreaks or enclosures when wind is in excess of 15 mph.
- d. 20 deg. F (-7 deg. C) and below: Discuss continuing work with General Contractor, Construction Manager and Owner under these conditions
- 1) Mortar: Heat mixing water and sand to produce mortar temperatures between 40 deg. F (4 deg. C) and 120 deg. F (49 deg. C).
  - 2) Grout: Heat grout materials to 90 deg. F (32 deg. C) to produce in place grout temperature of 70 deg. F (21 deg. C) at end of work day.
  - 3) Masonry Units: Heat masonry units so that they are above 20 deg. F (-7 deg. C) at time of laying.
  - 4) Provide enclosure and auxiliary heat to maintain an air temperature of at least 40 deg. F (4 deg. C) for 24 hours after laying units.
- e. Do not heat water for mortar and grout to above 160 deg. F (71 deg. C).
- f. Protect completed masonry and masonry not being worked on in the following manner. Temperature ranges indicated apply to mean daily air temperatures except for grouted masonry. For grouted masonry temperature ranges apply to anticipated minimum night temperatures.
- 1) 40 deg. F (4 deg. C) to 32 deg. F (0 deg. C): Protect masonry from rain or snow for at least 24 hours by covering with weather-resistant membrane.
  - 2) 32 deg. F (9 deg. C) to 20 deg. F (-7 deg. C): Completely cover masonry with weather resistant insulating blankets or similar protection for at least 24 hours, 48 hours for grouted masonry.
  - 3) 20 deg. F (-7 deg. C) and below: Except as otherwise indicated, maintain masonry temperature above 32 deg. F (0 deg. C) for 24 hours using enclosures and supplementary heat, electric heating blankets, infrared lamps or other methods proven to be satisfactory. For grouted masonry maintain heated enclosure to 40 deg. F (4 deg. C) for 48 hours.

## PART 2 PRODUCTS

## 2.01 MASONRY UNITS GENERAL

- A. Manufacturer: Obtain masonry units from one manufacturer, of uniform texture and color for each kind required, for each continuous area and visually related areas. Refer plans for color descriptions. Match Lexington's Cardinal Run Park Colors.

## 2.02 CONCRETE MASONRY UNITS (CMU)

- A. Size: Manufacturer's standard units:  
Per plans: Note split face exterior block with smooth faces on interior walls: with nominal face dimensions of 16" long x 10" or 6" (15 5/8" x 9 5/8" or 5 5/8" actual), unless otherwise indicated.
- B. Special Shapes: Provide where required for corners, jambs, sash, control joints, bonding and other special conditions.
- C. Hollow Load Bearing (HL) CMU: ASTM C90 where shown as "HL-CMU". Grade S or N.
- D. Weight Classification: Heavy weight units unless otherwise indicated 9135 lbs. per cu. ft. or more, oven dry weight of concrete).
- E. Exposed Faces: Provide manufacturer's standard color and texture, unless otherwise indicated.

## 2.03 MORTAR MATERIALS

- A. Provide manufacturer's standard formulations.
  - 1. Hydrated Lime: ASTM C207, Type S.
- B. Aggregates for Mortar: ASTM C144, except for joints less than 1/4" use aggregate graded with 100% passing the No. 16 sieve.
- C. Water: Clean and potable.

## 2.04 MASONRY ACCESSORIES

- A. Horizontal Joint Reinforcing and Ties for Masonry: Provide welded wire units prefabricated in straight lengths of not less than 10', with matching prefabricated corner and tee units, complying with ASTM A 82, with deformed continuous side rods and plain cross roads, into units with widths of approximately 2" or less than nominal width of walls and partitions as required to position side rods for full embedment in mortar with mortar coverage of not less than 5/8" on joint faces exposed to exterior and not less than 1/2" elsewhere. Provide the following type of joint reinforcing unless otherwise indicated.
  - 1. Ladder type with perpendicular cross rods spaced not more than 16" o.c.
- B. Wire Sizes: Fabricate with 9 gage side and cross roads, unless otherwise indicated.
- C. Wire Finish: Provide manufacturer's standard mill galvanized finish except as otherwise indicated.

- D. Miscellaneous Masonry Accessories:
  - 1. Reinforcing Bars: Deformed steel, ASTM A615, Grade 60 for bars No. 3 to No. 18.

## 2.05 MORTAR AND GROUT MIXES

- A. Do not lower the freezing point of mortar by use of admixtures or antifreeze agents.
  - 1. Do not use calcium chloride in mortar or grout.
- B. Mortar for Unit Masonry: Comply with ASTM C270, Proportion Specifications, for types of mortar required, unless otherwise indicated.
  - 1. Limit cementitious materials in mortar to portland cement-lime.
  - 2. Use Type M mortar for masonry below grade and in contact with earth, and where indicated.
  - 3. Use Type N mortar for exterior, above grade loadbearing and non load bearing walls; for interior loadbearing walls; and for other applications where another type is not indicated.
- C. Grout for Unit Masonry: Comply with ASTM C476 for grout for use in construction of reinforced and nonreinforced unit masonry. Use grout of consistency indicated or if not otherwise indicated, of consistency (fine) at time of placement which will completely fill all spaces intended to receive grout.

## PART 3 EXECUTION

### 3.01 INSTALLATION GENERAL

- A. Cut masonry units with motor driven saw designed to cut masonry with clean, sharp, unchipped edges. Cut units as required to provide pattern shown and to fit adjoining work neatly. Use full units without cutting wherever possible. Use dry cutting saws to cut concrete masonry units.
- B. Do not wet concrete masonry units.
- C. Layout walls in advance for accurate spacing of surface bond patterns with uniform joint thickness and for accurate location of openings. Avoid less than half size CMU units particularly at wall openings such as doors/windows and corners.
- D. Lay all block in running bond patterns.
- E. Build in items as required by ACI 530 & concrete block industry standards. Any built in item in CMU walls shall have wire mesh in the courses above and below that item. Fill in solidly that item with masonry in the block cells
- F. Fill in cores of CMU blocks below bearing plates, lintels, etc. solid from top to bottom or as noted otherwise on drawings.
- E. Pointing: During the tooling of joints, enlarge any voids or holes and completely fill with mortar. Point up all joints at corners, openings and adjacent to work to provide a neat, uniform appearance, properly prepared for application of caulking or sealant compounds.



- D. Clean block faces as required to leave smooth, ready for weatherproofing or application of insulation and furring strip wall system.
- END OF SECTION

**SECTION 05500 – MISCELLANEOUS METALS****01. SCOPE:**

A. Work included under this heading: Consist of fabrication, assembly and installation of miscellaneous iron, whether specifically mentioned in this section or not. Opening steel lintels included. Galvanized type.

**02. GENERAL REQUIREMENTS:**

A. Furnish all miscellaneous bolts, anchors, hangers, straps, framing and bracing, metal ladders, channel frames and other materials when called for on the drawings or mentioned in these specifications.

B. Furnish such materials required to be built into the construction to the proper trade for setting.

~~C. Furnish and install all site pipe hand and guard rails to meet Building Code and UFAS requirements.~~

**03. MATERIALS:**

A. All material listed below is not necessarily required on this project but is listed as a specification for each material when called for on the drawings or mentioned in these specifications as being required for this project.

B. Headed Concrete Anchor Studs - KSM or Nelson with 2X heads low carbon steel with 55,000 psi minimum yield strength. Install in strict conformance to manufacturer's recommendations.

C. Rolled steel shapes: ASTM A-36.

D. Light Gauge Structural Steel: ASTM A-653, GRADE 33..

E. Bolts, for securing exposed metals: Finished bolts with nuts having hexagonal heads. Provide lock washers.

F. Miscellaneous bolts, anchors, fasteners, etc.: ASTM A-307.

G. Paint: Same as specified for Structural Metals.

H. Miscellaneous items: Provide and install miscellaneous items, whether specifically mentioned or not, considered a part of this work.

~~I. Steel access ladders: Fabricated and securely fastened to wall. Submit shop drawings for approval.~~

**04. FABRICATION:**

A. Welding: Conform to the "Structural Welding Code of the American Welding Society"

B. Relation with other trades: Where work included in this section of the specifications comes in contact with other work, or where this work is for use with Mechanical equipment of any sort, obtain all necessary details to insure perfect connection and operation as a whole.

C. Provision for other work: Drill, punch, cut and tap steel as required for anchoring or accommodating the work of other trades as shown or where instructions for same are given prior to, or with approval of, shop drawings.

D. Joints, Fastenings and Connections: Exposed joints; close fittings, neat and tight. No threads to extend beyond bolt heads. Do all drilling and cutting required for installation of this work. All shop assembled connections welded. Bolts or machine screws may be used for field connections but keep exposed fastenings to a minimum. Grind exposed welds smooth.

E. Build in steel with masonry when necessary, or provide with suitable anchors, expansion shields, etc., required for attachment of this work.

F. Assembling: Insofar as practical, shop fit and assemble items of miscellaneous metal, ready for erection on the job.

**05. PAINTING:**

A. Application: Execute painting on dry surfaces, free from rust, scale, grease, etc.

B. Shop Paint; Apply one coat of shop paint on steel. Surfaces to be field welded shall not receive shop coat.

C. Field Paint: Spot paint field welds, and serious abrasions to shop coat, with material used for shop coat. Spot painting by this Contractor. Field painting by the painting contractor.

**06. ERECTION:**

A. Acceptance of prior work: Secure field measurements pertaining to or affecting this work and verify the location and exact position. Should any deficiencies or errors be found in the work or other trades which affect this work, report them in writing in sufficient time to allow for correction before proceeding with the work.

B. Workmanship: Done by skilled mechanics. The work: Plumb, square, true to line and level and in the precise positions indicated. Provide all tools to execute this work and remove and clean area when finished. Practice all rules of fire prevention, such as fire extinguishers available at all times when using gas torches or electric welders.

C. Install opening lintels per drawings with minimum of 8 inch solid bearing each side.

**07. SHOP DRAWINGS:**

A. Prepare and furnish erection drawings.

**END OF SECTION**

**SECTION 06010 - LUMBER**

**PART 1 -- GENERAL**

**1.1 WORK**

A. Provide and install wood framing and finish carpentry as shown on the Drawings and as specified herein. Work includes all connectors, and related hardware and materials.

B. Where additional instructions are required, work shall be as directed by the Architect.

**1.2 SUBMITTALS**

A. Provide all tests, certificates, and affidavits necessary to verify materials are as specified.

**1.3 QUALITY STANDARDS AND TOLERANCES**

A. Provide a work force that is sufficient in number for the quantity of work and time schedule. Workers shall be skilled, trained, experienced, and competent to do the work as specified.

B. Unless otherwise directed by the Architect, all work shall be as per building code and the Manual for Wood Frame Construction, American Forest and Paper Association (NFPA), National Design Specifications for Wood Construction of the NFPA, Plywood Specifications and Grade guide of the American Plywood Association.

C. Tolerances: Vertical framing shall be plumb within 1/4" per 10 linear feet and horizontal framing shall be level within 1/4" per 10 linear feet.

D. Moisture content of framing lumber shall be 19% or less by weight. Tests will be conducted on all newly shipped lumber to confirm moisture content. Kiln-dried or other lumber requiring lower moisture content shall be as specified.

E. Follow applicable lumber grading agency standards in accepting or rejecting delivered lumber. Reject special, required lumber that is not marked and certified as preservative-treated or kiln-dried.

**1.4 MATERIALS HANDLING AND STORAGE**

A. Reject any delivered framing lumber that is not grade-stamped and certified by a bona fide grading agency. Identify framing lumber by grade, and store each grade separately.

B. Do not accept or use lumber that deviates from grade standards or has excessive moisture content or other defects. Remove unstamped or defective lumber from the job site.

C. Handle lumber to avoid damage during transport, unloading, and moving on the job site. Handle chemically treated lumber and panels strictly according to manufacturer's instructions.

D. Store framing lumber and wood panels to prevent damage and moisture absorption. Store metal connectors that are subject to damage in weathertight wrapping and in safe locations away from traffic or other sources of damage. Store chemically treated lumber and wood panels outdoors until installation. Keep chemically treated lumber and wood panels well ventilated if moved indoors.

**PART 2 -- MATERIALS**

**LUMBER**

2.1 FASTENERS, CONNECTORS, AND SUPPORTS

- A. Furnish and install all anchors as shown per drawings. Install per industry standards and State Building Codes.
- B. Use hot-dip galvanized steel for exterior, high humidity, and treated wood locations.
- C. Nails shall be common wire or spike nails as shown on nailing schedule. Follow all nail size requirements and nail spacings required by the governing building code.
- D. Power-driven nailing: Comply with standards of the International Staple, Nail and Tool Association.
- E. Machine bolts shall comply with ASTM A307. Lag bolts to comply with Federal Spec FF-N-1. Drill holes 1/16" larger than bolt diameters. Use washers under all nuts and bolt heads.
- F. Hangers, connectors, and crossbridging shall be: "Teco, Simpson, or equal as approved by the Architect."

2.2 LUMBER

- A. S4S, S-Dry unless otherwise indicated, grade marked complying with the following:

Girder framing species and grade:

Joist framing species and grade:

Studs (2 to 4 inches thick or wide, 10 feet in length or shorter) Grade: "Stud" or No. 3 Structural Light Framing.

Rafter framing species and grade:

Non-structural light framing species and grade:

Grade: Standard or better. No Utility grade.

Sill boards: Pressure treated or redwood sill grade.

Structural light framing: No. 2 or better.

Lumber for miscellaneous applications shall be Standard grade unless noted otherwise.

2.3 SHEATHING AND UNDERLAYMENT: MATERIALS

- A. Sheathing and underlayment:

Plywood sheathing: Use APA rated, PS-1 or APA PRP-108.

Particleboard: Exterior Type 2-M.

Hardboard: ANSI/AHA A135.6.

Oriented Strand Board (OSB).

~~Subflooring: APA rated plywood sheathing, Exterior Grade.~~

~~Roof sheathing: APA rated plywood, Exterior Grade.~~

Roof Underlayment: APA rated underlayment, Exterior; or Particleboard, Oriented Strand Board, or waferboard with waterproof resin binder.

B. Related construction and materials:

Sill gasket atop foundation wall: Glass fiber strip with width equal to plate.

Sill flashing: Galvanized steel or aluminum.

~~Subfloor glue: APA AFG-01, solvent base, waterproof.~~

Building paper: No. 15 asphalt felt (or spun-bonded polyethylene).

Vapor barrier: 6 mil polyethylene.

Termite shield: Galvanized sheet steel or aluminum.

2.4 WOOD TREATMENT

A. Provide wood preservative as follows:

Type:

Color:

Location:

Manufacturer:

Pressure treatment: AWWA Treatment C.

Waterborne preservative with 0.25 percent retainage, rated for specific uses noted on Drawings.

PART 3 -- INSTALLATION

3.1 WOOD FRAMING: PREPARATION AND PRECONSTRUCTION

A. Examine and verify that job conditions are satisfactory for speedy and acceptable work.

B. Maintain and refer to the latest trade standards. Coordinate and complete rough plumbing before starting framing. Cross-coordinate plumbing, electrical, and HVAC requirements with framing plan.

C. Identify actual dimensions of all required rough openings in framing.

D. Provide framing and shoring plan and schedule. Provide lifts or cranes to assist high-level framing. Verify that materials are stored so as to not overload or interfere with construction.

3.2 ROUGH CARPENTRY, WOOD FRAMING -- AT GRADE AND FOUNDATIONS

~~A. Apply termite prevention where untreated wood will be within 8" of finish grade of soil. Use foundation grade or preservative-treated lumber near soil or where otherwise potentially exposed to moisture.~~

~~B. Completed mudsills shall be straight with a side variation tolerance of 1/4" per 10 linear feet and level within 1/4" per 10 linear feet.~~

3.3 ROUGH CARPENTRY, FRAMING MEMBERS

- A. Install all framing members as per framing plan, details, and building code requirements.
- B. Install joist hangers as per Drawings, manufacturer's instructions, and building code requirements.

3.4 ~~SUBFLOOR SHEATHING~~

- A. Install plywood subflooring as per framing drawings and building code requirements.
- ~~B. Glue and secure subflooring to floor joists with screw type nails. Subfloor to joist connections must be sufficient to totally prevent any squeaking of flooring. Floor squeaking will be remedied as directed by the architect at the contractor's expense.~~
- ~~C. Completed subflooring shall be level within 1/4" per 10 linear feet. Free of depressions or humps and patched to repair holes, splits, or construction damage.~~

3.5 ~~SHEATHING, SIDING, AND FINISH UP WORK~~

- ~~A. Install plywood shear wall construction as per the Drawings and as required by building code. Install wall sheathing panels so that edges have full bearing on framing. Include 1/8" expansion joints between sheathing panels.~~
- ~~B. Prepare plywood surfaces for paint or stain according to paint or stain manufacturer's instructions.~~

3.6 WOOD FRAMING: COORDINATION

- A. Coordinate electrical stub-ups with the framing plan. Coordinate girders, floor joists, and stud walls with plumbing, HVAC ducts and vents. Recess floor joists to allow for changes in floor elevations and surfaces.
- B. Supply and coordinate in-wall fixture and equipment supports such as in-wall blocking, anchors, brackets, grounds, curbs, and other supports.
- C. Install plaster grounds as detailed and as per trade association standards.
- D. Provide joints and connectors at non-wood construction to allow for shrinkage, expansion and other movement of the wood. Provide clearances between framing and other construction that may be subject to differential movement.
- E. Set and prepare framing as required for tile or other waterproof wall finishes. Provide waterproofing sealing as detailed. Prepare framing for waterproof finishes where waterproofing required.
- F. Combine thermal insulation with framing as shown on Drawings.
- G. Combine soundproofing with framing as shown on Drawings. Install sound barrier materials, gaskets, and clips as per manufacturers' instructions. Do not allow any sound transfer connections within soundproof party wall construction.
- H. Provide fire protection facilities and all necessary fire protection precautions during construction. Install required concealed fireproofing such as under enclosed stairs. Provide openings for inspection of concealed work before closing in.

3.7 WOOD FRAMING: BETWEEN PHASES AND AT CONCLUSION OF FRAMING

A. Check and verify correctness of each stage of framing before installing subsequent framing: Remove all unusable wood scraps from site weekly at minimum and between each phase of framing. Call for Architect and/or building department inspection before closing up concealed work.

**3.8 FASTENERS, CONNECTORS, AND SUPPORTS: INSTALLATION**

A. Where not shown on nailing schedule, nails shall penetrate not less than 1/2 the length of nail. Exception: 16d nails may connect two pieces of 2" thickness. Remove and replace split framing members.

B. Use nailing machines or power hammers according to manufacturer's requirements. Provide correct sizes and types of nails for use in nail guns.

C. Check and tighten all bolt connections after they're installed. Recheck and retighten all bolt connections before final construction is completed.

D. Install joist hangers and bridging as per Drawings and manufacturer's instructions.

**END OF SECTION**



**SECTION 06100 - ROUGH CARPENTRY****PART 1 GENERAL****1.1 SUMMARY**

- A. Provide and install all items necessary for a complete structural wood framed assembly in accordance with applicable codes and accepted engineering practice.

**1.2 QUALITY ASSURANCE**

- A. Regulatory Requirements:
1. Standard Building Code
  2. National Forest Products Association
  3. American Plywood Association
  4. Truss Plate Institute
  5. American Wood Preservers, Inc.

**1.3 SHOP DRAWINGS**

- A. General:
1. **PRE ENGINEERED SHOP BUILT PRODUCTS** - Shop drawings shall indicate specific project conditions, dimensions and layout to sufficient scale and detail to permit engineering evaluation of proposed design and fabrication details

**PART 2 PRODUCTS****2.1 LUMBER**

- A. All Wood on concrete or masonry shall be pressure treated:
- B. Wood stud walls shall be in sizes shown on drawings but members shall not be less than 2" x 4" nominal, with face perpendicular to the partitions. Spacing shall be in accordance with plans.
- C. All wood stud walls shall be in capped with double top plates overlapped at corners and at intersections with other walls. End joints in double top plates shall be offset at least 24 inches.
- D. Lumber Shall be as follows:
1. Plywood: 1/2" or 3/4" CDX Plywood.
  2. Blocking/nailers: Utility grade or better.
- E. Fastening shall be as follows:
1. Anchor as per industry standards and as recommended by manufacturer of product to be installed.

**2.2 LUMBER**

**A. Lumber**

1. Provide lumber dressed on all exposed faces, unless otherwise indicated.
2. Do not use twisted, warped, bowed, or otherwise defective lumber.
3. Sizes indicated are nominal, unless otherwise indicated.
4. Do not mark or color lumber, except where such marking will be concealed in finish work.

**PART 3 EXECUTION**

**3.1 PROTECTION**

- A. Protect wood from damage and maintain design environmental conditions.**

**END OF SECTION 06100**

## SECTION 06192 – FABRICATED WOOD TRUSSES

## 1. DESCRIPTION OF WORK

## 1.1 Type of prefabricated wood trusses include:

Note 2X solid wood roof framing on structural plans.

~~Draft stop framing on parts of wall trusses.~~

~~Floor trusses to be designed as continuous over exterior span and corridor with bearing on exterior and corridor walls or steel beams in corridor walls.~~

Roof trusses to bear on exterior walls or interior walls or interior bearing/shear walls.

Refer to structural plans for details.

## 1.2 Where required, truss designer and manufacturer shall provide for high winds with furnishing of hurricane straps. Refer to structural plans.

## 1.3 Provide truss design in compliance with state and federal interstate shipping standards.

1.4 ~~Provide rough opening framing in draftstop trusses for metal access doors as per plans.~~

## 2. QUALITY ASSURANCE

## 2.1 TPI Standards: Comply with applicable requirements and recommendations of the Truss Plate Institute (TPI 1-1995) publication, "National Design Standards for Metal Plate Connected Wood Truss Construction".

## 2.2 Wood Structural Design Standard: Comply w/ applicable requirements of "National Design Specification of Wood Construction" published by American Forest &amp; Paper Assoc. ANSI/AF2PA NDS - 2001.

## 2.3 Lumber Standard: Comply with PS 20 and with applicable rules of the respective grading inspecting agencies for species and grade of lumber indicated.

## 2.4 Connector Plate Manufacturer's Qualifications: Provide truss connector plates manufactured by one firm which is a member of TPI and complies with TPI quality control procedures for manufacture of connector plates published in TPI "Quality Control Manual".

## 3. SUBMITTALS

## 3.1 Shop Drawings: Submit shop drawings showing species, sizes and stress grades of lumber to be used; pitch, span, camber, configuration and spacing for each type of truss required; type, size, material, finish, design value, and location of metal connector plates; and bearing and anchorage details.

## 3.1.1 Provide shop drawings which have been signed by a structural engineer licensed to practice in the Commonwealth of Kentucky. Each drawing must be marked with label that is "approved for construction".

## 3.1.2 Shop drawings shall include all information required by item 2303.4 &amp; 2303.4.1 of the 2002 Ky. Building Code.

## 06192 PRE ENGINEERED ROOF TRUSSES

#### 4. TRANSPORTATION, DELIVERY, STORAGE, HANDLING

- 4.1 Designer of truss shall take into consideration state and federal highway shipping and bridge clearance requirements.
- 4.2 Handle and store trusses in accordance with manufacturer's instructions and recommendations to avoid damage from bending, overturning or other cause for which truss is not designed.
- 4.3 Time delivery and erection of trusses to avoid extended on-site storage and to avoid delaying work of other trades whose work must follow erection of roof and floor trusses.

#### 5. ACCEPTABLE MANUFACTURERS

- 5.1 Manufacturer: Subject to compliance with requirements, provide metal connector plates of one of the following, or equal to as much with shop drawings sealed by KY, PE;
  - Kin Tech Corp.
  - Tee-Lok Corp.
  - Alpine Engineering
  - Trusswall Systems
- 5.2 Truss manufacturer shall be an "Approved Fabricator" in accordance with Chapter 17 of the 2013 Kentucky Building Code, as amended.
- 5.3 A copy of Commonwealth of Kentucky approval of the truss manufactured shall be submitted with the shop drawings. Shop drawings WILL NOT BE REVIEWED without this document. At completion of fabrication, a "Certificate of Compliance" shall be submitted in accordance with Section 1704.2.2 of the building code.

#### 6. MATERIALS

- 6.1 Lumber:
  - 6.1.1 Factory mark each piece of lumber with type, grade, mill and grading agency.
  - 6.1.2 Nominal sizes are indicated, except as shown by detail dimensions. Provide actual sizes as required by PS 20, dressed lumber, S4S, unless otherwise indicated.
  - 6.1.3 Provide seasoned lumber with a maximum moisture content at time of dressing of 19%.
- 6.2 Lumber Species: Any softwood, at fabricator's option, as required to comply with other requirements and local or state building codes.
- 6.3 Stress Rating: Provide lumber which has been graded or tested and certified, at indicated moisture content, to be in compliance with stress ratings shown on drawings.
- 6.4 Metal Connector Plates, Fasteners and Anchorages:
  - 6.4.1 Connector Plate Material: Metal complying with the following requirements, unless otherwise indicated: not less than 0.036" thick, coated thickness.
  - 6.4.2 Fasteners and Anchorages: Provide size, type, material and finish indicated, complying with applicable Federal Specifications for nails, screws, bolts, nuts and washers and anchoring devices.

**7. WOOD TREATMENT**

7.1 Kiln-dry lumber after treatment to a moisture content of 19% or less.

**8. FABRICATION**

8.1 Assemble truss members in design configuration indicated using jigs or other means to ensure uniformity and accuracy of assembly with close fitting joints. Position members to produce design camber indicated.

8.2 Connect truss members by means of metal connector plates accurately located and securely fastened to wood members by means indicated.

8.3 Connector plates shall be designed such that they do not interfere with the installation of smoke dampers- see structural drawings.

**9. EXECUTION**

9.1 General: Erect and brace trusses to comply with the recommendations of manufacturer and the Truss Plate Institute.

9.2 Hoist units in place by means of lifting equipment suited to sizes and types of trusses required, applied at proper lift points as recommended by fabricator, exercising care not to damage truss members or joints by out-of-plane bending or other causes.

9.3 Provide temporary bracing as required to maintain trusses plumb, parallel and in location indicated, until permanent bracing is installed. Observe all manufacturer's and industry standard safety standards.

9.4 Anchor trusses securely at all bearing points as per manufacturer specifications and in accordance with details shown on the structural drawings.

9.5 Install permanent bracing and related components to enable trusses to maintain design spacing, withstand live and dead loads including lateral loads, and to comply with other indicated requirements.

9.6 Do not cut or remove truss members.

END OF SECTION

## SECTION 07110 - FLOOR SLAB MEMBRANE DAMPPROOFING OR WATERPROOFING

## PART 1 -- GENERAL

## 1.1 WORK

- A. Provide everything required to complete the work as shown on the Drawings and specified herein.
- B. Refer Bituminous Damproofing for foundation wall damp proofing. Section 07160

## 1.2 QUALITY STANDARDS

- A. Provide experienced, well-trained workers competent to complete the work as specified.
- B. Unless approved by the Architect, provide all related products and accessories from one manufacturer.

## 1.3 SUBMITTALS

- A. Submit the following within 14 calendar days after receiving the Notice to Proceed.

Submit list of materials to be provided for this work; manufacturer's data required to prove compliance with these Specifications, manufacturer's installation instructions; shop drawings as required with complete details and assembly instructions.

Submit samples as required for approval by the Architect.

## 1.4 MATERIALS HANDLING

- A. Provide all materials required to complete the work as shown on drawings and specified herein. Deliver, store, and transport materials to avoid damage to the products or to any other work and as per the General Conditions.
- B. Have on hand and ready for installation in coordination with roofing, all accessories such as skylights, hatches, relief vents, expansion joints, etc.

## 1.5 PRECONSTRUCTION AND PREPARATION

- A. Examine and verify that job conditions are satisfactory for speedy and acceptable work

## PART 2 -- MATERIALS

## 2.1 WATERPROOFING

- A. Vapor barrier must have all of the following qualities:
  - 1. Permeance of less than 0.01 Perms [grains/(ft<sup>2</sup> · hr · inHg)] as tested in accordance with ASTM E 1745 Section 7.
  - 2. Other performance criteria:
    - a. Strength: ASTM E 1745 Class A.
    - b. Thickness: 10 mils
- A. ~~Vapor barrier products:~~
  - 1. ~~Basis of Design: Stego Wrap Vapor Barrier (15 mil) by Stego Industries LLC, (877) 464-7834 [www.stegoindustries.com](http://www.stegoindustries.com).~~

PART 3 -- CONSTRUCTION AND INSTALLATION

3.1 APPLICATION

- A. Clear subgrade of weak soil. Backfill with well compacted soil before laying gravel granular fill.
- B. Generously lap and thoroughly mop membrane felts over insulating slab or grout-covered gravel. Waterproofing or dampproofing membranes must not be punctured or damaged in any way.
- C. Provide complete protection to waterproofing or dampproofing membranes during laying of reinforcing and pour of slab. Verify that membranes are undamaged and sealed tight before pour.
- D. Upon completion, clean the work area and remove all scrap and excess materials from the site. Allow convenient access for inspection of work and repair or replace defective work as directed by the Architect.

END OF SECTION

**SECTION 07160 - BITUMINOUS DAMPPROOFING**

**PART 1 GENERAL**

**PART 1.1 SUMMARY**

A. Section Includes:

1. Substrate preparation.
2. Primer.
3. Bituminous damp proofing.
4. Edge and penetration detailing material.

**1.2 SUBMITTALS**

A. Product Data: Technical product information and installation instructions which demonstrate that products comply with project requirements.

**1.3 DELIVERY, STORAGE, AND HANDLING**

- A. Deliver damp proofing materials to project site in factory-sealed containers.
- B. Store materials in dry, well-ventilated space.

**1.4 SITE CONDITIONS**

- A. Install damp proofing only when site weather conditions are acceptable per manufacturer's recommendations.
- B. Ventilation: Provide sufficient ventilation during application and curing of damp proofing to prevent buildup of toxic or flammable fumes.

**PART 2 PRODUCTS**

**2.1 BITUMINOUS DAMPPROOFING MATERIALS**

- A. Cold-Applied Asphalt Emulsion Mastic: Fibrated damp proofing mastic of troweling (heavy) consistency, meeting the requirements of ASTM D 1227, Type IV; asbestos free.
- B. Asphalt Primer: ASTM D 41.

**2.2 INSTALLATION ACCESSORIES**

- A. Reinforcing Fabric: Woven or nonwoven glass fiber, treated with organic binders and coated for compatibility with damp proofing bitumen.
- B. Detailing Mastic: Asphalt-based plastic roof cement, trowel consistency, meeting the requirements of ASTM D 4586.

**PART 3 EXECUTION**

**3.1 EXAMINATION**



- A. Verify that surfaces are smooth, sound, clean, and dry, and that elements which will penetrate damp proofing have been completed and are rigidly installed.

### 3.2 PREPARATION

- A. Remove honeycomb, aggregate pockets, fins, ridges, and projecting rough areas.
- B. Fill cracks, holes, depressions, and irregularities with latex patching mortar or detailing mastic as recommended by membrane manufacturer.
- C. Form fillets (cants) at inside corners and around projecting elements using latex patching mortar or detailing mastic.

### 3.3 INSTALLATION - GENERAL

- A. Comply with damp proofing manufacturer's instructions for handling, preparation, application, and protection of damp proofing materials.

### 3.4 BELOW -GRADE DAMPPROOFING

- A. Apply one coat of primer at the rate of 200 - 300 square feet per gallon and allow to dry.
- B. Form flashings at outside corners, changes in plane, and penetrations. Apply coating of damp proofing or detailing mastic, embed layer of fiberglass reinforcing extending at least 12 inches onto damp proofing surface, and topcoat with another layer of damp proofing or detailing mastic.
- C. Trowel-apply a uniform coat of fibrated mastic damp proofing. Coverage, 6-1/2 to 7-1/2 gallons per 100 square feet to provide average dry film thickness of at least 60 mils with no less than 30 mils thickness at any point.
- D. Apply a "touch-up" coating over areas where coating is thin or has not formed a smooth lustrous surface.
- E. Apply second coat of damp proofing as specified above.

### 3.5 INSPECTION

- A. Before covering or backfilling damp proofing, notify the architect that the damp proofing is ready for inspection.

### 3.6 PROTECTION AND CLEANING

- A. Take measures required to protect completed damp proofing after installation.
- B. Clean spillage and soiling from adjacent surfaces using cleaning agents and procedures recommended by the manufacturer of the surface.

END OF SECTION 07160

## SECTION 07210 - BUILDING INSULATION

## PART 1 GENERAL

## 1.1 SUMMARY

## A. Section Includes:

- ~~1. Glass fiber blanket/batt.~~
2. Rigid board slab perimeter foundation insulation.
3. Attic insulations – refer drawings
4. Block insulation – spray type.  
Insulative Block foam, Core Fill 500 by Tailored Chemical Products, Inc. or equal approved from shop drawings and manufacturer's literature.

## B. Other Sections Include

- ~~1. EIFS Insulation~~
3. Blown in attic fiberglass insulation: R-38. Installer to provide cardboard baffles above attic soffit to keep insulation out of ventilation pathway.

## 1.2 DEFINITIONS

- A. Thermal Resistance (R-value): The temperature difference in degrees F between the two surfaces of a material of given thickness, required to make 1 Btu of energy flow through 1 square foot of the material in 1 hour.

## PART 2 PRODUCTS

## 2.1 MATERIALS

- A. Provide manufacturer's standard preformed insulation units, sized for proper fit in indicated applications.

B. ~~Glass Fiber Insulation Blanket/Batt:~~

- ~~1. Foil faced blanket/batt: Type III, Class B (ASTM C 665); blanket/batt exclusive of facing must pass ASTM E 136 combustion test requirements.~~
- ~~2. Total R-value: 19 at exterior walls.~~
- ~~3. Products of the following manufacturers, provided they comply with requirements of the contract documents, will be among those considered acceptable:~~
  - ~~a. CertainTeed Corporation.~~
  - ~~b. Manville Roofing Systems, a Division of Schuller International, Inc.~~
  - ~~c. Owens Corning Fiberglas Corporation.~~

## C. Rigid insulation board for slab perimeter:

1. Extruded polystyrene board (ASTM c578): closed cell, rigid, square edges, 2" minimum thickness.
2. Total R-value: 9.

3. Products of the following manufacturers, provided they comply with requirements of the contract documents, will be among those considered acceptable:
  - a. Dow "Styrofoam SM" extruded polystyrene.
  - b. Manville Roofing System, a Division of Schuller International, Inc..

D. Glass fiber loose fill - attic insulation per manufacturer's recommendations.

## 2.2 ACCESSORIES

A. Provide accessories as necessary to properly install specified products.

## PART 3 EXECUTION

### 3.1 INSTALLATION

A. Comply with insulation manufacturer's recommendations and installation sequence. Provide permanent placement and support of insulation.

B. Install materials in a manner which will maximize continuity of thermal envelope. Use a single layer of insulation wherever possible to achieve indicated requirements, unless otherwise indicated.

C. ~~Insulation Blankets/Batts:~~

~~1. Faced insulation: Place insulation with facing oriented toward warm side of construction, unless otherwise indicated. Maintain ventilation spaces. If tears or punctures occur, repair them immediately using suitable procedures to restore integrity of membrane.~~

~~2. Application: Metal-framed construction:~~

~~a. Foil-faced insulation:~~

~~1) Lapped flange installation: Lap blanket/batt flange over flange of adjacent blanket/batt on face of framing members to provide airtight installation when concealing finish is installed. Use insulation manufacturer's recommended procedure to form airtight joints where blanket/batt contacts objects such as pipes, conduits, electrical boxes, etc.~~

END OF SECTION 07210

## SECTION 07270 - FIRESTOPPING AND SMOKESTOPPING

## 1. GENERAL

## 1.1. SUMMARY

## A. Section Includes:

1. Firestopping of all penetrations through fire barriers.
2. ~~Smokestopping of all penetrations through smoke barriers.~~

## B. Work Not Included: Repairing penetrations made in error and repairing penetrations which are too large to be sealed by the methods indicated; these are to be repaired using the original material of the construction. All related repair expense is that of the Contractor.

## 1.2. SUBMITTALS

## A. Schedule of Firestopping: Complete list, for approval, of penetrations to be sealed, indicating location, fire rating of penetrated assembly, identification of penetration seal to be used, fire rating of penetration seal, and evidence of acceptable testing.

1. Mechanical Room ceiling penetrations.

~~B. Schedule of Smokestopping: Complete list, for approval, of penetrations to be sealed, indicating location, construction of penetrated assembly, and identification of penetration seal to be used.~~

## 1.3. QUALITY ASSURANCE

## A. Testing Requirements: Testing shall have been conducted or witnessed by an independent testing agency acceptable to governing authorities.

1. The listing of the assembly to be used in the current edition of one of the following classification guides will be considered evidence of acceptable testing:
  - a. Underwriters Laboratories Inc. "Fire Resistance Directory."
  - b. Factory Mutual System "Approval Guide."
  - c. Warnock Hersey "Certification Listings."
2. A current evaluation report by one of the following will be considered evidence of acceptable testing:
  - a. BOCA Research and Evaluation Committee ("BOCA Research Report").
  - b. National Evaluation Service ("NES").

## 2. PRODUCTS

## 2.1. MATERIALS

## A. Firestopping Materials: Provide penetration seal assemblies whose fire-resistance ratings have been determined by testing in the configurations required and which have fire-resistance ratings at least as high as that of the fire-rated assembly in which they are to be installed.

1. Provide products which:
  - a. Allow normal expansion and contraction movement of the penetrating item without failure of the penetration seal.
  - b. Emit no hazardous, combustible, or irritating by-products during installation or curing period.
  - c. Do not require special tools for installation.

~~B. Smokestopping: Use any gunnable or pourable joint sealant suitable for the application; use only fully curing types where accessible in the finished work. Provide products which:~~

1. ~~Allow normal expansion and contraction movement of the penetrating item without failure of the penetration seal.~~
  2. ~~Emit no hazardous, combustible, or irritating by-products during installation or curing period.~~
  3. ~~Do not require special tools for installation.~~
- C. Labels: Red, permanent marking using the words "Fire-Rated Assembly - Do not disturb - See maintenance instructions" and the testing agency designation, or equivalent as approved by the authority having jurisdiction.
1. For marking firestopping and smokestopping assemblies, use self-adhesive tape or wired-on labels.

### 3. EXECUTION

#### 3.1. EXAMINATION

- A. Preinstallation Inspection: Inspect all fire and smoke barriers for penetrations of any type; mark or otherwise identify all penetrations indicating action required: 1) repair; 2) firestopping; ~~or 3) smokestopping.~~

#### 3.2. INSTALLATION

- A. Install firestopping materials in exact accordance with manufacturer's instructions and the conditions of the testing; provide all accessory materials required.
- B. Remove combustible forming materials, unless they are a required component of the tested assembly.
- C. Leave project site clean and trash free, Dispose of left over packaging and material per City standards.

#### 3.3. PERMANENT IDENTIFICATION OF PENETRATIONS

- A. Near fire ~~and smoke barriers~~, mark each exposed penetration with label identifying it as a fire-stopped ~~or smoke-stopped~~ assembly.

#### 3.4. FIELD QUALITY CONTROL

- A. Inspect completed installations for completeness and correct installation.
1. If installed work is to be covered in completed work, inspect prior to covering.

END OF SECTION

**SECTION 07600 - FLASHING AND SHEET METAL**

## 1. GENERAL

## 1.1. SUMMARY

## A. Section Includes:

1. Sheet metal flashing and trim.
2. All Building exterior coil stock metal used to wrap soffit/fascias.

## 1.2. SUBMITTALS

## A. Product Data.

- B. Shop Drawings: Detailed drawings clearly indicating component profiles, joints, transitions, fastening methods, and relationship of flashing materials to adjacent construction.

## 2. PRODUCTS

## 2.1. MATERIALS

## A. Galvanized Steel Sheet: ASTM A 526, commercial quality, G90 hot-dip galvanized.

1. Minimum thickness: 24 gage (0.0239 inch), unless indicated otherwise.
2. Color from manufacture's Standard color palate.

## 2.2. ACCESSORY MATERIALS

- A. Fasteners: Corrosion-resistant metal of same material as the material being fastened, or other material recommended by sheet metal manufacturer. Match finish and color of exposed fastener heads to finish and color of sheet material being fastened.

- B. Bituminous Coating: Heavy bodied, sulfur-free, asphalt-based paint; FS TT-C-494.

## 2.3. FABRICATION - GENERAL

- A. Form sheet metal to match profiles indicated, substantially free from oil-canning, fish-mouths, and other defects.

- B. Comply with SMACNA "Architectural Sheet Metal Manual" for applications indicated.

- C. Provide for thermal expansion of exposed sheet metal work exceeding 15 feet running length.

1. Flashing and trim: Provide movement joints at maximum spacing of 10 feet; no joints allowed within 2 feet of corner or intersection.

- D. Conceal fasteners and expansion provisions wherever possible.

1. Exposed fasteners are not allowed on faces of sheet metal exposed to public view.

- E. Fabricate cleats and attachment devices from same material as sheet metal component being anchored or from compatible, noncorrosive metal recommended by sheet metal manufacturer.

1. Gage: As recommended by SMACNA or metal manufacturer for application, but in no case less than gage of metal being secured.

3. EXECUTION

3.1. PREPARATION

- A. Isolate dissimilar metals by means of a heavy bituminous coating, approved paint coating, adhered polyethylene sheet, or other means approved by the architect.

3.2. INSTALLATION

- A. General: Except as indicated otherwise, comply with sheet metal manufacturer's installation instructions and recommendations in the SMACNA "Architectural Sheet Metal Manual."

3.3. CLEANING AND PROTECTION

- A. Repair or replace work which is damaged or defaced, as directed by the architect.
- B. Remove from sheet metal surfaces any debris or substances which will inhibit uniform weathering.
- C. Protect sheet metal work as recommended by the installer so that completed work will be clean, secured, and without damage at substantial completion.

END OF SECTION

## SECTION 07610 - METAL ROOF 'CLIP' SYSTEM

## PART 1 GENERAL

## 1.1 SUBMITTALS

- A. Submit manufacturer's product data and specifications.
- B. Shop Drawings of installation details for this project.
- C. 1.5" x 16 "wide standing seam snap lock metal roof panel.
- D. Manufacturer's Standard Color Palate. **35 year warranty** for finish for painted metal roof panel non prorated.
- D. Availability statement.
- E. Furnish all labor, materials, tools, equipment & services for all preformed roofing as required for a complete installation with material and labor warranty. Including all panels, clips, trim/flashing, fascias, ridges, closures, sealants, fillers and any other required item for installation over plywood substrate over wood roof trusses with 4/12 pitch or greater. All roofing products must be from a single source manufacturer or any exception pointed out to the owner.

## 1.2 QUALITY ASSURANCE

- A. Properties of panel are to be in accordance with the 1980 edition of "Specifications for the Design of Light Gage Cold formed Steel Structural Members" published by the American Iron and Steel Institute (A.I.S.I.). And comply with ASTM E1514
- B. Allowable loads for wind are as required by current State & Local Building Code.
- C. Values shown as allowable loads are based on panel covering 3 equal continuous spans. Multiply values shown by 0.8 for 2 span condition.
- D. Values for deflection are based on a span to deflection ratio of 180.
- E. Panels are roll formed from 50,000 psi yield steel in 24 gage.
- F. Color: Please consult your supplier regarding availability and minimum order quantities. **'Forest Green' or Dark Green Kynar 500 paint finish.** ASTM D 2244 & 968 for color tolerances and abrasion resistance.
- G. Provide Warranty as follows upon completion documented by Certificate of Occupancy:
  - a. 35 year standard paint warranty 25year aluminum substrate warranty.
  - b. 2 year labor and installation warranty.
- H. Roof panel installer must inspect and approve of roof wood panel substrate previous to beginning installation and recommend any repairs or corrections.
- I. Manufacturer shall have min. 3 years experience in manufacturing of metal roof product and system. Have installed minimum of 5 projects of similar scope that have been in service for last 2 years with satisfactory performance. Provide references to owner if requested.



- J. ASTM E1514, ASTM A792-96 & B B-209 Standard Spec for Structural Standing Seam Roof Panels, 1998 (2003) ; ASTM Performance Testing 2005; ASTM E1646 Water Penetration Test; ASTM E1680 Air Leakage Test 1995 (2003); MBMA Manual guidelines for installation 2006, updated 2010 & 2012; MBMA Design Manual 2000 updated 2012; UL 580 Test for Uplift Resistance 2012. UL 2218 Class 4 hail impact.
- K. Thermal effects of expansion and contraction to avoid oil canning allowing roof panels freedom to move in response to temperature changes must meet MBMA manual specifications.

## **PART 2 PRODUCTS**

### **2.1 MANUFACTURERS**

- A. Products of the following manufacturers, provided they comply with requirements of the Contract Documents, will be among those considered acceptable:
  - 1. CECO
  - 2. VARCO PRUDEN
  - 3. American Building Products
  - 4. Drexel Metals, Inc.
  - 5. Other as approved by owner / consultants.

### **2.2 STANDING SEAM METAL ROOF PANELS**

- A. Straight Rib Roof panel shall be roll formed 16 inches wide with a 1.5" deep straight rib at each edge. One edge rib shall have a "male" flange at its top and the other edge rib shall have a "female" flange. This design allows a friction interlock of "male"/"female" ribs on adjacent panels. At end laps the end of the overlapping panel shall be factory swaged to allow nesting with the bottom panel.
- B. Concealed clips shall be furnished by supplier of materials to fasten panels to structural members.
- C. Concealed clips shall be the same as used during the ASTM testing. Clips shall be as required for roof panel installation and factory manufactured.
- D. Pipe Flashings shall provide a weather tight joint and roof projections and allow for thermal movement and avoid penetration at any roof panel seam.

## **PART 3 INSTALLATION**

- A. Deliver, Furnish & Install all components per manufacturer's written recommended specifications meeting current State building codes & SMACNA's 'Architectural Sheet Metal Manual'. Store and Handle with care to prevent damage, bending, warping, etc.
- B. Install accessories with positive anchorage to building with a weathertight mounting allowing for thermal expansion.
  - C. Install 40 mil. SJS modified bitumen with UV resistant anti-slip polyethylene underlayment material over the plywood substrate. Underlayment to provide ice and water protection, & be resistant to 250 degree heat without degradation of adhesive, and must be self sealing of High-tensile strength. Meet ASTM D 1970 & 2012 International building code. UL Classified, ICC-ES ESST #2206. Install per manufacturer's recommendations.

- D. Coordinate roof panel installation with flashings & other roof and soffit trim components.
- E. Provide concealed fasteners where possible and required by the Metal Roof Panel manufacturer.
- F. Install work with laps, joints, and seams that will be permanently water tight and weather resistant.

**PART 4. CLEAN & PROTECT:**

- A. Clean site of excess material and remove from site.
- B. Clean finished roof per manufacturer's recommendations.
- C. Protect roof system until accepted by owner, repairing or replacing any product not acceptable.
- D. Touch up minor scratches or abrasion per the manufacturer's recommendations.

**END OF SECTION 07610**

**SECTION 07900 - JOINT SEALERS****PART 1 GENERAL****1.1 SUMMARY****A. Section Includes:**

1. The sealing of joints indicated on schedule at the end of this section.
2. The sealing of other joints indicated on drawings.
3. ~~EIFS joint sealants furnished and installed under this Section. Coordinate with EIFS contractor.~~

~~Use material recommended by EIFS manufacturer for longevity and compatibility.~~

**B. Joints of a nature similar to that of joints indicated on the schedule shall be sealed with same sealer, whether indicated on drawings to be sealed or not.****1.2 DEFINITIONS****A. Substrates:**

1. M-type substrates: Concrete, concrete masonry units, brick, mortar, natural stone. The term "masonry" means brick, stone, and concrete masonry work.
2. G-type substrates: Glass and transparent plastic glazing sheets.
3. A-type substrates: Metals, porcelain, glazed tile, and smooth plastics.
4. O-type substrates: Wood, unglazed tile; substrates not included under other categories.

**1.3 SUBMITTALS**

- A. Product data.
- B. Manufacturers' certificates.

**1.4 PROJECT CONDITIONS****A. Environmental Limitations: Do not install sealers if any of the following conditions exist:**

1. Air or substrate temperature exceeds the range recommended by sealer manufacturers.
2. Substrate is wet, damp, or covered with snow, ice, or frost.

**B. Dimensional Limitations: Do not install sealers if joint dimensions are less than or greater than that recommended by sealer manufacturer; notify the architect and get sealer manufacturer's recommendations for alternative procedures.**

**1.5 WARRANTY**

- A. Submit a written warranty signed by the contractor guaranteeing to correct failures in sealer work that occur within 5 years after substantial completion, without reducing or otherwise limiting any other rights to correction which the owner may have under the contract documents. Failure is defined as failure to remain weathertight due to faulty materials or workmanship. Correction is limited to replacement of sealers.

**PART 2 PRODUCTS****2.1 MATERIALS - GENERAL**

- A. General: Provide only products which are recommended and approved by their manufacturer for the specific use to which they are put and which comply with all requirements of the contract documents.

1. Provide only materials which are compatible with each other and with joint substrates.
2. Colors of exposed sealers: As selected by the Wingate Representative from manufacturer's standard colors. Sealant material colors shall match colors of adjacent materials.

- B. Manufacturers: Products of the manufacturers listed, provided they comply with requirements of the contract documents will be among those considered acceptable.

1. Silicone sealants:
  - a. Bostik Inc.
  - b. Dow Corning Corporation.
  - c. Pecora Corporation.
  - d. Tremco, Inc.
  - e. GE Silicones.
2. Acrylic solvent-release sealants:
  - a. Pecora Corporation.
  - b. Tremco, Inc.
3. Acrylic-latex emulsion sealant:
  - a. Bostik Inc.
  - b. Pecora Corporation.
  - c. Sonneborn Building Products Division/ChemRex, Inc.

**2.2 ELASTOMERIC SEALANTS**

- A. Elastomeric Sealants - General: Chemically curing elastomeric sealants of types indicated, complying with ASTM C 920, including specific Type, Grade, Class, and Uses indicated, as well as all other requirements specified.

1. Where movement capability exceeding that measured by ASTM C 920 is specified, sealant shall withstand the total movement indicated while remaining in compliance with the other requirements specified, when tested in accord with ASTM C 719, with base joint width measured at the time of application.

2. For M-type substrates: Comply with requirements for Use M.
  3. For G-type substrates: Comply with requirements for Use G.
  4. For A-type substrates: Comply with requirements for Use A.
  5. For O-type substrates: Comply with requirements for Use M (minimum) and Use O for the particular substrate.
- B. Medium Movement Silicone Sealant: One or two-part non-acid-curing, Grade NS, Class 25, Use NT, plus movement capability of more than 25 percent but less than 50 percent in both extension and compression.
- C. Mildew-Resistant Silicone Sealant: One-part, Type S, Grade NS, Class 25, Use NT, formulated with fungicide, for interior use on nonporous substrates.
- D. Silicone Sealant for Use T: One-part, non-acid curing, Type S, Grade NS, Class 25, Use T, Use M, plus movement capability of 50 percent in both extension and compression.

### 2.3 SOLVENT RELEASE CURING SEALANTS

- A. Acrylic Sealant: Nonsag, one-part, solvent-release-curing; complying with ASTM C 920, Type S, Grade NS, Use NT, with the following exceptions:
1. Weight loss: 15 percent, maximum.
  2. Movement capability: 7-1/2 percent in both extension and compression, minimum.

### 2.4 LATEX SEALANTS

- A. Acrylic-Latex Emulsion Sealant: One-part, nonsag, mildew-resistant, paintable; complying with ASTM C 834.

### 2.5 SEALANT BACKERS

- A. Backers - General: Nonstaining; recommended or approved by sealant manufacturer for specific use.

## PART 3 EXECUTION

Do not begin joint sealer work until unsatisfactory conditions have been corrected.

### 3.1 PREPARATION

- A. Masking Tape: Use masking tape to keep primers and sealers off of adjacent surfaces which would be damaged by contact or by cleanup. Remove tape as soon as practical.

### 3.2 INSTALLATION

- A. Comply with sealer manufacturers' installation instructions and recommendations, except where more restrictive requirements are specified.

### 3.3 SCHEDULE OF JOINT SEALERS

- A. Exterior Joints for Which No Other Sealer Is Indicated:

1. Sealant: Medium movement silicone sealant.
  2. Backer: Backer rod.
  3. Joint shape: Flush joint configuration.
  4. Color: Match adjacent construction.
- B. Interior Joints for Which No Other Sealer Is Indicated:
1. Sealant: Acrylic-emulsion latex sealant.
  2. Backer: Backer rod.
  3. Joint shape: Flush joint configuration.
- C. Exterior Joints Well Protected from Weather and Not Subject to Movement:
1. Sealant: Acrylic sealant.
  2. Backer: Backer rod.
- D. Interior Floor Joints and Pedestrian Paving Joints, Less than 1-1/2 Percent Slope:
1. Sealant: Silicone sealant for Use T.
  2. Backer: Backer rod.
  3. Joint shape: Flush joint configuration.
- E. Joints in Interior Wet Areas:
1. Sealant: Mildew-resistant silicone sealant.
  2. Use bond-breaker tape.
  3. Joint shape: Flush joint configuration.
- F. Concealed Joints in Acoustical Assemblies:
1. Sealant: Acrylic-emulsion latex sealant.

END OF SECTION 07900

**SECTION 08110 - STEEL DOORS AND FRAMES****1. GENERAL****1.1. SUMMARY****A. Section Includes:**

1. Standard steel doors and frames.
2. Assemblies for fire-rated openings.
3. Insulated doors.

**1.2. REFERENCES**

- A. SDI 100-1991 -- Recommended Specifications: Standard Steel Doors and Frames; Steel Door Institute; 1991.

**1.3. SUBMITTALS**

- A. Product Data: Submit manufacturer's printed product information indicating compliance with specified requirements.

**1.4. QUALITY ASSURANCE**

- A. Quality Standard: Comply with SDI 100.
- B. Fire-Rated Door Assemblies: In compliance with NFPA 80 and labeled per ASTM E 152 by agency acceptable to governing authorities.

**1.5. DELIVERY, STORAGE, AND HANDLING**

- A. Deliver products in crates or cartons suitable for storage at the site.

**2. PRODUCTS****2.1. MANUFACTURERS**

- A. Contract documents, will be among those considered acceptable:
  1. Amweld Building Products, Inc.
  2. Benchmark Commercial Door Products.
  3. Ceco Door Products, a Division of United Dominion.
  4. Curries Company/Essex Industries, Inc.
  5. Fenestra Corporation.
  6. Kewanee Corporation.
  7. Mesker Door Incorporated.
  8. Pioneer Industries Division/CORE Industries, Inc.
  9. Republic Builders Products Division/DESCO.
  10. Steelcraft Manufacturing Company/Masco Industries.

## 2.2. MATERIALS

- A. Steel Sheets, Hot-Rolled: ASTM A 569 and ASTM A 568, commercial quality, pickled and oiled.
- B. Steel Sheets, Cold-Rolled: ASTM A 366 and ASTM A 568, commercial quality, matte finish exposed, oiled.
- C. Anchorages: Galvanized steel, minimum 18 gage.
- D. Fasteners and Inserts: Units standard with manufacturer.
  - 1. Exterior walls: ASTM A 153, hot-dip galvanized, Class C or D.
- E. Paint:
  - 1. Primer: Manufacturer's standard rust-inhibitive coating, suitable to receive finish coatings specified.

## 2.3. FABRICATION

- A. Exposed Door Faces: Fabricate from cold-rolled steel.
- B. Frames: Fabricate from cold-rolled or hot-rolled steel.
- C. Exposed Screws and Bolts: Where required, provide only countersunk, flat Phillips-head fasteners.
- D. Insulated Assemblies: At locations scheduled, provide insulating door and frame assemblies which have been tested in accordance with ASTM C 236 for thermal resistance.
  - 1. U-value: 0.24 BTU per hour per square foot per degree F, minimum.
- E. Hardware Preparation: Comply with DHI A115 series specifications.
  - 1. Locations: Comply with recommendations of Door and Hardware Institute.
- F. Shop Painting:
  - 1. Primer: Apply primer evenly to achieve full protection of all exposed surfaces.

## 2.4. STEEL DOORS

- A. General: Fabricate steel doors in accordance with requirements of SDI 100.
- B. Interior Doors:
  - 1. Grade II - Heavy-Duty, Model 2 - Seamless.
- C. Exterior Doors:
  - 1. Grade III - Extra Heavy-Duty, Model 2 - Seamless.
- D. Door Louvers:
  - 1. Sight proof louvers: Stationary type for interior doors as scheduled; 24 gage Z-shaped, Y-shaped, or inverted V-shaped blades set into 20 gage frame.



2.5. STEEL FRAMES

- A. General: Fabricate steel frames for scheduled openings, in styles and profiles as shown, using concealed fasteners.
  - 1. Minimum thickness: 16 gage.
  - 2. Construction: Mitered and welded corners.
- B. Guards: Weld protective covers to back of hardware openings at locations where grout, plaster, or other materials might interfere with hardware operation.

PART 1 - EXECUTION

2.6. INSTALLATION

- A. General: Install steel doors, frames, and accessories to comply with manufacturer's recommendations.
- B. Frame Installation:
  - 1. General: Adhere to provisions of SDI 105.
  - 2. Anchors: Provide 3 wall anchors per jamb at hinge and strike levels and minimum 18 gage base anchors.
  - 3. Fire-rated openings: Comply with requirements of NFPA 80.
- C. Door Installation:
  - 1. General: Comply with requirements and clearances specified in SDI 100.
  - 2. Fire-rated doors: Comply with NFPA 80 requirements and clearances.

2.7. ADJUST AND CLEAN

- A. Touch-Up: At locations where primer has been abraded or minor rusting has occurred, sand smooth and spray-apply compatible primer.
- B. Final Operating Adjustments: Check hardware at all openings for proper operation of doors, making final corrections as required to assure that work of this section is complete and undamaged.

END OF SECTION 08110

**SECTION 08305 – METAL ACCESS DOORS****PART 1 - GENERAL****1.01 RELATED DOCUMENTS**

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

**1.02 SUMMARY**

- A. This Section includes the following types of roof door:
  - 1. Metal access door in ceiling of Mechanical Room.
  - 2. 1 hour, lockable

**1.03 SUBMITTAL**

- A. General: Submit each item in this Article according to the Conditions of Contract and Division 1 Specification Sections.
- B. Product data for each type of access door assembly specified, including details of construction relative to materials, individual components, profiles, finishes, and fire-protection ratings (if required).
  - 1. Include complete schedule, including types, general locations, sizes, wall and ceiling construction details, latching or locking provisions, and other data pertinent to installation.

**1.04 QUALITY ASSURANCE**

- A. Single-Source Responsibility: NA

**1.05 COORDINATION**

- A. Verification: Determine specific location and size for access doors needed to gain access to concealed equipment, and indicate on schedule specified under "Submittal" Article.

**PART 2 - PRODUCTS****2.01 MANUFACTURERS**

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
  - 1. Bilco
  - 2. J.L. Industries.
  - 3. Karp Associates, Inc. = Model KRP – 150 FR for ceiling installation 30" x 24"
  - 4. Larsen's Manufacturing Co.
  - 5. Milcor, Inc.

**2.02 MATERIALS**

- A. Steel Sheet: ASTM A 366 ( ASTM A 366M) commercial-quality, cold-rolled steel sheet with baked-on, rust-inhibitive primer. Factory Painted standard Grey color.

- B. Zinc-Coated Steel Sheet : ASTM A 591 (ASTM A 591M), Electrolytic zinc-coated steel sheet with Class C coating and phosphate treatment to prepare surface for painting.

### **2.03 ROOF HATCH DOORS**

- A. Flush Access Doors with Exposed Trim: Units consisting of frame with exposed trim, door, hardware, and complying with the following requirements:
  - 1. Frame: 0.0590 inch (1.52mm) thick steel sheet.
  - 2. Door: 0.0747 inch (1.90mm) thick steel sheet.
  - 3. Trim: Flange integral with frame, 3/4 inch (19mm) wide, overlapping surrounding finished surface.
  - 4. Hinge: Continuous type.
  - 5. Locks: Flush, screwdriver-operated cam.

### **2.4 FABRICATION**

- A. General: manufacture each access door assembly as an integral unit ready for installation.
- B. Steel Hatch Doors and Frames: continuous welded construction. Grind welds smooth and flush with adjacent surfaces. Furnish attachment devices and fasteners of type required to secure access panels to types of supports indicated.
  - 1. Exposed Flange: Nominal 1 to 1 ½ inches (25.4 to 38.1 mm) wide around perimeter of frame.
  - 2. For installation on gypsum board ceiling, anchored to wood frame.
- C. Locking Devices: standard cam lock opening with use of screw driver tip.

## **PART 3 - EXECUTION**

### **3.01 PREPARATION**

- A. Advise Installers of other work about specific requirements relating to hatch door Installation, including sizes of openings to receive door and frame, as well as locations of supports, inserts, and anchoring devices. Furnish inserts and anchoring devices for door that must be built into other construction. Coordinate delivery with other work to avoid delay.

### **3.02 INSTALLATION**

- A. Comply with manufacturer's instruction for installing access doors.
- B. Set frames curb accurately in position and attach securely to supports with plane of ceiling & aligned with finished surfaces. Coordinate hole cut and flashing requirements with general contractor.

### **3.03 ADJUST AND CLEAN**

- A. Adjust hardware after installation for proper operation.
- B. Remove and frame or door that is warped, bowed, or otherwise damaged.

## **END OF SECTION**

**SECTION 08331****OVERHEAD COILING COUNTER DOORS****PART 1 GENERAL****1.01 RELATED DOCUMENTS**

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

**1.02 DESCRIPTION OF WORK**

- A. Extent of overhead coiling counter doors is shown on the drawings. Concessions window opening in concrete block. Refer to plans for size door.
- B. Provide complete operating door assemblies including door curtains, guides, counterbalance mechanism, hardware, operators and installation accessories.

**1.03 QUALITY ASSURANCE**

- A. Furnish each overhead coiling door as a complete unit produced by one manufacturer including hardware, accessories, mounting and installation components.
- B. Insert and Anchorages: furnish inserts and anchoring devices which must be set in concrete or built into masonry for the installation of the units. Provide setting drawings, templates, instructions and directions for installation of anchorage devices. Coordinate delivery with other work to avoid delay.

**1.04 SUBMITTALS**

- A. Product Data: Submit manufacturer's product data, roughing in diagrams, and installation instructions for each type and size of overhead coiling door. Include operating instructions and maintenance information.
- B. Shop Drawings: Submit shop drawings for special components and installations which are not fully dimensioned or detailed on manufacturers data sheets.

**PART 2 PRODUCTS****2.01 ACCEPTABLE MANUFACTURERS**

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products which may be incorporated in the work include, but are not limited to, the following:
  - 1. Atlas Door Corp.
  - 2. North American Door, Division of Jim Walters.
  - 3. Overhead Door Corp.

**2.02 DOOR CURTAIN MATERIALS AND CONSTRUCTION**

- A. Door Curtain: Fabricate overhead coiling door curtain of interlocking slats of continuous length for width of door without splices. Unless otherwise indicated, provide slats of

material gage recommended by door manufacturer for size and type of door required, and as follows:

1. Aluminum door Curtain Slats: furnish with standard mill finish.
  - a. Furnish manufacturer's standard "flat face" slats.
- B. Endlocks: Malleable iron castings galvanized after fabrication, secured to curtain slats with galvanized rivets. Provide locks on alternate curtain slats for curtain alignment and resistance against lateral movement.
- C. Bottom Bar; Consisting of 2 angles, each not less than 1 ½" x 1 ½" x 1/8" thick, either galvanized or stainless steel or aluminum extrusions to suit type of curtain slats.
- D. Curtain Jamb Guides: Fabricate curtain jamb guides of steel angles, or channels and angles with sufficient depth and strength to retain curtain loading. Build up units with minimum 3/16" thick steel sections, galvanized after fabrication. Slot bolt holes for track adjustment.
- E. Secure continuous wall angle to wall framing by 3/8" minimum bolts at not more than 30" o.c., unless closer spacing recommended by door manufacturer. Extend wall angle above door opening head to support coil brackets, unless otherwise shown. Place anchor bolts on exterior wall guides so they are concealed when door is in closed position. Provide removable stops on guides to prevent over-travel of curtain, and continuous bar for holding windlocks, if any.

#### 2.03 COUNTERBALANCING MECHANISM

- A. Counterbalance doors by means of adjustable steel helical torsion springs, mounted around a steel shaft and mounted in a spring barrel and connected to the door curtain with the required barrel rings. Use grease sealed bearings or self-lubricating graphite bearings for rotating members.
- B. Counterbalance Barrel: Fabricate spring barrel of hot formed structural quality carbon steel, welded or seamless pipe, of sufficient diameter and wall thickness to support roll up of curtain without distortion of slats and limit barrel deflection to not more than 0.03" per foot of span under full load.
- C. Fabricate torsion rod for counterbalance shaft of case hardened steel, of required size to hold fixed spring ends and carry torsional load.
- D. Brackets: Provide mounting brackets of manufacturer's standard design, either cast iron or cold rolled steel plate with bell mouthy guide groove for curtain.
- E. Hood: form to entirely enclose coiled curtain and operating mechanism at opening head, and act as weather seal. Contour to suit end brackets to which hood is attached. Roll and reinforce top and bottom edges for stiffness. Provide closed ends for surface mounted hoods, and any portion of between jamb mounting projecting beyond wall face. Provide intermediate support brackets as required to prevent sag.
- F. Fabricate aluminum hoods for aluminum doors of Alloy 3003 aluminum sheet not less than 0.032" thick, mill finish.

2.04 MANUAL DOOR OPERATORS

- A. Manual Push Up Operation": Design counterbalance mechanism so that required lift or pull for door operation does not exceed 25 pounds. Adjust operating mechanism so that curtain can be easily stopped at any point in its travel and to remain in position until movement is reactivated.
- B. Provide galvanized steel lifting handle and slide bolt lock on inside bottom bar.

PART 3 EXECUTION

3.01 INSTALLATION

- A. Install door and operating equipment complete with necessary hardware, jamb and head mold strips, anchors, inserts, hangers, and equipment supports in accordance with final shop drawings, manufacturer's instructions, and as specified herein.
- B. Upon completion of installation including work by other trades, lubricate, test and adjust doors to operate easily, free from warp, twist or distortion and fitting weather tight for entire perimeter.

END OF SECTION

**ECTION 08710 - DOOR HARDWARE****1. GENERAL****1.1. SUBMITTALS**

- A. Product Data.
- B. Final Hardware Schedule.
- C. Keying Schedule: Separate schedule showing how each lock is keyed.

**1.2. QUALITY ASSURANCE**

- A. Hardware for Fire Rated Doors: Tested for compliance with NFPA 80.
  - 1. Listing in current classification publications of the following agencies will be considered evidence of acceptable testing:
    - a. Underwriters Laboratories Inc. (UL).
    - b. Warnock Hersey International Inc. (WHI).
  - 2. Provide permanent labels on all hardware indicating the listing agency and conditions of the listing.

**2. PRODUCTS****2.1. GENERAL HARDWARE REQUIREMENTS**

- A. Fire-Rated Doors: Provide hardware of types and quality required to comply with NFPA 80.
- B. All hardware to comply with applicable requirements of the Americans with Disabilities Act.

**2.2. MATERIALS - GENERAL**

- A. Fasteners: Provide hardware prepared by the manufacturer with fastener holes for machine screws, unless otherwise indicated.
  - 1. Provide all fasteners required for secure installation.
  - 2. Select fasteners appropriate to substrate and material being fastened.
  - 3. Use wood screws for installation in wood.
  - 4. Use fasteners impervious to corrosion outdoors and on exterior doors.
  - 5. Exposed screws: Match hardware finish.
- B. Finish on All Exposed Metal Items: Unless indicated in Hardware Schedule for specific items.
  - 1. Public Areas /Admin.- Satin Brass (606)
  - 2. Toilet Rooms/Support Areas not in public view - Satin Chromium (626)
  - 3. Guest Room Bath doors - Satin Chromium (626)

**2.3. HINGES**

- A. Manufacturers:
  - 1. Butt hinges: Products of the following manufacturers, provided they comply with requirements of the contract documents, will be among those considered acceptable:
    - a. Hager Hinge Company.
    - b. Ives Hardware
    - c. McKinney Products Company.
    - d. Stanley Hardware Division/The Stanley Works.

## 2.4. LOCKS, LATCHES, AND BOLTS

## A. Manufacturers:

1. Locksets and latch sets: Products of the following manufacturers, provided they comply with requirements of the contract documents, will be among those considered acceptable:
  - a. Schlage Lock Company.
  - b. Yale Security, Inc.
2. Exit devices: Products of the following manufacturers, provided they comply with requirements of the contract documents, will be among those considered acceptable:
  - a. Adams-Rite (A-R)
  - b. Sargent Manufacturing Company.
  - c. Von Duprin, Inc. (VD)
  - d. Yale Security, Inc.
3. Flush bolts: Products of the following manufacturers, provided they comply with requirements of the contract documents, will be among those considered acceptable:
  - a. Door Controls International. (DCI)
  - b. Glynn-Johnson Division/Ingersol-Rand.
  - c. H. B. Ives, A Harrow Company.

## B. Strikes: Provide strike for each latch bolt and lock bolt.

1. Finish to match other hardware on door.
2. Use wrought box strikes with curved lips unless otherwise indicated.
3. Open strike plates may be used on interior wood door frames.

## 2.5. LOCK CYLINDERS AND KEYING

## A. Keying: Obtain the owner's keying instructions.

1. Provide a new master key system.
2. Provide removable core cylinders for locks on:
  - a. All doors.

## B. Cylinders: Minimum 7-pin interchangeable cores.

1. Construction: All parts brass, bronze, nickel silver or stainless steel.
2. Removable-core cylinders: Interchangeable core insert type cylinders.
  - a. Furnish and install all inserts.
3. Cylinders made by manufacturers other than the lockset manufacturer are acceptable.
4. Mortise cylinders: Products complying with requirements of the contract documents and made by one of the following will be considered acceptable:
  - a. Schlage Lock Company.
  - b. Yale Security, Inc.

## C. Keys: nickel silver.

1. Stamp each key with manufacturer's change symbol.
2. Provide individual change key for each lock which is not designated to be keyed alike with a group of related locks.
3. Provide 3 of each change key.
4. Each master key system: 5 master keys.
5. Extra blanks: 2 for each lock.

## D. Key Cabinet: Freestanding, for keys hung on removable panels stored in drawers.

1. Capacity: 150 percent of locks on project.
2. Provide key tags and hook labels.
3. Provide lock for cabinet; key lock to other locks of this section.
4. Manufacturers: Products of the following manufacturers, provided they comply with requirements of the contract documents, will be among those considered acceptable:
  - a. Lund Equipment Company, Inc.
  - b. Telkee, Inc.



**2.6. DOOR CONTROL DEVICES****A. Manufacturers:**

1. Surface-mounted closers: Products of the following manufacturers, provided they comply with requirements of the contract documents, will be among those considered acceptable:
  - a. Dorma Door Controls Inc.
  - b. LCN Closers Division/Schlage Lock Company.
  - c. Norton Door Controls Division/Yale Security, Inc.

**2.7. ARCHITECTURAL DOOR TRIM****A. Manufacturers:**

1. Architectural door trim: Products of the following manufacturers, provided they comply with requirements of the contract documents, will be among those considered acceptable:
  - a. Trimco (TR).
  - b. H. B. Ives, a Harrow Company.

**2.8. SEALS AND THRESHOLDS****A. Manufacturers:**

1. Weather stripping: Products of the following manufacturers, provided they comply with requirements of the contract documents, will be among those considered acceptable:
  - a. National Guard Products, Inc.
  - b. Pemko Manufacturing Company. PK
  - c. Reese Enterprises, Inc.
  - d. Zero International, Inc.
2. Thresholds: Products of the following manufacturers, provided they comply with requirements of the contract documents, will be among those considered acceptable:
  - a. National Guard Products, Inc.
  - b. Pemko Manufacturing Company. (PK)
  - c. Reese Enterprises, Inc.
  - d. Zero International, Inc.

~~**2.9. ELECTRONIC LOCKING SYSTEM**~~~~**A. Manufacturers:**~~

- ~~1. Products of the following manufacturer will be provided under a nation agreement. See the Franchisor:
    - a. TESA/Entry Systems, Inc.~~

**3. EXECUTION****3.1. PREPARATION**

- A. Factory- or shop-prepare all work for installation of hardware.

**3.2. INSTALLATION**

- A. Follow hardware manufacturer's recommendations and instructions.
- B. Mount at heights specified in the Door and Hardware Institute's "Recommended Locations for Architectural Hardware for Standard Steel Doors and Frames."
  1. Exception(s):
    - a. As required by applicable regulations.

- C. Install hardware in correct location, plumb and level.
- D. Reinforce substrates as required for secure attachment and proper operation.
- E. Thresholds: Apply continuous bead of sealant to all contact surfaces before installing.
- F. Operable Units: Set and or adjust to meet ADA Regulations.

3.3. ADJUSTMENT

- A. Adjust each operable unit for correct function and smooth, free operation.
- B. Adjust door closers to overcome air pressure produced by HVAC systems.
- C. If hardware adjustment is completed more than one month before substantial completion, readjust hardware not more than one week before substantial completion.

3.4. CONTRACT CLOSEOUT

- A. Deliver all keys to the owner.
- B. Deliver extra blanks to the owner.

3.5. HARDWARE SETS

Hardware Set 1 – Door’s 103,104,101

|                  |                 |         |
|------------------|-----------------|---------|
| Cont. Hinge      | SL57HD          | Select  |
| Deadlock         | B663PD C Keyway | Schlage |
| Flush Pull       | 1111C           | Trimco  |
| Push Plate       | 1011-3          | Trimco  |
| Hold Open Closer | 4040XP -3049CNS | LCN     |
| Saddle Threshold | 425             | NGP     |
| Door Sweep       | 200NA           | NGP     |
| Weather Strip    | 160 V           | NGP     |

Hardware Set 2 – Door’s 100, 102

|                  |                  |         |
|------------------|------------------|---------|
| Cont. Hinge      | SL57HD           | Select  |
| Deadlock         | B663PD C Keyway  | Schlage |
| Flush Pull       | 1111C            | Trimco  |
| Push Plate       | 1011-3           | Trimco  |
| Cush Closer      | 4040XP -3077SCNS | LCN     |
| Saddle Threshold | 425              | NGP     |
| Door Sweep       | 200NA            | NGP     |
| Weather Strip    | 160 V            | NGP     |

## SECTION 09260 - GYPSUM BOARD SYSTEMS

## 1. GENERAL

## 1.1. SUMMARY

## A. Section Includes:

- ~~1. Acoustic insulation.~~
2. Georgia Pacific Tough Rock Fire Guard X, Mold Guard Abuse resistant Gypsum Board on Bathroom ceilings. (Mechanical Room Ceiling is the only rated ceiling)  
Submit manufacturer's data for review and approval previous to ordering.  
Use 5/8 inch thickness.  
Install on bottom chord of roof trusses or ceiling joists.  
Smooth - level 4 finish. No texture.
- ~~3. Water resistant gypsum backing board.~~
4. Drywall finishing.

## 1.2. SYSTEM DESCRIPTION

- A. ~~Sound Rated Construction: Where indicated, provide construction built in accordance with manufacturer's assemblies which have been laboratory tested per ASTM E 90 for designated STC ratings.~~
- ~~1. STC rating: 55~~

## 1.3. SUBMITTALS

- A. ~~Samples: Submit 12 by 12 inch samples of gypsum board with applied texture proposed for project.~~

## 1.4. QUALITY ASSURANCE

- A. Regulatory Requirements: Where required, provide fire-rated assemblies as listed in the following:
1. GA-600, "Fire Resistance Design Manual."
  2. Underwriters Laboratories Inc.'s (UL) "Fire Resistance Directory."

## 2. PRODUCTS

## 2.1. FRAMING MATERIALS

## 2.2. GYPSUM BOARD

- A. Gypsum Wallboard: ASTM C 36; maximum lengths available to minimize end-to-end butt joints in each area receiving finished gypsum board.
1. Fire-resistant type (Type X or equivalent), where required for fire-resistant rated assemblies.
  2. Edges: Tapered.
- B. ~~Moisture Resistant Gypsum Backing Board: ASTM C 630.~~
- ~~1. Fire resistant type (Type X or equivalent), where required for fire-resistant rated assemblies.~~
  - ~~2. Edges: Tapered, for taped joint treatment.~~

- C. Thicknesses: As indicated on drawings for each application.
- D. Manufacturers: Products of the following manufacturers, provided they comply with requirements of the contract documents, will be among those considered acceptable:
  - 1. Domtar Gypsum.
  - 2. Georgia-Pacific Corporation.
  - 3. Gold Bond Building Products, a National Gypsum Division.
  - 4. USG Corporation.

### 2.3. TRIM AND ACCESSORIES

- A. General: Except as otherwise specifically indicated, provide trim and accessories by manufacturer of gypsum board materials, made of galvanized steel or zinc alloy and configured for concealment in joint compound.
- B. Control Joints: At locations indicated, provide manufacturer's standard one-piece control joints of extruded vinyl, zinc alloy, or other noncorrosive metal.

### 2.4. JOINT TREATMENT

- A. General: Provide products by manufacturer of gypsum boards. Comply with ASTM C 475 and with manufacturer's recommendations for specific project conditions.
- B. Joint Tape: Manufacturer's standard paper reinforcing tape.
  - 1. Joint Tape for Water-resistant Board: If recommended by manufacturer, provide open-weave fiberglass tape for joint treatment of water-resistant gypsum backing board.
- C. Setting Type Joint Compound: Chemical hardening type, for the following applications:
  - 1. Interior use:
    - a. Filling and smoothing interior concrete, masonry, or other solid surfaces for laminated application of gypsum board.
- D. Drying Type Joint Compound: Vinyl-based type for interior use, and as follows:
  - 1. All-purpose type, for both embedding tape and as topping.
- E. Joint Compound: At joints and fasteners in water-resistant gypsum backing board intended for tile surfacing, provide compound specifically recommended or permitted by manufacturer of gypsum board.

### ~~2.5. TEXTURING MATERIALS~~

- ~~A. General: Provide products by manufacturer of gypsum boards; comply with manufacturer's recommendations for specific project conditions.~~
- ~~B. Spray Texture: Vinyl based or latex based product suitable for application by air spray.~~

### 2.6. MISCELLANEOUS MATERIALS

- A. General: Provide miscellaneous materials as produced or recommended by manufacturer of gypsum products.

- ~~B. Sound Attenuation Blankets: ASTM C 665, Type I; unfaced semirigid mineral fiber mat; thickness as required for wall construction and STC rating indicated.~~
- ~~C. Acoustical Sealants: ASTM C 919; nondrying, nonhardening, nonskinning type for concealed locations; nonoxidizing, skinning type for exposed locations.~~

### 3. EXECUTION

#### 3.1. INSTALLATION OF GYPSUM BOARD

- A. General: Comply with ASTM C 840 and GA-216 except where exceeded by other requirements.
1. Wherever possible, install gypsum board to minimize butt end joints.
  2. Apply ceiling boards prior to installation of wallboards. Arrange to minimize butt end joints near center of ceiling area.
  3. Install wallboards in a manner which will minimize butt end joints in center of wall area. Stagger vertical joints on opposite sides of walls.
  4. Protect adjacent walls and the floor from drywall compound and promptly remove non drywall surfaces to leave a clean finish.
  5. Remove any drywall panels that become wet, stained or damaged during construction and replace with new panels.
- ~~B. Sound Rated Construction: Seal perimeter of construction with acoustical sealant, complying with ASTM C 919. Carefully seal around penetrations and at control joints and other openings.~~
- ~~1. At partitions shown or where required for STC ratings indicated, install sound attenuation blankets after gypsum board has been installed on one side.~~
- C. Installation on Wood Framing:
- ~~1. Install moisture resistant gypsum backing board at "wet" locations such as shower stalls and tub surrounds.~~
  2. Install on bottom chord of roof framing.

#### 3.2. FINISHING

- A. General: Comply with ASTM C 840 and GA-216 except where exceeded by other requirements.
- B. Finish gypsum board in accordance with the following level of finish per GA-214, except where indicated otherwise on the drawings:
1. Level 4: Embed tape in joint compound at all joints and interior angles. Provide one separate coat of compound at all joints, angles, fastener heads, and accessories. Provide surfaces free of excess joint compound; tool marks and ridges are acceptable.
- ~~C. Finish water resistant gypsum backing board forming base for ceramic tile to comply with ASTM C 840 and gypsum board manufacturer's directions for treatment of joints behind tile.~~

#### 3.3. TEXTURING

- ~~A. Spray Texturing: Apply textured finish by means of powered spray equipment acceptable to manufacturer, at recommended application rate.~~

END OF SECTION 09260

**SECTION 09900 - PAINTING**

## PART 1 - GENERAL

## 1.01 SECTION INCLUDES

- A. Surface preparation of concrete block and gypsum board.
- B. Exterior and interior painting.
- C. ANTI -GRAFFITI COATING – SHERWIN WILLAIMS 1K SILOXANE CLEAR B97C00150,  
PAINT ON BLOCK WALLS INSIDE AND OUTSIDE, AND ALL EXPOSED DOOR AND DOOR FRAMES INSIDE AND OUT.  
PAINT OVER THE CONCESSIONS WINDOW SHUTTER EXTERIOR FACE.
- C. STEEL LINTELS ARE GALVANIZED SHOP FINISHED.

## 1.02 PRODUCTS FURNISHED BUT NOT INSTALLED UNDER THIS SECTION

- A. Furnish first coat of paint finish to Section 06400-Architectural Woodwork.

## 1.03 RELATED SECTIONS

- A. Various Sections, Division 5-Metals.
  - 1. Surface preparation.
  - 2. Shop paint application.
- B. Section 07920-Sealants and Caulking.
- C. Section 15001-General Provisions: Mechanical identification.
- D. Section 16001-General Provision: Electrical identification.

## 1.04 Definitions

- A. "Paint means all coating systems material, including primers, emulsions, enamels, stains, sealers and fillers, and other applied materials whether used as prime, intermediate, or finish coats.
- B. "Finished space" means a room or space scheduled or indicated as having finish materials on the walls and/or ceiling.

## 1.05 REGULATORY REQUIREMENTS

- A. Provide painting materials and accessories having surface burning characteristics for Class A/Class I finishes in exit enclosures, Class B/Class I in corridors and lobbies, and Class C/Class II in all other areas.
- B. Class A/Class I Finishes:
  - 1. Flame Spread Rating: 25 or less per ASTM E 84.
  - 2. Smoke Developed: Less than 450 per ASTM E 662.
  - 3. Critical Radiant Flux: 0.45 minimum per ASTM E 468.

## C. Class B/Class I Finishes:

1. Flame Spread Rating: 75 or less per ASTM E 84.
2. Smoke Developed: Less than 450 per ASTM E 662.
3. Critical Radiant Flux: 0.45 minimum per ASTM E 468.

## D. Class C/Class II Finishes:

1. Flame Spread Rating: 76-200 per ASTM E 84.
2. Smoke Developed: Less than 450 per ASTM E 662.
3. Critical Radiant Flux: 0.22 minimum per ASTM E 468.

## 1.06 QUALITY ASSURANCE

A. Comply with Standard Type 1 of the Painting and Decorating Contractors of America (PDCA), "Modern Guide to Paint Specifications", current edition.

B. Provide finish coats which are compatible with prime paints used. Review other Sections of these Specifications in which prime paints are to be provided to ensure compatibility of total coatings system for various substrates. Provide barrier coats over incompatible primers or remove and re-prime. Notify Owner in writing of anticipated problems using coating systems as specified with substrates primed by others.

C. It is the responsibility of the Contractor to maintain an adequate program of quality control for the materials, production methods and workmanship to assure conformance of all work to the Contract Documents.

## 1.07 SUBMITTALS

A. Product Data: Submit manufacturer's product data with application and installation instruction for each type of painting and staining material.

B. Submit a full range of color samples of each type of paint and stain for color selection. Samples shall not be less than 1 inch x 2 inches.

## 1.08 DELIVERY, STORAGE, AND HANDLING

A. Deliver paint, stain and related products to the project site in original packages, clearly labeled to identify manufacturer and brand name. Store in a single interior location providing protection from damage and exposure to the elements. Damaged or deteriorated materials shall be removed from the project site.

## 1.09 PROJECT CONDITIONS

A. Do not apply paint until concrete and mortar has cured 60 days minimum.

B. Do not apply exterior paint in snow, rain, fog, or mist. Apply paint only when relative humidity does not exceed 85 percent.

C. Do not apply paint to damp or wet surfaces.

D. Apply paint only when temperature of surfaces to be painted and surrounding air temperature are within the range permitted by manufacturer's printed instructions for the product used.

E. Before starting interior paint application, broom clean area and remove excessive dust.

1. After installation has started do not broom otherwise generate dust.

F. Insure lighting level of 80 ft. candles, measured at substrate surface and mid-height of vertical surfaces, is provided during paint application.

1.10 EXTRA MATERIALS

A. Furnish one gallon unopened container of each product in each color used, as extra material, to the Owner under provisions of Section 01700.

1. Label each container of paint with color identification and locations where used.

PART 2 - PRODUCTS

2.01 ACCEPTABLE MANUFACTURERS

A. Paint and Stain Materials:

1. The Sherwin-Williams Company.
2. Porter Paint Co.
3. Pittsburgh Paints, PPG Industries, Inc.
4. Glidden Coatings, & Resins Div., SCM Corporation.

2.02 MATERIALS

A. Paint Materials: As selected from acceptable manufacturers with the type of system and number of coats specified using Sherwin-Williams products.

B. Thinning and Tinting Materials: Recommended by paint manufacturer.

C. Accessory Materials: As required to perform the work and achieve specified results.

2.03 EXTERIOR PAINT SYSTEMS

A. Flashing and Sheet:

2 coats Metalatex Semi-Gloss Coating, B42 series.

B. Gypsum Ceiling Board:

1 coat Heavy Duty Block Filler, B46W26  
2 coats A-100 Flat Latex House & Trim, A8 series.

C. Metal Doors and Frames:

1 coat Kem Kromik Primer, B50 series.  
2 coats Industrial Enamel, B54 series.

D. Equipment and Other Metal Surfaces:

1 coat Kem Kromik Metal Primer, B 50 series.  
2 coats Industrial Enamel, B54 series.

E. Concrete Unit Masonry:



1 coat ProMar Interior/Exterior Block Filler  
2 coats A-100 Exterior Latex Gloss

2.04 INTERIOR PAINT SYSTEM

A. Metal Doors and Frames:

1 coat Kem Kromik Primer, B50 series.  
2 coats ProMar 200 Aklyd Eg-Shel Enamel, B33 series.

B. Wood Doors and Trim, Opaque Finish:

~~1 coat ProMar 200 Alkyd Enamel Undercoater, B49W200.~~  
~~2 coats ProMar 200 Latex Flat Wall Paint, B31W200.~~

C. Wood Doors, Casework and Trim, Transport Finish:

~~1 coat Alkyd Wood Stain, A48.~~  
~~1 coat Sanding Sealer (open grained wood).~~  
~~2 coats Polyurethane Varnish, A67F1, hand rubbed satin.~~

D. Gypsum Board Flat Paint:

~~1 coat ProMar 200 Latex Wall Primer, B28W200.~~  
~~2 coats ProMar 200 Latex Flat Wall Paint, B30W2200.~~

E. Gypsum Board Latex Enamel:

~~1 coat ProMar 200 Latex Wall Primer, B28W200.~~  
~~2 coats ProMar 200 Latex Eg-Shel Enamel, B20W200.~~

F. Gypsum Board/Cement Board Epoxy Paint:

~~1 coat ProMar 20 Latex Wall Primer, B28W200.~~  
~~2 coats Tile Clad High Solids Epoxy, B62W100, semi gloss.~~

G. Gypsum Board Ceiling Flat Paint.

~~1 coat ProMar 200 Latex Wall Primer, B28W200.~~  
~~2 coats ProMar 200 Latex Flat Wall Paint, B30W200.~~

H. Gypsum Board Ceilings - Latex Enamel:

1 coat ProMar 200 Latex Wall Primer, B28W200.  
2 coats ProMar 200 Latex Eg-Shel Enamel, B20W200.

I. Concrete Unit Masonry:

1 coat Heavy Duty Block Filler, B42W46.  
2 coats Pro Mar 200 Latex Semi-Gloss Enamel, B34W200.

J. Precast Concrete Plank (Primer/Sealer):

~~1 coat Masonry Conditioner, A5 series.~~

K. Metal Surfaces - Not Factory Finished:

1 coat Kem Kromik Primer, B50 series.  
2 coats Industrial Enamel, B54 series.

2.05 COLORS

- A. Colors: As scheduled in the Owner's Finish Selections Schedule.

PART 3 - EXECUTION

3.01 EXAMINATION.

- A. Verify that defects in surfaces to be finished can be corrected by customary cleaning, sanding, and puttying operations.
- B. Measure moisture content of substrate. Do **not** apply finishes when moisture content of concrete, masonry, and gypsum board exceeds 12 percent and when moisture content of exterior wood exceeds 15 percent.
- C. Measure alkalinity of concrete, and masonry surfaces. Do not apply finishes when alkaline is sufficient to cause blistering of finish paint.
- D. Verification of Conditions: Painting Contractor shall verify the above conditions to ensure surfaces are free of conditions that would prevent proper installation of painting and staining materials.
1. Submit written notification if conditions are unacceptable.
  2. Do **not** begin painting materials installation before unacceptable conditions have been corrected.
  3. Beginning construction activities of the painting work indicates Installer's acceptance of conditions.

3.02 SURFACE PREPARATION

A. General:

1. Remove any foreign materials which will adversely affect adhesion or appearance of applied coating.
2. Remove mildew and neutralize the surface.
3. Treat efflorescence after causes have been corrected.
4. Ensure screws in steel doors and frames and similar locations, are countersunk. Fill and finish flush with adjacent surfaces.

B. Galvanized Steel:

1. Clean galvanized steel with xylol. Wipe dry.
2. Repair galvanized surfaces and coat welds with zinc-rich primer.

C. Ferrous Metal:

1. Wash with mineral spirits to remove soil, grease, and dirt. Wipe dry.
2. Remove rust, scale, and defective paint by scraping and wire brushing. Clean welds. Grind to remove shoulders.
3. Touch up bare metal and damaged shop coat with specified shop primer.
4. When shop coat has been repaired, omit the primer from the specified paint system.

## D. Concrete and Masonry:

1. Patch large holes in masonry with pointing mortar and finish flush with adjacent surface. Fill small holes, after priming, with prepared patching material.

## E. Wood:

- ~~1. Clean wood surfaces to be painted of dirt, oil, or other foreign substances with scrapers, mineral spirits, and sandpaper, as required. Sandpaper smooth these finished surfaces exposed to view, and dust off.~~
- ~~2. Prime, stain, or seal wood required to be job painted immediately upon delivery to job. Prime edges, ends, faces, undersides, and backsides of such wood, including cabinets, counters, cases, etc.~~
- ~~3. When transparent finish is required, use spar varnish for backpriming.~~
- ~~4. Seal tops, bottoms and cut-outs of wood doors with a heavy coat of varnish or equivalent sealer immediately upon delivery to job.~~
- ~~5. Scrape and clean small, dry, seasoned knots and apply a thin coat of white shellac or other recommended knot sealer, before application of priming coat.~~
- ~~6. After priming, fill holes and imperfections in finish surfaces with putty or plastic wood filler. Sandpaper smooth when dried.~~

## F. Gypsum Board:

1. Fill scratches and uneven areas with spackling compound and sand to a smooth, level surface. Exercise care to avoid raising nap of paper.

## G. Cement Board:

- ~~1. Fill voids, scratches and uneven areas as recommended by board manufacturer for type of finish to be applied.~~

## 3.03 PAINTING PREPARATION

## A. Remove door hardware, electrical device plates, light fixture trim, and fittings.

1. Protect and reinstall upon completion of each room or space.

## B. Remove electrical panel box covers and doors before painting walls.

1. Paint separately and reinstall when paint is dry.

## C. Provide drop cloths, shields, and protective methods to prevent spray or droppings from disfiguring other surfaces.

## 3.04 APPLICATION

## A. Apply paint systems in accordance with manufacturer's directions.

## B. Use applicators and techniques best suited for substrate and type of material being applied.

## C. Apply materials at not less than manufacturer's recommended spreading rate to provide a total dry film thickness not less than that recommended, for the system sued, by the specified manufacturer's directions.

- D. Thin paint only when specifically allowed by manufacturer and not to exceed manufacturer's directions.
- E. Apply paint smoothly to produce surface free of runs, holidays, brush marks, air bubbles, excessive roller stipple, and surface imperfections.
- F. Apply each coat of paint slightly darker than preceding coat.
- G. Sand lightly between coats to achieve uniform finish.
- H. Allow each coat to dry before next coat is applied.
- I/ Apply additional coats when undercoats, soil or other conditions show through the final coat of paint, until paint film is of uniform finish, color, and appearance.

### 3.05 CLEANING

- A. As work precedes, promptly remove paint where spilled, splashed or spattered.
- B. During progress of work, maintain premises free of unnecessary accumulation of tools, equipment, surplus materials and debris.
- C. Collect cotton waste, cloths and material which may constitute a fire hazard, place in closed metal containers and remove daily from site.

### 3.06 PAINTING SCHEDULE

- A. Painting is not required in concealed areas and generally inaccessible areas, such as foundation spaces, attic spaces, furred areas, and pipe chases.
- B. Where existing work is cut, patched, or added to, paint or touch-up surfaces to match existing work as closely as possible.
- C. Where existing work is scheduled for repainting, put in condition to receive and provide good adhesion for paint.
- D. Do not paint over any code-required labels, such as Underwriter's Laboratories and Factory Mutual, or any equipment identification, performance rating, name, or nomenclature plates.
- E. Paint surfaces behind movable equipment and furnishings same as similar exposed surfaces. Paint surfaces behind permanently fixed equipment or furnishings with prime coat only before installation of equipment.
- F. Paint exterior doors on tops, bottoms, and side edges, same as exterior face. Paint side edges of interior doors same as faces: paint tops and bottoms with prime coat only before installation.
- G. When not scheduled, finish closets same as adjoining room or space.
- H. Paint back sides of access panels and removable or hinged covers to match exposed surfaces.
- I. Apply sealer to both sides and edges of plywood used for mounting electrical and telephone.

- J. Paint exposed conduit boxes, and electrical equipment, except as pre-finished items, in finished spaces.
- K. Paint mechanical equipment in exterior spaces.
- L. Paint interior surfaces of ducts, that are visible through grilles and louvers, to limit of sight line.
- M. Paint louvers, grilles, covers and access panels, except pre-finished items. Paint dampers to match face of grilles.
- N. Stencil identification of smoke barrier partitions and fire walls extending above ceiling to roof deck:
1. Mark, with 2" high letters, the applicable rating, such as **"2 HOUR FIRE BARRIER"** and **"1 HOUR FIRE BARRIER"**, both sides of partition. OR 1 HOUR CEILING IN CENTER LOCATION. USE STENCIL WITH 3 INCH LETTERS.
  - ~~2. Locate identification approximately 8" above ceiling.~~
  - ~~3. Apply markings each side of vertical division line and at 12 ft. maximum spacing.~~
  4. Paint: Gloss or semi-gloss, red or fluorescent orange in color.
  - ~~5. Omit in areas where there are no ceilings and stenciling would be exposed.~~

END OF SECTION 09900

**SOLID COLOR REINFORCED COMPOSITE TOILET PARTIIONS AND URINAL SCREENS****SECTION 10161 – TOILET PARTITIONS****1.1 RELATED DOCUMENTS**

- A. General Provisions of Contract, General and Supplemental Conditions and General Requirements apply to this Section.
- B. This section shall be governed by alternates insofar as they affect this work.

**1.2 DESCRIPTION OF WORK**

- A. Provide labor, material, and services necessary for proper and complete installation of overhead braced, floor supported solid plastic toilet partitions and urinal partition.

**1.3 SUBMITTAL**

- A. Submit five (5) copies of shop drawings of toilet compartments and related items to Architect for review. Obtain final review of drawings prior to proceeding with fabrication.
- B. Shop drawings shall indicate plans, elevations, details of construction, sizes of openings and parts, anchoring details, leveling details, brand name to be used thickness, colors, patterns, hardware and accessories, fitting and fastening.

**1.4 MANUFACTURER**

- A. Manufacturers offering products complying with requirements include:
  - 1. Bobrick Products, Reinforced Composite Partitions and Screens

**1.5 PANELS**

- A. Panels, doors and pilasters shall be fabricated from
- B. Construction:
- C. Color to be determined from manufacturer's standard color palate.

**1.6 STANDARD HARDWARE**

- A. Door hardware shall be as follows:
- B. Pilaster shoes
- C. Full length continuous wall brackets
- D. Headrail shall be
- E. Headrail bracket shall be
- F. Wall brackets shall be

**1.7 FINISH**

- A. Color pattern shall be chosen by owner from shop drawings.

1.8 WORKMANSHIP

- A. Erect toilet compartment and accessories in a rigid substantial manner, straight and plumb, and with all horizontal lines level.
- B. Clearance at wall shall be approximately 1" for panels and 1" for pilasters.
- C. Conceal all evidence of drilling, cutting and fitting to room finish in finish work.
- D. Clearance at vertical edges of doors shall be uniform from top to bottom and shall not exceed 3/16". Doors shall be free from warp or wind.
- E. Provide cut-outs in partition walls, as required for partition mounted accessories.

1.9 FINAL CLEAN-UP, TOUCH-UP AND ADJUSTING

- A. Adjust hardware and leave in perfect working order.
- B. Adjust door hinges to hold doors open at approximately 30 degrees.

1.10 WARRANTY

- A. Panels and hardware shall be warranted to be free of manufacturing defects in material or workmanship and against breakage, delamination or rust for a period of ten years from date of acceptance.

END OF SECTION

## SECTION 10440 - SPECIALTY SIGNS

## 1. DESCRIPTION OF WORK

- 1.0 This work section to be furnished by & installed by G.C.'s subcontractor, per schedule. Refer to drawings for list.
- 1.1 Provide labor, material, equipment and services necessary for proper and complete specialty signage system. All signs must be furnished and installed meeting current Federal ADAAG requirements and local ordinances.
- 1.2 EXTERIOR CONCRETE BLOCK WALL MOUNTS IN SECURITY FRAME.
- 1.3 Work includes, but is not limited to:
- 1.4 2 wall signs for men's and women's restrooms.
- 1.2.1 ~~Exterior post mounted handicapped signs per site plan. Refer to site plan details in drawings for quantity. Installation by subcontractor.~~
- 1.2.2 ~~Room identification door mounted signs and identification graphics.~~

## 2. EXTERIOR HANDICAPPED SIGNS

- 2.1 ~~Supply ext. handicapped parking signs & metal drive post similar to Apco Graphics, Inc., 4130 Series, single post/ panel. Ref. to sheet drawing and detail.~~
- 2.2 ~~Reference to sheet drawing and detail for Sign Panel size and post requirement~~

## 3.0 BUILDING SIGNS

## 3.1 MATERIAL:

- ~~Cast Metal Letter building sign: Provide Standard Cast Aluminum Finishes, Painted Colors & Standard Cast Bronze Finishes - Selected by Owner~~
- ~~Fastener: 2a Stud Installation~~
- ~~Font: Standard Cast Typestyles - Selected by Owner~~
- ~~Signs Type: (2 locations) MARKET PLACE~~
- ~~(8 locations) See Owner for text.~~

## 3.2 MANUFACTURER:

- ~~Gemini Incorporated Letters, Logos & Plaques~~
- ~~ASI signage~~

- 3.3 PLASTIC SIGNS FOR BOTH RESTROOMS. - INCLUDE SECURITY FRAME FOR CONCRETE BLOCK WALL MOUNT. MUST MEET ADA REQUIREMENTS FOR BRAILE AND MOUNTING HEIGHT.  
COLORS: WHITE RAISED LETTERS & PICTOGRAM WITH DARK BACKGROUND COLOR. BRAILLE TO MATCH BACKGROUND COLOR.  
OWNER TO APPROVE OF COLOR.

- 4.0 YARD & EXTERIOR SIGNAGE - none this job.

## 5.0 INTERIOR SIGNAGE

- 5.1 ~~A comprehensive system of interior signs must be installed directing staff and clients to all appropriate facilities contained within the building.~~
- 5.2 ~~As required by code, all fire and emergency exits and the routes to such exits must be clearly marked.~~



~~5.3 Sign locations must be coordinated for visibility, in relation to millwork and overall detailing, and must be kept clear of door swings.~~

~~5.4 Provide graphics such as room numbers, directional signs, evacuation routes, vending signs, etc.~~

~~5.5 Signage floor levels numbered with 6" (15cm) high reflective finish that contrasts with the background which is located approximately 54" above the floor landing visible when the door is in the open or closed position. Must meet ADA standards.~~

~~Shop drawings must be approved by Owner & Architect prior to ordering.~~

6.0 INSTALLATION:

6.1 Installation preferred on push side of door as permitted 2010 ADA standards 703.4.2.  
Installation to be plumb and level with out distortion.

END OF SECTION

**SECTION 10522 - FIRE EXTINGUISHERS, CABINETS, AND ACCESSORIES****PART 1 GENERAL****1.1 SUMMARY****1.2 SUBMITTALS**

A. Product Data.

**1.3 QUALITY ASSURANCE**

A. Labels: Provide only fire extinguishers which are listed and labeled by Underwriters Laboratories Inc.

**PART 2 PRODUCTS****2.1 FIRE EXTINGUISHERS**

A. Manufacturers: Products of the following manufacturers, provided they comply with requirements of contract documents, will be among those considered acceptable:

1. Fire extinguishers:

- a. Ansul – Hand portable, Sentry Carbon Dioxide Extinguisher.  
Wall bracket (concrete block wall installation) for mechanical room.  
Sentry 10 cd10A-1 aluminum 26.75 lb. weight.

B. Fire Extinguishers:

- 1. Rating: 10 B:C
- 2. Type: carbon dioxide
  - a. Stored pressure type.

3. Cabinet mounted. SURFACE MOUNT.

**2.2 CABINETS AND CABINET ACCESSORIES**

A. Cabinets:

- 1. To house one extinguisher.
- 2. Style: Semi-recessed mounted, protruding not more than that allowed by A.D.A..
- 3. Trim (box flange or frame): Same material and finish as door.
- 4. No lettering on door or trim.
- 5. Box: Manufacturer's standard material and construction.

B. Hinges: Provide hinges for each door; concealed or continuous type; allow full 180 degree opening of door.

**PART 3 EXECUTION**

**3.1 PREPARATION**

- A. Prepare openings for recessed cabinets.

**3.2 INSTALLATION**

- A. Perform installation in accordance with the manufacturer's instructions except where more stringent requirements are shown or specified, and except where project conditions require extra precautions or provisions to ensure satisfactory performance of the work.
- B. Install cabinets at locations indicated.
- C. Install cabinets at heights indicated.
- D. Deliver keys to owner at substantial completion.

**END OF SECTION 10522**

**SECTION 10800 - TOILET AND BATH ACCESSORIES****PART 1 GENERAL****1.1 SUMMARY**

- A. Public Restrooms: Refer to drawings schedule.
- ~~B. Guest Bathrooms:~~

**1.2 SUBMITTALS**

- A. Product Data.
- B. Shop Drawings.
- C. Manufacturer's Instructions.

**PART 2 PRODUCTS****2.1 MANUFACTURERS**

- A. For each distinct type of toilet accessory, provide accessories fabricated by a single manufacturer.
- B. All model numbers specified are as listed on the drawings, no substitutions. Infrom Architect of model number changes.
- C. ~~Equivalent products of the following other manufacturers, provided they comply with requirements of the contract documents, will be among those considered acceptable:~~
  - ~~1. Franklin Brass Manufacturing Company.~~
  - ~~2. American Specialties, Inc.~~
  - ~~3. Bradley Corporation.~~
  - ~~4. McKinney/Parker, Inc., a Subsidiary of Essex Industries, Inc.~~

**2.2 TOILET ACCESSORIES - (Refer to building plan schedules.)****2.3 MATERIALS**

- A. Mounting Devices and Fasteners: Provide toilet accessory manufacturer's recommended items for substrates and conditions indicated.

**2.4 FABRICATION**

- A. Manufacturer's Trademarks and Model Numbers: Neither name nor trademark of manufacturer is acceptable on exposed surfaces of accessories. Provide manufacturer's name and model number on stamped plate or waterproof label securely affixed to unexposed surface of accessory.

**PART 3 EXECUTION**

**3.1           INSTALLATION**

- A.           Leave installation or adjustment tools for each accessory with owner.
- B.           Perform installation in accordance with manufacture's specifications.
- C.           Accessories Furnished and Installed for Use by Handicapped Persons and ADA compliant: Install as indicated on drawings.

**END OF SECTION 10800**

**SECTION 10810 – MIRROR UNITS****1. DESCRIPTION OF WORK (Furnish and Install)**

- 1.1 Types of mirror units required include two mirror metal units per schedule on drawings. Refer to plans for size.

**2. SPECIFIED PRODUCT WARRANTY**

- 2.1 Provide manufacturer's products shown on drawing schedule.
- 2.2 ~~Provide written 5-year warranty against silver spoilage of mirrors, agreeing to replace any mirrors which develop visible defects within warranty period.~~

**3. MATERIALS**

- 3.1 ~~Mirror Glass: ¼" thick, Type I, Class 1, Quality q2, conforming to FS DD-G-451, with silvering, copper coating, and protective organic coating complying with FS DD-M-411.~~
- 3.2 Install with required manufacturer's anchor hardware for secure locations as recommended by manufacturer.

**4. INSTALLATION**

- 4.1 Secure mirrors surface mount to wall. Set units plumb, level, and square at locations indicated in accordance with manufacturer's instructions for type of substrate involved.
- 4.2 Clean exposed surfaces of mirror units in compliance with manufacturer's recommendations.

**END OF SECTION 10810**