

**CONTRACT DOCUMENTS  
AND  
SPECIFICATIONS  
FOR**

**Department of Public Safety  
Public Safety Operations Center  
Phase 1A: Demolition**

January 31, 2014

**Bid No. 22-2014**

Set # \_\_\_\_\_



**MGT Project No.: 1316 - 1A**

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**CONTRACT DOCUMENTS**

**Public Safety Operations Center Phase 1A: Demolition**

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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, March 11, 2014, for furnishing all labor and/or materials and performing all work as set forth by this advertisement, conditions (general and special), specifications, and/or the drawings prepared by and for Lexington-Fayette Urban County Government, Department of Public Safety. 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 Public Safety Operations Center Phase 1A: Demolition, Lexington-Fayette County, Kentucky.

The Work of Project is defined by the Contract Documents and consists of the following:

Project consists of demolition of various components east of Column Line 5, of the existing one story building at 115 Cisco Road. This demolition package is in preparation for the future renovation of the existing facility (formerly the Juvenile Detention Facility) to serve as the new Public Safety Operations Center for Lexington Fayette Urban County Government (LFUCG – PSOC). The various building components to be demolished include concrete masonry walls, doors, windows, ceiling systems, and flooring systems. Demolition of various mechanical, plumbing and electrical system components is also part of the scope of work. Subsequent to (and outside of) this Phase 1A Demolition project, future projects for the site include the following:

- a. Phase 1B: Renovation of the existing facility east of Column Line 5. This Phase includes removal of the building's entire existing roofing system, and its replacement.
- b. Phase 2: Demolition of various interior building components west of Column Line 6, and Renovation of the existing facility west of Column Line 6.

Construction work scope and schedule for Phase 1B project may be ongoing during this portion of the Phase 1A project. The Phase 1A Project Contractor shall maintain ongoing daily coordination with the Phase 1B Contractor to insure smooth coordination of both projects.



### 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

Builders Exchange  
1035 Strader Drive, Ste 100  
Lexington, Kentucky, 40505

#### LFUCG

Department of Public Safety  
200 East Main Street, Third Floor  
Lexington, Kentucky

McGraw-Hill Co./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 Basis** for total Project. The Bidder must include a price for all bid items to be considered. Bids shall be submitted in the manner and subject to the conditions as set forth and described in the Instruction to Bidders and Special Conditions.

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

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

**5. METHOD OF AWARD**

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, March 11, 2014. 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 March 11, 2014. 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:

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

**12. PRE-BID MEETING**

A non-mandatory pre-bid meeting will be held at 9:00 AM local time on February 25, 2014 at 115 Cisco Road, Lexington, KY 40504.

END OF SECTION

**PART II**  
**INFORMATION FOR BIDDERS**

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**PART II**  
**INFORMATION FOR BIDDERS**

**1. RECEIPT AND OPENING OF BIDS**

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

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

**2. PREPARATION OF BID**

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

**3. SUBCONTRACTS**

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

#### **4. QUALIFICATION OF BIDDER**

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

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

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

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

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

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

**5. BID SECURITY**

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

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

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

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

Bidder must agree to commence work on or before a date to be specified in a written "Notice to Proceed" from the OWNER and to fully complete the Project within the time as specified in the Contract. Bidder must agree also to pay \$500.00 per day as liquidated damages, or the sum as specified in the Contract for each consecutive calendar day thereafter as hereinafter provided in the General Conditions.



**8. EXAMINATION OF CONTRACT DOCUMENTS AND SITE**

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

**9. ADDENDA AND INTERPRETATIONS**

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

**10. SECURITY FOR FAITHFUL PERFORMANCE**

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

**11. POWER OF ATTORNEY**

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

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

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

**13. LAWS AND REGULATIONS**

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

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

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

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

**15. PREVAILING WAGE LAW AND MINIMUM HOURLY RATES**

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

**16. AFFIRMATIVE ACTION PLAN**

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

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

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

All submissions should be directed to:

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

**17. CONTRACT TIME**

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

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

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

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

**19. ALTERNATE BIDS**

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

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

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

**20. SIGNING OF AGREEMENT**

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

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

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

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

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

Marilyn Clark, 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:

Marilyn Clark, 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:

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



Lexington-Fayette Urban County Government  
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Gray  
Mayor

William O'Mara  
Commissioner

ADDENDUM #1

Bid Number: 22-2014

Date: February 28, 2014

Subject: Public Safety Operations Center Phase 1A Demolition

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

TO ALL PROSPECTIVE BIDDERS:

SPECIFICATIONS:

1. Part VI Contract Agreement, #2 Scope of Work: replace paragraph with, "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 thirty (30) calendar days. The time shall begin ten calendar (10) days after the CONTRACTOR is given the Notice to Proceed with the Work."

DRAWINGS

1. Sheet AD1.1: REVISE this sheet as follows:
  - a. DELETE existing Keynote 4, and ADD new Keynote 4, as follows: "REMOVE portion of existing CMU wall to limits indicated horizontally, and vertically to the bottom of the existing structure above."
  - b. Refer to south exterior wall (along column line A). Where portions of this existing CMU wall are shown being removed at bays between structural grid lines 5 & 6, 6 & 7, 8 & 9, 11 & 12, and 15 & 16, delete removal of these portions of CMU wall from the contract, and the Keynote 4 adjacent to each. These future window openings will be removed as part of the Phase 1B (Renovation) contract, and not as part of this Phase 1A (Demolition) contract.
  - c. Refer to north exterior wall (along column line L). Where portions of this existing CMU wall are shown being removed at bays between structural grid lines 7 & 8, and 9 & 10, delete removal of these portions of CMU wall from the contract, and the Keynote 4 adjacent to each. These future window openings will be removed as part of the Phase 1B (Renovation) contract, and not as part of this Phase 1A (Demolition) contract.
  - d. Refer to the exterior CMU wall along column line C, on the south side of the West Courtyard E115. Where a portion of this existing CMU wall is shown being removed between structural grid lines 7 & 8, delete removal of this portion of CMU wall from the contract, and the Keynote 4

- adjacent to it. This future window opening will be removed as part of the Phase 1B (Renovation) contract, and not as part of this Phase 1A (Demolition) contract.
- c. REVISE Keynote 18, and its sub-keynotes. Removal (abatement) of existing VCT flooring shall be by Owner ("Not in Contract"). Removal of the other flooring systems will remain in this contract. REVISE these keynotes to read as follows:
    - i. "18. Existing VCT Flooring System shall be removed (abated) by Owner (Not in Contract)."
    - ii. "18.1 Remove Existing Ceramic Tile Flooring System."
    - iii. "18.2 Remove Existing Quarry Tile Flooring System."
    - iv. "18.3 Remove Existing Carpet Flooring System."
2. Sheet AD1.2: REVISE this sheet as follows:
    - a. DELETE existing Keynote 4, and ADD new Keynote 4, as follows: "REMOVE portion of existing CMU wall to limits indicated horizontally, and vertically to the bottom of the existing structure above."
    - b. Refer to north exterior wall (along column line L). Where a portion of this existing CMU wall is shown being removed between structural grid lines 28 & 29, delete removal of this portion of CMU wall from the contract, and the Keynote 4 adjacent to it. This future window opening will be removed as part of the Phase 1B (Renovation) contract, and not as part of this Phase 1A (Demolition) contract.
  3. Sheet AD3.0: REVISE this sheet as follows:
    - a. Refer to Keynote 4. This keynote shall be REVISED to read "Not Used". (The existing louver system shall remain).
  4. ADD Sheets A1.0, A1.1 and A1.2 (attached) to the construction documents of this Phase 1A Demolition contract. These sheets are Floor Plans from the Phase 1B Renovation Package. These three sheets are incomplete, and are "Not in Phase 1A Contract", but are included here as a reference tool for the demolition contractor.

QUESTIONS FROM BIDDERS: (Responses in *Italics*):

1. The Owner will remove all materials from the rooms.
  - *Response: Use caution with the term "all materials". Adhere to general notes and keynotes. For example, refer to Demolition General Note DN10, and Keynotes 10, 11, 12, etc.*
2. The contractor is responsible for the proper disposal of light ballasts and bulbs. Has your consultant provided a quantity in their asbestos survey?
  - *Response: No*
3. Confirm the spray-on fireproofing located on the precast double T slabs will remain and any patchwork will be performed by the next phase contract.
  - *Response: This is correct. This may be sprayed on fireproofing or sprayed on acoustic insulation.*
4. It is anticipated for the Owner to take at least a month to issue a notice to proceed after the bid opening. Then our start date will begin 10 (calendar or business?) days after notice to proceed has been received and the project is expected to be completed in 30 (calendar or business?) days.
  - *Response: Please see SPECIFICATIONS, #1 above.*
5. The proper removal of any refrigerant is our (contractor's) responsibility. The freon may be capped from the 5 salvaged DX coils.
  - *Response: Refer to Sheet DME1.1, Mechanical Demolition Notes 6 & 11.*
6. The equipment to be salvaged is to not only to be given to the Owner but also transported to another site. Please provide a list of equipment.
  - *Response: Refer to Sheet DME1.1 (Mechanical Demolition Keynotes 7 & 9), and Sheet DE1.1 (Electrical Demolition Keynotes 16 & 18). The salvaged equipment shall be transported to another site, within Lexington city limits. Owner will designate the final location.*

7. Note 4 identifies CMU walls that needs lintels placed and provided by others. Should the demolished wall openings that require a lintel be performed by the next phased contractor?

- Response: See notes under DR ATTENDING above.

Pre-bid sign-in sheet attached.



Todd Slatin, Director  
Division of Central Purchasing

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

COMPANY NAME: O'Rourke Wrecking Company

ADDRESS: 660 Lunken Park Drive, Cincinnati, OH 45226

SIGNATURE OF BIDDER: Jeremy Hudson

Jeremy S. Hudson, Vice President



### PART III

#### Invitation to Bid No. 22-2014

#### Public Safety Operations Center Phase 1A: Demolition

##### 1. FORM OF PROPOSAL

Place: Lexington, Kentucky

Date: 3/11/14

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

This Proposal Submitted by O'Rourke Wrecking Company  
660 Lunken Park Drive  
Cincinnati, OH 45226  
(Name and Address of Bidding Contractor)

(Hereinafter called "Bidder"), organized and existing under the laws of the State of  
Ohio, doing business as O'Rourke Wrecking Company  
"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 Public Safety Operations Center PH1A-Demo 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 \$500.00 for each consecutive calendar day thereafter.

The Bidder hereby acknowledges receipt of the following addenda:

Addendum No. 1 Date 2/28/14

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.

**BID BOND**

Conforms with The American Institute of  
Architects, A.I.A. Document No. A-310

KNOW ALL BY THESE PRESENTS, That we, O'Rourke Wrecking Company

660 Lunken Park Drive, Cincinnati, Ohio 45226

as Principal, hereinafter called the Principal,

and the Hartford Fire Insurance Company,

of 690 Asylum Ave., Hartford, Connecticut 06115

, a corporation duly organized under  
the laws of the State of Connecticut, as Surety, hereinafter called the Surety, are held and firmly bound unto

Lexington-Fayette Urban County Government (LFUCG)

as Obligee, hereinafter called the Obligee,

in the sum of Five percent of the total amount bid

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

WHEREAS, the Principal has submitted a bid for Public Safety Operations Center Phase 1A:

Demolition, Lexington-Fayette County, Kentucky

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

Signed and sealed this 11th day of March, 2014.

Jaime Monk  
Jaime Monk, Admin.

Witness

O'Rourke Wrecking Company (Seal)  
Principal

Jeremy J. Hudson  
Jeremy J. Hudson, V.P. Title

Anna Feinberg

Witness

Hartford Fire Insurance Company

By Karen S. Austin  
Karen S. Austin Attorney-in-Fact  
Kentucky Resident Agent

# POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD

BOND, T-4

One Hartford Plaza

Hartford, Connecticut 06155

call: 888-266-3488 or fax: 860-757-5835

Agency Code: 33-706055 & 33-703421

KNOW ALL PERSONS BY THESE PRESENTS THAT:

- ☒ Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- ☒ Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
- ☒ Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
- ☐ Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- ☐ Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
- ☐ Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
- ☐ Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
- ☐ Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, up to the amount of unlimited:

Cindy K. Main, Ralph E. Hodges of Columbus OH; Karen S. Austin of Ft. Thomas KY,  
Paul J. Schueler Jr., Frank J. Lech, Paulette M. Aerni, Thomas W. Chatham, Linda L. Hogle,  
Thomas D. Cassidy, Richard A. Davis, Anne Tierney, Louis R. Fisher of Cincinnati, OH

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on January 22, 2004 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



*Scott Sadowsky*

Scott Sadowsky, Assistant Secretary

*M. Ross Fisher*

M. Ross Fisher, Assistant Vice President

STATE OF CONNECTICUT

COUNTY OF HARTFORD

ss. Hartford

On this 3<sup>rd</sup> day of March, 2008, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



CERTIFICATE

*Scott E. Paseka*

Scott E. Paseka  
Notary Public

My Commission Expires October 31, 2012

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of March 11, 2014  
Signed and sealed at the City of Hartford.



*Gary W. Stumper*

Gary W. Stumper, Assistant Vice President

2. **LEGAL STATUS OF BIDDER**

Bidder O'Rourke Wrecking Company

Date 3/11/14

\* 1. A corporation duly organized and doing business under the laws of the State of Ohio, for whom Jeremy J. Hudson, bearing the official title of Vice President, 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)

N/A

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

N/A

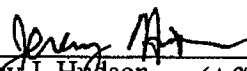
\*(The Bidder shall fill out the appropriate form and strike out the other two.)

3. BIDDERS AFFIDAVIT

Comes the Affiant, Jeremy J. Hudson, and after being first duly sworn, states under penalty of perjury as follows:

1. His her name is Jeremy J. Hudson and he she is the individual submitting the bid or is the authorized representative of O'Rourke Wrecking Company, 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.

  
\_\_\_\_\_  
Jeremy J. Hudson (Affiant)  
Vice President

STATE OF Ohio

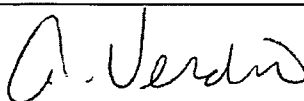
COUNTY OF Hamilton

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

Jeremy J. Hudson on this the 11th day of March, 20 14.

My Commission expires: 10-15-18

ANNETTE VERDIN  
Notary Public, State of Ohio  
My Commission Expires 10-15-2018



\_\_\_\_\_  
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.

| Item No. | Description w/Unit Bid Price Written in Words   | Estimated Quantity | Unit | Total Bid Amount |
|----------|---|--------------------|------|------------------|
| 1.       | BASE BID: Demolition and Equipment Removal as per specifications.<br>Two Hundred Fifty Two Thousand Dollars<br>Zero Cents | 1                  | LS   | \$ 252,000.00    |

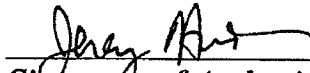
Submitted by:

O'Rourke Wrecking Company  
Firm

660 Lunken Park Drive  
Address

Cincinnati, OH 45226  
City, State & Zip

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

 , VICE PRESIDENT  
***Signature of Authorized Company Representative – Title***

Jeremy J. Hudson, Vice President  
Representative/s Name (Typed or Printed)

(513) 871-1400  
Area Code – Phone – Extension

(513) 871-1313  
Fax #

jHUDSON@OROURKEWRECKING.COM  
E-Mail Address

**OFFICIAL ADDRESS:**

660 Lunken Park Drive  
Cincinnati, OH 45226

\_\_\_\_\_  
(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: O'Rourke Wrecking Company
2. Permanent Place of Business: 660 Lunken Park Drive, Cincinnati, OH 45226
3. When Organized: 3/26/1962
4. Where Incorporated: Ohio
5. Construction Plant and Equipment Available for this Project:

\* See Attached Corporate Profile.

\* See Attached Equipment List - Any of which are available for use on this project.

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(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:

HARTFORD FIRE INSURANCE COMPANY (Surety)

Signed: Karen S. Austin (Representative of Surety)

KAREN S. AUSTIN ATTORNEY-IN-FACT AND RESIDENT KENTUCKY AGENT

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

| <u>NAME</u>                         | <u>LOCATION</u> | <u>CONTRACT SUM</u> |
|-------------------------------------|-----------------|---------------------|
| * See Project Profiles & References |                 |                     |
|                                     |                 |                     |
|                                     |                 |                     |
|                                     |                 |                     |
|                                     |                 |                     |

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

| <u>NAME</u>                 | <u>LOCATION</u> | <u>CONTRACT SUM</u> |
|-----------------------------|-----------------|---------------------|
| * See Ongoing Projects List |                 |                     |
|                             |                 |                     |
|                             |                 |                     |
|                             |                 |                     |
|                             |                 |                     |

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

| <u>NAME</u>      | <u>POSITION DESCRIPTION</u> | <u>NO. OF YEARS<br/>WITH BIDDER</u> |
|------------------|-----------------------------|-------------------------------------|
| Jeremy J. Hudson | Vice President              | 10                                  |
| Jeffrey Sizemore | Project Manager             | 14                                  |
| Jerry Bill       | Project Superintendent      | 19                                  |
|                  |                             |                                     |
|                  |                             |                                     |



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 Yes/No</u></b> | <b><u>% of Work</u></b> |
|---|--|--------------------------|-------------------------|
| 1. <u>Trucking / Hauling Debris</u>   | Name: <u>Ezzie Contracting, LLC</u><br>9927 Stonebridge Drive<br>Address: <u>Loveland, OH 45140</u>    | <u>Yes</u>               | <u>10%</u>              |
| 2. <u>Electrical Work</u>   | Name: <u>Parsons Electrical Contractors</u><br>116 Trade Street<br>Address: <u>Lexington, KY 40511</u> | <u>No</u>                | <u>6%</u>               |
| 3. _____  | Name: _____<br>Address: _____  | _____                    | _____                   |
| 4. _____  | Name: _____<br>Address: _____  | _____                    | _____                   |
| 5. _____  | Name: _____<br>Address: _____  | _____                    | _____                   |
| 6. _____  | Name: _____<br>Address: _____  | _____                    | _____                   |
| 7. _____  | Name: _____<br>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) and Disadvantaged (DBE) Business Enterprises as subcontractors or suppliers in their bids.
- 2) Toward that end, the LFUCG has established 10% of total procurement costs as a Goal for participation of Minority-Owned, Woman-Owned and Disadvantaged Businesses on this contract.
- 3) **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 or Woman-Owned subcontractors and suppliers for work done or materials purchased for this contract. (See Subcontractor Monthly Payment Report)
- 2) Replacement of a Minority-Owned or Woman-Owned subcontractor or supplier listed in the original submittal must be requested in writing and must be accompanied by documentation of Good Faith Efforts to replace the subcontractor / supplier with another 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) 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 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.**

**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 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 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 of subcontracting opportunities
- e. Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms
- f. Requested a list of MWDBE subcontractors or suppliers from LFUCG Economic Engine and showed evidence of contacting the companies on the list(s).
- g. Contacted organizations that work with MWDBE companies for assistance in finding certified MWDBE firms 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 to determine their level of interest.
- j. Provided the interested MWDBE firm 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 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 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 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 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 quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE goals.

o. Made an effort to offer assistance to or refer interested MWDBE firms 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 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 participation.

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. Documentation of Good Faith Efforts are to be submitted with the Bid, if the participation Goal is not met.





## MINORITY BUSINESS ENTERPRISE PROGRAM

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

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

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

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

A Disadvantaged Business Enterprise is defined as a business 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

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 in Economic Engine (<https://lfucg.economicengine.com>)

| <b>Business</b>   | <b>Contact</b>                         | <b>Email Address</b>   | <b>Phone</b> |
|---|--|--|--------------|
| <b>LFUCG</b>  | Marilyn Clark                          | <a href="mailto:mclark@lexingtonky.gov">mclark@lexingtonky.gov</a>             | 859-258-3323 |
| <b>Commerce Lexington – Minority Business Development</b> | Tyrone Tyra                            | <a href="mailto:tyra@commercelexington.com">tyra@commercelexington.com</a>     | 859-226-1625 |
| <b>Tri-State Minority Supplier Diversity Council</b>      | Sonya Brown                            | <a href="mailto:sbrown@tsmsdc.com">sbrown@tsmsdc.com</a>                       | 502-625-0137 |
| <b>Small Business Development Council</b>                 | Dee Dee Harbut<br>UK SBDC              | <a href="mailto:dharbut@uky.edu">dharbut@uky.edu</a>                           |              |
|   | Shiree Mack                            | <a href="mailto:smack@uky.edu">smack@uky.edu</a>                               |              |
| <b>Community Ventures Corporation</b>                     | James Coles                            | <a href="mailto:jcoles@cvckv.org">jcoles@cvckv.org</a>                         | 859-231-0054 |
| <b>KY Department of Transportation</b>                    | Melvin Byrnes                          | <a href="mailto:Melvin.byrnes@ky.gov">Melvin.byrnes@ky.gov</a>                 | 502-564-3601 |
|   | Shella Eagle                           | <a href="mailto:Shella.Eagle@ky.gov">Shella.Eagle@ky.gov</a>                   | 502-564-3601 |
| <b>Ohio River Valley Women's Business Council (WBENC)</b> | Rea Waldon                             | <a href="mailto:rwaldon@rcul.org">rwaldon@rcul.org</a>                         | 513-487-6534 |
| <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@nwboe.org">janet@nwboe.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 # 22-2014


The MWDBE 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.

| 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.<br>Ezzie Contracting LLC                      | Trucking / Hauling Debris | 10% of Bid                        | 10% of Bid                   |
| 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.

O'Rourke Wrecking Company  
Company

3/11/14  
Date

 Jeremy J. Hudson  
Company Representative

Vice President  
Title



**LFUCG MWDBE SUBSTITUTION FORM**  
Bid/RFP/Quote Reference # 22-2014

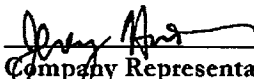
The substituted MWDBE subcontractors listed below have agreed to participate on this Bid/RFP/Quote. These substitutions were made prior to or after the job was in progress. These substitutions were made for reasons stated below and are now being submitted to Central Purchasing for approval. By the authorized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

| SUBSTITUTED<br>MWDBE Company<br>Name, Address, Phone,<br>Email | MWDBE Formally<br>Contracted/ Name,<br>Address, Phone,<br>Email | Work to Be<br>Performed | Reason for the<br>Substitution | Total Dollar<br>Value of the<br>Work | % Value of Total<br>Contract |
|--|---|-------------------------|--------------------------------|--------------------------------------|------------------------------|
| 1.<br><br>N/A  | N/A   | N/A                     | N/A                            | N/A                                  | N/A                          |
| 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.

O'Rourke Wrecking Company  
Company

3/11/14  
Date

 Jeremy J. Hudson  
Company Representative  
Vice President  
Title



# **MWDBE QUOTE SUMMARY FORM**

Bid/RFP/Quote Reference # 22-2014

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

|  |   |
|--|---|
| Company Name <b>O'Rourke Wrecking Company</b>                                | Contact Person <b>Jeremy J. Hudson, Vice President</b>  |
| Address/Phone/Email<br><b>660 Lunken Park Drive<br/>Cincinnati, OH 45226</b> | Bid Package / Bid Date<br><b>No. 22-2014<br/>Public Safety Operations Center Phase 1A: Demolition</b> |

| MWDBE<br>Company Address                                       | Contact<br>Person | Contact<br>Information<br>(work phone,<br>Email, cell) | Date<br>Contacted | Services<br>to be<br>performed | Method of<br>Communication<br>(email, phone<br>meeting, ad,<br>event etc) | Total dollars \$\$<br>Do Not Leave<br>Blank<br>(Attach<br>Documentation) | MBE *<br>AA<br>HA<br>AS<br>NA<br>Female |
|--|-------------------|--|-------------------|--------------------------------|---|--|---|
| Ezzie Contracting<br>9927 Stonebride Dr.<br>Loveland, OH 45140 | Darrell Mays      | 513.677.6199   | 2/27/14           | Trucking<br>Hauling Debris     | Phone   | 10% of Bid   | MBE/DBE                                 |
|  |                   |  |                   |                                |   |  |   |
|  |                   |  |                   |                                |   |  |   |
|  |                   |  |                   |                                |   |  |   |
|  |                   |  |                   |                                |   |  |   |
|  |                   |  |                   |                                |   |  |   |

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

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

O'Rourke Wrecking Company  
Company  
3/11/14  
Date

Jeremy J. Hudson  
Company Representative  
Vice President  
Title



N/A

## 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. In order to measure that goal LFUCG will track spending with MWDDBE 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 # 22-2014


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

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

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

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

O'Rourke Wrecking Company  
Company  
3/11/14  
Date

  
Jeremy J. Hudson  
Company Representative  
Vice President  
Title

**LFUCG STATEMENT OF GOOD FAITH EFFORTS**  
**Bid/RFP/Quote # 22-2014**

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 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 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

  X   Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs of subcontracting opportunities

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

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

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

  X   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.

  X   Followed up initial solicitations by contacting MWDBEs to determine their level of interest.

  X   Provided the interested MWDBE firm with adequate and timely information about the plans, specifications, and requirements of the contract.


  X   Selected portions of the work to be performed by MWDBE firms 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 participation, even when the prime contractor may otherwise perform these work items with its own workforce

- \_\_\_\_\_ Negotiated in good faith with interested MWDBE firms 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 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 quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE goals.
- \_\_\_\_\_ Made an effort to offer assistance to or refer interested MWDBE firms 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 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 participation.

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. Documentation of Good Faith Efforts are to 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.

O'Rourke Wrecking Company  
Company  
3/11/14  
Date

 Jeremy J. Hudson  
Company Representative  
Vice President  
Title





## INVITATION TO BID

**DATE:** March 05, 2014

**TO:** MBE/WBE/DBE Trucking Subcontractors

**ATTN:** Sean Edwards

**EMAIL:** seanedwards89@gmail.com

**PROJECT NAME/DESCRIPTION:** Public Safety Operations Building Phase A1 Demolition

**BID DATE/TIME:** 03/11/14 2:00 PM

*We invite you to submit a quotation for the following work for the above referenced project:*

Please provide your hourly rates for hauling construction and demolition debris to a local landfill or recycling facility. Also provide us with truck type and quantity of trucks you have in your fleet.

If interested in bidding please fax or email your quote to the information below.  
Scott Hollmann – [shollmann@orourkewrecking.com](mailto:shollmann@orourkewrecking.com)

**PLEASE SUBMIT BIDS TO US FOR RECEIPT ON OR BEFORE:** March 10, 2014

*Please complete the following and return to us via fax (513) 871-1313 or email to [bid@orourkewrecking.com](mailto:bid@orourkewrecking.com) as soon as possible even if you are not bidding.*

**WILL YOU BE BIDDING THIS PROJECT:** YES \_\_\_\_\_ NO \_\_\_\_\_, if no, please explain:

**PLEASE CHECK ANY OF THE FOLLOWING IF APPLICABLE:**

| MBE | WBE | DBE | SBE | FBE | EDGE |
|-----|-----|-----|-----|-----|------|
|     |     |     |     |     |      |

**CERTIFIED BY,** list Agency(ies): \_\_\_\_\_

*Please include a copy of your **CURRENT CERTIFICATION(s)** with your response.*

**BY:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

## ***INVITATION TO BID***

**DATE:** March 06, 2014

**TO:** Electrical/Mechanical/HVAC

**ATTN:**Gwen Riley/ Estimating

**EMAIL:** gwen@greenboxair.com

**PROJECT NAME/DESCRIPTION:** Public Safety Operations Building Phase A1 Demolition

**BID DATE/TIME:** 03/11/14 2:00 PM

***We invite you to submit a quotation for the following work for the above referenced project:***

**Project Description:** O'Rourke Wrecking Company is bidding on an Interior Strip Out of a Lexington Facility. As part of the project we need Mechanical, HVAC, Electrical contractors to provide the disconnects and make safe for us to perform our demolition scope of work. If you need further information or have questions please call Scott Hollmann at (513) 616-2031.

If interested in bidding please fax or email your quote to the information below.

Scott Hollmann – [shollmann@orourkewrecking.com](mailto:shollmann@orourkewrecking.com)

**PLEASE SUBMIT BIDS TO US FOR RECEIPT ON OR BEFORE: March 10, 2014**

***Please complete the following and return to us via fax (513) 871-1313 or email to [bid@orourkewrecking.com](mailto:bid@orourkewrecking.com) as soon as possible even if you are not bidding.***

**WILL YOU BE BIDDING THIS PROJECT: YES \_\_\_\_\_ NO \_\_\_\_\_, if no, please explain:**

**PLEASE CHECK ANY OF THE FOLLOWING IF APPLICABLE:**

| MBE | WBE | DBE | SBE | FBE | EDGE |
|-----|-----|-----|-----|-----|------|
|     |     |     |     |     |      |

**CERTIFIED BY, list Agency(ies):** \_\_\_\_\_

***Please include a copy of your CURRENT CERTIFICATION(s) with your response.***

**BY:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

## ***INVITATION TO BID***

**DATE:** March 06, 2014

**TO:** Electrical/Mechanical/HVAC

**ATTN:**Gwen Riley/ Estimating

**EMAIL:** gwen@greenboxair.com

**PROJECT NAME/DESCRIPTION:** Public Safety Operations Building Phase A1 Demolition

**BID DATE/TIME:** 03/11/14 2:00 PM

***We invite you to submit a quotation for the following work for the above referenced project:***

**Project Description:** O'Rourke Wrecking Company is bidding on an Interior Strip Out of a Lexington Facility. As part of the project we need Mechanical, HVAC, Electrical contractors to provide the disconnects and make safe for us to perform our demolition scope of work. If you need further information or have questions please call Scott Hollmann at (513) 616-2031.

If interested in bidding please fax or email your quote to the information below.  
Scott Hollmann – [shollmann@orourkewrecking.com](mailto:shollmann@orourkewrecking.com)

**PLEASE SUBMIT BIDS TO US FOR RECEIPT ON OR BEFORE: March 10, 2014**

***Please complete the following and return to us via fax (513) 871-1313 or email to [bid@orourkewrecking.com](mailto:bid@orourkewrecking.com) as soon as possible even if you are not bidding.***

**WILL YOU BE BIDDING THIS PROJECT: YES \_\_\_\_\_ NO \_\_\_\_\_, if no, please explain:**

**PLEASE CHECK ANY OF THE FOLLOWING IF APPLICABLE:**

| MBE | WBE | DBE | SBE | FBE | EDGE |
|-----|-----|-----|-----|-----|------|
|     |     |     |     |     |      |

**CERTIFIED BY, list Agency(ies):** \_\_\_\_\_

***Please include a copy of your CURRENT CERTIFICATION(s) with your response.***

**BY:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

## ***INVITATION TO BID***

**DATE:** March 06, 2014

**TO:** Electrical/Mechanical/HVAC

**ATTN:** Dawn Cooper/ Estimating

**EMAIL:** acs.receptionist@alliancecomfortsys.com

**PROJECT NAME/DESCRIPTION:** Public Safety Operations Building Phase A1 Demolition

**BID DATE/TIME:** 03/11/14 2:00 PM

***We invite you to submit a quotation for the following work for the above referenced project:***

**Project Description:** O'Rourke Wrecking Company is bidding on an Interior Strip Out of a Lexington Facility. As part of the project we need Mechanical, HVAC, Electrical contractors to provide the disconnects and make safe for us to perform our demolition scope of work. If you need further information or have questions please call Scott Hollmann at (513) 616-2031.

If interested in bidding please fax or email your quote to the information below.  
Scott Hollmann – [shollmann@orourkewrecking.com](mailto:shollmann@orourkewrecking.com)

**PLEASE SUBMIT BIDS TO US FOR RECEIPT ON OR BEFORE: March 10, 2014**

***Please complete the following and return to us via fax (513) 871-1313 or email to [bid@orourkewrecking.com](mailto:bid@orourkewrecking.com) as soon as possible even if you are not bidding.***

**WILL YOU BE BIDDING THIS PROJECT: YES \_\_\_\_\_ NO \_\_\_\_\_, if no, please explain:**

**PLEASE CHECK ANY OF THE FOLLOWING IF APPLICABLE:**

| MBE | WBE | DBE | SBE | FBE | EDGE |
|-----|-----|-----|-----|-----|------|
|     |     |     |     |     |      |

**CERTIFIED BY, list Agency(ies):** \_\_\_\_\_

***Please include a copy of your CURRENT CERTIFICATION(s) with your response.***

**BY:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

## ***INVITATION TO BID***

**DATE:** March 06, 2014

**TO:** Electrical/Mechanical/HVAC

**ATTN:** Dawn Cooper/ Estimating

**EMAIL:** acs.receptionist@alliancecomfortsys.com

**PROJECT NAME/DESCRIPTION:** Public Safety Operations Building Phase A1 Demolition

**BID DATE/TIME:** 03/11/14 2:00 PM

***We invite you to submit a quotation for the following work for the above referenced project:***

**Project Description:** O'Rourke Wrecking Company is bidding on an Interior Strip Out of a Lexington Facility. As part of the project we need Mechanical, HVAC, Electrical contractors to provide the disconnects and make safe for us to perform our demolition scope of work. If you need further information or have questions please call Scott Hollmann at (513) 616-2031.

If interested in bidding please fax or email your quote to the information below.  
Scott Hollmann – [shollmann@orourkewrecking.com](mailto:shollmann@orourkewrecking.com)

**PLEASE SUBMIT BIDS TO US FOR RECEIPT ON OR BEFORE:** March 10, 2014

***Please complete the following and return to us via fax (513) 871-1313 or email to [bid@orourkewrecking.com](mailto:bid@orourkewrecking.com) as soon as possible even if you are not bidding.***

**WILL YOU BE BIDDING THIS PROJECT:** YES \_\_\_\_\_ NO \_\_\_\_\_, *if no, please explain:*

**PLEASE CHECK ANY OF THE FOLLOWING IF APPLICABLE:**

| MBE | WBE | DBE | SBE | FBE | EDGE |
|-----|-----|-----|-----|-----|------|
|     |     |     |     |     |      |

**CERTIFIED BY, list Agency(ies):** \_\_\_\_\_

***Please include a copy of your CURRENT CERTIFICATION(s) with your response.***

**BY:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

## ***INVITATION TO BID***

**DATE:** March 06, 2014

**TO:** Electrical/Mechanical/HVAC

**ATTN:** Debbie Swain/ Estimating

**EMAIL:** dswain@temelectric.com

**PROJECT NAME/DESCRIPTION:** Public Safety Operations Building Phase A1 Demolition

**BID DATE/TIME:** 03/11/14 2:00 PM

***We invite you to submit a quotation for the following work for the above referenced project:***

**Project Description:** O'Rourke Wrecking Company is bidding on an Interior Strip Out of a Lexington Facility. As part of the project we need Mechanical, HVAC, Electrical contractors to provide the disconnects and make safe for us to perform our demolition scope of work. If you need further information or have questions please call Scott Hollmann at (513) 616-2031.

If interested in bidding please fax or email your quote to the information below.  
Scott Hollmann – [shollmann@orourkewrecking.com](mailto:shollmann@orourkewrecking.com)

**PLEASE SUBMIT BIDS TO US FOR RECEIPT ON OR BEFORE: March 10, 2014**

***Please complete the following and return to us via fax (513) 871-1313 or email to [bid@orourkewrecking.com](mailto:bid@orourkewrecking.com) as soon as possible even if you are not bidding.***

**WILL YOU BE BIDDING THIS PROJECT: YES \_\_\_\_\_ NO \_\_\_\_\_, if no, please explain:**

**PLEASE CHECK ANY OF THE FOLLOWING IF APPLICABLE:**

| MBE | WBE | DBE | SBE | FBE | EDGE |
|-----|-----|-----|-----|-----|------|
|     |     |     |     |     |      |

**CERTIFIED BY, list Agency(ies):** \_\_\_\_\_

***Please include a copy of your CURRENT CERTIFICATION(s) with your response.***

**BY:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

## ***INVITATION TO BID***

**DATE:** March 06, 2014

**TO:** Electrical/Mechanical/HVAC

**ATTN:**Don Brossart/ Estimating

**EMAIL:** donbrossart@spartanconstruction.com

**PROJECT NAME/DESCRIPTION:** Public Safety Operations Building Phase A1 Demolition

**BID DATE/TIME:** 03/11/14 2:00 PM

***We invite you to submit a quotation for the following work for the above referenced project:***

**Project Description:** O'Rourke Wrecking Company is bidding on an Interior Strip Out of a Lexington Facility. As part of the project we need Mechanical, HVAC, Electrical contractors to provide the disconnects and make safe for us to perform our demolition scope of work. If you need further information or have questions please call Scott Hollmann at (513) 616-2031.

If interested in bidding please fax or email your quote to the information below.  
Scott Hollmann – [shollmann@orourkewrecking.com](mailto:shollmann@orourkewrecking.com)

**PLEASE SUBMIT BIDS TO US FOR RECEIPT ON OR BEFORE: March 10, 2014**

***Please complete the following and return to us via fax (513) 871-1313 or email to [bid@orourkewrecking.com](mailto:bid@orourkewrecking.com) as soon as possible even if you are not bidding.***

**WILL YOU BE BIDDING THIS PROJECT: YES \_\_\_\_\_ NO \_\_\_\_\_, if no, please explain:**

**PLEASE CHECK ANY OF THE FOLLOWING IF APPLICABLE:**

| MBE | WBE | DBE | SBE | FBE | EDGE |
|-----|-----|-----|-----|-----|------|
|     |     |     |     |     |      |

**CERTIFIED BY, list Agency(ies):** \_\_\_\_\_

***Please include a copy of your CURRENT CERTIFICATION(s) with your response.***

**BY:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

## ***INVITATION TO BID***

**DATE:** March 06, 2014

**TO:** Electrical/Mechanical/HVAC

**ATTN:** Rich Goodman/ Estimating

**EMAIL:**rgoodman@tritonservicesinc.com

**PROJECT NAME/DESCRIPTION:** Public Safety Operations Building Phase A1 Demolition

**BID DATE/TIME:** 03/11/14 2:00 PM

***We invite you to submit a quotation for the following work for the above referenced project:***

**Project Description:** O'Rourke Wrecking Company is bidding on an Interior Strip Out of a Lexington Facility. As part of the project we need Mechanical, HVAC, Electrical contractors to provide the disconnects and make safe for us to perform our demolition scope of work. If you need further information or have questions please call Scott Hollmann at (513) 616-2031.

If interested in bidding please fax or email your quote to the information below.  
Scott Hollmann – [shollmann@orourkewrecking.com](mailto:shollmann@orourkewrecking.com)

**PLEASE SUBMIT BIDS TO US FOR RECEIPT ON OR BEFORE: March 10, 2014**

***Please complete the following and return to us via fax (513) 871-1313 or email to [bid@orourkewrecking.com](mailto:bid@orourkewrecking.com) as soon as possible even if you are not bidding.***

**WILL YOU BE BIDDING THIS PROJECT: YES\_\_\_\_\_ NO \_\_\_\_\_, if no, please explain:**

**PLEASE CHECK ANY OF THE FOLLOWING IF APPLICABLE:**

| MBE | WBE | DBE | SBE | FBE | EDGE |
|-----|-----|-----|-----|-----|------|
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**CERTIFIED BY, list Agency(ies):** \_\_\_\_\_

***Please include a copy of your CURRENT CERTIFICATION(s) with your response.***

**BY:** \_\_\_\_\_ **DATE:** \_\_\_\_\_



## ***INVITATION TO BID***

**DATE:** March 06, 2014

**TO:** Electrical/Mechanical/HVAC

**ATTN:** Debbie Swain/ Estimating

**EMAIL:** dswain@temelectric.com

**PROJECT NAME/DESCRIPTION:** Public Safety Operations Building Phase A1 Demolition

**BID DATE/TIME:** 03/11/14 2:00 PM

***We invite you to submit a quotation for the following work for the above referenced project:***

**Project Description:** O'Rourke Wrecking Company is bidding on an Interior Strip Out of a Lexington Facility. As part of the project we need Mechanical, HVAC, Electrical contractors to provide the disconnects and make safe for us to perform our demolition scope of work. If you need further information or have questions please call Scott Hollmann at (513) 616-2031.

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**PLEASE CHECK ANY OF THE FOLLOWING IF APPLICABLE:**

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**CERTIFIED BY, list Agency(ies):** \_\_\_\_\_

***Please include a copy of your CURRENT CERTIFICATION(s) with your response.***

**BY:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

## ***INVITATION TO BID***

**DATE:** March 06, 2014

**TO:** MBE/WBE/DBE Electrical/Mechanical

**ATTN:** Kris Phillips/ Estimating

**EMAIL:** bluegrass@bardstown.com

**PROJECT NAME/DESCRIPTION:** Public Safety Operations Building Phase A1 Demolition

**BID DATE/TIME:** 03/11/14 2:00 PM

***We invite you to submit a quotation for the following work for the above referenced project:***

**Project Description:** O'Rourke Wrecking Company is bidding on an Interior Strip Out of a Lexington Facility. As part of the project we need Mechanical, HVAC, Electrical contractors to provide the disconnects and make safe for us to perform our demolition scope of work. If you need further information or have questions please call Scott Hollmann at (513) 616-2031.

If interested in bidding please fax or email your quote to the information below.  
Scott Hollmann – [shollmann@orourkewrecking.com](mailto:shollmann@orourkewrecking.com)

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**WILL YOU BE BIDDING THIS PROJECT: YES \_\_\_\_\_ NO \_\_\_\_\_, if no, please explain:**

**PLEASE CHECK ANY OF THE FOLLOWING IF APPLICABLE:**

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**CERTIFIED BY, list Agency(ies):** \_\_\_\_\_

***Please include a copy of your CURRENT CERTIFICATION(s) with your response.***

**BY:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

## ***INVITATION TO BID***

**DATE: March 06, 2014**

**TO:** MBE/WBE/DBE Electrical/Mechanical

**ATTN:** Kris Phillips/ Estimating

**EMAIL:** bluegrass@bardstown.com

**PROJECT NAME/DESCRIPTION:** Public Safety Operations Building Phase A1 Demolition

**BID DATE/TIME:** 03/11/14 2:00 PM

***We invite you to submit a quotation for the following work for the above referenced project:***

**Project Description:** O'Rourke Wrecking Company is bidding on an Interior Strip Out of a Lexington Facility. As part of the project we need Mechanical, HVAC, Electrical contractors to provide the disconnects and make safe for us to perform our demolition scope of work. If you need further information or have questions please call Scott Hollmann at (513) 616-2031.

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**WILL YOU BE BIDDING THIS PROJECT: YES \_\_\_\_\_ NO \_\_\_\_\_, if no, please explain:**

**PLEASE CHECK ANY OF THE FOLLOWING IF APPLICABLE:**

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**CERTIFIED BY, list Agency(ies):** \_\_\_\_\_

***Please include a copy of your CURRENT CERTIFICATION(s) with your response.***

**BY:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

## ***INVITATION TO BID***

**DATE:** March 06, 2014

**TO:** MBE/WBE/DBE Electrical/Mechanical

**ATTN:** Jason Meloche Jr./ Estimating

**EMAIL:** bisonservice@yahoo.com

**PROJECT NAME/DESCRIPTION:** Public Safety Operations Building Phase A1 Demolition

**BID DATE/TIME:** 03/11/14 2:00 PM

***We invite you to submit a quotation for the following work for the above referenced project:***

**Project Description:** O'Rourke Wrecking Company is bidding on an Interior Strip Out of a Lexington Facility. As part of the project we need Mechanical, HVAC, Electrical contractors to provide the disconnects and make safe for us to perform our demolition scope of work. If you need further information or have questions please call Scott Hollmann at (513) 616-2031.

If interested in bidding please fax or email your quote to the information below.  
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**WILL YOU BE BIDDING THIS PROJECT:** YES \_\_\_\_\_ NO \_\_\_\_\_, *if no, please explain:*

**PLEASE CHECK ANY OF THE FOLLOWING IF APPLICABLE:**

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**CERTIFIED BY, list Agency(ies):** \_\_\_\_\_

***Please include a copy of your CURRENT CERTIFICATION(s) with your response.***

**BY:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

## ***INVITATION TO BID***

**DATE:** March 06, 2014

**TO:** MBE/WBE/DBE Electrical/Mechanical

**ATTN:** Michael Lathon / Estimating

**EMAIL:** mlathon@aacongc.om

**PROJECT NAME/DESCRIPTION:** Public Safety Operations Building Phase A1 Demolition

**BID DATE/TIME:** 03/11/14 2:00 PM

***We invite you to submit a quotation for the following work for the above referenced project:***

**Project Description:** O'Rourke Wrecking Company is bidding on an Interior Strip Out of a Lexington Facility. As part of the project we need Mechanical, HVAC, Electrical contractors to provide the disconnects and make safe for us to perform our demolition scope of work. If you need further information or have questions please call Scott Hollmann at (513) 616-2031.

If interested in bidding please fax or email your quote to the information below.  
Scott Hollmann – [shollmann@orourkewrecking.com](mailto:shollmann@orourkewrecking.com)

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**PLEASE CHECK ANY OF THE FOLLOWING IF APPLICABLE:**

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**CERTIFIED BY, list Agency(ies):** \_\_\_\_\_

***Please include a copy of your CURRENT CERTIFICATION(s) with your response.***

**BY:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

## ***INVITATION TO BID***

**DATE:** March 06, 2014

**TO:** MBE/WBE/DBE Electrical/Mechanical

**ATTN:** Charlie Waits / Estimating

**EMAIL:** m.liggett@b-s-electric.com

**PROJECT NAME/DESCRIPTION:** Public Safety Operations Building Phase A1 Demolition

**BID DATE/TIME:** 03/11/14 2:00 PM

***We invite you to submit a quotation for the following work for the above referenced project:***

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**PLEASE CHECK ANY OF THE FOLLOWING IF APPLICABLE:**

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**CERTIFIED BY, list Agency(ies):** \_\_\_\_\_

***Please include a copy of your CURRENT CERTIFICATION(s) with your response.***

**BY:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

## ***INVITATION TO BID***

**DATE:** March 06, 2014

**TO:** MBE/WBE/DBE Electrical/Mechanical

**ATTN:** Keith Barbour / Estimating

**EMAIL:** [adv.kyconstruction@gmail.com](mailto:adv.kyconstruction@gmail.com)

**PROJECT NAME/DESCRIPTION:** Public Safety Operations Building Phase A1 Demolition

**BID DATE/TIME:** 03/11/14 2:00 PM

***We invite you to submit a quotation for the following work for the above referenced project:***

**Project Description:** O'Rourke Wrecking Company is bidding on an Interior Strip Out of a Lexington Facility. As part of the project we need Mechanical, HVAC, Electrical contractors to provide the disconnects and make safe for us to perform our demolition scope of work. If you need further information or have questions please call Scott Hollmann at (513) 616-2031.

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**WILL YOU BE BIDDING THIS PROJECT:** YES \_\_\_\_\_ NO \_\_\_\_\_, *if no, please explain:*

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**CERTIFIED BY, list Agency(ies):** \_\_\_\_\_

***Please include a copy of your CURRENT CERTIFICATION(s) with your response.***

**BY:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

## ***INVITATION TO BID***

**DATE: March 06, 2014**

**TO:** MBE/WBE/DBE Electrical/Mechanical

**ATTN:** James Strange / Estimating

**EMAIL:** james@aeslou.com

**PROJECT NAME/DESCRIPTION:** Public Safety Operations Building Phase A1 Demolition

**BID DATE/TIME:** 03/11/14 2:00 PM

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**WILL YOU BE BIDDING THIS PROJECT: YES \_\_\_\_\_ NO \_\_\_\_\_, if no, please explain:**

**PLEASE CHECK ANY OF THE FOLLOWING IF APPLICABLE:**

| MBE | WBE | DBE | SBE | FBE | EDGE |
|-----|-----|-----|-----|-----|------|
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**CERTIFIED BY, list Agency(ies):** \_\_\_\_\_

***Please include a copy of your CURRENT CERTIFICATION(s) with your response.***

**BY:** \_\_\_\_\_ **DATE:** \_\_\_\_\_



## ***INVITATION TO BID***

**DATE:** March 06, 2014

**TO:** MBE/WBE/DBE Electrical/Mechanical

**ATTN:** Allen Carter / Estimating

**EMAIL:** aclexcontracting@aol.com

**PROJECT NAME/DESCRIPTION:** Public Safety Operations Building Phase A1 Demolition

**BID DATE/TIME:** 03/11/14 2:00 PM

***We invite you to submit a quotation for the following work for the above referenced project:***

**Project Description:** O'Rourke Wrecking Company is bidding on an Interior Strip Out of a Lexington Facility. As part of the project we need Mechanical, HVAC, Electrical contractors to provide the disconnects and make safe for us to perform our demolition scope of work. If you need further information or have questions please call Scott Hollmann at (513) 616-2031.

If interested in bidding please fax or email your quote to the information below.  
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**CERTIFIED BY, list Agency(ies):** \_\_\_\_\_

***Please include a copy of your CURRENT CERTIFICATION(s) with your response.***

**BY:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

## Jaime Monk

---

**From:** postmaster@b-s-electric.com  
**To:** m.liggett@b-s-electric.com  
**Sent:** Friday, March 07, 2014 10:27 AM  
**Subject:** Undeliverable: LFUCG Public Safety Operations Building - Request for Pricing

### Delivery has failed to these recipients or groups:

[m.liggett@b-s-electric.com](mailto:m.liggett@b-s-electric.com)

The email address you entered couldn't be found. Please check the recipient's email address and try to resend the message. If the problem continues, please contact your helpdesk.

### Diagnostic information for administrators:

Generating server: BN1PR05MB250.namprd05.prod.outlook.com

[m.liggett@b-s-electric.com](mailto:m.liggett@b-s-electric.com)

Remote Server returned 'x' #5.1.1 smtp;550 5.1.1 RESOLVER.ADR.RecipNotFound; not found'

### Original message headers:

Received: from BN1PR05CA001.namprd05.prod.outlook.com (10.255.197.21) by BN1PR05MB250.namprd05.prod.outlook.com (10.255.206.24) with Microsoft SMTP Server (TLS) id 15.0.893.10; Fri, 7 Mar 2014 15:26:30 +0000  
Received: from BN1BFFO11FD034.protection.gbl (2a01:111:f400:7c10::1:122) by BN1PR05CA001.outlook.office365.com (2a01:111:e400:400::21) with Microsoft SMTP Server (TLS) id 15.0.893.10 via Frontend Transport; Fri, 7 Mar 2014 15:26:29 +0000  
Received: from na01-bn1-obe.outbound.protection.outlook.com (207.46.163.145) by BN1BFFO11FD034.mail.protection.outlook.com (10.58.144.97) with Microsoft SMTP Server (TLS) id 15.0.888.9 via Frontend Transport; Fri, 7 Mar 2014 15:26:29 +0000  
Received: from CO1PR07MB234.namprd07.prod.outlook.com (10.141.71.20) by CO1PR07MB109.namprd07.prod.outlook.com (10.242.167.15) with Microsoft SMTP Server (TLS) id 15.0.893.10; Fri, 7 Mar 2014 15:26:21 +0000  
Received: from CO1PR07MB234.namprd07.prod.outlook.com ([169.254.11.32]) by CO1PR07MB234.namprd07.prod.outlook.com ([169.254.11.32]) with mapi id 15.00.0893.001; Fri, 7 Mar 2014 15:26:20 +0000  
From: Jaime Monk <[jmonk@orourkewrecking.com](mailto:jmonk@orourkewrecking.com)>  
To: "[m.liggett@b-s-electric.com](mailto:m.liggett@b-s-electric.com)" <[m.liggett@b-s-electric.com](mailto:m.liggett@b-s-electric.com)>  
Subject: LFUCG Public Safety Operations Building - Request for Pricing  
Thread-Topic: LFUCG Public Safety Operations Building - Request for Pricing  
Thread-Index: Ac86GVufGQxbri2f'sRAS/ZCVGgDmtag==  
Date: Fri, 7 Mar 2014 15:26:20 +0000

Message-ID: <0296baefab4d4020aeee6fbff44e4910@CO1PR07MB234.namprd07.prod.outlook.com>

Accept-Language: en-US

Content-Language: en-US

X-MS-Has-Attach: yes

X-MS-TNEF-Correlator:

x-originating-ip: [70.60.73.114]

x-forefront-prvs: 014304E855

X-Forefront-Antispam-Report-Untrusted:

SFV:NSPM;SFS:(10009001)(428001)(41584004)(189002)(199002)(48214007)(49866001)(19300405004)(4396001)(54316002)(47976001)(47736001)(50986001)(56776001)(76452001)(95416001)(46102001)(51836001)(74502001)(54356001)(53806001)(83322001)(19580395003)(19580405001)(81686001)(66066001)(79102001)(63696002)(80022001)(77982001)(16236675002)(65816001)(74662001)(80976001)(76176001)(77096001)(76786001)(76576001)(76796001)(92566001)(47446002)(31966008)(97186001)(33646001)(94316002)(59766001)(93516002)(86362001)(81342001)(95666003)(31542001)(97336001)(74876001)(94946001)(93136001)(15202345003)(69226001)(56816005)(50146001)(74316001)(15975445006)(87266001)(67936001)(85306002)(74366001)(26566002)(81816001)(85852003)(63072002)(74706001)(19609705001)(24736002);DIR:OUT;SFP:1101;SCL:1;SRVR:CO1PP07MB109;H:CO1PR07MB234.namprd07.prod.outlook.com;CLIP:70.60.73.114;FPR:C69D5481611DFEE55DAB05B2CED4BC020102;PTR:InfoNoRecords;MX:1;A:1;LANG:en;

received-spf: None (?: prourkewrecking.com does not designate permitted sender hosts)

Content-Type: text/plain

MIME-Version: 1.0

Return-Path: [jmonk@orourkewrecking.com](mailto:jmonk@orourkewrecking.com)

X-EOPathAttributedMessage: 0

X-Forefront-Antispam-Report: CIP:207.46.162.145;CTRY:US;IPV:NLI;EFV:NLI;

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 X or, that as a domestic corporation, we are in good standing with the Secretary of State, Commonwealth of Kentucky \_\_\_\_\_. Check the statement applicable.
6. This offer is for 60 calendar days from the date this bid is opened. In submitting the above, it is expressly agreed that, upon proper acceptance by the Lexington-Fayette Urban County Government of any or all items bid above, a contract shall thereby be created with respect to the items accepted.
7. That I have fully informed myself regarding the accuracy of the statements made in this statement.
8. That I certify that Subcontractors have not and will not be awarded to any firm(s) that have been debarred from noncompliance with the Federal Labor Standards, Title VI of the Civil Rights Act of 1964 As Amended, Executive Order 11246 As Amended or any other Federal Law.

\* See Attached Key Personnel.

9. **STATEMENT OF EXPERIENCE**

NAME OF INDIVIDUAL: Michael P. O'Rourke

POSITION/TITLE: President

STATEMENT OF EXPERIENCE: \* See Attached

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

NAME OF INDIVIDUAL: Jeremy J. Hudson

POSITION/TITLE: Vice President

STATEMENT OF EXPERIENCE: \* See Attached

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

NAME OF INDIVIDUAL: Victoria L. Curington

POSITION/TITLE: Secretary, Treasurer

STATEMENT OF EXPERIENCE: \* See Attached

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

NAME OF INDIVIDUAL: Jeffrey Sizemore

POSITION/TITLE: Project Manager

STATEMENT OF EXPERIENCE: \* See Attached

\_\_\_\_\_

\_\_\_\_\_

NAME OF INDIVIDUAL: Mike Scheible

POSITION/TITLE: Project Superintendent

STATEMENT OF EXPERIENCE: \* See Attached

\_\_\_\_\_

\_\_\_\_\_

NAME OF INDIVIDUAL: Jerry Bill

POSITION/TITLE: Project Superintendent

STATEMENT OF EXPERIENCE: \* See Attached

\_\_\_\_\_

\_\_\_\_\_

\* 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:

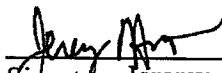
*The Secretary of Labor may investigate the employment practices of any Government contractor or sub-contractor to determine whether or not the contractual provisions specified in Section 202 of this order have been violated.*

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 Jeremy J. Hudson

O'Rourke Wrecking Company  
\_\_\_\_\_  
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 O'Rourke Wrecking Company  
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.

\* See Attached Company EEO Workforce Worksheet.

## 12. WORKFORCE ANALYSIS FORM

Name of Organization: \_\_\_\_\_ Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

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

Prepared By: Victoria L. Curington

# CONTRACTOR'S CERTIFICATION CONCERNING EEO

Company: O'Rourke Wrecking Company For: Public Safety Operations Building Phase A1 - Demolition  
 date/mo./yr. Statistics Compiled as of 12/31/13

## -----Minority Employees-----

| Job Category                  | Total Employees | Total Female | Black | Spanish American | American Indian | Oriental |
|-------------------------------|-----------------|--------------|-------|------------------|-----------------|----------|
| Officers/Supervisors          | 11              | 2            |       |                  |                 |          |
| Technicians                   |                 |              |       |                  |                 |          |
| Housing Sales/<br>Rental Mgmt | 4               |              |       |                  |                 |          |
| Office/Clerical               | 4               | 3            |       |                  |                 |          |
| Service Workers               | 6               |              |       |                  |                 |          |
| Others Laborers               |                 |              |       |                  |                 |          |
| <u>TRADE:</u><br>Journeyman   |                 |              |       |                  |                 |          |
| Helpers                       | 8               | 1            | 1     | 1                |                 |          |
| Apprentices                   |                 |              |       |                  |                 |          |
| Trainees                      |                 |              |       |                  |                 |          |
| Others Operators              | 17              | 1            | 2     |                  |                 |          |
| <u>TRADE:</u><br>Journeyman   |                 |              |       |                  |                 |          |
| Helpers                       |                 |              |       |                  |                 |          |
| Apprentices                   |                 |              |       |                  |                 |          |
| Trainees                      |                 |              |       |                  |                 |          |
| Others Drivers                | 4               |              | 2     |                  |                 |          |
| <u>TRADE:</u><br>Journeyman   |                 |              |       |                  |                 |          |
| Helpers                       |                 |              |       |                  |                 |          |
| Apprentices                   |                 |              |       |                  |                 |          |
| Trainees                      |                 |              |       |                  |                 |          |
| Others                        |                 |              |       |                  |                 |          |

\* See Attached Sample Insurance Certificate.

**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.**

ACORD™

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/03/2013

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

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

|  |  |                             |
|--|--|-----------------------------|
| PRODUCER<br>USI Midwest Cincinnati<br>312 Elm Street, 24th Floor<br>Cincinnati, OH 45202<br>513 852-6300 | CONTACT NAME: Beth Malone                  |                             |
|  | PHONE (A/C, No, Ext): 513-852-6404         | FAX (A/C, No): 610-537-4375 |
|  | E-MAIL ADDRESS: beth.malone@usi.biz        |                             |
| INSURED<br>O'Rourke Wrecking Co.<br>660 Lunken Park Drive<br>Cincinnati, OH 45226-1800                   | INSURER(S) AFFORDING COVERAGE              |                             |
|  | INSURER A: Liberty Surplus Insurance Corpo | NAIC #: 10725               |
|  | INSURER B: Starr Indemnity & Liability Com | 38318                       |
|  | INSURER C: RSUI Indemnity Company          | 22314                       |
|  | INSURER D: Chartis Specialty Insurance Com | 26883                       |
|  | INSURER E: Westfield Insurance Co.         | 24112                       |
| INSURER F:   |  |                             |

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE  | ADDL SUBR INSR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS  |
|----------|--|--------------------|---------------|-------------------------|-------------------------|---|
| A        | GENERAL LIABILITY<br><input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC |                    | 100001618005  | 08/31/2013              | 08/31/2014              | EACH OCCURRENCE \$1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000<br>MED EXP (Any one person) \$10,000<br>PERSONAL & ADV INJURY \$1,000,000<br>GENERAL AGGREGATE \$2,000,000<br>PRODUCTS - COMP/OP AGG \$2,000,000<br>Policy Agg. \$10,000,000 |
| E        | AUTOMOBILE LIABILITY<br><input checked="" type="checkbox"/> ANY AUTO<br>ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS  |                    | TRA6685152    | 08/31/2013              | 08/31/2014              | COMBINED SINGLE LIMIT (Ea accident) \$1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$  |
| B        | UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> EXCESS LIAB CLAIMS-MADE   |                    | 1000020335    | 08/31/2013              | 08/31/2014              | EACH OCCURRENCE \$10,000,000<br>AGGREGATE \$10,000,000  |
| C        | DED <input checked="" type="checkbox"/> RETENTION \$0<br>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N N/A<br>If yes, describe under DESCRIPTION OF OPERATIONS below:                                  |                    | NHA064824     | 08/31/2013              | 08/31/2014              | Occ/Agg \$9,000,000<br>WC STATUTORY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/><br>E.L. EACH ACCIDENT \$<br>E.L. DISEASE - EA EMPLOYEE \$<br>E.L. DISEASE - POLICY LIMIT \$  |
| D        | Pollution Liab.  |                    | CPO67927727   | 08/31/2013              | 08/31/2015              | \$5,000,000 Limit   |
| A        | Ohio Stop Gap  |                    | 100001618005  | 08/31/2013              | 08/31/2014              | \$1,000,000 Limit   |

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

This Certificate of Insurance is issued as a matter of information only.

## CERTIFICATE HOLDER

## CANCELLATION

SAMPLE

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



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**14. DEBARRED FIRMS**

**PROJECT NAME:** Public Safety Operations Center Phase A1-Demolition

**BID NUMBER:** 22-2014


**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 O'Rourke Wrecking Company 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.

O'Rourke Wrecking Company  
Name of Firm Submitting Bid

  
\_\_\_\_\_  
Signature of Authorized Official  
Jeremy J. Hudson

Vice President  
Title

3/11/14  
Date

## 15. DEBARMENT CERTIFICATION

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

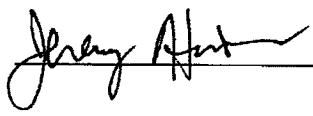
The contractor/subcontractor certifies in accordance with Executive Order 12549 (Debarment and Suspension 2/18/86) that to the best of its knowledge and belief, that it and its principals:

- 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: O'Rourke Wrecking Company

Project: Public Safety Operations Center Phase A1-Demolition

Printed Name and Title of Authorized Representative: Jeremy J. Hudson, Vice President

Signature: 

Date: 3/11/14

END OF SECTION





*Demolition Specialists Since 1962*

Headquartered in Cincinnati, Ohio, O'ROURKE WRECKING COMPANY has been providing full-service, turnkey demolition and site preparation services for over 51 years to our Commercial, Retail, Industrial, Institutional and Governmental clients nationwide.

O'ROURKE is ranked by *Engineering News Record (ENR)* in the top 10 as one of the nation's leading specialty contractor demolition firms. We have earned a reputation for superior performance and have an unparalleled, proven track record of successfully completing projects safely, on budget and ahead of schedule. With our experienced personnel at the helm and safety and quality as our service cornerstones, O'ROURKE provides comprehensive solutions to your demolition or site preparation needs, including:

- Structural Demolition**
- Selective Demolition**
- Interior Demolition**
- Dismantlement/Deconstruction**
- Implosion**
- Emergency Response**
- Plant, Pipe, Process System Decommissioning**
- Recycling/Salvage Segregation**
- Asset Recovery**
- Foundation Removal**
- Excavation/Site Work**
- Site and Soil Remediation**
- UST Removal**
- Environmental Assessment**
- Environmental Services**
- Rigging**

For assistance with any current or future construction projects, please contact us:

**O'ROURKE WRECKING COMPANY**  
660 Lunken Park Drive  
Cincinnati, Ohio 45226  
telephone: (800) 354-9850/(513) 871-1400  
fax: (513) 871-1313  
email: [bid@orourkewrecking.com](mailto:bid@orourkewrecking.com)  
[www.orourkewrecking.com](http://www.orourkewrecking.com)

## ***EXPERIENCE OF KEY INDIVIDUALS***

---

### ***MICHAEL P. O'ROURKE: President***

Twenty-eight years experience in General Construction/Demolition Industries. Graduated from the University of Cincinnati with a Bachelor of Business Administration and Real Estate. Board of Directors for the National Demolition Association (NDA) and a member of the Young President's Organization (YPO), Cincinnati Chapter. Range of experience includes estimating, project coordination, supervision, and office/field coordination. Experienced on projects ranging in size from low six figures to multi-million dollars. Twenty-eight years with this firm.

### ***JEREMY J. HUDSON: Vice President***

Eighteen years experience in General Construction/Demolition Industry. Graduated from Purdue University with a B.S. in Building Construction Management. Range of experience includes estimating, coordinating and managing of demolition and implosion projects. Ten years with this firm.

### ***MAURICE C. PATTERSON: Chief Financial Officer***

Twenty-six years experience in General Construction/Demolition Industry. Graduated from the University of Cincinnati with a B.S. in Accounting. Responsibilities include all aspects of financial reporting, budgeting, cash forecasts and management, financial planning and analysis, financial accounting, bank relationships, computer software, IT consultant supervision and human resources. Two years with this firm.

### ***VICTORIA L. CURINGTON: Secretary/Treasurer***

Twenty-nine years experience in General Construction/Demolition Industry. Range of experience includes Accounts Payable, Accounts Receivable, Payroll, Dispatch, Human Resources and Office Management. Eight years with this firm.

### ***JEFFREY S. SIZEMORE: Project Manager***

Twenty years experience in General Construction/Demolition Industry. Range of experience includes coordinating major demolitions/implosion projects and estimating. Member of Construction Demolition Association of Ohio. Attended the University of Cincinnati and Northern Kentucky University. Fourteen years with this firm.

### ***EDWARD P. LIZAK: Chief Estimator/Engineer***

Twenty-eight years experience in General Construction/Demolition Industry. Graduated from the University of Cincinnati with a B.S. in Civil and Environmental Engineering. Range of experience includes estimating, project coordination and management. Experienced on all types of projects ranging in size from low six figures to multi-million dollars. Thirteen years with this firm.

***STEVE P. SHERIDAN: Project Estimator***

Sixteen years experience in the Heavy Industrial, Commercial and Environmental Construction and Demolition Industry. Graduated from the University of Colorado Boulder with a B.A. in Environmental, Population, and Organismic Biology. Range of experience includes estimating, project and contractual management. He is Bilingual in Spanish and Portuguese. Experienced on all types of projects ranging in size from low six figures to multi-million dollars. One year with this firm.

***SCOTT R. HOLLMANN: Project Coordinator/Estimator***

Seven years experience in General Construction/Demolition Industries. Graduated from Northern Kentucky University with a B.S. in Construction Management and Technology. Range of experience includes estimating, coordinating and managing demolition projects. Six years with this firm.

***MICHELE A. O'ROURKE: Business Development Director***

Twenty years experience in the Demolition Industry. Experience includes business development, bid coordination and preparation. Graduated from Miami University with a B.S. in Business Psychology. Member of Investment Recovery Association, Brownsfield Association, National Association of Environmental Management, Tri-State Society for Health Care Engineering, Sales Marketing Professional Society, Allied Construction Industry. Twenty years with this firm.

***MICHAEL W. LINNEMANN: Equipment/Shop Manager***

Ten years experience in the Demolition Industry. Graduated from University of Cincinnati with a B.S. in Industrial Management. Coordinates manpower and equipment for all projects. Ten years with this firm.

***JACK L. MEYER: Project Superintendent***

Forty-two years experience in the Demolition and General Construction Industry. Range of experience includes Project planning and coordination, direct field supervision and estimating. Experience includes demolition, general construction and excavation projects ranging in size from low six figures to multi-million dollars. Forty-two years with this firm.

***JERRY J. BILL: Project Superintendent***

Thirty-three years experience in the Demolition and General Construction Industry. Range of experience includes supervision of crews and heavy equipment, operation, maintenance and repair of equipment. Graduated from Cincinnati Technical College in Electronics, Illinois State College for welding and Louisiana State University for fire training. NCCCO certified crane operator. Experienced on all types of projects ranging in size from low six figures to multi-million dollars Nineteen years with this firm.



***JEFF D. CAUDILL: Project Superintendent***

Twenty-seven years experience in the Demolition and Construction Industry. Range of experience includes operation, maintenance and repair of heavy equipment, overseeing and operating equipment on major demolition projects of all sizes. Twenty-five years with this firm.

***MICHAEL P. SCHEIBLE: Project Superintendent***

Twenty-four years in the Demolition and Construction Industry. Graduated from Miami University with a B.S. in Business Marketing. Certified trainer in skidsteer and aerial lift operation. Experience includes project coordination, supervision of personnel and equipment on Projects ranging in size from low six figures to multi-million dollars. Twenty-four years with this firm.

***WALTER A. REES: Project Superintendent/Site Safety***

Thirty-one years experience in the General Construction and Demolition Industry. Range of experience includes project coordination and field supervision of personnel and equipment on industrial and commercial projects. Experience includes coordination of subcontractors and site safety. Thirty one years with this firm.

***ROBERT E. HEIDI: Project Superintendent***

Thirty-three experience in the General Construction and Demolition Industry. Range of experience includes project coordination and supervision of employees and equipment. Thirty-two years with this firm.

***STEPHEN J. BILL: Project Superintendent***

Fourteen years experience in the General Construction and Demolition Industry. Graduated from Ohio State University with a B.S. in Construction Systems Management. Range of experience includes project coordination, and supervision on major demolition and implosion projects. Adept at supervising demolition/implosion projects and operating all types of heavy equipment. Fourteen years with this firm.

***KYLE COLLINS: Project Superintendent***

Twenty Five years experience in the General Construction and Demolition Industry. Range of experience includes project coordination and supervision of employees and equipment. Ten years with this firm.

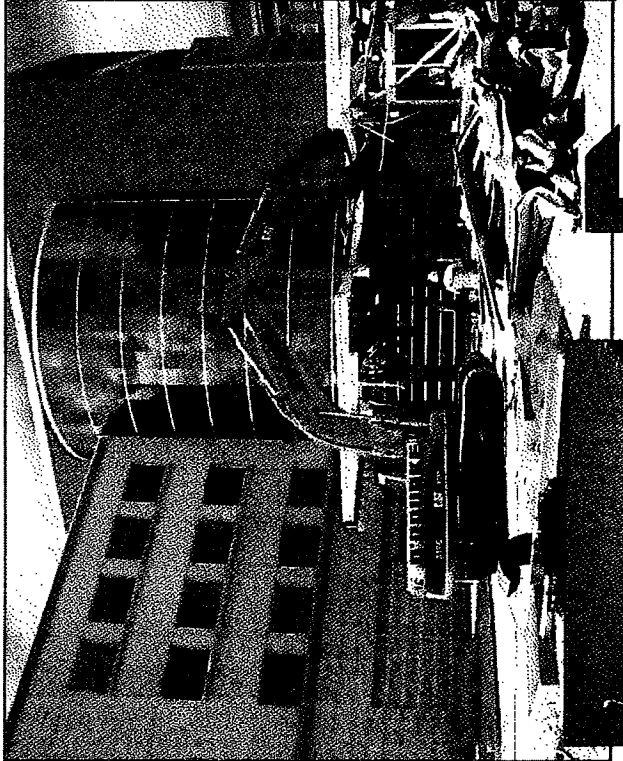
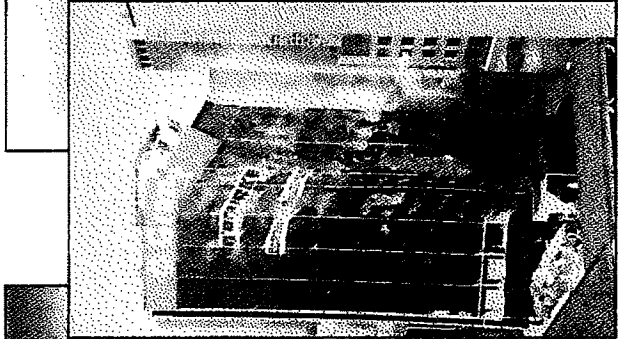
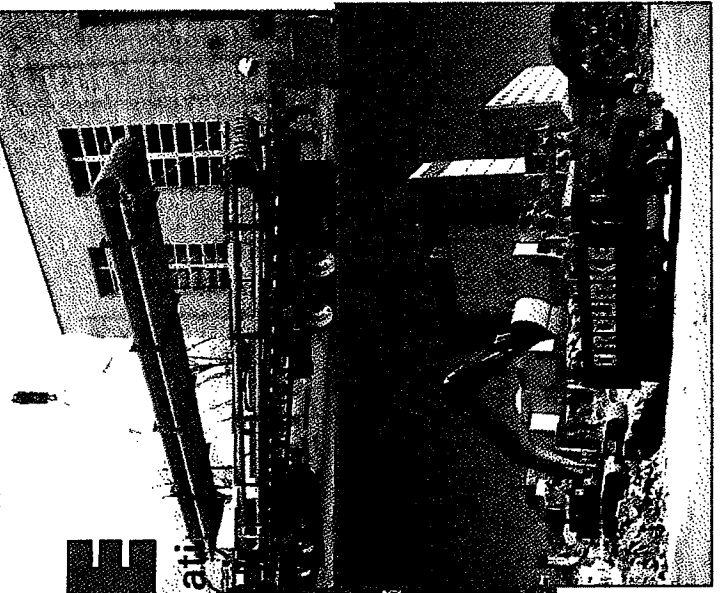
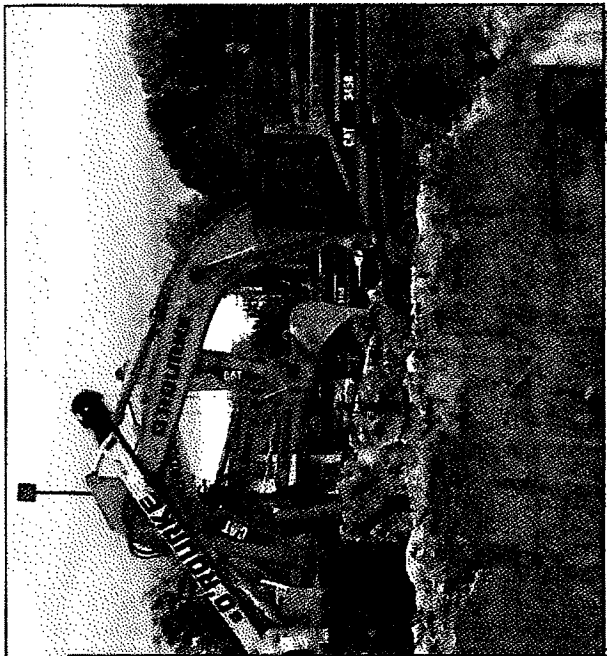
***CHRISTOPHER FERGUSON: Project Superintendent***

Fifteen years experience in the General Construction and Demolition Industry. Range of experience includes project coordination and supervision of employees and equipment. Six years with this firm.

***CHRISTOPHER BOONE: Project Superintendent***

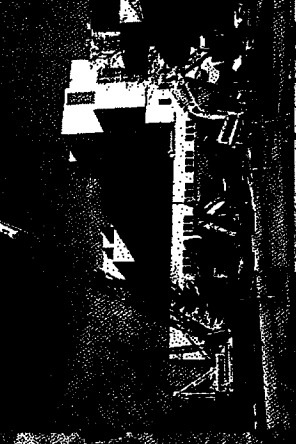
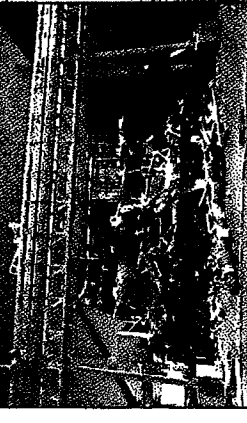
Ten years experience in the General Construction and Demolition Industry. Range of experience includes project coordination and supervision of employees and equipment. Six years with this firm.





# O'ROURKE

Wrecking Company Cincinnati



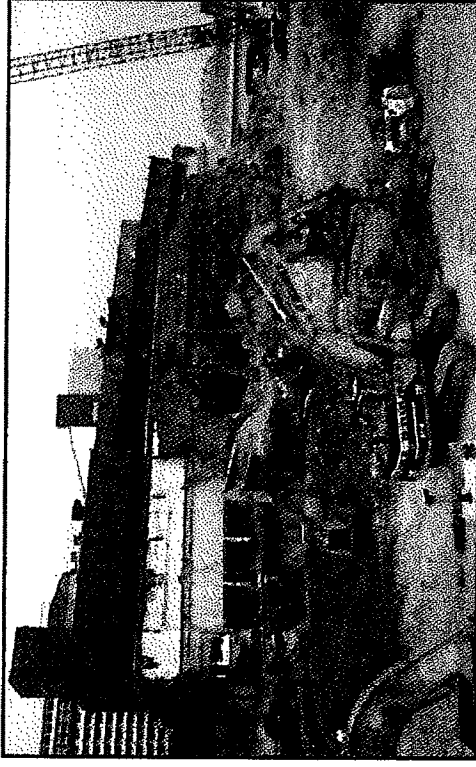
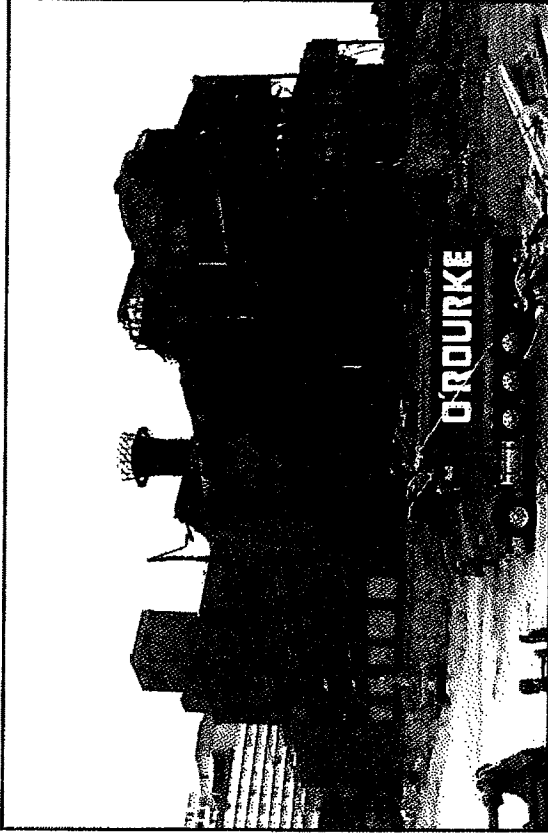
# LG&E WATERSIDE STATION DEMOLITION & HUMANA BUILDING IMPLOSION

for the University of Louisville's Downtown Arena  
Louisville, KY

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This project is another prime example of our turnkey demolition and site recovery capabilities. This complex urban project included:

- Environmental remediation and demolition of the former Louisville Gas & Electric Waterside Station Powerhouse. Work included abandonment of massive river water cooling intakes/exhausts and associated screen house. This work involved the use of specialty underwater diving and construction operations. Work also included extensive power equipment decommissioning, salvage and re-sale of remaining on-site transformers and switchgear. An engineered, erosion control plan was developed to meet the City of Louisville's permit guidelines.
- Strip out, preparation and explosive demolition of an adjacent 12 story post-tension concrete office building. O'Rourke organized and conducted a community outreach program to inform and prepare surrounding building owners for the implosion event.
- Work was completed in a fast-track environment to allow for prompt, unimpeded commencement of the new Arena construction.

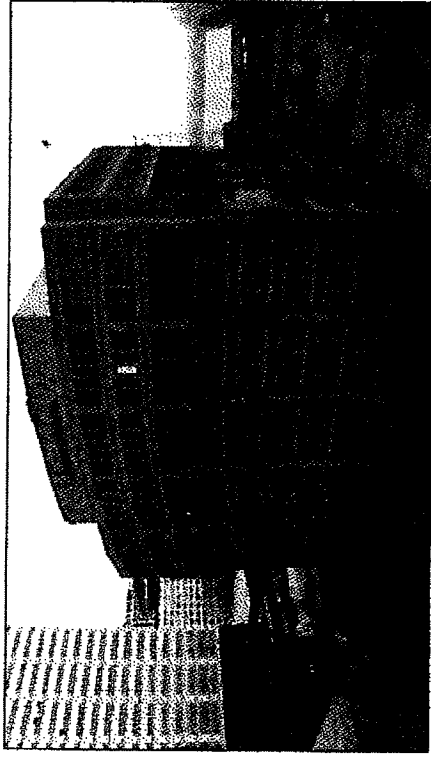


**O'ROURKE**  
Demolition Specialists Since 1962

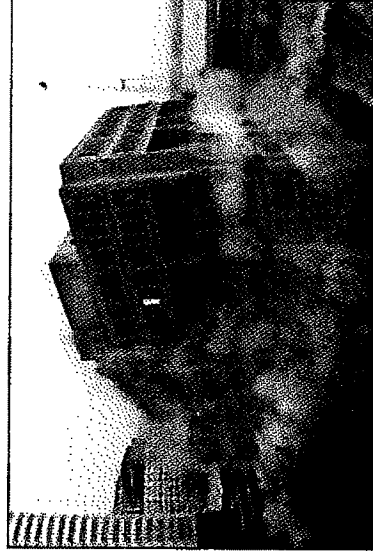
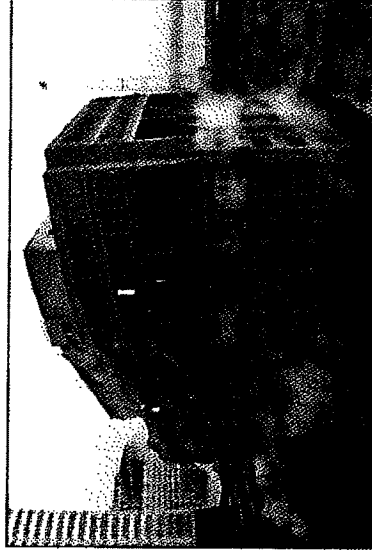
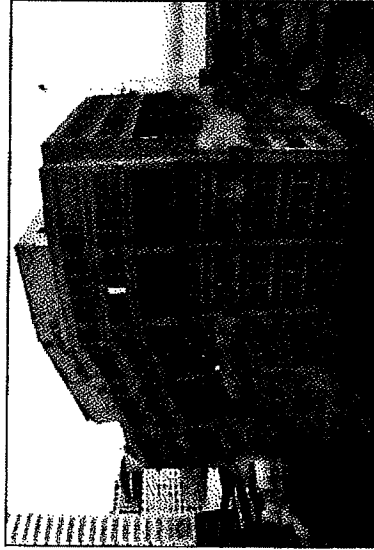
# LG&E WATERSIDE STATION DEMOLITION & HUMANA BUILDING IMPLOSION

for the University of Louisville's Downtown Arena  
Louisville, KY

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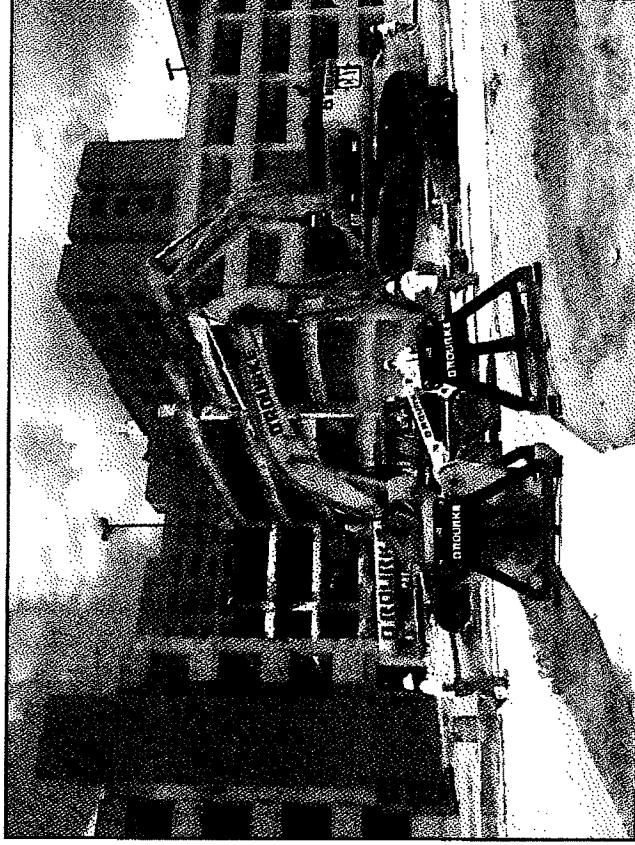


- HUMANA BUILDING IMPLOSION – JULY 19, 2008**
- Preparatory interior strip-out and structural modification work performed by O'Rourke.
  - Extensive community outreach program to inform surrounding businesses and building owners of the implosion event.
  - Successful implosion event helped accelerate overall site recovery schedule, thus allowing a prompt start to follow-up Arena construction work.
  - Maintained integrity of architectural significant historic bridge and monuments located immediately adjacent to the project site.
  - All work was performed to the satisfaction of the Kentucky Department of Transportation and local City of Louisville Authorities.



## THE CHRIST HOSPITAL East Garage Demolition Cincinnati, Ohio

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Mass and selective demolition of a 5-story parking garage and ramp that was attached to the main hospital by a common wall. On the other side of this common wall was the hospital's CAT scan machines, linear accelerators & other highly sensitive equipment. Due to the strict vibration restrictions conventional demolition methods could not be utilized. A combination of sawcutting and the use of excavators outfitted with demolition specialty attachments were used.

O'Rourke was able to recycled more than 18,000 tons of concrete and 400 tons of steel.



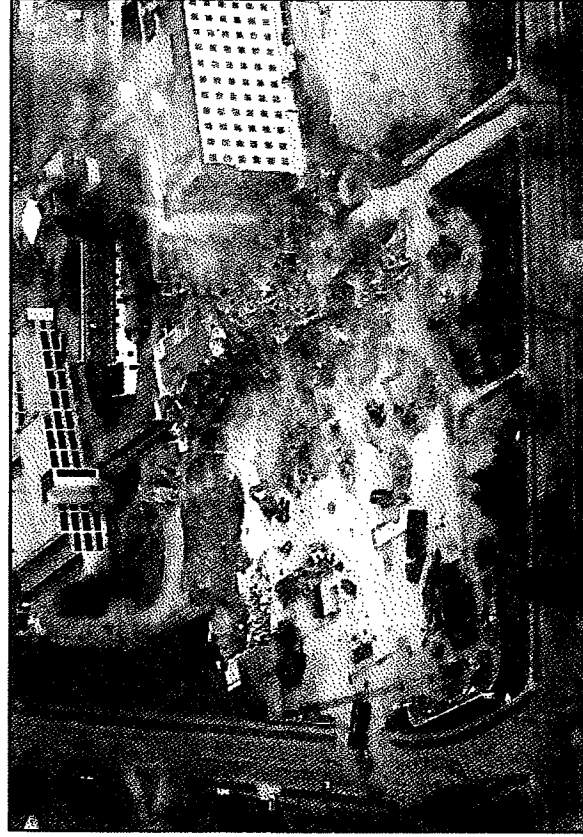
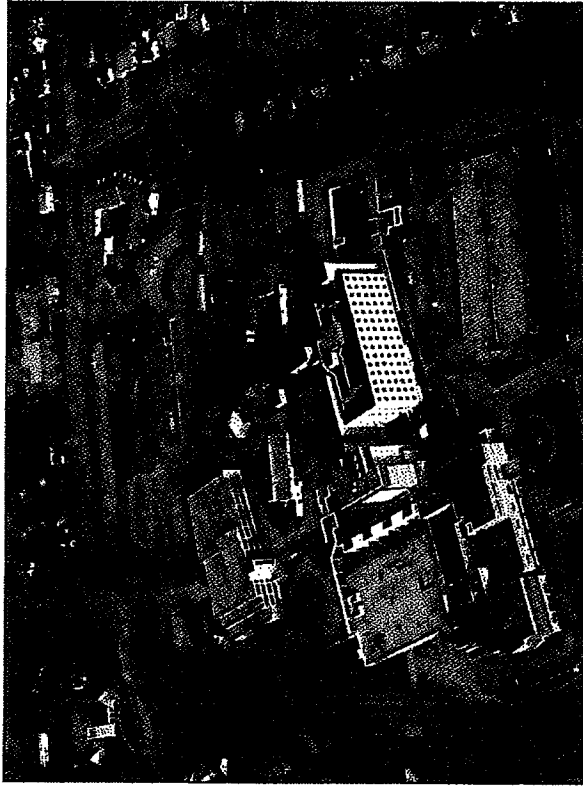
# O'ROURKE

Demolition Specialists Since 1962

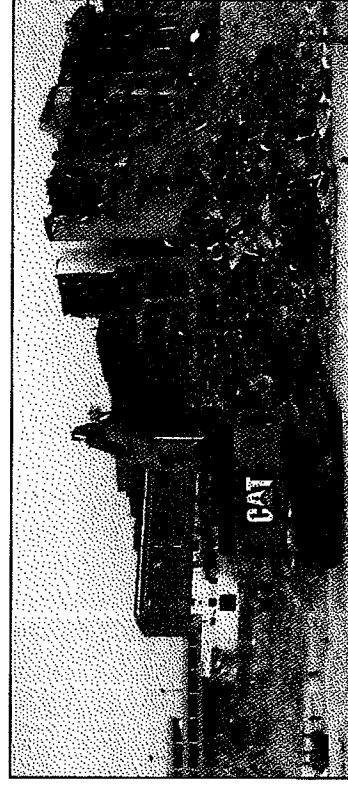


## MIDDLETOWN REGIONAL HOSPITAL Middletown, OH

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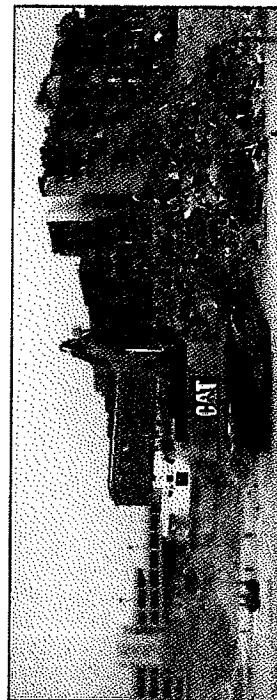
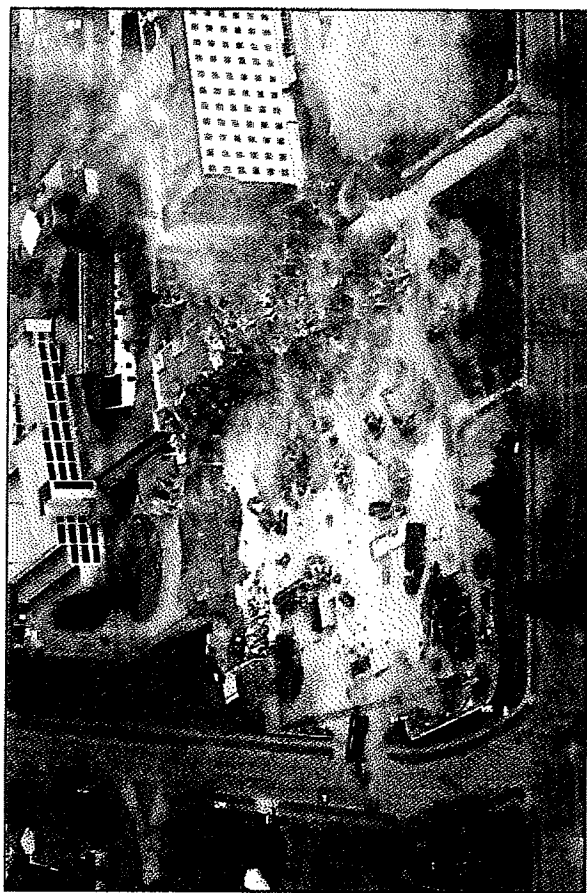
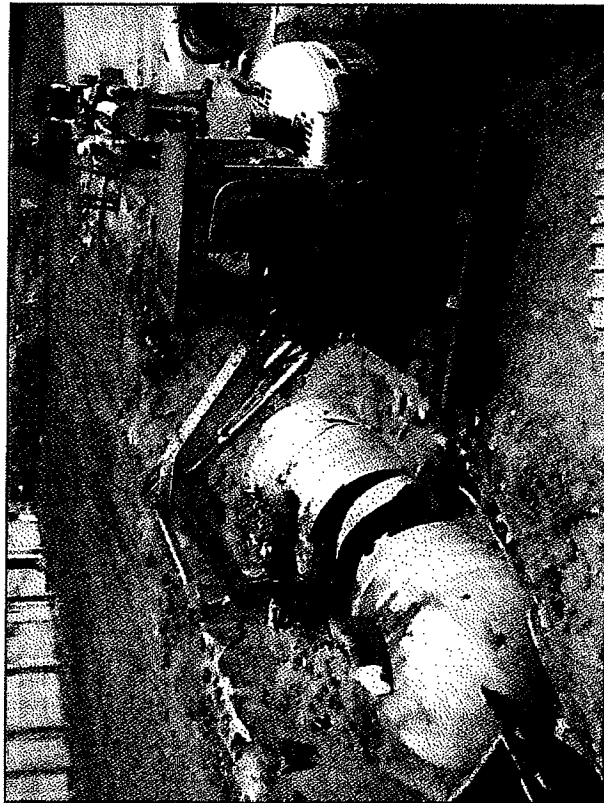
Mass demolition and remediation of the former 26 acre Middletown Regional Hospital campus. Extensive investment recovery, equipment salvage and liquidation were performed before hazardous material abatement and demolition operations could commence. The buildings were of every construction type and size from reinforced concrete to masonry and steel. There were hi-rise patient towers to expansive parking garages and sprawling 2 and 3 story clinics and support structures. Included also were underground storage tanks, a boiler house and associated smoke stack. The project required a significant amount of on-site crushing and off-site recycling. O'Rourke was awarded the project over a large list of preapproved top 20 demolition firms through a competitive bid/interview process.



**O'ROURKE**  
Demolition Specialists Since 1962

## MIDDLETOWN REGIONAL HOSPITAL UST REMOVAL

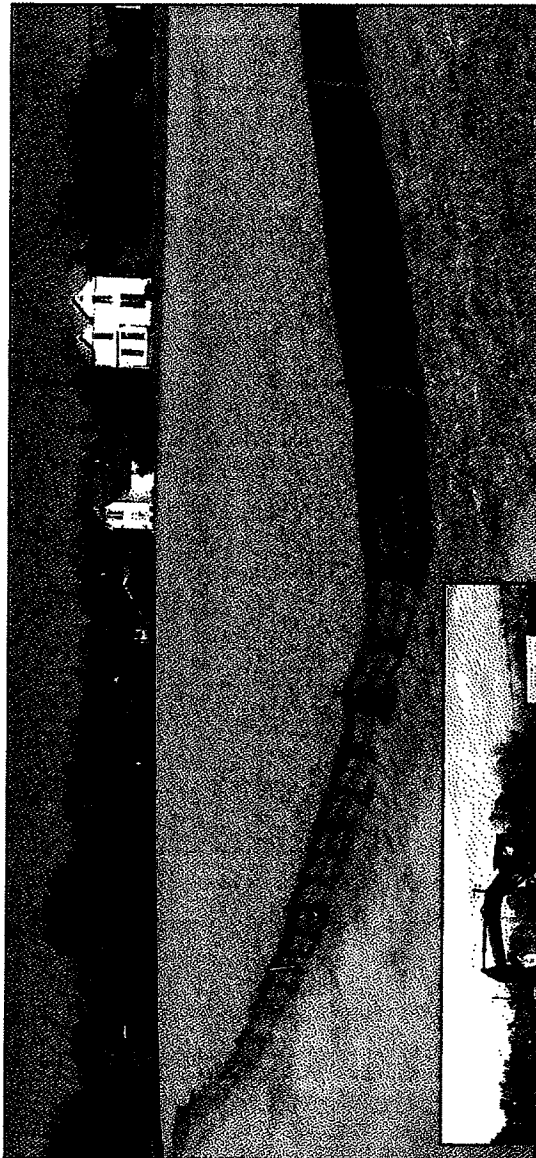
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Mass demolition and remediation of the former 26 acre Middletown Regional Hospital campus. Extensive investment recovery, equipment salvage and liquidation were performed before hazardous material abatement and demolition operations could commence. The buildings were of every construction type and size from reinforced concrete to masonry and steel. There were hi-rise patient towers to expansive parking garages and sprawling 2 and 3 story clinics and support structures. Included also were two (2) underground storage tanks that were 12,000 and 9,000 gallons in capacity, a boiler house and associated smoke stack. The project required a significant amount of on-site crushing and off-site recycling. O'Rourke was awarded the project over a large list of preapproved top 20 demolition firms through a competitive bid/interview process.

## FORMER PENCIL FACTORY Georgetown, KY

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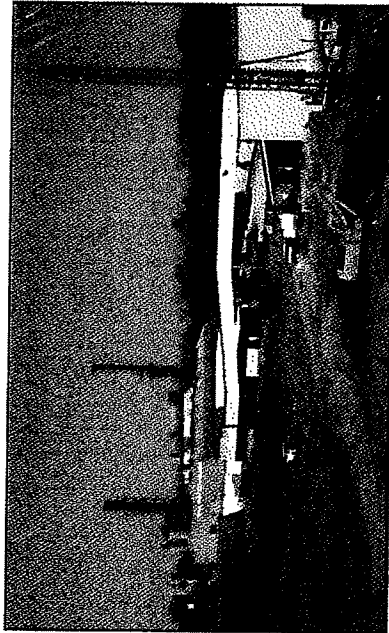
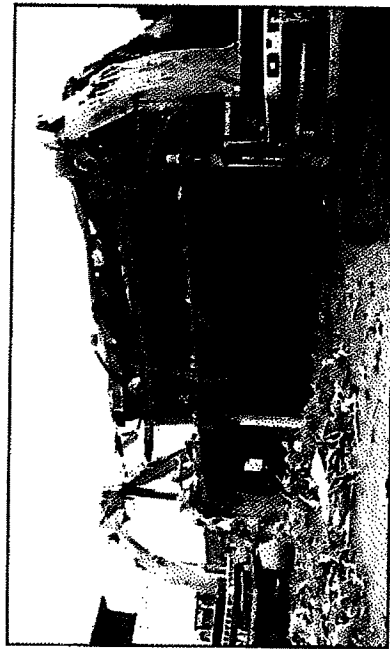


Demolition of a 40,000 SF former manufacturing facility that was converted for use as a local municipal Police Station. Funded jointly by the 2009 American Recovery & Reinvestment Act and a US EPA Brownfield Cleanup Grant, this project required significant administrative support and detailed record keeping to assure all stakeholders that the overall project objectives were met. Work performed by O'Rourke included universal / hazardous waste removal, building demolition, backfill, site grading & restorative activities.



*Demolition Specialists Since 1962*

# KNAUF INSULATION Shelbyville, IN



O'Rourke demolished numerous outdated buildings/structures over a multi-year period in support of a major \$180 Million Plant Expansion/Re-Build.

## PHASE I:

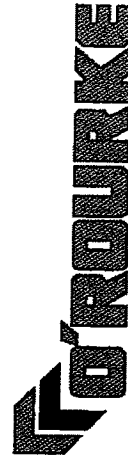
Demolition of Porter Office, Warehouse, Pipe Facing Building, 2105 Warehouse and associated rail docks for a total of 175,000 SF located within the heart of the existing manufacturing plant.

## PHASE II:

Demolition of North & Central Warehouses for a total of 150,000 SF. Critical work was sequenced in 4 hour outages as to not adversely impact plant operations.

## PHASE III:

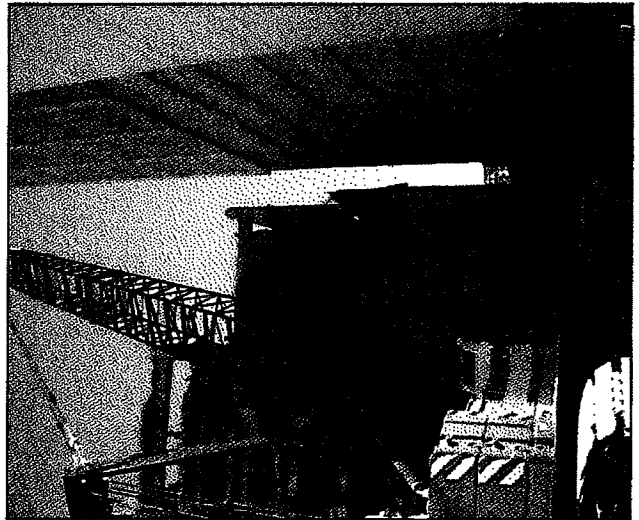
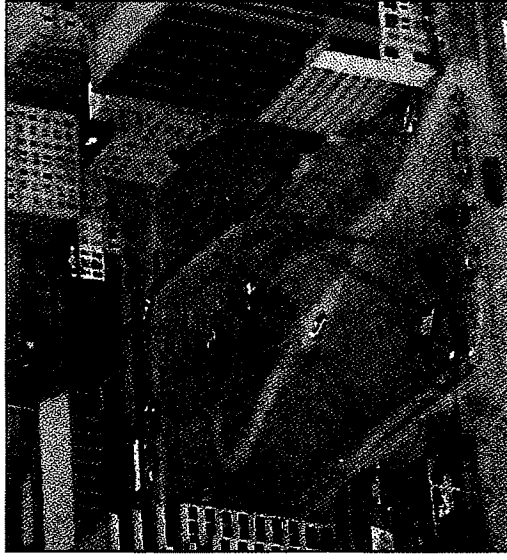
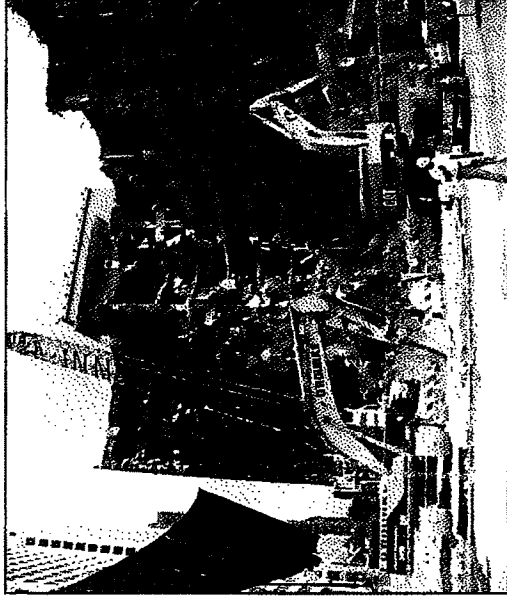
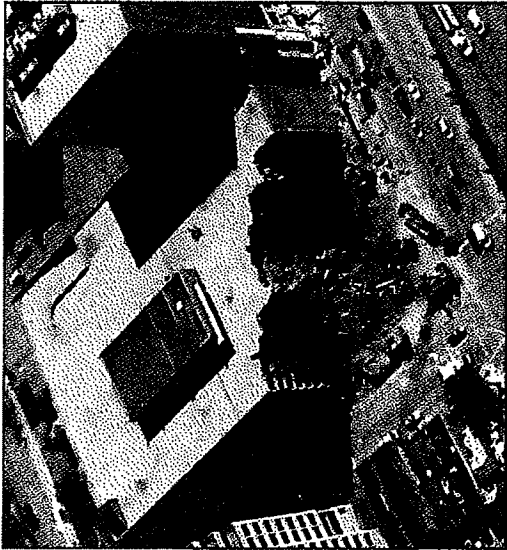
Demolition of former Plant 1 & associated Boiler House for a total of 240,000 SF. Work was expedited and completed in a three (3) week window as to allow prompt build back on the site.



Demolition Specialists Since 1962

## QUEEN CITY SQUARE PARKING GARAGE DEMOLITION Cincinnati, OH

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Work involved the demolition of a twelve story cast in place parking garage in downtown Cincinnati. As part of the project O'Rourke also removed a massive grade wall foundation system intended to support what was believed to include a high rise office building that was never added to the top of the parking garage. This foundation extended to a depth of three stories below grade.

Significant coordination and meticulous work practices were required to assure that adjacent structures and streets were not impacted or damaged by the demolition operations. Traffic control and off hour work averted any inconvenience and safety risks posed by the adjacent city streets and sidewalks. Temporary protection and more selective demolition operations nullified the risk to the adjacent office building that housed the end user and owner of the subject project.

Work also included the coordination of a installation the earth retention system as the concrete foundations and soils were removed.

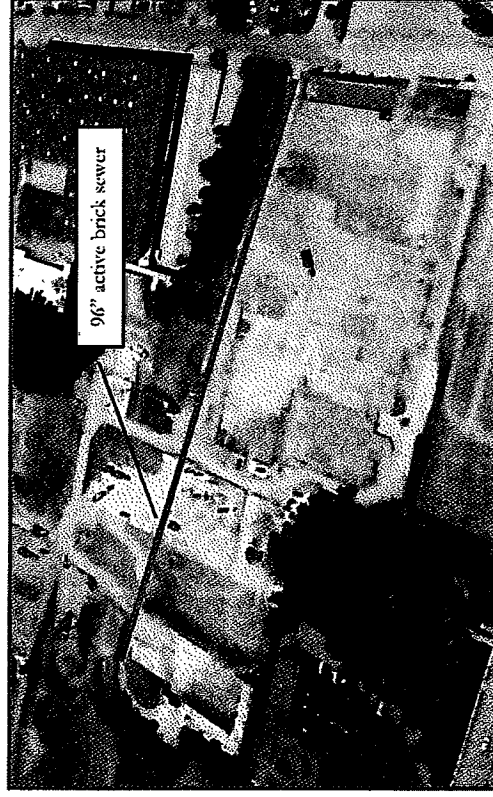
The project had an intense performance schedule that necessitated continuous weekend and double shift work hours to meet the goals set forth by the project specifications.

**O'ROURKE**  
Demolition Specialists Since 1962



## DEMOLITION OF FORMER NUTONE PLANT Cincinnati, OH

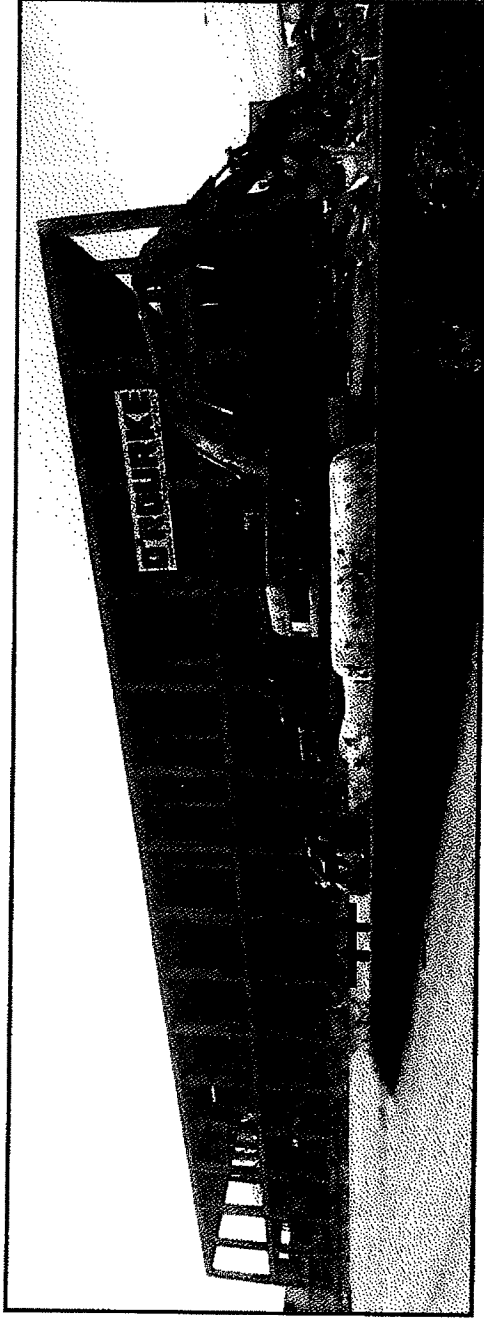
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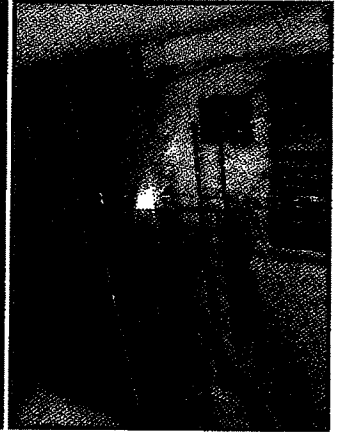
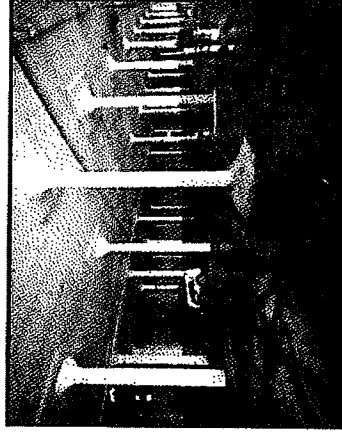
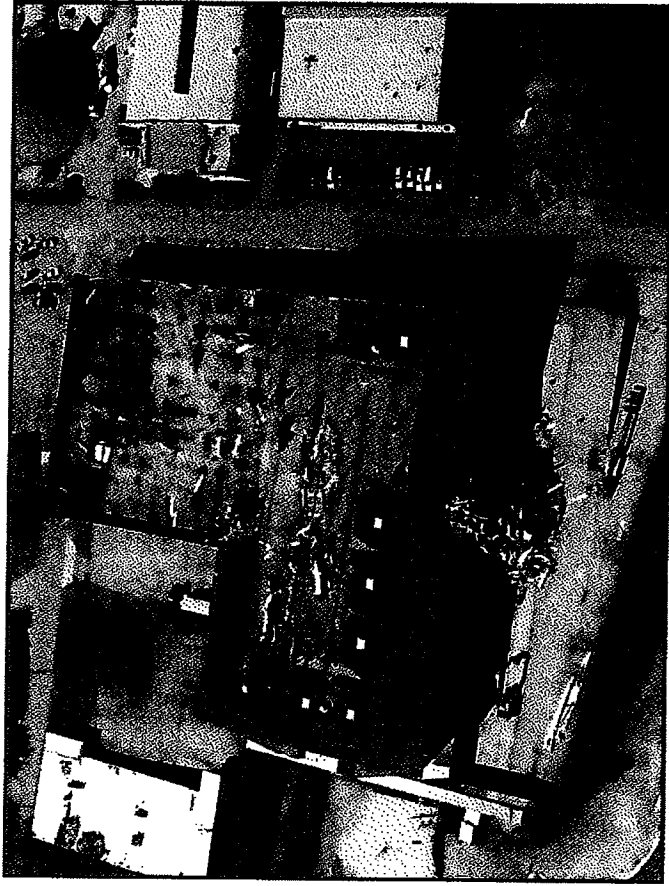
Mass demolition and removal of the former Nutone Manufacturing Plant located in urban Cincinnati, OH. This project encompassed demolition of multiple office, manufacturing and warehouse buildings totaling approximately 600,000 SF. Of particular note, work included characterization, excavation, loading, hauling and disposal of approximately 7,000 tons of non-hazardous contaminated soils. All work, including this hazardous soil excavation, was performed directly overtop or adjacent to a 96" radial brick sewer without damage or incident. This project was completed on a "fast track" basis to allow immediate commencement of follow-up new construction and site redevelopment activities.

# NUTONE PLANT BUILDING 7 SELECTIVE DEMOLITION

## Cincinnati, OH



Selective demolition of Building No. 7 at the former Nutone Manufacturing Plant located in urban Cincinnati, OH. This project encompassed the complete removal of the top (steel) floor and roof of an existing warehouse. The entire structural floor slab was planed between 1/4" and 1/8" in preparation for a new topping slab. The remainder of the building was deconstructed back to the structural columns and slabs. The building structure will eventually be converted to a combination parking garage and new office building.

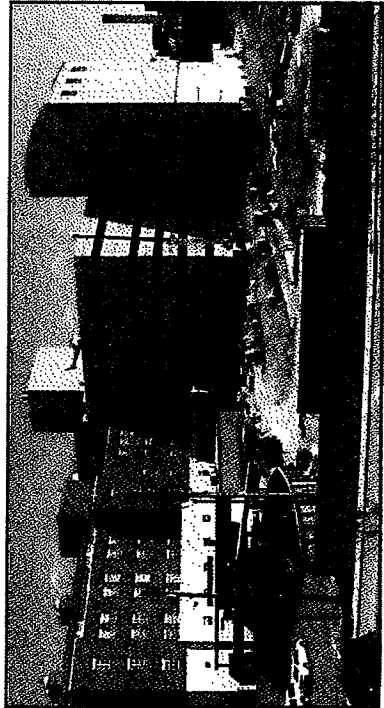
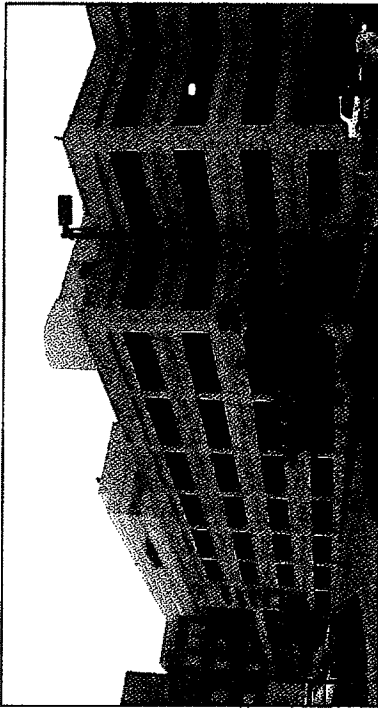
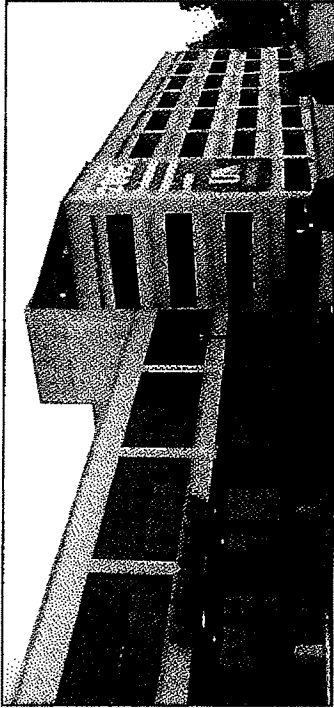


# O'Rourke

Demolition Specialists Since 1962

UNIVERSITY OF KENTUCKY  
Medical Center Parking Garage Demolition  
Lexington, KY

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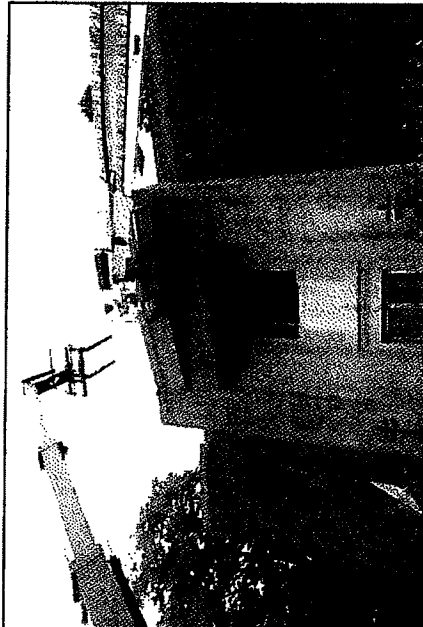
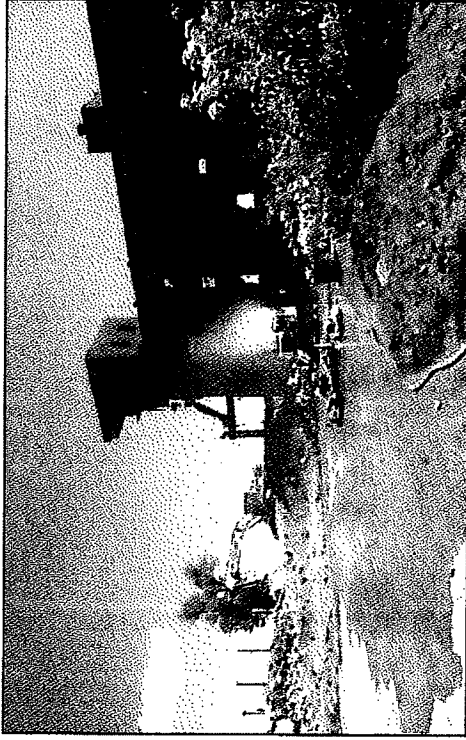
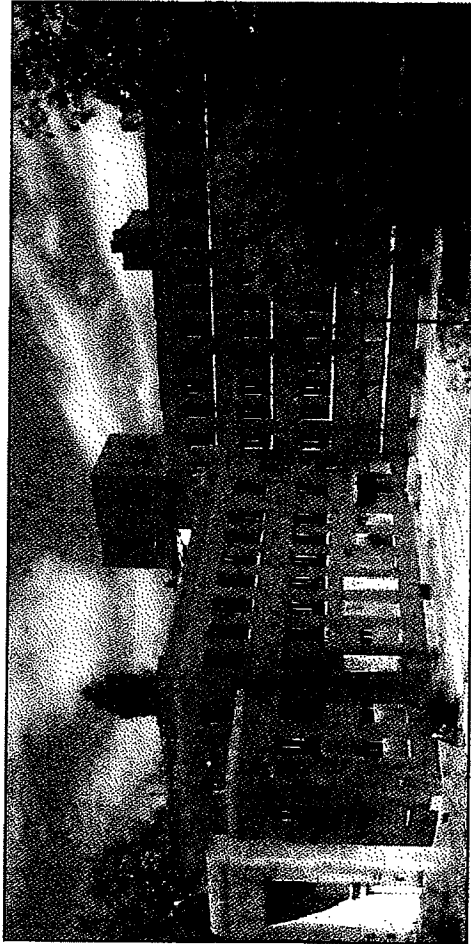
This project involved the mass demolition of a five (5) story pre-cast parking garage and cast in place pedestrian walkway. The parking garage shared one support wall with the existing hospital. Throughout the duration of the project the directly adjacent *EMERGENCY* room was able to remain open. The job required a mixed use of conventional demolition and selective dismantling activities. Operations varied extensively utilizing a crane and wrecking ball, hydraulic excavators equipped with concrete shears and pulverizers, and diamond wire saws associated with extensive rigging and picking operations.

**O'ROURKE**  
Demolition Specialists Since 1962

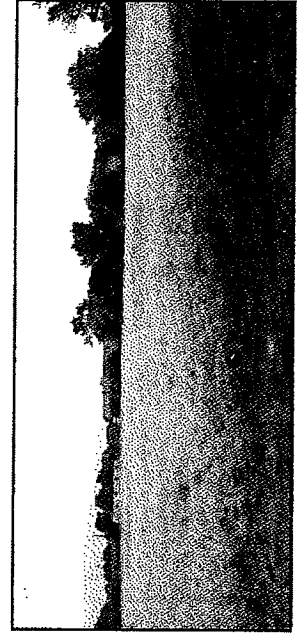


# TB HOSPITAL DEMOLITION

## PARIS, KY



The small rural town of Paris, Kentucky provided the backdrop for the demolition of a long since abandoned tuberculosis hospital. Years of inactivity and weather degradation provided a structure that was dilapidated as it was eerie. The project first required abatement of asbestos contaminated building contents, utility tunnels and soils. Other project particulars included the salvage of ornamental limestone, excavation of buried tanks and utilities, and general mass demolition of the entire facility. The structures demolished included the various buildings necessary to allow it function as a full quarantine campus, including a laundry, boiler building, nurses residences, filling station with buried tanks, and the main care and patient dormitory.



## LETTERS OF REFERENCE



Godsey Associates Architects

November 20, 2010

Micah Group Energy & Environmental  
746 Westland Drive, Suite 110  
Lexington, Kentucky 40504

Attention: Rhonda Clark

Re: O'Rourke Wrecking Company

Dear Ms. Clark:

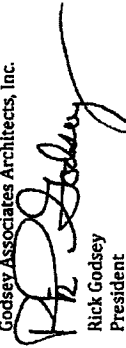
O'Rourke Wrecking Company recently completed the LC&E Waterside Station Plant Demolition & Hazardous Material Abatement and the Implosion of the Humana Office Complex on the site for the new Louisville Arena with our office providing oversight on the project.

O'Rourke orchestrated the project perfectly meeting every deadline and milestone that was set. Their personnel were completely professional at all times and they placed high importance to work site safety.

If you ever have a difficult project with unrealistic expectations and impossible deadlines, then O'Rourke Wrecking Company is the contractor you need to hire.

Should you have any questions regarding the above or should you have any further questions please let me know.

Very Truly Yours,  
Godsey Associates Architects, Inc.

  
Rick Godsey  
President

207 West Market Street  
Louisville, KY 40202-1333  
Tel (502) 583-6611  
Fax (502) 584-4537



Demolition Specialists Since 1962



Messer Construction Co.  
2405 Langdon Farm Road  
Cincinnati, OH 45237-4950  
(513) 872-5000 Phone  
(513) 872-5001 Fax  
www.messer.com

May 19, 2013

Mr. Ed Lizak  
O'Rourke Wrecking Company  
660 Lunken Park Drive  
Cincinnati, Ohio 45226

Re: The Christ Hospital South Expansion  
BC-038 - East Garage Removal- Letter of Recommendation

Dear Mr. Lizak:

The Messer Construction Co management team at The Christ Hospital Spine & Joint Center project would like to express our appreciation for a job well done by O'Rourke Wrecking Company.

This project had a very demanding schedule that was complicated by having the garage located immediately adjacent to the hospital with a common double wall separating the garage from the hospital. On the other side of the wall were administrative offices, operating rooms and treatment facilities with incredibly tight tolerances. Vibration monitoring and zero tolerance for disruptions to their existing operations became the criteria for award of this package. From day one, your firm was realistic in understanding the expectations and pre planned the project to ensure a successful outcome. Continual communication with our team was a key to the project success along with the use of innovative techniques, machinery and dust control measures.

Jeff Sizenore, Mike Scheible, Jeremy Hudson, Bob Heidi and the rest of your field crew took a team approach to the job. They focused on meeting customer commitments in all areas including quality, safety, budget and schedule. Your personal involvement, visits to the jobsite and hands on approach were likewise instrumental in the success.

In the end, O'Rourke completed the work ahead of our original schedule and within budget.

Again, Messer Construction Co. appreciates all of your hard work and thanks you for your significant contribution to the success of this project. We look forward to the opportunity to work with O'Rourke on future projects.

Sincerely,



Robert J Inkrot  
Messer Construction Co.  
Senior Project Executive

Jason Aspinwall  
Messer Construction Co.  
Sr. General Superintendent

Rob Enderle  
Messer Construction Co.  
Senior Project Manager



Demolition Specialists Since 1962



2139 Auburn Ave.  
Cincinnati, OH 45219  
513.585.2000

May 19, 2013

Mr. Ed Lizak  
O'Rourke Wrecking Company  
660 Lunken Park Drive  
Cincinnati, Ohio 45226

Re: The Christ Hospital South Expansion

Dear Mr. Lizak:

I am pleased to provide O'Rourke Wrecking Company with a letter of recommendation for the work done at The Christ Hospital as part of The Christ Hospital Joint & Spine Center project. I would like to express my appreciation for the excellent work done that your team completed.

This project is a part of a \$265 million dollar transformation of our campus. The overall schedule was incredibly demanding and required that your company work very close to our patient care areas. Your team ensured that there was minimal disruption, little to no vibration, and this allowed the work that needed to occur every day to continue. Our team never once had to stop providing the necessary life saving treatments in our cancer center or in the operating rooms. Without the ingenuity, the willingness of your team to think creatively, I have not doubt that the operations of the hospital could have been disrupted...but they were not.

The work of your team ensured that our entire project stayed on schedule and within budget. In fact because of your work to finish ahead of schedule, that example has been carried forward through this past year. The demolition of a garage which had been constructed more than 50 years ago and which sat immediately adjacent to key service areas was an amazing testament to team, the leadership, and the company as a whole.

My deepest appreciation to your entire team. Thank you for your significant contribution to the success of our project. We certainly will look to O'Rourke when future project come about.

Sincerely,

Deborah M. Hayes, RN, MS, MSN, MBI, NEA-BC  
Vice President  
Chief Hospital Officer

TheChristHospital.com

**O'ROURKE**  
Demolition Specialists Since 1962



## SHOOK CONSTRUCTION

DAYTON  
4900 Northman Place  
P.O. Box 138806  
Dayton, Ohio 45413  
937 276 6666 x  
937 276 6676 f

November 2, 2009

Letter of Reference

Reference: O'Rourke Wrecking Company

TO WHOM IT MAY CONCERN:

We have had the pleasure of working with O'Rourke Wrecking recently on the de-commissioning and demolition of a major healthcare campus in Middletown, Ohio

O'Rourke was competitive among a field of pre-qualified de-commissioning and demolition specialists. Once selected, they took on the role of 'partner' rather than 'vendor', and have worked closely with us to execute a very significant project, within an upscale residential neighborhood without incident, according to plan, and within the project budget requirements

The experience and advice of the entire O'Rourke team will benefit any entity embarking on a major de-commissioning and demolition project, and you will be well-satisfied with the work product.

In my over 30 years in this industry, I have found no other specialty contractor who displays more professionalism and spirit of true partnership than O'Rourke Wrecking Company.

Sincerely,

SHOOK NATIONAL CORPORATION

William R. Whistler  
President

[www.shookconstruction.com](http://www.shookconstruction.com)

*An Equal Opportunity Employer*



Demolition Specialists Since 1962



**Department of Public Works**  
**Eric W. Larson - City Engineer**

December 17, 2010

Michael P. O'Rourke, President  
O'Rourke Wrecking Company  
660 Lunken Park Drive  
Cincinnati, OH 45226

RE: Former Empire Pencil Factory Demolition Project, Georgetown, KY

Dear Mike:

This is to thank you and your entire crew for the successful demolition job you performed here at the Former Empire Pencil Factory Demolition project at the old Police Station and 911 Dispatch Center site at 550 Bourbon Street in Georgetown, KY. This project, funded by the 2009 American Recovery and Reinvestment Act and the United States Environmental Protection Agency's Brownfield Cleanup Grant program, was considered by our community as a "high profile" project and its success was extremely important. O'Rourke Wrecking Company exceeded our expectations.

This project involved handling of salvage items (steel, cooper, electrical switch gear, etc.) and removal of hazardous waste. The work was performed without problem and to the great satisfaction of the City. Time was a major factor, and your Company's coordination on this turnkey demolition, hazardous waste remediation, utility disconnection, and site restoration project was outstanding.

All your knowledgeable personnel performed their work professionally, safely, and without interference to any of the City's law enforcement functions. Jeremy Hudson, Jeff Sizemore, Jack Meyer and the rest of the crew's efficiency, as well as the proactive communications with Michele O'Rourke, was greatly appreciated and made my job a lot easier.

Thanks again for a job well done. If you need anything in the future, please contact me at (502) 867-2000 or [eric.larson@georgetownky.gov](mailto:eric.larson@georgetownky.gov).

Sincerely,

Eric W. Larson, PE, CFM, AICP  
City Engineer



235 West Yusen Way • Georgetown, KY 40324 • (502) 867-2000 • Fax (502) 863-7813

**Karen Tingle-Sarnes, Mayor**

**City Council Members**

Don Hawkins  
David Lusby  
Kelly McEwen  
Larry Prather  
Mark Showalter  
Connie Tackett  
John Travis  
Chad Wallace





May 7, 2013

O'Rourke Wrecking Company  
660 Lunken Park Drive  
Cincinnati, OH, 45226

ATTN: Michael P. O'Rourke, President  
RE: Demolition of Production Facility, Shelbyville, IN

Dear Mike,

Let me start by saying thank you for doing an excellent job with the demolition of the old production facility at Knauf Insulation. This was the fourth major demolition project that we called on O'Rourke to perform. And as with the other demolition projects your crew did an excellent job. Knauf has continued to rely on the technical expertise of your crew and management staff to safely perform some very technically difficult demolition projects.

This project especially impressed me for a few reasons. The time line we ask you to meet was incredibly challenging. The overall scope of demolishing an entire production facility with multiple tall emission stacks, storage silo bays and buildings full of equipment while working around an active production site was definitely a challenge. Running through the building was section of duct work and emission stack with environmental contamination. Your crew did an excellent job working closely with Knauf and our remediation contractors to safely remove ductwork.

Again thank you for being a major part of our expansion projects over the years at Knauf.

Sincerely,

Josh Nolting

Mechanical Project Engineer

Knauf Insulation GmbH, One Knauf Drive, Shelbyville, IN 46176  
Telephone (317) 398-4434, Fax (317) 398-3875, [www.knaufinsulation.com](http://www.knaufinsulation.com)



Demolition Specialists Since 1962



# Turner

Building the Future

December 22, 2008

Mr. Mike O'Rourke

President

O'Rourke Wrecking Company

660 Lunken Park Drive

Cincinnati, OH 45226-1800

Subject: Queen City Square Tower

Dear Mike,

I did not want the year to pass without thanking you for a job well done at our Queen City Tower project. We are proud to say that the task of demolishing the existing garage was not easy since our company built that garage back when and we are even more proud that O'Rourke Wrecking Company was on our team for its demolition.

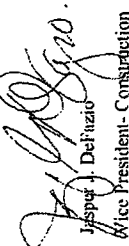
The performance of your firm and your team lead by Jeff Sizemore has been A+. The difficult task was accomplished timely and without significant incident.

Allow me to add a personal note. Being new to the Cincinnati marketplace, I want to thank you for the cooperation you and your team extended to me. If I ever can pass on my recommendation to a prospective client, please pass on my name as one of your many satisfied clients.

Good luck to you and yours in the years to come.

Sincerely,

TURNER CONSTRUCTION COMPANY

  
Joseph J. DeFazio  
Vice President - Construction

Turner Construction Company  
421 Arch Street,  
Cincinnati, OH 45202  
Phone: 513.382.8600  
Fax: 513.382.8601

# Turner

November 4, 2008

O'ROURKE WRECKING COMPANY

660 Lunken Park Drive

Cincinnati, OH 45226

ATTN: Michael P. O'Rourke, President

RE: Queen City Square Tower - Demolition of Parking Garage

Dear Mike:

Your company is in the process of demolishing from the Queen City Square project. This was a high rise, heavily reinforced concrete parking garage located in the middle of the downtown business district. It was a very tight site requiring your work being performed around other trade contractors.


I want to commend the supervision and workers you had on site for doing an excellent job in the safety and health arena. Your documentation was punctual and complete and you completed your work with no recordable or lost time cases.

I really enjoyed working with your troops. Jeff Caudill and Bob Heidi were very professional and they, along with all your employees, did an excellent job.

A thank you and congratulations for a job done safely are in order. Good luck in all your future endeavors. I look forward to the opportunity of working with you again in the future.

Sincerely,

TURNER CONSTRUCTION COMPANY

  
Dennis Cooper  
Safety Manager  
Queen City Square Tower

Turner Construction Company  
Queen City Square Tower  
421 Arch Street  
Cincinnati, OH 45202  
Phone: (513) 362-8600  
Fax: (513) 362-8601

**O'ROURKE**  
Demolition Specialists Since 1962

**RJM CONSULTING, LLC**  
5410 Bluepine Drive  
Cincinnati, OH 45247  
Phone: (513) 235-3560  
Fax: (513) 574-5540

October 27, 2011

**O'ROURKE WRECKING COMPANY**  
660 Lunken Park Drive  
Cincinnati, OH 45226

ATTN: Michael P. O'Rourke, President

RE: Former Nutone Plant Demolition, Cincinnati, OH

Dear Mike:

This is to commend you and your employees for your performance on the above referenced Project.

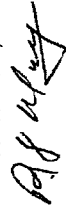
From the initial contact with your Estimating Department through the completion of the Project we experienced thorough analysis, helpful suggestions and expert performance. The experience of your field crew was obvious throughout the Project and all work was performed safely, timely, and without problems of any kind.

Our Project Team knew that your Firm would provide first rate results because of your performance on the first phase of the project. We were very pleased to find a demolition contractor that excelled at both total building demolition as well as selective deconstruction. This certainly demonstrates the depth of O'Rourke's capabilities.

We recommend O'Rourke without hesitation and look forward to working with you again in the future.

Sincerely,

**RJM CONSULTING, LLC**



Robert J. May AIC  
President

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## **ONGOING MAJOR PROJECTS**

*March 10, 2014*

***Bluegrass Community & Technical College, Lexington, KY***

Owner: Congleton-Hacker Company

Contract Amount: \$2,117,000.00

Completion Date: April 2014

***Crossroads Church, Mason, OH***

Owner: Turner Construction

Contract Amount: \$216,000.00

Completion Date: April 2014

***Dayton Home Avenue, Dayton, OH***

Owner: Home Avenue Redevelopment / Hull & Associates

Contract Amount: \$4,194,000.00

Completion Date: June 2014

***Drawbridge Inn, Ft. Mitchell, KY***

Owner: Buttermilk Land Company

Contract Amount: \$635,000.00

Completion Date: March 2014

***Logan CSO Basin Demolition, Louisville, KY***

Owner: Louisville & Jefferson County MSD

Contract Amount: \$478,675.00

Completion Date: March 2014

***Louisville Southern Baptist Seminary, Louisville, KY***

Owner: Messer Construction

Contract Amount: \$745,000.00

Completion Date: March 2014

***Maple Street Flood Mitigation, Louisville, KY***

Owner: Louisville & Jefferson County MSD

Contract Amount: \$1,147,672.00

Completion Date: December 2014

***Seymour Plaza, Cincinnati, OH***

Owner: Port of Greater Cincinnati

Contract Amount: \$313,700.00

Completion Date: April 2014

***Swifton Commons Shopping Center, Cincinnati, OH***

Owner: Port of Greater Cincinnati

Contract Amount: \$2,400,000.00

Completion Date: March 2014



**ONGOING MAJOR PROJECTS CONTINUED**

**March 10, 2014**

---

***Wright Patterson Airforce Base, Dayton, OH***

Owner: Semper Tek

Contract Amount: \$134,000.00

Completion Date: December 2013

***Wright Patterson Airforce Base Boiler House, Dayton, OH***

Owner: Northview Enterprises

Contract Amount: \$287,000.00

Completion Date: December 2013

***UC Wilson Auditorium, Cincinnati, OH***

Owner: University of Cincinnati

Contract Amount: \$724,000.00

Completion Date: December 2013

***UC Nippert Stadium Renovations – Cincinnati, OH***

Owner: Turner Construction Company

Contract Amount: \$2,585,000.00

Completion Date: March 2014



## **INDUSTRY LEADING EQUIPMENT FLEET**

O'Rourke Wrecking Company owns and maintains an industry-leading fleet of modern specialty demolition equipment, valued at a current replacement cost in excess of \$15 Million. Our equipment fleet is overseen by a full time-time asset manager, and is serviced by our in-house mechanics, welders, and painters. A summary listing of our heavy equipment fleet includes the following:

- (2) conventional crawler cranes (Link Belt 150 ton and Link Belt 80 ton) and (1) truck crane.
- (20) track-mounted hydraulic excavators, ranging in size from a CAT 385 Ultra High Demolition Machine to the versatile CAT 320. Specifically, our excavator fleet includes:
  - (1) CAT 385 UHD
  - (1) CAT 375
  - (2) CAT 365CL
  - (1) CAT 349EL
  - (2) 345D
  - (4) CAT 345BL
  - (1) CAT 336 DL
  - (2) CAT 330 CL
  - (2) CAT 320CL
  - (1) CAT 245B
  - (1) CAT 245D
  - (1) Komatsu PC360
  - (1) Komatsu PC300
- (10) mini-excavators, ranging in size from Takeuchi TB175 to the ultra-small Takeuchi TB007.
- Numerous specialty excavator attachments (shears, concrete processors, hydraulic hammers, grapple buckets, debris buckets, etc.).
- (3) CAT track-mounted loaders and (2) CAT rubber tire wheel loaders.
- (3) earth moving dozers (CAT D8R, D6R and D5C).
- (27) Bobcat skid-steer loaders, to include a complete assortment of various specialty attachments (grapple buckets, material handling buckets, hydraulic breakers, shears, post hole augers, brooms, etc.).

O'Rourke Wrecking Company also owns and maintains a modern trucking fleet capable of transporting equipment, debris, and personnel to and from our jobsites. Our fleet includes:

- (3) low-boy, (1) flat bed and (1) step deck trailers for movement of heavy equipment.
- (5) Kenworth T800 "straight" dump trucks.
- (2) Mack roll-off trucks and (16) roll-off containers.
- (11) Tractors (Kenworth and Mack) and (13) end dump debris trailers.
- (1) Kenworth T800 specialty water truck.
- (1) Ford F650 flat bed truck.
- (1) Ford F650 and (2) Ford F550 Autocrane service trucks
- (4) Ford F450 service trucks
- (18) Ford F250 and (3) Ford F350 pick-up trucks.
- Various passenger vehicles and light-weight SUV's.

In addition, O'Rourke Wrecking Company owns and maintains numerous support items such as air compressors, light plants, generators, pneumatic hammers, torch cutting apparatuses, double-walled portable diesel storage tanks, automatic dust suppression systems, land scape tractor, straw blowing system, etc.

It is through our industry leading equipment fleet that we are able to provide comprehensive, cost-effective solutions to our Client's demolition and site preparation needs.

**PART IV**  
**GENERAL CONDITIONS**  
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**PART IV**  
**GENERAL CONDITIONS**

**1. DEFINITIONS**

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

**1.1 Addenda**

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

**1.2 Agreement**

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

**1.3 Application for Payment**

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

**1.4 Bid**

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

**1.5 Bidder**

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

**1.6 Bonds**

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

**1.7 Calendar Day**

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

**1.8 Change Order**

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

**1.9 Contract Documents**

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

**1.10 Contract Unit Price**

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

**1.11 Contract Time**

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

**1.12 CONTRACTOR**

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

**1.13 Defective**

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

**1.13 Drawings**

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

**1.15 Effective Date of the Agreement**

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

**1.16 ENGINEER**

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

**1.17 Field Order**

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

**1.18 Giving Notice**

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

**1.19 Laws and Regulations**

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

**1.20 Notice of Award**

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

**1.21 Notice to Proceed**

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

**1.22 OWNER**

The Lexington-Fayette Urban County Government.

**1.23 Partial Utilization**

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

**1.24 Project**

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

**1.25 Inspector**

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

**1.26 Shop Drawings**

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

**1.27 Specifications**

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

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

**1.28 Standard Specifications**

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

**1.29 Subcontractor**

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

**1.30 Special Conditions**

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

**1.31 Supplier**

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

**1.32 Underground Facilities**

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

**1.33 Unit Price Work**

Not applicable

**1.34 Work**

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

**1.35 Time Period**

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

## **2. PRELIMINARY MATTERS**

### **2.1 Delivery of Bonds**

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

### **2.2 Copies of Documents**

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

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

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

### **2.4 Starting the Project**

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

### **2.5 Before Starting Construction**

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

### **2.6 Submittal of Schedules**

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

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

**2.6.2** a preliminary schedule of Shop Drawing submissions; and

**2.6.3** a preliminary schedule of values for all of the Work which will include quantities and prices of items aggregating the Contract Price and will subdivide the Work into component parts in sufficient detail to serve as the

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

**2.7 Preconstruction Conference**

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

**2.8 Finalizing Schedules**

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

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

**3.1 General**

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

**3.2 Intent**

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



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

### **3.3 Conflicts**

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

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

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

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

### **3.4 Amending and Supplementing Contract Documents**

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

**3.5 Reuse of Documents**

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

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

**4.1 Availability of Lands**

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

**4.2 Physical Conditions**

**4.2.1 Explorations and Reports**

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

**4.2.2 Existing Structures**

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

4.2.3 Report of Differing Conditions  
If CONTRACTOR believes that:

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

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

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

4.2.4 ENGINEER'S Review

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

4.2.5 Possible Document Change

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

4.2.6 Possible Price and Time Adjustments

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

**4.3 Physical Conditions-Underground Facilities**

4.3.1 Shown or Indicated

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

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

4.2.1.2 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 ENGINEER. ENGINEER will promptly review the underground facility to determine the extent to which the Contract Documents should be modified to reflect and document the consequences of the existence of the Underground Facility, and the Contract Documents will be amended or supplemented to the extent necessary. During such time, CONTRACTOR shall be responsible for the safety and protection of such underground facility. CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, to the extent that they are attributable to the existence of any underground facility that was not shown or indicated in the Contract Documents and which CONTRACTOR could not reasonably have been expected to be aware of.

**4.4 Reference Points**

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

**5. CONTRACTOR'S RESPONSIBILITIES**

**5.1 Supervision**

CONTRACTOR shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. CONTRACTOR shall assure that all CONTRACTOR personnel (including subcontractors, etc.) conduct themselves in a courteous and respectful manner toward the ENGINEER and the general public. Failure to comply with this condition of the Contract will result in immediate suspension of the Work. Following a review by the Commissioner of Public Works, the Contract may be

terminated (see GC section 14). CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences and procedures of construction, but CONTRACTOR shall not be responsible for the negligence of others in the design or selection of a specific means, method, technique, sequence or procedure of construction which is indicated in and required by the Contract Documents. CONTRACTOR shall be responsible to see that the finished Work complies accurately with the Contract Documents.

**5.2 Superintendence**

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

**5.3 Labor**

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

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

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

**5.5 Materials and Equipment**

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

Work or any duty or authority to undertake responsibility contrary to the provisions of paragraph 8.12.3 or 8.12.4.

**5.5.1 Not Clearly Specified or Indicated**

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

**5.5.2 Coordination of Work**

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

**5.6 Adjusting Progress Schedule**

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

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

**5.7.1 General**

Whenever materials or equipment are specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular supplier, the naming of the item is intended to establish the type, function, and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other Suppliers may be accepted by OWNER/ENGINEER if sufficient information is submitted by CONTRACTOR to allow OWNER/ENGINEER to determine that the material or equipment proposed is equivalent or equal to that named. The procedure for review by OWNER/ENGINEER will include the following. Requests for review of substitute items of material and equipment will not be accepted by OWNER/ENGINEER from anyone, other than CONTRACTOR. If CONTRACTOR wishes to furnish or use a substitute item of material or equipment, CONTRACTOR shall make written application to OWNER/ENGINEER for acceptance thereof, certifying that the proposed substitute will perform adequately the functions and achieve the results

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

5.7.2 Substitutes

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

5.7.3 OWNER/ENGINEER'S Approval

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

## **5.8 Subcontractors, Suppliers, and Others**

### **5.8.1 Acceptable to ENGINEER**

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

### **5.8.2 Objection After Due Investigation**

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

### **5.8.3 Contractor Responsible for Acts of Subcontractors**

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

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

CONTRACTOR shall be fully responsible to OWNER and ENGINEER for all acts and omissions of the Subcontractors, Suppliers and other persons and organizations performing or furnishing any of the Work under a direct or



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

**5.8.4 Division of Specifications**

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

**5.8.5 Agreement Between Contractor and Subcontractors**

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

**5.8.6 Statements and Comments by CONTRACTOR**

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

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

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

**5.9 Patent Fees and Royalties**

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

#### **5.10 Permits**

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

#### **5.11 Laws and Regulations**

##### **5.11.1 CONTRACTOR to Comply**

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

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

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

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

#### **5.12 Taxes**

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

## **5.13 Use of Premises**

### **5.13.1 Project Site**

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

### **5.13.2 Clean UP**

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

### **5.13.1 Loading of Structures**

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

## **5.14 Record Drawings**

CONTRACTOR shall maintain in a safe place at the site one record copy of all Drawings, Specifications, Addenda, Change Orders, Field Orders and written interpretations and clarifications (issued pursuant to paragraph 9.4) in good order

and annotated to show all changes made during construction. These record documents together with all approved samples and a counterpart of all approved Shop Drawings will be available to ENGINEER for reference. Upon completion of the Work, these record documents, samples and Shop Drawings will be delivered to ENGINEER for OWNER.

## **5.15 Shop Drawings and Samples**

### **5.15.1 Shop Drawing Submittals**

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

### **5.15.2 Sample Submittals**

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

### **5.15.3 Review by CONTRACTOR**

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

### **5.15.4 Notice of Variation**

At the time of each submission, CONTRACTOR shall give ENGINEER specific written notice of each variation that the Shop Drawings or samples may have from the requirements of the Contract Documents, and, in

addition, shall cause a specific notation to be made on each Shop Drawing submitted to ENGINEER for review and approval of each such variation.

**5.15.5 ENGINEER'S Approval**

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

**5.15.6 Responsibility for Errors and Omissions**

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

**5.15.7 Cost of Related Work**

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

**5.16 Continuing the Work**

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

**5.17 Erosion and Sediment Control**

**5.17.1 General Environmental Requirements**

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

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

5.17.2 Stormwater Pollution Prevention

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

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

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

C. The CONTRACTOR shall provide the necessary equipment and personnel to perform any and all emergency measures that may be required to contain any spillage or leakage and to remove materials, soils

or liquids that become contaminated. The collected spill material shall be properly disposed at the CONTRACTOR's expense.

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

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

## **6. OTHER WORK**

### **6.1 Related Work at Site**

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

### **6.2 Other Contractors or Utility Owners**

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

### **6.3 Delays Caused by Others**

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

CONTRACTOR'S Work except for latent or non-apparent defects and deficiencies in the other work.

**6.4 Coordination**

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

**7. OWNER'S RESPONSIBILITIES**

**7.1 Communications**

OWNER shall issue all communications to CONTRACTOR through ENGINEER.

**7.2 Data and Payments**

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

**7.3 Lands, Easements, and Surveys**

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

**7.4 Change Orders**

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

**7.5 Inspections, Tests and Approvals**

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

**7.6 Stop or Suspend Work**

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



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

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

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

### **8.2 Visits to Site**

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

### **8.3 Project Representation**

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

### **8.4 Clarifications and Interpretations**

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

### **8.5 Authorized Variations in Work**

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

**8.6 Rejecting Defective Work**

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

**8.7 Shop Drawings**

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

**8.8 Change Orders**

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

**8.9 Payments**

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

**8.10 Determinations for Unit Prices**

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

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

**8.11 Decision on Disputes**

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

**8.12 Limitations on Engineer's Responsibilities**

**8.12.1 CONTRACTOR, Supplier, or Surety**

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

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

#### **8.12.2 To Evaluate the Work**

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

#### **8.12.3 CONTRACTOR'S Means, Methods, Etc.**

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

#### **8.12.4 Acts of Omissions of CONTRACTOR**

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

### **9. CHANGES IN THE WORK**

#### **9.1 OWNER May Order Change**

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

#### **9.2 Claims**

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

**9.3 Work Not in Contract Documents**

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

**9.4 Change Orders**

OWNER and CONTRACTOR shall execute appropriate Change Orders covering:

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

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

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

**9.5 Notice of Change**

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

**10. CHANGE OF CONTRACT PRICE**

**10.1 Total Compensation**

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

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

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

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

### **10.3 Value of Work**

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

#### **10.3.1 Unit Prices**

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

#### **10.3.2 Lump Sum**

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

#### **10.3.3 Cost Plus Fee**

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

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

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

#### **10.4.1 Payroll Costs**

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

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

10.4.2 Materials and Equipment Costs

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

10.4.3 Subcontractor Costs

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

10.4.4 Special Consultant Costs

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

10.4.5 Supplemental Costs

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

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

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

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

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

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

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

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

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

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

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

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

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

**10.5.1 Costs of Officers and Executives**

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

**10.5.2 Principal Office**

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

**10.5.3 Capital Expense**

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

**10.5.4 Bonds and Insurance**

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

**10.5.5 Costs Due to Negligence**

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



**10.5.6 Other Costs**

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

**10.6 Contractor's Fee**

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

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

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

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

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

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

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

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

**10.7 Itemized Cost Breakdown**

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

**10.8 Cash Allowances**

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

10.8.1 Materials and Equipment

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

10.8.2 Other Costs

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

10.8.3 Change Order

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

**10.9 Unit Price Work**

10.9.1 General

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

10.9.2 Overhead and Profit

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

10.9.3 Claim for Increase in Unit Price

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

## **11. CHANGE OF CONTRACT TIME**

### **11.1 Change Order**

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

### **11.2 Justification for Time Extensions**

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

### **11.3 Time Limits**

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

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

### **12.1 Warranty and Guarantee**

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

### **12.2 Access to Work**

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

## **12.3 Tests and Inspections**

### **12.3.1 Timely Notice**

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

### **12.3.2 Requirements and Responsibilities**

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

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

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

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

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

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

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

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

**12.3.4 Covered Work**

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

**12.3.5 CONTRACTOR'S Obligation**

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

**12.4 OWNER May Stop the Work**

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

**12.5 Correction or Removal of Defective Work**

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

**12.6 One Year Correction Period**

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

other professionals) will be paid by CONTRACTOR. In special circumstances where a particular item of equipment is placed in continuous service before Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications or by Change Order.

**12.7 Acceptance of Defective Work**

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

**12.8 OWNER May Correct Defective Work**

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

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

#### **13.1 Schedule of Values**

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

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

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

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

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

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

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

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

#### **13.4.2 ENGINEER'S Recommendation**

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

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

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

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

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

### **13.5 Partial Utilization**

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

### **13.6 Final Inspection**

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



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

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

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

#### **13.8.1 ENGINEER'S Approval**

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

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

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

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

**13.9 CONTRACTOR'S Continuing Obligation**

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

**13.10 Waiver of Claims**

The making and acceptance of final payment will constitute:

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

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

**14. SUSPENSION OF WORK AND TERMINATION**

**14.1 OWNER May Suspend Work**

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

**14.2 OWNER May Terminate**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**14.3 CONTRACTOR'S Services Terminated**

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

**14.4 Payment After Termination**

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

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

**14.5 CONTRACTOR May Stop Work or Terminate**

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

**15. MISCELLANEOUS**

**15.1 Claims for Injury or Damage**

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

**15.2 Non-Discrimination in Employment**

The CONTRACTOR shall comply with the following requirements prohibiting discrimination:

**15.2.1** That no person (as defined in KRS 344.010) shall bid on Lexington-Fayette Urban County Government construction projects, or bid to furnish materials or supplies to the Lexington-Fayette Urban County Government, if, within six months prior to the time of opening of bids, said person shall have been found, by 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 ENGINEER at least 72 hours prior to making any temporary street closing or blockage. This will permit orderly notification to all concerned public agencies. Specific details and restrictions on street closure or blockage are contained in the Special Conditions.

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

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

**15.5 Clean-up**

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

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

**15.6 General**

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

**15.7 Debris Disposal**

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

END OF SECTION

**PART V**  
**SPECIAL CONDITIONS**  
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## **RISK MANAGEMENT PROVISIONS INSURANCE AND INDEMNIFICATION**

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### **INDEMNIFICATION AND HOLD HARMLESS PROVISION**

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

### **FINANCIAL RESPONSIBILITY**

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

### **INSURANCE REQUIREMENTS**

YOUR ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW, 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. The General Liability Policy shall include an Explosion-Collapse Underground (XCU) endorsement.
- e. The General Liability Policy shall include a Pollution liability and/or Environmental Casualty endorsement unless it is deemed not to apply by LFUCG.
- f. LFUCG shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed.

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

#### Renewals

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

#### Deductibles and Self-Insured Programs

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

00425824



Steven L. Beshear  
Governor

**KENTUCKY LABOR CABINET**  
DEPARTMENT OF WORKPLACE STANDARDS  
DIVISION OF EMPLOYMENT STANDARDS,  
APPRENTICESHIP & MEDIATION  
1047 US Hwy 127 S - Suite 4  
Frankfort, Kentucky 40601  
Phone: (502) 564-3534  
Fax (502) 696-1897  
[www.labor.ky.gov](http://www.labor.ky.gov)

Larry Roberts  
Secretary

Anthony Russell  
Commissioner

February 3, 2014

Sondra Stone  
LFUCG  
200 E. Main St.  
Lexington KY 40507

Re: LFUCG, Public Safety Op Center Phase 1A - Demolition

Advertising Date as Shown on Notification: February 20, 2014

Dear Sondra Stone:

This office is in receipt of your written notification on the above project as required by KRS 337.510 (1).

I am enclosing a copy of the current prevailing wage determination number CR 8-008, dated July 30, 2013 for FAYETTE County. This schedule of wages shall be attached to and made a part of the specifications for the work, printed on the bidding blanks, and made a part of the contract for the construction of the public works between the public authority and the successful bidder or bidders.

The determination number assigned to this project is based upon the advertising date contained in your notification. There may be modifications to this wage determination prior to the advertising date indicated. In addition, if the contract is not awarded within 90 days of this advertising date or if the advertising date is modified, a different set of prevailing rates of wages may be applicable. It will be the responsibility of the public authority to contact this office and verify the correct schedule of the prevailing rates of wages for use on the project. Your project number is as follows: 034-H-01204-13-8, Heavy/Highway

Sincerely,

Anthony Russell  
Commissioner

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

Determination No. CR-8-008

Date of Determination: July 30, 2013

**PROJECT NO. 034-H-01204-13-8**

\_\_\_\_\_BLDG    \_\_\_\_x\_\_\_\_HH

This schedule of the prevailing rate of wages for Locality No. 008, which includes Fayette County, has been determined in accordance with the provisions of KRS 337.505 to 337.550. This determination shall be referred to as Prevailing Wage Determination No. CR-8-008.

Apprentices shall be permitted to work as such subject to Administrative Regulations 803 KAR 1:010. Copies of these regulations will be furnished upon request to any interested person.

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

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

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

**BUILDING CONSTRUCTION**

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

**HIGHWAY CONSTRUCTION**

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

### HEAVY CONSTRUCTION

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



Anthony Russell, Commissioner  
Department of Workplace Standards  
Kentucky Labor Cabinet

#### **ASBESTOS/INSULATION WORKERS:**

|                 |         |
|-----------------|---------|
| BASE RATE       | \$24.92 |
| FRINGE BENEFITS | 11.80   |

#### **BOILERMAKERS:**

|                 |         |
|-----------------|---------|
| BASE RATE       | \$21.75 |
| FRINGE BENEFITS | 11.76   |

#### **BRICKLAYERS:**

Bricklayers:

|                 |         |
|-----------------|---------|
| BASE RATE       | \$24.31 |
| FRINGE BENEFITS | 11.40   |

Firebrick & Refractory:

|                 |         |
|-----------------|---------|
| BASE RATE       | \$26.08 |
| FRINGE BENEFITS | 11.42   |

Sawman & Layman:

|                 |       |
|-----------------|-------|
| BASE RATE       | 24.56 |
| FRINGE BENEFITS | 11.40 |

#### **CARPENTERS:**

Carpenters:  
(Includes Drywall Finisher)

BUILDING

|                 |         |
|-----------------|---------|
| BASE RATE       | \$21.98 |
| FRINGE BENEFITS | 12.70   |

Piledrivermen:

BUILDING

|                 |         |
|-----------------|---------|
| BASE RATE       | \$22.48 |
| FRINGE BENEFITS | 12.70   |

Carpenters:

HEAVY & HIGHWAY

|                 |         |
|-----------------|---------|
| BASE RATE       | \$26.90 |
| FRINGE BENEFITS | 14.50   |

Piledriver:

HEAVY & HIGHWAY

|                 |         |
|-----------------|---------|
| BASE RATE       | \$27.15 |
| FRINGE BENEFITS | 14.50   |

Divers:

HEAVY & HIGHWAY

|                 |         |
|-----------------|---------|
| BASE RATE       | \$40.73 |
| FRINGE BENEFITS | 14.50   |

#### **CEMENT MASONS:**

|           |         |
|-----------|---------|
| BASE RATE | \$15.51 |
| FRINGE    | .59     |

**ELECTRICIANS:**

|                 |         |
|-----------------|---------|
| BASE RATE       | \$29.48 |
| FRINGE BENEFITS | 14.36   |

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

**LINEMAN:****HEAVY HIGHWAY**

|                 |         |
|-----------------|---------|
| BASE RATE       | \$31.86 |
| FRINGE BENEFITS | 11.63   |

**EQUIPMENT OPERATOR:****HEAVY HIGHWAY**

|                 |         |
|-----------------|---------|
| BASE RATE       | \$28.48 |
| FRINGE BENEFITS | 10.94   |

**GROUNDSMAN:****HEAVY HIGHWAY**

|                 |         |
|-----------------|---------|
| BASE RATE       | \$18.87 |
| FRINGE BENEFITS | 9.03    |

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**ELEVATOR CONSTRUCTORS:**

|                 |         |
|-----------------|---------|
| BASE RATE       | \$30.46 |
| FRINGE BENEFITS | 8.92    |

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**GLAZIERS:**

|                 |         |
|-----------------|---------|
| BASE RATE       | \$24.15 |
| FRINGE BENEFITS | 11.45   |

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**IRONWORKERS:**

|                 |         |
|-----------------|---------|
| BASE RATE       | \$26.47 |
| FRINGE BENEFITS | 19.56   |

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**LABORERS / BUILDING:**

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

**BUILDING**

|                 |         |
|-----------------|---------|
| *BASE RATE      | \$20.41 |
| FRINGE BENEFITS | 10.69   |

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

**BUILDING**

|                 |         |
|-----------------|---------|
| *BASE RATE      | \$20.81 |
| FRINGE BENEFITS | 10.69   |



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

|                 |                        |                |
|-----------------|------------------------|----------------|
| <b>BUILDING</b> | <b>*BASE RATE</b>      | <b>\$21.01</b> |
|                 | <b>FRINGE BENEFITS</b> | <b>10.69</b>   |

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

|                 |                        |                |
|-----------------|------------------------|----------------|
| <b>BUILDING</b> | <b>*BASE RATE</b>      | <b>\$21.11</b> |
|                 | <b>FRINGE BENEFITS</b> | <b>10.69</b>   |

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

|                 |                        |                |
|-----------------|------------------------|----------------|
| <b>BUILDING</b> | <b>*BASE RATE</b>      | <b>\$21.61</b> |
|                 | <b>FRINGE BENEFITS</b> | <b>10.69</b>   |

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

|                 |                        |                |
|-----------------|------------------------|----------------|
| <b>BUILDING</b> | <b>*BASE RATE</b>      | <b>\$21.91</b> |
|                 | <b>FRINGE BENEFITS</b> | <b>10.69</b>   |

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

**LABORERS / HEAVY & HIGHWAY:**

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

|                            |                        |                |
|----------------------------|------------------------|----------------|
| <b>HEAVY &amp; HIGHWAY</b> | <b>BASE RATE</b>       | <b>\$21.35</b> |
|                            | <b>FRINGE BENEFITS</b> | <b>12.01</b>   |

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

|                            |                        |                |
|----------------------------|------------------------|----------------|
| <b>HEAVY &amp; HIGHWAY</b> | <b>BASE RATE</b>       | <b>\$21.60</b> |
|                            | <b>FRINGE BENEFITS</b> | <b>12.01</b>   |

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

|                            |                        |                |
|----------------------------|------------------------|----------------|
| <b>HEAVY &amp; HIGHWAY</b> | <b>BASE RATE</b>       | <b>\$21.65</b> |
|                            | <b>FRINGE BENEFITS</b> | <b>12.01</b>   |

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

|                 |                 |         |
|-----------------|-----------------|---------|
| HEAVY & HIGHWAY | BASE RATE       | \$22.25 |
|                 | FRINGE BENEFITS | 12.01   |

**MARBLE, TILE & TERRAZZO:**

|            |                 |         |
|------------|-----------------|---------|
| Finishers: | BASE RATE       | \$14.96 |
|            | FRINGE BENEFITS | 0.00    |

|          |                 |         |
|----------|-----------------|---------|
| Setters: | BASE RATE       | \$21.89 |
|          | FRINGE BENEFITS | 0.00    |

**MILLWRIGHTS:**

|                 |         |
|-----------------|---------|
| BASE RATE       | \$24.18 |
| FRINGE BENEFITS | 15.67   |

**OPERATING ENGINEERS / BUILDING:**

**NCCCO OR OECP CERTIFIED**

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

|          |                 |         |
|----------|-----------------|---------|
| BUILDING | BASE RATE       | \$27.90 |
|          | FRINGE BENEFITS | 13.90   |

**OPERATING ENGINEERS / BUILDING: CONTINUED**

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

|          |                 |         |
|----------|-----------------|---------|
| BUILDING | *BASE RATE      | \$26.84 |
|          | FRINGE BENEFITS | 13.90   |

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

BUILDING CLASS B: All air compressors (over 900 CFM), bituminous mixer, joint sealing machine, concrete mixer (under 21 cu. ft.), form grader, roller (rock), tractor (50 HP and over), bull float, finish machine, outboard motor boat, flexplane, fireman, boom type tamping machine, truck crane oiler, greaser

on grease facilities servicing heavy equipment, switchman or brakeman, mechanic helper, whirley oiler, self-propelled compactor, tractair and road widening trencher and farm tractor with attachments (except backhoe, highlift and endloader), elevator (regardless of ownership when used for hoisting any building material), hoisting engineer (1-drum or buck hoist), firebrick (masonry excluded), well points, grout pump, throttle-valve man, tugger, electric vibrator compactor, and caisson drill helper:

|          |                 |         |
|----------|-----------------|---------|
| BUILDING | BASE RATE       | \$23.94 |
|          | FRINGE BENEFITS | 13.90   |

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

|          |                 |         |
|----------|-----------------|---------|
| BUILDING | BASE RATE       | \$23.13 |
|          | FRINGE BENEFITS | 13.90   |

#### OPERATING ENGINEERS / HEAVY HIGHWAY: NCCCO OR OECF CERTIFIED

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

|               |                 |         |
|---------------|-----------------|---------|
| HEAVY HIGHWAY | BASE RATE       | \$29.07 |
|               | FRINGE BENEFITS | 13.90   |

#### OPERATING ENGINEERS / HEAVY HIGHWAY: CONTINUED

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

|                 |         |
|-----------------|---------|
| BASE RATE       | \$28.00 |
| FRINGE BENEFITS | 13.90   |

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

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

|   |                 |                 |         |
|---|-----------------|-----------------|---------|
| widening trencher, tractor (50 HP and over), truck crane oiler, tugger, welding machine, well points, and<br>whirley oiler: | HEAVY & HIGHWAY | BASE RATE       | \$25.45 |
|   |                 | FRINGE BENEFITS | 13.90   |

|  |                 |                 |         |
|--|-----------------|-----------------|---------|
| HEAVY HIGHWAY CLASS B2: Greaser on grease facilities servicing heavy equipment, all off road<br>material handling equipment, including articulating dump trucks: | HEAVY & HIGHWAY | BASE RATE       | \$25.85 |
|  |                 | FRINGE BENEFITS | 13.90   |

|  |                 |                 |         |
|--|-----------------|-----------------|---------|
| HEAVY HIGHWAY CLASS C: Bituminous distributor, burlap and curing machine, caisson drill and core<br>drill helper (track or skid mounted), cement gun, concrete saw, conveyor, deckhand oiler, grout pump,<br>hydraulic post driver, hydro seeder, mud jack, oiler, paving joint machine, power form handling<br>equipment, pump, roller (earth), steermen, tamping machine, tractors (under 50 H.P.) and vibrator: | HEAVY & HIGHWAY | BASE RATE       | \$25.17 |
|  |                 | FRINGE BENEFITS | 13.90   |

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

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|                              |  |                 |         |
|------------------------------|--|-----------------|---------|
| <b>PAINTERS:</b>             |  |                 |         |
| Brush, roller & paperhanger: |  | BASE RATE       | \$17.87 |
|                              |  | FRINGE BENEFITS | 9.10    |

|  |  |                 |         |
|--|--|-----------------|---------|
| Spray, sandblast, waterblast (4000+ PSI), fireproofing & lead abatement: |  | BASE RATE       | \$18.37 |
|  |  | FRINGE BENEFITS | 9.10    |

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|                    |  |                 |         |
|--------------------|--|-----------------|---------|
| <b>PLASTERERS:</b> |  | BASE RATE       | \$20.65 |
|                    |  | FRINGE BENEFITS | 5.85    |

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|                                    |  |                 |         |
|------------------------------------|--|-----------------|---------|
| <b>PLUMBERS &amp; PIPEFITTERS:</b> |  | BASE RATE       | \$30.00 |
|                                    |  | FRINGE BENEFITS | 15.56   |

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|   |  |                 |         |
|---|--|-----------------|---------|
| <b>ROOFERS: (Excluding Metal Roofs)</b> |  | BASE RATE       | \$16.65 |
|   |  | FRINGE BENEFITS | 4.95    |

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|  |  |                 |         |
|--|--|-----------------|---------|
| <b>SHEETMETAL WORKERS: (Including Metal Roofs)</b> |  | BASE RATE       | \$28.00 |
|  |  | FRINGE BENEFITS | 13.59   |

---

|                           |  |                 |         |
|---------------------------|--|-----------------|---------|
| <b>SPRINKLER FITTERS:</b> |  | BASE RATE       | \$30.14 |
|                           |  | FRINGE BENEFITS | 17.37   |

---

**TRUCK DRIVERS / BUILDING:**  
Truck Helper and Warehouseman:

|   |                  |         |
|---|------------------|---------|
| BUILDING  | BASE RATE        | \$19.05 |
|   | *FRINGE BENEFITS | 11.08   |
| Driver - 3 tons and under, Greaser, Tire Changer and Mechanic Helper:   |                  |         |
| BUILDING  | BASE RATE        | \$19.17 |
|   | *FRINGE BENEFITS | 11.08   |
| Driver - over 3 tons, Drivers, Semi-Trailer or Pole Trailer; Dump Trucks, Tandem Axle; Farm Tractor when used to pull building material or equipment:   |                  |         |
| BUILDING  | BASE RATE        | \$19.28 |
|   | *FRINGE BENEFITS | 11.08   |
| Drivers, Concrete Mixer Trucks (all types, hauling on job sites only); Truck Mechanics:   |                  |         |
| BUILDING  | BASE RATE        | \$19.35 |
|   | *FRINGE BENEFITS | 11.08   |
| Drivers, Euclid and other Heavy Earth Moving Equipment and Low Boy, Winch Truck and A-Frame Truck and Monorail Truck when used to transport building materials, Forklift Truck when used inside warehouse or storage area:  |                  |         |
| BUILDING  | BASE RATE        | \$19.45 |
|   | *FRINGE BENEFITS | 11.08   |
| <b>BUILDING TRUCK DRIVERS: Drivers working or hauling to or from any hazardous or toxic site will add \$4.00 to base rate. *TRUCK DRIVER FRINGE BENEFITS apply to employees who have been employed a minimum of twenty (20) calendar days within any ninety (90) consecutive day period of that employer.</b> |                  |         |

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**TRUCK DRIVERS / HEAVY HIGHWAY:**

|   |                 |                 |         |
|---|-----------------|-----------------|---------|
| Mobile batch truck helper:  | HEAVY & HIGHWAY | BASE RATE       | \$16.57 |
|   |                 | FRINGE BENEFITS | 7.34    |
| Greaser, tire changer and mechanic helper:  |                 |                 |         |
|   | HEAVY & HIGHWAY | BASE RATE       | \$16.68 |
|   |                 | FRINGE BENEFITS | 7.34    |
| Single axle dump, flatbed, semi-trailer or pole trailer when used to pull building materials and equipment, tandem axle dump, distributor and truck mechanic: |                 |                 |         |
|   | HEAVY & HIGHWAY | BASE RATE       | \$16.86 |
|   |                 | FRINGE BENEFITS | 7.34    |

**TRUCK DRIVERS / HEAVY HIGHWAY: CONTINUED**

Euclid and other heavy earthmoving equipment and lowboy, articulator cat, 5-axle vehicle, winch and A-frame when used in transporting materials, ross carrier, forklift when used to transport building materials, and pavement breaker:

|                 |                 |         |
|-----------------|-----------------|---------|
| HEAVY & HIGHWAY | BASE RATE       | \$16.96 |
|                 | FRINGE BENEFITS | 7.34    |

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END OF DOCUMENT  
CR-8-008  
JULY 30, 2013  
END OF SECTION

**PART VI**  
**CONTRACT AGREEMENT**  
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## **PART VI**

### **CONTRACT AGREEMENT**

THIS AGREEMENT, made on the 24<sup>th</sup> day of April, 2014, by and between **Lexington-Fayette Urban County Government**, acting herein called "OWNER" and O'Rourke Wrecking Company, doing business as a corporation located in the City of Cincinnati, County of Hamilton, and State of Ohio, hereinafter called "CONTRACTOR."

WITNESSETH: That the CONTRACTOR and the OWNER in consideration of Two Hundred Fifty-Two Thousand Dollars and No Cents (\$252,000.00) as quoted in the proposal by the CONTRACTOR, dated March 11, 2014, 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 Murphy, Graves and Trimble, PLLC for the Public Safety Operations Center Phase 1A: Demolition 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 thirty (30) calendar days. The time shall begin ten (10) calendar days after the CONTRACTOR is given the Notice to Proceed with the Work.

#### **3. ISSUANCE OF WORK ORDERS**

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

#### **4. THE CONTRACT SUM**

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

**5. PROGRESS PAYMENTS**

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

**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<br>NO. | TITLE                             | PAGES        |
|----------------|-----------------------------------|--------------|
| I              | Advertisement for Bids            | AB 1 thru 6  |
| II             | Information for Bidders           | IB 1 thru 9  |
| III            | Form of Proposal                  | P 1 thru 34  |
| IV             | General Conditions                | GC 1 thru 50 |
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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:

Mark Mallory, Deputy  
Clerk of the Urban County Council

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

Jim Gray  
MAYOR

JIM GRAY, Mayor  
(Title)

O'BOURKE WRECKING COMPANY  
(Contractor)

(Seal)

Victoria J. Curington  
(Secretary)\*

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

Jeremy J. Hudson  
JEREMY J. HUDSON

VICE PRESIDENT  
(Title)

Michelle A. O'Rourke  
(Witness)

660 LUNKEN PARK DR., CINTI, OH 45226  
(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.

ACORD™

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/20/2014

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

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

| <b>PRODUCER</b><br><b>USI Midwest Cincinnati</b><br><b>312 Elm Street, 24th Floor</b><br><b>Cincinnati, OH 45202</b><br><b>513 852-6300</b> | <b>CONTACT NAME:</b> Beth Malone<br><b>PHONE (A/C, No, Ext):</b> 513-852-6404 <b>FAX (A/C, No):</b> 610-537-4375<br><b>E-MAIL ADDRESS:</b> beth.malone@usi.biz   |                               |  |        |            |                                 |       |            |                                 |       |            |                        |       |            |                                 |       |            |                         |       |            |  |  |
|---|--|-------------------------------|--|--------|------------|---------------------------------|-------|------------|---------------------------------|-------|------------|------------------------|-------|------------|---------------------------------|-------|------------|-------------------------|-------|------------|--|--|
| <b>INSURED</b><br><b>O'Rourke Wrecking Co.</b><br><b>660 Lunken Park Drive</b><br><b>Cincinnati, OH 45226-1800</b>                          | <table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr> </thead> <tbody> <tr> <td>INSURER A:</td><td>Liberty Surplus Insurance Corpo</td><td>10725</td></tr> <tr> <td>INSURER B:</td><td>Starr Indemnity &amp; Liability Com</td><td>38318</td></tr> <tr> <td>INSURER C:</td><td>RSUI Indemnity Company</td><td>22314</td></tr> <tr> <td>INSURER D:</td><td>Chartis Specialty Insurance Com</td><td>26883</td></tr> <tr> <td>INSURER E:</td><td>Westfield Insurance Co.</td><td>24112</td></tr> <tr> <td>INSURER F:</td><td></td><td></td></tr> </tbody> </table> | INSURER(S) AFFORDING COVERAGE |  | NAIC # | INSURER A: | Liberty Surplus Insurance Corpo | 10725 | INSURER B: | Starr Indemnity & Liability Com | 38318 | INSURER C: | RSUI Indemnity Company | 22314 | INSURER D: | Chartis Specialty Insurance Com | 26883 | INSURER E: | Westfield Insurance Co. | 24112 | INSURER F: |  |  |
| INSURER(S) AFFORDING COVERAGE   |  | NAIC #                        |  |        |            |                                 |       |            |                                 |       |            |                        |       |            |                                 |       |            |                         |       |            |  |  |
| INSURER A:  | Liberty Surplus Insurance Corpo  | 10725                         |  |        |            |                                 |       |            |                                 |       |            |                        |       |            |                                 |       |            |                         |       |            |  |  |
| INSURER B:  | Starr Indemnity & Liability Com  | 38318                         |  |        |            |                                 |       |            |                                 |       |            |                        |       |            |                                 |       |            |                         |       |            |  |  |
| INSURER C:  | RSUI Indemnity Company   | 22314                         |  |        |            |                                 |       |            |                                 |       |            |                        |       |            |                                 |       |            |                         |       |            |  |  |
| INSURER D:  | Chartis Specialty Insurance Com  | 26883                         |  |        |            |                                 |       |            |                                 |       |            |                        |       |            |                                 |       |            |                         |       |            |  |  |
| INSURER E:  | Westfield Insurance Co.  | 24112                         |  |        |            |                                 |       |            |                                 |       |            |                        |       |            |                                 |       |            |                         |       |            |  |  |
| INSURER F:  |  |                               |  |        |            |                                 |       |            |                                 |       |            |                        |       |            |                                 |       |            |                         |       |            |  |  |

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE   | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS  |
|----------|---|-----------|----------|---------------|-------------------------|-------------------------|---|
| A        | GENERAL LIABILITY   |           |          | 100001618005  | 08/31/2013              | 08/31/2014              | EACH OCCURRENCE \$1,000,000                         |
|          | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY  |           |          |               |                         |                         | DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 |
|          | <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR                                      |           |          |               |                         |                         | MED EXP (Any one person) \$10,000                   |
|          | GEN'L AGGREGATE LIMIT APPLIES PER:  |           |          |               |                         |                         | PERSONAL & ADV INJURY \$1,000,000                   |
|          | <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC            |           |          |               |                         |                         | GENERAL AGGREGATE \$2,000,000                       |
|          |   |           |          |               |                         |                         | PRODUCTS - COMP/OP AGG \$2,000,000                  |
|          |   |           |          |               |                         |                         | <b>Policy Agg.</b> \$10,000,000                     |
| E        | AUTOMOBILE LIABILITY  |           |          | TRA6685152    | 08/31/2013              | 08/31/2014              | COMBINED SINGLE LIMIT (Ea accident) \$1,000,000     |
|          | <input checked="" type="checkbox"/> ANY AUTO  |           |          |               |                         |                         | BODILY INJURY (Per person) \$                       |
|          | <input type="checkbox"/> ALL OWNED AUTOS  |           |          |               |                         |                         | BODILY INJURY (Per accident) \$                     |
|          | <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS |           |          |               |                         |                         | PROPERTY DAMAGE (Per accident) \$                   |
| B        | UMBRELLA LIAB   |           |          | 1000020335    | 08/31/2013              | 08/31/2014              | EACH OCCURRENCE \$10,000,000                        |
|          | <input checked="" type="checkbox"/> EXCESS LIAB   |           |          |               |                         |                         | AGGREGATE \$10,000,000                              |
| C        | DED <input checked="" type="checkbox"/> RETENTION \$0   |           |          | NHA064824     | 08/31/2013              | 08/31/2014              | Occ/Agg \$9,000,000                                 |
|          | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY   |           |          |               |                         |                         | WVC STATUS- TORY LIMITS                             |
|          | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)   |           |          |               |                         |                         | OTH- ER   |
|          | If yes, describe under DESCRIPTION OF OPERATIONS below  |           |          |               |                         |                         | E.L. EACH ACCIDENT \$                               |
|          |   |           |          |               |                         |                         | E.L. DISEASE - EA EMPLOYEE \$                       |
|          |   |           |          |               |                         |                         | E.L. DISEASE - POLICY LIMIT \$                      |
| D        | Pollution Liab.   |           |          | CPO67927727   | 08/31/2013              | 08/31/2015              | \$5,000,000 Limit                                   |
| A        | Ohio Stop Gap   |           |          | 100001618005  | 08/31/2013              | 08/31/2014              | \$1,000,000 Limit                                   |

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

The General Liability and Automobile Liability policies include an automatic Additional Insured endorsement that provides Additional Insured status to the Certificate Holder, only when there is a written contract with the named insured that requires such status, and only with regard to work performed by or on behalf of the named insured. General Liability additional insured forms CG2010 0704 and CG2037 0704 apply - copies attached. The General Liability coverage applies on a primary and noncontributory basis when required by (See Attached Descriptions)

## CERTIFICATE HOLDER

## CANCELLATION

|   |   |
|---|---|
| <b>Lexington-Fayette Urban County</b><br><b>Government (LFUCG)</b><br><b>200 E. Main Street</b><br><b>Lexington, KY 40507</b> | <p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p> <p><i>James W. Chaffin</i></p> |
|---|---|

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## DESCRIPTIONS (Continued from Page 1)

written contract with the named insured subject to policy terms and conditions. The General Liability policy does not exclude XCU coverage.

Client#: 664269

OROURWRE1

ACORD™

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/14/2014

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

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

| <b>PRODUCER</b><br><b>USI Midwest Cincinnati</b><br><b>312 Elm Street, 24th Floor</b><br><b>Cincinnati, OH 45202</b><br><b>513 852-6300</b> | <b>CONTACT NAME:</b> Beth Malone<br><b>PHONE (A/C, No, Ext):</b> 513-852-6404 <b>FAX (A/C, No):</b> 610-537-4375<br><b>E-MAIL ADDRESS:</b> beth.malone@usi.biz<br><table border="1"> <tr> <th data-bbox="803 472 1404 493">INSURER(S) AFFORDING COVERAGE</th> <th data-bbox="1404 472 1533 493">NAIC #</th> </tr> <tr> <td data-bbox="803 493 1404 525"><b>INSURER A : Kentucky Employers' Mutual Insu</b></td> <td data-bbox="1404 493 1533 525"><b>10320</b></td> </tr> </table>   | INSURER(S) AFFORDING COVERAGE | NAIC # | <b>INSURER A : Kentucky Employers' Mutual Insu</b> | <b>10320</b> |                    |  |                    |  |                    |  |
|---|--|-------------------------------|--------|--|--------------|--------------------|--|--------------------|--|--------------------|--|
| INSURER(S) AFFORDING COVERAGE   | NAIC #   |                               |        |  |              |                    |  |                    |  |                    |  |
| <b>INSURER A : Kentucky Employers' Mutual Insu</b>  | <b>10320</b>   |                               |        |  |              |                    |  |                    |  |                    |  |
| <b>INSURED</b><br><b>O'Rourke Wrecking Co.</b><br><b>660 Lunken Park Drive</b><br><b>Cincinnati, OH 45226-1800</b>                          | <table border="1"> <tr><td data-bbox="803 525 1404 556"><b>INSURER B :</b></td><td data-bbox="1404 525 1533 556"></td></tr> <tr><td data-bbox="803 556 1404 588"><b>INSURER C :</b></td><td data-bbox="1404 556 1533 588"></td></tr> <tr><td data-bbox="803 588 1404 619"><b>INSURER D :</b></td><td data-bbox="1404 588 1533 619"></td></tr> <tr><td data-bbox="803 619 1404 651"><b>INSURER E :</b></td><td data-bbox="1404 619 1533 651"></td></tr> <tr><td data-bbox="803 651 1404 680"><b>INSURER F :</b></td><td data-bbox="1404 651 1533 680"></td></tr> </table> | <b>INSURER B :</b>            |        | <b>INSURER C :</b>                                 |              | <b>INSURER D :</b> |  | <b>INSURER E :</b> |  | <b>INSURER F :</b> |  |
| <b>INSURER B :</b>  |  |                               |        |  |              |                    |  |                    |  |                    |  |
| <b>INSURER C :</b>  |  |                               |        |  |              |                    |  |                    |  |                    |  |
| <b>INSURER D :</b>  |  |                               |        |  |              |                    |  |                    |  |                    |  |
| <b>INSURER E :</b>  |  |                               |        |  |              |                    |  |                    |  |                    |  |
| <b>INSURER F :</b>  |  |                               |        |  |              |                    |  |                    |  |                    |  |

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

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


| INSR LTR | TYPE OF INSURANCE  | ADDL INSR | SUBR WVD | POLICY NUMBER     | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS  |
|----------|--|-----------|----------|-------------------|-------------------------|-------------------------|---|
|          | <b>GENERAL LIABILITY</b><br><input type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC |           |          |                   |                         |                         | EACH OCCURRENCE \$<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$<br>MED EXP (Any one person) \$<br>PERSONAL & ADV INJURY \$<br>GENERAL AGGREGATE \$<br>PRODUCTS - COMP/OP AGG \$<br>\$        |
|          | <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS<br><input type="checkbox"/> HIRED AUTOS<br><input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> NON-OWNED AUTOS   |           |          |                   |                         |                         | COMBINED SINGLE LIMIT (Ea accident) \$<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$   |
|          | <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR<br><b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE<br>DED \$ RETENTION \$  |           |          |                   |                         |                         | EACH OCCURRENCE \$<br>AGGREGATE \$<br>\$  |
| A        | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input type="checkbox"/> N<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below   |           | N/A      | 382455 (Kentucky) | 08/31/2013              | 08/31/2014              | X WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/><br>E.L. EACH ACCIDENT \$500,000<br>E.L. DISEASE - EA EMPLOYEE \$500,000<br>E.L. DISEASE - POLICY LIMIT \$500,000 |

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

This Certificate is issued for insured operations usual to the Named Insureds business.

## CERTIFICATE HOLDER

## CANCELLATION

|   |  |
|---|--|
| <b>Lexington-Fayette Urban County Government (LFUCG)</b><br><b>200 E. Main Street</b><br><b>Lexington, KY 40507</b> | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br><br><b>AUTHORIZED REPRESENTATIVE</b><br> |
|---|--|

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**PART VII**

**PERFORMANCE AND PAYMENT BONDS**

1. PERFORMANCE BOND
2. PAYMENT BOND

**PART VII**

Bond # 33BCSGM1950

**PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS, that

O'Rourke Wrecking Company

(Name of CONTRACTOR)

660 Lunken Park Drive, Cincinnati, Ohio 45226

(Address of CONTRACTOR)

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

called Principal, and Hartford Fire Insurance Company

(Name of Surety)

690 Asylum Avenue, Hartford, Connecticut 06115

(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: Two hundred fifty two thousand and 00/100 -----  
Dollars, (\$ 252,000.00 ), for the payment of whereof Principal and Surety bind themselves, their heirs,  
executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal by written agreement is entering into a Contract with OWNER for  
Public Safety Operations Center Phase 1A: Demolition in accordance with drawings and  
specifications prepared by: (the Engineer) which Contract is by reference  
made a part hereof, and is hereinafter referred to as the Contract.

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

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

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

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

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

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



IN WITNESS WHEREOF, this instrument is executed in one each one of which shall be  
(number)  
deemed an original, this the 8<sup>th</sup> day of MAY, 20 14. X

ATTEST:

X Victoria L. Curington  
(Principal) Secretary

O'Rourke Wrecking Company  
Principal

BY: X Jeremy Hudson (s)  
Jeremy Hudson, VICE PRESIDENT  
660 Lunken Park Drive  
(Address)  
Cincinnati, Ohio 45226

X Jane Mark  
Witness as to Principal

X 660 LUNKEN PARK DRIVE  
(Address)  
CINCINNATI, OHIO 45226

ATTEST:

X Paulette M. Aerni  
(Surety) Secretary Paulette M. Aerni

Hartford Fire Insurance Company  
Surety  
BY: Anne Tierney  
Attorney-in-Fact Anne Tierney  
690 Asylum Avenue  
(Address)  
Hartford, Connecticut 06115

(SEAL)

X Linda L. Hogle  
Witness as to Surety  
312 Elm Street, 24th Floor  
(Address)  
Cincinnati, Ohio 45202

TITLE: Richard A. Davis, Witness  
Surety

BY: Richard A. Davis

TITLE: Linda L. Hogle, Witness

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

O'Rourke Wrecking Company

(Name of Contractor)

660 Lunken Park Drive, Cincinnati, Ohio 45226

(Address of Contractor)

a \_\_\_\_\_, hereinafter

corporation

(Corporation, Partnership or Individual)

called Principal, and Hartford Fire Insurance Company

(Name of Surety)

690 Asylum Drive, Hartford, Connecticut 06115

(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 Two hundred fifty two thousand and 00/100 ----- Dollars (\$ 252,000.00 ) the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal by written agreement is entering into a Contract with OWNER for Public Safety Operations Center Phase 1A 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 one counterparts, each one of  
(number)

which shall be deemed an original, this the 8<sup>th</sup> day of MAY, 2014. X

ATTEST:

X Victoria L. Curington  
(Principal) Secretary

O'Rourke Wrecking Company  
(Principal)

(SEAL)

BY: X Jeremy Hudson (s)  
JEREMY HUDSON, VICE PRESIDENT  
660 Lunken Park Drive  
(Address)  
Cincinnati, Ohio 45226

X Jane Monk  
(Witness to Principal)

X 660 LUNKEN PARK DRIVE  
(Address)  
X CINCINNATI, OHIO 45226

ATTEST:

Paulette M. Aerni  
(Surety) Secretary Paulette M. Aerni

Hartford Fire Insurance Company  
(Surety)

BY: Anne Tierney  
(Attorney-in-Fact) Anne Tierney

(SEAL)

Linda L. Hogle  
Witness as to Surety Linda L. Hogle  
312 Elm Street, 24th Floor  
(Address)  
Cincinnati, Ohio 45202

690 Asylum Avenue

(Address)

Hartford, Connecticut 06115

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

END OF SECTION

# POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD

BOND, T-4

One Hartford Plaza

Hartford, Connecticut 06155

call: 888-266-3488 or fax: 860-757-5835

Agency Code: 33-706055 & 33-703421

KNOW ALL PERSONS BY THESE PRESENTS THAT:

- ☒ Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- ☒ Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
- ☒ Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
- ☐ Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- ☐ Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
- ☐ Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
- ☐ Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
- ☐ Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, up to the amount of unlimited:

Cindy K. Main, Ralph E. Hodges of Columbus OH; Karen S. Austin of Ft. Thomas KY,  
Paul J. Schueler Jr., Frank J. Lech, Paulette M. Aerni, Thomas W. Chatham, Linda L. Hogle,  
Thomas D. Cassidy, Richard A. Davis, Anne Tierney, Louis R. Fisher of Cincinnati, OH

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on January 22, 2004 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



*Scott Sadowsky*

Scott Sadowsky, Assistant Secretary

*M. Ross Fisher*

M. Ross Fisher, Assistant Vice President

STATE OF CONNECTICUT

COUNTY OF HARTFORD

ss. Hartford

On this 3<sup>rd</sup> day of March, 2008, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



CERTIFICATE

*Scott E. Paseka*

Scott E. Paseka  
Notary Public

My Commission Expires October 31, 2012

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of *March 26, 2014*  
Signed and sealed at the City of Hartford.



*Gary W. Stumper*

Gary W. Stumper, Assistant Vice President

**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.                         | <u>Addendum #1</u> | Feb 28, 2014 |
| 2.                         | <u></u>            | <u></u>      |
| 3.                         | <u></u>            | <u></u>      |
| 4.                         | <u></u>            | <u></u>      |
| 5.                         | <u></u>            | <u></u>      |



Lexington-Fayette Urban County Government  
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Gray  
Mayor

William O'Mara  
Commissioner

**ADDENDUM #1**

Bid Number: 22-2014

Date: February 28, 2014

Subject: Public Safety Operations Center Phase 1A Demolition

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

**TO ALL PROSPECTIVE BIDDERS:**

SPECIFICATIONS:

1. Part VI Contract Agreement, #2 Scope of Work: replace paragraph with, "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 thirty (30) calendar days. The time shall begin ten calendar (10) days after the CONTRACTOR is given the Notice to Proceed with the Work."

DRAWINGS

1. Sheet AD1.1: REVISE this sheet as follows:
  - a. DELETE existing Keynote 4, and ADD new Keynote 4, as follows: "REMOVE portion of existing CMU wall to limits indicated horizontally, and vertically to the bottom of the existing structure above."
  - b. Refer to south exterior wall (along column line A). Where portions of this existing CMU wall are shown being removed at bays between structural grid lines 5 & 6, 6 & 7, 8 & 9, 11 & 12, and 15 & 16, delete removal of these portions of CMU wall from the contract, and the Keynote 4 adjacent to each. These future window openings will be removed as part of the Phase 1B (Renovation) contract, and not as part of this Phase 1A (Demolition) contract.
  - c. Refer to north exterior wall (along column line L). Where portions of this existing CMU wall are shown being removed at bays between structural grid lines 7 & 8, and 9 & 10, delete removal of these portions of CMU wall from the contract, and the Keynote 4 adjacent to each. These future window openings will be removed as part of the Phase 1B (Renovation) contract, and not as part of this Phase 1A (Demolition) contract.
  - d. Refer to the exterior CMU wall along column line C, on the south side of the West Courtyard E115. Where a portion of this existing CMU wall is shown being removed between structural grid lines 7 & 8, delete removal of this portion of CMU wall from the contract, and the Keynote 4

- adjacent to it. This future window opening will be removed as part of the Phase 1B (Renovation) contract, and not as part of this Phase 1A (Demolition) contract.
- c. REVISE Keynote 18, and its sub-keynotes. Removal (abatement) of existing VCT flooring shall be by Owner ("Not in Contract"). Removal of the other flooring systems will remain in this contract. REVISE these keynotes to read as follows:
    - i. "18. Existing VCT Flooring System shall be removed (abated) by Owner (Not in Contract)."
    - ii. "18.1 Remove Existing Ceramic Tile Flooring System."
    - iii. "18.2 Remove Existing Quarry Tile Flooring System."
    - iv. "18.3 Remove Existing Carpet Flooring System."
2. Sheet AD1.2: REVISE this sheet as follows:
    - a. DELETE existing Keynote 4, and ADD new Keynote 4, as follows: "REMOVE portion of existing CMU wall to limits indicated horizontally, and vertically to the bottom of the existing structure above."
    - b. Refer to north exterior wall (along column line L). Where a portion of this existing CMU wall is shown being removed between structural grid lines 28 & 29, delete removal of this portion of CMU wall from the contract, and the Keynote 4 adjacent to it. This future window opening will be removed as part of the Phase 1B (Renovation) contract, and not as part of this Phase 1A (Demolition) contract.
  3. Sheet AD3.0: REVISE this sheet as follows:
    - a. Refer to Keynote 4. This keynote shall be REVISED to read "Not Used". (The existing louver system shall remain).
  4. ADD Sheets A1.0, A1.1 and A1.2 (attached) to the construction documents of this Phase 1A Demolition contract. These sheets are Floor Plans from the Phase 1B Renovation Package. These three sheets are incomplete, and are "Not in Phase 1A Contract", but are included here as a reference tool for the demolition contractor.

QUESTIONS FROM BIDDERS: (Responses in Italics):

1. The Owner will remove all materials from the rooms.
  - *Response: Use caution with the term "all materials". Adhere to general notes and keynotes. For example, refer to Demolition General Note DN10, and Keynotes 10, 11, 12, etc.*
2. The contractor is responsible for the proper disposal of light ballasts and bulbs. Has your consultant provided a quantity in their asbestos survey?
  - *Response: No*
3. Confirm the spray-on fireproofing located on the precast double T slabs will remain and any patchwork will be performed by the next phase contract.
  - *Response: This is correct. This may be sprayed on fireproofing or sprayed on acoustic insulation.*
4. It is anticipated for the Owner to take at least a month to issue a notice to proceed after the bid opening. Then our start date will begin 10 (calendar or business?) days after notice to proceed has been received and the project is expected to be completed in 30 (calendar or business?) days.
  - *Response: Please see SPECIFICATIONS, #1 above.*
5. The proper removal of any refrigerant is our (contractor's) responsibility. The freon may be capped from the 5 salvaged DX coils.
  - *Response: Refer to Sheet DME1.1, Mechanical Demolition Notes 6 & 11.*
6. The equipment to be salvaged is to not only to be given to the Owner but also transported to another site. Please provide a list of equipment.
  - *Response: Refer to Sheet DME1.1 (Mechanical Demolition Keynotes 7 & 9), and Sheet DE1.1 (Electrical Demolition Keynotes 16 & 18). The salvaged equipment shall be transported to another site, within Lexington city limits. Owner will designate the final location.*



7. Note 4 identifies CMU walls that needs lintels placed and provided by others. Should the demolished wall openings that require a lintel be performed by the next phased contractor?

- Response: See notes under DR-41VINGS, above.

Pre-bid sign-in sheet attached.



Todd Slatin, Director  
Division of Central Purchasing

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

COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

SIGNATURE OF BIDDER: \_\_\_\_\_

**SIGN-IN SHEET**  
**Pre-Bid #22-2014 - Public Safety Operations Center Phase 1A - Demolition**  
**February 25, 2014 @ 9:00 AM**

| Representative  | Company Name                 | Phone#         | Email Address                       |
|-----------------|------------------------------|----------------|-------------------------------------|
| Sondra Stone    | LFUCG                        | 859-258-3320   | sstone@lexingtonky.gov              |
| Marilyn Clark   | LFUCG                        | 859-258-3323   | mclark@lexingtonky.gov ✓            |
| STEVE CHERRY    | MURPHY GRAVED TRIMBLE        | 502-727-4179   | scherry@mgtkr.com                   |
| VIR KETCHUMSON  | CONCRETE CRACK CO. KENTON KY | 859-233-0367   | jim@CONCRETECRACKCOMPANY.COM        |
| BILL MARTIN     | NCM DEMOLITION + REMEDIATION | (513) 376-9858 | BIMART INC NCM GROUP.COM            |
| Clay Mason      | LFUCG                        | 258-3290       | cmason2@lexingtonky.gov             |
| TERRY GIOVENS   | Honeycuff Mech               | 233-4436       | tgiovens@honeycuffmech.net          |
| DAVID PERKINS   | PERKINS WRECKING             | 258-9769       | DAVIDPERKINS@PERKINSWRECKING.COM    |
| PAUL STERNOWSKI | E.C. MATTHEWS CO             | 278-3131       | lshernwood@ecmatthews.com           |
| LUISA MORETZ    | BEST DEMOLITION COMPANY      | 989-372-5378   | SCOTT@BESTDEM.US                    |
| Sarah Perkins   | Lexington Contracting LLC    | 859-281-6881   | perkins@lexingtoncontractingllc.com |
| NORMAN PERKINS  | SUPERIOR WRECKING CO         | 859-258-3329   | norman@superiorwrecking.com         |
| Joe McWilliams  | CHY Lundhill Staff Recycling | 859-699-2601   | Joe@CHYLundhill.com                 |
| Louise Wehners  | LFUCG                        | 621-2170       | Lwehners@lexingtonky.gov ✓          |
| Sean Edwards    | S:D Construction             | 859-226-0083   | seanedwards89@gmail.com             |
| Scott Ferguson  | RBR                          | 502-381-5286   | ASFERRE@bellsouth.net               |
| Jeffrey Wehners | LFUCG                        | 859-425-2221   | Mario@lexingtonky.gov               |
| Scott Hillman   | O'ROURKE WRECKING            | 513 871-1400   | BRO@OROURKEWRECKING.COM             |

Mike McWilliam      Evans

613 271-3119

mmosiller@theevansgroupinc.com

**PART IX**

**TECHNICAL SPECIFICATIONS**

## SECTION 011000 - SUMMARY

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. Section Includes:

- 1. Project information.
- 2. Work covered by Contract Documents.
- 3. Phased construction.
- 4. Work by Owner.
- 5. Work under separate contracts.
- 6. Future work.
- 7. Purchase contracts.
- 8. Owner-furnished products.
- 9. Contractor-furnished, Owner-installed products.
- 10. Access to site.
- 11. Coordination with occupants.
- 12. Work restrictions.
- 13. Specification and drawing conventions.
- 14. Miscellaneous provisions.

- B. Related Requirements:

- 1. Section 015000 "Temporary Facilities and Controls" for limitations and procedures governing temporary use of Owner's facilities.

#### 1.3 PROJECT INFORMATION

- A. Project Identification: Lexington Fayette Urban County Government – Public Safety Operations Center (LFUCG – PSOC).

- 1. Project Location: 115 Cisco Road, Lexington, Kentucky 40504.

- B. Owner: Lexington Fayette Urban County Government, 200 East Main Street, Lexington, Kentucky 40508

- 1. Owner's Representative: Rick Curtis, Public Safety

- C. Architect: Murphy+Graves+Trimble, Architects. 3399 Tates Creek Road, Suite 250, Lexington, Kentucky 40502
- D. Architect's Consultants: The Architect has retained the following design professionals who have prepared designated portions of the Contract Documents:
  - 1. Civil Engineering: Palmer Engineering Co. 301 East Main Street, Suite 900, Lexington, Kentucky 40507
  - 2. Structural Engineering: Bacon Farmer Workman. 403 North Court Street, Marion, Illinois 62959
  - 3. Mechanical/Electrical Engineering: Marcum Engineering. 500 South 17<sup>th</sup> Street, Paducah, Kentucky 42002
- E. Other Owner Consultants: The Owner has retained the following design professionals who serve in an advisory and review role for the Owner:
  - 1. Mission Critical Partners (MCP): 690 Gray's Woods Boulevard, Port Matilda, Pennsylvania 16870
  - 2. Schrader Group Architecture (SG): 161 Leverington Avenue, Suite 105, Philadelphia, Pennsylvania 19127

#### 1.4 WORK COVERED BY CONTRACT DOCUMENTS

- A. The Work of Project is defined by the Contract Documents and consists of the following:
  - 1. Project consists of demolition of various components of the existing one story building at 115 Cisco Road. This demolition package is in preparation for the future renovation of the existing facility (formerly the Juvenile Detention Facility) to serve as the new Public Safety Operations Center for Lexington Fayette Urban County Government (LFUCG – PSOC).

The various building components to be demolished include concrete masonry walls, precast concrete, doors, windows, ceiling systems, and flooring systems.  
Demolition of various mechanical, plumbing and electrical system components is also part of the scope of work.

Subsequent to this Phase 1A project, future projects for the site include the following:

    - a. Phase 1B: Renovation of the existing facility east of Column Line 5. This Phase 1B project will also include removal and replacement of the existing roof system for the entire building.
    - b. Phase 2: Renovation of the existing facility west of Column Line 6.

Construction work scope and schedule for Phase 1B project will be ongoing during much of this Phase 1A project. The Phase 1A Project Contractor shall maintain ongoing daily coordination with the Phase 1B Contractor to insure smooth coordination of both projects.
- B. Type of Contract:
  - 1. Project 1A will be constructed under a single prime contract.

1.5 WORK UNDER SEPARATE CONTRACTS

- A. General: Cooperate fully with separate contractors so work on those contracts may be carried out smoothly, without interfering with or delaying work under this Contract or other contracts. Coordinate the Work of this Contract with work performed under separate contracts.
- B. Preceding Work: Owner will award separate contract for the following construction operations at Project site. Those operations are scheduled to be substantially complete before work under this Contract begins.
  - 1. Abatement of some of the flooring materials.
- C. Subsequent Work: Owner will award separate contracts for the following additional work at site before and after Substantial Completion. Completion of that subsequent work will depend on successful completion of preparatory work under this Contract.
  - 1. Phase 1B: Renovation of building areas east of Column Line 5.
  - 2. Phase 2: Demolition and Renovation of building areas west of Column Line 6.

1.6 ACCESS TO SITE

- A. General: Contractor shall have full use of Project site for construction operations during construction period. Contractor's use of Project site is limited only by Owner's right to perform work or to retain other contractors on portions of Project.
- B. Use of Site: Limit use of Project site to work in areas indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.
- C. Condition of Existing Building: Maintain portions of existing building affected by construction operations in a weathertight condition throughout construction period. Repair damage caused by construction operations.

1.7 WORK RESTRICTIONS

- A. Work Restrictions, General: Comply with restrictions on construction operations.
  - 1. Comply with limitations on use of public streets and with other requirements of authorities having jurisdiction.
- B. On-Site Work Hours: Limit work in the existing building to normal business working hours of 6:00 a.m. to 6:00 p.m., Monday through Friday, unless otherwise indicated.
- C. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after providing temporary utility services according to requirements indicated:
  - 1. Notify Owner not less than two days in advance of proposed utility interruptions.
  - 2. Obtain Owner's written permission before proceeding with utility interruptions.

- D. Noise, Vibration, and Odors: Coordinate operations that may result in high levels of noise and vibration, odors, or other disruption to Owner occupancy with Owner.
  - 1. Notify Owner not less than two days in advance of proposed disruptive operations.
  - 2. Obtain Owner's written permission before proceeding with disruptive operations.
- E. Nonsmoking Building: Smoking is not permitted within the building or within 25 feet of entrances, operable windows, or outdoor-air intakes.
- F. Controlled Substances: Use of tobacco products and other controlled substances on Project site is not permitted.
- G. Employee Screening: Comply with Owner's requirements for drug and background screening of Contractor personnel working on Project site.
  - 1. Maintain list of approved screened personnel with Owner's representative.

#### 1.8 SPECIFICATION AND DRAWING CONVENTIONS

- A. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
  - 1. Imperative mood and streamlined language are generally used in the Specifications. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.
  - 2. Specification requirements are to be performed by Contractor unless specifically stated otherwise.
- B. Division 01 General Requirements: Requirements of Sections in Division 01 apply to the Work of all Sections in the Specifications.
- C. Drawing Coordination: Requirements for materials and products identified on Drawings are described in detail in the Specifications. One or more of the following are used on Drawings to identify materials and products:
  - 1. Terminology: Materials and products are identified by the typical generic terms used in the individual Specifications Sections.
  - 2. Abbreviations: Materials and products are identified by abbreviations scheduled on Drawings.
  - 3. Keynoting: Materials and products are identified by reference keynotes referencing Specification Section numbers found in this Project Manual.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 011000



## SECTION 013233 - PHOTOGRAPHIC DOCUMENTATION

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. Section includes administrative and procedural requirements for the following:
  - 1. Preconstruction photographs.
  - 2. Periodic construction photographs.
  - 3. Final completion construction photographs.
- B. Related Requirements:
  - 1. Section 013300 "Submittal Procedures" for submitting photographic documentation.
  - 2. Section 024119 "Selective Structure Demolition" for photographic documentation before selective demolition operations commence.

#### 1.3 INFORMATIONAL SUBMITTALS

- A. Key Plan: Submit key plan of Project site and building with notation of vantage points marked for location and direction of each photograph. Include same information as corresponding photographic documentation.
- B. Digital Photographs: Submit image files within three days of taking photographs.
  - 1. Digital Camera: Minimum sensor resolution of 8 megapixels.
  - 2. Format: Minimum 3200 by 2400 pixels, in unaltered original files, with same aspect ratio as the sensor, uncropped, date and time stamped, in folder named by date of photograph, accompanied by key plan file.
  - 3. Identification: Provide the following information with each group of images in file metadata tag:
    - a. Name of Project.
    - b. Name and contact information for photographer.
    - c. Name of Architect.
    - d. Name of Contractor.
    - e. Date photograph was taken.
    - f. Unique sequential identifier keyed to accompanying key plan.

1.4 QUALITY ASSURANCE

- A. Photographer Qualifications: An individual who has been regularly engaged as a professional photographer of construction projects for not less than three years.

1.5 USAGE RIGHTS

- A. Obtain and transfer copyright usage rights from photographer to Owner for unlimited reproduction of photographic documentation.

PART 2 - PRODUCTS

2.1 PHOTOGRAPHIC MEDIA

- A. Digital Images: Provide images in JPG format, produced by a digital camera with minimum sensor size of 8 megapixels, and at an image resolution of not less than 3200 by 2400 pixels.

PART 3 - EXECUTION

3.1 CONSTRUCTION PHOTOGRAPHS

- A. Photographer: Engage a qualified photographer to take construction photographs.
- B. General: Take photographs using the maximum range of depth of field, and that are in focus, to clearly show the Work. Photographs with blurry or out-of-focus areas will not be accepted.
  - 1. Maintain key plan with each set of construction photographs that identifies each photographic location.
- C. Digital Images: Submit digital images exactly as originally recorded in the digital camera, without alteration, manipulation, editing, or modifications using image-editing software.
  - 1. Date and Time: Include date and time in file name for each image.
  - 2. Field Office Images: Maintain one set of images accessible in the field office at Project site, available at all times for reference. Identify images in the same manner as those submitted to Architect.
- D. Preconstruction Photographs: Before commencement of demolition, take photographs of Project site and surrounding properties, including existing items to remain during construction, from different vantage points, as directed by Architect.
  - 1. Take 20 photographs to show existing conditions adjacent to property before starting the Work.
  - 2. Take 20 photographs of existing buildings either on or adjoining property to accurately record physical conditions at start of construction.

3. Take additional photographs as required to record settlement or cracking of adjacent structures, pavements, and improvements.
  - E. Periodic Construction Photographs: Take 20 photographs weekly, with timing each month adjusted to coincide with the cutoff date associated with each Application for Payment. Select vantage points to show status of construction and progress since last photographs were taken.
  - F. Architect-Directed Construction Photographs: From time to time, Architect will instruct photographer about number and frequency of photographs and general directions on vantage points. Select actual vantage points and take photographs to show the status of construction and progress since last photographs were taken.
  - G. Final Completion Construction Photographs: Take 20 color photographs after date of Substantial Completion for submission as project record documents. Architect will inform photographer of desired vantage points.
1. Do not include date stamp.

END OF SECTION 013233

## SECTION 013300 - SUBMITTAL PROCEDURES

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. Section includes requirements for the submittal schedule and administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other submittals.

#### 1.3 DEFINITIONS

- A. Action Submittals: Written and graphic information and physical samples that require Architect's responsive action. Action submittals are those submittals indicated in individual Specification Sections as "action submittals."
- B. Informational Submittals: Written and graphic information and physical samples that do not require Architect's responsive action. Submittals may be rejected for not complying with requirements. Informational submittals are those submittals indicated in individual Specification Sections as "informational submittals."
- C. File Transfer Protocol (FTP): Communications protocol that enables transfer of files to and from another computer over a network and that serves as the basis for standard Internet protocols. An FTP site is a portion of a network located outside of network firewalls within which internal and external users are able to access files.
- D. Portable Document Format (PDF): An open standard file format licensed by Adobe Systems used for representing documents in a device-independent and display resolution-independent fixed-layout document format.

#### 1.4 ACTION SUBMITTALS

- A. Submittal Schedule: Submit a schedule of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, ordering, manufacturing, fabrication, and delivery when establishing dates. Include additional time required for making corrections or revisions to submittals noted by Architect and additional time for handling and reviewing submittals required by those corrections.
  - 1. Coordinate submittal schedule with list of subcontracts, the schedule of values, and Contractor's construction schedule.

2. Initial Submittal: Submit concurrently with startup construction schedule. Include submittals required during the first 60 days of construction. List those submittals required to maintain orderly progress of the Work and those required early because of long lead time for manufacture or fabrication.
3. Final Submittal: Submit concurrently with the first complete submittal of Contractor's construction schedule.
  - a. Submit revised submittal schedule to reflect changes in current status and timing for submittals.
4. Format: Arrange the following information in a tabular format:
  - a. Scheduled date for first submittal.
  - b. Specification Section number and title.
  - c. Submittal category: Action; informational.
  - d. Name of subcontractor.
  - e. Description of the Work covered.
  - f. Scheduled date for Architect's final release or approval.
  - g. Scheduled date of fabrication.
  - h. Scheduled dates for purchasing.
  - i. Scheduled dates for installation.
  - j. Activity or event number.

#### 1.5 SUBMITTAL ADMINISTRATIVE REQUIREMENTS

- A. Architect's Digital Data Files: Electronic digital data files of the base floor plan of the Contract Drawings will be provided by Architect for Contractor's use in preparing submittals.
  1. Architect will furnish Contractor one set of digital data drawing files of the floor plan of the Contract Drawings for use in preparing Shop Drawings.
    - a. Architect makes no representations as to the accuracy or completeness of digital data drawing files as they relate to the Contract Drawings.
    - b. Digital Drawing Software Program: The Contract Drawings are available in AutoCAD.
    - c. Contractor shall execute a data licensing agreement in the form of AIA Document C106, Digital Data Licensing Agreement.
    - d. The following digital data files will be furnished:
      - 1) Floor plan.
      - 2) Reflected ceiling plan.
- B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
  1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
  2. Submit all submittal items required for each Specification Section concurrently unless partial submittals for portions of the Work are indicated on approved submittal schedule.

3. Submit action submittals and informational submittals required by the same Specification Section as separate packages under separate transmittals.
  4. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.
    - a. Architect reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
- C. Processing Time: Allow time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Architect's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.
1. Initial Review: Allow 15 days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Architect will advise Contractor when a submittal being processed must be delayed for coordination.
  2. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.
  3. Resubmittal Review: Allow 15 days for review of each resubmittal.
  4. Sequential Review: Where sequential review of submittals by Architect's consultants, Owner, or other parties is indicated, allow 21 days for initial review of each submittal.
  5. Concurrent Consultant Review: Where the Contract Documents indicate that submittals may be transmitted simultaneously to Architect and to Architect's consultants, allow 15 days for review of each submittal. Submittal will be returned to Architect before being returned to Contractor.
- D. Electronic Submittals: Identify and incorporate information in each electronic submittal file as follows:
1. Assemble complete submittal package into a single indexed file incorporating submittal requirements of a single Specification Section and transmittal form with links enabling navigation to each item.
  2. Name file with submittal number or other unique identifier, including revision identifier.
    - a. File name shall use project identifier and Specification Section number followed by a decimal point and then a sequential number (e.g., LNHS-061000.01). Resubmittals shall include an alphabetic suffix after another decimal point (e.g., LNHS-061000.01.A).
  3. Provide means for insertion to permanently record Contractor's review and approval markings and action taken by Architect.
  4. Transmittal Form for Electronic Submittals: Use software-generated form from electronic project management software acceptable to Owner, containing the following information:
    - a. Project name.
    - b. Date.
    - c. Name and address of Architect.
    - d. Name of Construction Manager.

- e. Name of Contractor.
  - f. Name of firm or entity that prepared submittal.
  - g. Names of subcontractor, manufacturer, and supplier.
  - h. Category and type of submittal.
  - i. Submittal purpose and description.
  - j. Specification Section number and title.
  - k. Specification paragraph number or drawing designation and generic name for each of multiple items.
  - l. Drawing number and detail references, as appropriate.
  - m. Location(s) where product is to be installed, as appropriate.
  - n. Related physical samples submitted directly.
  - o. Indication of full or partial submittal.
  - p. Transmittal number, numbered consecutively.
  - q. Submittal and transmittal distribution record.
  - r. Other necessary identification.
  - s. Remarks.
5. Metadata: Include the following information as keywords in the electronic submittal file metadata:
- a. Project name.
  - b. Number and title of appropriate Specification Section.
  - c. Manufacturer name.
  - d. Product name.
- E. Options: Identify options requiring selection by Architect.
- F. Deviations and Additional Information: On an attached separate sheet, prepared on Contractor's letterhead, record relevant information, requests for data, revisions other than those requested by Architect on previous submittals, and deviations from requirements in the Contract Documents, including minor variations and limitations. Include same identification information as related submittal.
- G. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.
- 1. Note date and content of previous submittal.
  - 2. Note date and content of revision in label or title block and clearly indicate extent of revision.
  - 3. Resubmit submittals until they are marked with approval notation from Architect's action stamp.
- H. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.
- I. Use for Construction: Retain complete copies of submittals on Project site. Use only final action submittals that are marked with approval notation from Architect's action stamp.

## PART 2 - PRODUCTS

### 2.1 SUBMITTAL PROCEDURES

- A. General Submittal Procedure Requirements: Prepare and submit submittals required by individual Specification Sections. Types of submittals are indicated in individual Specification Sections.
  - 1. Post electronic submittals as PDF electronic files directly to Architect's FTP site specifically established for Project.
    - a. Architect will return annotated file. Annotate and retain one copy of file as an electronic Project record document file.
  - 2. Submit electronic submittals via email as PDF electronic files.
    - a. Architect will return annotated file. Annotate and retain one copy of file as an electronic Project record document file.
  - 3. Certificates and Certifications Submittals: Provide a statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity.
    - a. Provide a digital signature with digital certificate on electronically submitted certificates and certifications where indicated.
    - b. Provide a notarized statement on original paper copy certificates and certifications where indicated.
- B. Contractor's Construction Schedule: Comply with requirements specified in Section 013200 "Construction Progress Documentation."
- C. Application for Payment and Schedule of Values: Comply with requirements specified in Section 012900 "Payment Procedures."
- D. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, contact information of architects and owners, and other information specified.
- E. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of Welding Procedure Specification and Procedure Qualification Record on AWS forms. Include names of firms and personnel certified.



### PART 3 - EXECUTION

#### 3.1 CONTRACTOR'S REVIEW

- A. Action and Informational Submittals: Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with General Contractor's Approval Stamp before submitting to Architect.
- B. Approval Stamp: Stamp each submittal with a uniform, approval stamp. Include Project name and location, submittal number, Specification Section title and number, name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents. Submittals that do not include the Contractor's Approval Stamp will be returned to the Contractor without review.

#### 3.2 ARCHITECT'S ACTION

- A. Action Submittals: Architect will review each submittal, make marks to indicate corrections or revisions required, and return it. Architect will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action.
- B. Informational Submittals: Architect will review each submittal and will not return it, or will return it if it does not comply with requirements. Architect will forward each submittal to appropriate party.
- C. Partial submittals prepared for a portion of the Work will be reviewed when use of partial submittals has received prior approval from Architect.
- D. Incomplete submittals are unacceptable, will be considered nonresponsive, and will be returned for resubmittal without review.
- E. Submittals not required by the Contract Documents may be returned by the Architect without action.

END OF SECTION 013300

**PUBLIC SAFETY OPERATIONS CENTER**  
**LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**  
**LEXINGTON, KENTUCKY**  
**MARCUM NO. 13618**  
**MPE SPECIFICATIONS INDEX**

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## SECTION 230000 - GENERAL PROVISIONS FOR MECHANICAL

### PART 1 - GENERAL

#### 1.1 SCOPE

- A. Special Conditions section and General Requirements section are made part of this Division.
- B. This Division includes the sections, but not necessarily limited to, listed in the Division Table of Contents.

#### 1.2 GENERAL

- A. The work included in this division consists of furnishing all labor, equipment, transportation, supplies, material, appurtenances and services necessary for the satisfactory demolition of the Mechanical Systems indicated or specified in the Contract Documents.
- B. Any materials, labor, equipment or services not mentioned specifically herein which may be necessary to complete demolition of any part of the Mechanical Systems in a substantial manner, in compliance with the requirements stated, implied or intended in the drawings and/or specifications, shall be included as part of this Contract.

#### 1.3 INTENT

- A. Details not usually shown or specified, but necessary for the proper demolition of systems, equipment, materials, etc., shall be included in the work, the same as if herein specified or indicated.

#### 1.4 EXAMINATION OF SITE AND CONDITIONS

- A. Each Proposer shall inform himself of all conditions under which the work is to be performed, the site of the work, the structure of the ground, above and below grade, the obstacles that may be encountered, the availability and location of necessary facilities and all relevant matters concerning the work. Each Proposer shall also fully acquaint himself with all existing conditions as to ingress and egress, distance of haul from supply points, routes for transportation of materials, facilities and services, availability of utilities, etc. His proposal shall cover all expenses or disbursements in connection with such matters and conditions. No allowance will be made for lack of knowledge concerning such conditions after bids are accepted.

#### 1.5 DRAWINGS AND SPECIFICATIONS

- A. The drawings are diagrammatic only and indicate the general arrangement of the work to be followed. If deviations from the layouts are necessitated by field conditions, detailed layouts of

the proposed departures shall be submitted to the Engineer for approval before proceeding with the work. The drawings are not intended to show every item, which may be necessary to complete demolition of the systems. All Proposers shall anticipate that additional items may be required and submit their bid accordingly.

- B. The drawings and specifications are intended to supplement each other. No Proposer shall take advantage of conflict between them, or between parties of either. Should this condition exist, the Proposer shall request a clarification not less than twelve days prior to the submission of the proposal so that the condition may be clarified by Addendum. In the event that such a condition arises after work is started, the interpretation of the Engineer shall be final.
- C. The drawings and specifications shall be considered to be cooperative and anything appearing in the specifications, which may not be indicated on the drawings or conversely, shall be considered as part of the Contract and must be executed the same as though indicated by both.
- D. Should conflict or overlap (duplication) of work between the various trades become evident, this shall be called to the attention of the Engineer. In such event neither trade shall assume that he is to be relieved of the work which is specified under his branch until instructions in writing are received from the Engineer.
- E. Where on the Drawings a portion of the work is drawn out and the remainder is indicated in outline, or not indicated at all, the parts drawn out shall apply to all other like portions of the work. Where ornamentation or other detail is indicated by starting only, such detail shall be continued throughout the courses or parts in which it occurs and shall also apply to all other similar parts of the work, unless otherwise indicated.
- F. Where on the Contract Documents the word typical is used, it shall mean that the work method or means indicated as typical shall be repeated in and each time it occurs whether indicated or not.

#### 1.6 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

- A. By execution of this Contract, the Contractor warrants that he has visited the site of the proposed work, and fully acquainted himself with the conditions there existing relating to construction and labor and that he fully understands the facilities, difficulties, and restrictions attending the execution of the work under Contract. The Contractor further warrants that he has thoroughly examined and is familiar with the drawings, specifications and all other documents comprising the Contract. The Contractor further warrants that by execution of this Contract, his failure, when he was bidding on this Contract, to receive or examine any form, instrument, or document, or to visit the site and acquaint himself with the conditions there existing, in no way relieves the Contractor. The Contractor agrees that the Owner shall be justified in rejecting any claim based on facts regarding conditions for which he should have been on prior notice.
- B. Before or performing any work, the Contractor shall verify all measurements at the work site. Any difference between dimensions on the Drawings and actual measurements shall be brought to the Engineer's attention for his consideration before the work may proceed. No extra compensation will be allowed because of difference between actual measurements and

dimensions indicated on the Drawings. The Contractor shall assume full responsibility for accuracy of measurements obtained at the Work Site.

- C. All subcontractors shall familiarize themselves with all of the conditions relating to this Contract since the terms set forth in the General Conditions binds all subcontractors to the Contract.

#### 1.7 STRUCTURAL RESPONSIBILITY

- A. This contractor, in performing demolition and related work, shall be responsible for properly bracing, supporting, etc., any construction to guard against cracking settling, collapsing, displacing or weakening. No structural member shall be cut or otherwise weakened in any manner without the expressed consent of the Engineer.

#### 1.8 UTILITIES

- A. Work confronting existing utilities shall be coordinated with the regulatory agencies and utility companies. Liability for damage to adjacent property and/or utilities shall be the burden of the contractor.

#### 1.9 PROTECTION OF THE BUILDING

- A. This contractor shall not store materials or equipment on any roof of floor of any building in such quantity that these parts of the building will be overloaded in any way.
- B. This contractor shall exercise care and shall confine all work within the contact limit lines.

#### 1.10 PROTECTION OF STORED EQUIPMENT

- A. Provide suitable storage for, and completely protect all materials to be stored. Storage shall be dry, clean and safe. Any materials damaged, deteriorated, or defaced due to improper storage shall be fully repaired, refinished or replaced, as directed by the Engineer, and any materials lost through theft or mishandling shall be replaced, all without additional cost to the Owner.

#### 1.11 COORDINATION BETWEEN TRADES

- A. Work under this Division shall be coordinated with work of the other Divisions.

#### 1.12 CODES AND STANDARDS

- A. Pertinent Federal, State and Local requirements and regulations are hereby made part of this contract. In case of conflict between Contract Documents and above listed requirements, the latter shall govern. Requirements of authority having local jurisdiction shall supersede all other requirements. Use of the term "code" in sections of the specification refers to applicable requirements and regulations of above agencies.
- B. Compliance with the Occupational Safety and Health Act shall be the responsibility of the contractor and under no circumstances shall the Engineer be an authority or be held responsible for any acts concerning this regulation.
- C. All equipment and material shall meet the minimum requirements of seismic bracing as governed by the authority having jurisdiction.

1.13 PROJECT CLEAN-UP

- A. The Contractor shall export off site, all debris resulting from work under this Division. Burning of debris at the project site is not permitted.
- B. Each contractor shall maintain his portion of this project in a neat and orderly fashion, disposing of debris, cartons, crates and boxes as the contents are demoed from the project. This clean up shall be accomplished each day in order not to create hardships on the other trades.

1.14 OBSOLETE OR REMOVED EQUIPMENT AND MATERIALS

- A. The contractor shall remove all existing materials and equipment as shown on the plans and specified.
- B. Unless otherwise specifically stated in the specifications or shown on the drawings, all such removed material and equipment, not to be reused, shall be removed from the site and disposed of in a proper manner.

1.15 PERMITS, FEES AND CERTIFICATES

- A. Each respective contractor shall obtain and pay all permits and licenses required by Federal, State and Local Ordinances for his type work. All fees in connection with inspections, permits, licenses, approvals, etc. shall be paid by the contractor whose work is affected.

1.16 MECHANICAL CONTRACTOR QUALIFICATIONS

- A. The successful Mechanical Contracting Firm for this project shall have:
  - 1. Master and Journeyman Plumber's License.
  - 2. Boiler Contractor License.

3. Heating, Ventilation and Air Conditioning Master Contractor and Journeyman Mechanic License.

PART 2 – PRODUCTS (Not Used)

PART 3 – EXECUTION (Not Used)

END OF SECTION 230000

## SECTION 230500 - COMMON WORK RESULTS FOR MECHANICAL

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. This Section includes the following:

1. Demolition.

### PART 2 - PRODUCTS (Not Used)

### PART 3 - EXECUTION

#### 3.1 DEMOLITION

- A. Disconnect, demolish, and remove systems, equipment, and components indicated to be removed.

1. Piping to Be Removed: Remove entire piping system when section of system are illustrated on plans.
2. Equipment to Be Removed: Disconnect and remove equipment with all associated appurtenances.
3. Ducts to Be Removed: Remove all ducts.

#### 3.2 PIPING JOINT CONSTRUCTION

- A. Soldered Joints: Apply ASTM B 813, water-flushable flux, unless otherwise indicated, to tube end. Construct joints according to ASTM B 828 or CDA's "Copper Tube Handbook," using lead-free solder alloy complying with ASTM B 32.
- B. Brazed Joints: Construct joints according to AWS's "Brazing Handbook," "Pipe and Tube" Chapter, using copper-phosphorus brazing filler metal complying with AWS A5.8.
- C. Threaded Joints: Thread pipe with tapered pipe threads according to ASME B1.20.1. Cut threads full and clean using sharp dies. Ream threaded pipe ends to remove burrs and restore full ID. Join pipe fittings and valves as follows:
1. Apply appropriate tape or thread compound to external pipe threads unless dry seal threading is specified.
  2. Damaged Threads: Do not use pipe or pipe fittings with threads that are corroded or damaged. Do not use pipe sections that have cracked or open welds.



- D. Plastic Piping Solvent-Cement Joints: Clean and dry joining surfaces. Join pipe and fittings according to the following:
1. Comply with ASTM F 402, for safe-handling practice of cleaners, primers, and solvent cements.
  2. CPVC Piping: Join according to ASTM D 2846/D 2846M Appendix.
  3. PVC Pressure Piping: Join schedule number ASTM D 1785, PVC pipe and PVC socket fittings according to ASTM D 2672. Join other-than-schedule-number PVC pipe and socket fittings according to ASTM D 2855.
  4. PVC Non-pressure Piping: Join according to ASTM D 2855.

END OF SECTION 230500

SECTION 260000 - GENERAL PROVISIONS FOR ELECTRICAL

PART 1 – GENERAL

1.1 SCOPE

- A. Special Conditions section and General Requirements section are made part of this Division.
- B. This Division includes the sections, but not necessarily limited to, listed in the Division Table of Contents.

1.2 GENERAL

- A. The work included in this division consists of furnishing all labor, equipment, transportation, excavation, backfill, supplies, material, appurtenances and services necessary for the satisfactory demolition of the Electrical Systems indicated or specified in the Contract Documents.
- B. Any materials, labor, equipment or services not mentioned specifically herein which may be necessary to complete demolition of the Electrical Systems in a substantial manner, in compliance with the requirements stated, implied or intended in the drawings and/or specifications, shall be included as part of this Contract.

1.3 INTENT

- A. Details not usually shown or specified, but necessary for the proper demolition of systems, equipment, materials, etc., shall be included in the work, the same as if herein specified or indicated.

1.4 EXAMINATION OF SITE AND CONDITIONS

- A. Each Proposer shall inform himself of all conditions under which the work is to be performed, the site of the work, the structure of the ground, above and below grade, the obstacles that may be encountered, the availability and location of necessary facilities and all relevant matters concerning the work. Each Proposer shall also fully acquaint himself with all existing conditions as to ingress and egress, distance of haul from supply points, routes for transportation of materials, facilities and services, availability of utilities, etc. His proposal shall cover all expenses or disbursements in connection with such matters and conditions. No allowance will be made for lack of knowledge concerning such conditions after bids are accepted.

1.5 DRAWINGS AND SPECIFICATIONS

- A. The drawings are diagrammatic only and indicate the general arrangement of the work to be followed. If deviations from the layouts are necessitated by field conditions, detailed layouts of the proposed departures shall be submitted to the Engineer for approval before proceeding with the work. The drawings are not intended to show every item, which may be necessary to complete the systems. All Proposers shall anticipate that additional items may be required and submit their bid accordingly.

- B. The drawings and specifications are intended to supplement each other. No Proposer shall take advantage of conflict between them, or between parties of either. Should this condition exist, the Proposer shall request a clarification not less than twelve days prior to the submission of the proposal so that the condition may be clarified by Addendum. In the event that such a condition arises after work is started, the interpretation of the Engineer shall be final.
- C. The drawings and specifications shall be considered to be cooperative and anything appearing in the specifications, which may not be indicated on the drawings or conversely, shall be considered as part of the Contract and must be executed the same as though indicated by both.
- D. Should conflict or overlap (duplication) of work between the various trades become evident, this shall be called to the attention of the Engineer. In such event neither trade shall assume that he is to be relieved of the work which is specified under his branch until instructions in writing are received from the Engineer.
- E. Where on the Drawings a portion of the work is drawn out and the remainder is indicated in outline, or not indicated at all, the parts drawn out shall apply to all other like portions of the work. Where ornamentation or other detail is indicated by starting only, such detail shall be continued throughout the courses or parts in which it occurs and shall also apply to all other similar parts of the work, unless otherwise indicated.
- F. Where on the Contract Documents the word typical is used, it shall mean that the work method or means indicated as typical shall be repeated in and each time it occurs whether indicated or not.

1.6 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

- A. By execution of this Contract, the Contractor warrants that he has visited the site of the proposed work, and fully acquainted himself with the conditions there existing relating to construction and labor and that he fully understands the facilities, difficulties, and restrictions attending the execution of the work under Contract. The Contractor further warrants that he has thoroughly examined and is familiar with the drawings, specifications and all other documents comprising the Contract. The Contractor further warrants that by execution of this Contract, his failure, when he was bidding on this Contract, to receive or examine any form, instrument, or document, or to visit the site and acquaint himself with the conditions there existing, in no way relieves the Contractor. The Contractor agrees that the Owner shall be justified in rejecting any claim based on facts regarding conditions for which he should have been on prior notice.
- B. Before performing any work, the Contractor shall verify all measurements at the work site. Any difference between dimensions on the Drawings and actual measurements shall be brought to the Engineer's attention for his consideration before the work may proceed. No extra compensation will be allowed because of difference between actual measurements and dimensions indicated on the Drawings. The Contractor shall assume full responsibility for accuracy of measurements obtained at the Work Site.
- C. Dimensions, which are lacking, shall be obtained from the Architect. In no case shall Drawings be scaled.

- D. All subcontractors shall familiarize themselves with all of the conditions relating to this Contract since the terms set forth in the General Conditions binds all subcontractors to the Contract.

1.7 PROTECTION OF STORED EQUIPMENT

- A. Provide suitable storage for, and completely protect all materials and equipment to be stored. Storage shall be dry, clean and safe. Any materials or equipment damaged, deteriorated, rusted or defaced due to improper storage shall be fully repaired, refinished or replaced, as directed by the Engineer and any materials or equipment lost through theft or mishandling shall be replaced, all without additional cost to the Owner.

1.8 CODES AND STANDARDS

- A. Pertinent Federal, State and Local requirements and regulations are hereby made part of this contract. In case of conflict between Contract Documents and above listed requirements, the latter shall govern. Requirements of authority having local jurisdiction shall supersede all other requirements. Use of the term "code" in sections of the specification refers to applicable requirements and regulations of above agencies.
- B. All electrical installation shall be made in accordance with the latest edition of the National Electrical Code and supplements in force at the time of bid opening, all materials employed shall bear Underwriters' official labels where such labeling is customary. In the event that local codes are more rigid than the National Electrical Code, both codes shall be considered as jointly governing and the requirements of either and/or both then prevail.
- C. Following is a list of abbreviations for codes and standards, which are referred to in the specifications. Where such reference is made, the code or standard becomes a part of the specification as if the code or standard were included herein. Reference is always to the latest edition of the code or standard unless otherwise specifically noted.

1. Industry and Agency Standards, Codes and Specifications

ANSI - American National Standards Institution

ASTM - American Society of Testing and Materials

NBFU - National Board of Fire Underwriters'

NBS - National Bureau of Standards

NEMA - National Electrical Manufacturers Association

UL - Underwriters' Laboratories

NEC - National Electrical Code

NESC - National Electrical Safety Code

IPCEA - Insulated Power Cable Engineers Association

IEEE - Institute of Electrical and Electronics Engineers

- D. Compliance with the Occupational Safety and Health Act shall be the responsibility of the contractor and under no circumstances shall the Engineer/Architect be an authority or be held responsible for any acts concerning this regulation.

1.9 PERMITS, FEES AND CERTIFICATES

- A. Each respective contractor shall obtain and pay all permits and licenses required by Federal, State and Local Ordinances for his type work. All fees in connection with inspections, permits, licenses and approvals shall be paid by the contractor whose work is affected.

1.10 ELECTRICAL INSPECTION FOR CONTRACT COMPLIANCE

- A. The contractor shall be responsible for obtaining and coordination of required electrical inspections and any fees and charges associated with the inspections. Inspections shall be made by an Electrical Inspector Certified by the authority having jurisdiction. The contractor shall furnish the Engineer and Owner a copy of the Electrical Certificate of approval before final payment will be made.

1.11 PROJECT CLEAN-UP

- A. The Contractor shall export off site, all debris resulting from work under this Division. Burning of debris at the project site is not permitted.
- B. Each contractor shall maintain his portion of this project in a neat and orderly fashion, disposing of debris, cartons, crates and boxes as the contents are installed in the project. This clean-up shall be accomplished each day in order not to create hardships on the other trades.

1.12 ELECTRICAL CONTRACTOR QUALIFICATION

- A. The successful Electrical Contracting Firm for this project shall have an Electrical Contractor's License.

END OF SECTION 260000

SECTION 260500 - COMMON WORK RESULTS FOR ELECTRICAL

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Demolition.
2. Temporary lighting.

1.2 DEMOLITION

- A. Disconnect, demolish, and remove systems, equipment, and components as indicated on the plans. Items designated to remain shall be preserved and protected during demolition work.

1.3 TEMPORARY LIGHTING

- A. Furnish, install and leave in place temporary construction lighting as indicated on the plans. Power source shall originate from Owner's active electrical system.

END OF SECTION 260500

## SECTION 015000 - TEMPORARY FACILITIES AND CONTROLS

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. Section includes requirements for temporary utilities, support facilities, and security and protection facilities.
- B. Related Requirements:
  - 1. Section 011000 "Summary" for work restrictions and limitations on utility interruptions.

#### 1.3 USE CHARGES

- A. Sewer Service: Owner will pay sewer-service use charges for sewer usage by all entities for construction operations.
- B. Water Service: Owner will pay water-service use charges for water used by all entities for construction operations.
- C. Electric Power Service: Owner will pay electric-power-service use charges for electricity used by all entities for construction operations.
- D. Water and Sewer Service from Existing System: Water from Owner's existing water system is available for use without metering and without payment of use charges. Provide connections and extensions of services as required for construction operations.
- E. Electric Power Service from Existing System: Electric power from Owner's existing system is available for use without metering and without payment of use charges. Provide connections and extensions of services as required for construction operations.

#### 1.4 INFORMATIONAL SUBMITTALS

- A. Site Plan: Show temporary facilities, utility hookups, staging areas, and parking areas for construction personnel.
- B. Erosion- and Sedimentation-Control Plan: Show compliance with requirements of EPA Construction General Permit or authorities having jurisdiction, whichever is more stringent.

- C. Fire-Safety Program: Show compliance with requirements of NFPA 241 and authorities having jurisdiction. Indicate Contractor personnel responsible for management of fire-prevention program.
- D. Moisture-Protection Plan: Describe procedures and controls for protecting materials and construction from water absorption and damage.
- E. Dust-Control Plan: Submit coordination drawing and narrative that indicates the dust-control measures proposed for use, proposed locations, and proposed time frame for their operation. Identify further options if proposed measures are later determined to be inadequate. Include the following:
  - 1. Locations of dust-control partitions at each phase of work.
  - 2. Waste handling procedures.
  - 3. Other dust-control measures.

## 1.5 QUALITY ASSURANCE

- A. Electric Service: Comply with NECA, NEMA, and UL standards and regulations for temporary electric service. Install service to comply with NFPA 70.
- B. Tests and Inspections: Arrange for authorities having jurisdiction to test and inspect each temporary utility before use. Obtain required certifications and permits.
- C. Accessible Temporary Egress: Comply with applicable provisions in the U.S. Architectural & Transportation Barriers Compliance Board's ADA-ABA Accessibility Guidelines and ICC/ANSI A117.1.

## 1.6 PROJECT CONDITIONS

- A. Temporary Use of Permanent Facilities: Engage Installer of each permanent service to assume responsibility for operation, maintenance, and protection of each permanent service during its use as a construction facility before Owner's acceptance, regardless of previously assigned responsibilities.

## PART 2 - PRODUCTS

### 2.1 MATERIALS

- A. Chain-Link Fencing: Minimum 2-inch, 0.148-inch- thick, galvanized-steel, chain-link fabric fencing; minimum 6 feet high with galvanized-steel pipe posts; minimum 2-3/8-inch- OD line posts and 2-7/8-inch- OD corner and pull posts, with 1-5/8-inch- OD top rails.
- B. Portable Chain-Link Fencing: Minimum 2-inch, 0.148-inch- thick, galvanized-steel, chain-link fabric fencing; minimum 6 feet high with galvanized-steel pipe posts; minimum 2-3/8-inch- OD line posts and 2-7/8-inch- OD corner and pull posts, with 1-5/8-inch- OD top and bottom rails. Provide concrete bases for supporting posts.



- C. Polyethylene Sheet: Reinforced, fire-resistive sheet, 10-mil minimum thickness, with flame-spread rating of 15 or less per ASTM E 84 and passing NFPA 701 Test Method 2.
- D. Dust-Control Adhesive-Surface Walk-off Mats: Provide mats minimum 36 by 60 inches.
- E. Insulation: Unfaced mineral-fiber blanket, manufactured from glass, slag wool, or rock wool; with maximum flame-spread and smoke-developed indexes of 25 and 50, respectively.

## 2.2 TEMPORARY FACILITIES

- A. Field Offices, General: Prefabricated or mobile units with serviceable finishes, temperature controls, and foundations adequate for normal loading.
- B. Common-Use Field Office: Of sufficient size to accommodate needs of Owner, Architect, and construction personnel office activities and to accommodate Project meetings specified in other Division 01 Sections. Keep office clean and orderly. Furnish and equip offices as follows:
  - 1. Furniture required for Project-site documents including file cabinets, plan tables, plan racks, and bookcases.
  - 2. Conference room of sufficient size to accommodate meetings of 10 individuals. Provide electrical power service and 120-V ac duplex receptacles, with no fewer than one receptacle on each wall. Furnish room with conference table, chairs, and 4-foot-square tack and marker boards.
  - 3. Drinking water and private toilet.
  - 4. Coffee machine and supplies.
  - 5. Heating and cooling equipment necessary to maintain a uniform indoor temperature of 68 to 72 deg F.
  - 6. Lighting fixtures capable of maintaining average illumination of 20 fc at desk height.
- C. Storage and Fabrication Sheds: Provide sheds sized, furnished, and equipped to accommodate materials and equipment for construction operations.
  - 1. Store combustible materials apart from building.

## 2.3 EQUIPMENT

- A. Fire Extinguishers: Portable, UL rated; with class and extinguishing agent as required by locations and classes of fire exposures.
- B. HVAC Equipment: Unless Owner authorizes use of permanent HVAC system, provide vented, self-contained, liquid-propane-gas or fuel-oil heaters with individual space thermostatic control.
  - 1. Use of gasoline-burning space heaters, open-flame heaters, or salamander-type heating units is prohibited.
  - 2. Heating Units: Listed and labeled for type of fuel being consumed, by a qualified testing agency acceptable to authorities having jurisdiction, and marked for intended location and application.

3. Permanent HVAC System: If Owner authorizes use of permanent HVAC system for temporary use during construction, provide filter with MERV of 8 at each return-air grille in system and remove at end of construction.

### PART 3 - EXECUTION

#### 3.1 INSTALLATION, GENERAL

- A. Locate facilities where they will serve Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required by progress of the Work.
  1. Locate facilities to limit site disturbance as specified in Section 011000 "Summary."
- B. Provide each facility ready for use when needed to avoid delay. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

#### 3.2 TEMPORARY UTILITY INSTALLATION

- A. General: Install temporary service or connect to existing service.
  1. Arrange with utility company, Owner, and existing users for time when service can be interrupted, if necessary, to make connections for temporary services.
- B. Sewers and Drainage: Provide temporary utilities to remove effluent lawfully.
  1. Connect temporary sewers to municipal system as directed by authorities having jurisdiction.
- C. Water Service: Connect to Owner's existing water service facilities. Clean and maintain water service facilities in a condition acceptable to Owner. At Substantial Completion, restore these facilities to condition existing before initial use.
- D. Sanitary Facilities: Provide temporary toilets, wash facilities, and drinking water for use of construction personnel. Comply with requirements of authorities having jurisdiction for type, number, location, operation, and maintenance of fixtures and facilities.
- E. Heating: Provide temporary heating required by construction activities for curing or drying of completed installations or for protecting installed construction from adverse effects of low temperatures or high humidity. Select equipment that will not have a harmful effect on completed installations or elements being installed.
- F. Isolation of Work Areas in Occupied Facilities: Prevent dust, fumes, and odors from entering occupied areas.
  1. Prior to commencing work, isolate the HVAC system in area where work is to be performed according to coordination drawings.

- a. Disconnect supply and return ductwork in work area from HVAC systems servicing occupied areas.
    - b. Maintain negative air pressure within work area using HEPA-equipped air-filtration units, starting with commencement of temporary partition construction, and continuing until removal of temporary partitions is complete.
  2. Maintain dust partitions during the Work. Use vacuum collection attachments on dust-producing equipment. Isolate limited work within occupied areas using portable dust-containment devices.
  3. Perform daily construction cleanup and final cleanup using approved, HEPA-filter-equipped vacuum equipment.
- G. Ventilation and Humidity Control: Provide temporary ventilation required by construction activities for curing or drying of completed installations or for protecting installed construction from adverse effects of high humidity. Select equipment that will not have a harmful effect on completed installations or elements being installed. Coordinate ventilation requirements to produce ambient condition required and minimize energy consumption.
1. Provide dehumidification systems when required to reduce substrate moisture levels to level required to allow installation or application of finishes.
- H. Electric Power Service: Connect to Owner's existing electric power service. Maintain equipment in a condition acceptable to Owner.
- I. Lighting: Provide temporary lighting with local switching that provides adequate illumination for construction operations, observations, inspections, and traffic conditions.
1. Install and operate temporary lighting that fulfills security and protection requirements without operating entire system.
- J. Telephone Service: Provide temporary telephone service in common-use facilities for use by all construction personnel. Install one telephone line(s) for field office.
1. Provide additional telephone lines for the following:
    - a. Provide a dedicated telephone line for each facsimile machine in each field office.
  2. At each telephone, post a list of important telephone numbers.
    - a. Police and fire departments.
    - b. Ambulance service.
    - c. Contractor's home office.
    - d. Contractor's emergency after-hours telephone number.
    - e. Architect's office.
    - f. Engineers' offices.
    - g. Owner's office.
    - h. Principal subcontractors' field and home offices.
  3. Provide superintendent with cellular telephone or portable two-way radio for use when away from field office.

- K. Electronic Communication Service: Provide a desktop computer in the primary field office adequate for use by Architect and Owner to access Project electronic documents and maintain electronic communications. Equip computer with not less than the following:
1. Processor: Intel Pentium D or Intel CoreDuo, 3.0 GHz processing speed.
  2. Memory: 4 gigabyte.
  3. Disk Storage: 300 gigabyte hard-disk drive and combination DVD-RW/CD-RW drive.
  4. Display: 22-inch LCD monitor with 256-Mb dedicated video RAM.
  5. Full-size keyboard and mouse.
  6. Network Connectivity: 10/100BaseT Ethernet.
  7. Operating System: Microsoft Windows XP Professional or Microsoft Windows Vista Business.
  8. Productivity Software:
    - a. Microsoft Office Professional, XP or higher, including Word, Excel, and Outlook.
    - b. Adobe Reader 7.0 or higher.
    - c. WinZip 7.0 or higher.
  9. Printer: "All-in-one" unit equipped with printer server, combining color printing, photocopying, scanning, and faxing, or separate units for each of these three functions.
  10. Internet Service: Broadband modem, router and ISP, equipped with hardware firewall, providing minimum 384 Kbps upload and 1 Mbps download speeds at each computer.
  11. Internet Security: Integrated software, providing software firewall, virus, spyware, phishing, and spam protection in a combined application.
  12. Backup: External hard drive, minimum 40 gigabyte, with automated backup software providing daily backups.

### 3.3 SUPPORT FACILITIES INSTALLATION

- A. General: Comply with the following:
1. Provide construction for temporary offices, shops, and sheds located within construction area or within 30 feet of building lines that is noncombustible according to ASTM E 136. Comply with NFPA 241.
  2. Maintain support facilities until Architect schedules Substantial Completion inspection. Remove before Substantial Completion. Personnel remaining after Substantial Completion will be permitted to use permanent facilities, under conditions acceptable to Owner.
- B. Temporary Roads and Paved Areas: Construct and maintain temporary roads and paved areas adequate for construction operations. Locate temporary roads and paved areas within construction limits indicated on Drawings.
1. Provide dust-control treatment that is nonpolluting and nontracking. Reapply treatment as required to minimize dust.
- C. Temporary Use of Permanent Roads and Paved Areas: Locate temporary roads and paved areas in same location as permanent roads and paved areas. Construct and maintain temporary roads and paved areas adequate for construction operations. Extend temporary roads and paved areas, within construction limits indicated, as necessary for construction operations.

1. Coordinate elevations of temporary roads and paved areas with permanent roads and paved areas.
  2. Recondition base after temporary use, including removing contaminated material, regrading, proofrolling, compacting, and testing.
- D. Traffic Controls: Comply with requirements of authorities having jurisdiction.
1. Protect existing site improvements to remain including curbs, pavement, and utilities.
  2. Maintain access for fire-fighting equipment and access to fire hydrants.
- E. Parking: Use designated areas of Owner's existing parking areas for construction personnel.
- F. Dewatering Facilities and Drains: Comply with requirements of authorities having jurisdiction. Maintain Project site, excavations, and construction free of water.
1. Dispose of rainwater in a lawful manner that will not result in flooding Project or adjoining properties or endanger permanent Work or temporary facilities.
  2. Remove snow and ice as required to minimize accumulations.
- G. Project Signs: Provide Project signs as indicated. Unauthorized signs are not permitted.
1. Identification Signs: Provide Project identification signs as indicated on Drawings.
  2. Temporary Signs: Provide other signs as indicated and as required to inform public and individuals seeking entrance to Project.
    - a. Provide temporary, directional signs for construction personnel and visitors.
  3. Maintain and touchup signs so they are legible at all times.
- H. Waste Disposal Facilities: Comply with requirements specified in Section 017419 "Construction Waste Management and Disposal."
- I. Waste Disposal Facilities: Provide waste-collection containers in sizes adequate to handle waste from construction operations. Comply with requirements of authorities having jurisdiction. Comply with progress cleaning requirements in Section 017300 "Execution."
- J. Lifts and Hoists: Provide facilities necessary for hoisting materials and personnel.
1. Truck cranes and similar devices used for hoisting materials are considered "tools and equipment" and not temporary facilities.

### 3.4 SECURITY AND PROTECTION FACILITIES INSTALLATION

- A. Protection of Existing Facilities: Protect existing vegetation, equipment, structures, utilities, and other improvements at Project site and on adjacent properties, except those indicated to be removed or altered. Repair damage to existing facilities.
- B. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction as required to comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.

1. Comply with work restrictions specified in Section 011000 "Summary."
- C. Temporary Erosion and Sedimentation Control: Provide measures to prevent soil erosion and discharge of soil-bearing water runoff and airborne dust to undisturbed areas and to adjacent properties and walkways, according to requirements of 2003 EPA Construction General Permit or authorities having jurisdiction, whichever is more stringent.
  1. Verify that flows of water redirected from construction areas or generated by construction activity do not enter or cross tree- or plant- protection zones.
  2. Inspect, repair, and maintain erosion- and sedimentation-control measures during construction until permanent vegetation has been established.
  3. Clean, repair, and restore adjoining properties and roads affected by erosion and sedimentation from Project site during the course of Project.
  4. Remove erosion and sedimentation controls and restore and stabilize areas disturbed during removal.
- D. Stormwater Control: Comply with requirements of authorities having jurisdiction. Provide barriers in and around excavations and subgrade construction to prevent flooding by runoff of stormwater from heavy rains.
- E. Site Enclosure Construction Fence: Before construction operations begin, furnish and install site enclosure fence in a manner that will prevent people and animals from easily entering site except by entrance gates.
  1. Extent of Fence: As required to enclose entire Project site or portion determined sufficient to accommodate construction operations.
  2. Maintain security by limiting number of keys and restricting distribution to authorized personnel. Furnish one set of keys to Owner.
- F. Security Enclosure and Lockup: Install temporary enclosure around partially completed areas of construction. Provide lockable entrances to prevent unauthorized entrance, vandalism, theft, and similar violations of security. Lock entrances at end of each work day.
- G. Barricades, Warning Signs, and Lights: Comply with requirements of authorities having jurisdiction for erecting structurally adequate barricades, including warning signs and lighting.
- H. Temporary Egress: Maintain temporary egress from existing occupied facilities as indicated and as required by authorities having jurisdiction.
- I. Temporary Enclosures: Provide temporary enclosures for protection of construction, in progress and completed, from exposure, foul weather, other construction operations, and similar activities. Provide temporary weathertight enclosure for building exterior.
  1. Where heating or cooling is needed and permanent enclosure is incomplete, insulate temporary enclosures.
- J. Temporary Partitions: Provide floor-to-ceiling dustproof partitions to limit dust and dirt migration and to separate areas occupied by Owner from fumes and noise.
  1. Construct dustproof partitions with two layers of 6-mil polyethylene sheet on each side. Cover floor with two layers of 6-mil polyethylene sheet, extending sheets 18 inches up

the sidewalls. Overlap and tape full length of joints. Cover floor with fire-retardant-treated plywood.

- a. Construct vestibule and airlock at each entrance through temporary partition with not less than 48 inches between doors. Maintain water-dampened foot mats in vestibule.
  2. Where fire-resistance-rated temporary partitions are indicated or are required by authorities having jurisdiction, construct partitions according to the rated assemblies.
  3. Insulate partitions to control noise transmission to occupied areas.
  4. Seal joints and perimeter. Equip partitions with gasketed dustproof doors and security locks where openings are required.
  5. Protect air-handling equipment.
  6. Provide walk-off mats at each entrance through temporary partition.
- K. Temporary Fire Protection: Install and maintain temporary fire-protection facilities of types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 241; manage fire-prevention program.
1. Prohibit smoking in construction areas.
  2. Supervise welding operations, combustion-type temporary heating units, and similar sources of fire ignition according to requirements of authorities having jurisdiction.
  3. Develop and supervise an overall fire-prevention and -protection program for personnel at Project site. Review needs with local fire department and establish procedures to be followed. Instruct personnel in methods and procedures. Post warnings and information.
  4. Provide temporary standpipes and hoses for fire protection. Hang hoses with a warning sign stating that hoses are for fire-protection purposes only and are not to be removed. Match hose size with outlet size and equip with suitable nozzles.

### 3.5 MOISTURE AND MOLD CONTROL

- A. Contractor's Moisture-Protection Plan: Avoid trapping water in finished work. Document visible signs of mold that may appear during construction.
- B. Exposed Construction Phase: Before installation of weather barriers, when materials are subject to wetting and exposure and to airborne mold spores, protect as follows:
1. Protect porous materials from water damage.
  2. Protect stored and installed material from flowing or standing water.
  3. Keep porous and organic materials from coming into prolonged contact with concrete.
  4. Remove standing water from decks.
  5. Keep deck openings covered or dammed.
- C. Partially Enclosed Construction Phase: After installation of weather barriers but before full enclosure and conditioning of building, when installed materials are still subject to infiltration of moisture and ambient mold spores, protect as follows:
1. Do not load or install drywall or other porous materials or components, or items with high organic content, into partially enclosed building.
  2. Keep interior spaces reasonably clean and protected from water damage.

3. Periodically collect and remove waste containing cellulose or other organic matter.
4. Discard or replace water-damaged material.
5. Do not install material that is wet.
6. Discard, replace, or clean stored or installed material that begins to grow mold.
7. Perform work in a sequence that allows any wet materials adequate time to dry before enclosing the material in drywall or other interior finishes.

### 3.6 OPERATION, TERMINATION, AND REMOVAL

- A. Supervision: Enforce strict discipline in use of temporary facilities. To minimize waste and abuse, limit availability of temporary facilities to essential and intended uses.
- B. Maintenance: Maintain facilities in good operating condition until removal.
  1. Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation, and similar facilities on a 24-hour basis where required to achieve indicated results and to avoid possibility of damage.
- C. Temporary Facility Changeover: Do not change over from using temporary security and protection facilities to permanent facilities until Substantial Completion.
- D. Termination and Removal: Remove each temporary facility when need for its service has ended, when it has been replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.
  1. Materials and facilities that constitute temporary facilities are property of Contractor. Owner reserves right to take possession of Project identification signs.
  2. Remove temporary roads and paved areas not intended for or acceptable for integration into permanent construction. Where area is intended for landscape development, remove soil and aggregate fill that do not comply with requirements for fill or subsoil. Remove materials contaminated with road oil, asphalt and other petrochemical compounds, and other substances that might impair growth of plant materials or lawns. Repair or replace street paving, curbs, and sidewalks at temporary entrances, as required by authorities having jurisdiction.
  3. At Substantial Completion, repair, renovate, and clean permanent facilities used during construction period.

END OF SECTION 015000



## SECTION 024119 - SELECTIVE DEMOLITION

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. Section Includes:

- 1. Demolition and removal of selected portions of building or structure.
  - 2. Demolition and removal of selected site elements.

- B. Related Requirements:

- 1. Section 011000 "Summary" for restrictions on the use of the premises, Owner-occupancy requirements, and phasing requirements.

#### 1.3 DEFINITIONS

- A. Remove: Detach items from existing construction and legally dispose of them off-site unless indicated to be removed and salvaged or removed and reinstalled.
- B. Existing to Remain: Existing items of construction that are not to be permanently removed and that are not otherwise indicated to be removed, removed and salvaged, or removed and reinstalled.

#### 1.4 MATERIALS OWNERSHIP

- A. Unless otherwise indicated, demolition waste becomes property of Contractor.
- B. Historic items, relics, antiques, and similar objects including, but not limited to, commemorative plaques and tablets, and other items of interest or value to Owner that may be uncovered during demolition remain the property of Owner.
  - 1. Carefully salvage in a manner to prevent damage and promptly return to Owner.

#### 1.5 PREDEMOLITION MEETING

- A. Predemolition Conference: Conduct conference at Project site.

1. Inspect and discuss condition of construction to be selectively demolished.
2. Review structural load limitations of existing structure.
3. Review and finalize selective demolition schedule and verify availability of materials, demolition personnel, equipment, and facilities needed to make progress and avoid delays.
4. Review requirements of work performed by other trades that rely on substrates exposed by selective demolition operations.
5. Review areas where existing construction is to remain and requires protection.
6. Review issues in the Scope of Demolition Work to be coordinated with the Scope of Renovation Work.

#### 1.6 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For refrigerant recovery technician.
- B. Proposed Protection Measures: Submit report, including drawings, that indicates the measures proposed for protecting individuals and property, for environmental protection, for dust control and, for noise control. Indicate proposed locations and construction of barriers.
- C. Schedule of Selective Demolition Activities: Indicate the following:
  1. Detailed sequence of selective demolition and removal work, with starting and ending dates for each activity. Ensure Owner's building manager's and other tenants' on-site operations are uninterrupted.
  2. Interruption of utility services. Indicate how long utility services will be interrupted.
  3. Coordination for shutoff, capping, and continuation of utility services.
  4. Coordination of Owner's continuing occupancy of portions of existing building and of Owner's partial occupancy of completed Work.
  5. Coordination with Phase 1B Renovation Contractor.
- D. Predemolition Photographs or Video: Submit before Work begins.
- E. Statement of Refrigerant Recovery: Signed by refrigerant recovery technician responsible for recovering refrigerant, stating that all refrigerant that was present was recovered and that recovery was performed according to EPA regulations. Include name and address of technician and date refrigerant was recovered.
- F. Warranties: Documentation indicated that existing warranties are still in effect after completion of selective demolition.

#### 1.7 FIELD CONDITIONS

- A. Owner will occupy portions of building immediately adjacent to selective demolition area. Conduct selective demolition so Owner's operations will not be disrupted.
- B. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.

- C. Notify Architect of discrepancies between existing conditions and Drawings before proceeding with selective demolition.
- D. Hazardous Materials: It is not expected that hazardous materials will be encountered in the Work.
  - 1. Hazardous materials will be removed by Owner before start of the Work.
  - 2. If suspected hazardous materials are encountered, do not disturb; immediately notify Architect and Owner. Hazardous materials will be removed by Owner under a separate contract.
- E. Storage or sale of removed items or materials on-site is not permitted.
- F. Utility Service: Maintain existing utilities indicated to remain in service and protect them against damage during selective demolition operations.

## PART 2 - PRODUCTS

### 2.1 PERFORMANCE REQUIREMENTS

- A. Regulatory Requirements: Comply with governing EPA notification regulations before beginning selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.
- B. Standards: Comply with ANSI/ASSE A10.6 and NFPA 241.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Verify that utilities have been disconnected and capped before starting selective demolition operations.
- B. Review record documents of existing construction provided by Owner. Owner does not guarantee that existing conditions are same as those indicated in record documents.
- C. Survey existing conditions and correlate with requirements indicated to determine extent of selective demolition required.
- D. When unanticipated mechanical, electrical, or structural elements that conflict with intended function or design are encountered, investigate and measure the nature and extent of conflict. Promptly submit a written report to Architect.
- E. Survey of Existing Conditions: Record existing conditions by use of measured drawings preconstruction photographs preconstruction videotapes and templates.

1. Comply with requirements specified in Section 013233 "Photographic Documentation."
2. Inventory and record the condition of items to be removed and salvaged. Provide photographs or video of conditions that might be misconstrued as damage caused by salvage operations.
3. Before selective demolition or removal of existing building elements that will be reproduced or duplicated in final Work, make permanent record of measurements, materials, and construction details required to make exact reproduction.

### 3.2 UTILITY SERVICES AND MECHANICAL/ELECTRICAL SYSTEMS

- A. Existing Services/Systems to Remain: Maintain services/systems indicated to remain and protect them against damage.
  1. Comply with requirements for existing services/systems interruptions specified in Section 011000 "Summary."
- B. Existing Services/Systems to Be Removed, Relocated, or Abandoned: Locate, identify, disconnect, and seal or cap off indicated utility services and mechanical/electrical systems serving areas to be selectively demolished.
  1. Arrange to shut off indicated utilities with utility companies.
  2. If services/systems are required to be removed, relocated, or abandoned, provide temporary services/systems that bypass area of selective demolition and that maintain continuity of services/systems to other parts of building.
  3. Disconnect, demolish, and remove fire-suppression systems, plumbing, and HVAC systems, equipment, and components indicated to be removed.
    - a. Piping to Be Removed: Remove portion of piping indicated to be removed and cap or plug remaining piping with same or compatible piping material.
    - b. Piping to Be Abandoned in Place: Drain piping and cap or plug piping with same or compatible piping material.
    - c. Equipment to Be Removed: Disconnect and cap services and remove equipment.
    - d. Equipment to Be Removed and Reinstalled: Disconnect and cap services and remove, clean, and store equipment; when appropriate, reinstall, reconnect, and make equipment operational.
    - e. Equipment to Be Removed and Salvaged: Disconnect and cap services and remove equipment and deliver to Owner.
    - f. Ducts to Be Removed: Remove portion of ducts indicated to be removed and plug remaining ducts with same or compatible ductwork material.
- C. Refrigerant: Remove refrigerant from mechanical equipment to be selectively demolished according to 40 CFR 82 and regulations of authorities having jurisdiction.

### 3.3 PREPARATION

- A. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.

1. Comply with requirements for access and protection specified in Section 015000 "Temporary Facilities and Controls."
- B. Temporary Facilities: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.
  1. Provide protection to ensure safe passage of people around selective demolition area and to and from occupied portions of building.
  2. Provide temporary weather protection, during interval between selective demolition of existing construction on exterior surfaces and new construction, to prevent water leakage and damage to structure and interior areas.
  3. Protect walls, ceilings, floors, and other existing finish work that are to remain or that are exposed during selective demolition operations.
  4. Cover and protect furniture, furnishings, and equipment that have not been removed.
  5. Comply with requirements for temporary enclosures, dust control, heating, and cooling specified in Section 015000 "Temporary Facilities and Controls."
- C. Temporary Shoring: Provide and maintain shoring, bracing, and structural supports as required to preserve stability and prevent movement, settlement, or collapse of construction and finishes to remain, and to prevent unexpected or uncontrolled movement or collapse of construction being demolished.
  1. Strengthen or add new supports when required during progress of selective demolition.

#### 3.4 SELECTIVE DEMOLITION, GENERAL

- A. General: Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:
  1. Proceed with selective demolition systematically, from higher to lower level. Complete selective demolition operations above each level or tier before disturbing supporting members on the next lower level.
  2. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction. Use hand tools or small power tools designed for sawing or grinding, not hammering and chopping, to minimize disturbance of adjacent surfaces. Temporarily cover openings to remain.
  3. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.
  4. Do not use cutting torches until work area is cleared of flammable materials. At concealed spaces, such as duct and pipe interiors, verify condition and contents of hidden space before starting flame-cutting operations. Maintain fire watch and portable fire-suppression devices during flame-cutting operations.
  5. Maintain adequate ventilation when using cutting torches.
  6. Remove decayed, vermin-infested, or otherwise dangerous or unsuitable materials and promptly dispose of off-site.
  7. Remove structural framing members and lower to ground by method suitable to avoid free fall and to prevent ground impact or dust generation.

8. Locate selective demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
  9. Dispose of demolished items and materials promptly.
- B. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during selective demolition.

### 3.5 SELECTIVE DEMOLITION PROCEDURES FOR SPECIFIC MATERIALS

- A. Concrete: Demolish in small sections. Using power-driven saw, cut concrete to a depth of at least 3/4 inch at junctures with construction to remain. Dislodge concrete from reinforcement at perimeter of areas being demolished, cut reinforcement, and then remove remainder of concrete. Neatly trim openings to dimensions indicated.
- B. Masonry: Demolish in small sections. Cut masonry at junctures with construction to remain, using power-driven saw, then remove masonry between saw cuts.
- C. Concrete Slabs-on-Grade: Saw-cut perimeter of area to be demolished, then break up and remove.
- D. Resilient Floor Coverings: Remove floor coverings and adhesive according to recommendations in RFCI's "Recommended Work Practices for the Removal of Resilient Floor Coverings." Do not use methods requiring solvent-based adhesive strippers.
- E. Roofing: Remove no more existing roofing than what can be covered in one day by new roofing and so that building interior remains watertight and weathertight. Coordinate with Phase 1B Renovation Contractor.
1. Remove existing roof membrane, flashings, copings, and roof accessories.
  2. Remove existing roofing system down to substrate.

### 3.6 DISPOSAL OF DEMOLISHED MATERIALS

- A. General: Except for items or materials indicated to be reused, salvaged, reinstalled, or otherwise indicated to remain Owner's property, remove demolished materials from Project site and legally dispose of them in an EPA-approved landfill.
1. Do not allow demolished materials to accumulate on-site.
  2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
  3. Remove debris from elevated portions of building by chute, hoist, or other device that will convey debris to grade level in a controlled descent.
- B. Burning: Do not burn demolished materials.
- C. Disposal: Transport demolished materials off Owner's property and legally dispose of them.

3.7 CLEANING

- A. Clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations. Return adjacent areas to condition existing before selective demolition operations began.

END OF SECTION 024119