INVITATION FOR BID

ATTENTION: This is not an order. Read all instructions, terms and conditions carefully.

INVITATION NO.: K-0914-20
Issue Date: 9-9-19
Title: Demolition of Houses.
Contracting Officer: Jim Sutton
Phone: 859-257-5406

RETURN ONE ORIGINAL COPY AND ONE CD OF BID
TO:
UNIVERSITY OF KENTUCKY
PURCHASING DIVISION BID DESK,
BID # K-0914-20, BID DATE 9-20-19
322 PETERSON SERVICE BLDG.
411 South Limestone
LEXINGTON, KY 40506-0005

IMPORTANT: BIDS MUST BE RECEIVED BY 9-20-19 @ 3:00 P.M. LEXINGTON, KY TIME

The University’s General Terms and Conditions and Instructions to Bidders, viewable at www.uky.edu/Purchasing/terms.htm, apply to this Invitation for Bid. When the Invitation for Bid includes construction services, the University’s General Conditions for Construction and Instructions to Bidders, viewable at www.uky.edu/Purchasing/ccphome.htm, apply to the Invitation for Bid.

AUTHENTICATION OF BID AND STATEMENT OF NON-COLLUSION AND NON-CONFLICT OF INTEREST

I hereby swear (or affirm) under the penalty for false swearing as provided by Kentucky Revised Statutes (KRS) 523.040:

1. That I am the bidder (if the bidder is an individual), a partner, (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 vendor of materials, supplies, equipment or services described in the Invitation for Bids, 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 contracts with the University of Kentucky and is not in violation of any prohibited conflict of interest, including those prohibited by the provisions of KRS 164.390, 45A.330 to 45A.340.
5. That the Bidders, and its affiliates, are duly registered with the Kentucky Department of Revenue to collect and remit the sales and use tax imposed by Chapter 139 to the extent required by Kentucky law and will remain registered for the duration of any contract award.
6. That I have fully informed myself regarding the accuracy of the statement made above.

COLLUSION PROHIBITED

Any agreement or collusion among bidders or prospective bidders which restrains, tends to restrain, or is reasonably calculated to restrain competition by agreement to bid at a fixed price or to refrain from bidding, or otherwise, is prohibited, in accordance with KRS 45A.325.

SWORN STATEMENT OF COMPLIANCE WITH CAMPAIGN FINANCE LAWS

In accordance with KRS 45A.110(2), the undersigned hereby swears under penalty of perjury that he/she has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky and that the award of a contract to a bidder will not violate any provision of the campaign finance laws of the Commonwealth of Kentucky.

CONTRACTOR REPORT OF PRIOR VIOLATIONS OF KRS CHAPTERS 136, 139, 141, 337, 338, 341 & 342

The contractor, by signing and submitting a bid on this invitation, agrees as required by KRS 45A.485 to submit final determinations of any violations of the provisions of KRS Chapters 136, 139, 141, 337, 338, 341 and 342 that have occurred in the previous five (5) years prior to the award of a contract and agrees to remain in continuous compliance with the provisions of these statutes during the duration of any contract that may be established. Final determinations of violations of these statutes must be provided to the University by the successful contractor prior to the award of a contract.

ALL BIDS ARE TO BE “F.O.B. DESTINATION – FREIGHT PREPAID AND ALLOWED”

THIS AREA MUST BE COMPLETED

DELIVERY AFTER RECEIPT OF ORDER: NAME OF COMPANY: PHONE:
FEDERAL EMPLOYER ID NO.: ADDRESS: FAX:
PAYMENT TERMS: ADDRESS: E-MAIL:
SHIPPING TERMS: F.O.B. DESTINATION – PREPAID AND ALLOWED CITY, STATE & ZIP CODE: WEB ADDRESS:
DUNS #: SIGNATURE: DATE:

SIGNATURE REQUIRED: This bid cannot be considered valid unless signed and dated by an authorized agent of the bidder. Type or print the information requested in the spaces provided.

Revised January 5, 2017
UNIVERSITY OF KENTUCKY
INSTRUCTIONS TO BIDDERS

All University of Kentucky bid solicitations are made upon and subject to the following conditions:

1  **Preparation of Bids**

1.1 All solicitations are subject to the provisions and requirements of any applicable Kentucky Revised Statutes, including the Kentucky Model Procurement Code, and the rules, regulations and policies of the University of Kentucky including the University of Kentucky’s General Terms and Conditions.

1.2 Bidders are expected to examine the complete bid and all attachments including drawings, specifications and instructions. Failure to do so is at bidder’s risk.

1.3 Bidders shall furnish information required by the solicitation in the form requested. The University reserves the right to reject bids with incomplete information or which are presented on a different form.

1.4 All bids must be legible. A legally authorized company representative shall sign all bids in the appropriate location. Erasures or other changes must be initialed by the person signing the bid. Signature on a bid certifies that the bidder has read and fully understands all bid specifications and bidder agrees to all terms and conditions stipulated in the Invitation For Bids (IFB).

1.5 Bid prices shall be entered in spaces provided on the bid form. All unit prices and mathematical extensions and totals shall be indicated where required. In cases of errors in extensions or totals the unit price will govern.

1.6 Should any potential bidder doubt the true meaning of any part of the solicitation, a written request for an interpretation may be submitted to the University. Requests for such interpretation shall be made in writing to the appropriate Contracting Officer identified in the solicitation. Every interpretation made shall be in the form of an “addendum” to the solicitation sent as promptly as is practicable to all prospective bidders to whom the solicitation has been issued. Failure by the University to send or any potential bidder to receive such interpretation(s) shall not relieve any bidder from any obligations under the bid solicitation or the bidder’s response. Any interpretations, corrections or changes to the solicitation made in any other manner, including oral explanations and instructions, are not binding upon the University.

1.7 Bidders or potential bidders are required to coordinate all discussions concerning solicitations through the appropriate Contracting Officer or other purchasing official within the University of Kentucky Purchasing Division. Bidders or potential bidders are not authorized to communicate with any University administrator, faculty, staff, or Board of Trustees member concerning this solicitation. Failure to comply with this requirement is grounds for the bidder’s disqualification.

1.8 Unless otherwise stipulated in a bidder’s response, the bidder’s offer is in strict accordance with the University’s specifications and terms and conditions of the Invitation For Bids. Any deviations must be fully itemized in detail. Any deviations from the requirements of this solicitation are at bidder’s risk and the University may determine the bid to be non-responsive.

2  **Submission of Bids**

2.1 Bids, and modifications thereof, shall be returned in a sealed envelope and submitted in such a manner as to ensure their arrival in the University of Kentucky Purchasing Division before the due date and time set forth in the solicitation. The time shown on the recording clock in the Purchasing Division is the official time. Unless otherwise indicated in the solicitation no oral, facsimile, e-mail or telephone bids will be accepted.

2.2 Bids may be modified or withdrawn in writing or in person by an authorized representative if done so prior to the exact time and date for receipt of the bids. Telephone and facsimile modifications or withdrawals are not permitted. Withdrawn bids may be resubmitted, with or without modifications, up to the solicitation due date and time. No bids may be withdrawn after the due date and time without the express authorization of the University of Kentucky Purchasing Division.
2.3 Bids received after the designated time and date in the solicitation will not be considered. Bids will or will not be publicly opened and read in accordance with the Invitation For Bids.

2.4 Bidders shall show the bid due date and time, the solicitation number, and the name and address of the bidder on the face of the bid envelope.

2.5 All bids will be considered firm for a period of forty-five (45) calendar days from the bid opening date.

3 Specification Requirements

3.1 Unless otherwise specified in the solicitation, all items bid are to be new, unused, and not remanufactured in any way.

3.2 Whenever a trade name, brand name, or model and catalog numbers followed by the words “or equal” or “approved equal” are used in the bid invitation it is for the purpose of item identification and to establish standards of quality, style, and features. Bids on equivalent items, substantially the same, are invited. However, to receive consideration, sufficient descriptive literature and/or specifications to clearly identify the item and provide for competitive evaluation must accompany the bid. The University will be the sole judge of equality and suitability. If bidder does not identify exceptions to the specifications shown in the IFB, bidder will be required to furnish the brand name(s), models, numbers, etc. specified in the IFB.

3.3 Unless stated otherwise in the solicitation, alternate bids will be considered. Alternate bids may be made in addition to responding to the solicitation or as the only response to the solicitation. However, the University is under no obligation to consider or accept an alternate bid and it reserves the right to reject any and all such bids.

3.4 The University reserves the right to request samples of any or all items bid in order to determine compliance with the specifications. The bidder must provide the samples within ten (10) days of the request and at no charge to the University. Samples are non-returnable. Failure to comply may be cause for rejection of the bid.

3.5 Bidders shall clearly delineate any deviations or exceptions from the bid specifications.

3.6 Except as otherwise provided in the solicitation, all bid prices must be firm. Prices subject to qualifications, such as escalation or other variables, may be rejected as non-responsive.

3.7 Unless otherwise stipulated in the solicitation, all quantities are estimates and do not represent a minimum guarantee. The University is obligated to purchase only those quantities needed during the term of the contract and it reserves the right to purchase more or less than the estimated quantities. The University is obligated only for those quantities ordered.

3.8 Proposed delivery dates shall be stated in number of calendar days after receipt of order.

3.9 All offers shall be F.O.B. destination, freight prepaid and allowed.

4 Bid Evaluation and Award

4.1 Bids will be evaluated and the award made to the lowest responsive, responsible bidder who offers the best value to the University and meets the terms, conditions and specifications of the Invitation For Bids.

4.2 The term “Responsible Bidder” means a person, company, or corporation who has the capability in all respects to perform fully the contract requirements and the integrity and reliability that will assure good faith performance. In determining whether a Bidder is responsible, the University may evaluate various factors including (but not limited to) financial resources; experience; organization; technical qualifications; available resources; record of performance; integrity; judgment; ability to perform successfully under the terms and conditions of the contract; and adversarial relationship between the Bidder and the University that is so serious and compelling that it may negatively impact the work performed under this Invitation for Bid; or any other cause determined to be so serious and compelling as to affect the responsibility of the Bidder.

4.3 The University reserves the right to accept or reject any and all bids or part of a bid and waive informalities, technical defects and minor irregularities in the bids received. Further, the University reserves the right to
make a single award, split awards, make multiple awards or no award whichever is in the best interest of the University.

4.4 Unless stated otherwise in the solicitation, the University reserves the right to award the contract to the lowest aggregate bidder for all items, on an item by item basis, or a group of like items whichever is found to be in the best interest of the University. The University will consider bids submitted on an “all or nothing” basis if the bid is clearly designated as such.

4.5 In accordance with KRS 45A.494, a resident bidder of the Commonwealth of Kentucky shall be given a preference against a nonresident bidder. In evaluating proposals, the University will apply a reciprocal preference against a bidder submitting a proposal from a state that grants residency preference equal to the preference given by the state of the nonresident bidder. Resident bidder and nonresident bidder shall be defined in accordance with KRS 45A.494(2) and 45A.494(3), respectively. Any Respondent claiming Kentucky residency status shall submit with its proposal a notarized affidavit affirming that it meets the criteria as set for in the above referenced statute.

4.6 The University shall issue a price contract or purchase order as its notification of award to the successful bidder(s). Until such date a price contract or purchase order is issued, nothing shall be construed to constitute a binding agreement between the University and the bidder.

5 Payment and Taxes

5.1 The successful bidder shall be paid, at the prices stipulated, for items or services delivered and accepted, upon the submission of proper invoices to the billing address shown on the purchase order.

The University adheres to a strategic approach regarding payables management based on risk minimization, processing costs, and industry best practices. As such, suppliers and individuals doing business with the University will be paid based on the following protocol:

a. The University utilizes Payment Plus (e-payables) as its primary default form of payment. By enrolling in Payment Plus, suppliers can receive payments immediately (all invoices will be paid immediately upon confirmation of goods receipt and invoice). The process is electronic and the supplier receives real-time payment notices. Additional information regarding Payment Plus (and enrollment form) can be found at: [https://www.uky.edu/ufs/payment-plus-supplier-enrollment-form](https://www.uky.edu/ufs/payment-plus-supplier-enrollment-form).

b. Payments by check. Payment terms for check payments are Net-40.

c. Individuals receiving payments from the University that require ACH direct payments will only be processed under special circumstances as approved by the Controller’s office. Payment terms for ACH are Net-40.

5.2 Bidders may offer prompt payment discounts. The University will not consider any prompt payment discounts in determining the bid award.

5.3 The University utilizes a procurement card program as the preferred method of payment. The University assumes that all successful bidders will accept the University’s procurement card as a method of payment unless a specific exception is stated in the bidder’s response to the IFB. No additional charges may be added for acceptance of the procurement card.

5.4 The University is tax exempt from the provisions of the Kentucky Sales and/or Use Tax (Tax Exemption # A00276) on materials and equipment under this solicitation. The University is also entitled to exemption from the Federal Excise Tax. All bidders shall take this into consideration when submitting their bid. Exemption certificates will be furnished upon request. Bidders are informed that material purchased by the contractor for the performance of this contract for the University are not exempt from the provisions of the Kentucky Sales and/or Use Tax. All adjustments and allowances for the current sales and/or use tax shall be included in the bid price.
6. **Kentucky’s Personal Information Security and Breach Investigation Procedures and Practices Act**

To the extent Company receives Personal Information as defined by and in accordance with Kentucky’s Personal Information Security and Breach Investigation Procedures and Practices Act, KRS 61.931, 61.932 and 61.933 (the “Act”), Company shall secure and protect the Personal Information by, without limitation: (i) complying with all requirements applicable to non-affiliated third parties set forth in the Act; (ii) utilizing security and breach investigation procedures that are appropriate to the nature of the Personal Information disclosed, at least as stringent as University’s and reasonably designed to protect the Personal Information from unauthorized access, use, modification, disclosure, manipulation, or destruction; (iii) notifying University of a security breach relating to Personal Information in the possession of Company or its agents or subcontractors within seventy-two (72) hours of discovery of an actual or suspected breach unless the exception set forth in KRS 61.932(2)(b)2 applies and Company abides by the requirements set forth in that exception; (iv) cooperating with University in complying with the response, mitigation, correction, investigation, and notification requirements of the Act; (v) paying all costs of notification, investigation and mitigation in the event of a security breach of Personal Information suffered by Company; and (vi) at University’s discretion and direction, handling all administrative functions associated with notification, investigation and mitigation.
SCOPES

This Invitation for Bid is the Demolition of 5 houses and related site items at the University of Kentucky.

METHOD OF AWARD

Award will be made to the bidder offering the best value per building to the University of Kentucky.

TIME OF COMPLETION

The time of Completion shall be by January 1, 2020.

BID BOND

The contractor will need to submit with the bid a bid bond not less than 5% of the bid amount.

PAYMENT AND PERFORMANCE BOND

The contractor must supply both Payment and Performance Bonds for 100% of the contract amount. The Surety Company must be authorized to do business within the Commonwealth of Kentucky.

INSURANCE

The contractor shall furnish the Owner the Certificates of Insurance or other acceptable evidence that insurance is effective, and guarantee the maintenance of such coverage during the term of the Contract. Each policy of insurance except Workers Compensation shall name to the University of Kentucky as additional insured as its interest appears.

The Contractor shall not commence, nor allow any subcontractor to commence work under this contract, until the Owner has reviewed the certificates and approved coverage’s and limits as satisfying the requirements of the bidding process.

A.   Worker's Compensation and Employers' Liability Insurance

The Contractor shall acquire and maintain Worker's Compensation insurance with Kentucky's statutory limits and Employers' Liability insurance with at least $100,000 limits of liability for all employees who will be working at the project site. In the event any work is sublet, the Contractor shall require any subcontractor to provide proof of this insurance for the Subcontractors' employees, unless such employees are covered by insurance provided by the Prime Contractor.

B.   Public Liability Insurance

The Contractor shall acquire and maintain a Broad Form Comprehensive General Liability (CGL) Insurance Policy including premises - operations, products/completed operations, blanket contractual, broad form property damage, real property fire legal liability and personal injury liability coverage. Where required by the risks involved, Explosion, Collapse and Underground (XCU) coverage’s shall be added by endorsement.

The limits of liability shall not be less than $500,000 each occurrence combined single limits for bodily injury and property damage. If split limits are used, they shall not be less than $500,000 each person, each occurrence for bodily injury and $500,000 each occurrence for property damage. If is preferred that this insurance be written on the 1973 CGL policy form. If the 1986 edition is used limits available to cover the contractual liability and completed operation liability shall be comparable to that available under the 1973 form.
The Prime Contractor shall either:

1. Require each subcontractor to procure and maintain insurance of the type and limits stated during the terms of the Contract, or

2. Insure the activities of such Subcontractors under a blanket form as shown above.

C. Comprehensive Automobile Liability Insurance
The Contractor shall show proof and guarantee the maintenance of insurance to cover all owned, hired, leased or non-owned vehicles used on the project. All vehicles including such off the road tractors, cranes and rigging equipment must be defined as covered under the terms of this contract. Policy limits shall not be less than $500,000 combined single limits for bodily injury and property damage each occurrence. As an alternative, split limits of not less than $500,000 bodily injury and $500,000 property damage each occurrence shall be maintained.

D. Excess Liability Insurance
The Contractors shall acquire and maintain a policy of excess liability insurance in either an umbrella form or a following form excess over the required primary policies of the broad form comprehensive general liability insurance, comprehensive automobile liability insurance and employer's liability insurance. This policy shall have a minimum of $1,000,000 combined single limits for bodily injury and property damage for each occurrence in excess of the applicable limits in the primary policies. This limit shall be increased as appropriate to cover anticipated special exposures.

E. Completed Operations
The Certificate of Insurance must verify Operations/Completed Operations and Contractual Liability Coverage for the operation performed by the Contractor under this Contract and to include the Indemnification provisions of these specifications as modified by this addition. The Certificate must specify the limits and deductibles applicable for property damage from paint overspray per car/claim, per occurrence and aggregate.

F. Insurance Agent and Company
Insurance as required in the bidding process of the project, shall be written according to applicable state law Kentucky. The policies shall be written by an insurer duly authorized to do business in Kentucky in compliance with KRS:304.1-110.

KENTUCKY SALES AND/OR USE TAX

All Bidders are informed that construction contracts for the University of Kentucky are not exempt from the provisions of the Kentucky Sales and/or Use Tax. All adjustments and allowances for the current sales and/or use tax shall be provided for in the Bid amount as no adjustments will be permitted and/or made after the fact.

OWNERS REPRESENTATIVE

The University's Representative during construction shall be Scott Hogue, scott.hogue@uky.edu

OWNER/CONTRACTOR COMMUNICATION

All directives to the Contractor shall be from the Owner during Construction.

EXISTING CONDITIONS

The Contractor should visit the job site and acquaint oneself with the existing conditions. The contractor will be required to accept the job site conditions as they exist on the bid date.

CONSTRUCTION SCHEDULE

The CPPD representative shall be responsible for coordinating allowable work time for the Contractor.
NOTICE AND SERVICE THEREOF

Any notice to any contractor from the owner, relative to any part of this contract, shall be in writing and considered delivered and the service thereof completed when said notice is posted by registered mail to the said contractor at the last known address, or it may be delivered in person to the said contractor or the authorized representative on the work site.

SUBMITTALS AND SHOP DRAWINGS

Following the issuance of the Purchase Order and prior to actual beginning of Construction, the following items may be required by the Owner.

a. Procedures to be used in executing this project.
b. Construction Schedule in a line item/bar chart format showing anticipated starts, duration and completion of all major items or disciplines of work.

PROGRESS MEETINGS

In addition to specific coordination and pre-installation meetings for each element of work, and other regular project meetings held for other purposes, progress meetings will be held as outlined at the Preconstruction meeting. Each entity then involved in planning, coordination or performance of work shall be properly represented at each progress meeting. The following areas will be covered at each progress meetings: review of each entity’s present and future needs including interface requirements, time sequences, deliveries, access, site utilization, temporary facilities and services, hours, of work, hazards and risks, house-keeping, change orders, and documentation of information for payment requests; discuss whether each element of current work is ahead of schedule; determine how behind-schedule Work will be expedited, and secure commitments from entities involved in doing so; discuss whether schedule revisions are required to ensure that current work and subsequent work will be completed within Contract Time; and review everything of significance which could affect the progress of the work.

Contractor shall prepare and submit at each progress meeting and updated schedule indicating Work completed to date and any needed revisions.

With the express purpose of expediting construction and providing the opportunity for cooperation of affected parties, progress meetings will be held and attended by representatives of:

(1) The Project Manager
(2) Contractor

A location near the site will be designated where such progress meetings will be held. Participants will be notified of the dates and times of the meetings by the Owner.

TELEPHONE SERVICE

Contractor shall arrange to have a cellular phone available on site.

CONTRACTOR QUALIFICATIONS

Work shall be performed by mechanics skilled in their respective trades and shall present appearance typical of best trade practice. Work not done in this manner shall be repaired, removed and replaced, or otherwise remedied as directed by and acceptable to the Owner.

SUPERVISION

The Contractor is responsible for supervision of his work and that of all his subcontractors. The Contractor and each subcontractor shall personally supervise their work or have a competent superintendent, satisfactory to the Owner, on the work site at all times during work hours with full authority to act for him.
EMPLOYEE CONDUCT

It shall be the Contractor’s responsibility to control all misconduct while on this project and the University’s premises. It must be understood that any worker using or under the influence of alcohol and/or controlled substances, other than prescription medications, shall not be allowed on the premises of the University of Kentucky and will be permanently dismissed from this project if found to be so. Further, offensive language, sexual or other types of harassment of students, staff or visitors to the University campus could result in immediate and permanent dismissal of the offending person(s) from the project.

MAINTENANCE OF EXISTING FACILITIES

The stadium will remain in use and the Owner shall have access to the site throughout the duration of the project. The Contractor shall:

A. Coordinate construction activity to assure the safety of those who must cross the project site and shall cooperate with the Owner in minimizing inconvenience to, or interference with normal use of existing site by staff, students, other Contractors, or the public.

B. Provide and maintain the necessary barriers and accommodations for a completely safe route of accessibility.

C. Insure that all exits provide for free and unobstructed egress. If exits must be blocked, then prior arrangements must be made with the Owner’s Representative.

SANITARY FACILITIES

A. Restroom facilities shall be provided by Contractor.

B. Drinking water shall be provided from an approved safe source so piped or transported as to be kept clean and fresh and served from single service containers or satisfactory types of sanitary drinking stands or fountains. All such facilities and services shall be furnished in strict accordance with existing governing health regulations.

CLEANING AND TRASH REMOVAL

A. The Contractor shall provide adequate containers of proper size. The Contractor shall remove all trash from the project daily.

B. The Contractor shall broom clean the entire area of new installation daily

C. The Contractor shall be responsible for removal from the site of all their liquid waste or other waste that requires special handling.

D. Failure to comply with the above requirements shall be cause for stopping work until the condition is corrected.

DRAWINGS, SPECIFICATIONS AND FIELD CONDITIONS

A. Prospective Contractors will secure all data at the sites of the project such as convenience of receiving and sorting material, location of public services, and other information which will have a bearing on making their proposals or on the execution of the work if awarded the Contract, and no allowance will be made for failure of the Contractor to obtain such site information prior to bidding.

B. The Contractor shall be responsible for verification of all measurements before bidding, or ordering any materials or doing any work. No extra charge or compensation will be allowed due to differences between actual dimensions and dimensions indicated on the drawings. Any such discrepancy in dimensions that may be found shall be submitted to Owner’s Representative for consideration before proceeding with the work in the affected area.
WALK THROUGH

After the "Purchase Order" is issued but before Work by the Contractor is started, a walk-through of the area is required to document the condition of the space, surfaces, or equipment. It is the responsibility of the Contractor for the scheduling of the walk-through with the Owner, the Consultant, and other interested parties.

During the walk-through, Contractor shall document all damaged surfaces or other defective items that exist prior to construction.

The walk-through shall be attended by Owner's Project Manager, a Representative of the user of the facility, the Contractor and the Consultant.

Written documentation of the walk-through is to be provided by the Consultant with copies distributed to all parties. Polaroid type color photographs are to be provided and labeled by Contractor and one (1) copy of such photographs are to be given to Consultant. All parties attending the walk-through agree on the list of damages.

LAYING OUT WORK

The Contractor shall be responsible for all lines, levels and measurements of all work executed under his contract. He shall verify the measurements of all work executed under this contract. He shall verify the figures before laying out the work and will be held responsible for any error resulting from his failure to do so. The Contractor shall be prepared to guarantee to each of these subcontractors the dimensions they may require for the layout and fitting of their work to the surrounding work. It shall be the duty of the Contractor to keep his job policed and clean at all times. Rubbish and trash shall be cleaned out and removed daily and the premises kept in conditions satisfactory to the Owner and/or his representative.

CONSTRUCTION AND SAFETY DEVICES

A. The Contractor shall provide safety controls for protection of the life and health of employees. The contractor will utilize precautionary methods for the prevention of damage to property, materials, supplies, and equipment, and for avoidance of work interruptions in the performance of this Contract. In order to provide such safety control aforesaid, the Contractor shall comply with all pertinent provisions of the Kentucky Safety Standards of the Divisions of Occupational Safety and Health, Department of Labor, and Federal Occupational Safety and Health Construction Standards that are in effect at the time this Contract is entered into and during the period in which the Contract is to be performed. The Contractor shall also take or cause to be taken such additional measures as the Division of Occupational Safety may determine to be reasonably necessary for the purpose.

B. The Contractor shall maintain an accurate record of and shall report to the Division of Occupational Safety and Health in the manner and on the forms prescribed by the Division, exposure data and all accidents resulting in death, traumatic injury, occupational disease, and/or damage to property, materials, supplies, and equipment incident to work under this Contract.

C. The Division of Occupational Safety and Health will notify the Contractor, of any noncompliance with the foregoing provisions and the action to be taken. The Contractor shall after receipt of such notice immediately correct conditions. Such notice when delivered to the Contractor or appointed representative at the site of work shall be deemed sufficient for this purpose. If the Contractor fails or refuses to comply promptly, the Owner may issue an order stopping all or part of the work until satisfactory or corrective action has been taken. Failure or refusal to comply with the order will be grounds for stopping all payments due under the Contract to the Contractor. No part of the time lost due to any such stop order shall be made the subject of claim for extension of time or for excess cost or damages by the Contractor.

D. Compliance with the provisions of the foregoing sections by Subcontractors will be the responsibility of the Prime Contractor.

E. Nothing in the aforesaid provisions shall prohibit the U.S. Department of Labor or the Kentucky Department of Labor, Division of Occupational Safety and Health, from enforcing pertinent occupational safety and health standards as authorized under Federal or State Occupational Safety and Health Law.
F. The Contractor shall take all necessary precautions for the safety of employees on the Work, and shall comply with all applicable provisions of federal, state, and municipal safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to the premises where the Work is being performed.

G. The Contractor shall designate a responsible member of the organization, on the Work, as safety officer whose duty shall be to enforce safety regulations. The name and position of the person so designated shall be reported to the Owner by the Contractor.

H. These specifications include precautionary measures for the contractor to follow. Where applicable, the Contractor shall take any industry recognized standard precautionary measure(s).

**INSPECTION OF WORK**

The Owner shall at all times have access to the Work whenever it is in preparation or progress and the Contractor shall provide proper facilities for such access and for inspection. The Owner shall be given timely notification in order to arrange for proper inspection of any work performed outside of the normal working day or week.

If the specifications, the Owner's instructions, laws, ordinances, or any public authority require any work to be specially tested or approved, the Contractor shall give the Owner timely notice of its readiness for inspection. Inspections by the Owner shall be made promptly.

If any portion of the Work should be covered contrary to the request of the Owner, or to requirements specifically expressed in the Contract Documents, it must, if required in writing by the Owner, be uncovered for his observation and shall be replaced at the Contractors expense.

If any other portion of the Work has been covered, which the Owner has not specifically requested to observe prior to being covered, the Owner, with the Owner's approval, may request to see such Work and it shall be uncovered by the Contractor. If such Work be found in accordance with the Contract Documents, the cost of uncovering and replacement shall, by appropriate Change Order, be charged to the Owner. If such Work should be found not in accordance with the Contract Documents, the Contractor shall pay such costs unless it should be found that this condition was caused by the Owner, or a separate Contractor employed by the Owner, in which event the Owner shall be responsible for the payment of such costs.

**PAYMENT**

The contractor will be paid once a month until final completion has occurred. Contractor shall the request payment on his/her on invoice.

**SITE PROTECTION AND MATERIAL STORAGE**

A. The contractor will be responsible for storage of his materials and equipment, and the removal of it upon completion of work.

B. The Contractors and Subcontractors are responsible for the security of their own materials, tools, and equipment on the project site. The Owner is not responsible for theft or vandalism to any such materials, tools, or equipment.

**CODES AND STANDARDS**

The design, construction and performance of equipment and materials provided under this contract will meet and exceed the requirements of the latest issue of applicable codes and standards of the following authorities:

- Kentucky Building Codes
- Occupational Safety and Health Administration
- National Fire Protection Association
- Underwriters Laboratories
- State and Local Fire Marshall’s
- City and County Building Codes.
All work done on this Contract will include all work required by the applicable codes and standards.

**EQUIPMENT**

The contractor shall provide any equipment not specified to be supplied by the Owner.

**UTILITIES**

The Owner will provide water and electricity for this Project. The Contractor shall provide for all temporary taps, hoses, lines, boxes, lighting and installation of the same for construction operations. Electricity shall not be used for heating purposes. In the event that the Contractor is wasteful with these utilities, the Owner shall charge the Contractor accordingly.

**CUTTING AND PATCHING**

Cutting and patching shall be done by craftsmen skilled and experience in the trade or craft that installed or furnished the original work. Repairs shall be equal in quality and appearance to similar adjacent work and shall not be obviously apparent as a patch or repair. Work that cannot be satisfactory repaired shall be removed and replaced. Any existing item that is to remain and is damaged during construction shall be replaced at the Contractor’s expense.

**TEMPORARY WORK**

All required temporary work shall provide for safe and proper performance of the work. The Contractor shall be responsible for adequate design and construction of all temporary work used in construction of Contract work.

**DELIVERIES**

The route for delivery of materials shall be coordinated with the University of Kentucky, Physical Plant Representative.

**FIRE PROTECTION DURING CONSTRUCTION**

All Contractors will maintain fire protection as required by the Kentucky Building Code. If the Contractor utilizes University owned portable fire extinguishers during the contract period, the Contractor is responsible for servicing the extinguishers utilized. Contractors are responsible for training their employees in using fire-fighting equipment. On renovation projects where a building, wing, or floors are turned over to the Contractor, then the Contractor will be responsible for maintaining all existing Fire Protection Equipment and must replace any fire protection equipment damaged, lost, or misplaced during the contract period.

**FIRE TRUCK ACCESS**

During construction, access to the surrounding buildings must be maintained for local fire truck access.

**CRANE & MATERIAL HOIST OPERATIONS**

Contractor shall provide appropriate barriers around crane and material hoist to protect pedestrian and vehicular traffic around operating area. When Crane is operating or moving, flagmen provided by Contractor shall be utilized to prevent pedestrian and vehicular traffic from crossing pathway of crane lift. Contractor’s flagmen shall coordinate these activities with the appropriate security personnel.

Crane and material hoist shall be safely secured and inaccessible during non-operating hours. Contractor shall coordinate operation or erection of a crane or material hoist near the Medical Center with Medical Center Aero-Medical Operations (Med-Evac Helicopter)

Any damage to trees, shrubs, or plant material at the placement of the crane or material hoist shall be repaired by a tree surgeon or replaced as directed by the University’s Representative.
MAINTENANCE OF EXISTING FACILITIES

The building will remain in use and the Owner shall have access to the existing building(s) throughout the duration of the project. The contractor shall:

1. Coordinate construction activity to assure the safety of those who must cross the project site and shall cooperate with the Owner in minimizing inconvenience to, or interference with normal use of existing building and grounds by staff, students, other contractors, or the public.
2. Provide and maintain the necessary barriers and accommodations for a completely safe route of accessibility.
3. Insure that all exists provide for free and unobstructed egress. If exist must be block, the prior arrangements must be made with the Owner’s representative.
4. Conduct operation to prevent damage to adjacent building structures and other facilities, as well and in such a manner to protect the safety of building occupants.
5. Make special effort to prevent employees from entering the existing building for reasons except construction business.

SCOPE OF WORK:

1. All Mechanical, Plumbing, HVAC and Air Balance work as stated on the drawings. Work to be coordinated through the University Project Manager. Controls work will be handled by the University of Kentucky Controls group.

ADDENDA

The Bidder hereby acknowledges receipt of the following Addenda:

ADDENDUM NO. DATED ADDENDUM NO. DATED

LUMP SUM for 220 TRANSCRIPT AVE

The Bidder agrees to furnish all labor and services required to complete the Work, for the Purchasing, University of Kentucky, as described herein.

FOR THE LUMP SUM OF ____________________________

_________________ DOLLARS AND _____________ CENTS

(USE WORDS) (USE WORDS) ($_______________________)

LUMP SUM for 150 GAZETTER AVE.

The Bidder agrees to furnish all labor and services required to complete the Work, for the Purchasing, University of Kentucky, as described herein.

FOR THE LUMP SUM OF ____________________________

_________________ DOLLARS AND _____________ CENTS

(USE WORDS) (USE WORDS) ($_______________________)
LUMP SUM for 162-164 GAZETTE AVE (DUPLEX)

The Bidder agrees to furnish all labor and services required to complete the Work, for the Purchasing, University of Kentucky, as described herein.

FOR THE LUMP SUM OF ________________________________

(USE WORDS) ___________________________ DOLLARS AND ___________________________ CENTS

(USE WORDS) ___________________________

(USE FIGURES)

LUMP SUM for 1119 SOUTH LIMESTONE

The Bidder agrees to furnish all labor and services required to complete the Work, for the Purchasing, University of Kentucky, as described herein.

FOR THE LUMP SUM OF ________________________________

(USE WORDS) ___________________________ DOLLARS AND ___________________________ CENTS

(USE WORDS) ___________________________

(USE FIGURES)

LUMP SUM for 125 STATE STREET

The Bidder agrees to furnish all labor and services required to complete the Work, for the Purchasing, University of Kentucky, as described herein.

FOR THE LUMP SUM OF ________________________________

(USE WORDS) ___________________________ DOLLARS AND ___________________________ CENTS

(USE WORDS) ___________________________

(USE FIGURES)

UNIT PRICES

1. Tree Removal (medium to large) $__________________ per each

2. Stone or DGA delivered, placement and compaction $__________________ per ton

PROPOSED SUBCONTRACTORS

1. Demolition

2. Hauling

3. Landfill

4. Landscaping (seeding/straw)

Revised 8-13-19
PROJECT DESCRIPTION

This project provides for the demolition of 5 houses and related site items located at: 220 Transcript Avenue, 150 Gazette Avenue, 162-164 Gazette Avenue (duplex), 1119 S. Limestone, and 125 State Street, Lexington, KY, owned by the University of Kentucky. The demolition of each house shall be bid separately in this package. Include a unit-price (per tree) for removal of any medium-to-large trees that may be included in the demo project. Include a unit-price (per ton) for delivery, placement, and compaction of stone or DGA that may be required in the project.

UNIT PRICES

DEMOLITION OF EACH HOUSE SHALL BE BID SEPARATELY WITHIN THIS BID PACKAGE.

MATERIALS AND EQUIPMENT

NONE REQUESTED THIS BID.

PROPOSED SUBCONTRACTORS

1. Demolition ____________________________________________
2. Hauling ____________________________________________
3. Landfill ____________________________________________
4. Landscaping (seeding/straw) ____________________________
**TABLE OF CONTENTS**

SPECIAL CONDITIONS
OF THE CONTRACT FOR CONSTRUCTION

MAIN CAMPUS

<table>
<thead>
<tr>
<th>ARTICLE</th>
<th>TITLE</th>
<th>PAGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>GENERAL INFORMATION</td>
<td>3</td>
</tr>
<tr>
<td>2</td>
<td>FIELD CONDITIONS</td>
<td>3</td>
</tr>
<tr>
<td>3</td>
<td>OWNER'S PROJECT MANAGER</td>
<td>3</td>
</tr>
<tr>
<td>4</td>
<td>CONSULTANT</td>
<td>3</td>
</tr>
<tr>
<td>5</td>
<td>GEOTECHNICAL REPORT</td>
<td>3</td>
</tr>
<tr>
<td>6</td>
<td>TIME FOR COMPLETION</td>
<td>3</td>
</tr>
<tr>
<td>7</td>
<td>LIQUIDATED DAMAGES</td>
<td>3</td>
</tr>
<tr>
<td>8</td>
<td>SUBMITTALS AND SHOP DRAWINGS</td>
<td>4</td>
</tr>
<tr>
<td>9</td>
<td>PLANS, DRAWINGS, AND SPECIFICATIONS</td>
<td>4</td>
</tr>
<tr>
<td>10</td>
<td>PROGRESS MEETINGS</td>
<td>4</td>
</tr>
<tr>
<td>11</td>
<td>CRITICAL PATH CHART (CPM) (NOT REQUIRED)</td>
<td>4</td>
</tr>
<tr>
<td>12</td>
<td>WALK-THROUGH</td>
<td>4</td>
</tr>
<tr>
<td>13</td>
<td>RESIDENT INSPECTOR</td>
<td>5</td>
</tr>
<tr>
<td>14</td>
<td>FIELD OFFICE</td>
<td>5</td>
</tr>
<tr>
<td>15</td>
<td>TELEPHONE SERVICE</td>
<td>5</td>
</tr>
<tr>
<td>16</td>
<td>CONSTRUCTION FENCE</td>
<td>5</td>
</tr>
<tr>
<td>17</td>
<td>PROJECT SIGN</td>
<td>5</td>
</tr>
<tr>
<td>18</td>
<td>PARKING</td>
<td>5</td>
</tr>
<tr>
<td>19</td>
<td>SANITARY FACILITIES</td>
<td>6</td>
</tr>
<tr>
<td>20</td>
<td>ALLOWANCES AND RULES OF MEASUREMENT</td>
<td>6</td>
</tr>
<tr>
<td>21</td>
<td>SEQUENCE OF CONSTRUCTION</td>
<td>6</td>
</tr>
<tr>
<td>22</td>
<td>CRANE &amp; MATERIAL HOIST OPERATIONS:</td>
<td>6</td>
</tr>
<tr>
<td>23</td>
<td>UTILITIES</td>
<td>7</td>
</tr>
<tr>
<td>24</td>
<td>CLEANING AND TRASH REMOVAL</td>
<td>7</td>
</tr>
<tr>
<td>25</td>
<td>BLASTING</td>
<td>7</td>
</tr>
<tr>
<td>26</td>
<td>CUTTING AND PATCHING - NEW AND EXISTING WORK</td>
<td>87</td>
</tr>
<tr>
<td>27</td>
<td>UNRELATED PROJECTS</td>
<td>8</td>
</tr>
<tr>
<td>28</td>
<td>OWNER SUPPLIED MATERIALS</td>
<td>8</td>
</tr>
<tr>
<td>29</td>
<td>REMOVED ITEMS</td>
<td>8</td>
</tr>
<tr>
<td>30</td>
<td>INTERIOR ENCLOSURE</td>
<td>8</td>
</tr>
<tr>
<td>31</td>
<td>UK COMMUNICATIONS</td>
<td>8</td>
</tr>
<tr>
<td>32</td>
<td>SMOKE DETECTORS / FIRE ALARM SYSTEMS</td>
<td>8</td>
</tr>
<tr>
<td>33</td>
<td>SURVEYS RECORDS, REPORTS</td>
<td>8</td>
</tr>
<tr>
<td>34</td>
<td>ALTERNATES</td>
<td>8</td>
</tr>
<tr>
<td>35</td>
<td>FIELD CONSTRUCTED MOCK UPS</td>
<td>8</td>
</tr>
</tbody>
</table>

GENERAL REQUIREMENTS 9-23

REVISED 03/14
ARTICLE 1 GENERAL INFORMATION

1.1 These Special Conditions are intended to modify, supplement, or delete from, applicable Articles of the General Conditions.

1.2 Where any Article of the General Conditions is supplemented by these Special Conditions, the Article shall remain in effect and the supplement shall be added thereto.

1.3 Where Special Conditions conflict with General Conditions, provisions of the Special Conditions take precedence.

ARTICLE 2 FIELD CONDITIONS

2.1 Contractor will secure all data at the site of the building such as grades of lot, convenience of receiving and sorting material, location of public services, and other information which will have a bearing on making their proposals or on the execution of the Work if awarded the Contract, and no allowance will be made for failure of the Contractor to obtain such site information prior to bidding.

ARTICLE 3 OWNER'S PROJECT MANAGER

3.1 The Owner's Project Manager during construction shall be the designated University of Kentucky Physical Plant, Project Manager that is in charge of the Project.

ARTICLE 4 CONSULTANT

4.1 Wherever in these Contract Documents reference is made to the Consultant, it shall be understood to mean University of Kentucky or their duly authorized representatives. (See Article 2 of the General Conditions.)

ARTICLE 5 GEOTECHNICAL REPORT (NOT USED)

ARTICLE 6 TIME FOR COMPLETION

6.1 The time for Substantial Completion (**) shall be 60 consecutive calendar days from the date of commencement as specified in the Work Order letter, and Final Completion shall be 10 days thereafter.

ARTICLE 7 LIQUIDATED DAMAGES

7.1 Should the Contractor fail to complete the Work under this Contract on or before the date stipulated for Substantial Completion (or such later date as may result from extensions in the Contract Time granted by the Owner), he agrees that the Owner is entitled to, and shall pay the Owner as liquidated damages the sum of Fifty Dollars ($50.00) for each consecutive calendar day that Substantial Completion has not been met. See Article 3 of the Agreement.

7.2 Should the Contractor fail to complete the Work under this Contract on or before the date stipulated for Final Completion (or such later date as may result from extensions in the Contract Time granted by the Owner), he agrees that the Owner is entitled to, and shall pay the Owner as liquidated damages the sum of Fifty Dollars ($50.00) for each consecutive calendar day until Final Completion is reached. See Article 3 of the Agreement.
ARTICLE 9 PLANS, DRAWINGS, AND SPECIFICATIONS

9.1 The successful Contractor will receive two (2) sets of plans and specifications “to build by”. Contractor will be required to pay for cost of duplication for all sets required over and above this amount. The Owner will duplicate the extra sets required and the Contractor will reimburse the Owner for the cost of reproduction. The cost for extra sets on this Project is $20.00 for each complete set of plans and specifications.

9.2 All drawings, specifications and copies, thereof, furnished by the Consultant, are the property of the University of Kentucky. They are not to be used on other Work.

ARTICLE 10 PROGRESS MEETINGS

10.1 In addition to specific coordination and pre-installation meetings for each element of Work, and other regular Project meetings held for other purposes, progress meetings will be held as outlined at the Preconstruction Meeting. Each entity then involved in planning, coordination or performance of Work shall be properly represented at each progress meeting. The following areas will be covered at each progress meeting: review of each entity's present and future needs including interface requirements, time, sequences, deliveries, access, site utilization, temporary facilities and services, hours of Work, hazards and risks, house-keeping, change orders, and documentation of information for payment requests; discuss whether each element of current work is ahead of schedule, on time, or behind schedule in relation with updated progress schedule; determine how behind-schedule Work will be expedited, and secure commitments from entities involved in doing so; discuss whether schedule revisions are required to ensure that current Work and subsequent Work will be completed within Contract Time; and review everything of significance which could affect the progress of the Work.

10.2 Contractor shall prepare and submit at each progress meeting an updated schedule indicating Work completed to date and any needed revisions.

10.3 With the express purpose of expediting construction and providing the opportunity for cooperation of affected parties, progress meetings will be held and attended by representatives of:

   (1) The Owner's Project Manager
   (2) Contractor.
   (3) Subcontractors.
   (4) Others requested to attend.

10.4 A location near the site will be designated where such progress meetings will be held. Participants will be notified of the dates and times of the meetings by the Consultant.

ARTICLE 11 CRITICAL PATH CHART (NOT REQUIRED)

ARTICLE 12 WALK-THROUGH

12.1 After the "Work Order" is issued but before Work by the Contractor is started, a walk-through of the area is required to document the condition of the space, surfaces, or equipment. It is the responsibility of the Contractor for the scheduling of the walk-through with the Owner, the Consultant, and other interested parties.

12.2 During the walk-through, Contractor shall document all damaged surfaces or other defective items that exist prior to construction.
12.3 The walk-through shall be attended by Owner's Project Manager, a Representative of the user of the facility, the Contractor and the Consultant.

12.4 Written documentation of the walk-through is to be provided by the Consultant with copies distributed to all parties. Polaroid type color photographs are to be provided and labeled by Contractor and one (1) copy of such photographs are to be given to Consultant. All parties attending the walk-through agree on the list of damages.

ARTICLE 13 RESIDENT INSPECTOR (NOT REQUIRED)

ARTICLE 14 FIELD OFFICE (NOT USED)

ARTICLE 15 TELEPHONE SERVICE

15.1 Contractor shall have cellular phone communication on the job site at all times. Telephone service during the length of construction shall be paid for by the Contractor.

ARTICLE 16 CONSTRUCTION FENCE

16.1 All fencing to comply with Section 3304.0 of the Kentucky Building Code except where the following requirements are more stringent:

16.1.1 All job site perimeter fencing within 5 feet of a walkway, street, lot line, or public way shall be 8 feet in height.

16.1.2 All job site perimeter fencing more than 5 feet from a walkway, street, lot line, or public way shall be a minimum of 6 feet in height.

16.1.3 All fencing shall be of a woven material such as chain link or a solid type fence. Fencing shall include gates required for construction operations. Gates shall be lockable with both the Contractor's lock, and a lock provided by the Owner. Lock by Owner shall be keyed for the University Best GA key for the main campus.

16.1.4 It shall be the Contractor's responsibility to determine the proper quality of materials and methods of installation of the fencing, with the understanding that it must be maintained in good condition, good appearance, rigid, plumb, and safe throughout the construction period. The fence does not have to be new material.

16.1.5 The Contractor shall be responsible for removing and replacing any fence sections and/or posts necessary for access to the site on a daily basis. The Contractor shall police such conditions to assure the fence and posts are reset in a timely manner and are specifically in place at the close of the working day.

16.1.6 Contractors and Subcontractors not complying with the requirements of this Article 16 shall be given written notifications via the Consultant. If compliance is withheld, the Contractor may be charged for Work done on his behalf provided approval is gained from the Owner prior to issuance of the charge.

16.1.7 Plastic construction fence may be used as a visual warning barricade within the fenced construction site. This type of fencing is not acceptable as perimeter protection fence.

ARTICLE 17 PROJECT SIGN (NOT REQUIRED)

ARTICLE 18 PARKING
18.1 The University of Kentucky will make available for purchase by the Contractor Two (2) "E" CONSTRUCTION PARKING PASSES. These passes may be purchased by the Contractor to be used by Contractor and/or the Contractor's key subcontractors and personnel during construction period. The cost of each pass will be $22.00 per month and may be purchased from the Parking Office after the Contract is signed. Necessary documents required to purchase the passes will be available at the Pre-Construction Conference.

18.2 Parking for personal vehicles is available at Commonwealth Stadium 'K' Lots. Passes may be purchased from the University of Kentucky Parking and Security Office for $116.00 per year per pass on a pro-rated basis. No other parking will be provided on the campus of the University of Kentucky.

ARTICLE 19 SANITARY FACILITIES

19.1 At the beginning of the Project, before any Work is started, the Contractor shall furnish, install and maintain ample sanitary facilities for the workforce. Permanent toilets in the existing building shall not be used during construction of the Project. Drinking water shall be provided from an approved safe source, piped or transported as to be kept clean and fresh and served from single service containers or satisfactory types of sanitary drinking stands or fountains. All such facilities and services shall be furnished in strict accordance with existing governing health regulations.

ARTICLE 20 ALLOWANCES AND RULES OF MEASUREMENT

20.1 Rules of Measurement shall be established by the Consultant in the field. Actual measurement square shall be taken in the field. These amounts shall become binding upon the Contractor and be adjusted as before mentioned.

20.2 The Contractor shall pay for and coordinate through the Consultant and/or the Owner's Project Manager all associated Work by utility companies including relocation of utility poles, installation of new street lights, relocation of overhead or underground lines, and any other Work called for on the Plans and Specifications.

ARTICLE 21 SEQUENCE OF CONSTRUCTION

21.1 The Contractor shall coordinate any road and sidewalk closings, utility disruptions, etc. which will affect the use of the existing adjacent building(s) with the Owner's Project Manager prior to commencing that Work.

21.2 The Contractor shall coordinate construction activity to assure the safety of those who must cross by the Project site and shall provide and maintain the necessary barriers and accommodations for a completely safe route of accessibility. The Contractor is to insure that all exits provide for free and unobstructed egress. If exits must be blocked, then prior arrangements must be made with the Owner's Project Manager.

21.3 The Contractor shall cooperate with the Owner in minimizing inconvenience to, or interference with normal use of existing buildings and grounds by staff, students, other Contractors, or the public. Contractor shall conduct operations to prevent damage to adjacent building structures and other facilities and in such a manner to protect the safety of building's occupants.

21.4 Special effort shall be made by the Contractor to prevent any employee from entering existing buildings for reasons except construction business. In particular, use of toilets, drinking fountains, vending machines, etc. is strictly prohibited.

ARTICLE 22 CRANE & MATERIAL HOIST OPERATIONS:
22.1 Contractor shall provide appropriate barriers around crane and material hoist to protect pedestrian-and vehicular traffic around operating area. When crane is operating or moving, flag men provided by Contractor shall be utilized to prevent pedestrian and vehicular traffic from crossing pathway of crane lift. Contractor's flag men shall coordinate these activities with the appropriate security personnel.

22.2 Crane and material hoist shall be safely secured and inaccessible during non-operating hours.

22.3 Any damage to trees, shrubs or plant material at the placement of crane or material hoist shall be repaired by tree surgery or replaced as directed by Consultant.

ARTICLE 23 UTILITIES

23.1 This Article modifies Article 8 of the General Conditions. The Owner will not be providing utilities for this Project. If needed, the Contractor shall provide for all temporary taps, hoses, lines, boxes, lighting and installation of the same for construction operations.

ARTICLE 24 CLEANING AND TRASH REMOVAL

24.1 The Contractor shall keep clean the entire area of new construction and shall keep streets used as access to and from the site free of mud and debris.

24.2 All exit ways, walks, drives, grass areas, and landscaping must be kept free from debris, materials, tools and vehicles at all times. Trim weeds and grass within the site area

24.3 Upon completion of the Work, Contractor shall thoroughly clean and re-sod (If required) grass areas damaged to match existing areas outside of the construction limits established with this project.

24.4 The Contractor shall be responsible for removal from the site of all liquid waste or other waste (i.e. hazardous, toxic, etc.) that requires special handling on a daily basis.

24.5 Dumpsters will be provided and maintained by the Contractor.

24.6 During handling and installation of Work at the Project site, the Contractor shall clean and protect Work in progress and adjoining Work on a basis of continuing maintenance. Contractor shall apply suitable protective covering on newly installed Work where needed to prevent damage or deterioration at time of Substantial Completion. Otherwise, Contractor shall clean and perform maintenance on newly installed Work as frequently as necessary through remainder of construction period.

24.7 The Contractor shall be responsible for daily cleaning of spillage's and debris resulting from his and his Subcontractor's operations, (includes removal of dust and debris from wall cavities) and for providing closed, tight fitting (dustproof if required), waste receptacles to transport construction debris from the work area to the dumpster. Broom clean all paved areas no less than once a week. The Contractor shall empty such receptacles into the trash container when full or when directed to be emptied by the Consultant and/or Owner's Project Manager, but not less than weekly. The use of University waste and trash receptacles is strictly prohibited, except as otherwise provided by the project specifications.

24.8 Failure to comply with the above requirements shall be cause for stopping work until the condition is corrected.

ARTICLE 25 BLASTING

25.1 There shall be no blasting under any conditions on University of Kentucky property unless specified in these Special Conditions.
ARTICLE 26 CUTTING AND PATCHING - NEW AND EXISTING WORK (NOT USED)

ARTICLE 27 UNRELATED PROJECTS (NOT USED)

ARTICLE 28 OWNER SUPPLIED MATERIALS (NOT USED)

ARTICLE 29 REMOVED ITEMS (NOT USED)

ARTICLE 30 INTERIOR ENCLOSURE

30.1 Contractor is responsible for coordinating with the Owner's Project Manager any equipment to be turned off prior to placing temporary enclosures.

ARTICLE 31 UK COMMUNICATIONS (NOT USED)

ARTICLE 32 SMOKE DETECTORS / FIRE ALARM SYSTEMS - EXISTING AND/OR NEW FACILITIES (NOT USED)

ARTICLE 33 SURVEYS RECORDS, REPORTS

33.1 General: Working from lines and levels established by property survey, and as shown in relation to the Work, the Contractor will establish and maintain bench marks and other dependable markers to set lines and levels for Work at each area of construction and elsewhere on site as needed to properly locate each element of the entire Project. The Contractor shall calculate and measure from the bench marks and dependable markers required dimensions as shown (within recognized tolerances if not otherwise indicated), and shall not scale drawings to determine dimensions. Contractor shall advise trade contractors performing Work of marked lines and levels provided for their use in layout of Work.

ARTICLE 34 ALTERNATES (NOT USED)

ARTICLE 35 FIELD CONSTRUCTED MOCK UPS (NOT USED)
01011.01 RELATED DOCUMENTS

The General Conditions, Special Conditions and all other Contract Documents shall apply to this Section of the work as well as to all other Sections.

01011.02 PROJECT DESCRIPTION-

A. The buildings to be demolished are located at 220 Transcript Avenue; 150 & 162-164 Gazette Avenue, 1119 S. Limestone, and 125 State Street, Lexington, Kentucky and consists of removing all structures (houses, garages and out-buildings), foundation walls, footings, basements, slabs, driveways, sidewalks, etc. unless stated otherwise below. Tress to be removed will be marked by owner’s representative. Contractor will review tree removal with the owner’s representative prior to starting work. Contractor shall contact owner’s representative during demolition project if any questions arise about trees and shrubs.

B. Individual site-specific instructions for houses:

220 Transcript Avenue: house has crawl space, wooden privacy fence to be removed (photos 1-5)

150 Gazette Avenue: house has partial basement (photos 6-9)

162-164 Gazette Avenue: duplex house has partial basement (photos 10-13)

1119 S. Limestone Street: house has full basement; adjacent parking lot not to be damaged (photos 14-17)

125 State Street: 2-story brick, with basement (photos 18-20)
DEMOLITION PROJECT - TRANSCRIPT AVENUE, GAZETTE AVENUE, STATE STREET, & SOUTH LIMESTONE

Aerial View – Showing Project Locations

Photo 1 – 220 Transcript Avenue
DEMOLITION PROJECT- TRANSCRIPT AVENUE, GAZETTE AVENUE, STATE STREET, & SOUTH LIMESTONE

Photo 2 – 220 Transcript Ave.

Photo 3 – 220 Transcript Avenue
DEMOLITION PROJECT- TRANSCRIPT AVENUE, GAZETTE AVENUE, STATE STREET, & SOUTH LIMESTONE

Photo 4 – 220 Transcript Avenue

Photo 5 – 220 Transcript Avenue
DEMOLITION PROJECT - TRANSCRIPT AVENUE, GAZETTE AVENUE, STATE STREET, & SOUTH LIMESTONE

Photo 6 – 150 Gazette Avenue

Photo 7 – 150 Gazette Avenue
DEMOLITION PROJECT - TRANSCRIPT AVENUE, GAZETTE AVENUE, STATE STREET, & SOUTH LIMESTONE

Photo 8 – 150 Gazette Avenue

Photo 9 – 150 Gazette Avenue
DEMOLITION PROJECT - TRANSCRIPT AVENUE, GAZETTE AVENUE, STATE STREET, & SOUTH LIMESTONE

Photo 10 – 162/164 Gazette Avenue

Photo 11 – 162/164 Gazette Avenue
DEMOLITION PROJECT- TRANSCRIPT AVENUE, GAZETTE AVENUE, STATE STREET, & SOUTH LIMESTONE

Photo 12 – 162/164 Gazette Avenue

Photo 13 – 162/164 Gazette Avenue
DEMOLITION PROJECT- TRANSCRIPT AVENUE, GAZETTE AVENUE, STATE STREET, & SOUTH LIMESTONE

Photo 14 – 1119 S. Limestone

Photo 15 – 1119 S. Limestone
DEMOPTION PROJECT - TRANSCRIPT AVENUE, GAZETTE AVENUE, STATE STREET, & SOUTH LIMESTONE

Photo 16 – 1119 S. Limestone

Photo 17 – 1119 S. Limestone
DEMOLITION PROJECT- TRANSCRIPT AVENUE, GAZETTE AVENUE, STATE STREET, & SOUTH LIMESTONE

Photo 18 – 125 State Street

Photo 19 – 125 State Street
DEMOILITION PROJECT- TRANSCRIPT AVENUE, GAZETTE AVENUE,
STATE STREET, & SOUTH LIMESTONE

Photo 20 – 125 State Street
SECTION 02100 - CLEARING

02100.01 RELATED DOCUMENTS

The General Conditions, Special Conditions and all other Contract Documents shall apply to this Section of the work as well as to all other Sections.

02100.02 SCOPE

This Section includes the removal of site improvements, shrubs, bushes, and other vegetation necessary to complete site clearing as shown on the site plan and specified herein.

02100.03 CLEARING

A. Clear the site of shrubs, bushes and other vegetation except for those indicated to be left standing. Trees to be left standing shall be protected from damage during the demolition process.

B. Completely remove stumps and root balls. Remove roots and other debris protruding through the ground surface.

02100.04 REMOVAL OF IMPROVEMENTS

Remove above-grade and below-grade improvements, including fence posts, stone steps, etc., in their entirety.

02100.05 DISPOSAL OF WASTE MATERIALS

Remove all waste materials from the Owner's property and dispose of in accordance with State and local ordinances.

SECTION 02110 - DEMOLITION

02110.01 RELATED DOCUMENTS

The General Conditions, Special Conditions and all other Contract Documents shall apply to this Section of the work as well as to all other Sections.
02110.02 SCOPE

The specifications are intended to cover the demolition and removal of certain structures located on the site listed below on property owned by the University of Kentucky and located in Lexington, Kentucky.

02110.03 LIMITS OF CONTRACT

Limits of the contract shall be within the lot boundary lines must be strictly observed.

02110.04 OCCUPANCY

Buildings and other structures to be demolished will be vacated and discontinued in use prior to the start of the work.

02110.05 CONDITIONS OF STRUCTURES

The Owner assumes no responsibility for the actual condition of structures to be demolished but conditions existing at the time of inspection for bidding purposes will be maintained by the Owner in so far as practicable.

02110.06 DAMAGES

All damages caused to adjacent facilities or adjacent sites by demolition operations shall be promptly repaired by the Contractor at no cost to the Owner.

02110.07 PROTECTIONS

The Contractor shall provide a pedestrian and vehicular traffic control plan prior to starting work. This shall describe measures and methods to divert pedestrians around the demolition site, measures to protect pedestrians during demolition, and how vehicular traffic will be impacted and the method for dealing with that impact.

The Contractor shall provide safety barriers and lights as required. The sites are to be maintained in a satisfactory condition to minimize hazards to the public. Placement of signs, barricades, and/or lights shall be done to the satisfaction of the Director of Safety at the University and the LFUCG Department of Transportation.

02110.08 UTILITIES

A. Disconnect and remove all water, sewer and/or gas lines to a minimum of 12" below existing grade, at the property line.

B. The Owner shall arrange for all utility services to be disconnected by the providers. Contractor shall confirm with Owner’s representative that utilities have been disconnected prior to removal of utility lines.

C. Plug all sewer connections to the satisfaction of the Sanitation Engineers of Lexington-Fayette Urban County Government, and provide the Owner with a certificate that the sewer lines have been plugged to their standards. This is a condition for Final Payment.
NOTE: Upon request, the University of Kentucky will be responsible for removing Freon from the air conditioners and condensing units prior to the contractor’s demolition.

02110.09 PERMITS

The University of Kentucky is not required to obtain a demolition permit from the local government. Sidewalk on University Drive bordering these buildings will have to be closed during demolition. Provide signage well in advance of pedestrian traffic to divert the foot traffic to other sidewalks.

02110.10 BUILDING

Demolish buildings completely and remove from the site. Use such methods as required to complete the work within the limitations of governing regulations.

02110.11 BELOW GRADE CONSTRUCTION

Demolish foundation walls to the full depth of the wall including footings. Demolish and remove below-grade wood, masonry/concrete construction, and basement floor slab construction.

02110.12 ON-GRADE CONSTRUCTION

Demolish and remove all concrete slabs, drives and walks on grade as indicated in the site plans. Concrete walks shall be removed to the point of intersection with the city’s sidewalks.

02110.13 FENCE

A. Construct and maintain a galvanized chain fence enclosing the demolition site, including chain link gates required for construction operations. Gates shall have provisions for locking.

B. Fence shall be 6 feet high and rigidly constructed of materials with minimum sizes consistent with the intended purpose and length of time the fence will be in service.

C. It shall be maintained in good condition, good appearance, rigid, plumb, and safe throughout the Demolition period. The fence shall be new material. See Fencing Details and Site Plans for location and type of fence construction. This contract will leave the fence in place and will be responsible for maintaining the fence during the subsequent construction project.

D. The Contractor will be responsible for removing and replacing any fence sections and/or posts necessary for access to the site on a daily basis. The Contractor shall police such conditions to assure the fence and posts are reset in a timely manner and are specifically in place at the close of the working day. Fence shall remain in place until basements are filled and lot is sowed in grass.

02110.14 CLEAN-UP
The Contractor shall remove all materials, rock, rubbish, etc., resulting from his work and leave the site clean. The clean-up shall be made as soon as possible after demolition is completed.

02110.15 HAZARDOUS MATERIALS

In the event the Contractor encounters material reasonably believed to be asbestos (other than as specified in this contract), polychlorinated biphenyls (PCBs), lead-based paint, or other hazardous material on the site which has not been rendered harmless, the Contractor shall immediately stop work in the affected area and report the condition to the University's Project Manager. The work in the affected area shall not thereafter be resumed until the contractor has been notified in writing by the University's Project Manager that the material is not hazardous, or that it has been abated or has otherwise been rendered harmless. The work in the affected area shall be resumed only in the absence of hazardous material, or when the material has been rendered harmless. The Contractor, unless specified otherwise in the bid documents, shall not be required to perform any work relating to asbestos, polychlorinated biphenyls (PCBs), lead-based paint, or other recognized hazardous material.

The Contractor is hereby advised that the existing buildings have been surveyed for any asbestos-containing material, and removal of such materials has been performed.

Please note, any asbestos information provided is not intended to represent all asbestos-containing materials that may be present within the building; additional asbestos-containing materials may exist. When certain types of building materials are identified as non-asbestos, it should not be construed to mean that all such materials are non-asbestos. In addition, in instances when both asbestos-containing and non-asbestos building materials of the same type (such as pipe fittings) have been identified, all such building materials should be treated as potentially asbestos-containing until tested and proven otherwise.

Contractors are advised that certain classes of building materials (thermal system insulation, sprayed or troweled surfacing materials, and resilient flooring) are required by law to be treated as asbestos-containing until testing proves otherwise. These presumed asbestos-containing materials must not be disturbed without confirmation that asbestos is not present.

Any activity that would disturb a surface where lead is present (at any concentration) must be completed in accordance with OSHA's lead construction standard (29 CFR 1926.62). Covered activities include renovation, maintenance, repair work, and repainting (other than routine, minor surface prep and repainting where no deteriorated paint is present). Certain tasks, particularly manual demolition of structures (i.e., drywall), dry manual scraping or sanding, heat gun applications, and abrasive blasting, are considered by OSHA to be higher-risk and require respiratory protection for workers until air monitoring proves exposures are below the Permissible Exposure Limit (PEL). Please note that, even for tasks other than the so-called "trigger tasks" described above, the Contractor must prove (through monitoring or previous data) that workers and subcontractors are not being exposed above the PEL.

There is no correlation between the concentration of lead on a surface and the amount of airborne lead that may be created by disturbance of the surface. The level of protection and/or precautions used will be dictated by each individual project. However, each worker should be aware of and be protected from potential lead exposures and should understand the need for proper work practices and hygiene when working with surfaces that may contain lead. The Contractor is referred to the standard for specific information, notwithstanding any additional information provided in this document.
EPA regulations (40 CFR Part 745) require that contractors working in University-owned residences or student housing distribute a pamphlet entitled Protect Your Family From Lead In Your Home to all occupants of the affected area(s). For renovation in single-family housing or individual units in multi-family housing, the Contractor is required to obtain an acknowledgement from the occupant that the pamphlet has been received. If the renovation is to occur in a common area in multi-family housing (such as a stairwell, laundry room hallway, or playground), the pamphlet must be made available in a central location and the building occupants must be informed about the nature and extent of the renovations. Records documenting the acknowledgements and other notification efforts must be provided to the University prior to the start of the project.

Single copies of the pamphlet are available from the National Lead Information Center by calling (800) 424-LEAD. Bulk copies can be obtained from the Government Printing Office at (202) 512-1800 (GPO stock number 055-000-00507-9). Alternately, the pamphlet can be reproduced, provided that it is reproduced in full.

The University of Kentucky and the Contractor will be under the requirements of the OSHA Hazard Communication Standard (29 CFR 1910.1200). MSDS sheets can be reviewed upon request by the Contractor as they pertain to the work areas of the individual project. Photocopies of the MSDS sheets may be made by the Contractor at his expense. The standard includes but is not limited to:

1. A list of the hazardous chemicals to which the Contractor’s employees may be exposed shall be provided to the Contractor or his representative.

2. Measures the Contractor’s employees may take to lessen the possibility of exposure to these chemicals.

3. The location of and access to MATERIAL SAFETY DATA SHEETS (MSDS) related to chemicals located in the project area.

4. Procedures the Contractor’s employees are to follow if they are exposed to hazardous chemicals above the Permissible Exposure Limit (PEL).

5. The Contractor shall provide the Owner with a list of any hazardous chemicals they will bring on the job site that will expose the University’s employees. The Contractor shall supply the University with copies of MSDS sheets upon request.

DIVISION 2 - SITE WORK

SECTION 02210 - EARTHWORK

02210.01 RELATED DOCUMENTS

The General Conditions, Special Conditions and all other Contract Documents shall apply to this Section of the work as well as to all other Sections.

02210.02 SCOPE

This Section includes the filling of all depressions caused by clearing and demolitions, and over-site grading to complete the earthwork back to existing finished grade and as specified herein.
**FILLING ( )* **

02210.03

A. This project requires filling the building footprint and/or crawl spaces of the structures on this project. Completely fill below-grade areas and voids, outside the fenced area, resulting from clearing and from the demolition of structures.

B. Do all cutting, filling, backfilling and grading as required to bring entire area within the limits of the building and for other site improvements to required subgrades.

C. Fill material shall be free of all organic matter, debris, and refuse, and shall be of uniform character. Fill material shall include no stones larger than 6" maximum dimension. Rock or broken masonry shall be well distributed in earth or other fine material with interstices filled.

Fill material at optimum moisture content shall be placed in uniform horizontal layers not more than 6" thick, measured loose, over fill areas involved. Compact each layer fully and uniformly to a minimum density of 95% at optimum moisture content under building, and 100% under footings, as determined by the Standard Proctor Method, ASTM D 698.

Provide additional approved topsoil if sufficient quantity is not available from stripped areas.

Provide additional approved fill material if sufficient quantity is not available on site. Finished grading shall include placing topsoil in the designated planting areas to grade line indicated or to finish within 1 inch of top of walk. Place soil as required and slope to existing grade so that water will drain away from the improvements and can get away to lower ground by natural means, unless shown otherwise. Grades not otherwise indicated shall be uniform levels or slopes between points and existing finished grades. Grading shall be done with clean earth, top dressed with not less than four (4") inches of topsoil to elevations of natural grade. Finished grades shall be obtained in such manner that the top three (3") inches of earth is not compacted.

(*) The owner may require some areas to be filled with stone or DGA instead of soil.

**OVER-SITE GRADING**

02210.04

A. After all voids, including building footprint and/or crawl spaces, resulting from clearing and demolition have been filled, the Contractor shall grade all irregular surface changes and fill all depressions.

D. The site shall be left in a condition that will provide positive drainage and will permit grass cutting with standard mowing equipment.
### SEEDING

A. Provide a uniform stand of grass by watering, mowing, and maintaining seeded areas until final acceptance, reseed areas, with specified materials, which fail to provide a uniform stand of grass until all affected areas are accepted by the Owner.

B. Work notification: Notify Owner at least seven (7) working days prior to start of seeding operations.

C. Protect existing utilities, paving, and other facilities from damage caused by seeding operations.

D. Perform seeding work only after other work affecting ground surface has been completed.

E. Restrict traffic from lawn areas until grass is established. Erect signs and barriers as required.

### PRODUCTS

#### MATERIALS

A. Lawn seed: Provide fresh, clean, and new crop seed mixture, mixed by an approved method, and composed of the following varieties, mixed to the specified proportions by weight and tested to minimum percentages of purity and germination. Poa Annua, bent grass, and noxious weed seed free

<table>
<thead>
<tr>
<th>Blend</th>
<th>Parts</th>
<th>Purity</th>
<th>Minimum Germination</th>
</tr>
</thead>
<tbody>
<tr>
<td>Falcon Tall Fescue</td>
<td>90%</td>
<td>97%</td>
<td>80%</td>
</tr>
<tr>
<td>Pennfine Perennial</td>
<td>10%</td>
<td>98%</td>
<td>90%</td>
</tr>
<tr>
<td>Rye grass</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

B. Type A: Starter fertilizer containing 20% nitrogen, 26% phosphoric acid, and 6% potash by weight, or similar approved composition.

C. Ground Limestone: Containing not less than 85% of total carbonates and ground to such fineness that 50% will pass through a 100 mesh sieve and 90% will pass through a 20 mesh sieve.

D. Straw Mulch/Seed Mat: Clean oat or wheat straw well-seasoned before bailing, free from mature seed-bearing stalks or roots of prohibited or noxious weeds. Seed mat is the desired product to be used in place of straw.
E. Water: Free of substance harmful to seed growth. Hoses or other methods of transportation furnished by Contractor.

F. Asphal tic Emulsion Binder: Refined petroleum asphalt emulsified in alkaline water without use of clay, starch, or emulsified in alkaline water without use of clay, starch, or like deleterious substances, and not more than 0.75% of saponifiable acids, of a fluid consistency with no petroleum solvents or other diluting agents toxic to seed germination.

02212.03 INSPECTION
Examine finish surfaces, grades, topsoil quality, and depth. Do not start seeding work until unsatisfactory conditions are corrected.

02212.04 PREPARATION
A. Limit preparation to areas which will be immediately seeded.

B. Loosen topsoil of lawn areas to minimum depth of 4". Remove stones over 1" in any dimension and sticks, roots, rubbish, and extraneous matter.

C. Grade lawn areas to a smooth, free draining even surface with a loose, moderately coarse texture. Roll and rake, remove ridges, and fill depressions as required to drain.

D. Apply limestone, at rate determined by the soil test, to adjust pH of topsoil to not less than 6.0 nor more than 6.8. Distribute evenly by machine and incorporate thoroughly into topsoil.

E. Apply Type A fertilizer to indicated turf areas at a rate equal to 1.0 lb. of actual nitrogen per 1,000 sq. ft. (220 lbs./acre).

Apply fertilizers by mechanical rotary or drop type distributor, thoroughly and evenly incorporated with soil to a depth of 3" by disk ing or other approved method. Fertilize areas inaccessible to power equipment with hand tools and incorporate into soil.

F. Restore prepared areas to specified condition if eroded, settled, or otherwise disturbed after fine grading and prior to seeding.

02212.05 SEEDING
A. Seed immediately after preparation of bed. Spring seeding between April 1 and June 1 and fall seeding between August 15 and October 15 or at such other times acceptable to the Owner.

B. Seed areas within contract limits and areas adjoining contract limits disturbed by Work of this Project and not otherwise shown to be developed.

C. Perform seeding operations for renovated lawn areas when the soil is dry and when winds do not exceed 5 miles per hour velocity.

D. Apply seed with a rotary or drop type distributor. Install seed evenly by sowing equal quantities in 2 directions, at right angle to each other.

E. Sow grass seed at 8.0 lbs. per 1,000 sq. ft.
F. After seeding, rake or drag surface of soil lightly to incorporate seed into top 1/8" of soil. Roll with light lawn roller.

G. Mulching/Seed Mat: Place seed mat or straw mulch on seeded areas within 24 hours after seeding.

   Place uniformly in a continuous blanket at the rate of 2-1/2 tons per acre, or (2) 50 lb. bales per 1,000 sq.ft. of area. A mechanical blower may be used for straw mulch application when acceptable to UK’s project manager.

   Crimp straw into soil by mechanical means.

   Where indicated anchor straw mulch with asphaltic emulsion binder applied uniformly at a rate of not less than 100 gal. per acre.

   Protect buildings, paving, plants, and all non-seeded areas from liquid tackifier over-spray.

H. Place erosion control blankets in locations indicated and in accordance with manufacturer’s recommendations. Anchor in place with manufacturer’s recommended staples.

02212.06 ACCEPTANCE

A. Inspection to determine acceptance of seeded lawns will be made by the Owner, upon Contractor’s request. Provide notification at least ten (10) working days before requested inspection date.

B. Seeded areas will be acceptable provided all requirements, including maintenance, have been complied with, and a healthy, uniform, close stand of the specified grass is established free of weeds and undesirable grass species.

C. No individual lawn areas shall have bare spots or unacceptable cover totaling more than 2% of the individual areas, in areas requested to be inspected.

   Upon acceptance, the Owner will assume lawn maintenance.