



**CONTRACT DOCUMENTS
AND
SPECIFICATIONS**

DIVISION OF WATER QUALITY

FOR

**RIVIERA ROAD CULVERT
REPLACEMENT**

Bid No. 140-2018

**Prepared by:
Bell Engineering
2480 Fortune Drive, Suite 350
Lexington, Kentucky 40509
859-278-5412**

TABLE OF CONTENTS
CONTRACT DOCUMENTS
for
RIVIERA ROAD CULVERT REPLACEMENT

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

PART 1

ADVERTISEMENT FOR BIDS

INDEX

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

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, Tuesday, November 6, 2018, 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 Bell Engineering for Lexington-Fayette Urban County Government, Division of Water Quality. Immediately following the scheduled closing time for reception of bids, all proposals which have been submitted in accordance with the above will be publicly opened and read aloud.

2. DESCRIPTION OF WORK

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 Riviera Road Culvert Replacement, Bid No. 140-2018, Lexington-Fayette County, Kentucky.

3. OBTAINING PLANS, SPECIFICATIONS, AND BID DOCUMENTS

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

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

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

Builder's Exchange
2300 Meadow Drive
Louisville, KY 40218

Bell Engineering
2480 Fortune Drive
Suite 350
Lexington, Kentucky 40509

McGraw-Hill Company/F.W. Dodge
2321 Fortune Drive
Suite 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, **Tuesday, November 6, 2018**. 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 **Tuesday, November 6, 2018**. Bids are to remain sealed until official Bid closure time. Bids received after the scheduled closing time for receipt of bids will not be considered and will be returned unopened.

9. RIGHT TO REJECT

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

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

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

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

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

All submissions should be directed to:

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

11. NOTICE CONCERNING MWDBE AND VETERAN GOALS

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, and set a goal that not less than three percent (3%) of the total value of this Contract be subcontracted to Veteran-Owned Small Businesses. The goals for the utilization of Disadvantaged Business Enterprises and Veteran-Owned Small Businesses as subcontractors are recommended goals. Contractor(s) who fail to meet such goals 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 Enterprise and Veteran-Owned Small Businesses as Subcontractors contact:

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

12. PRE-BID MEETING

A non-mandatory pre-bid meeting will be held at 10:00 a.m. local time on Tuesday, October 30, 2018, at the Division of Water Quality office, 125 Lisle Industrial Avenue, Lexington, Kentucky 40511.

END OF SECTION

PART II
INFORMATION FOR BIDDERS

INDEX

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

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. Documents Required of CONTRACTOR - (1) A sworn statement signed by the President or owner of the Company regarding all current work in progress anywhere; (2) A document showing the percent of completion of each project and the total worth of each project; and (3) Documentation showing the percentage of the DBE employment levels on each project of the Bidder's current work force, and DBE participation levels for Subcontractors.
- D. Optional OWNER Requirements - The OWNER, at its discretion, may require the BIDDER/CONTRACTOR to provide: (1) a current detailed financial statement for a period including up to 3 prior years; (2) financial security or insurance in amounts and kinds acceptable to the OWNER to meet the financial responsibility requirements for the CONTRACTOR to indemnify the OWNER. (3) Additional information and/or DBE work force data, as well as DBE participation data.

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

5. BID SECURITY

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

6. LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO CONTRACT

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

7. TIME OF COMPLETION AND LIQUIDATED DAMAGES

Bidder must agree to commence work on or before a date to be specified in a written "Notice to Proceed" from the OWNER and to fully complete the Project within the time as specified in the Contract. Bidder must agree also to pay \$400.00 per day as liquidated damages, or the sum as specified in the Contract for each consecutive calendar day thereafter as hereinafter provided in the General Conditions.

8. EXAMINATION OF CONTRACT DOCUMENTS AND SITE

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

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

- C. The submission of a Bid will constitute an incontrovertible representation by the Bidder that Bidder has complied with every requirement of this paragraph 8; that without exception the Bid is premised upon furnishing and performing the Work required by the Contract Documents and such means, methods, techniques, sequences or procedures of construction as may be indicated in or required by the Contract Documents; and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

9. ADDENDA AND INTERPRETATIONS

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

10. SECURITY FOR FAITHFUL PERFORMANCE

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

coverage's, the full commission shall be paid to such local agent who shall not divide such commission with any person other than a duly licensed resident local agent.

- C. **Contractor shall use standard Performance and Payment Bond forms such as documents provided with this contract book or AIA form A312-1984 (or later). Each document will be for 100% of the Contract Bid Amount.**

11. POWER OF ATTORNEY

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

12. TAXES AND WORKMEN'S COMPENSATION

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

13. LAWS AND REGULATIONS

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

14. EROSION AND SEDIMENT CONTROL AND PERMITS

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

15. PREVAILING WAGE LAW AND MINIMUM HOURLY RATES

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

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

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 AND VETERAN OWNED SMALL BUSINESSES

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

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

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

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

B. Bid Bond Assistance for MWDBE(s)

For those MWDBE contractors who wish to bid on LFUCG project, bid bond assistance is available. This bid bond assistance is in the form of a "Letter of

Certification” which is accepted by the LFUCG’s Division of Purchasing, in lieu of a bid bond. The “Letter of Certification” must be included in the bid package when it is submitted to the Division of Purchasing. The “Letter of Certification” will reference the specific project for which the bid is being submitted, and the time and date on which the bid is due. Bid bond assistance must be requested from the Lexington-Fayette Urban County Government’s Division of Central Purchasing.

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

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

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

D. MWDBE and Veteran Subcontractors

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

For a list of eligible subcontractors, please contact:

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

22. LFUCG NON-APPROPRIATION CLAUSE

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

In the event that public funds are unavailable and not appropriated for the performance of the LFUCG’s obligations under this contract, then this contract shall automatically expire without penalty to the LFUCG thirty (30) days after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the LFUCG shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this contract,

but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its governmental operations.

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

END OF SECTION

PART III
FORM OF PROPOSAL

INDEX

1.	FORM OF PROPOSAL	P-2
2.	LEGAL STATUS OF BIDDER.....	P-4
3	BIDDERS AFFIDAVIT	P-5
4.	BID SCHEDULE – SCHEDULE OF VALUES	P-6
5.	STATEMENT OF BIDDER'S QUALIFICATIONS	P-8
6.	LIST OF PROPOSED SUBCONTRACTORS	P-11
7.	LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT MWDDBE PARTICIPATION GOALS, FORMS, AND GOOD FAITH EFFORTS.....	P-12
8.	AUTHENTICATION OF BID AND STATEMENT OF NON-COLLUSION AND NON-CONFLICT OF INTEREST.....	P-24
9.	STATEMENT OF EXPERIENCE.....	P-25
10.	EQUAL OPPORTUNITY AGREEMENT.....	P-27
11.	EQUAL EMPLOYMENT OPPORTUNITY AFFIRMATIVE ACTION POLICY	P-30
12.	WORKFORCE ANALYSIS	P-31
13.	EVIDENCE OF INSURABILITY	P-32
14.	DEBARRED FIRMS.....	P-33
15.	DEBARRED CERTIFICATION	P-34

PART III

Invitation to Bid No. 140-2018

Riviera Road Culvert Replacement

1. FORM OF PROPOSAL

Place: Lexington, Kentucky

Date: _____

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

This Proposal Submitted by _____

(Name and Address of Bidding Contractor)

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

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

Gentlemen:

The Bidder, in compliance with your Invitation for Bids for **Riviera Road Culvert Replacement, Bid No. 140-2018**, 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.

The Bidder hereby acknowledges receipt of the following addenda:

Addendum No. _____ Date _____

Addendum No. _____ Date _____

Addendum No. _____ Date _____

Addendum No. _____ Date _____

Addendum No. _____ Date _____

Addendum No. _____ Date _____

Addendum No. _____ Date _____

Addendum No. _____ Date _____

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

2. **LEGAL STATUS OF BIDDER**

Bidder _____

Date _____

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

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

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

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

3. **BIDDERS AFFIDAVIT**

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

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

(Affiant)

STATE OF _____

COUNTY OF _____

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

_____ on this the _____ day of _____, 20_____.

My Commission expires: _____

NOTARY PUBLIC, STATE AT LARGE

4. BID SCHEDULE – SCHEDULE OF VALUES

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

Form of proposal must include bid prices written in words and in numbers 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.

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.

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

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

TOTAL LUMP SUM BID PRICE FOR THE **RIVIERA ROAD CULVERT REPLACEMENT** Project, Bid No. 140-2018, in words and figures. In case of discrepancy, the amount shown in words will govern.

_____ Dollars
 _____ Cents (\$ _____)

In the event of additional quantities authorize by the ENGINEER OR OWNER, the CONTRACTOR shall provide unit prices for the following items (Items 1-6).

Item No.	Description w/Unit Bid Price Written in Words	Unit	Unit Price
1.	Traffic Maintenance and Control _____ _____ Dollars _____ Cents (per Lump Sum)	L.S.	\$ _____
2.	Mobilization/Demobilization _____ _____ Dollars _____ Cents (per Lump Sum)	L.S.	\$ _____
3.	Construction Staking _____ _____ Dollars _____ Cents (per Lump Sum)	L.S.	\$ _____
4.	KYTC No. 2 Stone _____ _____ Dollars _____ Cents (per Ton)	Ton	\$ _____
5.	KYTC No. 9 Stone _____ _____ Dollars _____ Cents (per Ton)	Ton	\$ _____

Item No.	Description w/Unit Bid Price Written in Words	Unit	Unit Price
6.	Erosion and Sediment Prevention and Control _____ Dollars _____ Cents (per Lump Sum)	L.S.	\$
7.	Clearing and Grubbing, Including Off-Site Disposal of Brush for _____ Dollars _____ Cents (per Lump Sum)	L.S.	
8.	Removal and Disposal of Existing Piping, Structures, Excess Excavated Soils, and Any Deleterious Materials, Complete _____ Dollars _____ Cents (per Lump Sum)	L.S.	
9.	New KDOH Curb Box Inlet, Type B, in Sag Condition with a 10-Foot Throat, Furnishing, Excavation, Bedding, Laying and Backfilling, Complete, for _____ Dollars _____ Cents (per Each)	Each	
10.	New 15-Inch RCP, Furnishing, Trenching, Bedding, Laying, and Backfilling, Unclassified Excavation, Complete, for _____ Dollars _____ Cents (per Linear Foot)	L.F.	
11.	New 8-Foot Wide x 3-Foot Deep Precast Box Culvert, Furnishing, Trenching, Bedding, Laying and Backfilling, Unclassified Excavation, Complete, for _____ Dollars _____ Cents (per Linear Foot)	L.F.	
12.	New Precast Wing Wall, Headwall, Footing, and Toe Wall for Box Culvert, Furnishing, Bedding, Laying and Backfilling, Unclassified Excavation, Including Handrail Above Structure, Complete System, for _____ Dollars _____ Cents (per Each)	Each	
13.	Flexamat Mat Reinforcement, Furnishing, Bedding, Laying, Anchoring System per Manufacturer's Recommendation, Including 10 Ounce Nonwoven Backing in the Channel, Anchor Trench and Concrete, for a complete Functioning System for _____ Dollars _____ Cents (per Square Foot)	S.F.	
14.	Concrete Sidewalk Repair, Match Existing Width, for _____ Dollars _____ Cents (per Square Yard)	S.Y.	
15.	Full Width Asphalt Repaving of Riviera Road, Milling (1-Inch), Trench Cap, Surface Layer (1-1/2 Inch), Complete, per Detail for _____ Dollars _____ Cents (per Linear Foot)	L.F.	

Item No.	Description w/Unit Bid Price Written in Words	Unit	Unit Price
16.	Tensar Grid GG8512TF for Above the Box Culvert Inside the Roadway, per Detail, Installed per Manufacturer's Recommendation, for _____ Dollars _____ Cents (per Square Yard)	S.Y.	
17.	New Type 4 Curb and Gutter, Including Transition Zone to Existing Curb and Gutter (Removal and Disposal of Existing Curb and Gutter), for _____ Dollars _____ Cents (per Linear Foot)	L.F.	
18.	Asphalt Apron and Driveway Repair, to Match Existing Condition, for _____ Dollars _____ Cents (per Square Yard)	S.Y.	
19.	Search and Extra Depth Excavation, Only on Order of the Engineer, for _____ Dollars _____ Cents (per Cubic Yard)	C.Y.	
20.	Sodding of Disturbed Area, for _____ Dollars _____ Cents (per Square Yard)	S.Y.	

The ENGINEER'S Estimated Quantities shown in the Construction Plans are to be considered approximate. It is the CONTRACTOR'S responsibility to verify and determine quantities and unit costs that reflect the Total Lump Sum Cost for the entire project. Once the bid is submitted, the CONTRACTOR will not be permitted to alter the unit prices identified in the Bid Schedule.

Submitted by:

Firm

Address

City, State & Zip

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

Signature of Authorized Company Representative – Title

Representative/s Name (Typed or Printed)

Area Code – Phone – Extension

Fax #

E-Mail Address

OFFICIAL ADDRESS:

_____ (Seal if Bid is by Corporation)

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

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

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

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

(Attach Separate Sheet If Necessary)

- 6. Financial Condition:

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

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

(Surety)

Signed: _____ (Representative of Surety)

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

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

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

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

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

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

11. DBE Participation on current bonded projects under contract:

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

(USE ADDITIONAL SHEETS IF NECESSARY)

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

6. LIST OF PROPOSED SUBCONTRACTORS

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

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

(Attach additional sheet(s) if necessary.)

**7. Lexington-Fayette Urban County Government
MWDBE PARTICIPATION GOALS**

A. GENERAL

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

B. PROCEDURES

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

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

D. OBLIGATION OF BIDDER FOR GOOD FAITH EFFORTS

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

E. DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS

- 1) Bidders reaching the Goal are required to submit only the MWDBE Participation Form." The form must be fully completed including names and telephone number of participating MWDBE firm(s); type of work to be performed; estimated value of the contract and value expressed as a percentage of the total Lump Sum Bid Price. The form must be signed and dated, and is to be submitted with the bid.
- 2) Bidders not reaching the Goal must submit the "MWDBE Participation Form", the "Quote Summary Form" and a written statement documenting their Good Faith Effort to do so. If bid includes no MWDBE and/or Veteran participation, bidder shall enter "None" on the subcontractor / supplier form). In addition, the bidder must submit written proof of their Good Faith Efforts to meet the Participation Goal:
 - a. Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow MWDBE firms and Veteran-Owned businesses to participate.

- b. Included documentation of advertising in the above publications with the bidders good faith efforts package
- c. Attended LFUCG Central Purchasing Economic Inclusion Outreach event
- d. Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs and/or Veteran-Owned businesses of subcontracting opportunities
- e. Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms and Veteran-Owned businesses.
- f. Requested a list of MWDBE and/or Veteran subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).
- g. Contacted organizations that work with MWDBE companies for assistance in finding certified MWDBE firms and Veteran-Owned businesses to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.
- h. Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs and/or Veteran-Owned businesses soliciting their participation in the contract not less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.
- i. Followed up initial solicitations by contacting MWDBEs and Veteran-Owned Businesses to determine their level of interest.
- j. Provided the interested MWDBE firm and/or Veteran-Owned business with adequate and timely information about the plans, specifications, and requirements of the contract.
- k. Selected portions of the work to be performed by MWDBE firms and/or Veteran-Owned businesses in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE and Veteran participation, even when the prime contractor may otherwise perform these work items with its own workforce
- l. Negotiated in good faith with interested MWDBE firms and Veteran-Owned businesses not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.
- m. Included documentation of quotations received from interested MWDBE firms and Veteran-Owned businesses which were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.
- n. Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a MWDBE and/or Veteran-

Owned business's quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE and Veteran goals.

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

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

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

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



MINORITY BUSINESS ENTERPRISE PROGRAM

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

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

To that end the city council adopted and implemented Resolution 484-2017 – A Certified Minority, Women and Disadvantaged Business Enterprise ten percent (10%) minimum goal and a three (3%) minimum goal for Certified Veteran-Owned Small Businesses and Certified Service Disabled Veteran – Owned Businesses for government contracts.

The resolution states the following definitions shall be used for the purposes of reaching these goals (a full copy is available in Central Purchasing):

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

Certified Minority Business Enterprise (MBE) – a business in which at least fifty-one percent (51%) is owned, managed and controlled by an ethnic minority (i.e. African American, Asian American/ Pacific Islander, Hispanic Islander, Native American/Native Alaskan Indian) as defined in federal law or regulation as it may be amended from time-to-time.

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

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

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

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

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

Business	Contact	Email Address	Phone
LFUCG	Sherita Miller	smiller@lexingtonky.gov	859-258-3323
Commerce Lexington – Minority Business Development	Tyrone Tyra	ttyra@commercelexington.com	859-226-1625
Tri-State Minority Supplier Diversity Council	Susan Marston	smarston@tsmsdc.com	502-365-9762
Small Business Development Council	Shawn Rogers UK SBDC	shawn.rogers@uky.edu	859-257-7666
Community Ventures Corporation	Phyllis Alcorn	palcorn@cvky.org	859-231-0054
KY Transportation Cabinet (KYTC)	Melvin Bynes	Melvin.bynes2@ky.gov	502-564-3601
KYTC Pre-Qualification	Shella Eagle	Shella.Eagle@ky.gov	502-782-4815
Ohio River Valley Women’s Business Council (WBENC)	Sheila Mixon	smixon@orvwbc.org	513-487-6537
Kentucky MWBE Certification Program	Yvette Smith, Kentucky Finance Cabinet	Yvette.Smith@ky.gov	502-564-8099
National Women Business Owner’s Council (NWBOC)	Janet Harris-Lange	janet@nwbo.org	800-675-5066
Small Business Administration	Robert Coffey	robertcoffey@sba.gov	502-582-5971
LaVoz de Kentucky	Andres Cruz	lavozdeky@yahoo.com	859-621-2106
The Key News Journal	Patrice Muhammad	production@keynewsjournal.com	859-685-8488



LFUCG MWDBE PARTICIPATION FORM

Bid/RFP/Quote Reference # _____

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

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

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

Company

Company Representative

Date

Title



LFUCG MWDBE SUBSTITUTION FORM
Bid/RFP/Quote Reference # _____

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

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

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

Company

Company Representative

Date

Title



MWDBE QUOTE SUMMARY FORM

Bid/RFP/Quote Reference # _____

The undersigned acknowledges that the minority and/or veteran subcontractors listed on this form did submit a quote to participate on this project. Failure to submit this form may cause rejection of the bid.

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

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

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

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

Company

Company Representative

Date

Title



LFUCG SUBCONTRACTOR MONTHLY PAYMENT REPORT

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

Bid/RFP/Quote # _____

Total Contract Amount Awarded to Prime Contractor for this Project _____

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

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

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

Company

Company Representative

Date

Title

LFUCG STATEMENT OF GOOD FAITH EFFORTS

Bid/RFP/Quote # _____

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

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

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

_____ Attended LFUCG Central Purchasing Economic Inclusion Outreach event

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

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

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

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

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

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

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

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

even when the prime contractor may otherwise perform these work items with its own workforce

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

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

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

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

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

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

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

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

Company

Company Representative

Date

Title

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

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

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

9. STATEMENT OF EXPERIENCE

NAME OF INDIVIDUAL: _____

POSITION/TITLE: _____

STATEMENT OF EXPERIENCE: _____

NAME OF INDIVIDUAL: _____

POSITION/TITLE: _____

STATEMENT OF EXPERIENCE: _____

NAME OF INDIVIDUAL: _____

POSITION/TITLE: _____

STATEMENT OF EXPERIENCE: _____

NAME OF INDIVIDUAL: _____

POSITION/TITLE: _____

STATEMENT OF EXPERIENCE: _____

NAME OF INDIVIDUAL: _____

POSITION/TITLE: _____

STATEMENT OF EXPERIENCE: _____

NAME OF INDIVIDUAL: _____

POSITION/TITLE: _____

STATEMENT OF EXPERIENCE: _____

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

10. EQUAL OPPORTUNITY AGREEMENT

Standard Title VI Assurance

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

The Law

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

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

the benefactor of the Federal funds, it is both against the Urban County Government policy and illegal for the Government to let contracts to companies which knowingly or unknowingly practice discrimination in their employment practices. Violation of the above mentioned ordinances may cause a contract to be canceled and the contractor may be declared ineligible for future consideration.

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

Bidders

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

Signature

Name of Business

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

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

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

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

The Act further provides:

KRS 45.610. Hiring minorities – Information required

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

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

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

KRS 45.630 Termination of existing employee not required, when

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

KRS 45.640 Minimum skills

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

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

11. EQUAL EMPLOYMENT OPPORTUNITY AFFIRMATIVE ACTION POLICY

It is the policy of _____

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

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

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

12. WORKFORCE ANALYSIS FORM

Name of Organization: _____

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

Prepared by: _____

(Name and Title)

Date: ____/____/____

Revised 2015-Dec-15

13. EVIDENCE OF INSURABILITY

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

Names Insured: _____ Employee ID: _____

Address: _____ Phone: _____

Project to be insured: _____

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

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

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

Agency or Brokerage _____ Name of Authorized Representative _____

Street Address _____ Title _____

City _____ State _____ Zip _____ Authorized Signature _____

Telephone Number _____ Date _____

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

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

14. DEBARRED FIRMS

PROJECT NAME: _____

BID NUMBER: _____

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

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

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

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

Name of Firm Submitting Bid

Signature of Authorized Official

Title

Date

15. DEBARMENT CERTIFICATION

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

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

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

Firm Name: _____

Project: _____

Printed Name and Title of Authorized Representative: _____

Signature: _____

Date: _____

END OF SECTION

PART IV
GENERAL CONDITIONS
TABLE OF CONTENTS

Article Number	Title	Page
1.	DEFINITIONS	6
2.	PRELIMINARY MATTERS	10
3.	CONTRACT DOCUMENTS: INTENT, CONFLICTS, AMENDING AND REUSE	11
4.	AVAILABILITY OF LANDS; PHYSICAL CONDITIONS, REFERENCE POINTS	13
5.	CONTRACTOR'S RESPONSIBILITIES	15
6.	OTHER WORK.....	26
7.	OWNER'S RESPONSIBILITIES	27
8.	CONSULTANT'S STATUS DURING CONSTRUCTION	28
9.	CHANGES IN THE WORK	30
10.	CHANGE OF CONTRACT PRICE	31
11.	CHANGE OF CONTRACT TIME	38
12.	WARRANTY AND GUARANTEE; TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK	38
13.	PAYMENTS TO CONTRACTOR AND COMPLETION	42
14.	SUSPENSION OF WORK AND TERMINATION.....	46
15.	MISCELLANEOUS	49

DETAILED TABLE OF CONTENTS OF GENERAL CONDITIONS

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

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

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

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

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

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

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

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

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

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

14. Suspension of Work and Termination

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

15. Miscellaneous

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

END OF SECTION

PART IV

GENERAL CONDITIONS

1. DEFINITIONS

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

1.1 Addenda

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

1.2 Agreement

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

1.3 Application for Payment

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

1.4 Bid

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

1.5 Bidder

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

1.6 Bonds

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

1.7 Calendar Day

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

1.8 Change Order

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

1.9 Contract Documents

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

1.10 Contract Unit Price

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

1.11 Contract Time

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

1.12 CONTRACTOR

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

1.13 Defective

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

1.14 Drawings

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

1.15 Effective Date of the Agreement

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

1.16 CONSULTANT

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

1.17 Field Order

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

1.18 Giving Notice

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

1.19 Laws and Regulations

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

1.20 Notice of Award

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

1.21 Notice to Proceed

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

1.22 OWNER

The Lexington-Fayette Urban County Government.

1.23 Partial Utilization

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

1.24 Project

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

1.25 Inspector

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

1.26 Shop Drawings

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

- 1.27 Specifications**
Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto.
- 1.28 Standard Specifications**
The "Standard Specifications for Road and Bridge Construction", Transportation Cabinet, Department of Highways, Commonwealth of Kentucky, current edition. MUTCD shall refer to the "Manual of Uniform Traffic Control Devices.
- 1.29 Subcontractor**
An individual, firm or corporation having a direct contract with CONTRACTOR or with any other Subcontractor for the performance of a part of the Work at the site.
- 1.30 Special Conditions**
The part of the Contract Documents which amends or supplements these General Conditions.
- 1.31 Supplier**
A manufacturer, fabricator, supplier, distributor, materialman or vendor.
- 1.32 Underground Facilities**
All pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels or other such facilities or attachments, and any encasements containing such facilities which have been installed underground to furnish any of the following services or materials: electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, sewage and drainage removal, traffic or other control systems or water.
- 1.33 Unit Price Work**
Not applicable
- 1.34 Work**
The entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work is the result of performing services, furnishing labor and furnishing and incorporating materials and equipment into the construction, all as required by the Contract Documents.
- 1.35 Time Period**
When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

2. PRELIMINARY MATTERS

2.1 Delivery of Bonds

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

2.2 Copies of Documents

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

2.3 Commencement of Contract Time; Notice to Proceed

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

2.4 Starting the Project

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

2.5 Before Starting Construction

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

2.6 Submittal of Schedules

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

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

2.6.2 a preliminary schedule of Shop Drawing submissions; and

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

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

2.7 Preconstruction Conference

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

2.8 Finalizing Schedules

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

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

3.1 General

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

3.2 Intent

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

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

3.3 Conflicts

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

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

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

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

3.4 Amending and Supplementing Contract Documents

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

3.5 Reuse of Documents

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

4. AVAILABILITY OF LANDS; PHYSICAL CONDITIONS, REFERENCE POINTS

4.1 Availability of Lands

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

4.2 Physical Conditions

4.2.1 Explorations and Reports

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

4.2.2 Existing Structures

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

responsibility with respect to physical conditions in or relating to such structures.

4.2.3 Report of Differing Conditions

If CONTRACTOR believes that:

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

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

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

4.2.4 CONSULTANT'S Review

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

4.2.5 Possible Document Change

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

4.2.6 Possible Price and Time Adjustments

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

4.3 Physical Conditions-Underground Facilities

4.3.1 Shown or Indicated

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

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

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

4.3.2 Not Shown or Indicated

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

4.4 Reference Points

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

5. CONTRACTOR'S RESPONSIBILITIES

5.1 Supervision

CONTRACTOR shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. CONTRACTOR shall assure that all CONTRACTOR personnel (including subcontractors, etc.) conduct themselves in a courteous and respectful manner

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

5.2 Superintendence

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

5.3 Labor

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

5.4 Start-Up and Completion of Work

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

5.5 Materials and Equipment

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

5.5.1 Not Clearly Specified or Indicated

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

5.5.2 Coordination of Work

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

5.6 Adjusting Progress Schedule

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

5.7 Substitutes or "Or-Equal" Items

5.7.1 General

Whenever materials or equipment are specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular supplier, the naming of the item is intended to establish the type, function, and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other

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

5.7.2 Substitutes

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

5.7.3 OWNER/CONSULTANT'S Approval

OWNER/CONSULTANT will be allowed a reasonable time within which to evaluate each proposed substitute. OWNER/CONSULTANT will be the sole judge of acceptability, and no substitute will be ordered, installed

or utilized without OWNER/CONSULTANT'S prior written acceptance which will be evidenced by either a Change Order or an approved Shop Drawing. OWNER may require CONTRACTOR to furnish at CONTRACTOR'S expense a special performance guarantee or other surety with respect to any substitute. OWNER/CONSULTANT will record time required by OWNER/CONSULTANT and OWNER/CONSULTANT'S consultants in evaluating substitutions proposed by CONTRACTOR and in making changes in the Contract Documents occasioned thereby. Whether or not OWNER/CONSULTANT accepts a proposed substitute, CONTRACTOR shall reimburse OWNER for the charges of OWNER/CONSULTANT and OWNER/CONSULTANT'S consultants for evaluating each proposed substitute.

5.8 Subcontractors, Suppliers, and Others

5.8.1 Acceptable to CONSULTANT

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

5.8.2 Objection After Due Investigation

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

5.8.3 Contractor Responsible for Acts of Subcontractors

The CONTRACTOR shall perform on the site, and with its own organization, work equivalent to at least fifty (50) percent of the total amount of Work to be performed under the Contract. This percentage may be

reduced by a supplemental agreement to this Contract if, during performing the Work, the CONTRACTOR requests a reduction and the Urban County project manager determines that the reduction would be to the advantage of the Urban County Government.

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

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

5.8.4 Division of Specifications

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

5.8.5 Agreement Between Contractor and Subcontractors

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

5.8.6 Statements and Comments by CONTRACTOR

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

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

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

5.9 Patent Fees and Royalties

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

5.10 Permits

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

5.11 Laws and Regulations

5.11.1 CONTRACTOR to Comply

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

5.11.2 Specifications and Drawings at Variance

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

Any party, firm or individual submitting a proposal pursuant to invitation must have paid all taxes owed to the Lexington-Fayette Urban County

Government at the time the proposal is submitted, and must maintain a "current" status in regard to those taxes throughout the Contract. If applicable, business must be licensed in Fayette County.

5.12 Taxes

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

5.13 Use of Premises

5.13.1 Project Site

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

5.13.2 Clean UP

During the progress of the Work, CONTRACTOR shall keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the Work. At the completion of the Work, CONTRACTOR shall remove all waste materials, rubbish and debris from and about the premises as well as all tools, appliances, construction equipment and machinery, and surplus materials, and shall leave the site clean and ready for

occupancy by OWNER. CONTRACTOR shall restore to original condition all property not designated for alteration by the Contract Documents.

5.13.1 Loading of Structures

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

5.14 Record Drawings

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

5.15 Shop Drawings and Samples

5.15.1 Shop Drawing Submittals

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

5.15.2 Sample Submittals

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

5.15.3 Review by CONTRACTOR

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

5.15.4 Notice of Variation

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

5.15.5 CONSULTANT'S Approval

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

5.15.6 Responsibility for Errors and Omissions

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

5.15.7 Cost of Related Work

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

5.16 Continuing the Work

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

5.17 Erosion and Sediment Control

5.17.1 General Environmental Requirements

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

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

5.17.2 Stormwater Pollution Prevention

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

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

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

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

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

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

6. OTHER WORK

6.1 Related Work at Site

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

6.2 Other Contractors or Utility Owners

CONTRACTOR shall afford each utility owner and other contractor who is a party to such a direct contract (or OWNER, if OWNER is performing the additional work with OWNER'S employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such work, and shall properly connect and coordinate the Work with theirs. CONTRACTOR shall do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. CONTRACTOR shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with

the written consent of CONSULTANT and the others whose work will be affected. The duties and responsibilities of CONTRACTOR under this paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of CONTRACTOR in said direct contracts between OWNER and such utility owners and other contractors.

6.3 Delays Caused by Others

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

6.4 Coordination

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

7. OWNER'S RESPONSIBILITIES

7.1 Communications

OWNER shall issue all communications to CONTRACTOR through CONSULTANT.

7.2 Data and Payments

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

7.3 Lands, Easements, and Surveys

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

7.4 Change Orders

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

7.5 Inspections, Tests and Approvals

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

7.6 Stop or Suspend Work

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

8. CONSULTANT'S STATUS DURING CONSTRUCTION

8.1 OWNER'S Representative

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

8.2 Visits to Site

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

8.3 Project Representation

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

8.4 Clarifications and Interpretations

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

8.5 Authorized Variations in Work

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

8.6 Rejecting Defective Work

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

8.7 Shop Drawings

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

8.8 Change Orders

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

8.9 Payments

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

8.10 Determinations for Unit Prices

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

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

8.11 Decision on Disputes

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

8.12 Limitations on CONSULTANT's Responsibilities

8.12.1 CONTRACTOR, Supplier, or Surety

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

8.12.2 To Evaluate the Work

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

8.12.3 CONTRACTOR'S Means, Methods, Etc.

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

8.12.4 Acts of Omissions of CONTRACTOR

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

9. CHANGES IN THE WORK

9.1 OWNER May Order Change

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

9.2 Claims

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

9.3 Work Not in Contract Documents

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

9.4 Change Orders

OWNER and CONTRACTOR shall execute appropriate Change Orders covering:

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

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

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

9.5 Notice of Change

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

10. CHANGE OF CONTRACT PRICE

10.1 Total Compensation

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

10.2 Claim for Increase or Decrease in Price

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

10.3 Value of Work

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

10.3.1 Unit Prices

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

10.3.2 Lump Sum

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

10.3.3 Cost Plus Fee

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

10.4 Cost of the Work

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

10.4.1 Payroll Costs

Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the Work under schedules of job classifications agreed upon by OWNER and CONTRACTOR. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of

fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, workers' or workmen's compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. Such employees shall include superintendents and foremen at the site. The expenses of performing Work after regular working hours, on Saturday, Sunday or legal holidays, shall be included in the above to the extent authorized by OWNER.

10.4.2 Materials and Equipment Costs

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

10.4.3 Subcontractor Costs

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

10.4.4 Special Consultant Costs

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

10.4.5 Supplemental Costs

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

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

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

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

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

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

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

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

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

10.5 Not to Be Included in Cost of the Work

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

10.5.1 Costs of Officers and Executives

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

10.5.2 Principal Office

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

10.5.3 Capital Expense

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

10.5.4 Bonds and Insurance

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

10.5.5 Costs Due to Negligence

Costs due to the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of

defective Work, disposal of materials or equipment wrongly supplied and making good any damage to property.

10.5.6 Other Costs

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

10.6 Contractor's Fee

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

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

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

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

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

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

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

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

10.7 Itemized Cost Breakdown

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

10.8 Cash Allowances

It is understood that CONTRACTOR has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so

covered to be done by such Subcontractors or Suppliers and for such sums within the limit of the allowances as may be acceptable to CONSULTANT, CONTRACTOR agrees that:

10.8.1 Materials and Equipment

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

10.8.2 Other Costs

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

10.8.3 Change Order

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

10.9 Unit Price Work

10.9.1 General

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

10.9.2 Overhead and Profit

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

10.9.3 Claim for Increase in Unit Price

Where the quantity of any item of Unit Price Work performed by CONTRACTOR differs materially and significantly from the estimated quantity of such item indicated in the Agreement and there is no corresponding adjustment with respect to any other item of Work and if

CONTRACTOR believes that CONTRACTOR has incurred additional expense as a result thereof, CONTRACTOR may make a claim for an increase in the Contract Price in accordance with Article 10.

11. CHANGE OF CONTRACT TIME

11.1 Change Order

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

11.2 Justification for Time Extensions

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

11.3 Time Limits

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

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

12.1 Warranty and Guarantee

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

12.2 Access to Work

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

12.3 Tests and Inspections

12.3.1 Timely Notice

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

12.3.2 Requirements and Responsibilities

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

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

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

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

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

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

12.3.3 On-Site Construction Test and Other Testing

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

12.3.4 Covered Work

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

12.3.5 CONTRACTOR'S Obligation

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

12.4 OWNER May Stop the Work

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

12.5 Correction or Removal of Defective Work

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

12.6 One Year Correction Period

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

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

12.7 Acceptance of Defective Work

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

12.8 OWNER May Correct Defective Work

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

the Work attributable to the exercise by OWNER of OWNER'S rights and remedies hereunder.

13. PAYMENTS TO CONTRACTOR AND COMPLETION

13.1 Schedule of Values

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

13.2 Application for Progress Payment

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

13.2.1 Waivers of Mechanic's Lien

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

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

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

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

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

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

13.3 CONTRACTOR'S Warranty of Title

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

13.4 Review of Applications for Progress Payment

13.4.1 Submission of Application for Payment

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

13.4.2 CONSULTANT'S Recommendation

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

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

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

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

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

13.5 Partial Utilization

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

13.6 Final Inspection

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

13.7 Final Application for Payment

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

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

13.8 Final Payment and Acceptance

13.8.1 CONSULTANT'S Approval

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

13.8.2 Delay in Completion of Work

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

13.9 CONTRACTOR'S Continuing Obligation

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

Work in accordance with the Contract Documents (except as provided in paragraph 13.10).

13.10 Waiver of Claims

The making and acceptance of final payment will constitute:

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

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

14. SUSPENSION OF WORK AND TERMINATION

14.1 OWNER May Suspend Work

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

14.2 OWNER May Terminate

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

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

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

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

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

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

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

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

14.2.8 if CONTRACTOR disregards the authority of CONSULTANT, or

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

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

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

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

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

14.3 CONTRACTOR'S Services Terminated

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

14.4 Payment After Termination

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

14.5 CONTRACTOR May Stop Work or Terminate

If, through no act or fault of CONTRACTOR, the Work is suspended for a period of more than ninety days by OWNER or under an order of court or other public authority, or CONSULTANT fails to act on any Application for Payment within sixty days after it is submitted, or OWNER fails for sixty days to pay CONTRACTOR any sum finally determined to be due, then CONTRACTOR may, upon seven days' written notice to OWNER and CONSULTANT, terminate the Agreement and recover from OWNER payment for all Work executed and any expense sustained plus reasonable termination expenses. In addition and in lieu of terminating the Agreement, if CONSULTANT has failed to act on an Application for Payment or OWNER has failed to make any payment as aforesaid, CONTRACTOR may upon seven days' written notice to OWNER and CONSULTANT stop the Work until payment of all amounts then due. The provisions of this paragraph shall not relieve CONTRACTOR of the obligations

under paragraph 5.16 to carry on the Work in accordance with the progress schedule and without delay during disputes and disagreements with OWNER.

15. MISCELLANEOUS

15.1 Claims for Injury or Damage

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

15.2 Non-Discrimination in Employment

The CONTRACTOR shall comply with the following requirements prohibiting discrimination:

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

15.2.2 That it is an unlawful practice for an employer:

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

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

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

origin in admission to, or employment in, any program established to provide apprenticeship or other training.

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

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

15.3 Temporary Street Closing or Blockage

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

15.4 Percentage of Work Performed by prime CONTRACTOR

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

15.5 Clean-up

Cleanup shall progress, to the greatest degree practicable, throughout the course of the Work. The Work will not be considered as completed, and final payment will not be made, until the right-of-way and all ground occupied or affected by the Contractor in connection with the Work has been cleared of all rubbish, equipment, excess materials, temporary structures, and weeds. Rubbish and all waste materials of whatever nature shall be disposed of, off of the project site, in an acceptable manner. All property, both public and private, which has been damaged in the prosecution of the Work, shall be restored in an acceptable manner. All areas shall be draining, and all drainage ways shall be left unobstructed, and in such a condition that drift will not collect or scour be induced.

15.6 General

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

obligation, right and remedy to which they apply. All representations, warranties and guarantees made in the Contract Documents will survive final payment and termination or completion of the Agreement.

15.7 Debris Disposal

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

END OF SECTION

PART V
SPECIAL CONDITIONS
INDEX

- 1 BLASTING
- 2 RISK MANAGEMENT PROVISIONS –
INSURANCE AND INDEMNIFICATION
- 3 WAGE SCALE (if applicable)

1. **BLASTING** – Is not allowed.

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

INDEMNIFICATION AND HOLD HARMLESS PROVISION

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

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

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

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

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

FINANCIAL RESPONSIBILITY

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

INSURANCE REQUIREMENTS

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

Required Insurance Coverage

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

<u>Coverage</u>	<u>Limits</u>
General Liability aggregate (Insurance Services Office Form CG 00 01)	\$1 million per occurrence, \$2 million or \$2 million combined single limit
Commercial Automobile Liability (Insurance Services Office Form CA 0001)	combined single, \$1 million per occurrence
Worker's Compensation	Statutory
Employer's Liability	\$1,000,000.00

The policies above shall contain the following conditions:

- a. All Certificates of Insurance forms used by the insurance carrier shall be properly filed and approved by the Department of Insurance for the Commonwealth of Kentucky (DOI). LFUCG shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy using the Kentucky DOI approved forms.
- b. The General Liability Policy shall be primary to any insurance or self-insurance retained by LFUCG.
- c. The General Liability Policy shall include a Products and Completed Operations endorsement or Premises and Operations Liability endorsement unless it is deemed not to apply by LFUCG.

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

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

Renewals

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

Deductibles and Self-Insured Programs

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

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

- f. Self-Insured Associations will be considered.

Safety and Loss Control

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

Verification of Coverage

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

Right to Review, Audit and Inspect

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

DEFAULT

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

00357187

3. **WAGE SCALES** – not applicable.

END OF SECTION

PART VI
CONTRACT AGREEMENT
INDEX

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

PART VI
CONTRACT AGREEMENT

INDEX

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

PART VI

CONTRACT AGREEMENT

THIS AGREEMENT, made on the 4th day of December, 2018, by and between **Lexington-Fayette Urban County Government**, acting herein called "OWNER" and C3 Construction, LLC, doing business as ~~*(an individual)~~ ~~(a partnership)~~ (a corporation) located in the City of Lexington, County of Fayette, and State of Kentucky, hereinafter called "CONTRACTOR."

WITNESSETH: That the CONTRACTOR and the OWNER in consideration of Two Thousand Seventy Thousand Dollars and Zero Cents (\$270,000.00) quoted in the proposal by the CONTRACTOR, dated November 6, 2018, 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 Bell Engineering for Riviera Road Culvert Replacement project, Bid No. 140-2018.

2. TIME OF COMPLETION

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

3. ISSUANCE OF WORK ORDERS

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

4. THE CONTRACT SUM

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

5. PROGRESS PAYMENTS

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

6. ACCEPTANCE AND FINAL PAYMENT

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

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

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

7. THE CONTRACT DOCUMENTS

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

8. EXTRA WORK

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

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

SPECIFICATIONS

SECTION NO.	TITLE	PAGES
I	Advertisement for Bids	AB 1 thru 5
II	Information for Bidders	IB 1 thru 10
III	Form of Proposal	P 1 thru 35
IV	General Conditions	GC 1 thru 51
V	Special Conditions	SC 1 thru 8
VI	Contract Agreement	CA 1 thru 5
VII	Performance and Payment Bonds	PB 1 thru 7
VIII	Addenda	AD 1 thru 1
IX	Technical Specifications	
01010	Summary of Work	01010-1
02110	Site Clearing and Grubbing	02110-1 Thru 02110-2
02140	Dewatering	02140-1
02235	Crushed Stone and Dense Graded Aggregate (DGA)	02235 1 Thru 02235 3
02270	Geotextiles	02270-1 Thru 02270-2
02500	Asphalt Paving	02500-1 Thru 02500-5
02510	Concrete Paving	02510-1 Thru 02510-3
02700	Sewer and Drain Pipe	02700-1 Thru 02700-37
02930	Sodding and Seeding	02930-1 Thru 02930-7
03301	Cast-In-Place Concrete (Minor Structures)	03301-1 Thru 03301-4
03302	Precast Reinforced Concrete Box Culvert	03302-1 Thru 03302-2

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

(Seal)

Lexington-Fayette Urban County Government.
Lexington, Kentucky

(Owner)

ATTEST:


Clerk of the Urban County Council

BY: 
MAYOR

(Witness)


(Title)

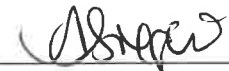
(Seal)


C3 Construction, LLC

(Contractor)

(Secretary)*

BY: 


(Witness)


(Title)

1315-C West Main Street, Lexington, KY 40508
(Address and Zip Code)

IMPORTANT: *Strike out any non-applicable terms.

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



AIA Document A312™ – 2010

Bond # 1200478

Performance Bond

CONTRACTOR:

(Name, legal status and address)

C3 Construction, LLC
1315-C West Main Street
Lexington, KY 40508

OWNER:

(Name, legal status and address)

Lexington-Fayette Urban County Government
200 E. Main St., 3rd Fl
Lexington, KY 40507
CONSTRUCTION CONTRACT

Date: December 04, 2018

Amount: \$270,000.00

Description: Riviera Road Culvert Replacement

(Name and location)

BOND

Date: December 27, 2018

(Not earlier than Construction Contract Date)

Amount: \$270,000.00

Modifications to this Bond: None See Section 16

CONTRACTOR AS PRINCIPAL

C3 Construction, LLC
Company: (Corporate Seal)

And Title: By: 

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

(FOR INFORMATION ONLY— Name, address and telephone)

AGENT or BROKER:

Van Meter Insurance Group
1240 Fairway St
Bowling Green, KY
(270)781-2020

SURETY:

(Name, legal status and principal place of business)

Old Republic Insurance Company
P.O. Box 789
Greensburg, PA 15601

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

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

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

SURETY

Old Republic Insurance Company
Company: (Corporate Seal)

And Title: By: 

Attorney-in-Fact **Melissa Propst**

OWNER'S REPRESENTATION:

(Architect, Engineer or other party)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

§ 14 Definitions

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

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

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

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

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

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

§ 16 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)	
CONTRACTOR AS PRINCIPAL	SURETY
Company: _____ (Corporate Seal)	Company: _____ (Corporate Seal)
Signature: _____	Signature: _____
Name and Title: _____	Name and Title: _____
Address: _____	Address: _____
Caution: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will be not be obscured.	
AIA Document A312™ — 2010 The American Institute of Architects	
4	



AIA Document A312™ – 2010

Bond # 1200478

Payment Bond

CONTRACTOR:

(Name, legal status and address)

C3 Construction, LLC
1315-C West Main Street
Lexington, KY 40508

OWNER:

(Name, legal status and address)

Lexington-Fayette Urban County Government
200 E. Main St., 3rd Fl
Lexington, KY 40507
CONSTRUCTION CONTRACT

Date: December 04, 2018

Amount: \$270,000.00

SURETY:

(Name, legal status and principal place of business)

Old Republic Insurance Company
P.O. Box 789
Greensburg, PA 15601

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

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

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

Description: Riviera Road Culvert Replacement

(Name and location)

BOND

Date: December 27, 2018

(Not earlier than Construction Contract Date)

Amount: \$270,000.00

Modifications to this Bond: None See Section 16

CONTRACTOR AS PRINCIPAL

C3 Construction, LLC
Company:

(Corporate Seal)

And Title: By: 

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

(FOR INFORMATION ONLY— Name, address and telephone)

AGENT or BROKER:

Van Meter Insurance Group
1240 Fairway St
Bowling Green, KY
(270)781-2020

SURETY

Old Republic Insurance Company

Company:

(Corporate Seal)

And Title: By: 

Attorney-in-Fact

Melissa Propst

OWNER'S REPRESENTATION:

(Architect, Engineer or other party)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to

Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

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

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

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

§ 16 Definitions

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

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

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

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

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

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

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

§ 18 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)	
CONTRACTOR AS PRINCIPAL Company: _____ (Corporate Seal)	SURETY Company: _____ (Corporate Seal)
Signature: _____	Signature: _____
Name and Title: _____	Name and Title: _____
Address: _____	Address: _____
Caution: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will be not be obscured.	
AIA Document A312™ — 2010 The American Institute of Architects	
8	

POWER OF ATTORNEY

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

STEVEN M. BAAS, MELISSA PROPST, BENJAMIN P. DYCUS, CHRISTOPHER J. WISEMAN, KENNETH ALBERT, LAKALA CARTER, OF BOWLING GREEN, KY

its true and lawful Attorney(s)-in-Fact, with full power and authority, not exceeding \$50,000,000, for and on behalf of the Company as surety, to execute and deliver and affix the seal of the Company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED FIFTY MILLION DOLLARS (\$50,000,000) ----- FOR ANY SINGLE OBLIGATION

and to bind OLD REPUBLIC INSURANCE COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This document is not valid unless printed on colored background and is multi-colored. This appointment is made under and by authority of the board of directors at a meeting held on March 14, 2014. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC INSURANCE COMPANY on March 14, 2014.

RESOLVED FURTHER, that the chairman, president or any vice president of the Company's surety division, in conjunction with the secretary or any assistant secretary of the Company, be and hereby are authorized and directed to execute and deliver, to such persons as such officers of the Company may deem appropriate, Powers of Attorney in the form presented to and attached to the minutes of this meeting, authorizing such persons to execute and deliver and affix the seal of the Company to bonds, undertakings, recognizances, and suretyship obligations of all kinds, other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds. The said officers may revoke any Power of Attorney previously granted to any such person. The authority of any Power of Attorney granted by any such officer of the Company as aforesaid shall not exceed fifty million dollars (\$50,000,000.00), except (a) bonds required to be filed as open penalty bonds, and (b) bonds filed with any court or governmental authority requiring an unlimited penalty in bonds filed in that court.

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

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

IN WITNESS WHEREOF, OLD REPUBLIC INSURANCE COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 26TH day of OCTOBER, 2018.

OLD REPUBLIC INSURANCE COMPANY


Assistant Secretary

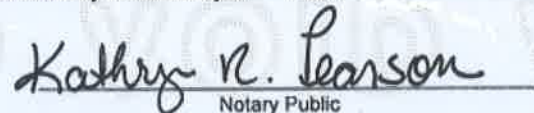



Vice President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 26TH day of OCTOBER, 2018, personally came before me, ALAN PAVLIC and JANE E CHERNEY to me known to be the individuals and officers of the OLD REPUBLIC INSURANCE COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say; that they are said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said organization.




Notary Public
My commission expires: 9/28/22

(Expiration of notary commission does not invalidate this instrument)

CERTIFICATE

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

72-1032



Signed and sealed at the City of Brookfield, WI this 27th day of December, 2018.


Assistant Secretary

VAN METER INSURANCE GROUP

THIS DOCUMENT HAS A COLORED BACKGROUND AND IS MULTICOLORED ON THE FACE. THE COMPANY LOGO APPEARS ON THE BACK OF THIS DOCUMENT AS A WATERMARK. IF THESE FEATURES ARE ABSENT, THIS DOCUMENT IS VOID.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/16/2019

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

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

PRODUCER MANN SUTTON and MCGEE 1353 Leestown Rd. Lexington KY 40508		CONTACT NAME: Lorie Gies PHONE (A/C, No, Ext): (859) 225-3661 E-MAIL ADDRESS: Lorie@msmitdins.com		FAX (A/C, No): (859) 225-8351
INSURED Churchill McGee LLC Etal C3 Construction LLC 1315-C W Main St #C Lexington KY 40508		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: GRANGE INSURANCE		14060
		INSURER B: KY. Employers Mutual Insurance		10320
		INSURER C:		
		INSURER D:		
		INSURER E:		
		INSURER F:		

COVERAGES

CERTIFICATE NUMBER: CL18122101303

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y		CPP2773056	01/01/2019	01/01/2020	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COM/OP AGG	\$ 2,000,000
								\$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CA2773057	01/01/2019	01/01/2020	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			CUP2773058	01/01/2019	01/01/2020	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$ 5,000,000
								\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	384273	01/01/2019	01/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

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

Re: Riviera Road Culvert Replacement Project
Additional Insured applies to Certificate Holder as respects to Commercial General Liability Policy with respects to Ongoing Operations and Completed Operations Coverages and shall be primary to any insurance.

Cancellation Clause: 30 Day Cancellation for any underwriting reason and 10 Day Cancellation for Non-Payment

CERTIFICATE HOLDER**CANCELLATION**

Lexington Fayette Urban County Government 200 East Main Street Lexington KY 40507	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	--

© 1988-2015 ACORD CORPORATION. All rights reserved.

Additional Named Insureds

Other Named Insureds

Churchill McGee Contracting LLC	Additional Insured
Churchill McGee LLC	Additional Insured
Churchill McGee LLP	Additional Insured
Churchill McGee Of Ohio LLC	Additional Insured
J Patrick McGee	Additional Insured
Nathan Churchill	Additional Insured
Nejpm LLC	Additional Insured
C3 Construction LLC	Additional Insured

ADDITIONAL COVERAGES

Ref #	Description Property damage-single limit	Coverage Code PD	Form No.	Edition Date	
Limit 1	Limit 2	Limit 3	Deductible Amount 2,000	Deductible Type Per Claim	Premium
Ref #	Description Underinsured motorist combined single limit	Coverage Code UNCSL	Form No.	Edition Date	
Limit 1 1,000,000	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
Ref #	Description Uninsured motorist combined single limit	Coverage Code UMCSL	Form No.	Edition Date	
Limit 1 1,000,000	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
Ref #	Description Assessment Fund	Coverage Code ASMNT	Form No.	Edition Date	
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium \$1,316.50
Ref #	Description Increased employer's liability	Coverage Code INEL	Form No.	Edition Date	
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium \$413.00
Ref #	Description Schedule rate adjustment	Coverage Code SRA	Form No.	Edition Date	
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium -\$5,620.00
Ref #	Description Experience Mod Factor 1	Coverage Code EXP01	Form No.	Edition Date	
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium -\$9,872.00
Ref #	Description Premium discount	Coverage Code PDIS	Form No.	Edition Date	
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium -\$1,905.00
Ref #	Description Expense constant	Coverage Code EXCNT	Form No.	Edition Date	
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium \$260.00
Ref #	Description Terrorism Cov	Coverage Code TEROR	Form No.	Edition Date	
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium \$96.00
Ref #	Description	Coverage Code	Form No.	Edition Date	
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

C. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

D. Inspections And Surveys

1. We have the right to:
 - a. Make inspections and surveys at any time;

- b. Give you reports on the conditions we find; and

- c. Recommend changes.

2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
 - a. Are safe or healthful; or
 - b. Comply with laws, regulations, codes or standards.

- a. Are safe or healthful; or
 - b. Comply with laws, regulations, codes or standards.

3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

E. Premiums

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

F. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

KENTUCKY CHANGES - CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
 COMMERCIAL AUTOMOBILE COVERAGE PART
 COMMERCIAL GENERAL LIABILITY COVERAGE PART
 COMMERCIAL INLAND MARINE COVERAGE PART
 COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
 COMMERCIAL PROPERTY COVERAGE PART
 CRIME AND FIDELITY COVERAGE PART
 EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
 EQUIPMENT BREAKDOWN COVERAGE PART
 FARM COVERAGE PART
 FARM UMBRELLA LIABILITY POLICY
 LIQUOR LIABILITY COVERAGE PART
 MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
 POLLUTION LIABILITY COVERAGE PART
 PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. Paragraph 2. of the Cancellation Common Policy Condition is replaced by the following:

2. Cancellation Of Policies In Effect For 60 Days Or Less

If this policy has been in effect for 60 days or less, we may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation, stating the reason for cancellation, at least 14 days before the effective date of cancellation.

B. The following is added to the Cancellation Common Policy Condition:

7. Cancellation Of Policies In Effect For More Than 60 Days

a. If this policy has been in effect for more than 60 days or is a renewal of a policy we issued, we may cancel this policy only for one or more of the following reasons:

- (1)** Nonpayment of premium;
- (2)** Discovery of fraud or material misrepresentation made by you or with your knowledge in obtaining the policy, continuing the policy, or in presenting a claim under the policy;

- (3)** Discovery of willful or reckless acts or omissions on your part which increase any hazard insured against;
- (4)** The occurrence of a change in the risk which substantially increases any hazard insured against after insurance coverage has been issued or renewed;
- (5)** A violation of any local fire, health, safety, building, or construction regulation or ordinance with respect to any insured property or the occupancy thereof which substantially increases any hazard insured against;
- (6)** We are unable to reinsure the risk covered by the policy; or
- (7)** A determination by the commissioner that the continuation of the policy would place us in violation of the Kentucky insurance code or regulations of the commissioner.

b. If we cancel this policy based on Paragraph 7.a. above, we will mail or deliver a written notice of cancellation to the first Named Insured, stating the reason for cancellation, at least:

- (1) 14 days before the effective date of the cancellation, if cancellation is for non-payment of premium; or
- (2) 75 days before the effective date of the cancellation, if cancellation is for any reason stated in 7.a.(2) through 7.a.(7) above.

C. The following is added and supersedes any provision to the contrary:

NONRENEWAL

1. For the purpose of this Condition:

- a. Any policy period or term of less than six months shall be considered to be a policy period or term of six months; and
- b. Any policy period or term of more than one year or any policy with no fixed expiration date shall be considered a policy period or term of one year.

2. If we elect not to renew this policy, we will mail or deliver written notice of nonrenewal, stating the reason for nonrenewal, to the first Named Insured shown in the Declarations, at the last mailing address known to us, at least 75 days before the expiration date of the policy period.

3. If notice of nonrenewal is not provided pursuant to this Condition, coverage under the same terms and conditions shall be deemed to be renewed for the ensuing policy period upon payment of the appropriate premium until you have accepted replacement coverage with another insurer, or until you have agreed to the nonrenewal.

4. If we mail or deliver a renewal notice to the first Named Insured at least 30 days before the end of the policy period, stating the renewal premium and its due date, the policy will terminate without further notice unless the renewal premium is received by us or our authorized agent by the due date.

5. If this policy terminates because the renewal premium has not been received by the due date, we will, within 15 days, mail or deliver to the first Named Insured at his last known address a notice that the policy was not renewed and the date it was terminated.

6. If notice is mailed, proof of mailing is sufficient proof of notice.

Endorsement

IL 20

Policy Number: CPP 2773056

Contractors' Optimum Endorsement

The following changes apply to the BUILDING AND PERSONAL PROPERTY COVERAGE FORM.

- I. The following amends specified provisions stated under **Section A. Coverage:**
 1. Item 1. **Covered Property a. Building (5)(b)** is replaced with the following:
 - (b) Materials, equipment, supplies and temporary structures, on or within 1,000 feet of the described premises, used for making additions, alterations or repairs to the building or structure.
 2. The following are added under item a. **Building as Covered Property:**
 - (6) Fuel tanks, including the piping, pumps and equipment connected to it, installed above or below ground.
 3. The first paragraph of item 1. **Covered Property b. Your Business Personal Property** is replaced with the following:
 - b. Your **Business Personal Property** consists of the following property located in or on the building or structure described in the Declarations or in the open (or in a vehicle) within 1,000 feet of the building or structure or within 1,000 feet of the premises described in the Declarations, whichever distance is greater.
 4. The following is added under item b. **Your Business Personal Property:**
 - (8) Contents of any fuel tanks, including the piping, pumps and equipment connected to it, installed above or below ground.
 - (9) Personal Property Of Others that is:
 - (a) In your care, custody or control; and
 - (b) located in or on the building or structure described in the Declarations or in the open (or in a

vehicle) within 1,000 feet of the building or structure or within 1,000 feet of the premises described in the Declarations, whichever distance is greater.

5. Item 1.c. **Personal Property of Others** is deleted.

- II. The following amends specified provisions stated under **Section A. Coverage 4. Additional Coverages:**

1. Item b. **Preservation of Property (2)** is replaced with the following:

(2) Only if the loss or damage occurs within 90 days after the property is first moved.

2. Item c. **Fire Department Service Charge** is replaced with the following:

c. Fire Department Service Charge

When the fire department is called to save or protect Covered Property from a Covered Cause of Loss, we will pay up to the \$500,000 Per Loss Aggregate Limit for certain coverages specified in this endorsement for your liability for fire department service charges:

(1) Assumed by contract or agreement prior to loss; or

(2) Required by local ordinance.

No Deductible applies to this Additional Coverage.

3. The last paragraph of item d. **Pollutant Clean Up And Removal** is replaced with the following:

The most we will pay under this Additional Coverage for each described premises is \$25,000 for the sum of all covered expenses arising out of Covered Causes of Loss occurring during each separate 12 month period of this policy.

Contractors' Optimum Endorsement

4. Item e. **Increased Cost Of Construction** is replaced in its entirety with the following:

e. Ordinance Or Law

(1) The coverages provided by this endorsement apply only if (1)(a) and (1)(b) are satisfied and they are then subject to the qualifications set forth in (1)(c).

(a) The ordinance or law:

(i) Regulates the demolition, construction or repair of buildings, or establishes zoning or land use requirements at the described premises; and

(ii) is in force at the time of loss.

But coverage under this endorsement applies only in response to the minimum requirements of the ordinance or law. Losses and costs incurred in complying with recommended actions or standards that exceed actual requirements are not covered.

(b)(i) The building sustains direct physical damage that is covered under this policy and as a result of damage you are required to comply with the ordinance or law; or

(ii) The building sustains both direct physical damage that is covered under this policy and direct physical damage that is not covered under this policy, and as a result of the building damage in its entirety you are required to comply with the ordinance or law.

(iii) But if the building sustains direct physical damage that is

not covered under this policy, and such damage is the subject of the ordinance or law, then there is no coverage under this endorsement even if the building has also sustained covered direct physical damage.

(c) In the situation described in (1)(b)(ii) above, we will not pay the full amount of loss otherwise payable under the terms of the coverage provided by this endorsement. Instead, we will pay a proportion of such loss; meaning the proportion that the covered direct physical loss bears to the total direct physical damage.

However, if the covered direct physical damage, alone, would have resulted in a requirement to comply with the ordinance or law, then we will pay the full amount of loss otherwise payable under the terms of this endorsement.

(2) We will not pay under this endorsement for:

(a) Enforcement of or compliance with any ordinance or law which requires demolition, repair, replacement, reconstruction, remodeling or remediation of property due to contamination by "pollutants" or due to the presence of, growth, proliferation, spread or any activity of "fungus", wet or dry rot or bacteria; or

(b) The costs associated with the enforcement of or compliance with any ordinance or law which requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or

Endorsement

IL 20

Policy Number: CPP 2773056

Contractors' Optimum Endorsement

neutralize, or in any way respond to, or assess the effects of "pollutants", "fungus", wet or dry rot or bacteria.

(3) Coverage

- (a) With respect to the building that has sustained covered direct physical damage, we will pay for the loss in value of the undamaged portion of the building as a consequence of or requirement to comply with an ordinance or law that requires the demolition of undamaged parts of the same building.

This **Additional Coverage** is included within the Limit of Insurance shown in the Declarations as applicable to the covered building. This does not increase the Limit of Insurance.

- (b) With respect to the building that has sustained covered direct physical damage, we will pay the cost to demolish and clear the site of undamaged parts of the same building, as a consequence of a requirement to comply with an ordinance or law that requires demolition of such undamaged property.

The most we will pay for loss or damage under this **Additional Coverage, e.(3)(b)** is \$50,000 at each described premises. This is additional insurance.

- (c) (1) With respect to the building that has sustained covered direct physical damage, we will pay the increased cost to:
- (i) Repair or reconstruct damaged portions of that

building; and/or

- (ii) Reconstruct or remodel undamaged portions of that building, whether or not demolition is required;

when the increased cost is a consequence of or requirement to comply with the minimum standards of the ordinance or law.

However:

- (i) This additional coverage applies only if the restored or remodeled property is intended for similar occupancy as the current property, unless such occupancy is not permitted by zoning or land use ordinance or law.

- (ii) We will not pay for the increased cost of construction if the building is not repaired, reconstructed or remodeled.

- (2) When a building is damaged or destroyed and e.(3)(c)(1) applies to that building, coverage for the increased cost of construction also applies to repair or reconstruction of the following subject to the same conditions stated in e.(3)(c)(1):

- (i) The cost of excavations, grading, backfilling and filling;
- (ii) Foundation of the building;
- (iii) Pilings; and
- (iv) Underground pipes, flues and drains.

Endorsement

IL 20

Policy Number: CPP 2773056

Contractors' Optimum Endorsement

The items listed in (2)(i) through (2)(iv) above are deleted from Property Not Covered, but only with respect to the coverage described in this provision (c)(2).

We will not pay for the increased cost of construction:

- (i) Until the property is actually repaired or replaced, at the same or another premises; and
- (ii) Unless repairs or replacement are made as soon as reasonably possible after the loss or damage, not to exceed two years. We may extend this period in writing during the two years.

The most we will pay for loss or damage under this **Additional Coverage, e.(3)(c)** is \$50,000 at each described premises. This is additional insurance.

- (4) If the property is repaired or replaced at the same premises or you elect to rebuild at another premises, we will not pay more than:
 - (a) The amount you actually spend to demolish and clear the site at the described premises; and
 - (b) The increased cost to repair, rebuild or construct the property at the same premises.
- (5) If the ordinance or law requires relocation to another premises we will not pay more than:
 - (a) The amount you actually spend to demolish and clear the site at the described premises; and

(b) The increased cost to rebuild or construct the property at the new premises.

- (6) Neither the Coinsurance Additional Condition nor a deductible applies to e.(3)(b) and e.(3)(c).
 - (7) The terms of this Additional Coverage apply separately to each covered building.
 - (8) Under this Additional Coverage we will not pay for costs due to an ordinance or law that:
 - (a) You were required to comply with before the loss, even when the building was damaged; and
 - (b) You failed to comply with.
 - (9) This Additional Coverage is not subject to the terms of the Ordinance or Law Exclusion, or Valuation Conditions, to the extent that such exclusions or limitations would conflict with the provisions of this Additional Coverage.
5. The following Additional Coverages are added:
- f. **Arson, Theft And Vandalism Rewards**
We will pay on behalf of the insured for information which leads to a conviction in connection with:
 - (1) A fire loss covered under this policy caused by arson;
 - (2) An actual or attempted theft of Money or other Covered Property; or
 - (3) A vandalism loss to the described premises.The limit for this Additional Coverage is the actual amount of the reward payment but not greater than 10% of the

Contractors' Optimum Endorsement

actual loss, subject to the \$500,000 Per Loss Aggregate Limit for certain coverages specified in this endorsement.

This is additional insurance. The Coinsurance Additional Condition and Deductible do not apply to this Additional Coverage.

g. Recharge Of Fire Protection Equipment

We will pay your cost to recharge or replace, whichever is less, your fire extinguishers or automatic fire protection equipment when they are discharged as a result of fighting a fire caused by a Covered Cause of Loss, on or within 1,000 feet of the described premises.

The limit for this Additional Coverage is subject to the \$500,000 Per Loss Aggregate Limit for certain coverages specified in this endorsement.

No Deductible applies to this Additional Coverage.

h. Money And Securities

Refer to **Insuring Agreements 3. Inside The Premises -Theft Of Money And Securities** and **5. Outside The Premises** of the COMMERCIAL CRIME COVERAGE FORM (LOSS SUSTAINED FORM), CR 00 21, attached to this policy for the applicable coverage.

The coverage provided is subject to the exclusions and provisions of the COMMERCIAL CRIME COVERAGE FORM (LOSS SUSTAINED FORM).

The most we will pay for loss under this coverage is \$10,000 for **Insuring Agreement 3** and \$10,000 for **Insuring Agreement 5** in addition to a separate limit that may be shown in the Declarations for **Insuring Agreement 3** and **Insuring Agreement 5**.

i. Accounts Receivable

We will pay for expenses you incur due to direct physical loss or damage to your accounts receivable records caused by or resulting from a Covered Cause of Loss at a location described in the Declarations.

(1) The expenses we will pay include:

- (a) Amounts due from your customers that you are unable to collect because of direct physical loss or damage to your accounts receivable records;
- (b) Interest charges on any loan required to offset amounts you are unable to collect because of direct physical loss or damage to your accounts receivable records, pending our payment of these amounts;
- (c) Collection expenses in excess of your normal collection expenses that are made necessary because of direct physical loss or damage to your accounts receivable records; and
- (d) Other reasonable expenses that you incur to reestablish your records of accounts receivable.

(2) We will not pay expenses for loss or damage under this Additional Coverage caused by or resulting from any of the following:

- (a) Bookkeeping, accounting or billing errors or omissions;
- (b) Electrical or magnetic injury, disturbance or erasure of electronic "Data" or "Media" records, except as a result of direct physical loss caused by lightning;

Endorsement

IL 20

Policy Number: CPP 2773056

Contractors' Optimum Endorsement

- (c) Alteration, falsification, concealment or destruction of records of accounts receivable done to conceal the wrongful giving, taking or withholding of money, securities or other property; or
 - (d) Unauthorized instructions to transfer property to any person or any place.
- (3) We will not pay expenses for loss or damage under this Additional Coverage for an audit of records or any inventory computation to prove its factual existence.

The limit for this Additional Coverage is subject to the \$500,000 Per Loss Aggregate Limit for certain coverages specified in this endorsement.

The following loss conditions apply in addition to the Common Policy Conditions and the Commercial Property Conditions:

- (1) If you cannot accurately establish the amount of accounts receivable outstanding as of the time of loss, the following method will be used:
- (a) Determine the total of the average monthly amounts of accounts receivable for the 12 months immediately preceding the month in which the loss or damage occurred; and
 - (b) Adjust that total for any normal fluctuations in the amount of accounts receivable for the month in which the loss or damage occurred or for any demonstrated variance from the average for that month.
- (2) The following will be deducted from the total amount of accounts

receivable, regardless of how that amount is established:

- (a) The amount of the accounts for which there is no loss or damage;
- (b) The amount of the accounts you are able to reestablish and collect;
- (c) An amount to allow for probable bad debts that you are normally unable to collect; and
- (d) All unearned interest and service charges.

Additional Definitions:

As used in this Additional Coverage i.:

"Data" means facts, concepts or instructions that are converted into a form usable in data processing operations. This includes computer programs.

"Media" means the materials on which "data" is recorded, such as magnetic tapes, discs, drums, paper tapes, cards and programs. This includes "data" stored on the "media".

j. Claim Expense

- (1) In the event of covered loss or damage, we will pay for all reasonable expenses you incur at our request to assist us in:
- (a) The investigation of a claim or suit; or
 - (b) The determination of the amount of loss, such as taking inventory.
- (2) We will not pay for:
- (a) Expenses to prove that the loss or damage is covered;
 - (b) Expenses incurred under **Section E. Loss Conditions 2. Appraisal**; or

Endorsement

IL 20

Policy Number: CPP 2773056

Contractors' Optimum Endorsement

- (c) Expenses incurred for examinations under oath, even if required by us.

The limit for this Additional Coverage is subject to the \$500,000 Per Loss Aggregate Limit for certain coverages specified in this endorsement.

k. Forgery Or Alteration

Refer to **Insuring Agreement 2. Forgery Or Alteration** of the COMMERCIAL CRIME COVERAGE FORM (LOSS SUSTAINED FORM), CR 00 21, attached to this policy for the applicable coverage. The coverage provided is subject to the exclusions and provisions of the COMMERCIAL CRIME COVERAGE FORM (LOSS SUSTAINED FORM).

The most we will pay for loss under this coverage is \$10,000 for **Insuring Agreement 2** in addition to a separate limit that may be shown in the Declarations for **Insuring Agreement 2**.

l. Employee Theft

Refer to **Insuring Agreement 1. Employee Theft** of the COMMERCIAL CRIME COVERAGE FORM (LOSS SUSTAINED FORM), CR 00 21, attached to this policy for the applicable coverage. The coverage provided is subject to the exclusions and provisions of the COMMERCIAL CRIME COVERAGE FORM (LOSS SUSTAINED FORM).

The most we will pay for loss under this coverage is \$10,000 for **Insuring Agreement 1** in addition to a separate limit that may be shown in the Declarations for **Insuring Agreement 1**.

m. Lock And Key Replacement

We will pay up to \$1,000 per occurrence for the cost to repair or replace the door

locks and/or tumblers at the described premises due to theft of your door keys.

n. Contractual Penalties

We will pay for contractual penalties imposed by written contract between you and your customers. These penalties must:

- (1) Result from your failure to deliver your product on time according to contract terms;
- (2) Result from direct physical loss or damage to Covered Property by a Covered Cause of Loss; and
- (3) Have been paid by you to your customer.

The most we will pay under this coverage is \$25,000 per occurrence with a \$100,000 annual aggregate limit.

o. Water That Backs Up From A Sewer Or Drain

We will pay for direct physical loss of or damage to Covered Property caused by or resulting from:

- (1) Water that backs up from a sewer or drain; or
- (2) Water that enters into and overflows from within a:
 - (a) Sump pump;
 - (b) Sump pump well; or
 - (c) Other type systems;

designed to remove subsurface water which is drained from the foundation area.

The most we will pay for loss or damage in any one occurrence is \$10,000 or the Limit of Insurance shown in the Schedule for **Water That Backs Up From A Sewer Or Drain** at each described premises.

Contractors' Optimum Endorsement

p. Computer And Funds Transfer Fraud

Refer to **Insuring Agreement 6. Computer And Funds Transfer Fraud**, of the COMMERCIAL CRIME COVERAGE FORM (LOSS SUSTAINED FORM), CR 00 21, attached to this policy for the applicable coverage. The coverage provided is subject to the exclusions and provisions of the COMMERCIAL CRIME COVERAGE FORM (LOSS SUSTAINED FORM).

The most we will pay for loss under this coverage is \$25,000 for **Insuring Agreement 6** in addition to a separate limit that may be shown in the Declarations for **Insuring Agreement 6**.

III. Section A. Coverage 5. Coverage Extensions is replaced in its entirety with the following:

5. Coverage Extensions

Except as otherwise provided, the following Extensions apply to property located in or on the building described in the Declarations or in the open (or in a vehicle) within 1,000 feet of the described premises.

If a Coinsurance percentage of 80% or more, or a Value Reporting period symbol, is shown in the Declarations, you may extend the insurance provided by this Coverage Part as follows:

a. Newly Acquired Or Constructed Property

(1) You may extend the insurance that applies to Building to apply to:

- (a) Your new building while being built on the described premises; and
- (b) Buildings you acquire at locations, other than the described premises, intended for:

(i) Similar use as the building described in the Declarations; or

(ii) Use as a warehouse.

The most we will pay for loss or damage under this Extension is \$1,000,000 at each building.

(2) You may extend the insurance that applies to Your Business Personal Property to apply to that property at any location you construct or acquire other than at fairs or exhibitions. The most we will pay for loss or damage under this Extension is \$500,000 at each building.

(3) Insurance provided under this Coverage Extension for Newly Acquired Or Constructed Property will end when any of the following first occurs:

- (a) This policy expires;
- (b) 180 days expire after you acquire or begin to construct the property; or
- (c) You report values to us.

We will charge you additional premium for values reported from the date construction begins or you acquire the property.

b. Personal Effects And Property Of Others

You may extend the insurance that applies to Your Business Personal Property to apply to:

- (1) Personal effects owned by you, your officers, your partners or members, your managers or your employees.
- (2) Personal Property of Others in your care, custody or control.

Grange Indemnity Insurance Co.
P.O. Box 1218
Columbus, Ohio 43216-1218

Endorsement

IL 20

Policy Number: CPP 2773056

Contractors' Optimum Endorsement

The most we will pay for loss or damage under this Extension is \$10,000 at each described premises, but not more than \$1,000 to any loss or damage by theft to tools owned by your employees necessary for the performance of their job responsibilities. Our payment for loss of or damage to personal property of others will only be for the account of the owner of the property.

c. Valuable Papers And Records (Other Than Electronic Data)

- (1) You may extend the insurance that applies to Your Business Personal Property to apply to the cost to replace or restore the lost information on valuable papers and records for which duplicates do not exist. But this Extension does not apply to valuable papers and records which exist as electronic data. Electronic data has the meaning described under Property Not Covered - Electronic Data.
- (2) If the Causes of Loss - Special Form applies, coverage under this Extension is limited to the "specified causes of loss" as defined in that form, and Collapse as set forth in that form.
- (3) The limit for this Extension is subject to the \$500,000 Per Loss Aggregate Limit for certain coverages specified in this endorsement. We will also pay for the cost of blank material for reproducing the records (whether or not duplicates exist), and (when there is a duplicate) for the cost of labor to transcribe or copy the records. The costs of blank material and labor are subject to the applicable Limit of Insurance on Your Business Personal Property and therefore coverage of such costs is not additional insurance.

d. Property Off-premises

You may extend the insurance provided by this Coverage Form to apply to your Covered Property that is temporarily at a location you do not own, lease or operate; in storage at a location you lease, provided the lease was executed after the beginning of the current policy term; or that is in the care, custody or control of your salespersons. This Extension applies only if loss or damage is caused by a Covered Cause of Loss.

This extension does not apply to Covered Property in or on a vehicle.

The most we will pay for loss or damage under this Extension is \$50,000 but not more than:

- (1) \$25,000 per salesperson; or
- (2) \$50,000 at any fair, trade show or exhibition.

e. Property In Transit

You may extend the insurance provided by this Coverage Form to apply to your Covered Property (including property that is in the care, custody or control of your salesperson) in transit in or on a motor vehicle you own, lease or operate while between points within the coverage territory and more than 1,000 feet from the described premises. Loss or damage must be caused by or result from one of the following causes of loss:

- (1) Fire, lightning, explosion, windstorm or hail, riot or civil commotion, or vandalism.
- (2) Vehicle collision, upset or overturn. Collision means accidental contact of your vehicle with another vehicle or object. It does not mean your vehicle's contact with the road bed.

Contractors' Optimum Endorsement

- (3) Theft of an entire bale, case or package by forced entry into a securely locked body or compartment of the vehicle. There must be visible marks of the forced entry.

The most we will pay for loss or damage under this Extension is \$25,000.

f. Non-Owned Detached Trailers

- (1) You may extend the insurance that applies to Your Business Personal Property to apply to loss or damage to trailers that you do not own, provided that:
- (a) The trailer is used in your business;
 - (b) The trailer is in your care, custody or control at the premises described in the Declarations; and
 - (c) You have a contractual responsibility to pay for loss or damage to the trailer.
- (2) We will not pay for any loss or damage that occurs:
- (a) While the trailer is attached to any motor vehicle or motorized conveyance, whether or not the motor vehicle is in motion.
 - (b) During hitching or unhitching operations, or when a trailer becomes accidentally unhitched from a motor vehicle or a motorized conveyance.
- (3) The most we will pay for loss or damage under this Extension is \$5,000, unless a higher limit is shown in the Declarations.
- (4) This insurance is excess over the amount due (whether you can collect

on it or not) from any other insurance covering such property.

g. Business Personal Property Temporarily In Portable Storage Units

- (1) You may extend the insurance that applies to Your Business Personal Property to apply to such property while temporarily stored in a portable storage unit (including a detached trailer) located within 1,000 feet of the building or structure described in the Declarations or within 1,000 feet of the premises described in the Declarations, whichever distance is greater.
- (2) If the applicable Covered Causes of Loss form or endorsement contains a limitation or exclusion concerning loss or damage from sand, dust, sleet, snow, ice or rain to property in a structure, such limitation or exclusion also applies to property in a portable storage unit.
- (3) Coverage under this Extension:
- (a) Will end 90 days after the business personal property has been placed in the storage unit;
 - (b) Does not apply if the storage unit itself has been in use at the described premises for more than 90 consecutive days, even if the business personal property has been stored there for 90 or fewer days as of the time of loss or damage.
- (4) Under this Extension, the most we will pay for the total of all loss or damage to business personal property is \$10,000 (unless a higher limit is indicated in the Declarations for such

Contractors' Optimum Endorsement

Extension) regardless of the number of storage units. Such limit is part of, not in addition to, the applicable Limit of Insurance on Your Business Personal Property. Therefore, payment under this Extension will not increase the applicable Limit of Insurance on your Business Personal Property.

- (5) This Extension does not apply to loss or damage otherwise covered under this Coverage Form or any endorsement to this Coverage Form or policy and does not apply to loss or damage to the storage unit itself.

h. Outdoor Property

You may extend the insurance provided by this Coverage Form to apply to your outdoor fences, radio and television antennas (including satellite dishes), trees, shrubs and plants (other than trees, shrubs or plants which are "stock" or are part of a vegetated roof) including debris removal expense, caused by or resulting from any of the following causes of loss:

- (1) Fire;
- (2) Lightning;
- (3) Explosion;
- (4) Riot or Civil Commotion; or
- (5) Aircraft.

The most we will pay for loss or damage under this Extension is \$25,000, but not more than \$1,000 for any one tree, shrub or plant. This limit applies to any one occurrence, regardless of the types or number of items lost or damaged in that occurrence.

Subject to all aforementioned terms and limitations of coverage, this Coverage Extension includes the expense of removing from the described premises

the debris of trees, shrubs and plants which are the property of others, except in the situation in which you are a tenant and such property is owned by the landlord of the described premises.

i. Fine Arts

You may extend the insurance provided by this Coverage Form to apply to Fine Arts owned by you or in your care, custody or control, that are not held for sale by you, at the premises in the Declarations.

As used in this Extension, Fine Arts means paintings, etchings, pictures, tapestries, art glass windows, and other bona fide works of art or rarity, historical value or artistic merit.

The limit for this Coverage Extension is subject to the \$500,000 Per Loss Aggregate Limit for certain coverages specified in this endorsement.

In the event of a covered loss, payment for Fine Arts will be valued at the Market Value of the item(s) at the time of loss.

Coverage does not extend to Fine Arts at any fair, trade show or exhibition.

j. Consequential Loss

You may extend the insurance provided by this Coverage Form to pay the reduction in value of the remaining parts of "stock" when the reduction is caused by direct physical loss or damage from a Covered Cause of Loss to other parts of "stock" at the described premises.

In the application of the Coinsurance Additional Condition, the value of "stock" at any location to which this Extension applies includes the additional value that it represents in "stock" at other locations.

Contractors' Optimum Endorsement

The limit for this Coverage Extension is subject to the \$500,000 Per Loss Aggregate Limit for certain coverages specified in this endorsement.

k. Deferred Payments

In the event of a loss under this Extension, coverage will be paid based on the value of the amount shown on your books as due from the buyer. In case of a partial loss and the buyer refuses to continue payment, forcing you to repossess, the amount of the loss will be determined as follows:

We will pay for expenses you incur due to your interest in Business Personal Property lost or damaged by a Covered Cause of Loss and sold by you under a conditional sale or trust agreement, or any installment or deferred payment plan after delivery to the buyer.

- (1) If the realized value of the repossessed property is equal to or greater than the amount shown on your books as due from the buyer, we will make no payment.
- (2) If the realized value of the repossessed property is less than the amount shown on your books as due from the buyer, we will pay the difference.
- (3) If a partial loss occurs and the buyer continues to pay you, there will be no loss payment made under this Extension.

The most we will pay under this Extension is \$10,000 for any one occurrence during the policy period.

1. Mobile Equipment On Premises

You may extend the insurance provided by this Coverage Form to apply to your

mobile equipment such as forklifts, lawn mowers, tractors and similar vehicles, including equipment which you rent.

This Extension does not apply to vehicles which are licensed for use on public roads, or which are insured elsewhere.

The limit for this Coverage Extension is subject to the \$500,000 Per Loss Aggregate Limit for certain coverages specified in this endorsement.

m. Utility Services - Direct Damage

You may extend the insurance provided by this Coverage Form to pay for loss or damage to Covered Property caused by an interruption in utility service to the described premises. The interruption in utility service must result from direct physical loss or damage by a Covered Cause of Loss to Utility Property. Utility Property includes water supply property, communication supply property and power supply property.

Exception:

Coverage under this endorsement for loss or damage to Covered Property does not apply to loss or damage to electronic data, including destruction or corruption of electronic data. The term electronic data has the meaning set forth in the Coverage Form to which this endorsement applies.

As used in this Extension, **Utility Services** means:

- (1) **Water Supply Services**, meaning the following types of property supplying water to the described premises:
 - (a) Pumping stations; and
 - (b) Water mains.
- (2) **Communication Supply Services**, meaning property supplying

Grange Indemnity Insurance Co.
P.O. Box 1218
Columbus, Ohio 43216-1218

Endorsement

IL 20

Policy Number: CPP 2773056

Contractors' Optimum Endorsement

communication services, including telephone, radio, microwave or television services to the described premises, such as:

- (a) Communication transmission lines, including fiber optic transmission lines;
 - (b) Coaxial cables; and
 - (c) Microwave radio relays except satellites.
- (3) **Power Supply Service**, meaning the following types of property supplying electricity, steam or gas to the described premises:
- (a) Utility generating plants;
 - (b) Switching stations;
 - (c) Substations;
 - (d) Transformers; and
 - (e) Transmission lines.

As used in this Extension the term transmission lines includes all lines which serve to transmit communication service or power, including lines which may be identified as distribution lines.

The Limit of Insurance for this Extension is subject to the \$500,000 Per Loss Aggregate Limit for certain coverages specified in this endorsement. Loss or damage to two or more Utility Properties arising out of the same occurrence will be considered one occurrence.

n. Appurtenant Structures

You may extend the insurance that applies to Building to apply to your storage buildings, your garages and your other appurtenant structures, except outdoor fixtures, at the described premises. The most we will pay for Building loss or damage under this extension is \$50,000.

You may extend the insurance that applies to Business Personal Property to apply to such property in your storage buildings, your garages and your other appurtenant structures at the described premises.

The most we will pay for Business Personal Property under this Extension is \$5,000.

o. Ornamental Display Gardens

You may extend the insurance provided by this Coverage Form to apply to ornamental display gardens, used for display or promotional purposes, located at the described premises or within 1,000 feet of the personal residence of a landscape or nursery proprietor, partner, officer, or designated employee.

The most we will pay for loss or damage under this Extension is \$10,000.

p. Ornamental Landscape Displays

You may extend the insurance provided by this Coverage Form to apply to ornamental masonry or stone bridges, walks, patios, retaining walls or similar surfaces, or wooden landscaping bridges, gazeboes, storage sheds or similar structures, used for display or promotional purposes, located at the described premises or within 1,000 feet of the personal residence of a landscape or nursery proprietor, partner, officer, or designated employee.

The most we will pay for loss or damage under this Extension is \$10,000.

q. Outdoor Growing Stock

You may extend the insurance provided by this Coverage Form to apply to growing stock. Growing stock means:

Grange Indemnity Insurance Co.
P.O. Box 1218
Columbus, Ohio 43216-1218

Endorsement

IL 20

Policy Number: CPP 2773056

Contractors' Optimum Endorsement

- (1) Seeds, seedlings, bulbs, cuttings, or cultivated plants or trees, from the time they are deposited in the ground, until removed from the ground; and
- (2) Outdoor trees, shrubs and plants held for sale that are contained in pots, flats, or other similar individual containers.

The most we will pay for loss or damage under this Extension is \$25,000.

IV. **Section C. Limits Of Insurance** is replaced in its entirety with the following:

C. Limits Of Insurance

1. The most we will pay for loss or damage in any one occurrence is the applicable Limit of Insurance shown in the Declarations.
2. The most we will pay for loss or damage to outdoor signs, whether or not the sign is attached to a building, is \$25,000 per sign in any one occurrence.
3. The Limit Of Insurance for Business Personal Property stated in the Declarations will automatically increase by 25% to provide for seasonal variations. This seasonal increase is subject to the \$500,000 Per Loss Aggregate Limit for certain coverages specified in this endorsement.
4. Except as otherwise specified, the limits applicable to Additional Coverages and to Coverage Extensions are in addition to the Limit Of Insurance.
5. Payments under the following Additional Coverage will not increase the applicable Limit of Insurance:
 - a. Preservation of Property.

V. The following amends specified provisions stated under **Section E. Loss Conditions**:

1. **Item 7. Valuation c.** "Stock" is replaced with the following:

c. We will determine the value of "stock" you own in the event of loss or damage at:

- (1) The selling price, as if no loss or damage occurred; and
- (2) Less discounts and expenses you otherwise would have had.

The following changes apply to the CAUSES OF LOSS - SPECIAL FORM.

VI. Under **Section F. Additional Coverage Extension, Item 1. Property In Transit** is deleted in its entirety.

The following changes apply to the BUSINESS COMPUTER COVERAGE FORM as specified.

VII. We will pay for all risks of direct physical loss, subject to the exclusions and provisions contained in BUSINESS COMPUTER COVERAGE FORM IM 7203, which is attached to and made part of this policy.

The limit for this Coverage Extension is subject to the \$500,000 Per Loss Aggregate Limit for certain coverages specified in this endorsement.

Coverage may be extended up to \$10,000 while the Covered Property is anywhere within the policy territory, and while in transit; however, this Extension does not increase the Limit of Insurance at each described premises.

The following changes apply to the COMMERCIAL GENERAL LIABILITY COVERAGE FORM as specified:

VIII. **Expected Or Intended Injury**

Exclusion 2.a. under **Section I - Coverage A - Bodily Injury And Property Damage Liability** is replaced with the following:

Endorsement

IL 20

Policy Number: CPP 2773056

Contractors' Optimum Endorsement

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured.

This exclusion does not apply to "bodily injury" and "property damage" resulting from the use of reasonable force to protect persons or property.

IX. Coverage For Injury To Leased Workers

A. With respect to Exclusion 2.e. **Employer's Liability of Section I - Coverage A - Bodily Injury And Property Damage Liability**, the definition of "employee" in **Section V - Definitions** is replaced by the following:

5. "Employee" does not include a "leased worker" or "temporary worker".

X. Non-Owned Watercraft

Exclusion g.(2) under Paragraph 2. **Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability** is replaced with the following:

- (2) A watercraft you do not own that is:
 - (a) Less than 51 feet long; and
 - (b) Not being used to carry persons or property for a charge.

XI. Increased Limit For Damage To Premises Rented To You

A. **Section I - Coverage A - Bodily Injury And Property Damage Liability, 2. Exclusions** is amended as follows:

1. The fourth from the last paragraph of Exclusion j. **Damage To Property** is replaced by the following:

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire, lightning, explosion, smoke, or leakage from automatic fire protection systems) to premises, including the contents of such premises, rented to you for a period

of seven or fewer consecutive days. A separate limit of insurance applies to **Damage To Premises Rented To You as Described in Section III - Limits Of Insurance.**

2. The last paragraph of 2. **Exclusions** is replaced by the following:

Exclusions c. through n. do not apply to damage by fire, lightning, explosion, smoke, or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with the permission of the owner. A separate limit of insurance applies to **Damage To Premises Rented To You as described in Section III - Limits Of Insurance.**

- B. **Section III - Limits Of Insurance, Paragraph 6.,** is replaced by the following:

6. Subject to Paragraph 5. above, the **Damage To Premises Rented To You Limit** is the most we will pay under Coverage A for damages because of "property damage" to any one premises while rented to you, or in the case of damage by fire, explosion, lightning, smoke, or leakage from automatic fire protection systems, while rented to you or temporarily occupied by you with the permission of the owner. The limit is the greater of:
 - a. \$300,000; or
 - b. The amount shown in the **Declarations for Damage To Premises Rented To You Limit.**

- C. The word "fire" is changed to "fire, lightning, explosion, smoke, or leakage from automatic fire protection systems" wherever it appears in:

1. **Condition 4.b.(1)(a)(ii) of Section IV - Commercial General Liability Conditions;** and

Contractors' Optimum Endorsement

2. 9.a. of Section V - Definitions.

XII. Lost Key Coverage

A. Coverage for "bodily injury" and "property damage" liability with respect to the insured's operations is extended as follows:

1. We will pay those sums that you become legally obligated to pay as damages due to loss of keys by an insured in the course of your business. The keys must be loaned to the insured or in the care, custody or control of the insured.
2. The additional insurance provided by this endorsement does not apply to:
 - (a) Misappropriation;
 - (b) Secretion;
 - (c) Conversion;
 - (d) Infidelity; or
 - (e) Any dishonest act on the part of the insured.
3. The additional insurance provided by this endorsement applies only to:
 - (a) The actual cost of the keys;
 - (b) Adjustment of locks to accept new keys; and
 - (c) The cost of new locks, including the cost of their installation.

B. The most we will pay for loss or damage resulting from any one "occurrence" under this provision XII. is \$5,000.

C. A deductible of \$100 applies to any loss or damage resulting from any one "occurrence" regardless of the number of persons or organizations who sustain damages because of that "occurrence".

We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount that has been paid by us.

D. This coverage extension is subject to the following:

1. Exclusion **j. Damage To Property**, Paragraph **j.(3)** and **j.(4)** of **Section I Coverage A - Bodily Injury And Property Damage Liability** do not apply to the loss of keys by an insured.
2. Subparagraph **2.a.(2)** of **Section II - Who Is An Insured** does not apply to this additional insurance.

XIII. Property Damage To Borrowed Equipment

- A. Exclusion **j.(4)** under Paragraph 2. **Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability** does not apply to "property damage" to borrowed equipment while that equipment is:
 1. Not being used to perform operations; and
 2. Away from an insured's premises.
- B. Subject to Paragraph 5 in **Section III - Limits Of Insurance, Coverage A** the most we will pay for damages because of "property damage" to equipment you borrow from others is \$25,000 per "occurrence".
- C. The insurance afforded by provision XIII. **Property Damage To Borrowed Equipment** is excess over any valid and collectible property insurance available to the insured.

XIV. Limited Care, Custody Or Control Liability Coverage

A. Insuring Agreement

With respect to the coverage provided by **XIV. Limited Care, Custody Or Control Liability Coverage**, the following is added to Paragraph **1.a.** of **Section I - Coverage A - Bodily Injury And Property Damage Liability**:

Grange Indemnity Insurance Co.
P.O. Box 1218
Columbus, Ohio 43216-1218

Endorsement

IL 20

Policy Number: CPP 2773056

Contractors' Optimum Endorsement

We will pay all sums that the insured becomes legally obligated to pay as damages because of "loss" to property of others while in the care, custody or control of the insured.

B. Exclusions

With respect to the coverage provided by this coverage extension:

1. Exclusions 2.j.(4) and 2.j.(5) of **Section I - Coverage A - Bodily Injury And Property Damage Liability** do not apply; and
2. The following additional exclusions are added to **Section I - Coverage A - Bodily Injury And Property Damage Liability**:

This insurance does not apply to "loss" to property:

- (a) Held by the insured for sale or entrusted to the insured for storage or safekeeping;
- (b) Owned or occupied by, rented or leased to, or loaned to any insured;
- (c) Included in the "products-completed operations hazard"; and
- (d) Arising from errors or mistakes in design, plans or specifications committed by or on behalf of the insured.

C. Limit Of Insurance

With respect to the coverage provided by **XIV. Limited Care, Custody Or Control Liability Coverage**, the following is added to **Section III - Limit Of Insurance**:

1. The most we will pay for "loss", including all resulting loss of use of that property, as a result of any one "occurrence" under this coverage is \$25,000. However, the most we will pay

for the sum of all "loss", including all resulting loss of use of property, as a result of all "occurrences" under this coverage is \$50,000. These limits are part of, and not in addition to, the Each Occurrence and General Aggregate limit.

2. We will not pay for a "loss" in any one "occurrence" until the amount of "loss" exceeds the deductible shown under **D. Deductible**. We will then pay the amount of "loss" or damage in excess of the deductible, up to the applicable limit of insurance.

D. Deductible

1. We are not obligated to pay any "loss" until such "loss" exceeds \$250. We will then pay the amount of "loss" in excess of the deductible, up to the applicable limit of insurance. This deductible amount applies to all "loss" to real or personal property belonging to others as the result of any one "occurrence".
2. We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.
3. The terms of this insurance, including those with respect to:
 - (a) Our right and duty to defend any "suits" seeking those damages; and
 - (b) Your duties in the event of an "occurrence", claim or "suit",

apply irrespective of the application of the deductible amount.

E. Excess Insurance

This insurance is excess over any other collectible insurance available to the insured.

Contractors' Optimum Endorsement

F. Additional Definition

The following is added to **Section V - Definitions**:

"Loss" means any unintentional damage or destruction but does not include disappearance, abstraction or theft.

(c) Included in the "products-completed operations hazard", or

(d) Arising from errors or mistakes in design, plans or specifications committed by or on behalf of the insured.

XV. Voluntary Property Damage Coverage

A. Insuring Agreement

With respect to the coverage provided by **XV. Voluntary Property Damage Coverage**, the following is added to Paragraph 1.a. of **Section I - Coverage A - Bodily Injury And Property Damage Liability**:

At your request, we will pay for a "loss" to property of others caused by you and while in your possession, arising out of your business operations and occurring during the policy period even if you are not legally liable, if such property is otherwise subject to this coverage.

B. Exclusions

With respect to the **Voluntary Property Damage Coverage**:

1. Exclusions 2.j.(4) and 2.j.(5) of **Section I - Coverage A - Bodily Injury And Property Damage Liability** do not apply;
2. The following additional exclusions are added to **Section I - Coverage A - Bodily Injury And Property Damage Liability**:

This insurance does not apply to "loss" to property:

- (a) Held by the insured for sale or entrusted to the insured for storage or safekeeping;
- (b) Owned or occupied by, rented or leased to, or loaned to any insured;

C. Limit Of Insurance

With respect to **Voluntary Property Damage Coverage**, the following is added to **Section III - Limit Of Insurance**:

1. The most we will pay for "loss", including all resulting loss of use of that property, as a result of any one "occurrence" under this coverage is \$5,000. However, the most we will pay for the sum of all "loss", including all resulting loss of use of property, as a result of all "occurrences" under this coverage is \$25,000. These limits are part of, and not in addition to, the Each Occurrence and General Aggregate limit.
2. We will not pay for "loss" in any one "occurrence" until the amount of "loss" exceeds the deductible shown under **D. Deductible**. We will then pay the amount of "loss" in excess of the deductible, up to the applicable limit of insurance.

D. Deductible

1. With respect to **Voluntary Property Damage Coverage**, we are not obligated to pay any "loss" until such "loss" exceeds \$250. We will then pay the amount of "loss" in excess of the deductible, up to the applicable limit of insurance. This deductible amount applies to all "loss" to real or personal property belonging to others as the result of any one "occurrence".
2. We may pay any part or all of the deductible amount to effect settlement of

Contractors' Optimum Endorsement

any claim or "suit" and, upon notification of the action taken; you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

E. Excess Insurance

This insurance is excess over any other collectible insurance available to the insured.

F. Additional Definition

The following is added to **Section V - Definitions**:

"Loss" means any unintentional "property damage" but does not include disappearance, abstraction or theft.

We will not pay for any "loss" under **XIV. Limited Care, Custody Or Control Liability Coverage** unless you are legally liable. If we provide coverage for the same "loss" under **XIV. Limited Care, Custody Or Control Liability Coverage** and **XV. Voluntary Property Damage Coverage**, the most we will pay for the "loss" under the two coverages combined is \$30,000.

XVI. Aggregate Limit Per Location

For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **Section I - Coverage A - Bodily Injury And Property Damage Liability**, and for all medical expenses caused by accidents under **Section I - Coverage C - Medical Payments**, which can be attributed only to operations at a single designated "location" shown in the Declarations:

1. A separate Location General Aggregate Limit applies to each "location", and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.

2. The Location General Aggregate Limit is the most we will pay for the sum of all damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage C regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

3. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the Location General Aggregate Limit for that "location". Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Location General Aggregate Limit for any other "location" shown in the Declarations.

4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Location General Aggregate Limit.

XVII. Aggregate Limit Per Project

For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **Section I - Coverage A - Bodily Injury And Property Damage Liability**, and for all medical expenses caused by accidents under **Section I - Coverage C - Medical Payments**, which can be attributed only to ongoing operations at a single construction project:

Contractors' Optimum Endorsement

1. A separate Construction Project General Aggregate Limit applies to each construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
2. The Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under **Coverage A - Bodily Injury And Property Damage Liability**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under **Coverage C - Medical Payments** regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought, or
 - c. Persons or organizations making claims or bringing "suits".
3. Any payments made under **Coverage A - Bodily Injury And Property Damage Liability** for damages or under **Coverage C - Medical Payments** for medical expenses shall reduce the Construction Project General Aggregate Limit for that construction project. Such payments shall not reduce any other Construction Project General Aggregate Limit for any other construction project.

XVIII. Supplementary Payments Increased Limits

Under **Supplementary Payments - Coverage A. and B. of Section I:**

- A. Paragraph 1.b. is replaced with the following:
 - b. Up to \$2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

- B. Paragraph 1.d. is replaced with the following:
 - d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off work.

XIX. Broad Form Named Insured

Section II - Who Is An Insured is amended to include as a Named Insured any organization or subsidiary thereof which is a legally incorporated entity of which you own a financial interest of more than 50 percent of the voting stock on the effective date of this endorsement.

This provision XIX. does not apply to "bodily injury", "property damage" or "personal and advertising injury" with respect to which a Named Insured under this policy is also a Named Insured under another policy or would be a Named Insured under such policy but for its termination or upon exhaustion of its limits of insurance.

XX. Additional Insureds Required By Contract

- A. **Section II - Who Is An Insured** is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement or that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" caused, in whole or in part, by:
 1. Your acts or omissions; or
 2. The acts or omissions of those acting on your behalf;

Contractors' Optimum Endorsement

in the performance of your ongoing operations for the additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

- B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services including, but not limited to:
 - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

2. "Bodily injury" or "property damage" occurring after:
 - a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other

than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

- b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as part of the same project.

XXI. Additional Insured - Lessor Of Leased Equipment - Automatic Status When Required In Lease Agreement With You

- A. **Section II - Who Is An Insured** is amended to include as an additional insured any person(s) or organization(s) from whom you lease equipment when you and such person(s) or organization(s) have agreed in writing in a contract or agreement that such person(s) or organization(s) be added as an additional insured on your policy. Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

A person's or organization's status as an additional insured under this provision **XXI.** ends when their contract or agreement with you for such leased equipment ends.

This provision **XXI.** Does not apply to any person or organization included as an additional insured by an endorsement issued by us and made a part of the Coverage Form.

- B. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which

Contractors' Optimum Endorsement

takes place after the equipment lease expires.

XXII. Additional Insured - Managers Or Lessors Of Premises When Required in Written Lease Agreement With You

Section II - Who Is An Insured is amended to include as an additional insured when required in a written lease agreement, any person(s) or organization(s) from whom you have leased premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and subject to the following additional exclusions:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
2. Structural alterations, new construction or demolition operations performed by or on behalf of the manager or the lessor.

XXIII. Additional Insured - State Or Political Subdivisions Automatic Status When Required For Permits

1. **Section II - Who Is An Insured** is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.
2. This insurance does not apply to:
 - a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or

- b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

With respect to the insurance afforded to these additional insureds in provisions XX., XXI., XXII. and XXIII., the following is added:

1. The insurance afforded to such additional insured:
 - a. Only applies to the extent permitted by law; and
 - b. Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.
 - c. Does not apply unless the written lease agreement has been executed prior to the "bodily injury", "property damage", or "personal or advertising injury".
2. The following is added to **Section III - Limits Of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the written contract or agreement; or
- b. Available under the applicable Limits of Insurance shown in the Declarations,

whichever is less.

Provisions XX., XXI., XXII. and XXIII. shall not increase the applicable Limits of Insurance shown in the Declarations and do not apply to any person(s) or organization(s) included as an additional insured by an endorsement issued by us and made a part of the Coverage Form.

Contractors' Optimum Endorsement

XXIV. Incidental Medical Malpractice

Paragraph 2.a.(1)(d) of **Section II - Who Is An Insured**, does not apply to your "employees" who provide professional health care services on your behalf as duly licensed:

1. Nurses;
2. Emergency Medical Technicians; or
3. Paramedics

in the jurisdiction where an "occurrence" or offense to which this insurance applies takes place. This coverage does not apply if you are in the business or occupation of providing any such professional services.

XXV. Newly Formed Or Acquired Organizations As Named Insureds

A. Paragraph 3. of **Section II - Who Is An Insured** is replaced by the following:

3. Any organization you newly acquire or form during the policy period, other than a partnership or joint venture, and over which you maintain an ownership interest of more than 50 percent of such organization, will qualify as a Named Insured if there is no other similar insurance available to that organization.

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
- b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization;
- c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization; and
- d. Coverage A does not apply to

"damage to your products" that occurred before you acquired or formed the organization.

An additional premium will apply in accordance with our rules and rates in effect on the date you acquired or formed the organization.

- B. The last paragraph of **Section II - Who Is An Insured** does not apply to this provision to the extent that such paragraph would conflict with this provision.

XXVI. Medical Payments Increased Limits

The Medical Expense Limit shown in the Declarations is increased to \$10,000.

XXVII. Electronic Data Liability

A. Exclusion 2.p. of **Coverage A - Bodily Injury And Property Damage Liability** in **Section I - Coverages** is replaced by the following:

2. Exclusions

This insurance does not apply to:

p. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data" that does not result from physical injury to tangible property.

However, this exclusion does not apply to liability for damages because of "bodily injury".

B. The following paragraph is added to **Section III - Limits Of Insurance**:

8. Subject to 5. above, the Loss of Electronic Data Limit of \$10,000 is the most we will pay under Coverage A for "property damage" because of all loss of "electronic data" arising out of any one "occurrence".

Contractors' Optimum Endorsement

C. The following definition is added to the Section V - Definitions:

"Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

D. For the purpose of the coverage provided by this provision XXVII., the definition of "property damage" in Section V - Definitions is replaced by the following:

17. "Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it;
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it; or
- c. Loss of, loss of use of, damage to, corruption of, inability to access, or inability to properly manipulate "electronic data", resulting from physical injury to tangible property. All such loss of "electronic data" shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, "electronic data" is not tangible property.

XXVIII. Duties In The Event Of Occurrence, Offense, Claim Or Suit - Redefined

A. The requirement in Condition 2.a. of Section IV - Commercial General Liability

Conditions that you must see to it that we are notified of an "occurrence" only applies when the "occurrence" or offense is known to:

1. You, if you are an individual;
2. A partner, if you are a partnership;
3. An officer of the corporation if you are a corporation;
4. Your members and managers, if you are a limited liability company;
5. Your insurance manager; or
6. The trustee, if you are a trust.

B. The requirement in Condition 2.b. of Section IV - Commercial General Liability Conditions that you must see to it that we receive written notice of a claim or "suit" as soon as practicable will not be considered breached unless the breach occurs after such claim or "suit" is known to:

1. You, if you are an individual;
2. A partner, if you are a partnership;
3. An officer of the corporation if you are a corporation;
4. Your members and managers if you are a limited liability company;
5. Your insurance manager; or
6. The trustee, if you are a trust.

XXIX. Blanket Primary And Noncontributory - Other Insurance Condition

Section IV - Commercial General Liability Conditions, is amended by the addition of the following to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary and Noncontributory

Insurance provided under this policy shall apply on a primary basis and shall not seek contribution from any other insurance available to an additional insured added to this policy by provisions XX., XXI., XXII. and XXIII., subject to the following conditions:

Contractors' Optimum Endorsement

1. The additional insured is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

XXX. Waiver Of Transfer Of Rights Of Recovery Against Others To Us When Required Within A Written Agreement With You - Blanket

Section IV - Commercial General Liability Conditions, 8. Transfer Of Rights Of Recovery Against Other To Us is amended by the addition of the following:

We waive any right of recovery we may have because of payments we make for injury or damage arising out of:

1. Your ongoing operations or "your work" done under a written contract with that person or organization and included in the "products-completed operations hazard"; or
2. The ownership, maintenance or use of that part of the premises leased to you.

The waiver applies only to a person or organization with whom you have a written contract or agreement in which you are required to waive the rights of recovery under this policy, but only to the extent that subrogation is waived prior to any injury or damage under a contract with that person or organization. The insured must do nothing after a loss to impair our rights. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce those rights.

XXXI. Mobile Equipment Redefined

Paragraph 12.f., subparagraph (1) of **Section V - Definitions** does not apply to self-propelled vehicles of less than 1,000 pounds gross vehicle weight.

XXXII. Unintentional Failure To Disclose Hazards

Any unintentional error or omission in the description of, or failure to completely describe, any premises or operations intended to be covered by this Coverage Form will not invalidate or affect coverage for those premises or operations. However, you must report such error or omission to us as soon as practicable after its discovery. This provision does not affect our right to collect additional premium as a result of any unintentional error or omission. In addition, this provision does not affect our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

XXXIII. Liberalization Clause

If we revise this Contractors' Optimum Endorsement to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

Grange Indemnity Insurance Co.
P.O. Box 1218
Columbus, Ohio 43216-1218

Endorsement

CG 38

Policy Number: CPP 2773056

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS - AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. **Section II - Who Is An Insured** is amended to include as an additional insured any person or organization for whom you are required by a written contract or agreement, executed by both parties prior to the date of loss, to add as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" performed for the additional insured and included in the "products-completed operations hazard". But such person or organization is not an additional insured under this policy for any works, claims, losses, damages, acts or omissions of any kind that are unrelated to "your work" for such entity.

B. With respect to the insurance afforded to these additional insureds, the following additional limitations and exclusions apply:

1. This insurance does not apply to any "bodily injury" or "property damage" resulting from any act or omission by, or willful misconduct of the additional insured, whether the sole or a contributing cause of the loss. Coverage afforded to the additional insured is limited solely to the additional insured's "vicarious liability" that is a specific and direct result of your conduct.

"Vicarious liability" is defined in this endorsement as liability that is imposed on the additional insured solely by virtue of its relationship with you, and not due to any act or omission of the additional insured.

2. The insurance afforded to such additional insured only applies to the extent permitted by law; and
3. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

C. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

If coverage provided to the additional insured is required by contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance Shown in the Declarations;

whichever is less.

D. If you have agreed in a written contract or agreement that this policy will be primary, and without right of contribution from any insurance issued to that additional insured, and the contract or agreement was executed prior to the "bodily injury" or "property

Grange Indemnity Insurance Co.
P.O. Box 1218
Columbus, Ohio 43216-1218

Endorsement

CG 38

Policy Number: CPP 2773056

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - COMPLETED OPERATIONS -
AUTOMATIC STATUS WHEN REQUIRED IN
CONSTRUCTION AGREEMENT WITH YOU**

damage", then this insurance will be primary over, and we will not seek contribution from, such insurance. The primary and noncontributory provision applies only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" performed for the additional insured and included in the "products-completed operations hazard".

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

Includes copyrighted material from the Insurance Services Office, Inc. with its permission.

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 Number</u>	<u>Title</u>	<u>Date</u>
1.	_____	_____
2.	_____	_____
3.	_____	_____
4.	_____	_____
5.	_____	_____



ADDENDUM #1

Bid Number: #140-2018

Date: October 30, 2018

Subject: Riviera Road Culvert Replacement

Inquiries to:
Brian Marcum
brianm@lexingtonky.gov
(859) 258-3325

TO ALL PROSPECTIVE SUBMITTERS:

Please be advised of the following clarification to the above referenced Bid:

- 1.) Please confirm that a lane has to be open at all times. **Confirmed.**
- 2.) Can all R/W be used for detour and/or the 1 open lane? **1 Lane can be shut down at a time. Traffic should stay inside existing road.**
- 3.) Can detour and/or 1 open lane be final surfaced with DGA? **Yes. Temporary DGA surface will be allowed until asphalt.**
- 4.) What's the min width of detour/open lane? **10'-12'**
- 5.) How will time be handled with precast lead time and asphalt paving? **Contract time has been determined to allow sufficient time for precast lead time and asphalt paving.**
- 6.) Will 1 open lane be allowed during non-working hours? **Yes. Proper visibility should be provided for traffic after hours.**
- 7.) Will a single lane traffic signal be allowed? **Not necessary for this project.**
- 8.) Are there any ordinances that restrict working days and hours? **Working hours should be limited to daylight hours (7 am to 7 pm)**
- 9.) Is everything precast or can the wingwalls be poured in place? **Poured in place will be allowed.**
- 10.) The contract time is changed from 120 days to 150 days from notice to proceed.

MAYOR JIM GRAY



LEXINGTON

CHARLES MARTIN
DIRECTOR
WATER QUALITY

Note that a Traffic Safety Plan shall be submitted to LFUCG Division of Engineering before construction for approval per the Attachment A in the General Provisions of the Part IX of the Specification.

A handwritten signature in blue ink, appearing to read "T. Slatin".

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: C3 Construction, LLC

ADDRESS: 1315 W. Main Suite C, Lexington, Ky 40508

SIGNATURE OF BIDDER: A handwritten signature in blue ink, appearing to be initials "JG".

ADDENDUM 1
CONTRACT 557-18-04
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
RIVIERA ROAD CULVERT REPLACEMENT


October 30, 2018

The attention of contractors bidding the titled contract is called to the following additions, substitutions, or deletions to the Drawings and /or Specifications.

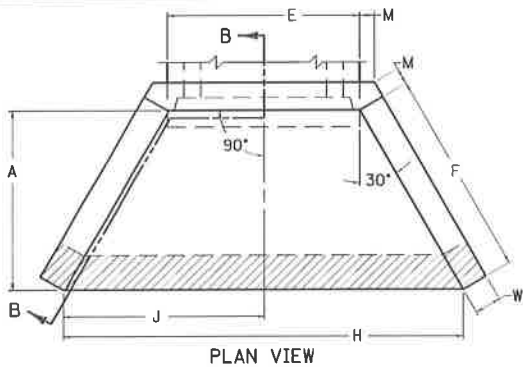
A. DRAWINGS

1. A concrete apron will be required at each headwall. The concrete shall extend out to the end of the wing walls from the invert, minimum of 6 feet. The concrete slab thickness shall be 8" minimum. Reinforcing within the apron shall follow KYTC standard drawings RDH-1000-02 apron slab reinforcing. If precast wing walls and footing are used, the apron reinforcing shall be drilled, embedded (minimum of 8 inches) and epoxied into the precast wing wall/footings.
2. Contractors can propose cast-in-place headwall structures in lieu of the designed precast headwall, wingwall, and toe wall components. The formed headwall shall follow the attached KYTC drawing RDH-1000-02 and all dimensions, quantities, and bill of reinforcement referenced in the drawing. Given that KYTC closest standard headwall box culvert size is an 8'wx4'h headwall, the contractor will be required to modify the reinforcing as needed and submit a shop drawing showing these modifications to the engineer with a stamp drawing from a licensed professional engineer.

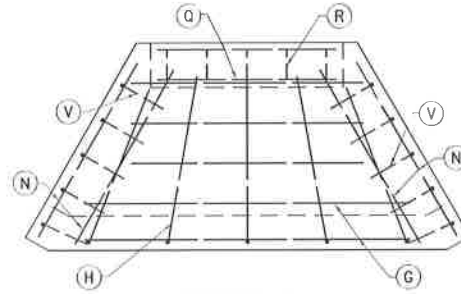
By: _____


Jonathan S. Rehner, E.I.T
Project Engineer

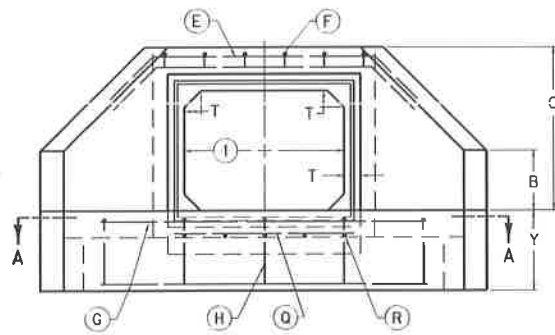
Attachment A: Kentucky Department of Highways Standard Drawing No. RDH-1000-02



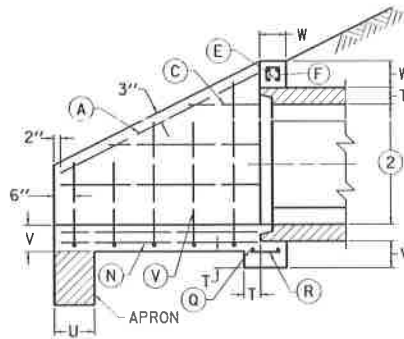
PLAN VIEW



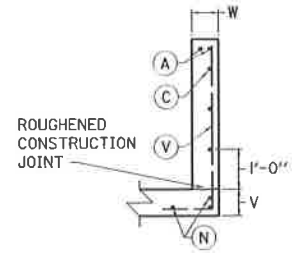
SECTION A-A



FRONT ELEVATION



SECTION B-B



WING SECTION

NOTES

1. SPAN OF BOX CULVERT
2. RISE OF BOX CULVERT
3. FOR DIMENSIONS, QUANTITIES, AND BILL OF REINFORCEMENT SEE CUR. STD. DWGS. RDH-1100, RDH-1200 AND RDH-1300 SERIES.
4. DIMENSIONS FROM FACE OF CONCRETE TO STEEL SHALL BE 2" CLEAR DISTANCE.
5. ENCIRCLED LETTERS, ○, INDICATE STEEL BAR LOCATIONS.
6. BARS ○, ○, AND ○ ARE SPACED 1'-0" O.C. ALL OTHER BARS SHALL BE EVENLY SPACED.
7. BARS ○ ARE PLACED IN ORDER OF INCREASING LENGTHS, BEGINNING AT THE END OF EACH WING.
8. BARS ○ ARE PLACED IN ORDER OF INCREASING LENGTHS, BEGINNING AT THE TOP OF EACH WING.
9. HEADWALLS LOCATED AT SHOULDER EDGE SHALL BE PARALLEL TO CENTERLINE OF ROAD.
10. LIMITS OF APRON.
11. PAVING SHALL BE REQUIRED AND SHALL BE SLOPED IN DIRECTION OF FLOW EQUAL TO SLOPE OF BOX. FRONT FACE OF HEADWALL AND ENDS OF WINGS SHALL REMAIN VERTICAL.

(LAYOUT AND STEEL PATTERN)

KENTUCKY
DEPARTMENT OF HIGHWAYS

PRECAST BOX CULVERT
HEADWALLS - 0° SKEW
(BOX RISE LESS THAN 6'-0")

STANDARD DRAWING NO. RDH-1000-02

DATE 12-1-99

DATE 12-1-99

557-18-04 (09/18)

**PART IX
TECHNICAL SPECIFICATIONS
INDEX**

**CONTRACT 557-18-04
BID NO. 140-2018
RIVIERA ROAD CULVERT REPLACEMENT
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
LEXINGTON, KENTUCKY**

<u>SECTION NO.</u>	<u>TITLE</u>	<u>PAGE NO.</u>
	General Provisions	TS-1 Thru TS-13
<u>DIVISION 1</u>	<u>GENERAL REQUIREMENTS</u>	
01010	Summary of Work	01010-1
01580	Project Identification and Signs	01580-1 Thru 01580-2
<u>DIVISION 2</u>	<u>SITE WORK</u>	
02110	Site Clearing and Grubbing	02110 1
02140	Dewatering	02140-1
02235	Crushed Stone and Dense Graded Aggregate (DGA)	02235-1 Thru 02235-3
02270	Geotextiles	02270-1 Thru 02270-2
02370	Erosion Prevention and Sediment Control	02370-1 Thru 02370-11
02500	Asphalt Paving	02500-1 Thru 02500-5
02510	Concrete Paving	02510-1 Thru 02510-3
02700	Drain Pipe	02700-1 Thru 02700-24
02930	Sodding and Seeding	02930-1 Thru 02930-7
<u>DIVISION 3</u>	<u>CONCRETE</u>	
03301	Cast-In-Place Concrete (Minor Structures)	03301-1 Thru 03301-4
03302	Precast Reinforced Concrete Box Culvert	03302-1 Thru 03302-2

DIVISIONS 4 THRU 16

Not Applicable

END

TECHNICAL SPECIFICATIONS

GENERAL PROVISIONS

1. SCOPE

These General Provisions shall apply to all the various parts, divisions, and sections of the Specifications and Contract Documents.

It is the intent that the CONTRACTOR, in accordance with the Plans, Contract Documents, and Specifications, and other mutually acknowledged informational materials shall perform everything required to be performed and to furnish a complete, fully operating Work, and shall provide and furnish all labor, materials, necessary tools, expendable and non-expendable equipment and all transportation services required for the entire, proper, substantial completion of the Work, the cost of all of which shall be included in his bid.

The CONTRACTOR shall make all requisite excavations and foundation preparation for constructing sidewalks, incidental drainage structures, and pavement. The CONTRACTOR shall, where required, excavate and prepare subgrade for pavement widening and replacement. The CONTRACTOR shall provide all signs, lighting, barricades, flagmen and watchmen, and make provisions necessary to protect and maintain buildings, fences, trees, shrubs, poles, existing utility fixtures, watercourses, surface drains, or other structures in, on, across, or adjacent to the Work and repair all damage done to them where and as required. The CONTRACTOR shall perform all backfilling, restore walks, grass plots, flowers, shrubs, trees, paved surfaces, etc., damaged or disturbed and clear away all rubbish and surplus materials. The CONTRACTOR shall put in complete and acceptable working order the items covered by the Contract.

This Specification sets forth several items of Work or conditions which are required as integral parts of the successful completion of the Project. All items discussed herein under General Provisions are considered incidental to the overall accomplishment of the Project and no separate payment shall be made therefore unless otherwise noted elsewhere in these Specifications.

2. GENERAL DESCRIPTION

- 2.1 Specifications and drawings describe Work, materials, and equipment for the completed construction of the Project entitled "RIVIERA ROAD CULVERT REPLACEMENT, Lexington, Fayette County, Kentucky." Construction Work includes, but is not limited to, installing a box culvert and wingwalls, installing channel bank erosion control mat, installing hot-mix asphalt pavement, installing and constructing new storm sewer, constructing guardrail, and restoring disturbed areas.
- 2.2 Specifications and Drawings are intended to be fully explanatory and supplementary. Where Work is shown on one and not on the other, it shall be done the same as if shown, indicated, or specified in both.

3. CONTRACTOR FACILITIES

- 3.1 The obtaining of all utilities that may be required for the construction, including power and water, shall be the responsibility of the CONTRACTOR and he shall bear the cost of all utilities used for construction.
- 3.2 The CONTRACTOR shall furnish any storage facilities necessary for his operations at his own expense. Weathertight storage facilities as may be required, shall be provided by the CONTRACTOR for materials that will be damaged by storage in the open. All facilities shall be located on and be removed from the job site as directed by the ENGINEER.
- 3.3 The CONTRACTOR shall provide and maintain sanitary facilities at the site for the use of all employees. Facilities shall meet all regulations and requirements of the Local Health Department or other agency having jurisdiction. The CONTRACTOR shall properly maintain during the Work and remove and dispose of such facilities at completion of the Work.

4. PROPERTY PROTECTION

- 4.1 Care is to be exercised by the CONTRACTOR in all phases of construction to prevent damage and injury to the property belong to the OWNER or others.

5. KENTUCKY TRANSPORTATION CABINET (FORMERLY KENTUCKY DEPARTMENT OF HIGHWAYS) SPECIFICATIONS

Except as otherwise indicated on the Plans, and in the Contract Documents and Specifications, all items of Work including materials, construction methods, method of measurement, and basis of payment shall comply with the current edition of the *Kentucky Transportation Cabinet (KYTC)*, formerly known as the *Kentucky Department of Highways (KFOH) Standard Specifications for Road and Bridge Construction* and all current revisions. Kentucky Transportation Cabinet (KYTC) is used interchangeably with Kentucky Department of Highways (KDOH). In these technical specifications, both entities are considered the same.

With regard to the incorporation *Standard Specifications of KYTC* into these Technical Specifications, the following should be noted:

- Unless either the content implicitly or the Plans and Contract Documents and Specifications explicitly indicate otherwise, all KYTC references to “the Department” should be construed as being references to the Lexington-Fayette Urban County Government (LFUCG).
- Any discrepancy between the Standard Specifications of the KYTC and the express intentions of LFUCG (i.e., Plans, Contract Documents and Specifications, and LFUCG Standard Drawings) shall be resolved in favor of the latter. (An example of one of the more common types of discrepancy is that which sometimes occurs with regard to the measurement of and payment for Work items.)

6. ABBREVIATIONS

Abbreviations of standards, codes, and publications used within these Specifications are as follows:

ASTM	American Society of Testing and Materials
ANSI	American National Standard Institute
KYTC	Kentucky department of Transportation, "Standard Specifications for Road and Bridge Construction," Current Edition
KYDOH	Kentucky Department of Highways, "Standard Specifications for Road and Bridge Construction," Current Edition

7. STAKING

- 7.1 The CONTRACTOR shall furnish all staking that may be required to accurately complete the Work as specified in the Contract Documents. The staking is considered incidental to the contract and no direct payment will be made.
- 7.2 Prior to the beginning of construction, the ENGINEER will provide the CONTRACTOR with information regarding the location of reference points and benchmarks. It will be the CONTRACTOR'S responsibility to establish all office projection centerlines shown on the Plans. Should, during the course of construction of this Project, any construction stakes be destroyed by others, it will be the CONTRACTOR'S responsibility to reset the stakes at no additional cost to the OWNER.
- 7.3 To the extent that it does not conflict with the content of the Plans, Contract Documents, and Specifications, Section 201 of the KYTC Standard Specifications, current edition, is incorporated into this technical specification.

8. CONSTRUCTION TOLERANCES--EARTHWORK

The CONTRACTOR shall make every reasonable effort to construct the Project uniformly. Tolerances which will be allowed, before any decreases in the quantity to be paid are made or before reworking of the constructed item is required, are as follows:

- a. The distance from centerline to the toe of the side slopes in excavations and the top of side slopes in fills shall not deviate more than 6 inches from the dimension shown on the Drawings, and the total width of the bottom of the excavation shall not be deficient by more than 6 inches at any location.
- b. The sloped surfaces between the bottom of slope line or the crest of the embankment and the original ground shall not be inside the specified slope limits more than one foot, measured horizontally.
- c. No payment will be made for any earthwork performed outside the limits specified by the neat lines of the cross-sections on the Drawings or by the ENGINEER and no extra material shall be removed or placed more than one foot outside of these limits without permission by the ENGINEER.

9. EXACT DIMENSIONS AT SITE

Prior to furnishing materials and equipment for this Contract, the CONTRACTOR shall obtain exact dimensions at the site. The lengths and locations shown on the Drawings shall not, under any circumstances, be so construed as to relieve the CONTRACTOR from responsibility for taking measurements at the site and furnishing materials or equipment of the correct length and side.

10. MEASUREMENT AND PAYMENT

10.1 Measurement of Quantities

All work completed under the Agreement will be measured by the ENGINEER according to United States standard measure.

10.1.1 All items which are measured by the linear foot, such as pipe, will be measured along the centerline distance of the installed item with no allowance for connections, fittings, or laps at connections.

10.1.2 In computing volumes of excavation and embankment, the average end-area method will be used. For the purpose of ascertaining quantities, it is agreed that the planimeter shall be considered an instrument of precision adapted to the measurement of areas.

10.2 Lump Sum

When a complete structure, structural unit or other item (in effect, "Lump Sum" Work) is specified as the unit of measurement, the unit will be construed to include all necessary fittings and accessories.

10.3 Plan Quantities

When the Plan Quantities for a specific portion of the Work are designated as the pay quantities in the Contract Documents, they shall be the final quantities for which payment for such specific portion of the Work will be made, unless the dimensions of said portions of the Work shown on the Drawings are revised by the ENGINEER. When revised dimensions result in an increase or decrease in the quantities of such Work, the final quantities for payment will be revised in the amount represented by the authorized changes in dimensions.

10.4 Actual Quantities

When Actual Quantities for a specific portion of the Work are designated as the pay quantities in the Contract Documents, they shall be the final quantities for which payment for such specific portion of the Work will be made. The Actual Quantities will be determined by the difference in field measurements before and after construction. All required field measurement shall be made by a Registered Land Surveyor hired by the CONTRACTOR. No separate measurement or payment will be made for CONTRACTOR Surveying.

10.5 Scope of Payment

The Contract Unit Prices whether based on Lump Sum, Plan Quantities, or Actual Quantities for the various Bid Items of the Contract Documents shall be considered full compensation for all labor, materials, supplies, equipment, tools, and all things of whatever nature required for the complete incorporation of the item into the Work the same as though the items were to read "in Plan" unless the Contract Documents provide otherwise.

10.6 Payments

Estimates for payment, partial payments, and final payments shall be in accordance with and follow procedures set forth in the Standard Terms and Conditions.

10.7 Variations in Quantities

Where the quantity of a Pay Item is a Plan Quantity (Paragraph 10.3) or Actual Quantity (Paragraph 10.4) and where the approved quantity of such Pay Item varies more than 15 percent above or below the quantity shown on the Bid Schedule, an equitable adjustment in the Contract Price shall be made upon demand of either party. The equitable adjustment shall be based upon any increase or decrease in costs due solely to the variation above 115 percent or below 85 percent of the quantity shown on the Bid Schedule.

11. TESTING LABORATORY SERVICES

11.1 General

11.1.1 Work Included

From time to time during the progress of the Work, the ENGINEER or OWNER may require that testing be performed to determine the materials provided meet the specified requirements. LFUCG will select a testing laboratory to perform the testing services. The cost of such services shall be the responsibility of the CONTRACTOR.

- a. *Codes and Standards:* Testing, when required, will be in accordance with all pertinent codes and regulations and with selected standards of the American Society for Testing and Materials (ASTM).
- b. *Cooperation with the Testing Laboratory:* Representatives of the testing laboratory shall have ready access to the Work at all times. The CONTRACTOR shall provide facilities for such access in order that the laboratory may properly perform its function.

11.1.2 Related Work Described Elsewhere

Requirements for testing maybe described in various sections of these Specifications; where no testing requirements are described, but the OWNER decides that testing is required, the OWNER may require testing to be performed under current pertinent standards for testing.

11.1.3 Selection of Testing Laboratory

The OWNER will select a testing laboratory.

11.1.4 Codes and Standards

Testing, when required, will be in accordance with all pertinent codes and regulations and with selected standards of the American Society for Testing and materials.

11.1.5 Product Handling

The CONTRACTOR shall promptly process and distribute all required copies of test reports for which he is responsible and related instructions to ensure all necessary retesting and/or replacement of materials with the least possible delay in progress of the Work.

11.2 Payment for Testing Services

11.2.1 Initial Services

The OWNER will pay for all initial testing services required by the OWNER.

11.2.2 Retesting

When initial tests indicate non-compliance with the Contract Documents, all subsequent retesting made necessary by the non-compliance shall be performed by a testing laboratory selected by the CONTRACTOR and approved by the OWNER and the costs thereof will be paid directly by the CONTRACTOR.

11.2.3 CONTRACTOR'S Convenience Testing

Inspection or testing performed exclusively for the CONTRACTOR'S convenience shall be the sole responsibility of the CONTRACTOR.

11.3 Execution

11.3.1 Cooperation with Testing Laboratory

Representatives of the testing laboratory shall have access to the Work at all times. The CONTRACTOR shall provide facilities for such access in order that the laboratory may properly perform its functions.

11.3.2 Schedules for Testing

11.3.2.1 Establishing Schedule

By advance discussion with the testing laboratory selected by the OWNER, the CONTRACTOR shall allow for the time required for the laboratory to perform its tests and to issue each of its findings. The CONTRACTOR shall allow for this time within the construction schedule.

11.3.2.2 Revising Schedule

When changes of construction schedule are necessary during construction, the CONTRACTOR shall coordinate all such changes of schedule with the testing laboratory as required.

11.3.2.3 Adherence to Schedule

When the testing laboratory is ready to test according to the determined schedule but is prevented from testing or taking specimens due to incompleteness of the Work, all extra costs for testing attributed to the delay may be backcharged to the CONTRACTOR and shall not be borne by the OWNER.

11.3.2.4 Taking Specimens

All specimens and samples for testing, unless otherwise provided in these Contract Documents, will be taken by the testing laboratory; all sampling equipment and personnel will be provided by the testing laboratory; and all deliveries of specimens and samples to the testing laboratory will be performed by the testing laboratory.

12. SUBMITTALS AND SUBSTITUTIONS

12.1 General

12.1.1 Work Included

Wherever possible throughout the Contract Documents, the minimum acceptable quality of workmanship and materials has been defined either by manufacturer's name and catalog number or by reference to recognized industry standards. To insure that the specified products are furnished and installed in accordance with design intent, procedures have been established for advance submittal of design data and for its review and approval or rejection by the OWNER or ENGINEER.

12.1.2 Related Work Described Elsewhere

Individual submittals required are described in the pertinent sections of these Specifications and in Attachment A after this Section.

12.2 Substitutions

12.2.1 ENGINEER Approval Required

The Contract is based on the materials, equipment, and methods described in the Contract Documents. The ENGINEER will consider proposals for substitution of materials, equipment, and methods only when such proposals are accompanied by full and complete technical data and all other information required by the ENGINEER to evaluate the proposed substitution. Do not substitute materials, equipment, or methods unless such substitution has been specifically approved for this Work by the ENGINEER. No additional time or delay of project deadlines shall be provided to the CONTRACTOR to recompense for time taken by the ENGINEER to review substitutions.

12.2.2 "Or Equal"

Where the phrase "or equal" occurs in the Contract Documents, do not assume that material, equipment, or methods will be approved as equal by the OWNER or ENGINEER unless the item has been specifically approved for this Work. The decision of the OWNER or ENGINEER shall be final.

12.2.3 Availability of Specified Items

The CONTRACTOR shall verify prior to Bidding, that all specified items will be available in time for installation during orderly and timely progress of the Work. In the event the specified item or items will not be so available, the CONTRACTOR shall notify the OWNER prior to receipt of Bids.

12.3 Identification of Submittals

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

- a. Name and address of submitter, plus name and telephone number of the individual who may be contacted for further information.
- b. Name of Project as it appears in these Specifications.
- c. Drawing number and Specification section number to which the submittal applies.
- d. Whether this is an original submittal or resubmittal.

12.4 Coordination of Submittals

12.4.1 General

Prior to submittal for OWNER'S review, the CONTRACTOR shall use all means necessary to fully coordinate all material, including the following procedures:

- a. Determine and verify all field dimensions and conditions, materials, catalog numbers, and similar data.
- b. Coordinate as required with all trades and with all public agencies involved.
- c. Secure all necessary approvals from public agencies and others and signify by stamp, or other means, that they have been secured.
- d. Clearly indicate all deviations from the Contract Documents.

12.4.2 Grouping of Submittals

Unless otherwise specifically permitted by the OWNER, the CONTRACTOR shall make all submittals in groups containing all associated items; the OWNER may reject partial submittals as not complying with the provisions of the Contract Documents.

12.5 Timing of Submittals

The CONTRACTOR shall make all submittals in accordance with the applicable specification and far enough in advance of schedule dates of installation to provide all required time for reviews, for securing necessary approvals, for possible revision and resubmittal, and for placing orders and securing delivery. In scheduling, allow at least 10 full working days for the ENGINEER'S review following his receipt of the submittal.

13. INSTALLATION REQUIREMENTS

Manufactured articles, materials, and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned as directed by the respective manufacturers, unless otherwise specified.

14. PROOF OF COMPLIANCE

Whenever the Contract Documents require that a product be in accordance with federal specification, ASTM designation, ANSI specification, or other association standard, the CONTRACTOR shall present an affidavit from the manufacturer certifying that the product complies therewith. Where requested or specified, the CONTRACTOR shall submit supporting test data to substantiate compliance.

15. PROJECT RECORD DOCUMENTS

- 15.1 As the Work progresses the CONTRACTOR shall keep a complete and accurate record of changes or deviations from the Contract Documents and the shop drawings, indicating the Work as actually installed. Changes shall be neatly and correctly shown on the respective portion of the affected document, using blackline prints of the drawings affected, or the specifications, with appropriate supplementary notes. This record set of Drawings, shop drawings, and Specifications shall be kept at the job site for inspection by the OWNER.
- 15.2 The records above shall be arranged in order, in accordance with the various sections of the Specifications, and properly indexed. Prior to application for final payment, and as a condition to its approval by the OWNER, deliver the Record Drawings and Specifications, arranged in proper order, indexed, and endorsed as hereinbefore specified.
- 15.3 No review or receipt of such records by the ENGINEER or OWNER shall be a waiver of any deviation from the Contract documents or the shop drawings or in any way relieve the CONTRACTOR from his responsibility to perform the Work in accordance with the Contract Documents and the shop drawings to the extent they are in accordance with the Contract Documents.

16. PROJECT MEETINGS

The CONTRACTOR'S Superintendent for the Work shall attend project meetings as required by the OWNER.

Prior to the start of construction, the CONTRACTOR shall attend a public neighborhood meeting in Spring of 2018.

Project meetings outlined above are considered incidental to the Project and shall be included in the CONTRACTOR'S lump sum bid.

17. CONTRACTOR'S FACILITIES

17.1 Sanitary Facilities

The CONTRACTOR shall provide and maintain all necessary sanitary facilities at the site, in accordance with all applicable regulations, and shall properly remove same at completion of the Project.

17.2 Utilities

The obtaining of all utilities which may be required for construction shall be the responsibility of the CONTRACTOR.

18. CONTRACTOR'S FIELD OFFICE

A CONTRACTOR'S field Office is **not** required for this Project.

19. UTILITIES

The CONTRACTOR is to notify all utility companies prior to beginning construction operations.

It shall be the CONTRACTOR'S responsibility to locate all utilities, make appropriate arrangements regarding relocation, maintain utility service throughout the construction period, and make final relocations at the completion of the Work. The CONTRACTOR shall be responsible for any injury or damage to the existing utilities due to his operations whether shown or not shown in the plans. Where utilities are shown or indicated on the Plans, the information given is in accordance with the best information in possession of the OWNER but is approximate only. The data is not warranted to be either complete or correct, and the CONTRACTOR shall assume all risks resulting from the conditions arising from the approximations shown.

The CONTRACTOR shall confer with the utility companies to inform them of the proposed construction schedule, verify the location and elevation of existing utilities and arrange for the relocation and adjustment of any facilities to avoid interference with the proposed construction. All such activities are to be performed under the direction of and with the approval of the ENGINEER.

When the various utility owners find it necessary to make adjustments to their lines where the CONTRACTOR is presently working, the CONTRACTOR is to move his operations to another area of work so as not to interfere in any way with the utility company's Work.

Any utilities covered up or lost by the construction operations of the CONTRACTOR shall be uncovered and found by the CONTRACTOR and the new construction repaired and/or replaced as directed by the OWNER. No additional compensation will be allowed for such Work nor shall any additional payment be allowed for the relocation and adjusting of any utility but shall be considered incidental to other Work.

The CONTRACTOR shall make a concerted effort to prevent any disruption of utility services, and if an unintended disruption occurs, the CONTRACTOR shall immediately and safely restore service. If disruption of any of the utility services covered in this Section is unavoidable, it will be the responsibility of the CONTRACTOR to notify affected property owners. The CONTRACTOR shall also make every effort to restore said services before quitting Work for the day. In the event this cannot be done, the CONTRACTOR shall provide temporary service to the property owners until permanent service can be restored.

20. INSTALLATION REQUIREMENTS

Manufactured articles, materials, and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned as suggested by the respective manufacturers, unless otherwise specified herein and directed by the ENGINEER.

21. DUST CONTROL

The CONTRACTOR shall be responsible for minimizing the generation of dust resulting from his operations at all times. The CONTRACTOR shall be required to maintain all excavations, embankments, stockpiles, roads, permanent access roads, plant sites, waste areas, and all other Work areas within or without the project boundaries free from dust which would cause a hazard or nuisance to others. Approved temporary methods of stabilization consisting of sprinkling, chemical treatment, light bituminous treatment, or similar methods will be permitted to control dust. Dust control shall be performed as the Work proceeds, and whenever a dust nuisance or hazard occurs.

22. REPAIR OR DAMAGE

Any damage done to structures, fills, roadways, or other areas shall be repaired at the CONTRACTOR'S expense before final payment is made.

23. PROJECT EXTENT

The CONTRACTOR shall be responsible for satisfying himself as to the construction limits for the Project. The CONTRACTOR shall not establish Work, storage, or staging area outside the Project limits, unless otherwise directed or approved by the OWNER.

24. WORKING HOURS

All work on this Project shall be restricted to daylight hours, but may be further restricted by the OWNER if required; except emergency work, such as any necessary pumping, which may require 24-hour operation. If the CONTRACTOR elects to work beyond the normal work week, he shall notify the OWNER of his intent as far in advance as possible. Lane closures for all streets with a functional classification above local shall occur only between the hours of 9:00 a.m. and 3:00 p.m., except as approved by the OWNER.

25. GUARANTEE

The CONTRACTOR shall assume responsibility for all workmanship and materials for a period of one year from final payment. Any work found to be defective due to failure to comply with the provision and intent of the Contract Documents, Specifications, and Plans shall be replaced at the CONTRACTOR'S expense.

26. PROPERTY CONSIDERATION

Materials having a salvage value shall remain the property of the OWNER. Salvageable material rejected by the OWNER shall become the responsibility of the CONTRACTOR to dispose of in a proper manner and subject to the approval of the OWNER.

27. STORAGE OF MATERIALS

Materials ordered prior to use, requiring site or off-site storage, will be the sole responsibility of the CONTRACTOR. Damage to materials shall be repaired and/or replaced in kind, at the CONTRACTOR'S expense, at no additional cost to the OWNER.

28. BLASTING

Blasting for rock excavation shall not be permitted. Rock excavation for all areas shall be performed by mechanical means.

29. HAZARDOUS MATERIAL--GAS LINES

The CONTRACTOR is advised to exercise caution in his operations on this Project, regardless of whether the Plans indicate or do not indicate the presence of any gas or hazardous materials carrying lines.

30. DIVERSION OF STORMWATER

The CONTRACTOR is responsible for developing a plan and implementing measures to divert storm drainage around the construction area. Stormwater diversion measures shall meet the requirements of the LFUCG Stormwater Manual, current edition and shall be approved by the OWNER prior to implementation. Approval by the OWNER shall not relieve the CONTRACTOR of responsibility for the diversion and any flood damage resulting from the CONTRACTOR'S diversion of stormwater shall be the responsibility of the CONTRACTOR

to repair to the satisfaction of the affected property owner and at no additional cost to the OWNER.

All materials, labor, and equipment necessary to accomplish the diversion of storm drainage will be considered incidental to the Contract.

31. PROJECT SIGNS

Prior to construction, project signs shall be installed in accordance with the LFUCG Standard Drawings, current edition. The exact location shall be established by the Contractor prior to the beginning of the work and shall remain visible during the entire length of the Project. After all Work is complete and prior to final inspection, the sign shall be removed and disposed of properly. The cost and installation of the project signs is incidental to the Project.

PROJECT SUBMITTALS
RIVIERA ROAD CULVERT REPLACEMENT
LEXINGTON, KENTUCKY

Phase of Construction	Submittal	Requirements	Responsibility	FIO/ (EA) ¹
Pre-Construction	Schedule	The Contractor shall submit a construction schedule using the critical path method. The schedule shall include all major work tasks and individual activities. The schedule shall consider time for hold points and shall assume that only known areas of damage are to be replaced. If other damaged locations are identified during construction, the schedule shall be updated to reflect the additional work.	CONTRACTOR	OA
	LFUCG Land Disturbance Permit	A LFUCG Land Disturbance permit application shall be submitted and approved prior to mobilization to the Project site. The approved permit/plan shall be kept onsite throughout the construction period. See current LFUCG LDP Application and ESC Plan Checklist for requirements.	CONTRACTOR	OA
	Erosion, Sediment Control (ESC) Plan	The Erosion and Sediment Control (ESC) Plan and applicable checklist shall be submitted and approved prior to mobilization to the Project site. The ESC Plan and checklist shall be completed and describe means, methods, and materials related to site reclamation. The Plan shall adhere to the requirements set in LFUCG's stormwater manual, current revision, and other associated permanent stormwater best management practices (BMPs) identified by the OWNER/ENGINEER.	CONTRACTOR	OA
	Shop Drawings	Shop Drawings for the Precast Box Culvert or preapproved equivalent and all other applicable materials and products (e.g. hand railing, etc.) shall be submitted to the ENGINEER/OWNER prior to the CONTRACTOR'S final build submittal to the manufacturer.	CONTRACTOR	EA
	Site Usage Plan	Site Usage and Erosion Control Plan shall show the planned use and erosion protection within the work limits. At minimum, this shall include material stockpiles, equipment laydown areas, parking, silt fence, temporary drainage features, another environmental BMPs, site access improvements, protection of the work site from public access, and routes of equipment within the work limits. See current LFUCG LDP Application and ESC Plan Checklist for requirements.	CONTRACTOR	FIO
	Pre-Construction Site Photographic Log	A photographic log of site conditions and existing features shall be submitted. Areas within, and adjacent to, the work units shall be documented.	CONTRACTOR	FIO
	Materials List, Certifications, Product Data, Equipment, and Vendors	Information including, but not limited to, testing results/records, mix design/trip ticket, GA/QC approvals, on materials, products, equipment, and other supporting documentation shall be submitted. Where applicable, deviations from specified designed components shall be highlighted in the submittal.	CONTRACTOR	OA
	Site Health and Safety Plan	A Site Health and Safety Plan shall be submitted that addresses general site safety, job-specific safety hazards, and methods for safety risk mitigation and management.	CONTRACTOR	FIO
	Off-site Disposal Plan	The Off-site Disposal Plan shall include location of identified landfills or other disposal areas for excess excavated material or other waste/trash. Separate LDP may be required if excess excavation material is disposed of in Fayette County. All excess material to be disposed of legally.	CONTRACTOR	FIO
	Traffic Maintenance Plan	A Traffic Safety Plan shall be submitted to LFUCG Division of Traffic Engineering which will include, but not be limited to, a final detour plan, temporary signage details, and lane closure and reopening schedules.	CONTRACTOR	FIO
During Construction	Aggregate Gradations	Submit all test records demonstrating compliance with the Specifications.	CONTRACTOR	OA/EA
	Pavement (includes all courses)	Submit all gradation test records and/or density verifications demonstrating compliance with the Specifications.	CONTRACTOR	OA/EA
	Concrete (cast-in-place)	Submit all test records/certifications, to include, but not limited to, slump, air content, temperature, unit weight, and compressive-strength, all of which shall demonstrate compliance with the Specification.	CONTRACTOR	OA/EA
	Compaction Tests (soils and roadway subgrade)	Submit all compaction test records and density verification demonstrating compliance with the Specifications.	CONTRACTOR	OA/EA
All Phases of Construction	Quality Control Plan Submittals (includes offsite and onsite and third party testing)	Contractor may be required to perform testing on materials and products used during the course of the Project to establish, maintain, and/or verify QC standards are being met as defined in the LFUCG stormwater manual/standard specifications, or specifications. If testing is required by the OWNER, the CONTRACTOR will perform testing and submit results to OWNER within 24 hours of obtaining results	CONTRACTOR	FIO
End of Construction	Erosion, Sediment Control Plan Checklist	The ESC plan and checklist shall be completed and shall describe means, methods, and materials related to site reclamation. The plan shall adhere to the requirements set in LFUCG'S stormwater manual, current revision, and other associated permanent stormwater best management practices (BMPs). See current LFUCG LDP Application and ESC Plan Checklist for requirements.	CONTRACTOR	OA
	Record Drawings	A set of red-line drawings shall be maintained by the CONTRACTOR throughout construction. The Drawings shall document any deviations from design, or other record information to assist in the development of official record drawings.	CONTRACTOR	OA/EA

¹ FIO=For Information Only
EA=Engineer Approval
OA=Owner Acceptance

557-18-04 (09/18)

SECTION 01010
SUMMARY OF WORK

PART 1 GENERAL

1.01 SCOPE OF WORK COVERED BY THE CONTRACT

- A. These Specifications and the accompanying Drawings describe the work to be done and materials to be furnished for the construction of LFUCG Bid No. 140-2018, Riviera Road Culvert Replacement.
- B. The Work is located on Riviera Road, near the intersection of Winchester Road and Combs Ferry Road, in Lexington, Kentucky.
- C. Major work items in this Contract include:
 - 1. Remove and replace a deteriorating storm sewer elliptical corrugated metal pipe with new precast concrete box culvert.
 - 2. Restore Riviera Road and affected driveways to existing conditions.
 - 3. Replace 2 curb box inlets.
 - 4. Stream bank erosion control mat installation.

1.02 WORK SEQUENCE

- A. No priorities are assigned to this work.

PART 2 MATERIALS

Not used.

PART 3 EXECUTION

Not used.

END OF SECTION

SECTION 01580

PROJECT IDENTIFICATION AND SIGNS

PART 1 GENERAL

1.01 SCOPE OF WORK

- A. The CONTRACTOR shall provide signs near the site of the Work. The sign shall set forth the description of the Work and the names of the OWNER, ENGINEER, and CONTRACTOR.

PART 2 PRODUCTS

2.01 IDENTIFICATION SIGN (4-FEET X 8-FEET)

- A. Basic design shall be as shown in the sample below, and shall include at a minimum the names of the Project, the OWNER, the CONTRACTOR, and the ENGINEER.
- B. Colors shall be as selected by the ENGINEER.
- C. Number Required: 2

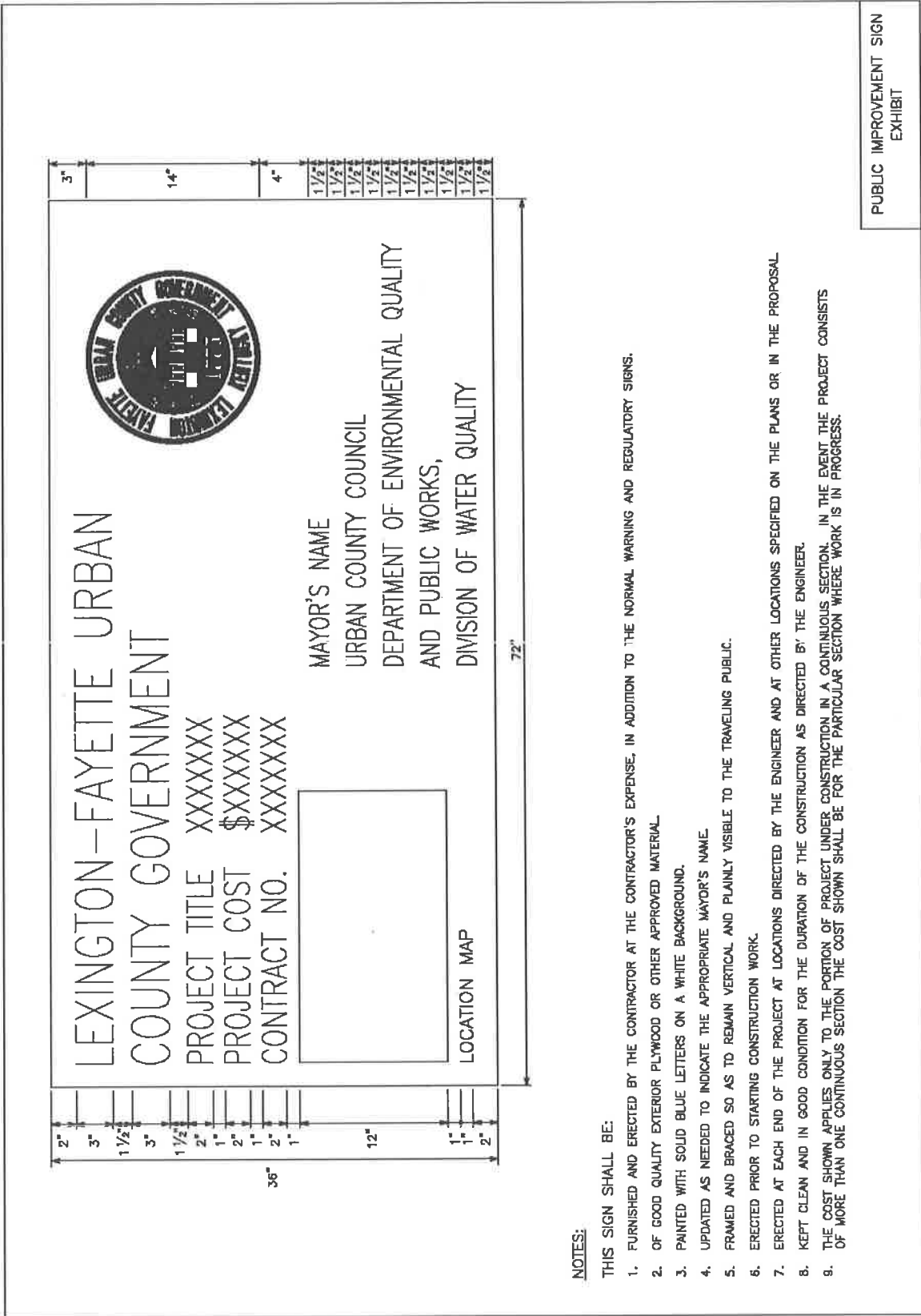
PART 3 EXECUTION

3.01 INSTALLATIONS

- A. Signs shall be installed at locations specified by the ENGINEER and installed in accordance with the detail below.

3.02 MAINTENANCE

- A. The signs shall be maintained in good condition until the completion of the Project and then removed by the CONTRACTOR.



END OF SECTION

NOTES:

THIS SIGN SHALL BE:

1. FURNISHED AND ERECTED BY THE CONTRACTOR AT THE CONTRACTOR'S EXPENSE. IN ADDITION TO THE NORMAL WARNING AND REGULATORY SIGNS.
2. OF GOOD QUALITY EXTERIOR PLYWOOD OR OTHER APPROVED MATERIAL.
3. PAINTED WITH SOLID BLUE LETTERS ON A WHITE BACKGROUND.
4. UPDATED AS NEEDED TO INDICATE THE APPROPRIATE MAYOR'S NAME.
5. FRAMED AND BRACED SO AS TO REMAIN VERTICAL AND PLAINLY VISIBLE TO THE TRAVELING PUBLIC.
6. ERECTED PRIOR TO STARTING CONSTRUCTION WORK.
7. ERECTED AT EACH END OF THE PROJECT AT LOCATIONS DIRECTED BY THE ENGINEER AND AT OTHER LOCATIONS SPECIFIED ON THE PLANS OR IN THE PROPOSAL.
8. KEPT CLEAN AND IN GOOD CONDITION FOR THE DURATION OF THE CONSTRUCTION AS DIRECTED BY THE ENGINEER.
9. THE COST SHOWN APPLIES ONLY TO THE PORTION OF PROJECT UNDER CONSTRUCTION IN A CONTINUOUS SECTION. IN THE EVENT THE PROJECT CONSISTS OF MORE THAN ONE CONTINUOUS SECTION THE COST SHOWN SHALL BE FOR THE PARTICULAR SECTION WHERE WORK IS IN PROGRESS.

SECTION 02110
SITE CLEARING AND GRUBBING

PART 1 GENERAL

1.01 WORK INCLUDED

- A. Furnish all labor and equipment required and perform all clearing, grubbing and stripping of topsoil complete as shown on the Drawings and as specified herein.

1.02 SUBMITTALS

- A. None required for this Section.

PART 2 PRODUCTS

None in this Section.

PART 3 EXECUTION

3.01 GENERAL

- A. The proposed building sites, paved areas, areas designated for ditches and channel changes, borrow pits, etc., (except any portions thereof that may be reserved) shall be cleared of all trees, timber, brush, stumps, rubbish and other debris. All this material, unless otherwise specified, shall be removed and disposed of away from the site.
- B. Open burning is not allowed in Fayette County except for agricultural operations.
- C. Where clearing is to be done, stumps shall be grubbed where embankments are less than 5 feet in height, where the profile indicates excavation, in all areas designated for the construction of other facilities and in borrow areas. In all other areas the stumps may be cut off even with the ground. In areas to be grubbed, all stumps and roots must be removed.
- D. No debris will be allowed to be left under or in the embankments.
- E. In felling trees near tracks, structures and wire lines, necessary precaution must be exercised in order to prevent damage to wire lines, structures, the facilities of others, or obstruct tracks.
- F. No extra payment for clearing and grubbing shall be included in the lump sum bid.

END OF SECTION

557-18-04 (09/18)

SECTION 02140

DEWATERING

PART 1 GENERAL

1.01 WORK INCLUDED

- A. Furnish all labor and equipment required to dewater all excavations. Dewatering of all excavations shall be the responsibility of the CONTRACTOR, and no additional compensation will be allowed for same unless specifically included as a bid item.
- B. Leaking pipes and structures are to be anticipated on this project. For this reason, no additional payment will be made for dewatering associated with leakage from any existing facility.

1.02 RELATED WORK

- A. Crushed stone and DGA are included in Section 02235.

1.03 SUBMITTALS

- A. None.

PART 2 PRODUCTS

None in this Section.

PART 3 EXECUTION

3.01 GENERAL

- A. Dewatering equipment shall be of adequate size and quantity to assure maintaining proper conditions for installing pipe, concrete, backfill or other material or structure in the excavation. Dewatering shall include proper removal of any and all liquid, regardless of source, from the excavation and the use of all practical means available to prevent surface runoff from entering any excavation.
- B. Dewatering methods during construction shall be in accordance with LFUCG Stormwater manual, latest edition, Chapter 11, Section 11.5.9, Construction Dewatering.

END OF SECTION

SECTION 02235

CRUSHED STONE AND DENSE GRADED AGGREGATE (DGA)

PART 1 GENERAL

1.01 SCOPE OF WORK

- A. Furnish and install crushed stone aggregates and DGA as indicated on the Drawings and/or required in the Specifications for such uses as surfaces and/or bases of roads, parking areas and walkways; temporary and permanent traffic bound surfacing over trenches; permanent traffic bound roadway surface maintenance; replacement of unsuitable material; and other miscellaneous applications required in the work.
- B. Various sizes, types and quality of crushed stone aggregates are specified in this Section depending on applicability which may be specified in detail in other sections of these Specifications.
- C. The ENGINEER may require the use of crushed stone aggregates for purposes other than those specified in this or other Specification sections if such use is advisable in his opinion. Payment for crushed stone aggregate shall be by negotiation unless agreed pricing has been previously established.

1.02 RELATED WORK

- A. Dewatering is included in Section 02140.

1.03 SUBMITTALS

- A. Testing Service shall submit required test reports directly to the ENGINEER with copy to CONTRACTOR.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Crushed stone aggregate shall meet the applicable requirements for the intended use in accordance with Section 805 of the Kentucky Transportation Cabinet, Department of Highways, Standard Specifications for Road and Bridge Construction.
- B. Unless otherwise referred to on the Drawings or in these Specifications, crushed stone aggregate shall be graded size No. 57 according to the table below.
- C. When referred to on the Drawings or in these Specifications, dense graded aggregate (DGA) shall have a sand equivalent value of not less than 25 and shall be graded according to the table below.

557-18-04 (09/18)

4. The ENGINEER shall request tests on Form HKB DE-16 "Requisition for Material and Design Mix Tests."

PART 3 EXECUTION

3.01 INSTALLATION

A. Compacted Crushed Stone Aggregate

1. Crushed stone shall be placed in uniform layers not greater than 6 inches deep and shaped by power equipment to required lines, grades, cross connections, and depths. No minimum compacted density, method of compaction, or compaction equipment is required since a nominal amount of compaction effort with vibration can establish the desired intergranular locking of the aggregate under controlled placement depth. Acceptable compaction can be achieved with pneumatic-tired and tracked equipment and rollers.
2. All compaction operations shall be performed to the satisfaction of the ENGINEER.
3. Crushed stone shall be placed in those areas as shown on the Drawings and as may be directed by the ENGINEER.

B. Compacted Dense Graded Aggregate (DGA)

1. Dense graded aggregate shall be plant mixed with water, transported in such a manner as to deliver the mix to the project without loss or segregation, spread, and compacted to produce a density throughout not less than 84 percent of solid volume. Minimum dry density for compacted limestone DGA shall be 139 pounds per cubic foot when S.G. of limestone is 2.65.
2. Density tests shall be required in such number as determined by the ENGINEER. Density tests shall be made by the sand cone method or by nuclear gauges. The CONTRACTOR shall furnish all necessary labor, equipment and materials for making the density tests under observations of the ENGINEER.
3. In the event compacted material does not meet the required density of an area, the CONTRACTOR shall either continue compaction efforts or rework the entire area until the required density is obtained. If material has to be removed and reworked, the ENGINEER shall determine if removed material can be remixed and used again for fill.
4. All compacted DGA fill shall be included in the CONTRACTOR'S lump sum bid unless otherwise indicated on the Drawings.

END OF SECTION

SECTION 02270

GEOTEXTILES

PART 1 GENERAL

1.01 SCOPE OF WORK

- A. Provide all labor, materials, equipment and services required to install geotextiles as shown on the Contract Drawings and as specified herein.

1.02 SUBMITTALS

- A. The CONTRACTOR shall submit to the ENGINEER in accordance with the Specifications detailed material, performance and installation information on the geotextile fabric proposed for use. The ENGINEER shall review the submittal for acceptability prior to shipment of the fabric to the job site.

PART 2 PRODUCTS

2.01 MATERIAL

- A. The geotextile fabric shall consist of long chain polymeric filaments of either polyester or polypropylene formed into a stable network. Fabric shall be tear and puncture resistant and maintain the following minimum physical properties, when wet or dry, and be inert to commonly encountered chemicals in the soil.
- B. The geotextile fabric shall meet the following minimum requirements:

<u>Property</u>	<u>Requirement</u>	<u>Specification</u>
Weight	4.0± 0.5 oz./sq.yd.	---
Grab Tensile	110 lbs.	ASTM D 1682-64 (1975)
Modulus	900 lbs.	ASTM D 1682-64 (1975)
Trapezoidal Tear	40 lbs.	ASTM D 2263-68
Mildew, Rot Resistance	100%	---
Coeff. of Permeability (K)	1 x 10 ⁻³ cm/sec.	EURM-100

- C. The fabric shall be TYPAR Style 3401 as manufactured by DuPont, Wilmington, Delaware; Bidim as manufactured by Monsanto Textiles Co., St. Louis, Missouri, or equal, unless otherwise specified or shown on the Drawings.

557-18-04 (09/18)

PART 3 EXECUTION

3.01 INSTALLATION

- A. The fabric shall be installed as recommended by the manufacturer for the application specified and/or shown on the Drawings. Manufacturer's printed instructions shall be strictly followed including storage of fabric rolls; subgrade preparation to prevent puncture; unrolling and positioning fabric; installing loosely to allow for settlement without rupture under crushed rock and riprap fills; and fabric lap distances which shall be a minimum of 1 foot unless otherwise required.

END OF SECTION

SECTION 02370

EROSION PREVENTION AND SEDIMENT CONTROL

PART 1 - GENERAL

1.04 SUMMARY

- A. This section specifies erosion prevention and sedimentation control during construction.
- B. This section is to be used and followed as a guideline to assist the CONTRACTOR, who will be responsible for drafting a BMP for review and approval, prior to start of construction.

1.05 RELATED SECTIONS

- A. Section 02110 - Clearing and Grubbing
- B. Section 02270 - Geotextiles
- C. Section 02930 - Sodding and Seeding

1.06 SUBMITTALS

- A. The CONTRACTOR shall submit a copy of the NOI to LFUCG and the Kentucky Division of Water.
- B. The CONTRACTOR shall prepare the BMP plan as outlined by the ENGINEER in this Section and the plans and adjust it as needed and as stated therein for the actual site conditions.

1.07 DELIVERY, STORAGE, AND HANDLING

- A. Protect material from the weather during transit and storage.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Kentucky Erosion Prevention and Sediment Control Field Guide (KEPSCFG).
- B. Best Management Practices Plan.

2.02 BEST MANAGEMENT PRACTICES PLAN

- A. Riviera Road Culvert Replacement
 - 1. This National Pollutant Discharge Elimination System (NPDES) Best Management Practices (BMP) plan was developed in accordance with EPA requirements, the Kentucky Erosion Prevention and Sediment Control Field Guide (KEPSCFG) and good engineering practices for the University of Kentucky-FEMA Nicholasville Road Flood Mitigation Project. A copy of the Kentucky Erosion Prevention and Sediment Control Field Guide can be

downloaded from the Kentucky Division of Water website www.water.ky.gov/permitting/wastewaterpermitting/KPDES/storm/. The BMP plan identifies the potential sources of pollution that may reasonably be expected to affect the quality of storm water discharges from the project. The BMP plan provides the proper guidance for the CONTRACTOR to ensure the implementation of practices that are to be used to reduce the pollutants in storm water discharges and to assure compliance with the terms and conditions of the KPDES permit. The CONTRACTOR must implement the BMP plan as a condition of the KPDES permit.

B. Site Description

1. The construction of the Cardinal Lane Stormwater Improvements Project is the cause of the site disturbance. When complete, the project will provide improved drainage control.
2. The sequencing of major soil disturbing operations will proceed as follows:
 - a. Installation of perimeter erosion and sediment controls, stone construction exits, and temporary sediment basins, as required. Due to construction activities and sequencing, these measures will be subject to modification and/or relocation.
 - b. Clearing and grubbing of proposed disturbed areas. Demolition of existing features to be removed.
 - c. CONTRACTOR shall sequence his work in order to control erosion and sediment from contaminating the natural drainage features and paths. Also, sequence in order to prevent damage to work already completed.
 - d. Existing vegetation will be preserved where possible.
 - e. Stabilization shall begin within 14 days on areas that have been disturbed and construction activity has ceased, whether temporarily or permanently.
3. The site construction activities will result in the disturbance of approximately 0.15 acres in the project area. All construction is in road rights-of-way or drainage easements.
4. The present project site consists of existing roads, buildings and adjacent facilities, and utilities. All runoff from the project site drains to an existing elliptical CMP culvert located under Riviera Road. Reducing street flooding in the area, improving drainage capabilities, and protecting the natural channel bank in the Riviera Road area are the basis for this Project.

C. Sediment and Erosion Control Measures

1. This BMP plan shall include a clear description of what sediment and erosion control measures will be used and when they will be implemented. The following list of control measures represent the basic measures to be implemented. Additional measures may be required as construction sequencing and activities require. The CONTRACTOR'S BMP shall outlive the erosion and sediment control measures to be installed, according to the sequence of construction. Reference details and specification found in the KEPSCFG.
2. Structural Practices for Soil Stabilization
 - a. Mulch: Mulch may be used for temporary stabilization for any disturbed area inactive for 14 days or longer for dust control and to reduce impact of rain on bare surfaces. Mulch is also used with Temporary and Permanent Seeding.
 - b. Temporary Seed: Use rye grain or annual rye grass seed for temporary seeding in disturbed areas not ready for permanent seeding when area is inactive for 14 days. Comply with the KEPSCFG for seed, fertilizer and mulch specifications.
 - c. Permanent Seed: See project specifications for installation of permanent seeding.
 - d. Construction Entrance: Install stone construction entrance at all locations where equipment and vehicles access paved surfaces from non-paved construction areas where there is risk of transporting mud or sediment onto paved surfaces.
 - e. Dust Control: Utilize watering of construction roads, mulching and vegetative cover to minimize dust.
 - f. Temporary Diversion Ditch: Install temporary diversion ditches with supporting berm on lower side to divert storm runoff to sediment from unprotected slopes to a stabilized outlet, to divert sediment-laden runoff from a disturbed area to a sediment pond, and to shorten the flow length within a long, sloping drainage area. Ditches shall be designed for the 10 year, 24 hour storm event. Ditches shall be parabolic or trapezoidal, V-shaped ditches shall not be constructed.
 - g. Impact Stilling Basin: Install stilling basins (rip rap outlet protection or other methods) at the outlet of culverts and storm pipes to dissipate discharge velocities.
3. Structural Practices for Sediment Control
 - a. Check Dam: Install temporary rock check dams in newly constructed vegetated, open channels that drain 10 acres or less. Use KYTC Class II channel lining with check dams spaced such that

the top of the downstream dam is at the toe elevation of the upstream dam. The stone at the center of dam is to be a minimum of 1 foot below the stone at the edge.

- b. Silt Fence: Install silt fencing around the perimeter of disturbed areas, including soil stockpile areas to control sediment from non-concentrated runoff. Install silt fencing prior to any further land disturbing activities.
 - c. Storm Drain Inlet Protection: Install sediment filters around storm surface and culvert inlets. Use measures appropriate for inlet conditions.
 - d. The CONTRACTOR will assume the responsibility for proper selection, application, and maintenance of appropriate soil stabilization and sediment control practices.
4. Storm Water Management Devices - Management devices shall be installed during construction to control the pollutants in storm water discharges that will occur after construction has been completed. Velocity dissipation devices shall be placed at discharge locations and along the length of any outfall channel as necessary to provide a non-erosive flow.
- a. Management devices include velocity dissipation devices, storm water retention and detention basins, wet ponds, vegetated swales and natural depressions used for flow reduction, runoff infiltration devices, sequential systems that combine several devices and other appropriate measures. The installation of these devices may be subject to Section 404 of the CWA.
 - b. The CONTRACTOR will assume the responsibility for proper selection, application, and maintenance of appropriate storm water management devices.

D. Other Control Measures

1. No solid materials, including building materials, shall be discharged to waters of the Commonwealth, except as authorized by a Section 404 permit.
2. Off-site vehicle sediment tracking and dust generation shall be minimized.
3. Waste disposal methods and sanitary sewer or septic systems shall comply with applicable state or local regulations.
4. The CONTRACTOR will assume the responsibility for taking the actions necessary to comply with the requirements listed in this section.

E. Maintenance

1. The requirements of this BMP plan include utilizing proper maintenance procedures necessary to keep the control measures in good and effective operating condition. The CONTRACTOR shall refer to the project plans and specifications for erosion and sediment control, and the manufacturer's specifications for guidance related to maintenance.
2. Structural Practices for Soil Stabilization
 - a. Mulch: Mulched areas shall be inspected at least weekly and after every rainfall of one-half inch or more. When mulch is found loosened or removed, replace mulch within 48 hours.
 - b. Temporary Seed: New seed shall have adequate water for growth until plants are firmly established. Inspect seeded areas every two weeks after planting and after each rainfall of 0.5 inches or more. Areas requiring seed and mulch will be repaired within 48 hours. If vegetative cover is not established within 21 days, the area shall be reseeded.
 - c. Permanent Seed: New seed shall have adequate water for growth until plants are firmly established. Inspect seeded areas every two weeks after planting and after each rainfall of 0.5 inches or more. Areas requiring seed and mulch will be repaired within 48 hours. If vegetative cover is not established within 21 days, the area shall be reseeded. Reseed as needed to obtain groundcover density established in project specifications.
 - d. Construction Entrance: Inspect construction entrance once each week and after there has been a high volume of traffic or rainfall of 0.2 inches or more. Construction entrance shall be maintained in a condition that will prevent tracking or flow of sediments onto paved surfaces.
 - (1) Provide periodic top dressing with additional stone, as conditions demand, and repair and/or cleanout of any structures used to trap sediment. All materials spilled, dropped, washed, or tracked from vehicles onto roadways or into storm drains must be removed immediately.
 - e. Dust Control: Observe site daily for evidence of windblown dust and take reasonable steps to reduce dust whenever possible. Inspect site weekly when site is inactive.
 - f. Temporary Diversion Ditch: Bare and vegetated diversion channels shall be inspected regularly to check for points of scour or bank failure; rubbish or channel obstruction; breaching or settlement of ridge. Damaged channels shall be repaired immediately. Sediment deposits are to be removed. Reseed and fertilize channels as needed to establish vegetative cover.

- g. Impact Stilling Basin: Replace displaced stone and remove sediment as needed.

3. Structural Practices for Sediment Control

- a. Check Dam: Inspect check dams regularly to ensure the measure is in good working order and that the center of the dam is lower than the edges. Inspect after each rainfall and remove accumulated sediment. Remove temporary check dams after channel has been completely vegetated. Repair area disturbed by dam removal.
- b. Sediment Pond: Sediment shall be removed when required design capacity is reduced by one-third. When permanent detention ponds are used for temporary sediment ponds, remove sediment pond outlet control measures, remove sediment, backfill and grade to final contours and seed. Temporary sediment ponds constructed separate from permanent detention ponds shall be removed completely, graded to final or pre-construction grades and seeded.
- c. Silt Fence: Inspect silt fences after each rainfall event and daily during prolonged rainfalls. Repair damaged or downed silt fencing immediately. Remove accumulated sediment.
- d. Storm Drain Inlet Protection: Inspect storm drain inlet protection measures periodically and after each rainfall event. Remove accumulated sediment. Repair or replace filter fabric and filter stone as needed. Remove inlet protection measures after all areas of the watershed have been stabilized. Repair damage to areas cause by inlet protection removal.

F. Inspections

- 1. Qualified personnel shall inspect all storm water control measures, discharge locations, vehicle exits, disturbed areas of the construction site, and material storage areas at least once every 7 days, and within 24 hours of the end of a storm that is 0.5 inches; and areas that have been temporarily or finally stabilized at least once a month. Revisions to the BMP plan based on the results of the inspection shall be implemented within 7 days.
- 2. Control measures shall be inspected to ensure correct operation. Accessible discharge locations shall be inspected to ensure that velocity dissipation devices are effective in preventing significant impacts to receiving waters. Vehicle exits shall be inspected for evidence of, or the potential for, off-site sediment tracking. Disturbed areas and material storage areas that are exposed to precipitation shall be inspected for evidence of, or the potential for, pollutants entering the drainage system.
- 3. A report summarizing the scope of the inspection, names and qualifications of personnel making the inspection, the date of the inspection, major observations relating to the implementation of the BMP plan, and any corrective actions taken shall be made and kept as part of

the BMP plan for at least 3 years after the date of inspection, or until 1 year after coverage under this permit ends. The person conducting the inspection must sign the inspection form.

4. Inspection reports to be posted or stored at the job site for review. The SWEPP plan and the KYR10 Coverage acknowledgement letter shall also be kept on site.

G. Non-Storm Water Discharges

1. All discharges from this construction site are storm water related and do not mix with storm water discharges from other industrial activities.

H. Contractors and Subcontractors

1. The selected CONTRACTOR and their subcontractors are hereby made aware that they must clearly state the CONTRACTOR or subcontractors that will implement each control measure identified in the approved BMP plan. All contractors and subcontractors identified in the BMP plan must sign a copy of the certification statement on the following page in accordance with PART II of the KPDES permit before conducting any professional service at the site.

I. Other Activities That Have Potential to Pollute Groundwater or Surface Runoff

1. Below are a series of activities that create the potential for groundwater or storm water runoff contamination.
 - a. Tank Storage
 - (1) Not applicable.
 - b. Transfer, Loading, and Unloading
 - (1) Transfer, loading, and unloading areas for fuel (gasoline and diesel), oil, and hydraulic fluid.

J. Practices Selected to Protect Groundwater and Storm Water Runoff from Pollution

1. This section is organized to address the sets of practices in place for each general activity listed above. Most practices for a given type of activity (tank storage, for example) are common to all items listed under that heading. Therefore, to avoid redundancy, these common practices are only listed once within a subheading and apply to all items listed within a general activity group. Where practices apply to individual items, a separate description is included identifying the item and the practice utilized. One additional subheading is included to cover practices that can apply to all aspects of the construction site.
 - a. Tank Storage Protection Practices (Storage of fuel, oil, and hydraulic fluid)

- (1) Notify Site Superintendent upon discovery of the problem. Notify other officials and/or agencies as necessary dependent on the nature of the situation.
 - (2) All fuel, fluid and oil tanks have secondary containment structures.
 - (3) Rainwater built up in secondary containment structures must be checked for presence of sheen prior to release. If sheen is present, the water must be considered hazardous waste, pumped into a compatible container and disposed of via a certified hazardous waste disposal company.
 - (4) Personnel are trained to exercise due caution when filling or dispensing of fuels and oils to avoid spillage. Personnel are to be instructed to avoid overfilling tanks. Spills are to be cleaned up immediately upon occurrence or notification that one has occurred.
 - (5) Spills shall be cleaned up using absorbent materials such as Oil Pickup (a dry powder). Contaminated soil will be removed and disposed of at a landfill approved for disposal of such waste or contacting an environmental remediation company for advice on disposal.
- b. Transfer, Loading, and Unloading Protection Practices
- (1) Notify Site Superintendent upon discovery of the problem. Notify other officials and/or agencies as necessary dependent on the nature of the situation.
 - (2) All oil and fuel locations have secondary containment structures.
 - (3) Personnel are trained in proper containment, clean-up, and disposal procedures in the event of an accidental spill. If the spill is large enough an earthen berm will be constructed to contain the spill. Phone calls to the Project Manager and the KY Environmental Response Center shall be made in the event of a significant spill. Contaminated soil will be removed and disposed of at a landfill approved for disposal of such waste or contacting an environmental remediation company for advice on disposal.
 - (4) Small spills cleaned with rags or other absorbent material (Oil Pickup) require proper disposal of the contaminated material by placing it in a plastic bag prior to disposal in the dumpster.
 - (5) Personnel are trained to exercise due caution when filling or dispensing from fuel and oil tanks to avoid spillage. Personnel are to be instructed to avoid overfilling tanks.

Spills are to be cleaned up immediately upon occurrence or notification that one has occurred.

K. Emergency Contacts

1. An Emergency Contact List shall be located in the construction trailer and kept on file. The list is updated on an as-needed basis when contact names and agencies may change.

L. Employee Training

1. This site is located in a karst region. Groundwater in this topography is highly sensitive to pollution. Even though the Lexington is on "city" water, failure to follow the protective practices described above may potentially pollute wells and springs being used as water sources by individuals living in rural areas. All employees will receive hands-on training in proper procedures required to comply with the BMP plan. All employees will go through a review of proper spill response techniques and general inspection protocol. Employees will receive training when new or modified protection measures are implemented, or when new equipment/unit processes are installed that has the potential to contaminate groundwater or storm water runoff in the event of a spill. All training outlined above is the responsibility of the CONTRACTOR.

M. Signature and Plan Review

1. The BMP plan shall be submitted and signed by the CONTRACTOR and shall be kept onsite available for review.
2. BMP plans required by the KPDES permit are considered reports that shall be made available to the public, upon written request by the public, in accordance with Section 308(b) of the Clean Water Act (CWA). However, the University of Kentucky may claim any portion of the BMP plan as confidential, in accordance with 40 CFR Part 2.

N. Plan Modification

1. The CONTRACTOR shall modify the BMP plan when there is a change in design, construction, operation, or maintenance of the site which has a significant effect on the potential for the discharge of pollutants to waters of the Commonwealth and shall implement the changes within 7 days.

O. Modification for Ineffectiveness

1. The CONTRACTOR shall amend the BMP plan if it proves to be ineffective in controlling the discharge of pollutants to waters of the Commonwealth and shall implement the changes within 7 days. The CONTRACTOR is responsible for the plan, its implementation, and maintenance.

P. Certification Statement

"I certify under penalty of law that I understand the terms and conditions of the general National Pollutant Discharge Elimination System (NPDES) permit that authorizes the storm water discharges associated with industrial activity from the construction site identified as part of this certification."

Name (printed) : _____

Title : _____

Firm Name : _____

Address : _____

Phone Number : _____

Site Address or Description: _____

Signature : _____

Date : _____

PART 3 - EXECUTION

3.01 EXECUTION

- A. The CONTRACTOR shall implement the Storm Water Pollution Prevention Plan or approved Best Management Practices (BMP) Plan. It shall be adjusted as needed and as stated therein for the actual site conditions. A copy of the BMP plan shall be kept on the project site. For questions regarding BMP plan implementation requirements, etc., refer to the latest edition of the Kentucky Erosion Prevention and Sediment Control Field Guide which may be obtained at the Division of Water website, www.water.ky.gov/permitting/waterwaterpermitting/KPDES;storm.
- B. The CONTRACTOR shall submit a Notice of Intent (NOI) to the **Kentucky Division of Water** at least 48 hours before any construction begins.

557-18-04 (09/18)

- C. All storm drains that discharge into a drainage channel, stream, lake, etc., and not onto an open field shall have an inlet sediment control device similar to the Siltsack as manufactured by ACF Environmental or Dandy Bag II by Dandy Products, or equal.
- D. Rock checks shall be used to trap sediment traveling along drainage channels, etc., straw bales are not acceptable.
- E. Any construction access road, etc., that joins any paved driveway, or road shall have a crushed stone entrance created according to the drawings and the Kentucky Erosion Prevention and Sediment Control Field Guide.
- F. Storm water runoff from undisturbed areas shall be diverted around construction sites by the use of diversion berms or diversion ditches.
- G. When silt fences and other sediment trapping devices become half full they shall be cleaned out to near new installation condition and put back into service.
- H. See attached Construction Site Stormwater Inspection Report. This is a suggested format for use in the CONTRACTOR'S BMP.

END OF SECTION

Attachment: Construction Site Stormwater Inspection Report

Construction Site Stormwater Inspection Report

General Information	
Project Name	
Facility Operator (Name on KPDES form NOI-SW)	
KPDES Tracking No.	Location:
Date of Inspection	
Inspector's Name(s)	
Inspector's Contact Info	
Describe present work phase	
Type of Inspection: <input type="checkbox"/> Regular Weekly <input type="checkbox"/> Regular Bi-Weekly <input type="checkbox"/> Pre-Storm Event <input type="checkbox"/> During Storm <input type="checkbox"/> Post-Storm Event	
Weather Information	
Has there been a storm event since the last inspection? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, provide: Start Date & Time: Storm Duration (hrs): Approximate Amount of Precipitation (in):	
Stormwater Pollution Prevention Plan on site and available for review	
Weather at time of this inspection? <input type="checkbox"/> Clear <input type="checkbox"/> Cloudy <input type="checkbox"/> Rain <input type="checkbox"/> Sleet <input type="checkbox"/> Fog <input type="checkbox"/> Snowing <input type="checkbox"/> High Winds <input type="checkbox"/> Other Temperature:	
Have any discharges of sediment or other pollutants occurred since the last inspection? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, describe:	
Are there any discharges of sediment or pollutants at the time of inspection? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, describe:	

Site Specific BMPs

Number the structural and non-structural BMPs identified in your SWPPP on your site map and list them below. Add as many BMPs as necessary. Describe corrective actions initiated, date completed, and note the person that completed the work in the Corrective Action Log.

	BMP Type or Name	BMP Installed?	Maintenance Required?	Corrective Action Needed and Notes
1	Engineer's Erosion and Sediment Control Plan is on site	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
2	Engineer's Erosion and Sediment Control Plan is being followed	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
3	Construction entrance and parking areas are stabilized with stone	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
4	Disturbed areas inactive for 14 days are seeded and mulched	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
5	Silt fence is installed and maintained	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
6	Sediment ponds/traps are installed and maintained	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
7	Diversions channels are installed and stabilized	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
8	Checked dams are installed and maintained	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
9	Soil stockpiles are stabilized	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
10	Erosion control blanket is installed	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
11	Channels are stabilized with proper channel lining	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
12	Dewatering operations are filtered before discharging to stream	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	

	BMP Type or Name	BMP Installed?	Maintenance Required?	Corrective Action Needed and Notes
13	Are all slopes and disturbed areas not being worked properly stabilized?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
14	Are discharge points and receiving waters free of any sediment deposits?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
15	Are storm drain inlets properly protected?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
16	Is the construction exit preventing sediment from being tracked into the street?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
17	Is trash/litter from work areas collected and placed in covered waste containers?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
18	Are washout facilities (e.g., paint, stucco, concrete) available, clearly marked, and maintained?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
19	Are vehicle and equipment fueling, cleaning, and maintenance areas free of spills, leaks, or any other material?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
20	Are materials that are potential stormwater contaminants stored inside or under cover?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
21	Are non-stormwater discharges (e.g., wash water, dewatering) properly controlled?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	

Non-Compliance

Describe any incidents of non-compliance not described above:

CERTIFICATION STATEMENT

"I certify under penalty of law that this document and all attachments were prepared under my direction of supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

Print name and title: _____

Signature: _____ **Date:** _____

SECTION 02500
ASPHALT PAVING

PART 1 GENERAL

1.01 SCOPE OF WORK

- A. The CONTRACTOR shall be required to supply all materials and equipment and perform all work for the placement of the base, binder, and surface course(s) for restoring to the preconstruction condition the surface of the existing streets, roads, drives and parking areas to the depths as shown in the detailed Drawings and as specified herein.

1.02 REFERENCES

- A. Unless noted, all Specifications designations denoted KTCSSRBC refer to the Kentucky Transportation Cabinet Department of Highways Standard Specification for Road and Bridge Construction. Appropriate technical portions of the referenced sections of the Specifications shall apply, but all work and method of payment shall be as described herein unless otherwise specified or shown on the Drawings.

1.03 RELATED WORK

- A. Special sequence or schedule requirements (if any) are specified in Section 01010 - Summary of Work.
- B. Crushed stone surfacing requirements, temporary and permanent replacement, are specified in Section 02235 of these Specifications.

1.04 WORK DESCRIPTION

- A. Asphalt shall be used for surfacing new roads and parking areas, for replacement of city streets, drives, parking areas and state highways of asphalt construction and for resurfacing existing roads and state highways at locations shown on the Drawings or specified.

1.05 QUALIFICATIONS

- A. The pavement design mixture shall be used as determined by local plant mix availability. The design mixture shall have been approved recently by the Kentucky Transportation Cabinet Department of Highways and used recently on a state paving project.
- B. The design mix shall be submitted to the ENGINEER for review and acceptance. The submittal shall include the following:
 - 1. The last date the mixture was approved by the Kentucky Transportation Cabinet Department of Highways for use on a state road project.
 - 2. The location where the mixture was recently used, and the name and address of the paving contractor.

557-18-04 (09/18)

1.06 SUBMITTALS

- A. Shop Drawings, manufacturers' data and other items needed to establish compliance with the Drawings and Specifications shall be submitted to the ENGINEER.

PART 2 PRODUCTS

2.01 ASPHALT PAVING

A. Mixture

- 1. The asphaltic paving provided for use on this Contract shall conform to the applicable requirements of KTCSSRBC Section 401, Asphalt Plant Requirements; Section 402, Control and Acceptance of Asphalt Mixtures; and Section 403, Production and Placement of Asphalt Mixtures. The pavement mixture shall meet the requirements of Section 403.03.03.

- B. Fine aggregates shall meet the requirements of KTCSSRBC Section 804.
- C. Coarse aggregates shall meet the requirements of KTCSSRBC Section 805.
- D. Asphaltic materials shall meet the requirements of KTCSSRBC Section 806.
- E. Asphaltic materials for tack coat shall be one of the following: SS-1, SS-1h, CSS-1, CSS-1h, AE-60, RS-1, or CRS-1, conforming to Section 406.

2.02 FACILITIES ADJUSTMENT MATERIALS

- A. Manhole adjusting rings shall be cast iron, Neenah R-1979, J.R. Hoe, or equal. Maximum adjustment shall be 3 inches.
- B. Valve box adjusting rings shall be cast iron, Tyler Type MWW riser with 3 inches maximum adjustment.

2.03 PAVEMENT STRIPING MATERIALS

- A. Pavement striping for all areas to receive asphalt paving, whether full width pavement overlay, trench width pavement replacement, or newly constructed access roads or parking areas, shall meet the requirements of Section 748 of the KTCSSRBC for placement and Section 842 for striping material.

2.04 TRAFFIC CONTROL SIGNAL LOOPS

- A. Where possible, traffic control signal loops shall be avoided in the location of new or replacement pipelines. Should the traffic control loops be damaged or destroyed by pipeline construction, they shall be replaced to the specification of the requirements of the entity who is the owner and operator of the traffic control facilities.

PART 3 EXECUTION

3.01 GENERAL

- A. Construction requirements shall conform to applicable requirements of Section 403 of KTCSSRBC.
- B. A tack coat shall be required to bond new paving to the surface of concrete or brick pavements and bases or existing asphalt surfaces. It shall be applied at the rate of 0.8 pound (0.1 gallon) per square yard at the following range of application temperatures:

SS-1, SS-1h, CSS-1, CSS-1h, AE-60	70-160°F
RS-1	70-140°F
CRS-1	120-185°F

- C. When SS1, SS1h, CSS1, CSS1h, or AE60 is furnished for tack material, it shall be diluted with an equal quantity of water conforming to Section 803, shall be thoroughly mixed prior to application, and shall be applied a sufficient time in advance of the paver to ensure that all water has evaporated before the asphalt mixture is placed. The application rate shall be 0.8 pound (0.1 gallon) per square yard of the diluted SS1, SS1h, CSS1, CSS1h, or AE60.
- D. Where asphalt paving is placed against vertical surfaces such as curbs, gutters, manhole frames, valve boxes, etc., the vertical face shall be tack coated in order to seal the surface. Where these surfaces are inaccessible to pressure distributor, the tack coat may be brushed or broomed into place. The tack coat shall not be allowed to spill over onto any horizontal surface outside the area to be paved.
- E. Unless otherwise indicated on the Drawings or in these Specifications, the compacted thickness of the asphalt paving shall be a minimum of 1 inch and the minimum ambient temperature for mixing and laying temperatures shall be as follows:

Open Graded Friction Course	60°F
Asphalt Mixture (1-Inch Thick)	45°F
Asphalt Mixture (thicker than 1-inch)	40°F
Asphalt Mixture (Base and Binder)	35°F
Leveling and Wedging	45°F

- F. Trucks for hauling asphaltic mixtures shall have tight, clean, and smooth metal beds that have been sprayed with a minimum amount of soap emulsion, paraffin oil, or other approved material which is not detrimental to the mixture to prevent the mixture from adhering to the beds. All trucks shall be equipped with covers of sufficient size to completely cover the loaded material, and all covers shall be securely fastened in place before the truck leaves the plant. Truck beds shall be insulated, when necessary, to maintain the specified temperature to the point of delivery. Any truck causing excessive segregation of material by its spring suspension or other contributing factors, shall be discharged from the work, until such conditions are corrected.

- G. The CONTRACTOR shall have an accurate thermometer on the job at all times for verifying all temperature requirements and for taking temperature measurements whenever requested by the ENGINEER or OWNER. The CONTRACTOR shall closely control temperature and compaction requirements in order to achieve quality asphalt paving and related work.
- H. Asphalt paving which fails as the result of not meeting the requirements of these Specifications shall be removed and replaced as directed by the ENGINEER at the CONTRACTOR'S expense.
- I. Where manhole frames, valve boxes, drainage grates, etc., are located within the area to receive asphalt paving replacement, those facilities shall be adjusted to final pavement grade prior to the placement of the asphalt surface. Where the facilities to be adjusted are the property of the OWNER, the CONTRACTOR shall adjust the facilities with the cost included in the CONTRACTOR'S bid for asphalt replacement. Where the facilities to be adjusted are the property of other utility companies, i.e., gas, water, electric, telephone, the CONTRACTOR shall notify each utility company of the schedule for repaving of the particular area to allow those companies sufficient time to adjust their facilities prior to beginning the repaving process.
- J. Where pavement striping is destroyed or damaged, it shall be replaced per the requirements stated herein. The cost of all striping, unless stated otherwise in these specifications, shall be included in the price bid for pavement replacement.
- K. Damaged or destroyed traffic control loops shall be replaced per the requirements of the traffic control operator with the cost incorporated into the CONTRACTOR'S bid for pavement replacement.

3.02 PAVING OF NEW STREETS, ROADS AND PARKING AREAS

- A. The placement of asphalt paving for new streets, roads and parking areas shall meet the requirements of KTCSSRBC - Section 403.

3.03 FULL WIDTH PAVING OF EXISTING STREETS, ROADS AND PARKING AREAS

- A. Where the entire width of the existing asphalt paved street damaged by construction is to be resurfaced, the existing pavement shall be cleaned and tack coated, and asphalt paving shall be hot applied as previously described in Article 3.02 herein.
- B. The preparation of the base shall include removal of unstable material from the disturbed areas, removal of excess crushed rock from the trench to same level as the existing asphalt pavement and addition of compacted crushed rock (DGA) to the trench or where needed. No cutting of edges of existing paving will be required.
- C. The ENGINEER will determine if and where leveling courses are required before application of surface courses. The leveling course shall be hot applied and rolled similarly to the surface course.
- D. The surface course shall be 2 inches thick applied to the entire width of the street, unless otherwise directed by the ENGINEER. The surface course shall be feathered

out to a thickness of 1 inch at the front of existing gutters. The point where feathering shall begin and the amount of feathering shall be controlled by the ENGINEER. Where there are no gutters, feathering of edges will not be done unless otherwise directed by the ENGINEER in order to conform to existing features, such as driveways.

- E. Payment for the surface course shall be by the linear feet of full width pavement replaced.
- F. No extra payment will be allowed for tack coat, removal of unstable material, compacted dense graded aggregate (DGA) used to replace unstable material, removal of excess crushed rock from the trench to the grade of existing pavement, and cleaning of the surface.

3.04 TRENCH WIDTH REPAVING - CITY AND COUNTY STREETS, ROADS AND PARKING AREAS

- A. The cut edges of the existing paving surface shall be trimmed a depth of at least 2 inches to straight lines for uniform appearance and clean surface at joints. The area between the cut edges of the paving shall be removed to a depth of 2 inches (minimum) or to the bottom of the existing paving. All unstable material in the trench shall be removed and replaced with compacted dense graded aggregate and dense graded aggregate added as needed to bring the base surface to the bottom of existing paving or 2 inches below the existing surface, whichever is the lower. Dense graded aggregate required for stabilizing the subgrade will be paid for as an extra, but no extra payment will be allowed for removal of unstable back-fill.
- B. The paving subgrade shall be compacted under the wheel of a roller, until there is no observed settlement of the subgrade.
- C. The sides of existing pavement shall be covered with a tack coat and asphalt paving shall be hot applied as previously described. Final surface shall be finished to 1/4-inch above existing paving surface at edges and crowned to 1/2-inch above existing surface at the center.
- D. Payment for asphalt repaving shall be per linear foot of pipeline covered to any width the CONTRACTOR shall find necessary to remove plus width of cut back to secure clean straight edges, and shall include excavation to subgrade, preparation of subgrade, cleaning edges of existing paving, tack coat, and all operations and materials planned and specified for this type of repaving. The CONTRACTOR shall maintain such repaving up to grade of existing street surface until final completion and acceptance of work under his Contract. During the guarantee period of one year, the CONTRACTOR will be responsible for defective materials or workmanship, and natural settlement.
- E. In case additional asphalt paving is to be added due to settlement, the surface which has experienced settlement shall be cut out, additional dense graded aggregate added if necessary, tack coat applied to the existing sides of existing pavement, and the paving in the settled area(s) replaced. Additional payment will not be allowed for the repair work required.

END OF SECTION

SECTION 02510
CONCRETE PAVING

PART 1 GENERAL

1.01 SCOPE OF WORK

- A. Provide all labor, materials, equipment and services required to construct concrete sidewalks, and concrete curbs and gutters as shown on the Contract Drawings and as specified herein.

1.02 RELATED WORK

- A. Special sequence or schedule requirements (if any) are specified in Section 01010 - Summary of Work.
- B. Crushed stone bases, if required, are as specified in Section 02235.
- C. Concrete drainage structures are specified in Sections 03301 and 03400.
- D. Castings are specified in Section 05540.

1.03 SUBMITTALS

- A. Prebid submittals, if required, are specified in Section 00820 - Special Conditions.
- B. Shop drawings and other items needed to establish compliance with the Drawings and these Specifications shall be submitted to the ENGINEER.

PART 2 PRODUCTS

2.01 CONCRETE MATERIALS

- A. Concrete and related materials are specified in Section 03301.

PART 3 EXECUTION

3.01 CONCRETE ROADWAY PAVING

- A. Concrete surface paving shall meet the requirements of Section 501 of the Kentucky Transportation Cabinet, Department of Highways Standard Specifications for Road and Bridge Construction.
- B. Concrete base paving shall meet the requirements of Section 502 of the Kentucky Transportation Cabinet, Department of Highways Standard Specifications for Road and Bridge Construction.

3.02 CONCRETE CURBS AND GUTTERS

- A. Cast in place curbs and gutters and pre-cast curbs and gutters shall be as specified in Section 713 of the Kentucky Transportation Cabinet, Department of Highways Standard Specifications for Road and Bridge Construction.

557-18-04 (09/18)

- B. Concrete lip curbs and integral curbs shall be as specified in Section 714 of the Kentucky Transportation Cabinet, Department of Highways Standard Specifications for Road and Bridge Construction.

3.03 CONCRETE SIDEWALKS AND STEPS

A. New Construction

1. Concrete sidewalks and steps shall be dimensioned and reinforced as shown on the Drawings.
2. Sidewalks and steps shall be constructed on a prepared, compacted, smooth subgrade of uniform density formed by trenching or filling to the required elevation. Large boulders and ledge rock found in the subgrade shall be removed to a minimum depth of 6 inches below the subgrade elevation and the space shall be backfilled with suitable material which shall be thoroughly compacted by rolling or tamping. A 3-inch thick course of No. 9 coarse aggregate shall be placed on prepared subgrade prior to placing concrete walks. The CONTRACTOR shall furnish a template and shall check the finished subgrade prior to depositing concrete. The subgrade shall be moistened immediately prior to placement of concrete. Sidewalks may be placed by use of side forms or by use of an acceptable slip-form method.
3. All exposed edges and corners for sidewalks and steps shall be rounded to a 1/4-inch radius.
4. The surfaces of sidewalks shall be divided into rectangular areas by means of a jointer having a radius of 1/4-inch and forming a groove no less than 1 inch in depth for the full width of the walk, or the joints may be sawed if acceptable to the ENGINEER. The length of the rectangles formed shall not exceed the width of the sidewalk being constructed, unless otherwise directed.
5. The CONTRACTOR shall install 1/2-inch premolded expansion joints, specified in Section 03300, extending entirely through the sidewalk at intervals not to exceed 40 feet, unless the sidewalk is constructed integral with the curb, in which case the width of joints and spacing shall conform to that in the curb, or as otherwise directed. The edges of the sidewalk at all expansion joints shall be rounded with an acceptable edging tool to a 1/4-inch radius. One-half inch premolded expansion joint material shall be installed to the full depth of the sidewalk where the walk abuts any rigid structure or fixture such as curbs, columns, castings, buildings, light standard, etc.

B. Replacement Construction

1. Replacement construction shall be the same as required above for new construction except as hereinafter set forth.
2. Sidewalks shall be replaced to the same width, grade and thickness (3-1/2 inches minimum) as the original sidewalk, unless otherwise directed by the ENGINEER. In replacing concrete walks against edge of

557-18-04 (09/18)

existing walks, the existing edges shall be sawed to straight edges and thoroughly cleaned. The new and existing walks shall be separated by 1/2-inch premolded expansion joint material cemented to the existing walk.

3. Concrete curb and gutter shall be protected by the CONTRACTOR and shall not be removed except in the event of solid rock excavation and/or conflict with existing utilities. Grass strips between sidewalks and curbs shall be sodded in accordance with Section 02930 of these Specifications.
4. For unit price contracts, sidewalk replacement, including reinforcing and forms, will be paid for by the linear foot measured along the centerline of pipe so covered. The unit price bid shall include excavation to subgrade; preparation of subgrade; required base course, if any, as shown on the Drawings; expansion joints; marking and reseeding of grass strips when required; and replacing concrete to any width which the CONTRACTOR should find necessary to remove.
5. At the unit price bid for sidewalk replacement for unit price contracts, the CONTRACTOR will not be required to replace greater than 4 foot width, 4 inches thick. However, where a 4 foot or less width walk is cut longitudinally, the whole walk shall be replaced. If replacement over 4 foot width is required, the unit price per linear foot shall be increased, the increased width's proportion to 4 feet.

END OF SECTION

SECTION 02700

DRAIN PIPE

PART 1 GENERAL

1.01 SUMMARY

- A. All pipe and accessories supplied for use on this project shall be as specified herein.
- B. All pipe supplied for this Project shall be of the pipe material called for on the Drawings.

1.02 REFERENCES

- A. Where referenced specifications (ASTM, AWWA, etc.), are mentioned, these standards are deemed to be the minimum standard of quality of materials or methods to apply to this project.

1.03 SUBMITTALS

- A. Copies of the manufacturer's directions for handling and installing the particular pipe supplied and accepted by the ENGINEER shall be furnished to the ENGINEER at the first delivery of pipe to the project in numbers that will permit the ENGINEER to retain 3 copies.
- B. The manufacturer's instructions shall be strictly followed unless a conflict exists between the manufacturer's instructions and those contained herein. In such cases, the ENGINEER shall determine which methods are to be followed and no pipe shall be installed until the CONTRACTOR has received written instruction from the ENGINEER as to which procedure to follow.

1.04 QUALITY ASSURANCE

- A. Where pipe enters manholes, the pipe manufacturer shall certify that their pipe is compatible with the watertight, flexible seal to be used at manhole openings as specified in these Specifications, and that their combined use will produce a flexible watertight installation.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. All pipe, fittings and jointing materials shall be of one manufacturer unless different types are shown on the Drawings or otherwise accepted by the ENGINEER.

2.02 MATERIALS - DRAIN PIPE

A. Sewer Transition Joints

1. Where sewer pipes of different materials are to be joined, i.e., VC pipe to DI pipe, VC pipe to PVC pipe, or some other combination, an adapter made for this purpose shall be used. The adapter shall be made of polyurethane or polyvinyl chloride with stainless steel clamps and shall be equal to Can-Tex C-T Adapter, Can-Tex Industries, Cannelton, Indiana; or Fernco Adapter by Fernco Joint Sealer Company, Ferndale, Michigan.

B. Reinforced Concrete Drain Pipe

1. Pipe

- a. Reinforced concrete drain pipe shall comply with ASTM Designation C 76. Pipe shall conform to standard strength classification, Classes II, III, IV and V for wall "B" design per ASTM C 76. The coarse aggregate shall be crushed limestone only. The pipe shall be bell and spigot configuration.
- b. The basis for acceptance of the reinforced concrete pipe for use on this Project shall be as stated in ASTM C 76, paragraph 5.1.2.
- c. Pipe dimensions, wall thickness, variations of dimensions, finish, repairs, rejection and marking shall be per paragraphs 11 through 13 and tables 1 through 5 of ASTM C 76.

2. Fittings

- a. Tee branches shall be furnished with the connection or connections of the size or sizes specified, securely and completely fastened in the process of the manufacture to the barrel of the pipes. Tee branches shall have their axis perpendicular to the longitudinal axis of the pipe. All branches shall terminate in sockets and the barrel of the branch shall be of sufficient length to permit making a proper joint where connecting pipe is inserted in the branch socket.

3. Joints

- a. The material used for sealing the joints of reinforced concrete pipe shall be asphalt mastic compound meeting the requirements of Section 807.02.04 of the Kentucky Transportation Cabinet Department of Highways Specifications for Road and Bridge Construction. The sealing material shall be a smooth, uniform mixture of asphalt cement, solvent and mineral filler. The mineral filler shall consist essentially of cellulose fiber. The compound shall be applied by trowel or caulking gun without pulling or drawing and shall not sag or flow when applied to the surface.

557-18-04 (09/18)

- b. The compound shall be capable of withstanding freezing and shall not exhibit a tendency to separate or deteriorate while in storage. When cured, the compound shall set to a tough, plastic coating without shrinking, cracking or loosening from the surface.
- c. In addition, the material shall comply with the test conditions and requirements of the following table:

TABLE 1.01

	<u>Min.</u>	<u>Max.</u>
Grease Cone Penetration (ASTM D 217, Unworked, 150 gm, 77°F, 5 Sec.) 0.10mm	175	250
Weight per Gallons, Lbs.	9.75	-
Non-Volatile (10 gm, 221°F - 230°F, 24 hrs.), percent	75	-
Ash (by ignition), percent	25	45

- d. The CONTRACTOR shall submit sufficient copies of literature of the sealing material proposed for use for the ENGINEER'S review and acceptance to permit the ENGINEER to retain 3 copies.

PART 3 EXECUTION

3.01 TRENCH EXCAVATION - DRAIN PIPE

A. General

- 1. All excavation shall be open trenches, except where the Drawings call for tunneling, boring or jacking under structures, railroads, sidewalks, roads or highways.

B. Trees and Shrubs

- 1. Trenching shall include all clearing and grubbing, including all weeds, briars, trees and stumps encountered in the trenching, regardless of size. The CONTRACTOR shall dispose of any such material by burning, burial or hauling away or as noted on the Drawings, at no extra cost to the OWNER. Ornamental shrubs, hedges and small trees (3 inches in diameter or less) shall be removed, protected and replanted, at no extra cost to the OWNER.
- 2. Where pipelines run through wooded terrain, cutting of trees within limits of maximum permissible trench widths, as set forth in this article, will be permitted. However, cutting of additional trees on sides of trench to accommodate operating of trenching machine will not be permitted. The

CONTRACTOR shall obtain specific permission of the OWNER before cutting any tree larger than 4 inches in diameter.

C. Highways, Streets and Railroads

1. Trenching also includes such items as railroad, street, road, sidewalk, pipe, small creek crossings, cutting, moving or repairing damage to fences, poles or gates and other surface structures, regardless of whether shown on the Drawings.
2. The CONTRACTOR shall so coordinate his work as to produce a minimum of interference with normal traffic on highways and streets. He may, with the approval of the governing agency, close a street to traffic for such length of time considered necessary, provided persons occupying property abutting the street have an alternate route of access to the property which is suitable for their needs during the time of closure. It shall be the responsibility of the CONTRACTOR to give 24 hours advance notice to fire and police departments and to occupants of a street which will be closed, in a manner approved by the governing body.
3. Where located within city streets and/or roads, the opening of more than 200 feet of trench ahead of pipe laying and more than 100 feet of open ditch left behind pipe laying, before backfilling, will not be permitted, except upon written consent of the OWNER. Where located outside roadway or parking areas, longer distances for opening and closure may be allowed provided the longer distance does not affect the safety of the general public. No trench shall be left open or work stopped on same for a considerable length of time. In case of objectionable delay trench shall be refilled according to backfill specifications.
4. Construction equipment will not be approved for use where treads are injurious to paving encountered. Curbs, sidewalks, and other structures shall be protected by the CONTRACTOR from damage by his construction equipment.
5. In case of damage to any existing structures, repair and restoration shall be made at once and backfill shall not be replaced until this is done. In all cases, restoration and repair shall be such that the damaged structure will be in as good condition and serve its purpose as completely as before, and such restoration and repair shall be done without extra charge, except as set forth under the applicable provisions of the General Conditions.
6. Where trenching is cut through paving which does not crumble on the edges, trench edge shall be cut to at least 2 inches deep to straight and neat edges, before excavation is started, and care taken to preserve the edge to facilitate neat repaving.
7. The CONTRACTOR shall maintain road crossings in a passable condition for traffic until the final acceptance of the work, being paid only by unit price for crushed rock used, within limitations as hereinafter specified.

557-18-04 (09/18)

8. Railroad company and Department of Highways requirements in regard to trenching, tunneling, boring and jacking shall take precedence over the foregoing general specifications and the following tunneling and boring or jacking specifications, where they are involved. Where work is within railroad right-of-way, Railroad Protective Insurance shall be carried by the CONTRACTOR in the amounts required by the Railroad Company.
9. The insurance policy shall name the railroad as the insured and the original policy shall be delivered to the railroad after submitting same to the OWNER for review. The cost of flagmen required by the railroad and/or highway departments shall be paid by the CONTRACTOR.

D. Existing Utilities

1. The CONTRACTOR shall determine, as far as possible in advance, the location of all existing sewer, culvert, drain, water, electric, telephone conduits, gas pipes, and other subsurface structures and avoid disturbing same in opening his trenches. In case of sewer, water and gas services and other facilities easily damaged by machine trenching, same shall be uncovered without damage ahead of trenching machine and left intact or removed without permanent damage ahead of trenching and restored immediately after machine has passed, without extra cost to the OWNER. The CONTRACTOR shall protect such existing facilities, including power and telephone poles and guy wires, against danger or damage while pipeline is being constructed and backfilled, or from damage due to settlement of his backfill. It shall be the responsibility of the CONTRACTOR to inform the customers of utilities of disruption of any utility service as soon as it is known that it has been or will be cut off.
2. Where there is the possibility of damage to existing utility lines by trenching machine, the CONTRACTOR shall make hand search excavation ahead of machine trenching, to uncover same, at no extra cost to the OWNER. Hand trenching is required, at no extra payment, where undue damage would be caused to existing structures and utilities by machine trenching.
3. The work of uncovering and backfilling required for locating existing sewers, water lines and other existing facilities for connection of improvements or avoidance in location of proposed pipeline, where such uncovering and backfilling is not within trench for improvements, shall be paid for at a price per cubic yard for such excavation actually removed and backfilled under item for "Search or Extra Depth Trench Excavation." Such payment does not include uncovering existing utility lines for their protection during or after trenching operations for the proposed pipeline.

E. Pipelines in Same Trench

1. Pipelines, force mains, and sewers laid in same trench shall, in all cases, be bedded on original earth, crushed stone, or other specified bedding materials, regardless of divergence in their elevations, unless otherwise specified. They shall never be laid in unsupported backfill or one above

the other. The CONTRACTOR shall receive applicable unit prices for each pipeline, force main, and sewer so laid, the same as if laid in widely separated trenches.

F. Location of Proposed Pipelines

1. The location of pipelines and their appurtenances, as shown on the Drawings, are those intended for the final construction. However, conditions may present themselves before construction on any line is started that would indicate desirable changes in location. Also, development of property traversed may require location changes. In such cases, the OWNER reserves the right to make reasonable changes in line and structure locations without extra cost, except as may be determined by the application of the unit prices bid to the quantities actually involved. The OWNER is under no obligation to locate pipelines so they can be excavated by machine.

G. Construction Stake-out

1. The ENGINEER will provide geometric base data for the CONTRACTOR'S use in locating sewers and facilities in the design location. The locations for vertical control (benchmarks) are shown on the Drawings with elevation and description duly noted. Each manhole, pumping station wetwell, or other notable sewage system component shall have the coordinates shown at the individual location or listed with the General Notes of the Drawings. It shall be the CONTRACTOR'S responsibility to locate the new facilities in their intended position using survey grade GPS survey equipment. It should also be the CONTRACTOR'S responsibility to provide offset hubs at each manhole or such reference points as may be required to maintain the location of each new installation.
2. Where the CONTRACTOR elects to use grades (batter) boards for sewer construction, offset line and grade stakes shall be set and cut sheets prepared before trenching work is started. All stake-out work and cut sheet preparation shall be accomplished by the CONTRACTOR, the ENGINEER being responsible for review and checking the finished cut sheets. The CONTRACTOR shall provide all material, equipment, and labor for all stake-out work. Cut sheets, where required, shall be prepared on forms supplied by the ENGINEER (HKB Form RPR-4).
3. The cut sheets shall contain the following minimum information:
 - a. Manhole stations
 - b. Grade between manholes
 - c. Centerline and offset stations
 - d. Amount and direction of offset
 - e. Centerline elevation

557-18-04 (09/18)

- f. Centerline cut
 - g. Offset elevation
 - h. Offset cut
 - i. Average trench depth
 - j. Utilities information and depths and/or any other pertinent information.
4. Where the CONTRACTOR elects to use grade (batter) boards for sewer construction, offset hubs shall be set perpendicular to each 25 foot centerline station. Where laser beam equipment is to be used, the offset line shall be as required for the specific type of laser equipment used. In either case, the CONTRACTOR shall be required to maintain at least the offsets at manholes until the sewer main has been constructed. The CONTRACTOR shall also, in either case, be required to obtain the original ground elevation along centerline, at each 25 foot station, for the purpose of calculation of the average trench depth.
 5. Grades shown on the Drawings or as revised in the field are invert of pipe and NOT trench subgrade. The centerline cuts on the cut sheets shall have this calculation made, original ground surface to invert of sewer pipe, which is the depth which shall be used for calculation of the average depth of trench and backfill.

H. Trench Requirements

1. All trenches must be dug neatly to lines and grades as shown on the Drawings, as established in the field and/or as established on the cut sheets. Trenches shall be of sufficient width to properly assemble or bolt joints.
2. Trenching shall be completed between one grade control point and the next in advance of the laying of pipe, where pipes, culverts, or other structures may be encountered whose grade cannot reasonably be determined ahead of trenching. Should the CONTRACTOR lay pipe closer to the opening of trench ahead, he shall bear cost of any removal and relaying which may be required to avoid location conflict.
3. The extra cost of trenching in difficult locations, such as stream, railroad or highway crossing, if not covered by other Contract unit prices, shall be included in the unit price for furnishing, laying, trenching and backfilling.
4. Where grade (batter) boards are used to establish finish grade, they shall be set by the CONTRACTOR, with at least 3 boards set at all times where installation is in progress. These will be set each 25 feet or less and will be set perpendicular to and spanning the centerline of the trench, such that the grade string is in the vertical plane of the pipe flow line. Grade boards shall be supported by stakes driven firmly on each side of the

557-18-04 (09/18)

trench, unless otherwise acceptable to the ENGINEER. Where laser beam equipment is used, the setup shall be per the laser manufacturer's instructions and/or the permission of the ENGINEER.

5. Grades shown on the Drawings and/or profiles, cut sheets and offset stakes are the elevations of the invert of the pipe in all cases and excavation in open trench or tunnel must be made of sufficient depth to take care of required bedding of pipe and bells below these lines.
6. No additional compensation will be allowed for the extra depth trenching so required below invert.
7. Where bottoms of trench for 6-inch through 16-inch size pipe are in or on solid rock or where concrete cradle or arch is to be used, trenches or tunnels shall be dug to a depth of at least 6 inches below bottom of barrel of pipe. Where in earth, they shall be dug to at least 4 inches below bottoms of pipe barrels and bells.
8. In pipe sizes 18-inch through 72-inch, the trench shall be dug to a depth of 1/4 of the outside diameter of the pipe below the bottom of the pipe barrel in earth or solid rock subgrade, with a maximum of 9 inches, and a minimum of 6 inches. This requirement shall also apply where concrete arch or cradle is used to protect the pipe.
9. When trench or tunnel is dug below required grade, the pipe must be brought to grade by filling with crushed rock for pipe bedding as specified in this Section 02700 of these Specifications, at the CONTRACTOR'S expense. Fill for pipe support shall not be made with material excavated from trench.

I. Excavation Unclassified

1. Excavation for pipelines shall be unclassified and the cost of all excavation of whatever nature and state, including solid rock, shall be included in the CONTRACTOR'S unit price bid for furnishing, trenching, laying and backfilling the pipe.
2. Excavation for structures such as manholes, pump stations, and vaults is likewise unclassified and the cost of all excavation of whatever nature and state, including solid rock, shall be included in the CONTRACTOR'S lump sum or unit price bid, as the case may be.
3. Solid rock is defined as materials of one-third cubic yard or more in one location (in a native state or concrete) that rings under the hammer which cannot be removed economically without the use of explosives. Paving removal is excluded; also shale rock.
4. In the event the ENGINEER finds it necessary to specifically order mechanical removal of solid rock, it will be measured by the cubic yard for such materials actually removed limited in depth to required depths

557-18-04 (09/18)

of bedding below outside of pipe barrel and in width to the following dimensions:

TABLE 3.01

For 6" Pipe 2'-6"	For 15" Pipe 2'-10"	For 27" Pipe 4'-0"
For 8" Pipe 2'-9"	For 16" Pipe 2'-11"	For 30" Pipe 4'-4"
For 10" Pipe 2'-9"	For 18" Pipe 3'-2"	For 33" Pipe 4'-7"
For 12" Pipe 2'-9"	For 20" Pipe 3'-5"	For 36" Pipe 5'-6"
For 14" Pipe 2'-9"	For 21" Pipe 3'-6"	For 42" Pipe 6'-0"
	For 24" Pipe 3'-8"	For 48" Pipe 6'-6"
		For 54" Pipe 7'-0"

5. Mechanical removal of solid rock is defined as solid rock in its native state which is ordered to be fractured and broken up for removal by hand tools and/or hand held power or pneumatic tools to provide protection of utilities, structures, etc. which might otherwise be subject to damage by conventional drilling and shooting or heavy excavating equipment.
6. Payment for mechanical removal will not be authorized for solid rock excavation which is accomplished by drilling and shooting or by crawler or wheel mounted excavators, trenching machine, and similar equipment.

J. Dewatering of Trenches

1. Dewatering of trenches shall be considered a part of trenching, at no extra cost to the OWNER. Dewatering of trenches shall include ground-water and storm or sanitary sewage. Suitable pumping and other dewatering equipment is to be provided by the CONTRACTOR, to insure the installation of the pipeline structure in a dewatered trench and under the proper conditions. Dewatering shall include all practical means available for prevention of surface runoff into trenches and scouring against newly laid pipe.
2. Piles of excavated materials shall be trenched or temporarily piped to prevent, as far as practical, blockage of drainage ditches and gutters, and water carriage of excavated materials over street and highway surfaces.
3. Where subgrade of trench has insufficient stability to support the pipeline and hold it to its original grade, the ENGINEER may order stabilization by various means. Exclusive of dewatering normally required for construction and instability caused by neglect of the CONTRACTOR, it

557-18-04 (09/18)

shall be paid for at unit prices set up in the Contract, such as extra excavation, crushed rock for pipe bedding, concrete cradle or piling.

3.02 LAYING DRAIN PIPE

A. General

1. All general requirements hereinbefore stated pertaining to the installation of sewer pipe Article 3.02 of this Section 02700 shall also apply to the installation of drain pipe and storm sewers. Exceptions to these general requirements are as follows:
 - a. Article 3.02.A.7, pertaining to branch pipes and laterals.
 - b. Article 3.02.A.8, pertaining to connection of pipe to manholes or structures - the fabricated boot for connection of sewer pipe to manholes will not be required for connection of drain pipe to manholes or other drainage structures.

B. Reinforced Concrete Drain Pipe

1. Installation of reinforced concrete drain pipe shall be per the previously stated instructions for installation of large diameter ductile iron or PVC sewer pipe, except that joints shall be sealed with mastic joint compound. Where reinforced concrete drain pipe is to be installed in an embankment area with "negative projection" trench condition, class of pipe, bedding and reinforcement shall be as shown on the Drawings.
2. Prior to applying the mastic joint compound, the complete surfaces of the bell and spigot shall be cleaned and primed with a primer recommended by the manufacturer of the mastic joint compound or with an approved emulsified asphalt. The mastic material shall then be applied to the bottom half of the bell and top half of the spigot ends of the pipes to be joined in such volume that when the joints are pulled tight, the joint compound will be extruded from the joint on both the inside and outside of the pipe. The excess material shall then be wiped or scraped away to provide a smooth, flush joint.

3.03 TRENCH BACKFILL - DRAIN PIPE

A. General

1. Excavated materials from trenches and tunnels, in excess of quantity required for trench backfill, shall be disposed of by the CONTRACTOR. It shall be the responsibility of the CONTRACTOR to obtain location or permits for its disposal. Unit prices for furnishing and laying pipe, which includes trench excavation, tunneling, and backfill, shall include the cost of disposition of excess excavated materials, as set forth herein, with no additional compensation being allowed for hauling.
2. No extra charge shall be made for backfilling of any kind, except as herein specified. Backfilling shall be included as a part of the price for

557-18-04 (09/18)

furnishing, laying, trenching, and backfilling. No extra charge shall be made for supplying outside materials for backfill except where fills above existing ground are necessary and payment is designated on the Drawings or in the Specifications. If backfilling of the trench or surface restoration is not properly completed, a proportionate part of the unit price for furnishing, laying, trenching, and backfilling shall be retained from payment estimates.

3. Railroad company and Department of Highways requirements in regard to backfilling will take precedence over the above general Specifications where they are involved.
4. Mechanical tamping, where required by the ENGINEER in locations other than those specifically designated herein, shall be paid for per unit price bid for mechanical tamping.
5. Before completion of the Contract, all backfills shall be reshaped, holes filled, surplus materials hauled away, all permanent walks, street, driveways, highway paving replaced, and all sodding, seeding, and planting work performed.

B. Haunching

1. Upon completion of bedding and laying the sewer or drain pipe, the CONTRACTOR shall place crushed rock, Kentucky Department of Highways Size 9 dependent on size of pipe, or the same material used for pipe bedding on both sides simultaneously to the top of the pipe. This material shall be hand placed using shovel or other satisfactory tool to work the haunching material completely under the bottom quadrant and around the sides of the pipe to assure the maintenance of alignment of the pipe. No compaction of this material is required other than that obtained by the workmen walking on the material during placement.
2. The haunching material is required for all sewer or drain pipe installed in open trenches except where concrete pipe arch is required, in which case the haunching material is required to the bottom of the arch. Where concrete cradle is required, the haunching material shall be placed from top of cradle to top of pipe.
3. The cost of furnishing and placement of the haunching material shall be included in the CONTRACTOR'S bid for furnishing and laying the pipe.

C. Initial Backfill

1. Upon completion of the haunching material to the top of the pipe, initial backfill shall be placed as hereby specified. This material shall serve as protection for the top of pipe reducing the possibility of damage to the pipe during the placement of backfill for the remainder of the trench depth.

557-18-04 (09/18)

2. When sewer or drain pipe is located outside traffic areas, the initial backfill material shall be crushed rock (Kentucky Department of Highways No. 9) placed above the pipe to the level hereinafter stated.
3. When the sewer or drain pipe is located within traffic areas, the initial backfill shall be crushed rock, or the material used for bedding and haunching the pipe, of the same gradation of the pipe bedding material. Other alternate materials may be used only with the specific written permission of the ENGINEER when the work is located inside traffic areas.
4. In the case of steel, cast iron, ductile iron pipe the initial backfill shall be hand placed to a point 6 inches above the barrel of the pipe. In case of plastic pipe, the initial backfill shall be hand placed and evenly spread to a point 12 inches above the pipe barrel for up to 4 feet cover, to a point 18 inches above the barrel for 4 feet to 10 feet cover, and 24 inches for over 10 feet cover.
5. The initial backfill material is required over sewer and drain pipe in all open trenches. The cost of the initial backfill material and placement of same shall be included in the CONTRACTOR'S bid for furnishing, laying, trenching and backfilling.

D. Final Backfill

1. Outside Traffic Areas
 - a. After the above specified initial backfill is hand placed, rock may be used in machine placed backfill in pieces no larger than 8 inches in any dimension and to an extent not greater than one-half the volume of the backfill materials required to backfill trench. Larger rock fill will be allowed in wide trenches where side slopes are low enough to prevent rock from dropping over pipeline. If additional earth is required, it must be obtained and placed by the CONTRACTOR. Filling with rock and earth shall proceed simultaneously, in order that all voids or pockets, created by rock backfill, may be filled with earth. Machine backfilling may be employed with tamping, except as hereinafter restricted, provided caution is used in quantity per dump and in uniformity of level of backfilling. Backfill material must be uniformly ridged over trench, and excess hauled away, with no excavated rock over 1/2-inch diameter or pockets of crushed rock or gravel in top 12 inches of backfill, the top 12 inches reserved for topsoil or material more suited to sustain surface growth. Ridged backfill shall be confined to the width of the trench and not allowed to overlap onto firm original earth, and its height shall not be in excess of that required to provide for settlement of backfill.
2. Inside Traffic Areas
 - a. Where sewer and drain pipe is located in street, highway, railroad, sidewalk and driveway crossings or within any roadway paving, or

about manholes, valve and meter boxes located in such paving, fill trench to within 6 inches of the surface with Kentucky Department of Highways No. 9 crushed stone, or other gradation acceptable to the ENGINEER. In order to accommodate compacted temporary surfacing it may be necessary to bulkhead or otherwise confine the stone fill at the open end of the trench.

E. Cleanup and Temporary Surfacing

1. General

- a. Immediately following the placement of final backfill, all rock and debris, including crushed rock or gravel from construction operations, shall be removed from yards and fields. Streets, drives and walks shall be broomed to remove all earth and loose rock. The cleaning of streets, drives, and walks shall be of such extent to hold dust to a minimum. Loose earth and rock shall in no case be swept or washed into storm sewers or drains as a method of removal, all such material being loaded and hauled away from the site.
- b. If acceptable cleanup operations are not completed within an acceptable period of time after the completion of final backfilling, a proportionate part of the price bid for trenching and backfilling shall be retained from partial payment estimates until acceptable cleanup is completed.

2. Temporary Surface Cover - Unpaved Areas

- a. Upon completion of acceptable cleanup work, the ground surface shall be prepared for temporary seed, permanent seed or sod per the requirements of Section 02930 of these Specifications.

3. Temporary Surface Replacement - Paved Areas

- a. Temporary surfacing of street, highway, railroad, sidewalk and driveway crossings, or within any roadway paving, or about manholes, valve and meter boxes located in such paving, shall consist of 6 inches compacted dense graded aggregate as specified under Section 02235 for temporary walkway or road surfacing, placed and compacted in the trench. Compaction shall be accomplished by methods which shall be sufficient to confine stone to the trench under normal traffic. Backfills shall be maintained easily passable to traffic at original paving level until acceptance of project or replacement of paving or sidewalks. The amount of crushed stone placed shall be paid for at the unit price per ton as shown in Section 02700 herein, titled "BASIS OF PAYMENT." No payment will be made for crushed rock surfacing required as a result of unnecessarily wide trenches, omission of sheeting and shoring, or damage by the CONTRACTOR'S equipment, or for maintenance of surface level.

557-18-04 (09/18)

- b. After the initial placement of the 6-inch depth of temporary surfacing, the CONTRACTOR shall be required to maintain the temporary surfacing to street or road surface level at no additional cost to the OWNER. This requirement shall continue until the replacement of permanent surfacing.

3.04 FIELD QUALITY CONTROL - TESTING SEWERS FOR LEAKS, INFILTRATION, AND DEFLECTION

A. Sewers

1. General

- a. All sewers constructed under this Contract shall be tested for leaks and infiltration using methods as hereinafter specified.
- b. The cost of all testing of sewer lines and manholes shall be included in the unit price bid for pipe and manholes. The CONTRACTOR shall furnish all materials, equipment and labor required for all types of tests, the ENGINEER being responsible only for directions, recording data and calculating air losses and/or infiltration rates.

2. Sequence

a. Initial Testing

- (1) The first manhole to manhole section of sewer laid under this Contract, for each size of pipe and type of joint, shall be given a smoke test prior to the sewer being backfilled and while the sewer trench is dewatered to bottom of the pipe being tested.
- (2) Should, based on the results of the test of the first section of pipe laid, the materials being used and the CONTRACTOR'S installation procedures prove to be satisfactory, subsequent smoke testing may, at the discretion of the ENGINEER, be waived. Should, however, based on the results of the test of the first section of pipe laid, the material being used and/or the CONTRACTOR'S installation procedures prove to be unsatisfactory, subsequent smoke testing shall, at the discretion of the ENGINEER, be continued until such time that, in the opinion of the ENGINEER, problems with materials and/or installation procedures have been corrected.
- (3) Such subsequent testing shall likewise be done while trenches are dewatered to bottom of pipe to be tested and immediately after completion of either the public sewer lines or laterals, in not more than 2 sections between manholes at a time. All defective work, as so proven by the

smoke test, shall be immediately repaired and retested until proven to be satisfactory.

- (4) Observation of pipe laying and smoke testing shall in no way relieve the CONTRACTOR of the responsibility of conducting the required low pressure air test, infiltration tests, or correcting poor workmanship.

b. Subsequent Testing

- (1) As soon as it is practicable after installing and backfilling sewers, and before putting new sewers into service, low pressure air tests shall be made from manhole to manhole, or up to a maximum of 500 feet of sewer main and 500 feet of sewer laterals at a time, as directed by the ENGINEER. The maximum allowance for air loss during testing shall be determined by tables of minimum holding time for a pressure drop of 1.0 psi and are based on an average loss of 0.0015 cubic feet of air per minute per square foot of internal pipe surface, when tested at an average pressure of 3.0 psi greater than the average back pressure of any groundwater present.
- (2) Upon completion of installation and backfilling of all sewers constructed under this Contract, the low pressure air test is required for all sewers so constructed.

c. Additional Testing

- (1) Upon completion of the required initial (smoke) testing and required subsequent (low pressure air) testing, and prior to placing the sewer into operation, if ground and/or surface water flow is observed in the completed sewer, the ENGINEER may order infiltration tests be accomplished to determine whether the flow is within acceptable and allowable limits. This additional testing may be required even though the results of the initial smoke testing and subsequent low pressure air testing indicate the sewers are substantially watertight. The infiltration tests shall be conducted, on order of the ENGINEER, as hereinafter specified.

3. Equipment

a. Smoke Testing

- (1) The smoke testing blower shall have a capacity of at least 1,200 cfm.
- (2) The smoke bombs shall produce a chemical reaction generated, white to gray smoke, leaving no residue, and be

nontoxic and nonexplosive. Each bomb shall be capable of producing 25,000 cubic feet of smoke per 3 minutes.

b. Low Pressure Air Testing

- (1) The air test equipment used shall meet the following minimum requirements:
 - (a) Pneumatic plugs shall have a sealing length equal to or greater than the diameter of the pipe to be inspected.
 - (b) Pneumatic plugs shall resist internal test pressures without requiring internal bracing or blocking.
 - (c) All air used shall pass through a single control panel.
 - (d) Three individual hoses shall be used for the following connections:
 - (i) From control panel to pneumatic plugs for inflation.
 - (ii) From control panel to sealed line for introducing the low pressure air.
 - (iii) From sealed line to control panel for continually monitoring the air pressure rise in the sealed line.

4. Procedures

a. Safety Precautions

- (1) The air test may be dangerous if a line is improperly prepared. It is extremely important that the various plugs be installed and braced in such a way as to prevent blowouts. Inasmuch as a force of 25 lbs is exerted on an 8-inch plug by expulsion of a poorly installed plug or of a plug that is partially deflated before the pipe pressure is released can be dangerous.
- (2) As a safety precaution, pressurizing equipment shall include a regulator set at 10 psi to avoid overpressurizing and damaging an otherwise acceptable line. No one shall be allowed in the manholes during testing.

b. Low Pressure Air Test

- (1) All pneumatic plugs shall be seal tested before being used in the actual test installation. One length of pipe shall be laid on the ground and sealed at both ends with the

pneumatic plugs to be checked. Air shall be introduced into the plugs to 25 psig. The sealed pipe shall be pressurized to 5 psig. The plugs shall hold against this pressure without bracing and without movement of the plugs out of the pipe.

- (2) Clean pipe to be tested by propelling snug fitting inflated rubber ball through the pipe with water.
- (3) Plug all pipe outlets with suitable test plugs. Brace each plug securely.
- (4) If the pipe to be tested is submerged in groundwater, insert a pipe probe by boring or jetting into the backfill material adjacent to the center of the pipe, and determine the pressure in the probe when the air passes slowly through it. This is the backpressure due to groundwater submergence over the end of the probe. All gauge pressures in the test shall be increased by this amount.
- (5) Add air slowly to the portion of the pipe installation under test until the internal air pressure is raised to 4.0 psig.
- (6) After an internal pressure of 4.0 psig is obtained, allow at least 2 minutes for air temperature to stabilize, adding only the amount of air required to maintain pressure.
- (7) When pressure decreases to 3.5 psig, start stopwatch. Determine the time required for the internal air pressure to reach 2.5 psig. Minimum permissible pressure holding times for runs of single pipe diameter and for systems of 4-inch, 6-inch, or 8-inch laterals in combination with trunklines are indicated in the following table based on air loss calculations per ASTM F-1417.

Pipe Diameter, in.	Minimum Time, min:s	Length for Minimum Time, ft	Time for Longer Length, s	Specification Time for Length (L) shown, min:s								
				100 ft	150 ft	200 ft	250 ft	300 ft	350 ft	400 ft	450 ft	
4	3:46	597	0.380 L	3:46	3:46	3:46	3:46	3:46	3:46	3:46	3:46	3:46
6	5:40	398	0.854 L	5:40	5:40	5:40	5:40	5:40	5:40	5:40	5:42	7:24
8	7:34	298	1.520 L	7:34	7:34	7:34	7:34	7:36	8:42	10:08	11:24	
10	9:26	239	2.374 L	9:26	9:26	9:26	9:53	11:52	13:51	15:49	17:48	
12	11:20	199	3.418 L	11:20	11:20	11:24	14:15	17:05	19:56	22:47	25:36	
15	14:10	159	5.342 L	14:10	14:10	17:48	22:15	26:42	31:09	35:36	40:04	
18	17:00	133	7.692 L	17:00	19:13	35:38	32:03	38:27	44:52	51:16	57:41	
21	19:50	114	10.470 L	19:50	26:10	34:54	43:37	52:21	61:00	69:48	78:31	
24	22:40	99	13.674 L	22:47	34:11	45:34	56:58	68:22	79:46	91:10	102:33	
27	35:30	88	17.306 L	28:51	43:16	57:41	72:07	81:32	100:57	115:22	129:48	
30	28:20	80	21.366 L	35:37	53:25	71:13	89:02	106:50	134:38	142:26	160:15	
33	31:10	72	25.852 L	43:05	64:38	86:10	107:43	129:16	150:43	172:21	193:53	
36	34:00	66	30.768 L	51:17	76:55	102:34	128:12	153:50	179:29	205:07	230:46	

c. Infiltration Test

- (1) Before putting new sewer lines into service, weir test shall be made of flow of water in the sewers from manhole to manhole or up to a maximum of 3,000 foot sections at a time, as directed by the ENGINEER. These tests shall be made when, in the ENGINEER'S judgment, groundwater level is equal to the highest groundwater condition in a normal year.
- (2) The maximum allowance for all sewer pipe materials shall be 100 gallons per 24 hours per inch diameter per mile of sewer pipe and manholes.

d. Deflection Test

- (1) A deflection test shall be performed on all flexible sewer pipe. The test shall be conducted after the final backfill has been in place at least 30 days. No pipe shall exceed a deflection of 5 percent. If the deflection test is to be run using a rigid ball or mandrel, it shall have a diameter equal to 95 percent of the inside diameter of the pipe. The test shall be performed without mechanical pulling devices. Pipe deflection shall be measured and recorded by the CONTRACTOR in the presence of the ENGINEER using appropriate methods approved by the pipe manufacturer and acceptable to the ENGINEER.

5. Repairs and Acceptance

- a. If the sewer fails to meet the requirements of the leakage and/or infiltration tests, the CONTRACTOR shall, at his own expense, determine the source of leakage and/or infiltration and make the necessary repairs or replacements.
- b. If any sewer fails to meet the requirements of the deflection test, the CONTRACTOR shall, at his own expense, replace all failed pipe as necessary to comply with the deflection requirements. All replacement pipe shall also be tested for deflection.
- c. On completion of sewer lines, all sewers and manholes will be inspected for foreign matter, including sand brought in by infiltration, and any such matter shall be removed before final acceptance of the lines. Any visible leakage at manholes or into lines shall be corrected regardless of the results of the required tests.

557-18-04 (09/18)

B. Drains and Storm Sewers

1. It is not the intent herein that drains and storm sewers shall be constructed watertight. If, however, groundwater flows are observed in the pipeline in fairly large quantities, the ENGINEER may require infiltration tests, as herein specified, to be completed in order to determine the amount of groundwater entering the completed pipeline. Should leakage result in a volume flow exceeding 500 gallons per inch diameter per mile of pipe per 24 hours, the CONTRACTOR shall be required to locate and repair leaks occurring in the system.
2. Culverts and cross drains shall be inspected visually for groundwater leakage.

3.05 BASIS OF PAYMENT

A. Excavation and Backfilling

1. Trenching and Backfilling
 - a. Unit Price Contracts
 - (1) On unit price Contracts, payment for trenching and backfilling shall be included in the price bid for furnishing, laying, trenching and backfilling sewer and/or drain pipe.
 - (2) Where sewer lines and/or drain pipes are installed in bores or tunnels, no payment will be made for separate trench and backfill unit price items for the length of pipe installed in the tunnel or bore.
 - (3) Where pipe is installed on piers no payment will be made for separate trench and backfill unit price items for the length of pipe exposed and supported by piers.
 - b. Lump Sum Contracts
 - (1) The CONTRACTOR'S lump sum bid shall include all costs for trenching and backfilling.
2. Solid Rock Excavation
 - a. Unclassified Excavation
 - (1) Excavation shall be unclassified and the cost of all excavation of whatever nature and state, including solid rock, shall be included in the CONTRACTOR'S unit price bid for each item of construction requiring excavation.

3. Search and Extra Depth Trench Excavation
 - a. "Search" trench excavation shall be the actual measured excavation within limits as acceptable to the ENGINEER.
 - b. "Extra Depth" trench excavation shall be the calculated yardage below the lowest point of excavation which would normally have been required for construction.
 - c. Trench width limitations for either condition shall be as listed in the following table:

For 6" Pipe 2'-6"	For 15" Pipe 2'-10"	For 27" Pipe 4'-0"
For 8" Pipe 2'-9"	For 16" Pipe 2'-11"	For 30" Pipe 4'-4"
For 10" Pipe 2'-9"	For 18" Pipe 3'-2"	For 33" Pipe 4'-9"
For 12" Pipe 2'-9"	For 20" Pipe 3'-5"	For 36" Pipe 5'-6"
For 14" Pipe 2'-9"	For 21" Pipe 3'-6"	For 42" Pipe 6'-0"
	For 24" Pipe 3'-8"	For 48" Pipe 6'-6"
		For 54" Pipe 7'-0"
 - d. Payment shall be by the cubic yard removed, including backfilling.
4. Mechanical Tamping
 - a. Mechanical tamping is defined as backfill placed and compacted by power driven mechanical equipment to a greater density than can be achieved by natural settlement or hand tamping methods. Mechanical tamping will be required when ordered by the ENGINEER with payment by the cubic yard so compacted. Measurement, but not actual extent of the mechanical tamping, shall be limited by the numerical maximum allowable trench width (for each size pipe) as shown in the table listed under "Search and Extra Depth Trench." Payment for mechanical tamping shall not include the specified haunching or initial backfill required above and below the top of pipe.
5. Crushed Rock Trench Backfill
 - a. When crushed rock trench backfill is listed as a pay item on the Form of Proposal, payment for the crushed stone or accepted granular material will be made by the ton so placed limited to the following calculation:

557-18-04 (09/18)

(1) Maximum trench widths as shown in the following table:

For 6" Pipe 2'-6"	For 15" Pipe 2'-10"	For 27" Pipe 4'-0"
For 8" Pipe 2'-9"	For 16" Pipe 2'-11"	For 30" Pipe 4'-4"
For 10" Pipe 2'-9"	For 18" Pipe 3'-2"	For 33" Pipe 4'-9"
For 12" Pipe 2'-9"	For 20" Pipe 3'-5"	For 36" Pipe 5'-6"
For 14" Pipe 2'-9"	For 21" Pipe 3'-6"	For 42" Pipe 6'-0"
	For 24" Pipe 3'-8"	For 48" Pipe 6'-6"
		For 54" Pipe 7'-0"

- (2) Additional backfill, excluding depth of cover less the previously specified initial backfill and less the top 6 inches of trench.
- (3) Weight of crushed stone or approved granular material not to exceed 100 lbs/cu ft.
- (4) Length limited to 1 foot beyond edge of traffic area.
- b. When crushed rock trench backfill is NOT listed as a pay item on the Form of Proposal, the cost of same shall be incorporated in the CONTRACTOR'S bid for trenching and backfilling.

B. Tunneling, Boring or Jacking

1. Permanent Tunnels

- a. The payment for permanent tunnels shall be the length measured along its centerline from the entrance face on one side to the exit face on the other side. Payment per linear foot for each size tunnel shall include excavation, tunnel liner, pressure grouting, tunnel subgrade, closure plates and backfilling, complete.

2. Temporary Tunnels

- a. Payment for temporary tunnels shall be made per linear foot based on the measured distance along the centerline of tunnel from the inlet face on one side to the outlet face on the other. Payment shall include all excavation, backfilling and all sheeting and shoring of tunnel, regardless of whether removed.

3. Boring or Jacking

- a. In unit price Contracts, usable holes either bored or jacked shall be paid for per linear foot of hole actually bored or jacked, according

to the diameter of the hole required, measured along the centerline from the point of entrance on one side to the point of exit on the other side. When cover pipe is installed inside the bore, boring or jacking and cover pipe shall be paid per linear foot based on the length of the cover pipe installed, according to the diameter of the cover pipe required.

C. Trench and Pipe Stabilization

1. Extra Excavation
 - a. Extra excavation required for trench or pipe stabilization shall be paid by the cubic yard so excavated under the item "Search and/or Extra Depth Trench Excavation" based on the limitations for that item.
2. Crushed Stone for Trench Stabilization
 - a. Crushed stone ordered by the ENGINEER for trench stabilization shall be paid by the ton so placed.
3. Crushed Stone for Pipe Bedding
 - a. Additional crushed stone bedding ordered by the ENGINEER for pipe stabilization shall be paid by the ton so placed.
4. Plain or Reinforced Concrete Arch
 - a. Plain or reinforced concrete arch called for on the Drawings and/or ordered by the ENGINEER shall be paid for by the linear foot of pipeline upon which it is placed. The Form of Proposal will indicate which method is to be used.
5. Plain or Reinforced Concrete Cradle
 - a. Plain or reinforced concrete cradle called for on the Drawings and/or ordered by the ENGINEER shall be paid for by the linear foot so placed.

D. Sewer and Drain Pipe and Accessories

1. Unit Price Contracts
 - a. Sewer and Drain Pipe
 - (1) Except where otherwise specified hereinafter, sewer and drain pipe laid shall include furnishing, laying, trenching and backfilling (all depths), and shall be paid for by the linear foot of sewer or drain line measured from center to center of manholes, transition in type of pipe, or junction fittings to ends of pipe. In case of transition of type of pipe at manhole, transition in pay will be at center of manhole.

557-18-04 (09/18)

- (2) Where sewer lines and/or drain pipes are installed in bores or tunnels, pipe shall be paid for by the linear foot of sewer and/or drain pipe furnished and installed, in permanent tunnel, tunnel liner, temporary tunnel, boring or jacking, and/or cover pipe.
- (3) Sewer lines and/or drain pipes installed on piers shall be paid for by the linear foot of sewer and drain pipe furnished and installed on piers.
- (4) In case of drainage structures other than manholes, measurement of pipe will end at the inside wall of the structure.

b. Sewer Laterals

- (1) Payment for sewer laterals, including furnishing, laying, trenching, and backfilling (all depths), shall be per linear foot measured from the branch fitting to end of pipe and shall include the cost of furnishing, laying, and plugging the end of the lateral and the required detectable mylar tape.
- (2) Laterals consisting of fittings only and in the case of connecting to existing sewers with not more than 6 feet of pipe, no furnishing, laying, trenching, and backfilling payment for sewer pipe will be included.

c. Sewer Branch Fittings

- (1) Wye or tee branches for sewer laterals will be paid per each unit installed.

d. Concrete Encasement of Wye or Tee Branches

- (1) At locations where a vertical stack is to be installed on the sewer lateral, the wye or tee branch shall be encased in concrete with payment for same made for each branch encased.

2. Lump Sum Contracts

- a. All work shall be included in the CONTRACTOR'S lump sum bid.

E. Temporary Surface Replacement

1. The amount of crushed stone placed shall be paid for at the unit price per ton up to the maximum limits of 225 pounds per linear foot of trench over which it is placed for pipe sizes through 16 inches, 300 pounds per linear foot for pipe sizes 18 through 24 inches and 400 pounds per linear foot for sizes 27 inches through 48 inches. The ENGINEER shall have control of thickness and width to be placed and paid for, and may order changes in depth and width as conditions dictate. No payment will be made for crushed rock surfacing required as a result of unnecessarily

557-18-04 (09/18)

wide trenches, omission of sheeting and shoring, or damage by the CONTRACTOR'S equipment, or for maintenance of surface level.

END OF SECTION

02700-24

SECTION 02930
SODDING AND SEEDING

PART 1 GENERAL

1.01 SCOPE OF WORK

- A. Provide all labor, materials, equipment and services required to perform sodding and seeding as shown on the Contract Drawings and as specified herein.
- B. All areas disturbed by construction operations shall receive a protective cover of vegetation. The work shall consist of preparing the area for treatment, furnishing and placing soil amendments, fertilizer, sod, seed, inoculants, mulch and plantings as specified in the designated areas.

1.02 RELATED WORK

- A. Special requirements for materials and equipment are given in Sections 00700 (00710) and 01600.
- B. Special sequence or schedule requirements (if any) are specified in Section 01010 - Summary of Work.

1.03 QUALIFICATIONS

- A. The work shall be done by a provider who is experienced, reputable, and qualified in the tasks required.

1.04 SUBMITTALS

- A. Shop Drawings and other items needed to establish compliance with the Drawings and these Specifications shall be submitted to the ENGINEER.
- B. Where fertilizer is furnished from bulk storage, the CONTRACTOR shall furnish a supplier's certification of analysis and weight. When required by the Contract, a representative sample of the fertilizer shall be furnished the OWNER for chemical analysis.

1.05 WARRANTY

- A. Refer to Division 0 and 1 for warranty requirements.

PART 2 PRODUCTS

2.01 SOD

- A. The sod to be used shall be Kentucky Bluegrass comparatively free from weeds or heavy root structure, cut in strips of 10 inches to 12 inches wide, 18 inches to 24 inches long, with a thickness of 1-1/2 inches to 2 inches.

557-18-04 (09/18)

2.02 SEED

- A. All seed shall conform to the current rules and regulations of the state where it is being used and from the latest crop available. It shall meet or exceed the standards for purity and germination listed herein.
- B. Seed shall be labeled in accordance with the state laws and the U.S. Department of Agriculture Rules and Regulations under the Federal Seed Act in effect on the date of invitations for bids. Bag tag figures will be evidence of purity and germination. No seed will be accepted with a date of test of more than 9 months prior to the date of delivery to the site.
- C. The seed for use on this project shall be of the type as listed below with the listed germination and purity qualifications.

<u>Species</u>	<u>% Purity</u>	<u>% Germination</u>
Tall fescue (KY-31) (<u>Festuca arundinacea</u>)	98.5	80
Ryegrass (<u>Lolium multiflorum</u>)	98.0	90
Oats (<u>Avena sativa</u>)	98.0	90
Rye, grain (<u>Secale cereale</u>)	97.0	85
Redtop (<u>Agrostis alba</u>)	90.0	80
Ky. Bluegrass (<u>Poa pratensis</u>)	81.0	70

2.03 FERTILIZER

- A. Unless otherwise specified the fertilizer shall be a commercial grade fertilizer or as specified herein. The fertilizer shall meet the standard for grade and quality specified by state law.

2.04 INOCULANTS

- A. The inoculant for treating legume seeds shall be a pure culture of nitrogen-fixing bacteria prepared specifically for the species and shall not be used later than the date indicated on the container or as otherwise specified. A mixing medium, as recommended by the manufacturer, shall be used to bond the inoculant to the seed. Two times the amount of the inoculant recommended by the manufacturer shall be used, except when seed is applied by use of hydraulic seeder, in which case 4 times the amount of inoculant recommended by the manufacturer shall be used. Seed shall be sown within 24 hours of treatment and shall not remain in the hydraulic seeder longer than 4 hours.

2.05 SOIL AMENDMENTS

- A. Lime shall consist of standard ground agricultural limestone, or equal. Standard ground agricultural limestone is defined as ground limestone meeting current requirements of the State Department of Agriculture. Agricultural lime or other needed soil amendments will be uniformly applied at the rate specified herein.

557-18-04 (09/18)

2.06 ASPHALT EMULSION

- A. Asphalt emulsion shall conform to the requirements of ASTM D 977-80, "Emulsified Asphalt." The emulsified asphalt may be rapid, medium, or slow cure materials.

2.07 STRAW MULCH MATERIALS

- A. Straw mulch materials shall consist of wheat, oat, or rye straw, hay, grass clippings cut from any native grasses or other plants acceptable to the ENGINEER. The mulch material shall be air dry, reasonably light in color, and shall not be musty, moldy, caked, or otherwise of low quality. The use of mulch that contains noxious weeds will not be permitted. The CONTRACTOR shall provide a method satisfactory to the ENGINEER for determining weight of mulch furnished.

2.08 OTHER MULCH MATERIALS

- A. Mulching materials, such as wood cellulose fiber mulch, emulsion type, synthetic fiber mulch, netting, mesh, and other mulching materials that may be required for specialized locations and conditions, when specified, must be accompanied by the manufacturer's recommendations for methods of application.

PART 3 EXECUTION

3.01 EXTENT

A. Lump Sum Contracts

1. Sodding

- a. All sodded areas within the construction site steeper than 1 foot vertical to 4 feet horizontal, and berms less than 4 feet wide at all structures shall be sodded, unless otherwise shown on the Drawings or herein specified.

2. Seeding

- a. Except for areas occupied by structures, roadways, walkways, and sodded areas specified above, the entire area disturbed by construction operations shall be seeded.

B. Unit Price Contracts

1. Sodding

- a. Where sod is destroyed in areas maintained equivalent to residence yards, it shall be replaced on slightly ridged backfill on trench, and where destroyed in areas adjacent to the trench, it shall be replaced by the CONTRACTOR with fresh sod. Sodding will be required only on those Contracts where specifically shown on

the Drawings or called for in the Specifications or Form of Proposal.

2. Seeding

- a. Where lawns, pastures, thin grass or cover crops are destroyed by trenching, laying, backfilling, or tunneling operations, surface shall be prepared by disking, fertilizing and seeding. Seeding, fertilizing, and mulching shall be included in the price for trenching and backfilling. The timing of this operation shall be controlled by the ENGINEER. Requirements of the Department of Highways for reseeding shall take precedence over these Specifications where they are involved.
- b. When the construction project is located on privately owned property on easements acquired by the OWNER and the individual landowner requires the cover grass to be the same as present at the beginning of construction, the CONTRACTOR shall supply the seed required by the landowner. Seeding and fertilizing in such instances, shall be at the rate as recommended by the seed producer with soil preparation and mulching as stated herein.
- c. When the construction project encroaches within the rights-of-way of the Department of Highways, the seed mixture, application rate and method of mulching shall be as required by the Department of Highways.

3. CONTRACTOR'S Options

- a. Where surface grasses and cover are similar in nature throughout the length of the project, the CONTRACTOR may provide seed of one type or mixture for the entire project provided there are no objections by individual landowners involved and with permission of the OWNER and ENGINEER. In such cases, the seed type and/or mixture shall be that specified for lawn areas. Pasture and/or cover crop mixtures shall not be used for lawn application for any reason.
- b. When construction facilities or construction operations are located on or encroach on privately owned properties, the CONTRACTOR may, at his election, negotiate with the individual landowners for restoration of the surface. This negotiation and settlement may be for materials or labor or both as agreeable to the individual property owner. In such cases, the CONTRACTOR shall obtain from the individual landowner a "Release of Claims" releasing the OWNER from any further liability for surface restoration, a copy of which shall be provided for the OWNER and ENGINEER. This option shall apply to surface restoration only. The CONTRACTOR shall be responsible for cleanup and regrading work and for any settlement of the trench or graded area within the one year guarantee period.

557-18-04 (09/18)

3.02 SOIL PREPARATION

- A. All areas to be seeded or sodded shall be thoroughly cleaned, removing all debris of whatever nature. After the area has been cleaned, the soil for seeding and sodding shall be prepared as follows:
 - 1. Loosen the soil to a depth of not less than 4 inches.
 - 2. Work the soil until it is in good condition, raking with hand rake to complete the soil preparation and make final finished grade.
 - 3. Broadcast 15 pounds of 8-8-8 or better fertilizer on each 1,000 square feet of area (for sodded areas only).
 - 4. Rake area to receive sod, to spread fertilizer and work into soil.
 - 5. On areas to be seeded, the raking in of fertilizer may be done concurrently with raking in of seed as hereinafter specified.

3.03 SODDING

- A. The timing of resodding shall be controlled by the ENGINEER. Ground shall be prepared and fertilized as previously specified under Article 3.02 of this Specification Section. In small patches, supplying of 3 inches of topsoil and raking may be substituted for disking.
- B. The strips of sod are to be laid so the joints will be broken. After the sod has been laid, it is to be watered thoroughly then rolled with a roller weighing 300 to 400 pounds, supplemented by hand tamping of sections inaccessible by roller.
- C. After the sod has been put down, as described above, each piece is to have a minimum of 2 stakes to hold it in place, the stakes to be 1/2-inch square, 10 inches long, and driven into the ground with 2 inches of the stake left above the sod.
- D. Sod shall be kept moist by watering for at least one month or until the Contract is completed and the facilities accepted by the OWNER for operation.

3.04 SEEDING

- A. Temporary Cover (All Areas)
 - 1. This item shall consist of seeding a temporary cover of grass, or grass and small grain, on areas disturbed on the construction site which will not be redisturbed within a 60 day period. The determination of the area to be temporarily seeded and the time of seeding shall be controlled by the ENGINEER.
 - 2. The seed mixtures to be used for temporary cover will be governed by the time of year the seeding is accomplished. The mixtures and time of seeding shall be as follows:

557-18-04 (09/18)

- a. Time of Seeding - 2/15 to 6/1
 - (1) Rye 1-1/2 bushels and ryegrass 25 pounds per acre; or tall fescue 30 pounds and ryegrass 20 pounds per acre.
- b. Time of Seeding - 6/2 to 8/15
 - (1) Tall fescue 30 pounds and ryegrass 20 pounds per acre; or, spring oats 2 bushels and ryegrass 30 pounds per acre.
- c. Time of Seeding - 8/16 to 2/14
 - (1) Rye 2 bushels and ryegrass 20 pounds per acre; or, tall fescue 30 pounds and ryegrass 20 pounds per acre.
- d. Lime will not be required for temporary seeding.
- e. Fertilize at the rate of 400 pounds per acre of 10-10-10 fertilizer, or equivalent, broadcast uniformly on the area to be seeded.
- f. All seed shall be broadcast evenly over the area to be seeded and cultipacked or otherwise pressed into the soil. Seed and fertilizer may be mixed together and applied after the seed bed has been prepared.
- g. Mulch for temporary seeding will not be required except on those areas, in the ENGINEER'S opinion, too steep to hold the seed without protective cover.

B. Seeding (Permanent Cover)

1. This item consists of seeding all areas disturbed during construction. All grading and/or filling of rills and gullies to a cross section acceptable to the ENGINEER shall be included in the seed bed preparation.
 - a. Pastures and Cover Crops
 - (1) All areas to be seeded shall be seeded with 50 pounds of tall fescue (KY-31) per acre, subject to the provisions hereinafter stated in this Specification group.
 - (2) Prepare seed bed as specified in Article 3.02 of this Specification Section unless instructed otherwise by the ENGINEER. Apply 2 tons of lime per acre.
 - (3) No mulch will be required except when seeding is done during the period October 16 through January 31, or May 2 through July 31, tall fescue straw shall be used at the rate of 2 tons per acre.

557-18-04 (09/18)

b. Lawns and Yards

- (1) This item consists of seeding all areas equivalent to residence lawns or yards disturbed during construction. All grading and filling shall be accomplished in a manner acceptable to the ENGINEER prior to the placement of seed and materials. Seed shall consist of a mixture of one part Red Top and 3 parts high grade Kentucky Bluegrass seed mixed together and broadcast at the rate of 2 lbs to each 1,000 square feet of surface, to be seeded. Apply 2 tons of lime per acre. Apply 1500 pounds of 10-20-20 fertilizer per acre. Apply mulch at the rate of 2 tons per acre. Mulch shall be applied to all lawn areas regardless of the time seeded.

3.05 MULCHING

- A. Mulch materials, meeting the requirements of Part 2 of this Specification Section, shall be applied at the rate of 2 tons per acre.
- B. The mulch shall be stabilized by running a "weighted" disk harrow with disks set straight, over the area on the contour, after the mulch has been applied, so as to imbed or press a part of the straw into the soil sufficiently to hold it in place. On earth embankments or areas too steep for use of mechanized equipment, the mulch shall be held in place by using small stakes and twine or other method acceptable to the ENGINEER. The blown-on bituminous-treated straw mulch method of placing the mulch, as specified in Section 212.06.03, Method 2 of the Standard Specifications for Road and Bridge Construction of the Kentucky Transportation Cabinet Department of Highways, will be an acceptable placing method.
- C. Mesh, netting or other special protective cover shall be at locations as shown on the Drawings and shall be installed according to the manufacturer's recommendations.

END OF SECTION

SECTION 03301

**CAST-IN PLACE CONCRETE
(MINOR STRUCTURES)**

PART 1 GENERAL

1.01 SUMMARY

- A. This specification delineates the requirements for cast-in place concrete for minor structures including concrete kickers for pipe blocking, sidewalks, collars, manholes, manhole bottoms, pipe cradles, piers and other areas where small quantities of concrete are required. It shall not be used for major structures such as floor slabs, structure or basin walls, roof slabs, or other structural components.

1.02 SCOPE OF WORK

- A. Provide all labor, material, equipment and services to complete all cast-in-place concrete work required by the Project as shown on the Drawings or specified herein.

1.03 REFERENCES

- A. The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by the basic designation only.

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM A 185	Specification for Steel, Welded Wire, Fabric, Plain, for Concrete Reinforcement
ASTM A 497	Specification for Welded Deformed Steel Wire Fabric for Concrete Reinforcement
ASTM A 615/A615M	Specification for Deformed and Plain Billet-Steel Bars for Concrete Reinforcement
ASTM A 616/A616M	Specification for Rail-Steel Deformed and Plain Bars for Concrete Reinforcement
ASTM A 617/A617M	Specification for Axle-Steel Deformed and Plain End Bars for Concrete Reinforcement
ASTM A 706/A706M	Specification for Low-Alloy Steel Deformed Bars for Concrete Reinforcement
ASTM C 33	Specification for Concrete Aggregates
ASTM C 150	Specification for Portland Cement

557-18-04 (09/18)

ASTM C 260 Specification for Air-Entraining Admixtures for Concrete

ASTM C 494 Specification for Chemical Admixtures for Concrete

1.04 SUBMITTALS

- A. Copies of all materials required to establish compliance with these Specifications shall be submitted in accordance with the provisions of the General Conditions.

1.05 QUALITY ASSURANCE

- A. All work shall be performed to secure for the entire job homogeneous concrete having required strength, durability and weathering resistance, without planes of weakness and other structural defects and free of pronounced honeycombs, air pockets, voids, projections, offsets of plane and other defacements on exposed surfaces.

1.06 DELIVERY, STORAGE AND HANDLING

- A. Do not deliver ready-mixed concrete to job site until ready for placement.
- B. All materials used for on-site mixed concrete shall be kept clean and free from all foreign matter during transportation and handling and kept separate until measured and placed in the mixer.
- C. Store concrete aggregates to prevent contamination or segregation. Store reinforcement of different sizes and shapes in separate piles or racks raised above the ground to avoid excessive rusting.
- D. Protect from contaminants such as grease, oil and dirt. Provide for accurate identification after bundles have been broken and tags removed.

1.07 PROJECT/SITE CONDITIONS

A. Cold Weather

- 1. Provide and maintain 50 degrees Fahrenheit minimum concrete temperature. Do not place concrete when ambient temperature is below 40 degrees Fahrenheit. Cover concrete and provide with a source of heat sufficient to maintain 50 degrees Fahrenheit minimum while curing.

B. Hot Weather

- 1. Concrete temperature from initial mixing through final cure shall not exceed 90 degrees Fahrenheit. Cool ingredients before mixing, or substitute chip ice for part of required mixing water or use other suitable means to control concrete temperature to prevent rapid drying of newly placed concrete. Shade the fresh concrete and start curing as soon as the surface is sufficiently hard to permit curing without damage.

557-18-04 (09/18)

PART 2 PRODUCTS

2.01 CONCRETE

A. Mix Design

1. The concrete mix shall conform to the requirements of the following table according to the class of concrete required. The number in the "Class" column refers to the 28-day compressive strength of the concrete in pounds per square inch (psi).

Class	Minimum Cement Content (Lbs./Cu. Yd.)	*Maximum Slump (Inches)
3000	470	3 to 4
3500	520	3 to 4
4000	550	3 to 4

* Maximum slump unless high range water reducing admixture is used.

B. Area of Application

1. Unless otherwise noted on the Drawings, concrete mixes shall be used as follows:

Class 3000 - kickers for pipe, fittings

Class 3500 - non-reinforced portions of manholes, pipe cradles

Class 4000 - reinforced portions of manholes, sidewalks, piers,
miscellaneous structures

2.02 MATERIALS

A. Cement

1. Portland cement for concrete and mortar shall conform to ASTM C 150, Type I or II.

B. Water

1. Water shall be potable.

C. Aggregates

1. Aggregates shall conform to ASTM C 33. Obtain aggregates from one source. Aggregates shall not contain any substance which may be deleteriously reactive with the alkalis in the cement.

557-18-04 (09/18)

D. Admixtures

1. Admixtures for air-entrained concrete shall conform to ASTM C 260, for water reducing (Type A, D or E) accelerating (Type C) and retarding (Type B or D) ASTM C 494. Calcium chloride shall not be used as an admixture. Admixtures shall not be used without prior written approval of the ENGINEER.

E. Reinforcement

1. Reinforcing Bars

- a. Reinforcing bars shall conform to ASTM A 615/A615M Grade 60, ASTM A 616/A616M Grade 60, ASTM A 617/A617M Grade 60 or ASTM A 706/A706M Grade 60 as applicable.

2. Welded Wire Fabric

- a. Welded wire fabric shall conform to ASTM A 497 or ASTM A 185.

PART 3 EXECUTION

3.01 FORMS

- A. Forms shall be used to confine concrete and shape it to the required dimensions. Set forms true to line and grade and make mortar tight. Chamfer above grade exposed joints, edges and external corners 3/4-inch, unless otherwise indicated. Earth cuts may be used as forms for footing vertical surfaces, if sides are sharp and true, and not exposed in finished structure.

3.02 PLACING REINFORCEMENT AND MISCELLANEOUS MATERIALS

- A. Provide bars, wire fabric and other reinforcing materials, including wire ties, supports and other devices necessary to install and secure the reinforcement.

3.03 CONTROL AND CONSTRUCTION JOINTS

- A. For sidewalks, provide control joints spaced at an interval equal to the width of the sidewalk, the minimum spacing of 5 feet. Cut joints 1 inch deep with a jointing tool after the surface has been finished. Provide 0.5-inch thick transverse expansion joints at changes in direction, where sidewalk abuts curb, steps, rigid pavement or other similar structures; space joints not more than 40 feet apart. Limit variation in cross section to 1/4-inch in 5 feet.

3.04 CURING AND PROTECTION

- A. Protect concrete from injurious action by sun, wind, rain, flowing water or mechanical injury. Do not allow concrete to dry out from time of placement until the expiration of the curing period. Forms may be removed 48 hours after concrete placement.

END OF SECTION

SECTION 03302

**PRECAST REINFORCED CONCRETE BOX CULVERT
(from LFUCG Standard Specifications, Section 54)**

PART 1 GENERAL

1.01 SCOPE

- A. Work under this Section shall include all labor, excavation, materials, equipment, bedding, backfilling, and legally disposing of unneeded and unsatisfactory material at site obtained by the CONTRACTOR in accordance to the Lexington-Fayette Urban County Government Standard Drawings and all incidentals necessary to construct precast reinforced concrete box culvert (RCBC) to the sizes and types indicated. The work for this Section shall also conform to the Kentucky Department of Highways Standard Specifications for Road and Bridges Section 611, current edition.

1.02 LAYING

- A. The precast RCBC shall be laid in sections to the line and grade shown on the drawings on a compacted bedding of crushed aggregate up to 3/4-inch maximum size. The compacted bedding shall be leveled with a template or straightedge to ensure uniform support throughout the entire length and width of the structure.
- B. The precast RCBC shall be laid by placing the sections starting at the outlet end of the culvert with the bell or groove end being laid upgrade.
- C. Provide drainage with 4-inch weep holes, except that for side-by-side installations separated by grout, the weep holes shall be placed on the extreme outside walls only.
- D. Openings formed between the precast sections and any side entry of pipes or top entry of manholes shall be grouted to form a watertight joint. When manholes are to be placed directly on the top slab of the precast sections, additional steel reinforcement in the top slab shall be provided to sufficiently compensate for the section removed.

1.03 JOINTS

- A. The CONTRACTOR shall make sure that the joints of each unit are properly fitted. The CONTRACTOR shall use rubber, flexible plastic gaskets or asphalt mastic joint sealing compound in joints between the precast box sections. Regardless of the type of sealant to be used, the CONTRACTOR shall ensure proper meshing of the joints.
- B. No sand or foreign material of any kind shall be allowed to intrude into the joints. If sand or foreign material has intruded into the joints upon joining the sections, the joints shall be thoroughly cleaned until no sand or foreign material is present, then the joints shall be resealed.

557-18-04 (09/18)

- C. The exterior joint gap on the top of the precast RCBC shall be filled with mortar and shall be covered with a minimum of a 15-inch double layer geotextile fabric joint wrap. The joint wrap shall be applied to all joint sections.

1.04 BACKFILLING

- A. Backfilling of the trench for the precast reinforced concrete box culvert shall be done in accordance to the Plans, Standards and Specifications of the Lexington - Fayette Urban County Government and in accordance to Subsection 603.03 of the Kentucky Department of Highways Standards and Specifications for Highways and Bridges.

END OF SECTION

03302-2