



**CONTRACT DOCUMENTS  
AND  
SPECIFICATIONS**

**DIVISION OF ENGINEERING**

**FOR**

**CLEMENTS ROAD BRIDGE REPAIR**

**Bid No. 92-2021**

**Prepared By: J.M. Crawford and Associates**

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**PART 1**  
**ADVERTISEMENT FOR BIDS**

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## **PART 1**

### **ADVERTISEMENT FOR BIDS**

#### **1. INVITATION**

Sealed proposals for the **Clements Road Bridge Repair** will be received by the Lexington-Fayette Urban County Government (LFUCG) via Ion Wave until 2:00 p.m., local time, **September 30, 2021**, for furnishing all labor and/or materials and performing all work as set forth by this advertisement, Ion Wave Q&A, conditions (general and special), specifications, and/or the drawings prepared by **J.M. Crawford and Associates** for Lexington-Fayette Urban County Government. Immediately following the scheduled closing time for reception of bids, all proposals which have been submitted in accordance with the above will be opened electronically and a bid tab sheet will be posted via Ion Wave.

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

#### **2. DESCRIPTION OF WORK**

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

**Specs and drawings are available on Ion Wave only.**

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

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



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

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

Bids/proposals should be submitted online via Ion Wave.

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

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

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

No bidder may withdraw his bid for a period of one hundred twenty (120) calendar days after the closing date for receipt of bids. Errors and omissions will not be cause for withdrawal of bid without forfeit of bid bond.

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

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

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

CONTRACTORS shall submit their bids via Ion Wave not later than 2:00 p.m. local time, **September 30, 2021**. Bids will remain sealed until **September 30, 2021**, 2:00 pm, the official Bid closure time. Bids received after the scheduled closing time for receipt of bids will not

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

**Bidders must be prequalified with the Kentucky Transportation Cabinet and possess a Certificate of Eligibility at the time of bid opening. Acceptable Prequalification Work Items shall be either: Bridges not more than 70 FT. Clear Span (E1), Bridges not more than 100 FT. Clear Span (E2), Bridges 100 FT. Clear Span and Over (E3).**

**9. RIGHT TO REJECT**

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

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

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

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

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

**11. NOTICE CONCERNING MWDBE and Veteran Goals**

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

The Lexington-Fayette Urban County Government has set a goal that not less than ten percent (10%) of the total value of this Contract be subcontracted to Disadvantaged Business Enterprises, which is made up of MBEs and WBEs, and set a goal that not less than three percent (3%) of the total value of this Contract be subcontracted to Veteran-Owned Small Businesses. The goals for the utilization of Disadvantaged Business Enterprises and Veteran-Owned Small Businesses as subcontractors are recommended goals. Contractor(s) who fail to meet such goals will be expected to provide written explanations to the Director of the Division of Purchasing of efforts they have made to accomplish the recommended goal, and the extent to which they are successful in

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

For assistance in locating Disadvantaged Business Enterprise and Veteran-Owned Small Businesses as Subcontractors contact:

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

## **12. PRE-BID CONFERENCE**

No pre-bid conference is scheduled. Contractor is encouraged to field verify conditions.

END OF SECTION

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

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## **PART II**

### **INFORMATION FOR BIDDERS**

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

The Lexington-Fayette Urban County Government (herein called the OWNER) invites bids from firms on the project described in the Advertisement for Bids. The OWNER will receive bids via Ion Wave, at the time and in the manner set forth in the Advertisement for Bids, and the Bids. The OWNER may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all bids. Any bid may be withdrawn prior to the scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within 120 days after the actual time and date of the bid opening, but OWNER may, in its sole discretion, release any bid and return the Bid Security prior to that date.

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

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

The bid must be submitted with the entire proposal and include all pages. All blank spaces for the bid prices must be filled in, either in ink or typewritten, for both unit prices and extensions. Totals for each bid item must be added to show the total amount of the bid.

#### **3. SUBCONTRACTS**

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

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

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

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

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

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

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

**5. BID SECURITY**

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

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

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

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

Bidder must agree to commence work on or before a date to be specified in a written "Notice to Proceed" from the OWNER and to fully complete the Project within the time as specified in the Contract. Bidder must agree also to pay \$500.00 per day thereafter deadline for substantial completion.

**Given the uncertainty caused by the Covid-19 pandemic, following contract award, a Notice to Proceed will be issued on a date mutually agreed upon by both parties within 90 days of contract award. Contractors will be required to follow any state or local Healthy At Work guidelines.**

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

- A. It is the responsibility of each Bidder before submitting a Bid, to (a) examine the Contract Documents thoroughly, (b) visit the site(s) to become familiar with local conditions that may affect cost, progress, performance or furnishing of the work, (c) consider Federal, State and Local laws and regulations that may affect cost, progress, performance or furnishing of the work, (d) study and carefully correlate Bidder's observations with the Contract Documents, and (e) notify Owner of all conflicts, errors or discrepancies in the Contract Documents.

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

## **9. ADDENDA AND INTERPRETATIONS**

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

## **10. SECURITY FOR FAITHFUL PERFORMANCE**

- A. Simultaneously with his delivery of the executed Contracts, the CONTRACTOR shall furnish a surety bond or bonds as security for the faithful performance of



this Contract and for payment of all persons performing labor on the Project under this Contract and furnishing materials in connection with this Contract, as specified in the General Conditions. The surety on such bond or bonds shall be a duly authorized surety company satisfactory to the OWNER and authorized to do business in the Commonwealth of Kentucky.

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

#### **11. POWER OF ATTORNEY**

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

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

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

#### **13. LAWS AND REGULATIONS**

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

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

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

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

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

**16. AFFIRMATIVE ACTION PLAN**

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

1. Certification of Bid Proposal/DBE – see Part III
2. KYTC DBE Provisions – see Part III
3. DBE Subcontractor Bidders List – see Part III

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

**17. CONTRACT TIME**

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

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

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

**19. ALTERNATE BIDS**

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

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

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

## **20. SIGNING OF AGREEMENT**

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

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

### **A. Outreach for MWD BE(s) and Veteran Owned Small Businesses (VOSB)**

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

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

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

B. Bid Bond Assistance for MWDBE(s)

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

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

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

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

D. MWDBE and Veteran Subcontractors

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

For a list of eligible subcontractors, please contact:

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

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

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

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

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

END OF SECTION

**PART III**

**FORM OF PROPOSAL**

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**PART III**

**Invitation to Bid No. 92-2021**

**Clements Road Bridge Repair**

**1. FORM OF PROPOSAL**

Place: Lexington, Kentucky

Date: 9/30/2021

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

This Proposal Submitted by JAVE, LLC  
2148 ISLAND DRIVE, LEXINGTON, KY 40502  
(Name and Address of Bidding Contractor)

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

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

Gentlemen:

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

The Bidder hereby acknowledges receipt of the following addenda:

Addendum No. 1 Date 8/26/21

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

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

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

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

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

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

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

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



MAYOR LINDA GORTON



LEXINGTON

TODD SLATIN  
DIRECTOR  
CENTRAL PURCHASING

ADDENDUM #1

Bid Number: #92-2021

Date: August 26, 2021

Subject: Clemens Road Bridge Repair

Address Inquiries to:  
Sondra Stone  
[ssone@lexingtonky.gov](mailto:ssone@lexingtonky.gov)

TO ALL PROSPECTIVE SUBMITTERS:

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

Clemens Road was misspelled throughout the bid process as Clements Road.

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 submittal.

COMPANY NAME: JAVE, LLC

ADDRESS: 2148 ISLAND DRIVE, LEXINGTON, KY 40502

SIGNATURE OF BIDDER: [Signature] D H L, JEFFREY HOOKER



2. LEGAL STATUS OF BIDDER

Bidder JAVE, LLC

Date SEPTEMBER 30, 2021

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

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

~~\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_~~

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

~~\_\_\_\_\_  
\_\_\_\_\_~~

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

3.

**BIDDERS AFFIDAVIT**

Comes the Affiant, JEFFREY D. HOUGHIN, and after being first duly sworn, states under penalty of perjury as follows:

1. His/her name is JEFFREY D. HOUGHIN and he/she is the individual submitting the bid or is the authorized representative of JAVE, LLC, the entity submitting the bid (hereinafter referred to as "Bidder").

2. Bidder will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the bid is submitted, prior to award of the contract and will maintain a "current" status in regard to those taxes and fees during the life of the contract.

3. Bidder will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.

4. Bidder has authorized the Division of Central Purchasing to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.

5. Bidder has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as the "Ethics Act."

6. Bidder acknowledges that "knowingly" for purposes of this Affidavit means, with respect to conduct or to circumstances described by a statute or ordinance defining an offense, that a person is aware or should have been aware that his conduct is of that nature or that the circumstance exists.

Signature

Printed Name

Title

Date

Company Name

Address

Subscribed and sworn to before me by

(Affiant)

(Title)

of

(Company Name)

Notary Public

[seal of notary]

My commission expires:

P-5

**ANDREA C OHLSON**

NOTARY PUBLIC

STATE AT LARGE

KENTUCKY

NOTARY ID# KYNP29130

MY COMMISSION EXPIRES MAY 9, 2025

#### 4. BID SCHEDULE – SCHEDULE OF VALUES

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

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

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

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

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

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

LOADED INTO IONWARE

Item No.	Description	Unit	Quantity	Allowance
1.	Temporary Silt Fence	LF	300	-----
2.	Erosion Control Blanket	SY	100	-----
3.	Seeding	SY	120	-----
4.	Temporary Beam Shoring Supports	LS	1	-----
5.	Remove Concrete Masonry	CY	2.1	-----
6.	Concrete Class A	CY	2.1	-----
7.	Steel Reinforcement – Epoxy Coated	LB	294	-----

<b>Item No.</b>	<b>Description</b>	<b>Unit</b>	<b>Quantity</b>	<b>Allowance</b>
8.	Concrete Sealing	SF	70	-----
9.	Mobilization	LS	1	-----
10.	Demobilization	LS	1	-----
11.	Payment and Performance Bond	LS	1	-----
12.	Maintain and Control Traffic	LS	1	-----
13.	Quality Control Services Allowance	LS	1	\$10,000.00

Submitted by:

JAVE, LLC

Firm

2148 ISLAND DRIVE

Address

LEXINGTON, KY 40502

City, State & Zip

Bid must be signed:  
(original signature)

*[Signature]*

PRESIDENT

Signature of Authorized Company Representative – Title

JEFFREY D. HOUGHIN

Representative/s Name (Typed or Printed)

(859) 402-1241

(859) 271-5052

Area Code – Phone – Fax #

JEFFH@JAVELLC.COM

E-Mail Address

OFFICIAL ADDRESS:

JAVE, LLC

2148 ISLAND DRIVE

LEXINGTON, KY 40502

(Seal if Bid is by Corporation)

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

5. STATEMENT OF BIDDER'S QUALIFICATIONS

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

1. Name of Bidder: JAVE, LLC
2. Permanent Place of Business: 2148 Island Drive, Lexington, KY 40502
3. When Organized: MARCH 21, 2005
4. Where Incorporated: STATE OF KENTUCKY
5. Construction Plant and Equipment Available for this Project:  
SEE ATTACHED SCH. A

(Attach Separate Sheet If Necessary)

6. Financial Condition:

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

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

WESTFIELD INSURANCE COMPANY (Surety)  
Signed: Thomas J. Mitchell (Representative of Surety)  
THOMAS J. MITCHELL

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

<u>NAME</u>	<u>LOCATION</u>	<u>CONTRACT SUM</u>
SEE SCH. B		

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

<u>NAME</u>	<u>LOCATION</u>	<u>CONTRACT SUM</u>
SEE SCH. C		

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

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



11. DBE Participation on current bonded projects under contract:

	<u>SUBCONTRACTORS</u> <u>(LIST)</u>	<u>PROJECT</u> <u>(SPECIFIC TYPE)</u>	<u>DBE</u>	<u>% of WORK</u>
JOS4	BAR-TIE REINF.	STEEL REINF.	YES	5.2%
		BRIDGE REHAB		
JOS4	NWK CONSTR.	MULCH, SEED, FERTILIZER	YES	1.4%
		BRIDGE REHAB		

(USE ADDITIONAL SHEETS IF NECESSARY)

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

Respectfully submitted:

JAVE, LLC  
(Name of Contracting Firm)

BY: [Signature]

TITLE: PRESIDENT

DATE 9/30/21

6. LIST OF PROPOSED SUBCONTRACTORS

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

BRANCH OF WORK-LIST

DBE  
Work

% of EACH MAJOR ITEM

N/A

ALL SELF-PERFORMED

**LIST OF MATERIALS/ SUPPLIERS**

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

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

Item

Brand Name, Manufacturer and/or Supplier

CONCRETE CLASS A

HARBO CONCRETE

STEEL REINF. EPOXY COATED

MMI

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

**A. GENERAL**

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

**B. PROCEDURES**

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

**C. DEFINITIONS**

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

being at least 51% owned, managed and controlled by one or more women.

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

#### D. OBLIGATION OF BIDDER FOR GOOD FAITH EFFORTS

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

#### E. DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS

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

of bids to allow MWDBE firms and Veteran-Owned businesses to participate.

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

c. Attended LFUCG Central Purchasing Economic Inclusion Outreach event

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

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

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

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

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

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

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

k. Selected portions of the work to be performed by MWDBE firms and/or Veteran-Owned businesses in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE and Veteran participation, even when the prime contractor may otherwise perform these work items with its own workforce

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

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

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

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

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

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

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





## MINORITY BUSINESS ENTERPRISE PROGRAM

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

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

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

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

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

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

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

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

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

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

To comply with Resolution 484-2017, prime contractors and minority, women and veteran owned businesses must

enroll in the new Diverse Business Management Compliance system, <https://lexingtonky.diversitycompliance.com/>

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

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


**LFUCG MWDBE PARTICIPATION FORM**Bid/RFP/Quote Reference # 92-2021

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

MWDBE Company, Name, Address, Phone, Email	MBE WBE or DBE	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1. N/A ALL	SELF-	PERFORMED		
2.				
3.				
4.				

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

JAVE, LLC  
Company  
9/30/21  
Date

  
Company Representative JEFFREY D. HOURIHAN  
PRISIBUT  
Title



N/A

**LFUCG MWDBE SUBSTITUTION FORM**

Bid/RFP/Quote Reference # 92-2021

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

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

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

JAVE, LLC  
Company  
9/30/21  
Date

[Signature]  
Company Representative JEFFREY D. HOUTHW  
PRESIDENT  
Title



**MWDBE QUOTE SUMMARY FORM**  
Bid/RFP/Quote Reference # 92-2021

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

Company Name <u>JAVE, LLC</u>	Contact Person <u>JEFFREY D. HOUGHAN</u>
Address/Phone/Email <u>2148 ISLAND DRIVE</u> <u>LEXINGTON, KY 40502</u>	Bid Package / Bid Date <u>92-2021</u> <u>9/30/21</u>

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

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

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

JAVE, LLC  
Company  
9/30/21  
Date

JEFFREY D. HOUGHAN  
Company Representative  
PRESIDENT  
Title



## LFUCG SUBCONTRACTOR MONTHLY PAYMENT REPORT

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

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

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

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

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

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

\_\_\_\_\_  
Company

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

**LFUCG STATEMENT OF GOOD FAITH EFFORTS**  
Bid/RFP/Quote # 92-2021

N/A ALL SELF-PERFORMED

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

JAVE, LLC  
Company  
9/30/21  
Date

JEFFREY D. HOUGH, JR.  
Company Representative  
PRESIDENT  
Title



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

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

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

9. STATEMENT OF EXPERIENCE

NAME OF INDIVIDUAL: JEFFREY D. HOUGH

POSITION/TITLE: PRESIDENT

STATEMENT OF EXPERIENCE: SEE ATTACHED RESUME

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

NAME OF INDIVIDUAL: RON PEAF

POSITION/TITLE: PRODUCT MGR

STATEMENT OF EXPERIENCE: SEE ATTACHED RESUME

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

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

\_\_\_\_\_

\_\_\_\_\_

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

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

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

\_\_\_\_\_

\_\_\_\_\_

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

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

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

\_\_\_\_\_

\_\_\_\_\_

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

## 10. EQUAL OPPORTUNITY AGREEMENT

### Standard Title VI Assurance

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

### The Law

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

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

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

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

#### Bidders

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

  
Signature JEFFREY D. HOCHMAN

JAVE, LLC  
Name of Business

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

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

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

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

*labor union or workers' representative of the contractor's commitments under the nondiscrimination clauses.*

The Act further provides:

**KRS 45.610. Hiring minorities – Information required**

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

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

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

**KRS 45.630 Termination of existing employee not required, when**

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

**KRS 45.640 Minimum skills**

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

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

11. EQUAL EMPLOYMENT OPPORTUNITY AFFIRMATIVE ACTION POLICY

It is the policy of JAVE, LLC

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

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

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



12. WORKFORCE ANALYSIS FORM

Name of Organization: DAVE, LLC

Categories	Total	White (Not Hispanic or Latino)		Hispanic or Latino		Black or African- American (Not Hispanic or Latino)		Native Hawaiian and Other Pacific Islander (Not Hispanic or Latino)		Asian (Not Hispanic or Latino)		American Indian or Alaskan Native (not Hispanic or Latino)		Two or more races (Not Hispanic or Latino)		Total	
		M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Administrators		2														2	
Professionals																	
Superintendents																	
Supervisors		2		1												3	
Foremen																	
Technicians																	
Protective Service																	
Para-Professionals																	
Office/Clerical																	
Skilled Craft		14		2		2										18	
Service/Maintenance																	
Total:		18		3		2										23	

Prepared by: JEFFREY D. HOUGHIN

(Name and Title)

Date: 9/30/21

Revised 2015-Dec-15

### 13. EVIDENCE OF INSURABILITY

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

Names Insured:

Address: JAVE LLC  
2178 ISLAND DRIVE, LEXINGTON, KY 40502

Project to be insured: CLEMENTS ROAD BRIDGE REPAIR

Employee ID:

Phone:

JEFFREY HOUGHAN  
(859) 462-1241

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

Section Items	Coverage	Minimum Limits and Policy Requirements	Limits Provided To Insured	Name of Insurer	A.M. Best's Code	Rating
SC-2 - see provisions	CGL	\$1,000,000 per occ. And \$2,000,000 aggregate	\$ 1,000,000 Occ 2,000,000 Agg	National Trust Ins	20141	A X
SC-2 - see provisions	AUTO	\$1,000,000 per occ.	\$ 1,000,000	National Trust Ins	20141	A X
SC-2 - see provisions	WC	Statutory w/endorsement as noted	\$ 4,000,000	KY AGC	Self Insured Fund	
SC-2 - see provisions	EXC	\$10,000,000 per occ.	\$ 3,000,000	National Trust Ins	20141	A X

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

TIS Insurance Services, Inc.

Agency or Brokerage

1900 N Winston Road, Ste 100

Street Address

Knoxville

TN

37919

City

State

Zip

865-691-4847

Telephone Number

John Fritts

Name of Authorized Representative

Agent Construction Division

Date

Authorized Signature

9/28/2021

Date

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

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

14. DEBARRED FIRMS

PROJECT NAME: CLEMENS ROAD BRIDGE REPAIR

BID NUMBER: 92-2021

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT  
LEXINGTON, KY

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

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

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

JAVE, LLC  
Name of Firm Submitting Bid

[Signature], JEFFREY D. HODGKIN  
Signature of Authorized Official

PRESIDENT  
Title

9/30/21  
Date

## 15. DEBARMENT CERTIFICATION

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

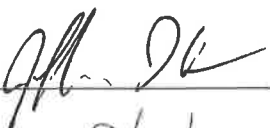
The contractor/subcontractor certifies in accordance with Executive Order 12549 (Debarment and Suspension 2/18/86) that to the best of its knowledge and belief, that it and its principals:

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

Firm Name: JAVE, LLC

Project: 92-2021, CLEMENS ROAD BRIDGE REPAIR

Printed Name and Title of Authorized Representative: JEFFREY D. HOUCHEW, PRESIDENT

Signature: 

Date: 9/30/21

END OF SECTION

SCH. A

EQ. NO.		CODE 7-AL,M,O	JAVE, LLC EQUIPMENT LIST Description	YR	MAKE	MODEL
EQPMT					\$ 2,681,629.62	
E1	AB04		ARROWBOARD*SOLAR	96	ARROW MASTER	WAAW 15LWA
E1	AB05		ARROWBOARD*TRUCK MOUNTED	05	ARROW MASTER	MB8-LSA-96x48
E1	AB06		ARROWBOARD*SOLAR	05	BEMIS	SOLAR
E1	AB07		ARROWBOARD*SOLAR	05	BEMIS	SOLAR
E1	AC03		AIR COMPRESSOR*SHOP		SULLIVAN	
E1	AC04		AIR COMPRESSOR*185 SULLAIR		SULLAIR	
E1	AC06		AIR COMPRESSOR*185 CFM SULLAIR	97	SULLAIR	185
E2	AC09		AIR COMPRESSOR*185 CFM ATLAS COPCO	00	ATLAS COPCO	XAS96JD
E1	AC12		AIR COMPRESSOR*185 CFM SULLAIR	06	SULLAIR	185 CFM
E1	AC13		AIR COMPRESSOR*375 CFM SULLAIR	06	SULLAIR	375 CFM
E1	AC14		AIR COMPRESSOR*185 CFM SULLAIR	08	SULLAIR	185 CFM
E1	AC15		AIR COMPRESSOR*375 CFM ATLAS COPCO	11	ATLAS COPCO	375 CFM XAS
E1	AC16		AIR COMPRESSOR*185 CFM ATLAS COPCO	11	ATLAS COPCO	185 CFM XAS
E2	AP01		AIR PLANE			
E1	ATV01		GATOR	98	JOHN DEERE	GATOR
E1	ATV02		GATOR	98	JOHN DEERE	GATOR
E2	BH02		BACKHOE*416 B CAT EXT. HOE	93	CATIPILLAR	416 B
E1	BH04		BACKHOE*416 C CAT	97	CATIPILLAR	416 C
E1	BK02		MOUNTED BREAKER*NPK H4XE		NPK	H4XE
E2	BK03		MOUNTED BREAKER*NPK 16X	98	NPK	16X
E1	BK04		MOUNTED BREAKER*		ATLAS COPCO	SB150
E1	BK05		MOUNTED BREAKER*		ATLAS COPCO	SB150
E1	BK06		MOUNTED BREAKER*[for IHI Mini Exc.]	11	TRAMAC	SC28
E1	B06		BOAT*15' ALUM, 15 H.P.	90	DURACRAFT	1542
E1	B08		TRAILER FOR B06 S/N DBMBS1612X1022483 [HUSTLER]			
E1	B08		BOAT*14' ALUM	01	SPORTSMAN	
E1	B09		TRAILER FOR B08 S/N 4DMBS161421028388			
E1	B09		BOAT*14' ALUM	01	SPORTSMAN	1448
E1	B09		TRAILER FOR B09 S/N 4TM19AB182B001134			
E1	B11		BOAT*TRACKER GRIZZLEY	09	TRACKER	GRIZZLY 2072
E1	B11		TRAILER FOR B11 S/N 4TM29TH169B001019			
E1	BM01		BOAT MOTOR-15 HP		JOHNSON	
E1	BM02		BOAT MOTOR-6 HP		EVINRUDE	
E1	BM03		BOAT MOTOR-25 HP	01	MERCURY	25 EH
E1	BM04		BOAT MOTOR-15 HP	06	MERCURY	15 ELH
E1	BM05		BOAT MOTOR-25 HP	05	MERCURY	25EH
E1	BM06		BOAT MOTOR-60 HP	09	MERCURY	60 ELHPT 4stroke-EFI
E1	C02		CRANE*60 TON TRUCK	02	LINK BELT	HTC 8660
E1	CB02		CONC. BUCKET* 1 CY BOTTOM	94		SIDE DISCH.
E2	CB03		CONC. BUCKET* 1 CY BOTTOM	96	GARBO	427-R
E1	CC01		CLUB CAR - XRT 1500	06		XRT1500
E1	CC02		CLUB CAR - XRT 900	06		XRT 900
E1	CC03		CLUB CAR - XRT 900	06		XRT 900
E1	CC04		Crash Cushion TL3 / Class B / 21'-0" long		Energy Absorption	6-bay Quadguard
E1	CC05		Crash Cushion TL3 / Class B / 21'-0" long		Energy Absorption	6-bay Quadguard
E1	DF02		CONC PAVING MACHINE-97	97	BIDWELL	2450
E1	DF03		CONC PAVING MACHINE-98	98	BIDWELL	2450
E1	DF04		POWER SCREED	00	ALLEN ENGINEERING	
E1	DF05		CONC PAVING MACHINE-01	01	BIDWELL	2450
E2	DZ01		DOZER - D4H XL - SERIES III	96	CAT	D4H - XL - III
E1	EG01		ENGINEERING*LEVEL	94	TOPKON	AT-G7
E1	EG02		ENGINEERING*LEVEL	91	NIKON	AZ-1
E2	EG03		EPDM*SOKKIA	97	SOKKIA	SET6F
E2	EG04		PIPE LAZER	94	SPECTRA PHYSICS	L1165
E1	EG05		ENGINEERING*LEVEL	98	TOPCON	AT-G3
E2	EG06		ENGINEERING*LEVEL	97	SOKKIA	E32
E2	EG09		ENGINEERING*LEVEL/TRANSIT	99	DAVID WHITE	LT8-300P
E1	EG10		ENGINEERING*LEVEL	00	TOPCON	AT-G7
E2	EG11		ENGINEERING*LEVEL	00	SOKKIA	C330

JAVE, LLC					
EQUIPMENT LIST					
EQ. NO.	CODE ?-A/L,M,O	Description	YR	MAKE	MODEL
E2	EX02	EXCAVATOR*CAT 325L	96	CAT	325L
E1	EX03	IHI 45 NX - MINI EXCAVATOR W/ BREAKER	07	IHI 45 NX	45 NX
E1	EX04	IHI 45 NX - MINI EXCAVATOR W/ BREAKER	07	IHI 45 NX	45 NX
E1	FK03	FORKLIFT*CAB-10,000LB CAT EXT. BOOM	98	CAT	TH103
E1	FK04[RP01]	FORKLIFT*10,000LB CAT EXT. BOOM	98	CAT	TH103
E1	FK05[RP02]	FORKLIFT*10,000LB CAT EXT. BOOM	98	CAT	TH103
E1	FK06	FORKLIFT*10,000LB CAT EXT. BOOM		CAT	TH103
E1	FK07	FORKLIFT*5,300 # HYSTER		HYSTER	540 XL
E1	FK08	FORKLIFT*9,000LB CAT EXT. BOOM [Enclosed Cab]		CAT	TH943
E1	FK09	FS FORKLIFT*5,000#	08	KOMATSU	
E1	F01	P50 IRONWORKER	93	PARRAHNA	
E1	F02	30 GALLON AIR COMPRESSOR & SEPARATOR		EMGLO	5KC184AD228DIT
E3	F03	STEEL BAND SAW	96	METAL MIZER	MS 2018-3
E1	F04	HEATERS			
E1	F05	THREADING MACH.-PIPE & BOLT	98	RIGID	1822-1
E1	F07	BAND SAW - WOOD	98	DELTA	28-64020
E1	F08	ROLLERS-WOOD SHOP			
E1	F09	DRILL PRESS	98	JET	JDP-20 MF
E1	F10	HYDROLIC LIFT TABLE	98	STURDI-BUILT	1000#,48" X 36"
E1	F11	PLANER * 15 HP	98	GKM	P630
E1	F12	RADIAL ARM SAW - 18"	98	DELTA	CAT NO. 33-420
E1	F13	TABLE SAW*16" TILT ARBOR	98	NORTHTECH	
E1	F14	PANEL SAW	99		
E1	F15	BIT SHARPENER	00	HOUGEN	
E1	F16	IRON WORKER	00	MUBEA	HIW 1000/106
E1	F17	DRILL PRESS		DEWALT	DW154
E1	F18	THREADING MACH.-PIPE & BOLT	00	RIGID	1822-1
E1	F19	PORTABLE BAND MILL	01	WOOD-MIZER	LT40HD
E1	F20	METAL BRAKE	05	NATIONAL	
E1	F21	PLASMA CUTTER Number - 083169	06	Hypertherm Powermax	1000 G3 Series
E1	F22	PLASMA CUTTER Number - 083169	06	Hypertherm Powermax	1000 G3 Series
E1	F23	PUNCH * PRO	06	HOUGEN	PRO
E1	F25	10' CINN PRESS BRAKE		CINCINNATI	90 SERIES
E1	F24	10' CINN METAL SHEAR		CINCINNATI	11810
E1	F26	HYDRAULIC HOSE MAKER	07		
E1	F27	HYDRAULIC HOSE MAKER	08		
E1	F28	Furnace Used Oil #2	08		
	F29	FS HEM SAW VT-120HM (BAND SAW)		HEM	VT-120HM
	F30	FS HYDRAULIC IRONWORKER		Kingsland	125XS
E1	G02	GENERATOR*4500 WATT	92		
E1	G05	GENERATOR*4,500 WATT	94	KUBOTA	AV5500-B-USA
E1	G06	GENERATOR*5000 WATT	94	HONDA	EB5000W
E1	G07	GENERATOR*5000 WATT	97		
E1	G08	GENERATOR*5000 WATT	98	HONDA	11 HP
E1	G09	GENERATOR*5000 WATT	98	HONDA	11 HP
E1	G10	GENERATOR*6100+ WATT	98	WACKER	GS6.5A
E1	G11	GENERATOR*6100+ WATT	98	WACKER	GS9.7
E1	G13	GENERATOR*9700+ WATT	99	WACKER	GS9.7V
E2	G14	GENERATOR*6000 WATT DIESEL	99	DAYTON/YANNAR	L908E-DEGR
E1	G15	GENERATOR*25 KW	99	WACKER	G25
E1	G16	GENERATOR*25 KW	99	WACKER	G25
E2	G17	GENERATOR*5000 WATT	00	HONDA	11 HP
E2	G18	GENERATOR*6.25K WATT	00	TITAN/TECUMSEH	10 HP
E2	G19	GENERATOR*6.25K WATT	00	TITAN/TECUMSEH	10 HP
E1	G21	GENERATOR*9700+ WATT	01	WACKER	GS9.7V
E1	G22	GENERATOR*5600+ WATT	01	WACKER	G5.6A
E1	G23	GENERATOR*9700+ WATT	01	WACKER	GS9.7V
E1	G24	GENERATOR*5600+ WATT	01	WACKER	G5.6A
E1	G25	GENERATOR*9700+ WATT	01	WACKER	GS9.7
E1	G26	GENERATOR*210 KW	01	CATERPILLER	3306-210 KW
E1	G27	GENERATOR*10 KW	02		



EQ. NO.		CODE ?-A/L,M,O	JAVE, LLC EQUIPMENT LIST Description	YR	MAKE	MODEL
E1	G28		GENERATOR*10 KW	02	reserved	reserved
E1	G29		GENERATOR*5.6 KW	07	WACKER	GS5.6A
E1	G30		GENERATOR*5.6 KW	07	WACKER	GS5.6A
E1	G31		GENERATOR*5.6 KW	07	WACKER	G5600A
E1	G32		GENERATOR*5.6 KW	07	WACKER	G5600A
E1	G33		GENERATOR*5.6 KW	07	WACKER	G5600A
E1	G34		GENERATOR*5.6 KW	07	WACKER	G5600A
E1	G35		GENERATOR* 2.8 KW	07	YAMAHA	YG2800I
E1	G36		GENERATOR* 2.8 KW	07	YAMAHA	YG2800I
E1	G37		GENERATOR	09	HUSKY	
E1	J02		JACKING SYSTEM*2-100 TON GAS			
E1	J03		JACK*100 TON HOLLOW HOLE			
E1	LD01		BARRIER WALL LIFTING TONGS	03	VOEST-ALPINE	AF238Q
E1	LD03		BARRIER WALL LIFTING TONGS	11	KENCO	KL30000NG
E1	LP01		LIGHT PLANT*4,000 WATT	88	SPECIALTY	4000 WATT
E1	LP06		LIGHT PLANT*5XFLN05159N000040		WACKER	LTN6L - 5852716
E1	LP05		LIGHT PLANT*5XFLN05199N000042		WACKER	LTN6L - 5852718
E1	LP07		LIGHT PLANT*5XFLN05129N000044		WACKER	LTN6L - 5852720
E1	M02		PUNCH*HOUGEN-OGURA 1/2"		HOUGEN-OGURA	
E1	M03		IMPACT WRENCH			
E1	M04		MAG DRILL*MULTIPLE SPEED			
E1	M05		WINCH*ELECTRIC			
E1	M12		STAR CUT 81/2CT W/50' PCH52 TORCH	96	NITTO	5-11-1624A
E1	M13		PUNCH*NITTO	93	ALLTRES	
E1	P01		ALLTRES SYSTEM	93		
E1	P06		SPIDER ONE MAN WORK CAGE	94	GRACO	ULTIMT 600
E2	PS01		PAINT SPRAYER*.55 GPM;3/4 HP			
E1	M11		PAINT SPRAYER*30:1 BULLDOG			
E1	PS03		PAINT SPRAYER*45:1 PREMIER	95	GRACO	PREMIER AIR-POWER
E1	PW02		PRESSURE WASHER-STEAM JENNY	97	WHITCO RAIDER	423
E1	PW03		PRESSURE WASHER-JETSTREAM X-SERIES		JETSTREAM	X-SERIES
E1	RS01		ROCKSPLITTER-SPLITTER			68
E1	RS01A		ROCKSPLITTER-HYD. UNIT		BRIGGS/STRATTON	4HP-114902
E1	SB01		SAND BLASTING MACHINE*300 LB	85	CLEMCO IND	1648
E1	SB02		SAND BLASTING MACHINE-300 LB	92	CLEMCO IND	1648
E1	SB03		SAND BLASTING MACH-300 LB / Incl Hood	09	CLEMCO IND	1648
E1	SB04		SAND BLASTING MACHINE	01	CLEMCO IND	1942
E1	S01		FLOOR SAW*65 HP	93	TARGET	PRO651136
E1	S02		SAW*CONC, HYDROLIC-CHAIN	02	STANLEY	
E1	SS01		SKID STEER LOADER*6635		GEHL	5635
E1	SS03		SKID STEER - BROOM		SWEEPSTER	HB60
E1	SS04		SKID STEER - COLD PLANER			CP416
E1	SS05		SKID STEER LOADER*6635	99	GEHL	6635
E1	SS07		SKID STEER - BROOM		SWEEPSTER	SS32
E1	SS08		SKID STEER - TRENCHER			
E1	SS10		SKID STEER - BUCKET BROOM	03	Holmes, Inc.	SU 1.85
E1	SS11		SKID STEER - BROOM			BP15B
E1	SS12		SKID STEER - BROOM			BP15B
E1	T02		TRAILER*FOR FLOOR SAW			
E1	T03		40' SEMI [SAND STORAGE ON GROUND]			PH2808T
E1	T06		TRAILER*TANDOM	69	MONOR	
E3	T08		BOX TRAILER	68	FRU	
E3	T09		BOX TRAILER	74	GINDY	GINDY 1974
E2	T14		BOX TRAILER-45' [PLATE T565KL]	97	FONTAINE	FA-50 NGB
E1	T16		TRAILER-50 ton LOWBOY			
E1	T18		BOX TRAILER-BLACK-45'			
E2	T20		TRAILER-12 TON	87	EAGLE	SE
E1	T21		TRAILER-TILT BACK [GATOR]	98	INTECH	
E1	T22		TRAILER-CARGO	99	HAULMARK	K714BT-WT
E1	T23		TRAILER-10,000 # FLATBED [BOBCAT]	98	SHOP BUILT	
E2	T24		TRAILER-8,000 # FLAT BED	98		

JAVE, LLC					
EQUIPMENT LIST					
EQ. NO.	CODE 7-A/L,M,O	Description	YR	MAKE	MODEL
E1	T25	TRAILER-7,000 GAL TANKER	79	FRUEHAUF	316 SS - 7,000 GAL
E1	T26	TRAILER-6,750 GAL TANKER	76	HEIL	304 SS - 6,750 GAL
E1	T27	TRAILER-53' VAN [RD WORTHY]	90	GREAT DANE	53' VAN
E2	T29	TRAILER-7,000 # FLAT BED	00	HUGHES	16' X 6'-7"
E1	T30	SHOP OFFICE			12' X 58' TO 625
E1	T31	TRAILER-48' VAN [RD WORTHY]	86	WABASH NAT'L	FRP102
E1	T32	TRAILER-48' VAN [RD WORTHY]	87	WABASH NAT'L	FRP102
E1	T33	TRAILER-FLAT	97	WABASH	FLATBED
E1	T34	TRAILER-CARGO 7' X 14' (7,000 lb)	03	ATLAS	7 X 14 TAZ
E1	T36	TRAILER-40' VAN-NOT ROAD WORTHY			
E1	T36	TRAILER-CARGO 7' X 16'	07	HOMESTEADER	716PT
E1	T37	TRAILER - 45' X 96" FLATBED	96	FRUEHAUF	UFT45107
E1	T38	TRAILER - LOWBOY	07	TRAIL KING	TK110HDS
E1	T39	TRAILER-TANDEM	02	BETT	
E1	T40	TRAILER-TANKER	74	KARIKOOL	2X Stainless Semi
E1	T41	TRAILER-UTILITY	09	SURE-TRAC	UT - ST7212UA-B
E1	T42	TRAILER-53' VAN [RD WORTHY]	94	GREAT DANE	53' X 102" SPRING???
E1	T43	TRAILER-48' VAN [RD WORTHY]	95	Trailmobile	48' X 102" SPRING???
E1	T44	TRAILER-48' VAN [RD WORTHY]	95	Trailmobile	48' X 102" SPRING???
E1	T45	TRAILER-Drop Deck	95	Trailmobile	Drop Deck
E1	T46	TRAILER-HOMEMADE[S Burke]	11	SHOP BUILT	TAG ALONG 048188
E1	T46	TRAILER - GATORMADE	12	GATORMADE	18+2 GTX-XLT
E1	T47	TRAILER - HOMEMADE (JOHN CRAIG TRAILER)	12	HOMEMADE	
	T48JC				
E3	TT01	TRACK TORCH SYSTEM	96	BUG-O-SYSTEMS	
E1	TT02	TRACK TORCH SYSTEM	08		VCM-200
E1	W01	WELDER*BIG BLUE 400D		MILLER	
E1	W02	WELDER*MILLER ELECT.			
E1	W03	WELDER*170 AMP			
E1	W04	WELDER*BOBCAT			
E1	W05	125-618 S32P12 FEEDER		MILLER	S-32P
E1	W06	WELDER*HOBART 600 AMP GAS		HOBART	
E1	W07	PLASMA ARC		POWCAN	
E3	W12	WELDER*BIG BLUE 400D	96	MILLER	BIG BLUE 400D
E3	W13	WELDER*PLASMA	96	MILLER	SPECTRUM PLUS
E3	W14	WELDER*MILLERMATIC 250	96	MILLER	MILLERMATIC 250
E3	W15	WELDER*BOBCAT 225G	96	MILLER	BOBCAT 225G
E2	W16	WELDER*STUD GUN	96	NELSON	
E3	W18	WELDER*HOBART 140 A	96	HOBART	CHAMP 140
E1	W23	WELDER*MILLER BOBCAT 225	98	MILLER	BOBCAT 225-P216G-I
E1	W25	WELDER*BOBCAT 225 NT	00	MILLER	BOBCAT 225 NT
E2	W26	WELDER*BOBCAT 225 NT	00	MILLER	BOBCAT 225 NT
E1	W27	WELDER*MILLER MIG XMT304	01	MILLER	XMT304
E1	W28	WELDER*MILLER BOBCAT 225	01	MILLER	BOBCAT 225 NT
E1	W29	WELDER*MILLER BOBCAT 225	03	MILLER	BOBCAT 225 NT
E1	W30	WELDER*MILLER BOBCAT 225	03	MILLER	BOBCAT 225 NT
E1	W31	WELDER*WIRE FEED 251	05	MILLER	MILLERMATIC 251
E1	W33	WELDER*MILLER BOBCAT 250NT	07	KOHLER	BOBCAT 250 NT
E1	W34	WELDER*MILLER BOBCAT 250NT	08	KOHLER	BOBCAT 250
E1	W35	WELDER*MILLER WIRE FEED 252	09	MILLER	MILLERMATIC 252
E1	W36	WELDER*MILLER WIRE FEED 251	08	MILLER	MILLERMATIC 251
E1	W37	WELDER*MILLER WIRE FEED 252	09	MILLER	MILLERMATIC 252
E1	W38	WELDER*MILLER WILDCAT 200	09	MILLER	WILDCAT 200
E1	W39	WELDER*MILLER WILDCAT 200	09	MILLER	WILDCAT 200
E1	W40	FS WELDER*1/16 Wire Feed	12	MILLER	DELTAWELD 452
E1	W41	FS WELDER*1/16 Wire Feed	12	MILLER	DELTAWELD 452
E1	WB01	WATER FILLED BARRIER WALL	99	ENERGY ABSORPTION	TRITON
E1	WB01	WATER FILLED BARRIER WALL	01	ENERGY ABSORPTION	TRITON
E1	WB01	WATER FILLED BARRIER WALL	01	ENERGY ABSORPTION	TRITON
E1	WB01	WATER FILLED BARRIER WALL	06	ENERGY ABSORPTION	TRITON



EQ. NO.		CODE 7-A/L,M,O	JAVE, LLC EQUIPMENT LIST Description	YR	MAKE	MODEL
E1	WB02		WATER BLASTER- 10,000 PSI		WEATHERFORD	WBD 90
			AUTO		\$ 2,026,713.18	
E1	LT28		PICKUP*1999 EXT. RANGER	99	FORD	RANGER XLT
E1	LT32		PICKUP* FORD F-250 DIESEL 4X4 (JC)	01	FORD	F250 SUPERCAB 4x4
E1	LT37		PICKUP*F250 4X4 DIESEL SUPERCAB	03	FORD	F250 SUPERCAB
E1	LT38		PICKUP*F250 4X4 DIESEL CREW CAB	05	FORD	F250 CREW CAB
E2	LT39		DODGE PICKUP 4X4	06	DODGE	RAM 1500
E1	LT40		PICKUP*F350 4 DOOR DIESEL 4X4 CREW CAB	06	FORD	F350 CREW CAB
E1	LT41		PICKUP*F350 4 DOOR DIESEL 4X4 CREW CAB	06	FORD	F350 CREW CAB
E1	LT42		PICKUP*F250 4 DOOR DIESEL 4X4 CREW CAB	07	FORD	F250 CREW CAB
E1	LT43		PICKUP*F350 4 DOOR DIESEL 4X4 CREW CAB	07	FORD	F350 CREW CAB
E1	LT44		PICKUP*F350 4 DOOR DIESEL 4X4 CREW CAB	07	FORD	F350 CREW CAB
E1	LT50		PICKUP F250 FORD 4X4	08	FORD	F250 CREW CAB
E1	LT51		PICKUP F150 FORD 4X4	07	FORD	F150 XLT
E1	LT52		UTILITY*2008 FORD F350 Duelly-Gas	08	FORD	F 350 DUELLY
E1	LT55		F350 CREW CAB	04	FORD	F350 CREW CAB
E1	LT56		F350 CREW CAB	04	FORD	F350 CREW CAB
E1	LT57		DODGE RAM 2500 CREW CAB	10	DODGE	RAM 2500
E1	LT58		DODGE RAM 2500 CREW CAB [gas]	12	DODGE	RAM 2500
E1	LT59		DODGE RAM 2500 CREW CAB [gas]	12	DODGE	RAM 2500
E1	BT01		MACK TRUCK*WHITE DUMP	88	MACK	DUMP
E1	BT03		BOOM TRUCK*W/20' JIB	90	NATIONAL	F-800
E1	BT04		SNOOPER * PLATFORM	80	PAXTON MITCHELL	PLATFORM
E1	BT04		SNOOPER * PLATFORM[TRUCK]	80	INTERNATIONAL	
E3	BT06		FLATBED-DUMP FREIGHTLINER	94	FREIGHTLINER	
E1	BT08		SNOOPER * MARK V	97	PAXTON MITCHELL	MARK V
E1	BT08		SNOOPER * MARK V[TRUCK]	97	FORD	LT800
E1	BT10		DUMP-'88 MACK TRI-AXLE	88	MACK	DM690S
E1	BT21		VACALL-ORIG "WHITE"	85	MACK	MS300P
E1	BT22		FLATBED DUMP-'01 FORD	01	FORD	F650
E1	BT23		FORD-F650 "MECH TRUCK"	02	FORD	F650
E1	BT24		FORD-F550 "STEEL CREW"	02	FORD	F550
E1	BT25		ROAD TRACTOR*VOLVO	96	VOLVO	WG64T
E1	BT26		ROAD TRACTOR*VOLVO	96	VOLVO	WG64T
E1	BT27		VACALL-DRAIN CLEANER	79	FORD	LT8000
E1	INC-BT-27				VACALL	
E1	BT30		FLATBED w/ TMA	99	INTERNATIONAL	4700
	see AB-05		ARROW BOARD			
			TMA	98	INTERNATIONAL	4700
E1	BT31		FLATBED w/ TMA		SAFE-STOP	90 TMA
E1	INC-BT-31		TMA			
E1	INC-BT-31		ARROW BOARD			
E1	BT32		ROAD TRACTOR-International White	05	INTERNATIONAL	9200
E1	BT33		ROAD TRACTOR-International Tan	05	INTERNATIONAL	9200
E1	BT34		DUMP TRUCK - TRI-AXLE	99	WESTERN STAR	4964F
E1	BT35		Box Truck -(Cones)	99	FORD	F550
E1	BT36		ROAD TRACTOR*KENWORTH	04	KENWORTH	T300
E1	BT37		ROAD TRACTOR*KENWORTH	04	KENWORTH	T300
E1	BT38		VACALL-13 YD	98	GMC	T 8500
	INC-BT-38				VACALL	E5-ATD
E1	BT39		ROAD TRACTOR*FREIGHTLINER	05	FREIGHTLINER	CL 11264ST
E1	BT40	FS	Boom Truck - 17 ton	94	Ford	F-8000
E1	BT41	FS	Flat Bed Truck - 1 ton	08	Dodge	3500
E1	BT42		Dodge-550 [New Welding Truck]	12	Dodge	5500
E1	BT43		UBIU - KENWORTH	12	KENWORTH	T800

**JAVE, LLC Project List**  
**September 30th, 2021**

**Schedule B**

**COMPLETED PROJECTS**

*Completed Project Name/Location*

	<i>Owner</i>	<i>Description of Project</i>	<i>Date Complete</i>	<i>Contract Price</i>	<i>Reference Name Address</i>	<i>Phone #</i>
J001 Pendleton Co 10-2932	Kentucky DOT	Bridge Painting & Cleaning	2014	\$ 3,359,394.30	Craig Moore 200 Mero Street Frankfort, KY 40622	(859) 654-6105
J002 Nelson Co 11-2991	Kentucky DOT	Bridge Scour Mitigation	2012	\$ 266,613.60	Chad Fillatreau 200 Mero Street Frankfort, KY 40622	(270) 723-6665
J003 Morehead AWCOS Install	Morehead Rowan Co Airport Authority	Automated Weather Observing System Install	2013	\$ 133,000.00	Mike Gray 1800 Rodney Hitch Blvd Morehead, KY 40351	(606) 780-0085
J004 Fayette Co 12-2931	Kentucky DOT	Bridge Repair Expansion Joints	2012	\$ 194,433.71	Phillip Collins 200 Mero Street Frankfort, KY 40622	(859) 246-2067
J005 Clark's Run Pump Station Rehab & Upgrade	City of Danville	Clark's Run Pump Station Rehab & Upgrade	2014	\$ 545,250.00	Bernie Hunstad 445 West Main Street Danville, KY 40422	(859) 936-1300
J006 Hancock Co Hangar Bldg	Hancock Co Airport Board	Construct 10 Unit Hangar Bldg	2013	\$ 545,404.25	Jim Fallin 500 Airport Road Lewisport, KY 42351	(270) 314-6819
J007 Estill Co 12-2928	Kentucky DOT	Bridge Rehab	2014	\$ 255,837.10	Harry Campbell 200 Mero Street Frankfort, KY 40622	(606) 666-8841
J008 City of Jackson Tank Rehab	City of Jackson	Tank Rehab	2014	\$ 337,335.00	Rick Turner 333 Broadway Jackson, KY 41339	(606) 866-2056
J009 Bridge Construction on Ford Lane (Muhlenberg Co)	Muhlenberg Co Fiscal Court	Bridge Construction on Ford Lane	2013	\$ 89,900.00	Rick Neuman 100 South Main Street Greenville, KY 42345	(270) 338-2520
J011 Morehead-Rowan Co T-Hangar	Morehead Rowan Co Airport Authority	Construct 12 Unit Hangar Bldg	2014	\$ 924,200.00	Mike Gray 1800 Rodney Hitch Blvd Morehead, KY 40351	(606) 780-0085
J013 Marion-Crittenden Co Airport	Marion-Crittenden Co Airport Board	Construct Maintenance Hangar	2015	\$ 539,997.70	Jim Johnson 291 Airport Road Marion, KY 42064	(270) 965-4242
J014 Russell Co Airport	Russell Co Airport Board	Construct T-Hangar	2015	\$ 659,310.43	John Stivers 2624 S. Hwy 127 Russell Springs, KY 42642	(270) 349-6644
J015 Marion Co 16-1021	Kentucky DOT	Grade & Drain with Bridge	2016	\$ 634,879.97	Bow Warren 200 Mero Street Frankfort, KY 40622	(270) 465-4251
J016 Monticello-Wayne Co Airport	Monticello-Wayne Co Airport Board	Construct 10 Unit Hangar Bldg	2017	\$ 829,914.20	Russell Alley 519 Airport Road Monticello, KY 42633	(606) 348-7700
J017 Veterans Cemetery SE, Hyden, KY	Commonwealth of KY	Construct Veterans Cemetery RFB-35-17	2018	\$ 4,798,000.00	Josh N. Morgan	(502) 782-0320

JAVE, LLC Project List  
September 30th, 2021

Schedule B

J018 London-Corbin Airport	Taxiway Rehab	London-Corbin Co Airport Board	2016	\$	136,682.00	James Robinette 566 Hal Rogers Drive London, KY 40744	(606) 878-9100
J019 Knox Co 17-4001 w/Hinkle Contracting Company, LLC	Asphalt Pavement & Roadway Rehab	Kentucky DOT	2018	\$	494,123.75	Kevin Houston PO Box 200 Paris, KY 40362	(606) 670-9648
J020 Smucker	Triple Crown Site Work	The J.M. Smucker Company	2017	\$	441,500.00	Mark Kinslow 2137 Glen Lily Road Bowling Green, KY 42101	(270) 842-5184
J021 Tucker-Guthrie Memorial Airport, Harlan, KY	Apron Reconstruction Project KY 17-29	Harlan Co Airport Board	2018	\$	806,478.05	Mark Miracle 1494 Highway 1084 Baxter, KY 40806	(606) 573-7499
J022 Veterans Cemetery Expansion, Radcliff, KY	Burial Expan of Veterans Cemetery RFB-246-17	Commonwealth of KY	2018	\$	3,610,000.00	Josh N. Morgan 403 Wapping Street Frankfort, KY 40601	(502) 782-0320
J023 Stuart Powell Field, Danville, KY	Construct 10 Unit Hangar Bldg	Danville-Boyle Co Airport Board	2017	\$	758,199.65	Stuart Powell PO Box 1335 Danville, KY 40422	(859) 854-5994
J024 Clay Co 17-4123 w/JTS Construction	Asphalt Surface with Grade & Drain	Kentucky DOT	2018	\$	271,673.00	Wes Evans 3009 Atkinson Ave, Ste 400 Lexington, KY 40509	(859) 223-7001
J025 Lebanon-Springfield Airport, Lebanon, KY	Apron Rehabilitation Project KY 15-09	Marion-Washington Co Airport Board	2017	\$	\$447,638.00	Steve Drymon PO Box 805 Lebanon, KY 40033	(859) 336-3818
J026 Georgetown Municipal Water & Sewer (GMWSS)	GMWSS Collections & Distribution Center	Georgetown Municipal Water & Sewer	2019	\$	\$1,675,000.00	Robert Wilhite 1000 West Main Street Georgetown, KY 40324	(502) 869-7816
J027 Danville Water Park Splash Play	Danville Water Park Splash Play Renovation & Exp.	City of Danville	2018	\$	219,900.00	Earl Coffey 445 West Main Street Danville, KY 40423	(859) 238-1200
J028 Wayne Co Area Technology Center	Earthwork, Underground, Site Utilities & Concrete Foundations	Wayne Co Board of Education	2019	\$	895,410.00	Don Atwell 1116 E. College Street Glasgow, KY 42141	(270) 651-8848
J029 Maury Co, TN w/Innch Contracting, LLC	Apron Rehab Project, New Concrete Apron Area	Maury Co Reg Airport Authority	2019	\$	132,696.00	Byron Ogger 3131 Custer Drive, Suite 8 Lexington, KY 40517	(859) 272-0952
J030 Central KY Regional Airport	Apron Expansion	Madison Co Airport Board	2019	\$	1,574,092.10	Joe Watson 65 Aberdeen Drive Glasgow, KY 42141	(270) 651-7220
J031 City of Danville, South 2nd St. Bridge	Bridge Replacement	City of Danville	2019	\$	360,000.00	Earl Coffey 445 West Main Street Danville, KY 40423	(859) 238-1200
J032 KY Veterans Cemetery SE	Storage Building, RFB-172-19	Commonwealth of KY	2019	\$	107,500.00	Josh N. Morgan	(502) 782-0320

JAVE, LLC Project List  
September 30th, 2021

Schedule B

J033 Hardin Co 19-5053	Bridge Superstructure Rehab	Kentucky DOT	2019	\$	324,082.63	Robert Perkins 200 Mero Street Frankfort, KY 40622	403 Wapping Street Frankfort, KY 40601	(606) 357-3542
J034 Lincoln Co 19-5059	Bridge Superstructure Rehab	Kentucky DOT	2019	\$	357,348.41	Jessica Stringer 200 Mero Street Frankfort, KY 40622		(606) 365-2176
J035 London Town Center	Phase 1 Demolition & Drainage Improvements	City of London	2019	\$	88,400.00	Steve Baker 801 North Main Street London, KY 40741		(606) 864-2103
J036 New East Hardin Middle School	Site Excavation & Storm System	Hardin Co Board of Education	2019	\$	1,057,429.52	Billy Parson PO Box 1480 Glasgow, KY 42142-1480		(270) 651-8848
J037 Clay Co 19-5078	Bridge Replacement	Kentucky DOT	2019	\$	811,303.98	Daniel Hoffman 200 Mero Street Frankfort, KY 40622		(606) 598-2145
J039 Russell Co Airport	Runway & Apron Pavement Rehab Project	Russell Co Airport Board	2019	\$	319,338.30	Drew Beard PO Box 280 Columbia, KY 42728		(270) 384-2665
J040 Bell Co 19-5086	Bridge Superstructure Rehab	Kentucky DOT	2019	\$	224,430.23	Adam Knuckles 200 Mero Street Frankfort, KY 40622		(606) 337-3542
J043 Russellville-Logan Co. Airport	T-Hanger	Russellville-Logan Co. Airport Board	2020	\$	646,830.25	Mark Upchurch 2525 Harrodsburg Rd, Suite 405 Lexington, KY 40504		(859) 219-0659
J044 Nelson Co 19-2608 w/Intech Contracting, LLC	Bridge Repair	Kentucky DOT	2019	\$	88,384.57	Byron Ogger 3131 Custer Drive, Suite 8 Lexington, KY 40517		(859) 272-0352
J045 Morehead WWTP	Morehead WWTP Clarifier No. 1 Improvements	Morehead Utility Plant Board	2020	\$	716,435.46	Holly McGrath-Rosas 135 South Wilson Avenue Morehead, KY 40351		(606) 784-5538
J047 Knox Central HS Tennis Courts	Knox Central HS Tennis Courts	Knox Co Board of Education	2020	\$	564,000.00	Steve Maggard 3205 Summit Square Place Lexington, KY 40509		(859) 264-9860
J048 City of Corbin Splash Pad	Splash Pad	City of Corbin	2020	\$	591,285.00	Charlie Schneider 2360 Chauvin Drive Lexington, KY 40517		(859) 268-1953
J049 District 5 Maint. Preston Hwy Bridge I-65	District 5 Maint. Preston Hwy Bridge I-65	Kentucky DOT	2021	\$	165,013.77	Natalie House-Lewis 8310 Westport Road Louisville, KY 40242		(502) 210-5400
J050 District 11 Maint. KY 312 Whitley Co	District 11 Maint. KY 312 Whitley Co	Kentucky DOT	2021	\$	95,498.00	Mike West 603 Railroad Avenue Manchester, KY 40962		(606) 598-2145

JAVE, LLC Project List  
September 30th, 2021

Schedule C

INCOMPLETE PROJECTS  
Incomplete Project Name/Location

Project ID	Project Name/Location	Description of Project	Owner	Date Complete	Contract Price	Reference Name Address	Phone #	% Complete September 30th, 2021	Estimated Completion
J038	Bell Knox Leslie Whitley Co's 19-5062	Bridge Replacement	Kentucky DOT	In-process \$ 2,646,708.39	\$ 2,952,459.09 305,750.70	David Pison 200 Mero Street Frankfort, KY 40622	(606) 598-2145	90%	Oct 2020
J041	Laurel Co 19-5112	Bridge Superstructure Rehab	Kentucky DOT Actual completion date 5/15/20	In-process \$ 753,935.55	\$ 778,916.50 24,980.95	Lornie Morgan 200 Mero Street Frankfort, KY 40622	(606) 330-2110	97%	Aug 2020
J042	Harlan Knox Leslie Co's 19-5120	Bridge Replacement	Kentucky DOT	In-process \$ 2,914,810.69	\$ 3,351,917.18 437,106.49	Nick Gubbis 200 Mero Street Frankfort, KY 40622	(606) 337-3284	87%	May 2021
J046	Pulaski Co. 20-4201	Grade & Drain w/Asphalt Surface	Kentucky DOT Actual completion date 11/14/20	In-process \$ 1,853,754.18	\$ 1,925,066.56 71,312.38	James Jones 200 Mero Street Frankfort, KY 40622	(606) 677-4017	96%	Nov 2020
J051	Clay Co. 20-1321	Grade & Drain w/Asphalt Surface	Kentucky DOT Actual completion date 6/30/21	In-process \$ 486,924.54	\$ 487,365.01 440.47	Colby Nicholson 200 Mero Street Frankfort, KY 40622	(606) 598-5821	100%	Jun 2021
J052	Vesco WWTP Perry Co Fiscal Court	WWTP	Perry Co Fiscal Court	In-process \$ 196,654.94	\$ 979,100.00 782,445.06	Ronald M. Johnson 3213 Summit Square Place Lexington, KY 40509	(859) 543-1256	20%	Jan 2022
J053	Greene Co, TN	Bridge Replacement	Greene County Government	In-process \$ 254,295.15	\$ 614,367.10 360,071.95	Greg Green 7523 Taggart Lane Knoxville, TN 37938	(865) 947-5996	41%	120 cal days
J054	Boyle Co. 21-1017	Bridge Replacement	Kentucky DOT Actual completion date 6/29/21	In-process \$ 1,192,581.32	\$ 1,295,697.95 103,116.63	Jeremy Boyle 331 N. Stewarts Lane Danville, KY 40622	(859) 239-7403	92%	Oct 2021
J055	Grant Co Fiscal Court	Shady Lane Bridge Replacement	Grant Co Fiscal Court	In-process \$	\$ 99,806.00 99,806.00	Chuck Dills, Judge Executive 101 N. Main Street Williamstown, KY 41097	(859) 823-7561	0%	Jul 2021
J056	Bardstown-Nelson Co Airport	Erection of 10 Unit Hangar Bldg	Bardstown-Nelson Co Airport Board	In-process \$	\$ 138,000.00 138,000.00	Richard Tutt / Scott Hammond 65 Aberdeen Drive Glasgow, KY 42441	(270) 651-7720	0%	20 cal days
J057	Big Sandy Regional Airport	Construction of 9 Unit Hangar Bldg	Big Sandy Regional Airport Board	In-process \$	\$ 1,289,307.00 1,289,307.00	Mark Upchurch 2525 Harrodsburg Road, Suite 405 Lexington, KY 40504	(859) 410-2603	0%	May 2022
J058	Harlan Co. 21-5207	Grade & Drain w/Bridge	Kentucky DOT	In-process \$ 1,975,290.24 1,975,290.24	\$ 1,975,290.24 1,975,290.24	Robert Perkins 200 Mero Street Frankfort, KY 40622	(606) 337-3542	0%	Aug 2022
J059	Andover Forest Subdivision	Storm Water	Andover Forest HOA	In-process \$ 82,767.73 82,767.73	\$ 82,767.73 82,767.73	Thomas Hatfield 3111 Wall Street Lexington, KY 40513	(859) 296-9889	0%	Nov 2021

2137 ISLAND DR. • LEXINGTON, KY, 40502  
PHONE 859-553-4000 • FAX 859-271-5062 • E-MAIL JEFFREY@JAVELIN.CC.COM

## JEFFREY D. HOUCHIN

### EDUCATION

9/93-5/97	Henry Clay High School	Lexington, Ky
9/97-5/02	University of Kentucky	Lexington, Ky
	<i>B.A. Chemistry</i>	
	* Minor in Mathematics	
1/03-5/06	University of Kentucky	Lexington, Ky
	<i>B.S. Civil Engineering</i>	

### AWARDS RECEIVED

Youth Salute  
Nominated Greek Man Of The Year 2001

### WORK EXPERIENCE

8/97-5/02	Intech Contracting, LLC.	Lexington, Ky
	<i>Laborer</i>	
	* Office assistant during school year and manual laborer during summers.	
5/02-5/05	Intech Contracting, LLC.	Lexington, Ky
	<i>Foreman</i>	
	* Office assistant during school year and foreman during school breaks.	
5/05-Present	Intech Contracting, LLC.	Lexington, Ky
	<i>Construction Coordinator</i>	
	* Manage ongoing projects and help prepare for future bid opportunities.	
5/05-Present	Jave, LLC.	Lexington, Ky
	<i>President</i>	
	* Manage ongoing projects and help prepare for future bid opportunities.	

#### VOLUNTEER EXPERIENCE

Lexington Host Committee

Area Hospital Volunteer

Bank One Classic

Million Dollar Hole-In-One

Young Life Camp Volunteer

#### EXTRACURRICULAR ACTIVITIES

Henry Clay Golf Team

Beta Club

National Honor Society

Member Sigma Alpha Epsilon Fraternity 9/97-5/01

Member Order Of Omega Leadership Fraternity

Sigma Alpha Epsilon Community Service Chair

University Of Kentucky Inter-Greek Programming Assembly 99-00

Inter-Fraternity Council Vice-President of Alumni Relations 2000

Inter-Fraternity Council Judicial Board Chairman 2001

Kentucky Association of Highway Contractors (KAHC) New Products and Technologies Subcommittee (2007)

KAHC Safety Committee 2008-2011

KAHC Materials Subcommittee 2008-2011

KAHC Bridges Subcommittee 2010-2011

#### ACCREDITATIONS AND LICENSES

Kentucky Dry Stone Mason

KEPSC Inspector

Work Zone Traffic Control Technician - KY

KSPE - Leadership-Delegation and Time Management Training

Hazard Communication and Lead Standards

Work Zone Traffic Control Flagger and Trainer – KY

Work Zone Traffic Control Supervisor – KY

OSHA Competent Person Fall Protection

#### SPECIFIC JOBS AND ACTIVITIES

- See Attachment



## PERSONAL RESUME OF RON L. PFAFF

Date of Birth: July 15, 1945

Schools Attended: Cumberland College 1963-1966  
Major-Chemistry & Math

University of Kentucky 1966-1968  
BS-Civil Engineering

Work Experience:

Kentucky Dept. of Highways – District 11 1/69-11/69

Assistant Resident Engineer

Duties: Survey Party Chief, Inspector on I-75 in Laurel County

US Army Basic Training-Fort Jackson, SC 11/69-3/70

Hinkle Contracting Corporation-Paris, KY 5/70-3/81

Area Manager-Paving Division

Duties: Total responsibility for Central & Eastern Ky operations, supervision of 4 concrete ready-mix plants, estimating & bidding highway projects, establishing mix designs, supervising Quality Control equipment utilization, purchasing & pricing of ready-mix and estimating private grade, drain & bituminous surfacing projects.

Kay & Kay Contracting, LLC-London, KY 5/81-2011

Vice President

Duties: Estimating and preparation of proposals on all projects bld. Supervise Construction operations and personnel on all projects consisting of grade & drain, bridges, coal handling facilities, sewage & water lines, wastewater facilities and commercial buildings. Number of personnel supervised ranges from 100 to 300. Management responsibilities consist of assigning personnel and equipment to tasks at hand, ordering of materials and issuances of subcontracts. Work with owners and engineers in dispute negotiations. Prepare monthly pay requests.

# WESTFIELD INSURANCE COMPANY

Westfield Group® 1 Park Circle, P O Box 5001, Westfield Center, Ohio 44251-5001

## Document A310™ – 2010

### Bid Bond

#### CONTRACTOR:

(Name, legal status and address)

JAVE, LLC  
2137 ISLAND DRIVE  
LEXINGTON, KY 40502

#### SURETY:

(Name, legal status and principal place of business)

WESTFIELD INSURANCE COMPANY  
1 Park Circle, PO Box 5001  
Westfield Center, OH 44251-5001

#### OWNER:

(Name, legal status and address)

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT  
200 EAST MAIN STREET  
LEXINGTON, KY 40507

**BOND AMOUNT:** Five percent of the amount bid (5%)

#### PROJECT:

(Name, location or address, and Project number, if any)

BID NO. 92-2021 CLEMENS ROAD BRIDGE REPAIR

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, 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.

Signed and sealed this 30TH day of SEPTEMBER, 2021

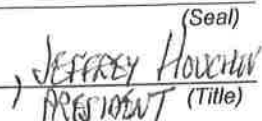


(Witness)

JAVE, LLC

(Principal)

By: 

  
(Seal)  
JEFFREY HOUCRAW  
PRESIDENT (Title)



DIANE L. PHELPS

(Witness)

WESTFIELD INSURANCE COMPANY

(Surety)

By: 

THOMAS J. MITCHELL, ATTORNEY-IN-FACT AND KENTUCKY RESIDENT AGENT (Title)

Document A310™ – 2010. Printed in cooperation with The American Institute of Architects (AIA) by Westfield Group. Westfield Group vouches that the language in the document conforms exactly to the language used in AIA Document A310™ 2010.

THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 05/19/20, FOR ANY PERSON OR PERSONS NAMED BELOW.

General  
Power  
of Attorney

CERTIFIED COPY

POWER NO. 1674252 07

**Westfield Insurance Co.**  
**Westfield National Insurance Co.**  
**Ohio Farmers Insurance Co.**  
Westfield Center, Ohio

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint  
**THOMAS J. MITCHELL, WILLIAM A. KANTLEHNER, III, CHRISTOPHER E. VON ALLMEN, ANDREW G. WINDHORST, JR., ANDREA CORTES, RYAN P. MITCHELL, WILLIAM A. KANTLEHNER, IV, DIANE L. PHELPS, S. ANNETTE MULLET, JOINTLY OR SEVERALLY**

of LOUISVILLE and State of KY its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship.

**LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.**

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

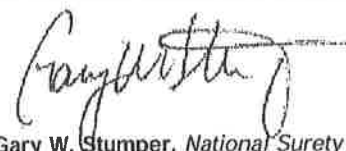
"Be It Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 19th day of MAY A.D., 2020.

Corporate  
Seals  
Affixed



WESTFIELD INSURANCE COMPANY  
WESTFIELD NATIONAL INSURANCE COMPANY  
OHIO FARMERS INSURANCE COMPANY

By: 

Gary W. Stumper, National Surety Leader and Senior Executive

State of Ohio  
County of Medina ss.:

On this 19th day of MAY A.D., 2020, before me personally came Gary W. Stumper to me known, who, being by me duly sworn, did depose and say, that he resides in Hartford, CT; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial  
Seal  
Affixed





David A. Kotnik, Attorney at Law, Notary Public  
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio  
County of Medina ss.:

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 30th day of September A.D., 2021.



  
Frank A. Carrino, Secretary

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

### GENERAL CONDITIONS

#### **1. DEFINITIONS**

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

##### **1.1 Addenda**

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

##### **1.2 Agreement**

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

##### **1.3 Application for Payment**

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

##### **1.4 Bid**

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

##### **1.5 Bidder**

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

##### **1.6 Bonds**

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

##### **1.7 Calendar Day**

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

##### **1.8 Change Order**

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

**1.9 Contract Documents**

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

**1.10 Contract Unit Price**

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

**1.11 Contract Time**

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

**1.12 CONTRACTOR**

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

**1.13 Defective**

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

**1.14 Drawings**

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

**1.15 Effective Date of the Agreement**

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

**1.16 CONSULTANT**

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

**1.17 Field Order**

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

**1.18 Giving Notice**

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

**1.19 Laws and Regulations**

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

**1.20 Notice of Award**

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

**1.21 Notice to Proceed**

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

**1.22 OWNER**

The Lexington-Fayette Urban County Government.

**1.23 Partial Utilization**

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

**1.24 Project**

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

**1.25 Inspector**

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

**1.26 Shop Drawings**

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

**1.27 Specifications**

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

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

**1.28 Standard Specifications**

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

**1.29 Subcontractor**

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

**1.30 Special Conditions**

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

**1.31 Supplier**

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

**1.32 Underground Facilities**

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

**1.33 Unit Price Work**

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

**1.34 Work**

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

**1.35 Time Period**

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

## **2. PRELIMINARY MATTERS**

### **2.1 Delivery of Bonds**

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

### **2.2 Copies of Documents**

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

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

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

### **2.4 Starting the Project**

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

### **2.5 Before Starting Construction**

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

### **2.6 Submittal of Schedules**

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

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

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

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

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

**2.7 Preconstruction Conference**

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

**2.8 Finalizing Schedules**

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

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

**3.1 General**

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

**3.2 Intent**

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

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

### **3.3 Conflicts**

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

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

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

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

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

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

### **3.5 Reuse of Documents**

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

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

### **4.1 Availability of Lands**

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

### **4.2 Physical Conditions**

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

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

#### **4.2.2 Existing Structures**

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



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

4.2.3 Report of Differing Conditions  
If CONTRACTOR believes that:

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

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

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

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

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

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

**4.3 Physical Conditions-Underground Facilities**

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

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

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

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

4.3.2 Not Shown or Indicated

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

**4.4 Reference Points**

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

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

### **5.1 Supervision**

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

### **5.2 Superintendence**

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

### **5.3 Labor**

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

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

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

#### **5.5 Materials and Equipment**

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

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

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

##### **5.5.2 Coordination of Work**

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

#### **5.6 Adjusting Progress Schedule**

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

## 5.7 Substitutes or "Or-Equal" Items

### 5.7.1 General

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

### 5.7.2 Substitutes

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

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

**5.7.3 OWNER/CONSULTANT'S Approval**

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

**5.8 Subcontractors, Suppliers, and Others**

**5.8.1 Acceptable to CONSULTANT**

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

**5.8.2 Objection After Due Investigation**

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

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

5.8.3 Contractor Responsible for Acts of Subcontractors

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

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

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

5.8.4 Division of Specifications

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

5.8.5 Agreement Between Contractor and Subcontractors

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

5.8.6 Statements and Comments by CONTRACTOR

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



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

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

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

#### **5.9 Patent Fees and Royalties**

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

#### **5.10 Permits**

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



## **5.11 Laws and Regulations**

### **5.11.1 CONTRACTOR to Comply**

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

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

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

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

## **5.12 Taxes**

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

## **5.13 Use of Premises**

### **5.13.1 Project Site**

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

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

**5.13.2 Clean UP**

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

**5.13.1 Loading of Structures**

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

**5.14 Record Drawings**

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

**5.15 Shop Drawings and Samples**

**5.15.1 Shop Drawing Submittals**

After checking and verifying all field measurements and after complying

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

5.15.2 Sample Submittals

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

5.15.3 Review by CONTRACTOR

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

5.15.4 Notice of Variation

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

5.15.5 CONSULTANT'S Approval

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

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

**5.15.6 Responsibility for Errors and Omissions**

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

**5.15.7 Cost of Related Work**

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

**5.16 Continuing the Work**

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

**5.17 Erosion and Sediment Control**

**5.17.1 General Environmental Requirements**

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

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

5.17.2 Stormwater Pollution Prevention

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

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

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

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

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

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

## **6. OTHER WORK**

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

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

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

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

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

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

### **6.4 Coordination**

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

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

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

### **7.1 Communications**

OWNER shall issue all communications to CONTRACTOR through CONSULTANT.

### **7.2 Data and Payments**

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

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

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

### **7.4 Change Orders**

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

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

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

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

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

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

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

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

### **8.2 Visits to Site**

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

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

**8.3 Project Representation**

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

**8.4 Clarifications and Interpretations**

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

**8.5 Authorized Variations in Work**

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

**8.6 Rejecting Defective Work**

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

**8.7 Shop Drawings**

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

**8.8 Change Orders**

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

**8.9 Payments**

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



**8.10 Determinations for Unit Prices**

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

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

**8.11 Decision on Disputes**

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

**8.12 Limitations on CONSULTANT's Responsibilities**

**8.12.1 CONTRACTOR, Supplier, or Surety**

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

**8.12.2 To Evaluate the Work**

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

8.12.3 CONTRACTOR'S Means, Methods, Etc.

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

8.12.4 Acts of Omissions of CONTRACTOR

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

**9. CHANGES IN THE WORK**

**9.1 OWNER May Order Change**

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

**9.2 Claims**

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

**9.3 Work Not in Contract Documents**

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

**9.4 Change Orders**

OWNER and CONTRACTOR shall execute appropriate Change Orders covering:

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

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

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

**9.5 Notice of Change**

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

**10. CHANGE OF CONTRACT PRICE**

**10.1 Total Compensation**

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

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

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

**10.3 Value of Work**

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

**10.3.1 Unit Prices**

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

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

**10.3.2 Lump Sum**

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

**10.3.3 Cost Plus Fee**

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

**10.4 Cost of the Work**

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

**10.4.1 Payroll Costs**

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

**10.4.2 Materials and Equipment Costs**

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

#### 10.4.3 Subcontractor Costs

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

#### 10.4.4 Special Consultant Costs

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

#### 10.4.5 Supplemental Costs

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10.5.2 Principal Office

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

10.5.3 Capital Expense

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

10.5.4 Bonds and Insurance

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

10.5.5 Costs Due to Negligence

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

10.5.6 Other Costs

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

## **10.6 Contractor's Fee**

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

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

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

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

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

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

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

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

## **10.7 Itemized Cost Breakdown**

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

## **10.8 Cash Allowances**

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



10.8.1 Materials and Equipment

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

10.8.2 Other Costs

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

10.8.3 Change Order

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

**10.9 Unit Price Work**

10.9.1 General

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

10.9.2 Overhead and Profit

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

10.9.3 Claim for Increase in Unit Price

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

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

### **11.1 Change Order**

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

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

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

### **11.3 Time Limits**

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

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

### **12.1 Warranty and Guarantee**

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

### **12.2 Access to Work**

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

## **12.3 Tests and Inspections**

### **12.3.1 Timely Notice**

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

### **12.3.2 Requirements and Responsibilities**

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

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

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

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

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

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

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

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

#### **12.3.4 Covered Work**

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

#### **12.3.5 CONTRACTOR'S Obligation**

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

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

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

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

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

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

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

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

**12.7 Acceptance of Defective Work**

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

**12.8 OWNER May Correct Defective Work**

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

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

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

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

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

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

##### **13.2.1 Waivers of Mechanic's Lien**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **13.5 Partial Utilization**

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

### **13.6 Final Inspection**

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

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

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



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

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

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

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

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

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

#### **13.8.3 Retainage**

**Retainage is not applicable to this project.**

### **13.9 CONTRACTOR'S Continuing Obligation**

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

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

**13.10 Waiver of Claims**

The making and acceptance of final payment will constitute:

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

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

**14. SUSPENSION OF WORK AND TERMINATION**

**14.1 OWNER May Suspend Work**

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

**14.2 OWNER May Terminate**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**14.3 CONTRACTOR'S Services Terminated**

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

**14.4 Payment After Termination**

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

**14.5 CONTRACTOR May Stop Work or Terminate**

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

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

## **15. MISCELLANEOUS**

### **15.1 Claims for Injury or Damage**

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

### **15.2 Non-Discrimination in Employment**

The CONTRACTOR shall comply with the following requirements prohibiting discrimination:

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

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

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

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

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

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

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

**15.3 Temporary Street Closing or Blockage**

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

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

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

**15.5 Clean-up**

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

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

**15.6 General**

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

**15.7 Debris Disposal**

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

END OF SECTION

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

- 1     BLASTING
- 2     RISK MANAGEMENT PROVISIONS –  
      INSURANCE AND INDEMNIFICATION
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1. **BLASTING** – not applicable.

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

**INDEMNIFICATION AND HOLD HARMLESS PROVISION**

- (1) It is understood and agreed by the parties that Contractor hereby assumes the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of Contractor or its employees, agents, servants, owners, principals, licensees, assigns or subcontractors of any tier (hereinafter "CONTRACTOR") under or in connection with this agreement and/or the provision of goods or services and the performance or failure to perform any work required thereby.
- (2) CONTRACTOR shall indemnify, save, hold harmless and defend the Lexington-Fayette Urban County Government and its elected and appointed officials, employees, agents, volunteers, and successors in interest (hereinafter "LFUCG") from and against all liability, damages, and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, from or by CONTRACTOR's performance or breach of the agreement and/or the provision of goods or services provided that: (a) it is attributable to personal injury, bodily injury, sickness, or death, or to injury to or destruction of property (including the loss of use resulting therefrom), or to or from the negligent acts, errors or omissions or willful misconduct of the CONTRACTOR; and (b) not caused solely by the active negligence or willful misconduct of LFUCG.
- (3) In the event LFUCG is alleged to be liable based upon the above, CONTRACTOR shall defend such allegations and shall bear all costs, fees and expenses of such defense, including but not limited to, all reasonable attorneys' fees and expenses, court costs, and expert witness fees and expenses, using attorneys approved in writing by LFUCG, which approval shall not be unreasonably withheld.
- (4) These provisions shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this agreement.
- (5) LFUCG is a political subdivision of the Commonwealth of Kentucky. CONTRACTOR acknowledges and agrees that LFUCG is unable to provide indemnity or otherwise save, hold harmless, or defend the CONTRACTOR in any manner.

**FINANCIAL RESPONSIBILITY**

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

## **INSURANCE REQUIREMENTS**

YOUR ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW, 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:

<b><u>Coverage</u></b>	<b><u>Limits</u></b>
General Liability aggregate (Insurance Services Office Form CG 00 01)	\$1 million per occurrence, \$2 million or \$2 million combined single limit
Commercial Automobile Liability occurrence (Insurance Services Office Form CA 0001)	combined single, \$1 million per
Worker's Compensation	Statutory
Employer's Liability	\$100,000.00
Excess/Umbrella Liability	\$10 million per occurrence

The policies above shall contain the following conditions:

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

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

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

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

#### Renewals

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

#### Deductibles and Self-Insured Programs

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

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

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

#### Safety and Loss Control

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

#### Verification of Coverage

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

#### Right to Review, Audit and Inspect

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

#### DEFAULT

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

00357187

**3. WAGE SCALES – NOT APPLICABLE.**

**4. WEATHER RELATED DELAYS**

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

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

END OF SECTION

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

### **CONTRACT AGREEMENT**

THIS AGREEMENT, made on the 7 day of DECEMBER, 2021, by and between **Lexington-Fayette Urban County Government**, acting herein called "OWNER" and **Jave LLC**, doing business as a corporation located in the City of Lexington, County of Fayette, and State of Kentucky, hereinafter called "CONTRACTOR."

WITNESSETH: That the CONTRACTOR and the OWNER in consideration of one hundred sixty five thousand six hundred seven Dollars and twenty-three Cents (\$165,607.23) quoted in the proposal by the CONTRACTOR, dated September 30, 2021, 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 J.M. Crawford and Associates for the Clements Road Bridge Repair 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 seventy-five (75) days to final completion. The time shall begin in accordance with the Notice to Proceed provided by OWNER.

#### **3. ISSUANCE OF WORK ORDERS**

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

#### **4. THE CONTRACT SUM**

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

#### **5. PROGRESS PAYMENTS**

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

## **6. ACCEPTANCE AND FINAL PAYMENT**

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

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

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

## **7. THE CONTRACT DOCUMENTS**

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

## **8. EXTRA WORK**

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

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

**SPECIFICATIONS**

SECTION NO.	TITLE	PAGES
I	Advertisement for Bids	AB 1 thru 5
II	Information for Bidders	IB 1 thru 10
III	Form of Proposal	P 1 thru 38
IV	General Conditions	GC 1 thru 52
V	Special Conditions	SC 1 thru 8
VI	Contract Agreement	CA 1 thru 5
VII	Performance and Payment Bonds	PB 1 thru 7
VIII	Addenda	AD 1 thru 1
IX	Technical Specifications and Drawings	

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

(Seal)

Lexington-Fayette Urban County Government.

Lexington, Kentucky

(Owner)

ATTEST:

Margerie Stock  
Clerk of the Urban County Council

BY: Rinda Gorton  
MAYOR

[Signature]  
(Witness)

Mayor  
(Title)

(Seal)

JAVE, LLC  
(Contractor)

Jeff Hooven, Jeff Hooven  
(Secretary)\* CONTRACTS MGR

BY: [Signature], JEFFREY HOUGH

Andrea Ohlson  
(Witness)

PRESIDENT  
(Title)

2148 ISLAND DRIVE, LEXINGTON, KY 40502  
(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.

JAN 17 2022

# Westfield Insurance Company

Westfield Group® 1 Park Circle, PO Box 5001, Westfield Center, Ohio 44251-5001

Bond No. 8931087

Document A312™ - 2010

## Performance Bond

### CONTRACTOR:

(Name, legal status and address)

Jave LLC  
2148 Island Drive  
Lexington, KY 40502

### OWNER:

(Name, legal status and address)

Lexington-Fayette Urban County Government  
200 East Main Street  
Lexington, KY 40507

### CONSTRUCTION CONTRACT

Date:

Amount: \$165,607.23 One Hundred Sixty Five Thousand Six Hundred Seven and 23/100---Dollars

Description:

(Name and location)

Bid #92-2021 Clemens Road Bridge Repair

### SURETY:

(Name, legal status and principal place of business)

Westfield Insurance Company  
1 Park Circle, PO Box 5001  
Westfield Center, OH 44251-5001

### BOND

Date:

(Not earlier than Construction Contract Date)

Amount: \$165,607.23 One Hundred Sixty Five Thousand Six Hundred Seven and 23/100--Dollars

Modifications to this Bond:



None



See Section 16

### CONTRACTOR AS PRINCIPAL

Company:

Jave LLC

(Corporate Seal)

### SURETY

Company: Westfield Insurance Company

(Corporate Seal)

Signature:

Name



Signature:

Name Thomas J. Mitchell



and Title:

PRESIDENT

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

and Title: Attorney-in-Fact

(FOR INFORMATION ONLY – Name, address and telephone)

AGENT or BROKER:

Arthur J. Gallagher Risk Management Services, Inc.  
1601 Alliant Avenue  
Louisville, KY 40299-6338  
502-415-7000

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

J.M.Crawford and Associates  
131 Prosperous Place, Suite 18A  
Lexington, KY 40509  
859-263-4399

DOCUMENT A312™ 2010

Printed in cooperation with the American Institute Of Architects (AIA), by Westfield Group®. Westfield Group vouches that the language in the document conforms exactly to the language used in AIA Document A312™ 2010.

BD 5971 (07/2010)

- 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
- 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.
- 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after
  - .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
  - .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
  - .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
- 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
- 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
  - 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
  - 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
  - 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or
  - 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:
    - .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
    - .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.
- 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

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

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

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

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

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

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

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

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

#### **14 Definitions**

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

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

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

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

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

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

**16 Modifications to this bond are as follows:**

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

**CONTRACTOR AS PRINCIPAL**

Company: \_\_\_\_\_  
(Corporate Seal)  
Signature: \_\_\_\_\_  
Name and Title: \_\_\_\_\_  
Address \_\_\_\_\_

**SURETY**

Company: \_\_\_\_\_  
(Corporate Seal)  
Signature: \_\_\_\_\_  
Name and Title: \_\_\_\_\_  
Address \_\_\_\_\_



# Westfield Insurance Company

Westfield Group® 1 Park Circle, PO Box 5001, Westfield Center, Ohio 44251-5001

Bond No. 8931087

Document A312™ - 2010

## Payment Bond

### CONTRACTOR:

(Name, legal status and address)

Jave LLC

2148 Island Drive

Lexington, KY 40502

### OWNER:

(Name, legal status and address)

Lexington-Fayette Urban County Government

200 East Main Street

Lexington, KY 40507

### SURETY:

(Name, legal status and principal place of business)

Westfield Insurance Company

1 Park Circle, PO Box 5001

Westfield Center, OH 44251-5001

### CONSTRUCTION CONTRACT

Date:

Amount: \$165,607.23 One Hundred Sixty Five Thousand Six Hundred Seven and 23/100---Dollars

Description:

(Name and location) Bid #92-2021 Clemens Road Bridge Repair

### BOND

Date:

(Not earlier than Construction Contract Date)

Amount: \$165,607.23 One Hundred Sixty Five Thousand Six Hundred Seven and 23/100--Dollars

Modifications to this Bond:

☐ None

☐ See Section 18

### CONTRACTOR AS PRINCIPAL

Company:

Jave LLC

(Corporate Seal)

### SURETY

Company:

Westfield Insurance Company

(Corporate Seal)

Signature:

Name

Signature:

Name Thomas J. Mitchell

and Title:

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

and Title:

Attorney-in-Fact

(FOR INFORMATION ONLY – Name, address and telephone)

### AGENT or BROKER:

Arthur J. Gallagher Risk Management Services, Inc.

1601 Alliant Avenue

Louisville, KY 40299-6338

502-415-7000

### OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

J.M.Crawford and Associates

131 Prosperous Place, Suite 18A

Lexington, KY 40509

859-263-4399

- 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
- 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
- 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.
- 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.
- 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:
  - 5.1 Claimants, who do not have a direct contract with the Contractor,
    - .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
    - .2 have sent a Claim to the Surety (at the address described in Section 13).
  - 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).
- 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.
- 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
  - 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
  - 7.2 Pay or arrange for payment of any undisputed amounts.
  - 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.
- 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
- 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the

Owner's priority to use the funds for the completion of the work.

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

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

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

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

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

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

## **16 Definitions**

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

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

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

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

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

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

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

**18** Modifications to this bond are as follows:

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

**CONTRACTOR AS PRINCIPAL**

Company:

*(Corporate Seal)*

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

Name and Title: \_\_\_\_\_

Address \_\_\_\_\_

**SURETY**

Company:

*(Corporate Seal)*

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

Name and Title: \_\_\_\_\_

Address \_\_\_\_\_

THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 05/19/20, FOR ANY PERSON OR PERSONS NAMED BELOW.

POWER NO. 1674252 07

General  
Power  
of Attorney

**Westfield Insurance Co.**  
**Westfield National Insurance Co.**  
**Ohio Farmers Insurance Co.**  
Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint  
**THOMAS J. MITCHELL, WILLIAM A. KANTLEHNER, III, CHRISTOPHER E. VON ALLMEN, ANDREW G. WINDHORST, JR., ANDREA CORTES, RYAN P. MITCHELL, WILLIAM A. KANTLEHNER, IV, DIANE L. PHELPS, S. ANNETTE MULLET, JOINTLY OR SEVERALLY**

of LOUISVILLE and State of KY its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship.

**LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.**

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact, may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be It Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 19th day of MAY A.D., 2020 .

Corporate  
Seals  
Affixed



WESTFIELD INSURANCE COMPANY  
WESTFIELD NATIONAL INSURANCE COMPANY  
OHIO FARMERS INSURANCE COMPANY

By:   
**Gary W. Stumper, National Surety Leader and Senior Executive**

State of Ohio  
County of Medina ss.:

On this 19th day of MAY A.D., 2020 , before me personally came **Gary W. Stumper** to me known, who, being by me duly sworn, did depose and say, that he resides in **Hartford, CT**; that he is **National Surety Leader and Senior Executive** of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial  
Seal  
Affixed



**David A. Kotnik, Attorney at Law, Notary Public**  
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio  
County of Medina ss.:

I, **Frank A. Carrino**, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this day of A.D.,



**Frank A. Carrino, Secretary**

Frank A. Carrino, Secretary

MAYOR LINDA GORTON



LEXINGTON

TODD SLATIN  
DIRECTOR  
CENTRAL PURCHASING

November 10, 2021

Jave LLC  
ATTN: Jeff Houchin  
2148 Island Drive  
Lexington, KY 40502

RE: Bid #92-2021 Clemens Road Bridge Repair

Dear Mr. Houchin,

Your bid has been recommended to Council for acceptance and should receive second reading December 2, 2021.

The specifications for this purchase require the recommended bidder to furnish a performance bond or certified check in the amount of 100 percent of the bid amount recommended.

Please forward **three** original contracts and performance and payment bonds (or certified check), made payable to the Lexington-Fayette Urban County Government as obligee, in the amount of **\$165,607.23** as soon as possible, in order to expedite a purchase order.

If you furnish a certified check as a performance bond, that check will be returned to you upon successful completion of your obligations under the terms and conditions of this contract.

Thank you for your immediate attention to this matter.

Sincerely,

---

Todd Slatin, Director  
Division of Central Purchasing





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/11/2022

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

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

PRODUCER	CONTACT NAME: Stacy Douglas
TIS Insurance Services, Inc.	PHONE (A/C No, Ext): (865) 691-4847 FAX (A/C No): (865) 694-4847
1900 Winston Road, Suite 100	E-MAIL: sdouglas@tisins.com
P.O. Box 10328	INSURER(S) AFFORDING COVERAGE
Knoxville TN 37939-0328	INSURER A: National Trust Ins/FCCI
	INSURER B: Kentucky AGC/SIF
INSURED	INSURER C:
Jave, LLC	INSURER D:
2148 Island Drive	INSURER E:
Lexington KY 40502	INSURER F:

## COVERAGES

CERTIFICATE NUMBER: 22/23 w. LHR Equip

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			CPP100054267	01/15/2022	01/15/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CA100054268	01/15/2022	01/15/2023	PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 0			UMB100054269	01/15/2022	01/15/2023	PER STATUTE <input checked="" type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 4,500,000 E.L. DISEASE - EA EMPLOYEE \$ 4,500,000 E.L. DISEASE - POLICY LIMIT \$ 4,500,000 Limit: \$500,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	22615	01/01/2022	01/01/2023	
A	Leased/Hired/Rented Equipment			CPP100054267	01/15/2022	01/15/2023	Deductible: \$1,000

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

## CERTIFICATE HOLDER

For Information Purposes Only.

## CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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**PART VII**

**PERFORMANCE AND PAYMENT BONDS**

1. PERFORMANCE BOND
2. PAYMENT BOND



**PART VII**

**PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS, that

\_\_\_\_\_  
(Name of CONTRACTOR)

\_\_\_\_\_  
(Address of CONTRACTOR)

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

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

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

hereinafter called Surety, are held and firmly bound unto

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

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

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

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

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

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

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

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

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

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

ATTEST:

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

\_\_\_\_\_  
Principal

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

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

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

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

ATTEST:

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

(SEAL)

\_\_\_\_\_  
Surety

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

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

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

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

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

Surety

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

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

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

**PART VII**  
**PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENT: that

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

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

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

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

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

hereinafter called Surety, are held and firmly bound unto:

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

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

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

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

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

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

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

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

ATTEST:

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

(SEAL)

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

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

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

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

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

ATTEST:

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

(SEAL)

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

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

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

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

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

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

END OF SECTION

**PART VIII**

**ADDENDA**

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

Addendum  
Number

Title

Date

1.

\_\_\_\_\_

\_\_\_\_\_

2.

\_\_\_\_\_

\_\_\_\_\_

3.

\_\_\_\_\_

\_\_\_\_\_

4.

\_\_\_\_\_

\_\_\_\_\_

5.

\_\_\_\_\_

\_\_\_\_\_

## IX. TECHNICAL SPECIFICATIONS



## **PART IX**

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## **TECHNICAL SPECIFICATIONS**

### **SECTION A – GENERAL PROVISIONS**

#### **A.1 KENTUCKY DEPARTMENT OF HIGHWAYS - SPECIFICATIONS**

Except as otherwise indicated on the Plans, and in the Contract Documents, and Specifications, all items of Work including materials, construction methods, method of measurement and basis of payment shall comply with the current edition of the *Kentucky Department of Highways (KDOH) Standard Specifications for Road and Bridge Construction* and all current revisions.

With regard to the incorporation *Standard Specifications of KDOH* into these Technical Specifications, the following should be noted:

- Unless either the content implicitly or the Plans, Contract Documents, and Specifications explicitly indicate otherwise, all KDOH references to "the Department" should be construed as being references to the Lexington-Fayette Urban County Government (LFUCG).
- Any discrepancy between the *Standard Specifications of KDOH* and the express intentions of Lexington-Fayette Urban County Government (i.e., Plans, Contract Documents, and Specifications, and Lexington-Fayette Urban County Government Standard Drawings) shall be resolved in favor of the latter. (An example of one of the more common types of discrepancy is that which sometimes occurs with regard to the measurement of and payment for Work items.)

#### **A.2 ABBREVIATIONS**

Abbreviations of standards, codes, and publications used within these Specifications are as follows:

ASTM	American Society of Testing and Materials
ANSI	American National Standard Institute
KDOH	Kentucky Department of Highways, "Standard Specifications for Road and Bridge Construction," Current Edition

#### **A.3 SCOPE**

It is the intent that the CONTRACTOR, in accordance with the Plans, Contract Documents and Specifications, and other mutually acknowledged informational materials shall perform everything required to be performed and to furnish a complete, fully operating Work, and shall provide and furnish all labor, materials, necessary tools, expendable and non-expendable equipment and all transportation services required for the entire, proper completion of the Work, the cost of all of which shall be included in his bid.

The CONTRACTOR shall make all requisite excavations and foundation preparation for constructing temporary supports/shoring. The CONTRACTOR shall provide all signs, lighting, barricades, flagmen and watchmen, and make provisions necessary to protect and maintain buildings, fences, trees, shrubs, poles, existing utility fixtures, watercourses, surface drains, or other structures in, on, across, or adjacent to the Work and repair all damage done to them where and as required. The CONTRACTOR shall perform all backfilling, restore walks, grass plots, flowers, shrubs, trees, paved surfaces, etc., damaged or disturbed and clear away all rubbish and surplus materials. The CONTRACTOR shall put in complete and acceptable working order the items covered by the Contract.

This Specification sets forth several items of Work or conditions, which are required as integral parts of the successful completion of the Project. All items discussed herein under General Provisions are considered incidental to the overall accomplishment of the Project and no separate payment shall be made therefore unless otherwise noted elsewhere in these specifications.

#### **A.4 CONTRACTOR'S FACILITIES**

A.4.1 Sanitary Facilities: The CONTRACTOR shall provide and maintain all necessary sanitary facilities at the site, in accordance with all applicable regulations, and shall properly remove same at completion of the Project.

A.4.2 Utilities: The obtaining of all utilities, which may be required for construction, shall be the responsibility of the CONTRACTOR.

#### **A.5 CONTRACTOR'S FIELD OFFICE**

A CONTRACTOR'S Field Office is not required.

#### **A.6 UTILITIES**

The CONTRACTOR is to notify all utility companies prior to beginning construction operations.

It shall be the CONTRACTOR'S responsibility to locate all utilities, make appropriate arrangements regarding relocation, maintain utility service throughout the construction period, and make final relocations at the completion of the Work. The CONTRACTOR shall be responsible for any injury or damage to the existing utilities due to his operations whether shown or not shown in the plans. Where utilities are shown or indicated on the plans, the information given is in accordance with the best information in possession of the OWNER but is approximate only. The data is not warranted to be either complete or correct, and the CONTRACTOR shall assume all risks resulting from the conditions arising from the approximations shown.

The CONTRACTOR shall confer with the utility companies to inform them of the proposed construction schedule, verify the location and elevation of existing utilities and arrange for the relocation and adjustment of any facilities to avoid interference with the proposed construction. All such activities are to be performed under the direction of and with the approval of the ENGINEER.

When the various utility owners find it necessary to make adjustments to their lines where the CONTRACTOR is presently working, the CONTRACTOR is to move his operations to another area of Work so as not to interfere in any way with the utility company's Work.

Any utilities covered up or lost by the construction operations of the CONTRACTOR shall be uncovered and found by the CONTRACTOR and the new construction repaired and/or replaced as directed by the ENGINEER. No additional compensation will be allowed for such Work nor shall any additional payment be allowed for the relocation and adjusting of any utility but shall be considered incidental to other Work.

The CONTRACTOR shall make a concerted effort to prevent any disruption of utility services, and if an unintended disruption occurs, the CONTRACTOR shall immediately and safely restore service. If disruption of any of the utility services covered in this section is unavoidable, it will be the responsibility of the CONTRACTOR to notify affected property owners. The CONTRACTOR shall also make every effort to restore said services before quitting Work for the day. In the event this cannot be done, the CONTRACTOR shall provide temporary service to the property owners until permanent service can be restored.

#### **A.7 INSTALLATION REQUIREMENTS**

Manufactured articles, materials and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned as suggested by the respective manufacturers, unless otherwise specified herein or directed by the ENGINEER.

#### **A.8 PROOF OF COMPLIANCE**

Whenever the Contract Documents require that a product be in accordance with Federal Specifications, ASTM Designations, ANSI Specifications, or other associations' standards, the CONTRACTOR shall present a certification from the manufacturer that the product complies therewith. When requested or specified, the CONTRACTOR shall submit supporting test data to substantiate compliance.

#### **A.9 DUST CONTROL**

The CONTRACTOR shall be responsible for minimizing the generation of dust resulting from his operations at all times. The CONTRACTOR shall be required to maintain all excavations, embankments, stockpiles, roads, permanent access roads, plant sites, waste areas, and all other Work areas within or without the project boundaries free from dust, which would cause a hazard or nuisance to others. Approved temporary methods of stabilization consisting of sprinkling, chemical treatment, light Asphalt treatment, or similar methods will be permitted to control dust. Dust control shall be performed as the Work proceeds, and whenever a dust nuisance or hazard occurs.

#### **A.10 REPAIR OF DAMAGE**

Any damage done to structures, fills, roadways, or other areas shall be repaired at the CONTRACTOR'S expense before final payment is made.

#### **A.11 PROJECT EXTENT**

The CONTRACTOR shall be responsible for satisfying himself as to the construction limits for the Project. The CONTRACTOR shall not establish Work, storage, or staging area outside the Project limits, unless otherwise directed or approved by the ENGINEER.

#### **A.12 WORKING HOURS**

Work on these Projects shall generally be restricted to daylight hours, but may be further restricted by the ENGINEER if required; except emergency Work, such as any necessary pumping, which may require 24-hour operation. If the CONTRACTOR elects to Work beyond the normal work week, he shall notify the ENGINEER of his intent as far in advance as possible. Lane closures for all streets with a functional classification above local shall occur only between the hours of 9:00 a.m. and 3:00 p.m., except as approved by the ENGINEER.

#### **A.13 GUARANTEE**

The CONTRACTOR shall assume responsibility for all workmanship and materials for a period of one year from final payment. Any Work found to be defective due to failure to comply with the provision and intent of the Contract Documents, Specifications, and Plans shall be replaced at the CONTRACTOR'S expense.

#### **A.14 PROPERTY CONSIDERATION**

Materials having a salvage value shall remain the property of the OWNER. Salvageable material rejected by the OWNER shall become the responsibility of the CONTRACTOR to dispose of in a proper manner subject to the approval of the ENGINEER.

#### **A.15 BLASTING**

Blasting is NOT permitted.

#### **A.16 HAZARDOUS MATERIAL - GAS LINES**

The CONTRACTOR is advised to exercise caution in his operations on this project, regardless of whether the plans indicate or do not indicate the presence of any gas or hazardous materials carrying lines.

#### **A.17 DIVERSION OF STORM WATER**

Appropriate measures must be taken to sandbag the necessary manholes and to divert drainage around the area under construction, including the use of pumps if necessary. The CONTRACTOR is responsible for developing a plan to divert storm drainage around the construction area with the approval from the ENGINEER. Materials, labor, and all incidentals necessary to accomplish this diversion of storm drainage will be considered incidental to the contract unless noted otherwise in Section 14 of these Specifications.

#### **A.18 SEWER SERVICE MAINTENANCE**

It is not anticipated that any live sanitary sewer line will be encountered or affected by construction of this project. However, if encountered, sewage flow is to be maintained by whatever means necessary with the exception of unavoidable short-term disconnections during sewer replacement. No surcharge of manholes causing a sewer backup into a property will be allowed.

No separate payment will be made for Sewer Service Maintenance. Sewer Service Maintenance shall include all materials, equipment and labor necessary to maintain sewer service to affected properties during construction.

#### **A.19 EROSION AND SEDIMENT CONTROL**

This work as described in Section 5.17 of the General Conditions shall involve preparation of a Stormwater Pollution Prevention Plan, (SWPP) a Notice of Intent (NOI-SWCA), a Notice of Termination (NOT), and a Land Disturbance Permit (LDP). Preparation of these documents shall be the responsibility of the Contractor.

Payment for preparation of the SWPP, the NOI and NOT will be incidental to the cost of other work under this contract.

Payment for the LDP will be incidental to the cost of other work performed under this contract. Other related permits, such as a Stream Encroachment Permit, Water Quality Certification, and/or USACE permits, shall be obtained by the LFUCG as needed.

END OF SECTION A

## **TECHNICAL SPECIFICATIONS**

### **SECTION B – FINAL CLEANUP**

#### **B.1 SCOPE**

The Work will not be considered as complete, and final payment will not be made, until the right-of-way and all ground occupied 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 in waste areas provided by the CONTRACTOR. All property, both public and private, which has been damaged in the execution of the Work, shall be repaired or replaced in an acceptable manner. All ditches in the area of the Work shall be drained and areas affected by the Work shall be left unobstructed and in such condition as acceptable to the ENGINEER.

#### **B.2 PAYMENT**

No direct payment will be made for final cleanup.

END OF SECTION B

## **TECHNICAL SPECIFICATIONS**

### **SECTION C – ALLOWANCES**

#### **PART 1 – GENERAL**

##### **1.1 SCOPE**

A. This Section includes administrative and procedural requirements governing allowances. Certain items are specified in the Contract Documents by allowances. Allowances have been established in lieu of additional requirements and to defer selection of actual materials and equipment to a later date when additional information is available for evaluation. If necessary, additional requirements will be issued by Change Order.

B. The following allowances shall be included in the Contractor's BASE BID CONTRACT PRICE:

Quality Control Services Allowance – Include a \$10,000 allowance which shall cover the costs of Quality Control Services including testing and inspection in accordance with Technical Specification Section D. This work will be completed on a time and material basis.

##### **1.2 RELATED DOCUMENTS**

Drawings and general provisions of the Contract and other Technical Specification Sections, apply to this Section.

##### **1.3 SELECTION AND PURCHASE**

A. At the earliest practical date after award of the Contract, advise Owner of the date when final selection and purchase of services described by an allowance must be completed to avoid delaying the Work.

B. At Owner's request, obtain proposals for use in making final selection of testing contractor and include recommendations that are relevant to performing the Work.

C. Procure testing services selected by the Owner from the designated supplier.

##### **1.4 SUBMITTALS**

A. Submit proposals for purchase of testing services included in allowance, in the form specified for Change Orders.

B. Submit invoices to show actual quantities of services used for fulfillment of the allowance.

C. Coordinate and process submittals for allowance in same manner as for other portions of



the Work.

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

**PART 3 – EXECUTION**

**3.1 EXAMINATION**

Examine test results covered by the allowance promptly on delivery for deficiencies.

END OF SECTION C

## **TECHNICAL SPECIFICATIONS**

### **SECTION D – QUALITY CONTROL SERVICES**

#### **PART 1 – GENERAL**

##### **1.1 DESCRIPTION OF REQUIREMENTS**

A. Required inspection and testing services are intended to assist in the determination of probable compliance of the Work with requirements specified or indicated. These required services do not relieve the Contractor of responsibility for compliance with these requirements or for compliance with requirements of the Contract Documents.

B. Tests, inspections and certifications of materials, equipment, subcontractors or completed Work, as required by the various sections of the Specifications shall be obtained by the Contractor and all costs shall be included in the Contract Price as an allowance.

C. The Contractor shall submit to the Engineer the name of any testing laboratory to be used for approval.

D. Certifications by independent testing laboratories may be by copy of the attest and shall give scientific procedures and results of tests. Certifications by persons having interest in the matter shall be by original attest properly sworn to and notarized.

E. Inspections, tests and related actions specified in this section and elsewhere in the Contract Documents are not intended to limit the Contractor's own quality control procedures which facilitate overall compliance with requirements of the Contract Documents.

##### **1.2 RELATED DOCUMENTS**

Drawings and general provisions of Contract, and other Technical Specifications sections, apply to Work of this Section.

##### **1.3 SUBMITTALS**

A. Submit a certified written report of each inspection, test or similar service, directly to the Owner.

B. Report Data: Written reports of each inspection, test of similar service shall include, but not be limited to the following:

1. Name of testing agency or test laboratory.
2. Dates and locations of samples and tests or inspections.
3. Names of individuals making the inspection or test.
4. Designation of the work and test method.

5. Complete inspection or test data.
6. Test results.
7. Interpretations of test results.
8. Notation of significant ambient conditions at the time of sample-taking and testing.
9. Comments of professional opinion as to whether inspected or tested work complies with requirements of the Contract Documents.
10. Recommendations on retesting, if applicable.

#### **1.4 RESPONSIBILITIES**

A. Contract Responsibilities: Except where they are specifically indicated as being the Owner's responsibility, or where they are to be provided by another identified entity, inspections, tests and similar quality control services are the Contractor's responsibility; these services also include those specified to be performed by an independent agency and not directly by the Contractor. Costs for these services shall be included as an allowance. The Contractor shall employ and pay an independent agency, testing laboratory or other qualified firm to perform quality control services specified.

B. Retest Responsibility: Where results of required inspections, tests or similar services prove unsatisfactory and do not indicate compliance of related Work with the requirements of the Contract Documents, then retests are the responsibility of the Contractor, regardless of whether the original test was the Contractor's responsibility. Retesting of work revised or replaced by the Contractor is the Contractor's responsibility, where required tests were performed on original Work.

C. Responsibility for Associated Services: The Contractor is required to cooperate with the independent performing required inspections, tests and similar services. Provide such auxiliary services as are reasonably requested. Notify the testing agency sufficiently in advance of operations to permit assignment of personnel. These auxiliary services include but are not necessarily limited to the following:

1. Providing access to the Work.
2. Taking samples or assistance with taking samples.
3. Delivery of Samples to test laboratories.
4. Delivery and protection of samples and test equipment at the project site.

D. Coordination: The Contractor and each independent agency engaged to perform inspections, tests and similar services for the project shall coordinate the sequence of their activities so as to accommodate required services with a minimum of delay in the progress of the Work. In addition, the Contractor and each independent testing agency shall coordinate their Work so as to avoid the necessity of removing and replacing Work to accommodate inspections and tests. The Contractor is responsible for scheduling times for inspections, tests, taking of samples and similar activities.

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

## **PART 3 – EXECUTION**

### **3.1 REPAIR AND PROTECTION**

Upon completion of inspection, testing, samples taking and similar services performed on the Work, repair damaged work and restore to eliminate deficiencies, including deficiencies in the visual qualities of exposed finishes. Protect Work exposed by or for quality control service activities and protect repaired work. Repair and protection is the Contractor's responsibility, regardless of the assignment of responsibility for inspection, testing or similar services.

### **3.2 STRUCTURAL CONCRETE**

A. Concrete Class A shall be tested at the rates specified in the KDOH Standard Specifications Section 601.03.03(D).

B. All testing shall be done in accordance with ACI 301 and KDOH Standard Specifications.

### **3.3 OTHER**

Inspections and/or testing of other work items as directed by the Owner shall be coordinated by the Contractor.

END OF SECTION D

## **TECHNICAL SPECIFICATIONS**

### **SECTION 1 – EROSION AND SEDIMENT CONTROL**

#### **1.1 SCOPE**

This section describes requirements for the planning and implementation of non-structural and structural best management practices (BMPs) to be used for erosion and sediment control during construction activities in Fayette County, Kentucky. Erosion control refers to efforts to maintain soil on a construction site. Sediment control refers to keeping the material that erodes from leaving the site.

The preparation of an erosion and sediment control plan integrating the non-structural and structural practices and procedures is a requirement for all construction projects that disturb one acre or more. The plan shall be submitted to the LFUCG Division of Engineering before beginning construction. Once the erosion and sediment control practices have been constructed, a grading permit can be obtained. For more information on permits, see Chapter 2 of the Storm Water Manual.

Work for this Section shall be in accordance to the Kentucky Department of Highways Standard Drawings, the Lexington-Fayette Urban County Government Standard Drawings and Chapter 11 of the Storm Water Manual and shall include all labor, excavation, materials, equipment, and incidentals necessary to complete the work.

#### **Structural Sediment Control BMPs**

##### **Check Dam**

A check dam is a small temporary dam constructed across a swale or drainage ditch. Check dams shall be installed in newly-constructed, vegetated, open channels, which drain 10 acres or less. Check dams shall be constructed prior to the establishment of vegetation.

Stone check dams shall be constructed of KYTC Class II channel lining.

Regular inspections shall be made to ensure that the measure is in good working order and the center of the dam is lower than the edges. Erosion caused by high flows around the edges of the dam shall be corrected immediately, and the dam shall be extended beyond the repaired area. Check dams shall be checked for sediment accumulation after each rainfall. Sediment shall be removed when it reaches one-half of the original height or before. Check dams shall remain in place and operational until the drainage area and channel are completely stabilized or up to 30 days after the permanent site stabilization is achieved.

##### **Sediment Trap**

A sediment trap is formed by an excavation of an area in a suitable location to retain sediment and other waterborne debris. Sediment traps shall be used where physical site conditions or other restrictions prevent other erosion control measures from adequately controlling erosion and sedimentation. Sediment traps may be used down slope from construction operations that

expose areas to erosion. Sediment traps shall be removed after the exposed areas are adequately protected against erosion by vegetative or mechanical means. Sediment traps shall be installed below all disturbed areas of less than 5 acres that do not drain to a sediment pond

The area to be excavated shall be cleared of all trees, stumps, roots, brush, boulders, sod, and debris. All channel banks and sharp breaks shall be sloped to no steeper than 1:1. All topsoil containing excessive amounts of organic matter shall be removed. Seeding, fertilizing, and mulching of the material taken from the excavation shall comply with the applicable seeding sections of these specifications. Any material excavated from the trap shall be placed in one of the following ways so that it will not be washed back into the pond by rainfall:

- uniformly spread to a depth not exceeding 3 feet and graded to a continuous slope away from the trap
- uniformly placed or shaped reasonably well with side slopes assuming the natural angle of repose for the excavated material behind a berm width not less than 12 feet

Sediment shall be removed from the trap when the capacity is reduced to 50 percent of the design volume. Plans for the sediment trap shall indicate the methods for disposing of sediment removed from the trap.

#### **Sediment Pond**

A sediment pond is formed by a barrier or dam constructed across a drainage way or other suitable location to retain sediment and other waterborne debris.

Sediment ponds are appropriate where physical site conditions or other restrictions prevent other erosion control measures from adequately controlling erosion and sedimentation. Sediment ponds may be used down slope from construction operations that expose areas to erosion. Sediment ponds shall be removed after the exposed areas are adequately protected against erosion by vegetative or mechanical means. A sediment pond shall be installed at the outlet of a disturbed area of 5 acres or more. The maximum drainage area for a single pond is 100 acres. The pond shall be designed to reduce peak discharges during construction to pre-development levels for 10-year and 100-year storms.

Design and construction shall comply with all federal, state, and local laws, ordinances, rules, and regulations regarding dams.

Sediment shall be removed from the pond when the capacity is reduced to 50 percent of the design volume. Plans for the sediment pond shall indicate the methods for disposing of sediment removed from the pond.

#### **Silt Fence**

Silt fence is a temporary barrier to trap sediment that consists of a filter fabric stretched between supporting posts, with the bottom entrenched in the soil and with a wire support fence. Silt fence shall be installed down-slope of areas to be disturbed prior to clearing and grading. Silt fence must be situated such that the total area draining to the fence is not greater than one-fourth

acre per 100 feet of fence. Silt fence shall be used for storm drain drop inlet protection and around soil stockpiles.

Silt fences are appropriate where the size of the drainage area is no more than one-fourth acre per 100 feet of silt fence length; the maximum slope length behind the barrier is 100 feet; and the maximum gradient behind the barrier is 50 percent (2H:1V). Silt fences can be used at the toe of stockpiles where the slope exceeds 2H:1V, but in that case, the slope length should not exceed 20 feet.

Silt fences can be used in minor swales or ditch lines where the maximum contributing drainage area is no greater than 2 acres. Under no circumstances shall silt fences be constructed in streams or in swales or ditch lines where flows are likely to exceed 1 cubic foot per second (cfs).

Synthetic filter fabric shall be a pervious sheet of propylene, nylon, and polyester or ethylene yarn and shall be certified by the manufacturer or supplier as conforming to the following requirements:

#### **Physical Property Requirements**

- Filtering Efficiency 75% (minimum)
- Tensile Strength at 20% 50 lbs./linear inch (minimum)
- Flow Rate 0.3 gal./ sq. ft/ min. (minimum)
- Synthetic filter fabric shall contain ultraviolet ray inhibitors and stabilizers to provide a minimum of 6 months of expected usable construction life at a temperature range of 0°F to 120°F.
- Posts for synthetic fabric silt fences shall be either 2-inch by 2-inch wood or 1.33 pounds per linear foot steel with a minimum length of 5 feet. Steel posts shall have projections for fastening wire to them. Wire fence reinforcement for silt fences shall be a minimum of 36 inches in height, a minimum of 14 gauge and shall have a mesh spacing of no greater than 6 inches.

Silt fences and filter barriers shall be inspected immediately after each rainfall and at least daily during prolonged rainfall. Any required repairs shall be made immediately. Knocked down fences shall be repaired at the end of each day. Should the fabric on a silt fence or filter barrier decompose or become ineffective prior to the end of the expected usable life and the barrier is still necessary, the fabric shall be replaced promptly. Sediment deposits shall be removed after each storm event or when deposits reach approximately one-half the height of the barrier. Any sediment deposits remaining in place after the silt fence or filter barrier is no longer required shall be dressed to conform with the existing grade, prepared, and seeded. Silt fences shall be replaced every 6 months.

#### **Storm Drain Inlet Protection**

A sediment filter installed around a storm drain drop inlet or curb inlet is referred to as storm drain inlet protection. Curb inlet protection is not required if other soil stabilization and sediment control measures are in place to prevent sediment from entering the street. Storm drain

inlet protection shall only be used around drop inlets when the up-slope area draining to the inlet has no other sediment control.

The drainage area shall be no greater than 1 acre.

The inlet protection device shall be constructed in a manner that will facilitate cleanout and disposal of trapped sediment and minimize interference with construction activities. Inlet protection devices shall be constructed in such a manner that any resultant ponding of storm water will not cause excessive inconvenience or damage to adjacent areas or structures.

The structure shall be inspected after each rain, and repairs made as needed. Sediment shall be removed and the device restored to its original dimensions when the sediment has accumulated to one-half the design depth of the filter. If a stone filter becomes clogged with sediment so that it no longer adequately performs its function, the stone must be pulled away from the blocks, cleaned, and replaced. Structures shall be removed after the drainage area has been properly stabilized.

### **Filter Strips**

A filter strip is a strip of vegetation for removing sediment and related pollutants from runoff. Filter strips are also called vegetative filters. Filter strips shall be used on each side of permanent constructed channels. The buffer strips described in the Storm Water Manual satisfy the filter strip requirement for streams and wetlands.

Filter strips shall only be used to remove sediment from overland flow.

Existing grass or grass/legume mixtures used as filter strips shall be dense and well established, with no bare spots. When establishing new seeding, consideration shall be given to wildlife needs and soil conditions on the site. See Storm Water Manual for seeding mixture.

When planting filter strips, prepare seedbed, incorporate fertilizer, and apply mulch consistent with the seeding sections of this manual. Filter strips using areas of existing vegetation shall be over seeded, as necessary, with the above mixtures to obtain an equivalent density of vegetation. The over seeding shall be accomplished prior to the land disturbing activity.

Filter strips shall be inspected regularly to ensure that a healthy vegetative growth is maintained. Sediment shall be removed when it becomes visible in the filter. Construction traffic shall not be permitted to drive upon filter strips.

### **Stream Crossing**

A temporary stream crossing is a temporary structural span installed across a flowing water course for use by construction traffic. Structures may include bridges, round pipes, or pipe arches. The purpose of a temporary stream crossing is to provide a means for construction traffic to cross flowing streams without damaging the channel or banks and to keep sediment generated by construction traffic out of the stream. Stream crossings shall be used in cases where construction traffic, permanent traffic, or utilities must cross existing post development floodplains. If the drainage area exceeds 1 square mile and a structure is necessary, the structure



must be designed by a professional engineer licensed in Kentucky. If applicable, U.S. Army Corps of Engineers and the Kentucky Division of Water permits, as indicated in the Storm Water Manual, may be required.

Temporary stream crossings are applicable to flowing streams with drainage areas less than one square mile. Structures that must handle flow from larger drainage areas shall be designed as permanent structures by a professional engineer.

When using a culvert crossing, the top of a compacted earth fill shall be covered with six inches of KTC No. 57 stone. No. 57 stone shall also be used for the stone pads forming the crossing approaches.

Clearing and excavation of the streambed and banks shall be kept to a minimum. The structure shall be removed as soon as it is no longer necessary for project construction. The approaches to the structure shall consist of stone pads with a minimum thickness of 6 inches, a minimum width equal to the width of the structure, and a minimum approach length of 25 feet on each side.

The structure shall be inspected after every rainfall and at least once a week and all damages repaired immediately.

#### **Pump-Around Flow Diversion**

Pump-around flow diversions must be used to divert flow during excavation operations in streams. Pump-around flow diversions provide dry working conditions during construction in streams. A pump-around flow diversion shall be used to divert flow around construction activities occurring in a stream when those activities are reasonably expected to cause the erosion or deposition of sediment in the stream. Bid quotes for pump around assume a 4 inch pump.

Sandbags shall be woven polypropylene bags with approximate dimensions of 18-1/2 inches by 28 inches. Tie the ends of filled bags closed using either draw strings or wire ties.

Schedule operations such that diversion installation, in-stream excavation, in-stream construction, stream restoration, and diversion removal are completed as quickly as possible.

This control provides short-term diversion of stream flow (typically 1 day to 3 days). Additional sandbags or pumps may be required to maintain 1-foot freeboard on the sandbag checks if flow conditions change. Add sandbags as required to seal leaks in checks.

#### **Construction Dewatering**

Dewatering is the pumping of storm water or groundwater from excavation pits or trenches. The sediment-laden water must be pumped to a dewatering structure before it is discharged offsite.

The dewatering structure should be inspected frequently to ensure it is functioning properly and not overtopping. Accumulated sediment should be spread out on site and stabilized, or disposed of offsite.

## **1.2 MEASUREMENT AND PAYMENT**

Accepted quantities for Erosion and Sediment Control will be paid for at the Contract Unit Price as quoted which shall be full compensation for all Work required under this Section. The LFUCG will make payment for the completed and accepted quantities under the following: All labor, materials (except as noted), equipment, fuel and excavation shall be incidental to the placement and removal of Erosion and Sediment Control. Maintenance of erosion and sediment control is incidental to installation.

Check Dam	Ton
Sediment Trap (excluding geotextile)	Cubic Yard
Sediment Pond	Cubic Yard
Temporary Silt Fence	Linear Foot
Storm Water Inlet Protection (Silt Trap Type C)	Each
Filter Strip	Square Yards
Stream Crossing (excluding pipe)	Each
Pump-Around Flow Diversion (including sand bags)	Day
Construction Dewatering	Day

Payment for a Stormwater Pollution Prevention Plan (SWPP), a Notice of Intent (NOI-SWCA), a Notice of Termination (NOT), and a Land Disturbance Permit (LDP), will be paid in accordance with Section A.19 of these Technical Specifications.

## **TECHNICAL SPECIFICATIONS**

### **SECTION 2 – EROSION CONTROL BLANKET**

#### **2.1 SCOPE**

The Work covered by this specification consists of furnishing all materials, equipment, and labor for preparing the seedbed, fertilizing, seeding, and installation of permanent Erosion Control Blankets in the areas as directed by the ENGINEER.

There are two types of erosion control blankets. The Degradable Erosion Control Mat serves as a slope protector and is designed to hold seeds and soil in place until vegetation is established. The Turf Reinforcement Mat (TRM) serves as a permanent erosion control device designed to retain seed and soil using durable synthetic materials stabilized against ultraviolet degradation and inert to chemicals normally encountered in soil.

#### **2.2 MATERIALS**

Degradable Erosion Control Mat shall be woven from a chosen material and is meant to slow down the speed at which water moves across the surface. The material chosen is usually something with lots of ridges and obstructions for the water to slow down on. There are many different types of erosion control mats, some that are synthetic and some that are natural. There are even a few that are both synthetic and natural. These mats can be made out of straw, coconut fiber, aspen fiber, jute, and polypropylene (plastic).

Reinforcement shall be Contech Ero-Mat or approved equal or equivalent. The erosion control matting shall be a minimum width of 6.5 feet and approximately 1/8 inch to 1/2 inch thick. The mat shall be made with weed free chopped straw or equivalent evenly distributed on photodegradable polypropylene mesh and attached with high strength thread.

Turf Reinforcement Mat-Turf Reinforcement shall be Contech TRM C-45 or approved equal. The erosion control matting shall be a minimum width of 6.5 feet with approximately 1/2-inch x 1/2-inch mesh openings: weighing not less than 10 ounces per square yard. Mat fasteners shall be stakes or staples. Stakes shall consist of wood, shall have a minimum length of six inches, and shall be installed flush to the ground. Staples shall be U-shaped and made from steel wire. The staples shall have a minimum width of one inch and a minimum length of six inches. Turf Reinforcement Mat should be used after proper soil preparation, fertilization, and seeding. Installation of Turf Reinforcement Mat shall conform to the details shown in the drawings.

Seed-Seed shall consist of Kentucky Bluegrass sown at the rate of 12 lbs/1,000 sq. ft. or Finelawn or other turf type fescue at a rate of 3 lbs/1,000 sq. ft.; add 1/2 lb of Poa Trivialis for very heavy shade or otherwise customize as directed by ENGINEER. The desires of the owner or the species currently being used should be considered. Seed labeled in accordance with US Department of Agriculture Rules and Regulations under the Federal Seed Act shall be furnished. Seed shall be furnished in sealed, standard containers unless written exception is

granted. Seed that is wet or moldy or that has been otherwise damaged in transit or storage will not be acceptable.

Preparation of ground surface-The surface shall be suitably tilled or scraped such that the top 3 to 4 inches of soil is loose and the soil condition is acceptable to the ENGINEER. The Work shall be performed only during periods when, in the ENGINEER'S opinion, beneficial results are likely to be obtained. When drought, excessive moisture, or other unsatisfactory conditions prevail, the work shall be stopped when directed.

Fertilizer-10-10-10 fertilizer and agricultural lime will be applied at 20 lbs./1,000 sq. ft. and 150 lbs./1,000 sq. ft., respectively.

Seeding-Seed shall be broadcast either by hand or with approved hydraulic seeding equipment, as specified herein before at the rates herein before specified. Seed shall be distributed uniformly over designated areas. Half of seed shall be sown with sower moving in one direction, and the remainder with sower moving at right angles to the first sowing. Seeds shall be covered to an average depth of 1/4-inch hand rake. Seed shall not be broadcast during windy weather.

## **2.3 PROTECTION AND MAINTENANCE**

Protection shall be provided against traffic or other use by erecting barricades immediately after treatment is completed, and by placing warning signs, as directed, on various areas.

Seeded areas shall be maintained until all seeding work or designated portions thereof have been completed and accepted. Any damage shall be repaired, and mulch material that has been removed by wind or other causes shall be replaced and secured.

## **2.4 ESTABLISHMENT**

The CONTRACTOR shall be responsible for proper care of seeded areas while grass is becoming established. Where seeding work is done after the acceptance of other work under this Contract, the grass will be considered to be established and ready for acceptance when it reaches an average height of three inches over all seeded areas.

## **2.5 REPAIR**

When any portion of the surface becomes eroded or otherwise damaged or treatment is destroyed, the affected portion shall be repaired to reestablish condition and grade of soil and treatment prior to injury, as directed. Repair work required because of faulty operations or negligence on the part of the CONTRACTOR shall be performed without cost to the OWNER.

## **2.6 MEASUREMENT AND PAYMENT**

The unit of measure for Erosion Control Blanket: Degradable Erosion Control Mat or Turf Reinforcement Mat will be the square yard. Payment for Degradable Erosion Control Mat or Turf Reinforcement Mat will be the Contract Price per square yard as exposed, which shall include all costs in connection with preparation, seeding, and installation of Erosion Control Blanket: Degradable Erosion Control Mat or Turf Reinforcement Mat. Payment as specified above shall be considered full compensation for all equipment and incidentals necessary to perform the work as required.

## **TECHNICAL SPECIFICATIONS**

### **SECTION 3 – SEEDING**

#### **3.1 SCOPE**

Work under this Section shall be in conformance to Kentucky Department of Highways Standard Specifications Section 212, current edition and shall include all labor, materials, equipment, and incidentals necessary to complete the Work. Fertilizer (10-10-10) and agricultural lime will be incorporated into a 3" deep bed and applied at 20 lbs./1,000 sq. ft. and 150 lbs./1,000 sq. ft., respectively. Seeding shall be done with Kentucky Bluegrass sown at the rate of 12 lbs./1,000 sq. ft. or Finelawn or other turf type fescue at a rate of 3 lbs./1,000 sq. ft.; add ½ lb. of Poa Trivialis for very heavy shade or otherwise customize as directed by ENGINEER. The desires of the owner or the species currently being used should be considered. Mulching material shall consist of straw or hay in an air-dry condition and shall be substantially free of noxious weed seeds and objectionable foreign matter. Mulching material shall be applied to a loose depth of 1 to 1½ inches.

#### **3.2 MEASUREMENT AND PAYMENT**

Accepted quantities for Seeding will be paid for at the Contract Unit Price as quoted (which shall be full compensation for all Work under this Section) and paid per square yard of Seeding satisfactorily placed. All labor, fertilizer, lime, straw, materials, and equipment shall be incidental to the application of Seeding.

Work under this Section shall be in conformance to Kentucky Department of Highways Standard Specifications Section 212, current edition and shall include all labor, materials, equipment, and incidentals necessary to complete the Work.

## **TECHNICAL SPECIFICATIONS**

### **SECTION 4 – MAINTAIN & CONTROL TRAFFIC**

#### **4.1 SCOPE**

Clemens Drive shall be closed to traffic at the bridge over South Elkhorn Creek and routed along the detour route described in the plans for no more than sixty (60) consecutive calendar days.

The Contractor shall erect and maintain Electronic Message Boards (2) at the approach intersection of Clemens Drive and Langdon Court (for traffic heading south) and at the approaching intersection of Clemens Drive and Clemens Court (for traffic heading north). The signs shall be erected with an appropriate message to inform the traveling public of the upcoming bridge closure seven (7) calendar days prior to the closure.

This item includes furnishing, installing, maintaining, and removing temporary Type III Barricades, Temporary Signs and Electronic Message Boards at the locations shown on the plans and specifications in accordance with Section 112 of the KDOH Standard Specifications for Road and Bridge Construction, current edition and the Manual for Uniform Traffic Control Devices, current edition.

#### **4.2 MEASUREMENT AND PAYMENT**

Payment shall be full compensation for all materials, equipment, and labor necessary to complete the Work. Lump sum payment will be made under "Maintain & Control Traffic."

## **TECHNICAL SPECIFICATIONS**

### **SECTION 5 – CONCRETE**

#### **5.1 SCOPE**

Concrete for Bridge Construction and Concrete Sealing shall conform to the Kentucky Department of Highways Standard Specifications for Road and Bridge Construction, Section 601, current edition, and shall include all labor, materials, equipment and incidentals necessary to complete the Work.

#### **5.2 MEASUREMENT AND PAYMENT**

Accepted quantities for Class A Concrete will be paid for at the Contract Unit Price as quoted (which shall be full compensation for all Work required under this Section) and paid per cubic yard of specified concrete satisfactorily placed and accepted. All labor, materials, and equipment shall be incidental to the placement of Concrete.

Payment will be made under:

Concrete, Class A                      per Cubic Yard



## **TECHNICAL SPECIFICATIONS**

### **SECTION 6 – STEEL REINFORCEMENT FOR CONCRETE**

#### **6.1 SCOPE**

Work for this Section shall conform to the Kentucky Department of Highways Standard Specifications, Section 602, current edition and shall include all labor, materials, equipment, and incidentals necessary to complete Work.

#### **6.2 MEASUREMENT AND PAYMENT**

Accepted quantities of Steel Reinforcement for Concrete will be paid for at the Contract Unit Price (which shall be full compensation for all Work under this Section) and paid per pound of reinforcing steel satisfactorily furnished and placed. All labor, materials (other than the steel reinforcement), and equipment shall be incidental to the placement of Steel Reinforcement for Concrete.

Payment will be made under:

Steel Reinforcement Epoxy-Coated                      per pound

## **TECHNICAL SPECIFICATIONS**

### **SECTION 7 – REMOVE CONCRETE MASONRY**

#### **7.1 SCOPE**

Work for this Section shall include all labor, materials, excavations, equipment, and incidentals necessary to remove concrete masonry in accordance with KDOH Standard Specifications for Road and Bridge Construction, Section 203 requirements and Kentucky Department of Highways Standard Drawings, latest edition.

#### **7.2 MEASUREMENT AND PAYMENT**

Accepted quantities for "Remove Concrete Masonry" will be paid for at the Contract Unit Price as quoted (which shall be full compensation for all Work required under this Section) and paid per cubic yard of concrete satisfactorily removed. All labor, materials, and equipment shall be incidental to Remove Concrete Masonry.

## TECHNICAL SPECIFICATIONS

### SECTION 8 – CONCRETE SEALING

#### **8.1 SCOPE/DESCRIPTION**

Perform all work in accordance with KDOH's current Standard Specifications, and applicable Supplemental Specifications, the attached Plans, and these Notes. Section references are to the Standard Specifications.

This work consists of:

1. Furnish all labor, materials, tools, equipment, and incidental items necessary to complete the work.
2. Provide safe access to the bridge, in accordance with Section 107.01.01, for workers to complete the construction.
3. Apply Ordinary Surface Finish to new Substructure concrete.
4. Prepare the surfaces to receive sealing.
5. Apply concrete sealing.
6. Any other work as specified as part of this contract.

#### **8.2 MATERIALS**

**A. Sealer.** Use one of the following:

<b>Product</b>	<b>Supplier</b>
Protectosil BHN	Evonik Industries
Protectosil 300S	Evonik Industries
TK-590-40 Tri-Silane 40%	TK Products
SW-244-100	Chemical Products Industries, Inc.
TK-590-1 MS Tri-Silane	TK Products
MasterProtect H1000	BASF
Aquanil Plus 40	ChemMasters
SIL-ACT ATS-100	Advanced Chemical Technologies
Certivex Penseal BTS 100%	Vexcon
Pentreat 244-40	W.R. Meadows
Aquanil Plus 40A	ChemMasters

**B. Coverage Rate:** Follow all manufacturers recommendations for coverage rates except the application rate must not exceed the square footage coverage rate per gallon of sealer as given in the chart below. If the manufacturer

recommends a coverage rate greater than given in the table below, apply sealer at the rate given in the table below for the chosen sealers silane percentage.

% Silane	Coverage rate (ft <sup>2</sup> /gallon)
100	300
40	120
20	60

### 8.3 CONSTRUCTION

- A. **Perform Concrete Repairs.** Perform full-depth replacement of sections of the wall pier as detailed in the plans.
- B. **Place Concrete.** Place and cure the new Class A Concrete in accordance with the plans and specifications Section 601.
- C. **Apply Ordinary Surface Finish.** New concrete shall receive Ordinary Surface Finish in accordance with Section 601.03.18 of the Standard Specifications. Payment will be incidental to Concrete Sealing.
- D. **Areas to Receive Concrete Sealing.** Every exposed surface of new substructure concrete except for bearing areas on top of the wall pier.
- E. **Cleaning the Concrete Surfaces to be sealed.** Dry clean the concrete to remove all loose debris. Remove all visible hydrocarbons from the surface with detergent approved by the manufacturer of the sealant. Pressure wash all surfaces to be sealed at 2000 to 3000 psi. Install pressure gauges at each wand to verify pressure. Use 30° fan tip or as recommended by the manufacturer of the sealant. Hold pressure washing wand a minimum of 45° from the surfaces with a maximum stand-off distance of 12 inches.
- F. **Sealing the Concrete.** Allow new concrete to cure a minimum 28 days prior to application of sealer. Monitor weather conditions prior to sealer application. Refer to manufacturer's recommendations for proper ambient conditions. Do not apply sealer if precipitation is anticipated within the time stated by the manufacturer. Allow the concrete to dry 24 hours (after washing or rain event) before sealer application. Sealer must be applied within 48 hours of washing or the concrete must be rewashed. Divide the concrete into predefined areas of specific square footage to aid in determining usage. Comply with manufacturer's usage recommendation. Using a low-pressure pump, apply sealer and spread evenly with broom or squeegee; do not allow pooling to remain. When each predefined area is complete, measure the amount

of sealer used to verify proper usage. After sealing, follow manufacturer's recommended cure time. On vertical surfaces, apply the sealer in a flooding application from the bottom up, so the material runs down 6 to 8 inches below the spray pattern.

**G. Inspection:** Monitor all aspects of the project to assure compliance to this specification. Observe and document general conditions during the entirety of the project. Verify that each phase of work has been satisfactorily completed prior to beginning the next phase. Phases are described as follows:

1. Dry cleaning to remove loose debris, verify and document:
  - a. All debris has been removed and disposed of properly.
2. Removal of hydrocarbons, verify and document:
  - a. The manufacturer's recommended detergent is used for removal.
  - b. Hydrocarbons have been satisfactorily removed.
3. Pressure washing, verify and document:
  - a. Washing pressure at the wand.
  - b. Tip size used.
  - c. Wash angle and stand-off distance.
  - d. The concrete is satisfactorily cleaned.
4. Sealer application, verify and document:
  - a. Proper cure time for new concrete.
  - b. Concrete surface is dry.
  - c. Document time since washed.
  - d. Document ambient temperature, surface temperature, relative humidity, and dew point.
  - e. Application and distribution method.
  - f. Coverage to be complete and even.
  - g. Material is not allowed to remain pooled.
  - h. Monitor material usage.

#### **8.4 MEASUREMENT**

**Concrete Sealing.** The Owner will measure the quantity per square feet of each area sealed.

#### **8.5 PAYMENT**

**Concrete Sealing.** Payment at the contract unit price per square feet is full compensation for the following: (1) Furnish all labor, materials, tools, and equipment; (2) Cleaning; (3) Sealing; (4) Maintain & control traffic; and, (5) Any other work specified as part of this contract.

## **TECHNICAL SPECIFICATIONS**

### **SECTION 9 – NON-EPOXY ADHESIVES**

This Specification will apply where indicated on the plans or in the proposal. Section references herein are to the KDOH's Standard Specifications for Road and Bridge Construction, current edition.

#### **9.1 SCOPE/DESCRIPTION**

As an alternate to Type IV epoxy, as specified in Subsection 826.01.02, the Owner will allow other structural adhesives for doweling deformed reinforcing bars into hardened concrete providing the requirements herein are met.

#### **9.2 MATERIALS**

Furnish an adhesive material from the KDOH's List of Approved Materials.

#### **9.3 CONSTRUCTION**

Do not use the material until the Engineer verifies, by visual inspection, that the material is from the List of Approved Materials.

##### **9.3.1 Field Installation.** Follow the following installation criteria:

- 1) Drill a dowel hole that is not more than 1/8 inch larger in diameter than the bar.
- 2) Ensure the dowel hole is dry and free of all drill and coring dust.
- 3) Place the adhesive in the dowel hole according to the manufacturer's instructions.
- 4) Insert the bar to the bottom of the hole and twist ¼ turn. An excess amount of adhesive must be clearly visible as an extruded ring of material surrounding the reinforcing bar at the surface of the concrete.

#### **9.4 MEASUREMENT AND PAYMENT**

The Owner will not measure the adhesive or its application for payment and will consider it incidental to the reinforcing bars.

## **TECHNICAL SPECIFICATIONS**

### **SECTION 10 – STRUCTURAL ADHESIVES WITH EXTENDED CONTACT TIME**

This Specification will apply where indicated on the plans or in the proposal. Section references herein are to the KDOH's Standard Specifications for Road and Bridge Construction, current edition.

#### **10.1 SCOPE/DESCRIPTION**

As an alternate to Type V epoxy, as specified in Subsection 826.02, the Owner will allow other structural adhesives to bond plastic concrete to hardened concrete providing the requirements herein are met.

#### **10.2 MATERIALS**

Select from the KDOH's List of Approved Materials.

**10.2.1 Properties of the Mixed Adhesive.** Ensure a 90 minute pot life at 73°F and 50 percent R.H.

##### **10.2.2 Properties of the Cured Adhesive.**

- 1) Compressive Strength (ASTM C-109). 7-Day; 5,000 psi minimum.
- 2) Bond Strength (ASTM C-882 Modified) at 14 Days\*.  
0 Hours Contact Time: 2,000 psi minimum.  
16 Hours Contact Time: 1,500 psi minimum.
- 3) The adhesive shall not produce a vapor barrier.

\*ASTM C-882 is modified to allow for the 16-hour contact time. Contact time is the time allowed between application of the bonding agent and placement of the plastic concrete.

#### **10.3 CONSTRUCTION**

**10.3.1 Acceptance.** Do not use the material until the Engineer verifies, by visual inspection, that the material is from the KDOH's List of Approved Materials.

**10.3.2 Surface Preparation.** Sand blast steel surfaces to be coated to a white metal finish. Do not sand blast the new epoxy-coated reinforcement. Sand blast or clean by other approved mechanical means concrete surfaces. Ensure the surface is clean, sound and saturated surface dry but free of standing water. Remove dust, laitance, grease, curing compounds and any foreign particles just before applying the adhesive.

#### **10.4 MEASUREMENT AND PAYMENT**

The Owner will not measure the adhesive or its application for payment and will consider it incidental to the concrete.



## **TECHNICAL SPECIFICATIONS**

### **SECTION 11 – MOBILIZATION AND DEMOBILIZATION**

#### **11.1 SCOPE**

Work for this Section shall include all labor, excavation, materials, equipment, and incidentals necessary to mobilize and demobilize all personnel, equipment, supplies, and incidentals to the project site; to establish offices, buildings, and other facilities, that are necessary for performing the work; to accomplish all other work or operations that must be performed, including costs that must be incurred, to begin work on the project in accordance with the Kentucky Department of Highway Standard Specifications, Section 110.

#### **11.2 MOBILIZATION**

The Contractor shall not bid an amount for Mobilization that exceeds 5 percent of the sum of the total amounts bid for all other items in the Bid Proposal, excluding Mobilization, Demobilization, and contingent amounts established for adjustments and incentives, if applicable. The LFUCG will automatically adjust any bids in excess of this amount for bid comparisons. The LFUCG will base the award on the maximum allowable bid of 5 percent. If any errors in unit bid prices for other Contract items in a Contractor's Bid Proposal are discovered after bid opening and such errors reduce the total amount bid for all other items, excluding Mobilization, Demobilization, and contingent amounts established for adjustments and incentives, so that the percent bid for mobilization is larger than 5 percent, the LFUCG will adjust the amount bid for mobilization to 5 percent of the sum of the corrected total bid amounts

#### **11.3 DEMOBILIZATION**

The Contractor shall not bid an amount for Demobilization that is less than 1.5 percent of the sum of the total amounts bid for all other items in the Bid Proposal, excluding Mobilization, Demobilization, and contingent amounts established for adjustments and incentives, if applicable. The LFUCG will automatically adjust any bids that are less than this amount up to 1.5 percent to compare Bid Proposals and award the Contract. The LFUCG will award a Contract for the actual amount bid when the amount bid for demobilization exceeds 1.5 percent, or the LFUCG will award the Contract for the adjusted bid amount when the amount bid for demobilization is less than 1.5 percent.

#### **11.4 PAYMENT**

Mobilization is included in the Bid Proposal as a separate bid item and the LFUCG will make partial payment for Mobilization in two equal or approximately equal payments. The LFUCG will make the first payment on the first pay estimate on which the Contractor's total earned value on Contract items, other than Mobilization, exceeds \$1,000. The LFUCG will make the second payment on the first pay estimate on which the Contractor has earned 5 percent or more of the total Contract amount for Contract items, other than Mobilization. The LFUCG will make both payments simultaneously when these requirements are met at the same time.

## **TECHNICAL SPECIFICATIONS**

### **SECTION 12 – PAYMENT AND PERFORMANCE BOND COST**

#### **12.1 SCOPE**

The intent of this item is to allow full payment for the direct cost of Payment and Performance Bonds required for this project. The Contractor shall be reimbursed for Payment/Performance Bond Cost in accordance with his direct cost for such bonds. The amount bid for this item shall be the direct and specific amount of the Payment/Performance Bond cost. There shall be no adjustment for the Contractor's internal cost for personnel or staff in obtaining such bonds, or for any other cost related to bonding. If such cost is not determined at the time the project is bid, the Contractor shall enter his best estimate of such cost after consulting with his bond agent. Bidder/Contractor shall also have the option of leaving this item blank, i.e. not requesting direct payment for bond costs. The final pay amount shall be the Contractor's direct cost for the Payment/Performance bond. The Contractor shall furnish a receipt from his Bonding Agent verifying the cost of the bonds. He shall also submit proof of payment that the bonds have been paid for. And, the Contractor shall submit a letter from the Bonding Agent that the bonds are in effect, are in good standing, and will be in effect for the remaining life of the project. Payment for the cost of Payment and Performance Bonds may generally be requested after the work is twenty percent (20%) complete.

#### **12.2 BASIS OF PAYMENT**

Payment for Payment/Performance Bonds shall be on a Lump Sum basis at the Contract Price quoted in the Bid Schedule. Such payment may be modified/adjusted only as permitted above, if such cost are not know at the time of submittal of the bid. Such payment will be full compensation for all labor, materials, equipment and incidentals necessary to complete the Work required by this Section.

## **TECHNICAL SPECIFICATIONS**

### **SECTION 13 – TEMPORARY BEAM SHORING/SUPPORTS**

#### **13.1 SCOPE**

Temporary beam shoring/supports shall conform to the Kentucky Department of Highways Standard Specifications for Road and Bridge Construction, Section 601.03.11, current edition, and shall include all labor, materials, equipment and incidentals necessary to complete the Work.

#### **13.2 MEASUREMENT AND PAYMENT**

Payment for Temporary Beam Shoring/Supports shall be made on a Lump Sum basis at the Contract Price quoted in the Bid Schedule. Payment shall be full compensation for all materials, equipment, and labor necessary to complete the Work.