

**McNutt Construction Company  
Jobs in Progress**

| <b>Job #</b> | <b>Description</b>   | <b>Owner</b>  | <b>Architect</b>  | <b>Contract Amount</b> | <b>% Complete</b> |
|--------------|--|---|---|------------------------|-------------------|
| 837          | Site Development<br>Woburn Estates<br>Radcliff, Kentucky                                     | Outdoor Properties, LLC<br>P.O. Box 431<br>Elizabethtown, KY 42701                | Dunaway Engineering<br>3404 Story Spring Circle<br>Louisville, KY 40220         | 104,539.00             | 99%               |
| 868          | Vine Grove Elementary School<br>Renovations 2011/2012<br>Vine Grove, Kentucky                | Hardin County Board of Education<br>65 WA Jenkins Road<br>Elizabethtown, KY 42701 | Peck Flannery Gream Warren<br>112 North Main Street<br>Elizabethtown, KY 42701  | 6,084,635.00           | 99%               |
| 885          | Development for Neil Persful<br>Dixie Highway<br>Elizabethtown, Kentucky                     | Neil Persful  | Design Build  |                        |                   |
| 887          | Interior and Exterior Repairs<br>Campbellsville Readiness Center<br>Campbellsville, Kentucky | Commonwealth of Kentucky<br>403 Wapping Street<br>Frankfort, Kentucky             | The Feldman Group   | 239,000.00             | 93%               |
| 891          | Hardin County Animal Shelter<br>Interior Fit-Up<br>Elizabethtown, KY 42701                   | PAW's Shelter Foundation Inc<br>P.O. Box 1116<br>Elizabethtown, KY 42702          | Siever and Associates Architects<br>466 Silver Maple Way<br>Lexington, KY 40508 | 616,873.00             | 99%               |
| 893          | T.K. Stone Middle School<br>Pool Renovation and Expansion<br>Elizabethtown, Kentucky         | Elizabethtown Independent Schools<br>219 Helm Street<br>Elizabethtown, KY         | RBS Design Group<br>723 Harvard Dr.<br>Owensboro, KY 42301                      | 2,787,855.00           | 74%               |
| 897          | Storm Water Remediation<br>Bonnieville Disaster Recovery<br>Bonnieville, Kentucky            | The City of Bonnieville<br>P.O. Box 85<br>Bonnieville, KY 42113                   | DDS Engineering<br>148 Chester Ct.<br>Bowling Green, KY                         | 216,608.00             | 80%               |
| 898          | Structure at Shipping and Receiving<br>Area at Metalsa<br>Elizabethtown, Kentucky            | Metalsa USA<br>750 North Black Brach Rd<br>Elizabethtown KY                       |   | 45,433.00              | 90%               |

| Job # | Description  | Owner  | Architect  | Contract Amount | % Complete |
|-------|--|--|--|-----------------|------------|
| 899   | WKU Waterproofing and Concrete Resurfacing<br>Bowling Green, Kentucky                      | Western Kentucky University<br>1906 College Heights Blvd.<br>Bowling Green, Kentucky |  |                 |            |
| 900   | Masonry Repairs<br>JB & Rice Buildings<br>Kentucky Children's Home<br>Louisville, Kentucky | Commonwealth of Kentucky<br>403 Wapping Street<br>Frankfort, Kentucky                | Patrick D. Murphy Architects<br>4606 Illinois Avenue<br>Louisville, Kentucky | 87,000.00       |            |
| 901   | Repairs at Paint Shop<br>Elizabethtown, Kentucky   | Hardin County Board of Education<br>65 WA Jenkins Road<br>Elizabethtown, KY 42701    |  | 2,800.00        |            |

10 suppliers were found matching your search criteria  
 MWBE Classification: All MWBE's

Commodity/Service Category: Material Handling Equipment and Supplies

Search Results

| Company                                | Address1                  | Address2 | Address3 | City         | State | Zip   | Website                    | Contact                | Title                | Phone                  | Fax          |
|--|---------------------------|----------|----------|--------------|-------|-------|----------------------------|------------------------|----------------------|------------------------|--------------|
| APOLLO SAFETY & INDUSTRIAL, INC.       | 1108 W. 9TH STREET        |          |          | Upland       | CA    | 91786 | apollosafetyindustrial.com | WILLIAM E. PHILLIPS II | PRES/CEO             | 909-982-4783           | 909-986-8873 |
| E.R. Abernathy Industrial, Inc         | 2000 Pewaukee Rd Suite O  |          |          | Waukesha     | WI    | 53188 | www.abernathyco.com        | Edna Abernathy         | President            | 262-446-3377           | 262-446-3386 |
| First Choice Commercial Services, Inc. | 224 Carter Avenue         |          |          | Louisville   | KY    | 40228 | www.firstchoiceinc.com     | Renee Abner            | Sales/ Marketing     | 502-550-8891           | 502-857-3773 |
| GeniX Technologies                     | 851 Woodlawn Road         |          |          | Litchfield   | IL    | 62656 |                            | Andrew                 | Sleevs               | 217-000-1811 Ext. 155  | 217-000-1541 |
| HP Products                            | 4220 Seguro Trail         |          |          | Indianapolis | IN    | 46268 | www.hpproducts.com         | Joan Gorman            | Bid Coordinator      | 800-457-0918 Ext. 1225 | 317-216-4440 |
| Kyana Packaging & Industrial           | 11003 Decimal Drive       |          |          | Louisville   | KY    | 40299 | www.kyanaind.com           | Jeff Bishop            | Packaging Specialist | 859-508-9826           | 859-543-2420 |
| Lester Mineral Development Inc.        | 1109 Versailles Rd #500   |          |          | Lexington    | KY    | 40508 |                            | Lester Boyd            | President            | 859-240-9955           | 859-253-1036 |
| MEREDITH Group, LLC                    | 654 Highland Avenue, # 19 |          |          | Fort Thomas  | KY    | 41075 | www.meredith-group.com     | Meredith R. Hay        | CEO                  | 502-533-4573           | 513-453-1007 |
| Messier & Associates Inc.              | P.O. Box 21293            |          |          | Louisville   | KY    | 40221 | www.messierinc.com         | Fernando Messier       | CEO                  | 502-533-4573           | 502-213-9040 |
| OER Services                           | 717 S. Vermont Street     |          |          | Parkville    | IL    | 60067 | www.oer4usa.com            | Ali Zaimi              | President            | 855-637-4872 Ext. 700  | 847-483-1125 |

20 suppliers were found matching your search criteria  
 MWBE Classification: All MWBE's

Commodity/Service Category: Painting

Search Results

| Company                                | Address1                     | City         | State | Zip        | County | Website                           | Contact            | Title                            | Phone                        | Fax               |
|--|------------------------------|--------------|-------|------------|--------|-----------------------------------|--------------------|----------------------------------|------------------------------|-------------------|
| Leestown Contracting LLC               | 1800 Leestown Rd.            | Leestown     | KY    | 40511      |        |                                   | Allen Carter       | President                        | Phone: 859-281-4881          | Fax: 859-281-6850 |
| AACON GENERAL CONTRACTORS, LLC         | 1147 Logan Street            | Louisville   | KY    | 40204      |        | www.aacongc.com                   | Michael Lathon     | President/Owner                  | Phone: 502-315-9161          | Fax: 502-398-8242 |
| AACON GENERAL CONTRACTORS, LLC         | 1147 Logan Street            | Louisville   | KY    | 40204      |        | WWW.AACONGC.COM                   | MICHAEL LATHON     | PRESIDENT                        | Phone: 502-315-9161          | Fax: 502-398-8242 |
| ABEDNEGO CONSTRUCTION                  | 1029 WEDGEWOOD DR            | Leestown     | KY    | 40514      |        | abadnegconstruction@yahoo.com     | Patrick Johnson    | General Contractor               | Phone: 859-312-0924          | Fax: 859-224-8900 |
| Advance Construction of KY, LLC        | 341 Piedmont Drive           | Leestown     | KY    | 40516-9657 |        | advanceadamspainting.com          | Keith Barbour      | DIRECTOR OF OPERATIONS           | Phone: 859-361-6452          | Fax: 859-971-0754 |
| ANTONE ADAMS PAINTING                  | 627 OHIO STREET              | Leestown     | KY    | 40408      |        | www.abernathyco.com               | Edna Abernathy     | OWNER                            | Phone: 678-698-8567          | Fax: 678-698-8567 |
| E.R. Abernathy Industries, Inc         | 2000 Pennsylvania Rd Suite O | Waukegan     | WI    | 53188      |        |                                   | Andrew             | President                        | Phone: 262-446-3386          | Fax: 262-446-3386 |
| GeelOX Technologies                    | 1213 Woodlawn Road           | Lincoln      | IL    | 62856      |        | www.geelox.com                    | John W. Bulow      | Director of Operations           | Phone: 217-900-1811 Ext. 155 | Fax: 217-900-1541 |
| Great Lakes Maintenance Co., Inc.      | 163 East Main, Suite 404     | Harrison     | OH    | 45011      |        | www.greatlakesmco.com             | Joseph Williams    | General Contractor               | Phone: 513-898-5463          | Fax: 513-898-5465 |
| J.W. Construction                      | 2945 Majestic View Walk      | Leestown     | KY    | 40511      |        | jcconstruction2945@windstream.net | Charles Thomas     | General Contractor               | Phone: 859-821-2482          | Fax: 859-233-0110 |
| L & C Management, Inc.                 | 104 Kuhlman Blvd.            | Leestown     | KY    | 40507      |        |                                   | Robert Conley      | Estimator                        | Phone: 859-873-8424 Ext. 27  | Fax: 859-873-1312 |
| Mechanical Jobbers Marketing Inc       | 8661 Tribble Street          | Versailles   | KY    | 40383      |        | www.mechanicaljobbers.com         | Darryl Allgood     | Project Estimator                | Phone: 770-482-5220 Ext. 211 | Fax: 770-482-5225 |
| Mazzetta Construction Services, Inc.   | 7081 Corporate Circle        | Lithonia     | GA    | 30058      |        | www.mazzettainc.com               | Remo Mezzetta      | Director of Business Development | Phone: 317-328-8003          | Fax: 317-328-8013 |
| Merrifield Construction Services, Inc. | 3364 Leestown Road           | Indianapolis | IN    | 46278      |        |                                   | Keith Jones        | Project Manager                  | Phone: 859-276-3488          | Fax: 859-277-4442 |
| OER Services                           | 717 S. Vermont Street        | Leestown     | KY    | 40511      |        | www.oer4usa.com                   | All Zairi          | President                        | Phone: 855-637-4872 Ext. 700 | Fax: 847-483-1125 |
| SAKS Art Gallery & Interier Designs    | 1801 Alexandria Dr Ste 116   | Leestown     | KY    | 40504      |        | www.TASdevelopment.LLC.com        | Scherer Boyd       | Owner                            | Phone: 859-433-8153          | Fax: 859-273-0785 |
| TAS Development LLC                    | 1450 North Broadway          | Leestown     | KY    | 40505      |        | www.BPCNola.com                   | Emmanuel Smith     | CEO                              | Phone: 859-433-7181          | Fax: 859-231-0179 |
| The Building Performance Center LLC    | P.O. Box                     | New Orleans  | LA    | 70174      |        | www.bpcnola.com                   | Adolphus Wilson Sr | COO                              | Phone: 504-261-0278          | Fax: 504-673-1117 |
| The Mardian Group, Inc.                | 2360 New Millennium Drive    | Louisville   | KY    | 40216      |        | www.mgky.com                      | Brad T. Mock       | Director of Construction         | Phone: 502-776-2748 Ext. 210 | Fax: 502-776-8897 |

21 suppliers were found matching your search criteria  
 MWBE Classification: All MWBE's

Commodity/Service Category: Masonry

Search Results

| Company   | Address1                   | City        | State | Zip        | County | Website                         | Contact            | Title                               | Phone                        | Fax                      |
|---|----------------------------|-------------|-------|------------|--------|---------------------------------|--------------------|-------------------------------------|------------------------------|--------------------------|
| Leavitt Contracting LLC                         | 1500 Leestown Rd.          | Lexington   | KY    | 40511      |        |                                 | Allen Carter       | President                           | Phone: 859-281-6861          | Fax: 859-281-6850        |
| AACON GENERAL CONTRACTORS, LLC                  | 1147 Logan Street          | Louisville  | KY    | 40204      |        | www.aacon.com                   | Michael Lathon     | President/Owner                     | Phone: 502-318-9161          | Fax: 502-369-8942        |
| AACON GENERAL CONTRACTORS, LLC                  | 1147 LOGAN STREET          | Louisville  | KY    | 40204      |        | WWW.AACON.COM                   | MICHAEL LATHON     | PRESIDENT                           | Phone: 502-318-9161          | Fax: 502-369-8942        |
| ABENEGRO CONSTRUCTION                           | 1028 WEDGEWOOD DR          | Lexington   | KY    | 40514      |        | abeneagroconstruction@yahoo.com | Patrick Johnson    | General Contractor                  | Phone: 859-312-0824          | Fax: 859-224-8900        |
| ADE Contracting, Inc.                           | 102 Preston Court          | Versailles  | KY    | 40383      |        |                                 | Angela English     | President                           | Phone: 859-821-7941          | Fax: 859-879-0164        |
| Avancea Construction of KY, LLC                 | 341 Pleasant Drive         | Lexington   | KY    | 40516-2627 |        |                                 | Keith Barbour      | DIRECTOR OF OPERATIONS              | Phone: 859-381-8452          | Fax: 859-871-0754        |
| GenetX Technologies                             | 851 Woodmont Road          | Lincoln     | IL    | 62656      |        | www.in-engineering.com          | Andrew             | President                           | Phone: 217-000-1811 Ext. 155 | Fax: -                   |
| Integrated Engineering, PLLC                    | 1716 Shanley Way, Suit 200 | Lexington   | KY    | 40511      |        |                                 | Harsna Wijesiri    | President                           | Phone: 859-368-0145          | Fax: -                   |
| L & C Management, Inc.                          | 163 East Main, Suite 404   | Lexington   | KY    | 40507      |        |                                 | Charles Thomas     | President                           | Phone: 859-821-2482          | Fax: 859-284-0874        |
| Mechanical Jobbers Marketing Inc                | 208 Tribble Street         | Lithonia    | GA    | 30058      |        | mechanicaljobbers.com           | Darryl Allgood     | Project Estimator                   | Phone: 770-482-5220 Ext. 211 | Fax: 770-482-5225        |
| Mike Osbourn Lawn Care, Inc.                    | 6891 Tribble Street        | Lithonia    | GA    | 30058      |        | www.mikeosbournlawn.com         | Mike Osbourn       | Owner                               | Phone: 502-419-2626          | Fax: 502-277-1040        |
| Mimfield Enterprises, Inc. dba All Pro Electric | 208 Belts Mill Rd          | Lexington   | KY    | 40511      |        |                                 | Keith Jones        | Project Manager                     | Phone: 859-278-3488          | Fax: 859-277-8442        |
| DER Services                                    | 3364 Leestown Road         | Lexington   | KY    | 40511      |        |                                 | Ali Zaimi          | President                           | Phone: 859-637-4872 Ext. 700 | Fax: 847-483-1125        |
| S & D Construction Management Inc.              | 717 S. Vermont Street      | Palatine    | IL    | 60067      |        | www.s&dusa.com                  | Sean Edwards       | CEO                                 | Phone: 859-228-0063 Ext. 0   | Fax: 859-228-0063 Ext. 0 |
| TAS Development LLC                             | 110 Lulgart Court Ste 1    | Lexington   | KY    | 40508      |        | www.tasdevelopment.com          | Emmanuel Smith     | CEO                                 | Phone: 859-433-7181          | Fax: 502-970-2118        |
| The Building Performance Center LLC             | 1450 North Broadway        | Lexington   | KY    | 40505      |        | www.BPCHole.com                 | Brad T. Mook       | CEO                                 | Phone: 504-281-0278          | Fax: 504-281-0178        |
| The Marlin Group, Inc.                          | P.O. Box                   | New Orleans | LA    | 70174      |        | www.TASDevelopmentLLC.com       | Emmanuel Wilson Sr | CEO                                 | Phone: 504-281-0178          | Fax: 504-281-0178        |
| Third Rock Consultants, LLC                     | 2550 New Millennium Drive  | Louisville  | KY    | 40216      |        | www.thirdrock.com               | Greg T. Davis      | Director of Construction            | Phone: 502-778-2748 Ext. 210 | Fax: 502-778-5887        |
| Thoroughbred Mowing & Ag Services               | 2528 Ragency Rd, Suite 180 | Lexington   | KY    | 40503      |        | www.thirdrockconsultants.com    | Molly F. Davis     | registered agent                    | Phone: 502-778-2748 Ext. 210 | Fax: 502-778-5887        |
| Thornbush Mowing & Ag Services                  | 671 Burgess Smith Rd       | Sedleyville | KY    | 40370      |        |                                 | Lewi Courbey       | President                           | Phone: 859-977-2000          | Fax: 859-977-2001        |
| Triton Services Inc.                            | 8182 Dulke Blvd            | Mason       | KY    | 40340      |        | www.tritonmasonry.com           | Richard Schock     | Vice President of Sales & Marketing | Phone: 502-657-2006          | Fax: 502-657-2006        |
| Vanhook Enterprises Inc                         | P.O. Box 3547              | Somerset    | OH    | 45040      |        | tritonmasonry.com               | Richard Schock     | Vice President of Sales & Marketing | Phone: 513-679-6800 Ext.     | Fax: 513-679-6807        |
| Vanhook Enterprises Inc                         |                            | Somerset    | KY    | 42564      |        |                                 | Richard Vanhook    | President                           | Phone: 606-678-2737          | Fax: 606-678-2834        |

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 MWBE Classification: All MWBE's

Commodity/Service Category: Material Handling Equipment and Supplies

Search Results

| Company                                | Address1                  | Address2 | Address3 | City         | State | Zip   | Website                    | Contact                | Title                | Phone                 | Fax          |
|--|---------------------------|----------|----------|--------------|-------|-------|----------------------------|------------------------|----------------------|-----------------------|--------------|
| APOLLO SAFETY & INDUSTRIAL, INC.       | 1108 W. 8TH STREET        |          |          | Upland       | CA    | 91786 | apollosafetyindustrial.com | WILLIAM E. PHILLIPS II | PRES/CEO             | 909-982-4783          | 909-985-8873 |
| E.R. Abernathy Industrial, Inc         | 2000 Pewaukee Rd Suite O  |          |          | Waukesha     | WI    | 53188 | www.abernathyco.com        | Edna Abernathy         | President            | 262-446-3377          | 262-446-3366 |
| First Choice Commercial Services, Inc. | 224 Carter Avenue         |          |          | Lynch        | KY    | 40229 | www.firstchoiceinc.com     | Renee Abner            | Sales/ Marketing     | 502-550-8891          | 502-957-3773 |
| GeemX Technologies                     | 851 Woodlawn Road         |          |          | Lincoln      | IL    | 62656 |                            | Andrew                 | Stevens              | 217-000-1811 Ex. 155  | 217-000-1541 |
| HP Products                            | 4220 Saguro Trail         |          |          | Indianapolis | IN    | 46266 | www.hpproducts.com         | Joan Gorman            | Bid Coordinator      | 800-457-0916 Ex. 1225 | 317-216-3440 |
| Kyana Packaging & Industrial           | 11003 Decimal Drive       |          |          | Louisville   | KY    | 40298 | www.kyanaind.com           | Jeff Bishop            | Packaging Specialist | 859-519-8777          | 859-543-2420 |
| Lester Mineral Development Inc.        | 1109 Versailles Rd #500   |          |          | Lexington    | KY    | 41075 | www.meredith-group.com     | Lester Boyd            | President            | 859-240-9926          | 859-253-1036 |
| MEREDITH Group, LLC                    | 654 Highland Avenue, # 19 |          |          | Fort Thomas  | KY    | 40221 | www.messierinc.com         | Meredith R. Hay        | CEO                  | 502-533-4573          | 513-453-4007 |
| Messier & Associates Inc.              | P.O. Box 21293            |          |          | Louisville   | KY    | 60067 | www.ovr4usa.com            | Fernando Messier       | CEO                  | 855-637-4872 Ext. 700 | 502-213-9040 |
| OER Services                           | 717 S. Vermont Street     |          |          | Peletine     | IL    |       |                            | Ali Zaini              | President            | 847-483-1125          |              |

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Commodity/Service Category: Masonry

Search Results

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|--|---------------------------|----------------|-------|------------|--------|--------------------------------|------------------|-------------------------------------|------------------------------|-------------------|
| Lestington Contracting LLC                       | 1500 Leestown Rd.         | Leestington    | KY    | 40511      |        |                                | Alex Carter      | President                           | Phone: 859-281-6861          | Fax: 859-281-6850 |
| AACON GENERAL CONTRACTORS, LLC                   | 1147 Logan Street         | Louisville     | KY    | 40204      |        | www.aacongc.com                | Michael Lathon   | President/Owner                     | Phone: 502-315-9161          | Fax: 502-369-8242 |
| AACON GENERAL CONTRACTORS, LLC                   | 1029 WEDGEWOOD DR         | Louisville     | KY    | 40204      |        | WWW.AACONGC.COM                | MICHAEL LATHON   | PRESIDENT                           | Phone: 502-315-9161          | Fax: 502-369-8242 |
| ABEDNEGO CONSTRUCTION                            | 102 Preston Court         | Versailles     | KY    | 40314      |        | abednegoconstruction@yahoo.com | Patrick Johnston | General Contractor                  | Phone: 859-312-0924          | Fax: 859-224-8900 |
| ADE Contracting, Inc                             | 341 Pleasantness Drive    | Leestington    | KY    | 40393      |        |                                | Angela English   | President                           | Phone: 859-821-7941          | Fax: 859-979-0164 |
| Advance Construction of KY, LLC                  | 851 Woodlawn Road         | Leestington    | KY    | 40516-9667 |        |                                | Keith Barbour    | DIRECTOR OF OPERATIONS              | Phone: 859-381-8452          | Fax: 859-971-0754 |
| GenMX Technologies                               | 1716 Sharky Way, Suit 200 | Lincoln        | IL    | 62656      |        | www.in-engineering.com         | Andrew           | Stevens                             | Phone: 217-000-1611 Ext. 155 | Fax: -            |
| Integrated Engineering, PLLC                     | 183 East Main, Suite 404  | Leestington    | KY    | 40511      |        |                                | Harsna Wijesiri  | President                           | Phone: 859-821-2482          | Fax: 859-284-0674 |
| L & C Management, Inc.                           | 6991 Tribble Street       | Leestington    | KY    | 40507      |        |                                | Charles Thomas   | President                           | Phone: 770-482-5220 Ext. 211 | Fax: 770-482-5225 |
| Mechanical Jobbers Marketing Inc                 | 205 Bell Mill Rd          | Lithonia       | GA    | 30058      |        | mechanicaljobbers.com          | Darryl Allgood   | Project Estimator                   | Phone: 502-419-2626          | Fax: 502-277-1040 |
| Mike Osbourn Lawn Care, Inc.                     | 3364 Leestown Road        | Shepherdsville | KY    | 40165      |        | www.mikeosbournlawn.com        | Mike Osbourn     | Owner                               | Phone: 502-276-3486          | Fax: 502-277-8442 |
| Minifield Enterprises, Inc. dba All Pro Electric | 717 S. Vermont Street     | Leestington    | KY    | 40511      |        | www.eer4usa.com                | Keith Jones      | Project Manager                     | Phone: 859-637-4872 Ext. 700 | Fax: 847-483-1125 |
| OSR Services                                     | 110 Luigart Court Ste 1   | Palatine       | IL    | 60067      |        |                                | All Zalmi        | President                           | Phone: 655-226-0063 Ext. 0   | Fax: 502-970-2118 |
| S & D Construction Management Inc.               | 1450 North Broadway       | Leestington    | KY    | 40506      |        | www.sdconstruction.com         | Sean Edwards     | CEO                                 | Phone: 859-433-7181          | Fax: 504-281-0276 |
| The Building Performance Center LLC              | P.O. Box                  | Leestington    | KY    | 40505      |        | www.TASDevelopmentLLC.com      | Emmanuel Smith   | COO                                 | Phone: 504-281-0276          | Fax: 504-281-0276 |
| The Madison Group, Inc                           | 2350 New Millennium Drive | New Orleans    | LA    | 70174      |        | www.BPCNola.com                | Brad T. Mook     | Director of Construction            | Phone: 502-977-2000          | Fax: 502-977-2001 |
| Third Rock Consultants, LLC                      | 871 Regency Rd, Suite 180 | Louisville     | KY    | 40216      |        | www.thirdrockconsultants.com   | Levi Courfey     | registered agent                    | Phone: 502-370-5535          | Fax: 502-977-2006 |
| Thoroughbred Hovving & Ag Services               | 8162 Duke Blvd            | Sedleville     | KY    | 40370      |        |                                | Richard Schock   | Vice President of Sales & Marketing | Phone: 502-370-6900 Ext.     | Fax: 513-679-6907 |
| Trihon Services Inc.                             | P.O. Box 5847             | Mason          | OH    | 45040      |        | trihonseviceinc.com            | Richard Schock   | President                           | Phone: 606-678-2634          | Fax: 606-678-2634 |
| Vanhook Enterprises Inc                          |                           | Somerset       | KY    | 42564      |        |                                | Richard Vanhook  | President                           | Phone: 606-678-2737          | Fax: 606-678-2737 |





20 suppliers were found matching your search criteria  
 MWBE Classification: All MWBE's

Commodity/Service Category: Painting

Search Results

| Company  | Address1                   | City        | State | Zip        | County | Website                           | Contact            | Title                            | Phone        | Fax          |
|--|----------------------------|-------------|-------|------------|--------|-----------------------------------|--------------------|----------------------------------|--------------|--------------|
| Leighton Contracting LLC                         | 1600 Leesdown Rd.          | Lexington   | KY    | 40511      |        |                                   | Allen Carter       | President                        | 859-981-6881 | 859-281-8850 |
| AACON GENERAL CONTRACTORS, LLC                   | 1147 Logan Street          | Louisville  | KY    | 40204      |        | www.aacongc.com                   | MICHAEL LATHON     | President/Owner                  | 502-315-9181 | 502-588-8242 |
| AACON GENERAL CONTRACTORS, LLC                   | 1147 Logan Street          | Louisville  | KY    | 40204      |        | WWW.AACONGC.COM                   | MICHAEL LATHON     | PRESIDENT                        | 502-315-9181 | 502-588-8242 |
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| Advance Construction of KY, LLC                  | 341 Preakness Drive        | Lexington   | KY    | 40516-9867 |        |                                   | Keith Barkour      | DIRECTOR OF OPERATIONS           | 859-361-6452 | 859-971-0754 |
| ANTOINE ADAMS PAINTING                           | 627 OHIO STREET            | Lexington   | KY    | 40408      |        | antoiner Adams painting           | ANTOINE ADAMS      | OWNER                            | 678-698-9567 | 678-698-9567 |
| E.R. Abernathy Industrial, Inc                   | 2000 Pewaukee Rd Suite O   | Waukesha    | WI    | 53188      |        | www.abernathyco.com               | Edna Abernathy     | President                        | 262-446-3377 | 262-446-3399 |
| GeoMX Technologies                               | 851 Woodlawn Road          | Lincoln     | IL    | 62858      |        |                                   | Andrew             | Stevens                          | 217-000-1541 | 513-898-5465 |
| Great Lakes Maintenance Co., Inc.                | 1213 Maple Ave.            | Hamilton    | OH    | 45011      |        | www.greatlakesmiba.com            | John W. Barlow     | Director of Operations           | 513-888-5483 | 513-898-5465 |
| J.W.Construction                                 | 2945 Majestic View Walk    | Lexington   | KY    | 40511      |        | jwconstruction2945@windstream.net | Joseph Williams    | General Contractor               | 859-215-9392 | 859-233-9110 |
| L & C Management, Inc.                           | 183 East Main, Suite 404   | Lexington   | KY    | 40507      |        |                                   | Charles Thomas     | President                        | 859-821-2482 | 859-264-8974 |
| McKinney Painting, Inc.                          | 8691 Tribble Street        | Versailles  | KY    | 40383      |        | www.mckinneypainting.com          | Robert Comley      | Estimator                        | 859-873-6424 | 859-873-1312 |
| Mezzetta Construction Services, Inc.             | 7081 Corporate Circle      | Lithonia    | GA    | 30058      |        | mechanicaljobbers.com             | Darryl Allgood     | Project Estimator                | 770-462-5220 | 770-462-5225 |
| Minnfield Enterprises, Inc. dba All Pro Electric | 3384 Leestown Road         | Lexington   | KY    | 40511      |        | www.mszettainc.com                | Remo Mezzetta      | Director of Business Development | 317-328-8003 | 317-328-8013 |
| OER Services                                     | 717 S. Vermont Street      | Palatine    | IL    | 60067      |        | www.oer4usa.com                   | Keith Jones        | Project Manager                  | 859-276-3488 | 859-277-8442 |
| SAKS Art Gallery & Interior Designs              | 1801 Alexandria Dr Ste 116 | Lexington   | KY    | 40504      |        |                                   | All Zairni         | Owner                            | 859-537-4872 | 847-465-1125 |
| TAS Development LLC                              | 1450 North Broadway        | Lexington   | KY    | 40505      |        | www.TASDevelopmentLLC.com         | Scherer Boyd       | CEO                              | 859-333-8153 | 859-278-9785 |
| The Building Performance Center LLC              | P.O. Box                   | New Orleans | LA    | 70174      |        | www.BPCNoia.com                   | Emmanuel Smith     | CEO                              | 859-433-7181 | 504-281-0278 |
| The Martellan Group, Inc.                        | 2360 New Millennium Drive  | Louisville  | KY    | 40216      |        | www.tmgty.com                     | Abdighus Wilson Sr | COO                              | 504-281-0278 | 504-573-3117 |
|  |                            |             |       |            |        |                                   | Brad T. Mook       | Director of Construction         | 502-776-2749 | 502-776-8897 |

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**GENERAL CONDITIONS**  
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## PART IV

### GENERAL CONDITIONS

#### 1. DEFINITIONS

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

**1.1 Addenda**

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

**1.2 Agreement**

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

**1.3 Application for Payment**

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

**1.4 Bid**

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

**1.5 Bidder**

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

**1.6 Bonds**

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

**1.7 Calendar Day**

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

**1.8 Change Order**

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

**1.9 Contract Documents**

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

**1.10 Contract Unit Price**

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

**1.11 Contract Time**

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

**1.12 CONTRACTOR**

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

**1.13 Defective**

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

**1.14 Drawings**

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

**1.15 Effective Date of the Agreement**

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

**1.16 ENGINEER**

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

**1.17 Field Order**

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



**1.18 Giving Notice**

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

**1.19 Laws and Regulations**

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

**1.20 Notice of Award**

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

**1.21 Notice to Proceed**

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

**1.22 OWNER**

The Lexington-Fayette Urban County Government.

**1.23 Partial Utilization**

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

**1.24 Project**

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

**1.25 Inspector**

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

**1.26 Shop Drawings**

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

**1.27 Specifications**

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

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

**1.28 Standard Specifications**

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

**1.29 Subcontractor**

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

**1.30 Special Conditions**

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

**1.31 Supplier**

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

**1.32 Underground Facilities**

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

**1.33 Unit Price Work**

Not applicable

**1.34 Work**

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

**1.35 Time Period**

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

## 2. PRELIMINARY MATTERS

### 2.1 Delivery of Bonds

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

### 2.2 Copies of Documents

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

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

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

### 2.4 Starting the Project

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

### 2.5 Before Starting Construction

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

### 2.6 Submittal of Schedules

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

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

2.6.2 a preliminary schedule of Shop Drawing submissions; and

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

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

**2.7 Preconstruction Conference**

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

**2.8 Finalizing Schedules**

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

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

**3.1 General**

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

**3.2 Intent**

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

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

### **3.3 Conflicts**

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

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

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

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

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

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

### **3.5 Reuse of Documents**

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

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

### **4.1 Availability of Lands**

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

### **4.2 Physical Conditions**

#### **4.2.1 Explorations and Reports**

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

#### **4.2.2 Existing Structures**

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

4.2.3 Report of Differing Conditions

If CONTRACTOR believes that:

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

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

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

4.2.4 ENGINEER'S Review

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

4.2.5 Possible Document Change

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

4.2.6 Possible Price and Time Adjustments

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

**4.3 Physical Conditions-Underground Facilities**

4.3.1 Shown or Indicated

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

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

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

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

4.3.2 Not Shown or Indicated

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

**4.4 Reference Points**

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

**5. CONTRACTOR'S RESPONSIBILITIES**

**5.1 Supervision**

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



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

**5.2 Superintendence**

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

**5.3 Labor**

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

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

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

**5.5 Materials and Equipment**

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

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

**5.5.1 Not Clearly Specified or Indicated**

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

**5.5.2 Coordination of Work**

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

**5.6 Adjusting Progress Schedule**

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

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

**5.7.1 General**

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

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

#### 5.7.2 Substitutes

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

#### 5.7.3 OWNER/ENGINEER'S Approval

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

## 5.8 Subcontractors, Suppliers, and Others

### 5.8.1 Acceptable to ENGINEER

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

### 5.8.2 Objection After Due Investigation

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

### 5.8.3 Contractor Responsible for Acts of Subcontractors

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

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

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

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

5.8.4 Division of Specifications

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

5.8.5 Agreement Between Contractor and Subcontractors

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

5.8.6 Statements and Comments by CONTRACTOR

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

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

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

**5.9 Patent Fees and Royalties**

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

## **5.10 Permits**

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

## **5.11 Laws and Regulations**

### **5.11.1 CONTRACTOR to Comply**

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

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

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

## **5.12 Taxes**

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

## **5.13 Use of Premises**

### **5.13.1 Project Site**

CONTRACTOR shall confine construction equipment, the storage of materials and equipment and the operations of workers to the staging areas

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

#### 5.13.2 Clean UP

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

#### 5.13.1 Loading of Structures

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

### 5.14 **Record Drawings**

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

## 5.15 Shop Drawings and Samples

### 5.15.1 Shop Drawing Submittals

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

### 5.15.2 Sample Submittals

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

### 5.15.3 Review by CONTRACTOR

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

### 5.15.4 Notice of Variation

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

### 5.15.5 ENGINEER'S Approval

ENGINEER will review and approve with reasonable promptness Shop Drawings and samples, but ENGINEER'S review and approval will be only for conformance with the design concept of the Project and for compliance



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

**5.15.6 Responsibility for Errors and Omissions**

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

**5.15.7 Cost of Related Work**

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

**5.16 Continuing the Work**

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

**5.17 Erosion and Sediment Control**

**5.17.1 General Environmental Requirements**

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

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

5.17.2 Stormwater Pollution Prevention

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

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

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

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

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

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

## **6. OTHER WORK**

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

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

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

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

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

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

### **6.4 Coordination**

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

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

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

### **7.1 Communications**

OWNER shall issue all communications to CONTRACTOR through ENGINEER.

### **7.2 Data and Payments**

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

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

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

### **7.4 Change Orders**

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

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

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

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

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

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

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

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

### **8.2 Visits to Site**

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

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

**8.3 Project Representation**

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

**8.4 Clarifications and Interpretations**

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

**8.5 Authorized Variations in Work**

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

**8.6 Rejecting Defective Work**

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

**8.7 Shop Drawings**

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

**8.8 Change Orders**

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

**8.9 Payments**

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

**8.10 Determinations for Unit Prices**

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

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

#### **8.11 Decision on Disputes**

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

#### **8.12 Limitations on Engineer's Responsibilities**

##### **8.12.1 CONTRACTOR, Supplier, or Surety**

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

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

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

8.12.3 CONTRACTOR'S Means, Methods, Etc.

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

8.12.4 Acts of Omissions of CONTRACTOR

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

**9. CHANGES IN THE WORK**

**9.1 OWNER May Order Change**

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

**9.2 Claims**

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

**9.3 Work Not in Contract Documents**

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

**9.4 Change Orders**

OWNER and CONTRACTOR shall execute appropriate Change Orders covering:

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

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

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

**9.5 Notice of Change**

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

**10. CHANGE OF CONTRACT PRICE**

**10.1 Total Compensation**

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

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

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

**10.3 Value of Work**

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

**10.3.1 Unit Prices**

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



10.3.2 Lump Sum

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

10.3.3 Cost Plus Fee

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

**10.4 Cost of the Work**

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

10.4.1 Payroll Costs

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

10.4.2 Materials and Equipment Costs

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

10.4.3 Subcontractor Costs

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

#### 10.4.4 Special Consultant Costs

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

#### 10.4.5 Supplemental Costs

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

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

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

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

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

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

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

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

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

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

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

### **10.5.1 Costs of Officers and Executives**

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

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

10.5.2 Principal Office

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

10.5.3 Capital Expense

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

10.5.4 Bonds and Insurance

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

10.5.5 Costs Due to Negligence

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

10.5.6 Other Costs

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

**10.6 Contractor's Fee**

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

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

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

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

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

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

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

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

## **10.7 Itemized Cost Breakdown**

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

## **10.8 Cash Allowances**

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

### **10.8.1 Materials and Equipment**

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

10.8.2 Other Costs

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

10.8.3 Change Order

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

**10.9 Unit Price Work**

10.9.1 General

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

10.9.2 Overhead and Profit

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

10.9.3 Claim for Increase in Unit Price

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

**11. CHANGE OF CONTRACT TIME**

**11.1 Change Order**

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

**11.2 Justification for Time Extensions**

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

**11.3 Time Limits**

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

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

**12.1 Warranty and Guarantee**

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

**12.2 Access to Work**

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

## 12.3 Tests and Inspections

### 12.3.1 Timely Notice

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

### 12.3.2 Requirements and Responsibilities

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

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

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

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

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

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

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

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



#### 12.3.4 Covered Work

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

#### 12.3.5 CONTRACTOR'S Obligation

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

#### **12.4 OWNER May Stop the Work**

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

#### **12.5 Correction or Removal of Defective Work**

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

#### **12.6 One Year Correction Period**

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

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

**12.7 Acceptance of Defective Work**

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

**12.8 OWNER May Correct Defective Work**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **13.5 Partial Utilization**

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

## **13.6 Final Inspection**

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

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

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

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

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

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

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

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

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

**13.9 CONTRACTOR'S Continuing Obligation**

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

**13.10 Waiver of Claims**

The making and acceptance of final payment will constitute:

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

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

**14. SUSPENSION OF WORK AND TERMINATION**

**14.1 OWNER May Suspend Work**

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

## **14.2 OWNER May Terminate**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**14.3 CONTRACTOR'S Services Terminated**

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

**14.4 Payment After Termination**

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



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

**14.5 CONTRACTOR May Stop Work or Terminate**

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

**15. MISCELLANEOUS**

**15.1 Claims for Injury or Damage**

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

**15.2 Non-Discrimination in Employment**

The CONTRACTOR shall comply with the following requirements prohibiting discrimination:

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

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

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

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

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

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

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

**15.3 Temporary Street Closing or Blockage**

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

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

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

**15.5 Clean-up**

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

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

**15.6 General**

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

**15.7 Debris Disposal**

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

END OF SECTION

**PART V**  
**SPECIAL CONDITIONS**  
**INDEX**

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| 1 | BLASTING.....  | SC-2 |
| 2 | RISK MANAGEMENT PROVISIONS –<br>INSURANCE AND INDEMNIFICATION..... | SC-3 |
| 3 | WAGE SCALE (not required) .....                                    | SC-7 |

**1. BLASTING**

Blasting is not required and will not be 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.

**FINANCIAL RESPONSIBILITY**

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

**INSURANCE REQUIREMENTS**

YOUR ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW, AAND YOU MAY NEED TO CONFER WITH YOUR INSURANCE AGENTS, BROKERS, OR CARRIERS TO DETERMINE IN ADVANCE OF SUBMISSION OF A RESPONSE THE AVAILABILITY OF THE INSURANCE COVERAGES AND ENDORSEMENTS REQUIRED

HEREIN. IF YOU FAIL TO COMPLY WITH THE INSURANCE REQUIREMENTS BELOW, YOU MAY BE DISQUALIFIED FROM AWARD OF THE CONTRACT.

Required Insurance Coverage

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

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

The policies above shall contain the following conditions:

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

00425999

3. **WAGE SCALES** – The project cost estimate is \$240,000. Wage rates are not required and not included.

END OF SECTION

RECEIVED JUN 20 2014

PART VI

CONTRACT AGREEMENT

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

**PART VI****CONTRACT AGREEMENT**

THIS AGREEMENT, made on the 5th day of June, 2014, by and between **Lexington-Fayette Urban County Government**, acting herein called "OWNER" and **McNutt Construction Company**, doing business as (an individual) (a partnership) **(a corporation)** located in the City of Elizabethtown, County of Hardin, and State of Kentucky, hereinafter called "CONTRACTOR."

WITNESSETH: That the CONTRACTOR and the OWNER in consideration of **Two Hundred Thirty-Five Thousand One Hundred Fifty-Five no/100 Dollars and no Cents (\$235,155.00)** quoted in the proposal by the CONTRACTOR, dated April 18, 2014, hereby agree to commence and complete the construction described as follows:

**1. SCOPE OF WORK**

The CONTRACTOR shall furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, the General Conditions, and the Special Conditions of the Contract, the Specifications and Contract Documents therefore as prepared by GRW Engineers, Inc. for the Lexington-Fayette Urban County Government project.

**2. TIME OF COMPLETION**

The time period estimated and authorized by the OWNER for the proper execution of the Work by the Contract, in full, is hereby fixed as ninety (90) calendar days. The time shall begin ten (10) days after the CONTRACTOR is given the Notice to Proceed with the Work.

**3. ISSUANCE OF WORK ORDERS**

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

**4. THE CONTRACT SUM**

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

**5. PROGRESS PAYMENTS**

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

**6. ACCEPTANCE AND FINAL PAYMENT**

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

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

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

**7. THE CONTRACT DOCUMENTS**

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

**8. EXTRA WORK**

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

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

## SPECIFICATIONS

---

### Division 1 - General Requirements

|       |   |           |
|-------|---|-----------|
| 01120 | General Provisions                          | 1 thru 4  |
| 01205 | Labor Provisions – Kentucky                 | 1 thru 1  |
| 01230 | Alternates                                  | 1 thru 1  |
| 01270 | Basis of Measurement and Payment - Lump Sum | 1 thru 1  |
| 01310 | Project Coordination                        | 1 thru 2  |
| 01320 | Progress Schedules                          | 1 thru 3  |
| 01340 | Shop Drawings, Product Data and Samples     | 1 thru 6  |
| 01420 | Definitions and Standards                   | 1 thru 17 |
| 01450 | Quality Control Services                    | 1 thru 3  |
| 01500 | Temporary Facilities and Controls           | 1 thru 9  |
| 01631 | Products and Substitutions                  | 1 thru 6  |
| 01731 | Cutting and Patching                        | 1 thru 4  |
| 01740 | Cleaning                                    | 1 thru 2  |
| 01770 | Project Closeout                            | 1 thru 3  |
| 01782 | Warranties and Bonds                        | 1 thru 3  |
| 01785 | Project Record Documents                    | 1 thru 2  |

### Division 4 – Masonry

|       |                             |           |
|-------|-----------------------------|-----------|
| 04012 | Maintenance of Unit Masonry | 1 thru 15 |
| 04200 | Unit Masonry                | 1 thru 10 |

### Division 7 – Thermal & Moisture Protection

|       |                               |           |
|-------|-------------------------------|-----------|
| 07115 | Bituminous Dampproofing       | 1 thru 3  |
| 07190 | Water Repellants              | 1 thru 14 |
| 07210 | Building Insulation           | 1 thru 4  |
| 07620 | Sheet Metal Flashing and Trim | 1 thru 4  |
| 07920 | Joint Sealants                | 1 thru 6  |

### Division 9 – Finishes

|       |          |          |
|-------|----------|----------|
| 09900 | Painting | 1 thru 7 |
|-------|----------|----------|

**APPENDIX A      Standard Drawings**

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|          |  |         |
|----------|--|---------|
| CS       | COVERSHEET   | 02/2014 |
| G-00-001 | ARCHITECTURAL ABBREVIATIONS & SYMBOLS                | 02/2014 |
| A-02-101 | BLDG. 2 – FLOOR PLAN                                 | 02/2014 |
| A-02-201 | BLDG. 2 – EXTERIOR ELEVATIONS                        | 02/2014 |
| A-03-101 | BLDG. 3 – PERIMETER FLOOR PLAN                       | 02/2014 |
| A-03-201 | BLDG. 3 – EXTERIOR ELEVATIONS                        | 02/2014 |
| A-03-202 | BLDG. 3 – EXTERIOR ELEVATIONS                        | 02/2014 |
| A-08-101 | BLDG. 8 – FLOOR PLANS / EXTERIOR ELEVATIONS          | 02/2014 |
| A-10-101 | BLDG. 10 – EXISTING FLOOR PLAN – DEMOLITION          | 02/2014 |
| A-10-201 | BLDG. 10 – EXISTING EXTERIOR ELEVATIONS – DEMOLITION | 02/2014 |
| A-10-202 | BLDG. 10 – EXTERIOR ELEVATIONS – NEW CONSTRUCTION    | 02/2014 |
| A-10-401 | BLDG. 10 – ENLARGED EXT. ELEV.'S – NEW CONSTRUCTION  | 02/2014 |
| A-11-101 | BLDG. 11 – FLOOR PLANS / EXTERIOR ELEVATIONS         | 02/2014 |
| A-12-101 | BLDG. 12 – FLOOR PLAN                                | 02/2014 |
| A-12-201 | BLDG. 12 – EXTERIOR ELEVATIONS                       | 02/2014 |

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:

Matthew D. Mally Deputy  
Clerk of the Urban County Council

BY: [Signature]  
MAYOR

[Signature]  
(Witness)

[Signature]  
(Title)

(Seal)

McNutt Construction, Company  
(Contractor)

[Signature]  
(Secretary)\*

BY: [Signature]

[Signature]  
(Witness)

Vice President  
(Title)

P.O. Box 431  
Elizabethtown, KY 42701

(Address and Zip Code)

IMPORTANT: \*Strike out any non-applicable terms.

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



**PART VII**

**PERFORMANCE AND PAYMENT BONDS**

1. PERFORMANCE BOND
2. PAYMENT BOND

# CNA SURETY

## Performance Bond

Bond 58716900

**CONTRACTOR:**

*(Name, legal status and address)*

McNutt Construction Company  
P.O. Box 431  
Elizabethtown, KY 42702

**SURETY:** Western Surety Company: South Dakota Corporation

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

333 S. Wabash Avenue  
41st Floor  
Chicago, IL 60604

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

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

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

**OWNER:**

*(Name, legal status and address)*

Lexington-Fayette Urban County Government  
200 East Main Street  
3rd Floor, Room 338  
Lexington, KY 40507

**CONSTRUCTION CONTRACT**

Date: June 6, 2014

Amount: \$235,155.00

Description:

*(Name and location)*

Bid 70-2014 Exterior Masonry Repair West Hickman WWTP

**BOND**

Date: June 6, 2014

*(Not earlier than Construction Contract Date)*

Amount: \$235,155.00

Modifications to this Bond:  None

See Section 16

**CONTRACTOR AS PRINCIPAL**

Company: *(Corporate Seal)*  
McNitt Construction Company

**SURETY**

Company: *(Corporate Seal)*  
Western Surety Company

Signature: *Lisa Thomas*

Name Lisa Thomas  
and Title: Vice President

Signature: *Michell Craig*

Name Michell Craig  
and Title: Attorney-In-Fact

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

*(FOR INFORMATION ONLY — Name, address and telephone)*

**AGENT or BROKER:**

Edward Frank Co. Inc.  
900 Envoy Circle  
Louisville, KY 40299  
502-589-4444

**OWNER'S REPRESENTATIVE:**

*(Architect, Engineer or other party:)*

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

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

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

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

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

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

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

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

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

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

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

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

§ 16 Modifications to this bond are as follows:

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

**CONTRACTOR AS PRINCIPAL**

**SURETY**

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

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

Signature: \_\_\_\_\_  
Name and Title:  
Address

Signature: \_\_\_\_\_  
Name and Title:  
Address

**CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.**

# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Steven E Frank, David Cooper, Andrea Kayrouz, Sandra M Bryant, Michell Craig, Gregory Wayne Brenzel, Individually**

of Louisville, KY, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

### - In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 30th day of April, 2013.



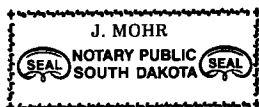
WESTERN SURETY COMPANY

Paul T. Bruflat  
Paul T. Bruflat, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 30th day of April, 2013, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires  
June 23, 2015



J. Mohr  
J. Mohr, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 6 day of June 2014.



WESTERN SURETY COMPANY

L. Nelson  
L. Nelson, Assistant Secretary

**Authorizing By-Law**

**ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY**

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

# CNA SURETY

## Payment Bond

Bond 58716900

### CONTRACTOR:

(Name, legal status and address)

McNutt Construction Company  
P.O. Box 431  
Elizabethtown, KY 42702

**SURETY:** Western Surety Company: South Dakota Corporation

(Name, legal status and principal place of business)

333 S. Wabash Avenue  
41st Floor  
Chicago, IL 60604

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

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

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

### OWNER:

(Name, legal status and address)

Lexington-Fayette Urban County Government  
200 East Main Street  
3rd Floor, Room 338  
Lexington, KY 40507

### CONSTRUCTION CONTRACT

Date: June 6, 2014

Amount: \$235,155.00

Description:

(Name and location)

Bid 70-2014 Exterior Masonry Repair West Hickman WWTP

### BOND

Date: June 6, 2014

(Not earlier than Construction Contract Date)

Amount: \$235,155.00

Modifications to this Bond:  None

See Section 18

### CONTRACTOR AS PRINCIPAL

Company:

McNutt Construction Company

(Corporate Seal)

### SURETY

Company:

Western Surety Company

(Corporate Seal)

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

Name Lisa Thomas

and Title: Vice President

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

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

Name Mitchell Craig

and Title: Attorney-In-Fact

(FOR INFORMATION ONLY — Name, address and telephone)

### AGENT or BROKER:

Edward Frank Co. Inc.  
900 Envoy Circle  
Louisville, KY 40299  
502-589-4444

### OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

**§ 1** The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner 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**

**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 not be obscured.**

---

*Printed in cooperation with the American Institute of Architects (AIA).*

*The language in this document conforms exactly to the language used in AIA Document A312 - Payment Bond - 2010 Edition.*

# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Steven E Frank, David Cooper, Andrea Kayrouz, Sandra M Bryant, Michell Craig, Gregory Wayne Brenzel, Individually**

of Louisville, KY, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

**- In Unlimited Amounts -**

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 30th day of April, 2013.



WESTERN SURETY COMPANY

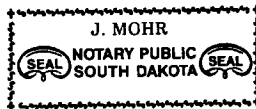
Paul T. Bruflat  
Paul T. Bruflat, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 30th day of April, 2013, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2015



J. Mohr  
J. Mohr, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 6 day of June, 2014.



WESTERN SURETY COMPANY

L. Nelson  
L. Nelson, Assistant Secretary

**Authorizing By-Law**

**ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY**

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.



RECEIVED JUN 11 2014

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
5/1/2014

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

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

|  |  |   |  |
|--|--|---|--|
| <b>PRODUCER</b><br>Edward Frank Co., Inc.<br>900 Envoy Circle<br><br>Louisville KY 40299 |  | <b>CONTACT NAME:</b> Michell Craig<br><b>PHONE (A/C No. Ext):</b> (502) 589-4444<br><b>E-MAIL ADDRESS:</b> mcraig@edwardfrank.com<br><b>FAX (A/C No.):</b> (502) 495-2963   |  |
| <b>INSURED</b><br>McNutt Construction Co<br>Po Box 431<br><br>Elizabethtown KY 42702     |  | <b>INSURER(S) AFFORDING COVERAGE</b><br><b>INSURER A:</b> Motorist Mutual Insurance Co NAIC # 14621<br><b>INSURER B:</b> Associated General Contractors<br><b>INSURER C:</b><br><b>INSURER D:</b><br><b>INSURER E:</b><br><b>INSURER F:</b> |  |

## COVERAGES

CERTIFICATE NUMBER: 2014

REVISION NUMBER:

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

| INSR LTR   | TYPE OF INSURANCE   | ADDL INSR | SUBR WVD | POLICY NUMBER                            | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS  |
|--|---|-----------|----------|--|-------------------------|-------------------------|---|
| A  | GENERAL LIABILITY   |           |          | 3323512530                               | 1/1/2014                | 1/1/2015                | EACH OCCURRENCE \$ 1,000,000  |
|  | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY  | X         |          |  |                         |                         | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000                                    |
|  | <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR                                      |           |          |  |                         |                         | MED EXP (Any one person) \$ 5,000   |
|  |   |           |          |  |                         |                         | PERSONAL & ADV INJURY \$ 1,000,000  |
| GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC | GENERAL AGGREGATE \$ 2,000,000  |           |          |  |                         |                         |   |
| A  | AUTOMOBILE LIABILITY  |           |          | 3323512530                               | 1/1/2014                | 1/1/2015                | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000  |
|  | <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS  | X         |          |  |                         |                         | BODILY INJURY (Per person) \$   |
|  | <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS |           |          |  |                         |                         | BODILY INJURY (Per accident) \$   |
|  |   |           |          |  |                         |                         | PROPERTY DAMAGE (Per accident) \$   |
|  | PIP-Basic \$ 10,000   |           |          |  |                         |                         |   |
| A  | UMBRELLA LIAB   |           |          | 3323512530                               | 1/1/2014                | 1/1/2015                | EACH OCCURRENCE \$  |
|  | EXCESS LIAB   |           |          |  |                         |                         | AGGREGATE \$  |
|  | DED RETENTION \$  |           |          |  |                         |                         | \$  |
| B  | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY   |           |          | 622                                      | 1/1/2014                | 12/31/2014              | <input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER |
|  | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N <input type="checkbox"/>            | N/A       |          |  |                         |                         | E.L. EACH ACCIDENT \$ 4,000,000   |
|  | If yes, describe under DESCRIPTION OF OPERATIONS below  |           |          |  |                         |                         | E.L. DISEASE - EA EMPLOYEE \$ 4,000,000   |
|  |   |           |          | E.L. DISEASE - POLICY LIMIT \$ 4,000,000 |                         |                         |   |
| A  | Inland Marine   |           |          | 3323512530                               | 01/0/2014               | 01/01/2015              | Leased, Rented or Borrowed Equipment \$50,000   |

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


Re: Bid 70-2014 Exterior Masonry Repair West Hickman WWTP

Lexington-Fayette Urban County Government is listed as an additional insured with respects to Commercial General Liability and Commercial Auto Liability. The insurance is primary and non-contributory for the benefit of the additional insured.

Should the about described policy be cancelled before the expiration date thereof, the issuing insurer shall mail 30 days written notice to the certificate holder named with the exception of cancellation for non-payment of premium. A 10 day written notice of cancellation for non-payment of premium will be sent.

## CERTIFICATE HOLDER

## CANCELLATION

|  |  |
|--|--|
| Lexington-Fayette Urban County Government<br>200 East Main Street<br>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.<br><br>AUTHORIZED REPRESENTATIVE<br><br>David Cooper/MCRAIG  |
|--|--|

ACORD 25 (2010/05)

INS025 (201005).01

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
5/1/2014

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

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

|  |  |   |  |
|--|--|---|--|
| <b>PRODUCER</b><br>Edward Frank Co., Inc.<br>900 Envoy Circle<br><br>Louisville KY 40299 |  | <b>CONTACT NAME:</b> Michell Craig<br><b>PHONE (A/C No. Ext):</b> (502) 589-4444 <b>FAX (A/C No.):</b> (502) 495-2963<br><b>E-MAIL ADDRESS:</b> mcraig@edwardfrank.com  |  |
| <b>INSURED</b><br>McNutt Construction Co<br>Po Box 431<br><br>Elizabethtown KY 42702     |  | <b>INSURER(S) AFFORDING COVERAGE</b> <b>NAIC #</b><br>INSURER A Motorist Mutual Insurance Co      14621<br>INSURER B Associated General Contractors<br>INSURER C :<br>INSURER D :<br>INSURER E :<br>INSURER F : |  |


**COVERAGES**      **CERTIFICATE NUMBER: 2014**      **REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE   | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS   |
|----------|---|-----------|----------|---------------|-------------------------|-------------------------|--|
| A        | <b>GENERAL LIABILITY</b><br><input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | X         |          | 3323512530    | 1/1/2014                | 1/1/2015                | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000<br>MED EXP (Any one person) \$ 5,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 2,000,000 |
|          | <b>AUTOMOBILE LIABILITY</b><br><input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS  |           |          |               |                         |                         | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>PIP-Basic \$ 10,000   |
| A        | <input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br>DED    RETENTION \$   |           |          | 3323512530    | 1/1/2014                | 1/1/2015                | EACH OCCURRENCE \$<br>AGGREGATE \$   |
| B        | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below   |           | N/A      | 622           | 1/1/2014                | 12/31/2014              | <input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$ 4,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 4,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 4,000,000                       |
| A        | <b>Inland Marine</b>  |           |          | 3323512530    | 01/0/2014               | 01/01/2015              | Leased, Rented or Borrowed Equipment \$50,000  |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
**Exterior Masonry Repairs**  
 Bldg's 02, 03, 08, 10, 11, and 12  
 West Hickman WWTP  
 Lexington-Fayette County, Kentucky

**CERTIFICATE HOLDER**      **CANCELLATION**

|  |  |
|--|--|
| Lexington-Fayette Urban County Government<br>200 East Main Street<br>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.<br><br>AUTHORIZED REPRESENTATIVE<br><br>David Cooper/MCRAIG  |
|--|--|



Lexington-Fayette Urban County Government  
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Gray  
Mayor

William O'Mara  
Commissioner

**ADDENDUM #1**

Bid Number: **70-2014**

Date: April 14, 2014

Subject: **West Hickman WWTP Masonry Repair**

Please address inquiries to:  
Sondra Stone  
859.258.3324

**TO ALL PROSPECTIVE BIDDERS:**

Please be advised of the following clarifications to the above referenced bid:

| <b>Questions</b>  | <b>Answers</b>   |
|---|--|
| 1. Will certified payroll be required on this project?  | No, certified payroll will not be required. Wage rates are not required on the project.  |
| 2. Will you be extending the time duration on this project?   | Refer to Part VI Contract Agreement / Item 2. Revise "ninety (90) calendar days" to read as "one hundred twenty (120) calendar days".                                  |
| 3. Please confirm that the tanks attached to building #2 are not in the scope of work.  | The tanks attached to Bldg. 2 are not included in this masonry project. Please refer to drawing sheets A-02-101 and A-02-201 for masonry project extents.              |
| 4. Are the concrete tanks and concrete deck attached to building #8 included in the scope of work?  | The concrete tanks and concrete deck attached to Bldg. 8 are not included in this masonry project. Please refer to drawing sheet A-08-101 for masonry project extents. |
| 5. On building 10 - what are the limits of the masonry demolition - specifically how far back will the new masonry extend?  | Refer to drawing sheet A-10-101 enlarged floor plans 2 and 3 for extent of existing masonry to be demolished.  |
| 6. During the pre-con it was suggested that the tanks on building #12 will be drawn down as the contractor works around the building. Will this method of work still be approved by the WWTP? | The concrete tanks at Building #12 will be drained, one at a time. One basin will be required to remain in service at all times.                                       |

- 1) General: Contractor shall provide a lift with a trained operator during final review of work completed at each individual building.
- 2) Refer to Part VI Contract Agreement / Item 2. Revise "ninety (90) calendar days" to read as "one hundred twenty (120) calendar days".
- 3) Refer to specification section 04012 / 3.11 / C / 3.
  - a. Delete line item 'a'.
  - b. Add the following to line item 'b': "1.) Submit quality-control program to A/E Consultant for review and approval."
- 4) Clarification: Provide the following amount of re-pointing @ Bldg. 10 in the base bid:
  - a. North Elevation: 231 SF
  - b. South Elevation: 210 SF
- 5) Provide Unit Price for "Removal and reinstallation of individual brick".
- 6) Pre-bid sign-in sheet is attached.




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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: McNutt Construction Co

ADDRESS: P.O. Box 431, Elizabethtown, KY, 42702

SIGNATURE OF BIDDER: Mark McNutt, President





**PART IX**  
**TECHNICAL SPECIFICATIONS**  
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## APPENDIX A - SCHEDULE OF DRAWINGS

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| CS       | COVERSHEET   | 02/2014 |
| G-00-001 | ARCHITECTURAL ABBREVIATIONS & SYMBOLS                  | 02/2014 |
| A-02-101 | BLDG. 2 – FLOOR PLAN                                   | 02/2014 |
| A-02-201 | BLDG. 2 – EXTERIOR ELEVATIONS                          | 02/2014 |
| A-03-101 | BLDG. 3 – PERIMETER FLOOR PLAN                         | 02/2014 |
| A-03-201 | BLDG. 3 – EXTERIOR ELEVATIONS                          | 02/2014 |
| A-03-202 | BLDG. 3 – EXTERIOR ELEVATIONS                          | 02/2014 |
| A-08-101 | BLDG. 8 – FLOOR PLANS / EXTERIOR ELEVATIONS            | 02/2014 |
| A-10-101 | BLDG. 10 – EXISTING FLOOR PLAN – DEMOLITION            | 02/2014 |
| A-10-201 | BLDG. 10 – EXISTING EXTERIOR ELEVATIONS – DEMOLITION   | 02/2014 |
| A-10-202 | BLDG. 10 – EXTERIOR ELEVATIONS – NEW CONSTRUCTION      | 02/2014 |
| A-10-401 | BLDG. 10 – ENLARGED EXT. ELEVATIONS – NEW CONSTRUCTION | 02/2014 |
| A-11-101 | BLDG. 11 – FLOOR PLANS / EXTERIOR ELEVATIONS           | 02/2014 |
| A-12-101 | BLDG. 12 – FLOOR PLAN                                  | 02/2014 |
| A-12-201 | BLDG. 12 – EXTERIOR ELEVATIONS                         | 02/2014 |

## **SECTION 01120 - GENERAL PROVISIONS**

### **PART 1 - GENERAL**

#### **1.01 DESIGNATION OF PARTIES**

- A. All references in the Specifications, Contract Documents and Drawings to "Owner" shall mean Lexington-Fayette Urban County Government; all references to "Engineer" shall mean GRW Engineers, Inc., 801 Corporate Drive, Lexington, Kentucky 40503.

#### **1.02 EXPERIENCE CLAUSE**

- A. Wherever experience is required of equipment manufacturers in manufacturing or in records of satisfactory operation for a specified period of time, in lieu of the experience, the manufacturer may furnish a 100 percent (100%) performance guarantee bond or a cash deposit. The bond or cash deposit provided by the manufacturer shall guarantee replacement of the equipment process in the event of failure or unsatisfactory service. The period of time for which the bond or cash deposit is required shall be the same as the experience period of time specified.

#### **1.03 PRE-CONSTRUCTION CONFERENCE**

- A. The Contractor, Engineer and Owner, or their duly appointed representative, shall meet in a preconstruction conference prior to the initiation of construction to organize, schedule and determine responsibilities for the work as it pertains to each party of the Contract.

#### **1.04 CONSTRUCTION SCHEDULE CHART**

- A. Prior to start of any construction, the Contractor shall furnish a construction schedule or progress chart. The schedule or chart shall be subject to the approval of the Engineer, and be of sufficient detail to show the chronological relationship of all activities of the project, the order in which the Contractor proposes to carry on the work, estimated starting and completion dates of major features, procurement of materials, and scheduling of equipment. The schedule shall be in a form suitable for appropriately indicating the percentage of work scheduled for completion at any time. The schedule shall be kept current and shall reflect completion of all work under the Contract within the specified time and in accordance with these Specifications.

#### **1.05 CONSTRUCTION PROGRESS MEETINGS**

- A. Monthly construction progress meetings shall be held at the project site or at a designated location established by the Owner. The Contractor, appropriate Sub-Contractors, the Engineer and the Owner shall meet to review construction progress, equipment or material submittals, construction schedules, etc.

## **1.06 PRECONSTRUCTION PHOTOGRAPHS**

- A. Prior to construction and mobilization of equipment, Contractor shall take record photographs of all areas of the project site.
- B. In lieu of photographs, a videographic record may be made of the project site.

## **1.07 CLEANING**

- A. The Contractor shall at all times keep the construction site and the surrounding area presentable to the public, and clean of rubbish caused by the Contractor's operation. At completion of the work, the Contractor shall remove all the rubbish, all tools, equipment, temporary work and surplus materials, from and about the premises, and shall leave the site clean and ready for use.
- B. After completion of all work and before final acceptance of the work, the Contractor shall thoroughly clean all equipment and materials and shall remove all foreign matter such as grease, dirt, plaster, labels, stickers, etc., from the exterior of the piping, equipment and all associated fabrication.
- C. All waste and excess materials shall be disposed of off the project site and at no additional expense to the Owner. In no case shall waste materials (any removed concrete, piping, equipment, etc.) be buried on the site. Burning is not permitted.
- D. Upon completion of the project, the Contractor is responsible for leaving the project site in as good as or better condition than the original. This includes site grading, landscaping, replacement of sidewalks, driveways, curbs, mailboxes, clotheslines, fences, etc. and removal of all construction debris.

## **1.08 TAXES**

- A. Proposals shall be made to include any applicable taxes on payrolls, materials, equipment, vehicles, utilities, etc., including State sales taxes and shall include compensation for such taxes on all work under this Contract.

## **1.09 COMPLIANCE WITH SAFETY REGULATIONS**

- A. The equipment items furnished shall comply with all governing federal and state laws regarding safety, including all current requirements of the Occupational Safety and Health Act (OSHA). Contractor shall be solely responsible for job safety in accordance with all laws, regulations, methods, etc. of OSHA and the state.

## **1.10 STORAGE FACILITIES**

- A. The Contractor shall be responsible for proper and adequate storage of all materials and equipment used on the site. Any additional off-site space required for construction purposes shall be the Contractor's responsibility to obtain.
- B. Upon completion of the work, the Contractor shall remove all storage facilities, surplus materials and equipment and restore the site to its original condition, or to the finished condition as required by the Contract.

### **1.11 STANDARDS OF WORKMANSHIP**

- A. Work of all crafts and trades shall be laid out to lines and elevations as established by the Contractor from the Drawings or from instructions by the Engineer. Unless otherwise shown, all work shall be plumb and level, in straight lines and true planes, parallel or square to the established lines and levels. The work shall be accurately measured and fitted to tolerance as established by the best practices of the crafts and trades involved, and shall be as required to fit all parts of the work carefully and neatly together.

### **1.12 PERFORMANCE AND PAYMENT BONDS**

- A. Performance and payment bonds, as specified in of the General Conditions, shall run for a period of one (1) year after final acceptance of the work by the Owner. These bonds shall be executed on the forms provided as a part of the Contract Documents.

### **1.13 GUARANTY**

- A. Except as otherwise specified herein, the Contractor shall guarantee all work from latent defects in materials, equipment and workmanship for one (1) year from the date of final completion of the Contract. The date of final completion shall be that date upon which the final estimate is approved by the Owner or the date of substantial completion as defined in Section 01770 of the technical Specifications. In case any date but the date of final completion is established to govern the time of the Guaranty, such date shall be duly recorded together with the terms and conditions of such agreement.
- B. The Contractor agrees that he will obtain from the manufacturers of equipment and materials furnished under this Contract, guarantees against defective materials and workmanship, and if those guarantees furnished by the manufacturer do not extend for the term of one (1) year from and after the date upon which the final estimate is formally approved by the Owner or other established date as set forth hereinbefore, he shall make the necessary arrangements and assume all cost for extending this guarantee for the required period.
- C. The Contractor shall promptly make such repairs or replacement as may be required under the above specified guarantee, and, when the repairs or replacements involve one or more items of installed equipment, shall provide the services of qualified factory-trained servicemen in the employ of the equipment manufacturers to perform or supervise the repairs or replacements.
- D. When the Engineer or the Owner deems it necessary, and so orders, such replacements or repairs under this section shall be undertaken by the Contractor within twenty-four (24) hours after service of notice. If the Contractor unnecessarily delays or fails to make the ordered replacements or repairs within the time specified, or if any replacements or repairs are of such nature as not to admit of the delay incident to the service of a notice, then the Owner shall have the right to make such replacements or repairs, and the expense thereof shall be paid by the Contractor or deducted from any moneys due the Contractor.
- E. The Performance Bond shall remain in full force and effect throughout the Guaranty period.

- F. All warranties and guarantees remaining in effect at and beyond the Guaranty expiration date shall be relinquished and transferred to the Owner. Copies of such warranty/guaranty shall be submitted to the Engineer prior to date of the start of the guaranty period.

**1.14 OPINION OF COST**

- A. The Architect's opinion of cost is \$240,000.

**PART 2 - PRODUCTS (Not Applicable)**

**PART 3 - EXECUTION (Not Applicable)**

END OF SECTION

**SECTION 01205 - LABOR PROVISIONS - KENTUCKY**

**PART 1 - GENERAL**

**1.01 HOURS OF WORK**

- A. The Contractor shall comply in every respect to all provisions of the Kentucky Revised Statutes 337.505 to 337.550.
- B. Hours of work shall be as set out in KRS 337.550; that is, not more than eight (8) hours in one calendar day, nor more than forty (40) hours in one week, except in case of emergency caused by fire, flood or damage to life or property.
- C. The provisions included under KRS 337.540 concerning a 10-hour workday may be allowed if Owner is in agreement.
- D. Any laborer, workman, mechanic, helper, assistant or apprentice working in excess of eight (8) hours per day or forty (40) hours in one week except in case of emergency, shall be paid not less than 1-1/2 times the base rate.
- E. Any overtime work (greater than 40 hours in one week) shall require the Contractor to reimburse the Owner for additional resident inspection costs at an hourly rate times 1-1/2 overtime multiplier.

**1.02 PREVAILING WAGE REQUIREMENT**

- A. In accordance with Kentucky Revised Statutes 337.510, Kentucky State Prevailing Wage Rates shall be in effect for all contracts with an estimated value in excess of \$250,000.
- B. Required Wage Rates shall be as specified in Section 00880 APrevailing Wage Rate Requirements.”

**PART 2 - PRODUCTS (Not Applicable)**

**PART 3 - EXECUTION (Not Applicable)**

END OF SECTION



## **SECTION 01230 - ALTERNATES**

### **PART 1 - GENERAL**

#### **1.01 DESCRIPTION OF REQUIREMENTS**

- A. Definition: An alternate is an amount proposed by Bidders and stated on the Bid Form which will be added to or deducted from the Base Bid amount if the Owner decides to accept a corresponding change in either scope of work or in products, materials, equipment, systems or installation methods described in the Contract Documents.
- B. Coordination: Coordinate related work and modify or adjust adjacent work as required to ensure that work affected by each accepted alternate is complete and fully integrated into the project. The Contractor shall be responsible for all such costs.
- C. Notification: Immediately following award of Contract, prepare and distribute to each party involved, notification of the status of each alternate. Indicate whether alternates have been accepted, rejected or deferred for consideration at a later date. Include a complete description of negotiated modifications to alternates, if any.
- D. Schedule: A "Schedule of Alternates" has been incorporated into the Bid Form for preparation by the Bidders. Individual Specification sections contain requirements for materials and methods necessary to achieve the work described for each alternate. Include as part of each alternate, miscellaneous devices, appurtenances and similar items incidental to or required for a complete installation whether or not mentioned as part of the alternate.

#### **1.02 RELATED DOCUMENTS**

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division-1 Specification sections, apply to work of this section.

### **PART 2 - PRODUCTS (Not Applicable)**

### **PART 3 - EXECUTION (Not Applicable)**

END OF SECTION

## **SECTION 01270 - BASIS OF MEASUREMENT AND PAYMENT-UNIT PRICE**

### **PART 1 - GENERAL**

#### **1.01 SCOPE OF WORK**

- A. The Contractor shall furnish all necessary labor, machinery, tools, apparatus, equipment, materials, service and other necessary supplies and perform all work shown on the Drawings and/or described in the specifications and Contract documents at the unit prices for items in the following paragraphs.
- B. The Bidder declares that he has examined the site of the work and informed himself fully in regard to all conditions pertaining to the place where the work is to be done; that he has examined the plans, specification and Contract documents for the work, and has read all special provisions furnished prior to the opening of bids; and that he has further satisfied himself relative to the work to be performed. The Bidder further declares that he understands that unit quantities shown in the Proposal are approximately only, are subject to increase or decrease, and that, should the quantities of any of the items be decreased, the Bidder will make no claim for the anticipated profits. In addition, the Owner also reserves the right to adjust quantities, either by addition or deletion and as-BID unit price shall remain in effect for these quantity adjustments.
- C. Additional work unit prices indicated in the bid schedule are optional work items that are over and above the scope of work indicated on the drawings and in the specifications that may or may not be awarded to the Contractor by the Owner. These unit price items are not specifically shown on the Drawings for each building.

#### **1.02 BUILDING REPAIR**

- A. Payment for building repair will be made at the Contract lump sum price for each building, complete in place. This cost will include all material, labor, equipment, and other services required to repair the building in accordance with the Drawings and Detailed Specifications for each building.

#### **1.03 ADDITIONAL BRICK MASONRY VENEER**

- A. Payment for additional brick masonry veneer will be made at the Contract unit price per square foot, complete in place. This cost will include all material, labor, equipment, and other services required to install brick masonry veneer in accordance with the Detailed Specifications.

#### **1.04 ADDITIONAL 3-5/8" STANDARD CMU MASONRY VENEER**

- A. Payment for additional 3-5/8" standard masonry veneer will be made at the Contract unit price per square foot, complete in place. This cost will include all material, labor, equipment, and other services required to install additional 3-5/8" standard CMU masonry veneer in accordance with the Detailed Specifications.

**1.05 ADDITIONAL MASONRY CLEANING**

- A. Payment for additional masonry cleaning will be made at the Contract unit price per square foot, complete in place. This cost will include all material, labor, equipment, and other services required to clean additional masonry in accordance with the Detailed Specifications.

**1.06 ADDITIONAL BRICK MASONRY REPOINTING**

- A. Payment for additional brick masonry repointing will be made at the Contract unit price per square foot, complete in place. This cost will include all material, labor, equipment, and other services required to perform additional brick masonry repointing in accordance with the Detailed Specifications.

**1.07 ADDITIONAL BITUMINOUS DAMPROOFING**

- A. Payment for additional bituminous damproofing will be made at the Contract unit price per square foot, complete in place. This cost will include all material, labor, equipment, and other services required to install additional bituminous damproofing in accordance with the Drawings and Detailed Specifications.

**1.08 ADDITIONAL 2" (T) RIGID INSULATION**

- A. Payment for additional 2" rigid insulation will be made at the Contract unit price per square foot, complete in place. This cost will include all material, labor, equipment, and other services required to install additional 2" rigid insulation in accordance with the Drawings and Detailed Specifications.

**1.09 ADDITIONAL SAW CUT AND INSTALL OF NEW CONTROL JOINTS**

- A. Payment for additional saw cut and install of new control joints will be made at the Contract unit price per linear foot, complete in place. This cost will include all material, labor, equipment, and other services required to saw cut and install new control joints in accordance with the Drawings and Detailed Specifications.

**1.10 PAY ITEMS**

- A. The items listed hereinbefore refer to and are the same items listed in the PROPOSAL, and constitute all of the pay items in this Contract. Any other items of work listed in the Specifications or shown on the Drawings shall be considered incidental to the above items.

**PART 2 - PRODUCTS (Not Applicable)**

**PART 3 - EXECUTION (Not Applicable)**

END OF SECTION

## **SECTION 01310 - PROJECT COORDINATION**

### **PART 1 - GENERAL**

#### **1.01 DESCRIPTION OF REQUIREMENTS**

Minimum administrative and supervisory requirements necessary for coordination of work on the project include but are not necessarily limited to the following:

- A. Coordination and meetings.
- B. Limitations for use of site.
- C. Coordination of crafts, trades and subcontractors.
- D. General installation provisions.
- E. Cleaning and protection.
- F. Conservation and salvage.

#### **1.02 RELATED DOCUMENTS**

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division-1 Specification sections, apply to work of this section.

#### **1.03 COORDINATION AND MEETINGS**

- A. Monthly general project coordination meetings will be held at regularly scheduled times convenient for all parties involved. These meetings are in addition to specific meetings held for other purposes, such as regular project meetings and special pre-installation meetings. Representation at each meeting by every party currently involved in coordination or planning for the work of the entire project is requested. Meetings shall be conducted in a manner which will resolve coordination problems. Results of the meeting shall be recorded and copies distributed to everyone in attendance and to others affected by decisions or actions resulting from each meeting.

#### **1.04 LIMITATIONS ON USE OF THE SITE**

- A. Limitations on site usage as well as specific requirements that impact site utilization are indicated on the drawings and by other contract documents. In addition to these limitations and requirements, allocation of available space shall be administered equitably among entities needing both access and space so as to produce the best overall efficiency in performance of the total work of the project. Schedule deliveries so as to minimize space and time requirements for storage of materials and equipment on site.

## **1.05 COORDINATION OF CRAFTS, TRADES AND SUBCONTRACTORS**

- A. The Contractor shall coordinate the work of all the crafts, trades and subcontractors engaged on the work, and he shall have final responsibility as regards the schedule, workmanship and completeness of each and all parts of the work.
- B. All crafts, trades and subcontractors shall be made to cooperate with each other and with others as they may be involved in the installation of work which adjoins, incorporates, precedes or follows the work of another. It shall be the Contractor's responsibility to point out areas of cooperation prior to the execution of subcontractor agreements and the assignment of the parts of the work. Each craft, trade and subcontractor shall be made responsible to the Owner, for furnishing embedded items and giving directions, for doing all cutting and fitting and making all provisions for accommodating the work, and for protecting, patching, repairing and cleaning as required to satisfactorily perform the work.
- C. The Contractor shall be responsible for all cutting, digging and other action of his subcontractors and workmen. Where such action impairs the safety or function of any structure or component of the project, the Contractor shall make such repairs, alterations and additions as will, in the opinion of the Engineer, bring said structure or component back to its original design condition at no additional cost to the Owner.
- D. Each subcontractor is expected to be familiar with the General Requirements and all sections of the detailed Specifications for all other trades and to study all Drawings applicable to his work including Architectural and Structural Drawings, to the end that complete coordination between trades will be effected. Consult with the Engineer if conflicts exist on the Drawings.
- E. Special attention shall be given to points where ducts or piping must cross other ducts or piping, where lighting fixtures must be recessed in ceilings and where ducts, piping and conduits must fit into walls and columns. It shall be the responsibility of such subcontractor to leave the necessary room for other trades.
- F. No extra compensation will be allowed to cover the cost of removing piping, conduit, ducts, etc., or equipment found encroaching on space required by others.

### **PART 2 - PRODUCTS (Not Applicable)**

### **PART 3 - EXECUTION (Not Applicable)**

END OF SECTION

## SECTION 01320 - PROGRESS SCHEDULES

### PART 1 - GENERAL

#### 1.01 DESCRIPTION OF REQUIREMENTS

A. Scheduling Responsibilities:

1. In order to provide a definitive basis for determining job progress, a construction schedule of a type approved by the Owner will be used to monitor the project.
2. The Contractor shall be responsible for preparing the schedule and updating on a monthly basis. It shall at all times remain the Contractor's responsibility to schedule and direct his forces in a manner that will allow for the completion of the work within the contractual period.

B. Construction Hours:

1. No work shall be done between 6:00 p.m. and 7:00 a.m. nor on Saturdays, Sundays or legal holidays without the prior written permission of the Owner. However, emergency work may be done without prior written permission.
2. If the Contractor, for his convenience and at his own expense, should desire to carry on his work at night or outside the regular hours, he shall submit a written request to the Engineer and shall allow nine (9) days for satisfactory arrangements to be made for inspecting the work in progress. If permission is granted, the Contractor shall light the different parts of the project as required to comply with all applicable federal, state, and local regulations. The Contractor shall also revise his schedule as appropriate at the next monthly schedule update meeting to reflect the changes in working hours.

C. Progress of the Work:

1. The work shall be started within ten (10) days following the Notice to Proceed and shall be executed with such progress as may be required to prevent delay to other Contractors or to the general completion of the project. The work shall be executed at such times and in or on such parts of the project, and with such forces, material and equipment, to assure completion of the work in the time established by the Contract.
2. The Contractor agrees that whenever it becomes apparent from the current monthly schedule update that delays have resulted and, hence, that the Contract completion date will not be met or when so directed by the Owner, he will take some or all of the following actions at no additional cost to the Owner:
  - a. Increase construction manpower in such quantities and crafts as will substantially eliminate the backlog of work.
  - b. Increase the number of working hours per shift, shifts per working day or days per week, the amount of construction equipment, or any combination of the foregoing to substantially eliminate the backlog of work.

- c. Reschedule activities to achieve maximum practical concurrency of accomplishment of activities, and comply with the revised schedule.
- d. The Contractor shall submit to the Owner or the Owner's representative for review a written statement of the steps he intends to take to remove or arrest the delay to the critical path in the accepted schedule. If the Contractor should fail to submit a written statement of the steps he intends to take or should fail to take such steps as required by the Contract, the Owner may direct the level of effort in manpower (trades), equipment, and work schedule (overtime, weekend and holiday work, etc.), to be employed by the Contractor in order to remove or arrest the delay to the critical path in the accepted schedule, and Contractor shall promptly provide such level of effort at no additional cost to the Owner.

### **1.02 CONSTRUCTION SCHEDULE**

- A. Within ten (10) calendar days of the Notice to Proceed, the Contractor shall submit to the Engineer five (5) copies of his proposed schedule. The schedule will be the subject of a schedule review meeting with the Contractor, the Engineer and the Owner or the Owner's representative within one (1) week of its submission. The Contractor will revise and resubmit the schedule until it is acceptable and accepted by the Owner or the Owner's representative.

### **1.03 SUBMITTAL SCHEDULE**

- A. In addition to the above scheduling requirements, the Contractor will be required to submit a complete and detailed listing of anticipated submittals during the course of the Contract. The Contractor will coordinate his submittals with those of his Subcontractors and Suppliers and will identify each submittal by Contract drawing number and specification number. The anticipated submission date for each submittal must be indicated along with the date on which its return is anticipated. For planning purposes, the Engineer will usually return shop drawings thirty (30) days after receipt. However, longer durations for review will not be considered a basis for a claim.
- B. The Submittal Schedule must be submitted within twenty (20) working days of the Notice to Proceed and will be the subject of a special meeting with the Engineer and the Owner or the Owner's representative within one (1) week of the schedule's submission. At that meeting, the Submittal Schedule will be reviewed for comprehensiveness and feasibility. The Engineer will adjust the projected return dates based on the need for more or less time for each submittal's review. The Submittal Schedule will then be accepted or revised as required.

### **1.04 SCHEDULE UPDATES**

- A. Monthly Meetings:

A monthly Schedule Update Meeting will be held in conjunction with the applicable progress meeting at the construction site to review and update the Schedule. The Schedule Update Meetings will be chaired by the Owner or the Owner's representative and attended by the Contractor and the Engineer. Actual progress of the previous month will be recorded and future activities will be reviewed. The duration of activities and their logical connections may be revised as needed. Decisions made at these meetings

and agreed to by all parties are binding with the exception that no contractual completion dates will be modified without formal written requests and acceptance as specified herein.

B. Revisions to Schedule:

The Schedule shall be formally revised if any of the following conditions are encountered:

1. When a delay in completion of any work item or sequence of work items results in an indicated extension of the project completion.
2. When delays in submittals or deliveries or work stoppages are encountered which make replanning or rescheduling of the work necessary.
3. When the schedule does not represent the actual prosecution and progress of the project.

**1.05 CONTRACT COMPLETION TIME**

A. Causes for Extensions:

The Contract completion time will be adjusted only for causes specified in this Contract. In the event the Contractor requests an extension of any Contract completion date, he shall furnish such justification and supporting evidence as the Owner or the Owner's representative may deem necessary for a determination as to whether the Contractor is entitled to an extension of time under the provisions of this Contract. The Owner, with the assistance of the Engineer, will, after receipt of such justification and supporting evidence, make findings of fact and will advise the Contractor in writing thereof.

B. Requests for Time Extension:

Each request for change in any Contract completion date shall be initially submitted to the Owner within the time frame stated in the General Conditions. All information known to the Contractor at that time concerning the nature and extent of the delay shall be transmitted to the Owner at that time. Within the time frame stated in the General Conditions but before the date of final payment under this Contract, all information as required above concerning the delay must be submitted to the Owner. No time extension will be granted for requests which are not submitted within the foregoing time limits.

**PART 2 - PRODUCTS (Not Applicable)**

**PART 3 - EXECUTION (Not Applicable)**

END OF SECTION



## **SECTION 01340 - SHOP DRAWINGS, PRODUCT DATA AND SAMPLES**

### **PART 1 - GENERAL**

#### **1.01 DESCRIPTION OF REQUIREMENTS**

- A. General: This section specifies procedural requirements for non- administrative submittals including shop drawings, product data, samples (when samples are specifically requested) and other miscellaneous work-related submittals. Shop drawings, product data, samples and other work-related submittals are required to amplify, expand and coordinate the information contained in the Contract Documents.
- B. Refer to other Division-1 sections and other Contract Documents for Specifications on administrative, non-work-related submittals. Such submittals include, but are not limited to the following items:
  - 1. Permits.
  - 2. Payment applications.
  - 3. Performance and payment bonds.
  - 4. Insurance certificates.
  - 5. Inspection and test reports.
  - 6. Schedule of values.
  - 7. Progress reports.
  - 8. Listing of subcontractors.
  - 9. Operating and Maintenance Manuals
- C. All submittals shall be furnished in at least six (6) copies and shall be checked and reviewed by the Contractor before submission to the Engineer. The review of the submittals by the Engineer shall not be construed as a complete check but will indicate only that the general method of construction and detailing is satisfactory. Review of such submittals will not relieve the Contractor of the responsibility for any errors which may exist as the Contractor shall be responsible for the dimensions and design of adequate connections, details, and satisfactory construction of all work.

#### **1.02 RELATED DOCUMENTS**

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division-1 Specification sections, apply to work of this section.
- B. Section 01780 - Operating and Maintenance Manuals.
- C. Section 01785 – Project Record Documents.