



**Ashland Board of Commissioners
Thursday, December 11, 2025
12:00 PM**

AGENDA

I. CALL TO ORDER

II. INVOCATION

III. PLEDGE OF ALLEGIANCE

IV. RECEIVE AND FILE AGENDA

V. RECEIVE AND FILE MINUTES

VI. HEARINGS AND REPORTS

a. Mayor and Commissioners' Comments

b. City Manager's Report

VII. PUBLIC PARTICIPATION - PLEASE REMOVE YOUR HAT AND SILENCE

YOUR PHONE - Anyone with a comment or request may come to the podium and address the Commission concerning matters related to City business, services or personnel. Comments related to election issues or concerning personal disputes will not be allowed. Personal attacks, obscene, or threatening language will not be tolerated. Presentations are limited to five (5) minutes. A yellow light indicates 30 seconds remain and a red light means the time limit has expired. Only one speaker is permitted per subject. No action will be taken at this meeting. Those with comments are asked to fill out an "Inquiry/Complaint Form" and leave it with the City Clerk for distribution to the proper City Department.

VIII. OLD BUSINESS

- a. Second reading and final adoption of an ordinance entitled:

AN ORDINANCE OF THE CITY OF ASHLAND, KENTUCKY, AUTHORIZING AND DIRECTING CHUCK D. CHARLES, MAYOR, TO EXECUTE AN AMENDMENT TO THE EMPLOYEE ASSISTANCE PROGRAM MANAGEMENT AGREEMENT BETWEEN THE CITY OF ASHLAND AND ASHLAND HOSPITAL CORPORATION D/B/A UK KING'S DAUGHTERS MEDICAL CENTER (UKKD) ADOPTED BY ORDINANCE NO. 190, SERIES OF 2022, AS PREVIOUSLY AMENDED BY ORDINANCE NO. 13, 2023.

FISCAL NOTE: Cost will be \$1.00 per employee per quarter or \$500.00 per year as a minimum fee, whichever amount is greater. Item is included in the FY25-26 budget. Annual cost estimated to be \$1284.00.

SUMMARY: The Employee Assistance Program has been utilized by employees and their families since its inception in 2003 and is part of the Alcohol and Drug Free Workplace Certification.

- b. Second reading and final adoption of an ordinance entitled:

AN ORDINANCE OF THE CITY OF ASHLAND, KENTUCKY, AUTHORIZING AND DIRECTING CHUCK D. CHARLES, MAYOR, TO EXECUTE A CONTRACT BETWEEN THE CITY OF ASHLAND, KENTUCKY, AND BWC TRUCKING INC. FOR THE PURCHASE OF GRAVEL, STONE AND SAND FOR THE DEPARTMENT OF PUBLIC SERVICES AND THE DEPARTMENT OF UTILITIES.

FISCAL NOTE: Prices vary by size and type of stone. Split between Utility and General Funds.

SUMMARY: Yearly bid for the purchase of gravel, stone and sand for the Departments of Public Services and Department of Utility Operations.

- c. Second reading and final adoption of an ordinance entitled:

AN ORDINANCE OF THE CITY OF ASHLAND, KENTUCKY, ADOPTING THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) CITIZEN PARTICIPATION PLAN FOR DEPARTMENT OF COMMUNITY AND ECONOMIC DEVELOPMENT PROGRAMS AS REQUIRED BY THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD).

FISCAL NOTE: Minimal administrative fees.

SUMMARY: The Citizen Participation Plan ensures adequate citizen involvement in

the planning, implementation, and evaluation of its housing and community development programs for the City of Ashland.

- d. Second reading and final adoption of an ordinance entitled:

AN ORDINANCE OF THE CITY OF ASHLAND, KENTUCKY, AUTHORIZING AND DIRECTING CHUCK D. CHARLES, MAYOR, TO SUBMIT THE CITY OF ASHLAND'S 2023 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) ANNUAL ACTION PLAN AMENDMENT 3 TO THE U. S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD), FOR APPROVAL AND IMPLEMENTATION.

FISCAL NOTE: Decreasing the action plan in the amount of \$738,276.00. Reallocation of funds from the Business Loan Program to the Safe Harbor Building 2 Roof Replacement Project and the Salvation Army Rehabilitation Program. This amendment requires public notice advertising budget - \$10,000.00. Advertising actual - \$2,671.00.

SUMMARY: This amendment reallocates funds from the Business Loan Program to the Safe Harbor Building 2 Roof Replacement Project and the Salvation Army Rehabilitation Project, and removes unused FY23 funds to prevent duplication and improve future tracking.

- e. Second reading and final adoption of an ordinance entitled:

AN ORDINANCE OF THE CITY OF ASHLAND, KENTUCKY, AMENDING MINORITY LOAN NO. 2025-M-001 DOCUMENTS ORIGINALLY ADOPTED BY ORDINANCE NO. 18, SERIES OF 2025, TO M&J'S ROLLING CAFÉ, LLC IN THE AMOUNT OF \$50,000.00 TO BE PAID FROM COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS AND AUTHORIZING CHUCK D. CHARLES, MAYOR, TO EXECUTE THE AMENDED LOAN DOCUMENTS.

FISCAL NOTE: Business Loan Budget - \$50,000.00. Budgeted in the action plan, pending a budget adjustment for the city budget.

SUMMARY: The loan documents are being amended to incorporate federal provisions related to economic development incentives.

- f. Second reading and final adoption of an ordinance entitled:

AN ORDINANCE OF THE CITY OF ASHLAND, KENTUCKY, AUTHORIZING AND DIRECTING CHUCK D. CHARLES, MAYOR, TO SUBMIT THE SUBSTANTIAL AMENDMENT TO THE COMBINED 2025 – 2029 CONSOLIDATED PLAN AND THE 2025 ANNUAL ACTION PLAN FOR A COMMUNITY DEVELOPMENT BLOCK GRANT TO THE U. S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD), AND UPON ACCEPTANCE OF SAID PLANS FROM HUD, TO EXECUTE ON BEHALF OF THE CITY OF ASHLAND, AN AGREEMENT WITH THE U. S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT TO ENABLE THE CITY TO UNDERTAKE THESE ACTIVITIES AND/OR ANY AND ALL DOCUMENTS ASSOCIATED WITH THE GRANT SUBMITTAL.

FISCAL NOTE: This amendment increases the 2025 Annual Action Plan by \$451,391 and increases the 2025-2029 Consolidated Plan by \$367,228. After two pending budget adjustments are completed, the Program Year 2025 Annual Action Plan will match the City's FY26 budget.

SUMMARY: The primary purpose of this amendment is to add unspent prior-year funds to the action plans. These projects are already in progress but cannot be reimbursed by HUD until they are included in the current action plan. They were not included in the current action plan initially because we anticipated they would be completed by the end of Program Year 2024. Secondly, we propose redistributing funds from the General Administration, Code Enforcement, Homeowner Rehabilitation, and the Business Loan Program to the Safe Harbor Building #2 Roof Replacement Project and the Salvation Army Rehabilitation Project.

- g. Second reading and final adoption of an ordinance entitled:

AN ORDINANCE OF THE CITY OF ASHLAND, KENTUCKY, AMENDING ORDINANCE NO. 101, SERIES OF 1986, AS PREVIOUSLY AMENDED, BY AMENDING ARTICLE XVI. DEFINITIONS TO INCORPORATE THE DEFINITION AND LAND USE REGULATIONS RELATED TO FORTUNETELLING SERVICES AND AMENDING THE TABLE OF PERMITTED AND CONDITIONAL USES.

FISCAL NOTE: Minimal administrative costs.

SUMMARY: A public hearing was held on October 21, 2025 by the Ashland Planning Commission to receive public comment, to discuss and to consider recommendations to the Board of City Commissioners pertaining to the regulation of fortunetelling services. Although there was no one in attendance to provide public input, the Commission discussed the topic and voted to recommend that the Zoning Ordinance be amended to regulate this land use activity similarly to the existing Adult Use category.

h. Second reading and final adoption of an ordinance entitled:

AN ORDINANCE OF THE CITY OF ASHLAND, KENTUCKY, REPEALING TITLE XIII: GENERAL OFFENSES, CHAPTER 130: OFFENSES AGAINST PUBLIC PEACE AND SAFETY, SECTION 130.02, FORTUNETELLING, OF THE CODE OF ORDINANCES OF THE CITY OF ASHLAND, KENTUCKY; AND, AMENDING TITLE XI: BUSINESS REGULATIONS, CHAPTER 119: OTHER BUSINESSES, BY ADDING SECTIONS 119.70 AND 119.71 REGARDING FORTUNETELLING TO OTHER BUSINESS IN THE CODE OF ORDINANCES OF THE CITY OF ASHLAND, KENTUCKY.

FISCAL NOTE: Minimal administrative costs.

SUMMARY: A public hearing was held on October 21, 2025 by the Ashland Planning Commission to receive public comment, to discuss and to consider recommendations to the Board of City Commissioners pertaining to the regulation of fortunetelling services. Although there was no one in attendance to provide public input, the Commission discussed the topic and voted to recommend that fortunetelling services be restricted to those over the age of 18.

i. Second reading and final adoption of an ordinance entitled:

AN ORDINANCE OF THE CITY OF ASHLAND, KENTUCKY, AMENDING SECTION 3 OF ORDINANCE NO. 1, SERIES OF 1967, PREVIOUSLY AMENDED BY ORDINANCE NO. 21, SERIES OF 1968, WHICH CREATED A MUNICIPAL PLANNING COMMISSION BY DECREASING THE NUMBER OF PLANNING COMMISSION MEMBERS FROM NINE TO SEVEN.

FISCAL NOTE: Minimal administrative costs.

SUMMARY: The Ashland Planning Commission held a meeting on October 21, 2025. At this meeting, the members of the Commission voted to reduce the number of members from nine to seven. The Planning Commission was created by ordinance in 1967 and at that time the membership was set at seven citizen members and two ex-officio City staff members. In 1968 it was amended to be nine citizen members. Over the years it has been difficult to find citizen members willing to serve on the Commission, and when there has been a full commission it has been difficult to ensure a quorum. KRS 100.133 states that the Commission shall consist of at least five, but not more than twenty members. The current members of the Commission feel that seven is sufficient to ensure the Commission can appropriately function.

- j. Second reading and final adoption of an ordinance entitled:

AN ORDINANCE OF THE CITY OF ASHLAND, KENTUCKY, AUTHORIZING AND DIRECTING CHUCK D. CHARLES, MAYOR, TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF ASHLAND, KENTUCKY AND AP3, LLC REGARDING OPERATING CONTROL OF THE PARAMOUNT ARTS CENTER FOR A PERIOD OF FIVE YEARS BEGINNING JANUARY 1, 2026 IN THE AMOUNT OF \$10,000 PER MONTH.

FISCAL NOTE: \$322,500.02 total for six-month start-up operations, consisting of: Management Fee: \$10,000/month $\times$ 6 months = \$60,000; Travel: \$3,000/month $\times$ 3 months, \$2,500/month $\times$ 1 month and \$2,000/month $\times$ 2 months = \$15,500; Ongoing Facility Costs: \$17,000/month $\times$ 6 months = \$102,000; Executive/Technical Operations, Marketing, Box Office/Finance: \$24,166.67/month $\times$ 6 months = \$145,000.02; Total Start-Up Funding Required: \$322,500.02. Funding Source: Start-up costs will be covered entirely through interest income earned on the \$25,000,000 state appropriation for the Ashland Conference Center. No General Fund revenues are required, and the principal balance of the state appropriation will remain intact.

SUMMARY: The proposed management contract places the Paramount Arts Center under operational management by AP3 and VenuWorks beginning January 1, 2026. Six months of startup funding will support initial staffing, operations, marketing, box office functions, and essential facility costs necessary to relaunch event activity. This funding enables the operator to book shows, secure rentals, promote events, and establish the Paramount as an active venue, with the goal of achieving financial self-sustaining operations through event revenue streams after the startup period. Any continued financial support beyond the initial six-month period would require additional City Commission authorization. AP3/VenuWorks would also begin booking conferences and rentals so the Ashland Conference Center can generate revenue as soon as possible.

- k. Second reading and final adoption of an ordinance entitled:

AN ORDINANCE OF THE CITY OF ASHLAND, KENTUCKY, AMENDING THE RULES AND REGULATIONS FOR ANY SPECIAL EVENT OCCURRING UPON OR WITHIN CITY PROPERTY, STREETS, SIDEWALKS, RIGHTS-OF-WAY AND PARKS OF THE CITY OF ASHLAND TO BE KNOWN AND COMMONLY REFERRED TO AS THE "SPECIAL EVENT ORDINANCE" AND REPEALING ORDINANCE NO. 157, SERIES OF 2020, AS PREVIOUSLY AMENDED BY ORDINANCE NO. 103, SERIES OF 2022, AND ORDINANCE NO. 178, SERIES OF 2022.

FISCAL NOTE: Minimal administrative costs.

SUMMARY: Proposed modification to ordinance language to address concerns regarding the interaction of downtown special events and the designated

Entertainment Destination Center (EDC), and to clarify the EDC would only activate if a special event applicant requests EDC utilization and same as approved by the City.

1. Second reading and final adoption of an ordinance entitled:

AN ORDINANCE OF THE CITY OF ASHLAND, KENTUCKY, AMENDING SECTION 2 OF ORDINANCE NO. 80, SERIES OF 2022, AMENDING THE LANGUAGE OF THE ENTERTAINMENT DESTINATION CENTER IN THE DOWNTOWN OF THE CITY OF ASHLAND.

FISCAL NOTE: Minimal administrative costs.

SUMMARY: Proposed modification to ordinance language to address concerns regarding the interaction of downtown special events and the designated Entertainment Destination Center (EDC), and to clarify the EDC would only activate if a special event applicant requests EDC utilization and same as approved by the City.

IX. CONSENT AGENDA

- a. City Manager recommends approval to award the bid dated November 20, 2025, in the amount of \$158,116.00 to Cosby Construction, LLC for the Ferry Street and Pollard Road Sidewalk Project for the Department of Community and Economic Development.

FISCAL NOTE: Current Budget = \$100,000.00. Pending Budget Adjustment = \$50,000.00. Total Budget = \$150,000.00. Project is paid for with Community Development Block Grant (CDBG) funds.

SUMMARY: Ferry Street and Pollard Road are located in Block Group 3 of Census Tract 308 which is 53.7% low- and moderate-income (LMI). CDBG funds can be used for sidewalks when they are located within neighborhoods/service areas that are at least 51% LMI; therefore, making these sidewalks eligible.

- b. City Manager recommends approval to pay invoice #2396 dated November 21, 2025, in the amount of \$12,500.00 to Light's Enterprises, Inc. for demolition and clearance of all structures located at 351 Ringo Street, Ashland, KY for the Department of Community and Economic Development.

FISCAL NOTE: Demolition - \$12,500.00. Title search - \$400.00. Asbestos survey - \$650.00. Asbestos abatement - \$0.00. Public notices - \$284.40. Postage - \$50.34. Total - \$13,884.74. FY2026 General fund budget - \$200,000.00. FYTD spent - \$20,572.00.

SUMMARY: Demolition and clearance of blighted property located at 351 Ringo

Street, Ashland, KY. The city has completed 25 demolitions in 2025.

- c. City Manager recommends approval to pay invoice #2393 dated November 18, 2025 in the amount of \$4,400.00 to Light's Enterprises, Inc. for the demolition and clearance of all structures located at 2724 Roberts Drive, Ashland, KY for the Department of Community and Economic Development.

FISCAL NOTE: Demolition - \$4,400.00. Title search - \$400.00. Asbestos survey - \$650.00. Asbestos abatement - \$0.00. Public notices - \$284.40. Postage - \$42.18. Total - \$5,776.58. FY2026 General Fund budget - \$200,000.00. FYTD spent - \$20,572.00.

SUMMARY: Demolition and clearance of blighted property located at 2724 Roberts Drive, Ashland, KY. The city has completed 25 demolitions in 2025.

- d. City Manager recommends approval to pay invoice #2397 dated November 25, 2025, in the amount of \$5,900.00 to Light's Enterprises, Inc. for demolition and clearance of all structure located at 4748 Boyd Street, Ashland, KY for the Department of Community and Economic Development.

FISCAL NOTE: Demolition -\$5,900.00. Title search - \$550.00. Asbestos survey - \$705.00. Asbestos abatement - \$826.36. Public notices - \$663.60. Postage - \$18.50. Total - \$8,663.46. FY2026 General fund budget - \$200,000.00. FYTD spent - \$20,572.00

SUMMARY: Demolition of blighted property located at 4748 Boyd Street, Ashland, KY. The city has completed 25 demolitions in 2025.

- e. City Manager recommends approval to pay invoice #210610516 dated November 21, 2025, in the amount of \$171,443.92 to Frost Brown Todd, LLP for P3 consulting in regard to the Conference Center.

FISCAL NOTE: Current amount due - \$171,443.92. These legal fees are for multiple years. Calendar year 2024 = \$162,690.00. Calendar year 2025 = \$7,760.00. Reimbursable expenses - \$993.92. Amount paid to date - \$68,965.50. A budget adjustment will need to be completed for the General Fund to transfer funds to the Conference Center.

SUMMARY: Frost Brown Todd, LLP provides legal services in connection with the development of a conference center as a public-private partnership to include negotiating the agreements to design, build, finance, operate and/or maintain and obtain relevant regulatory and legislative approvals.

- f. City Manager recommends approval to pay request #1 dated November 10, 2025 in the amount of \$4,467.30 to Hazen and Sawyer for engineering services for a study to determine the feasibility of supplementally feeding powder activated carbon to further

aid in drinking water treatment for the Department of Utility Operations.

FISCAL NOTE: Original contract amount - \$129,410.00 (\$95,010.00 + "not to exceed" \$34,400.00 for PFAS sampling and jar testing). Amount paid to date - \$0.00. Current amount due - \$4,467.30. Balance of contract remaining after current payment - \$124,942.70. Budgeted Utility Capital Funds - \$100,000. KDOW has already performed jar testing so it is possible that this data can be used in lieu of the jar testing portion proposed by Hazen for \$34,400.00

SUMMARY: Hazen and Sawyer agrees to provide services for Project Management and monthly meetings, review of PAC feasibility, evaluation of PAC PFAS removal performance, PAC Infrastructure Requirements and PAC Conceptual Design and Reporting. This is being performed to determine the most efficient and economical process for drinking water PFAS treatment. Ashland must be compliant with new drinking water standards for PFAS by 2029.

- g. City Manager recommends approval to pay request #16 dated November 10, 2025, in the amount of \$17,543.75 to Hazen and Sawyer for engineering services for program management of the EPA Lead and Copper Rule requirements for the Department of Engineering and Department of Utility Operations.

FISCAL NOTE: Original contract amount - \$217,880.00. Amount paid to date - \$162,052.45. Current amount due - \$17,543.75. Balance of contract remaining after current payment - \$38,283.80. Project funded with 100% forgivable KIA loan. Budgeted in Utility Fund.

SUMMARY: Engineering services to develop a service line inventory of all service lines within the water distribution system with identification of location, material type and other associated properties in conformance with Federal EPA and Kentucky Division of Water regulatory requirements.

- h. City Manager recommends approval to pay invoice #0231645 dated November 12, 2025, in the amount of \$13,058.11 to Strand Associates, Inc. for final design and bidding engineering services associated with the City of Ashland WWTP Expansion and Improvements Project for the Department of Utility Operations.

FISCAL NOTE: Original contract amount - \$3,992,040.00. Amendment #1 - \$1,347,960.00. Revised contract amount - \$5,340,000.00. Amount paid to date - \$2,452,481.75. Current amount due - \$13,058.11. Balance of contract remaining after current payment - \$2,874,460.14. Expense funded with federal appropriation of \$4 million. This amount is budgeted in Sewer Plant Construction.

SUMMARY: Final design and engineering services including project management, reporting, meetings, calculations, specifications, and design drawings for the expansion of the Wastewater Treatment Plant, which is funded with Federal Appropriation.

- i. City Manager recommends approval to pay invoice #1200772530 dated November 11, 2025, in the amount of \$10,369.20 to HDR Engineering, Inc. for engineering services for design and agency approvals of the Dawes Street Rehabilitation Project for the Department of Engineering.

FISCAL NOTE: Original contract amount - \$207,384.00. Amount paid to date - \$172,128.72. Current amount due - \$10,369.20. Balance of contract remaining after current amount due - \$24,886.08. A request for reimbursement of 80% of invoice cost will be submitted to KYTC under a KYTC LPA grant. The city contribution in matching project funds will be 20 percent of invoice cost. Budgeted amount \$245,000.00.

SUMMARY: Design services for Dawes Street Rehabilitation including replacing and upgrading drainage, adding curb, and sidewalk, rebuilding road to include striping and signage.

- j. City Manager recommends approval to pay request #1 dated November 12, 2025, in the amount of \$5,049.79 to HDR Engineering, Inc. for the Optimization and Growth Distribution System Modeling for the Department of Utility Operations.

FISCAL NOTE: Original contract amount - \$222,128.00. Amount paid to date - \$0.00. Current amount due - \$5,049.79. Balance of contract remaining after current payment - \$217,078.21. This was previously budgeted for the 13th Street Tank Rehabilitation for the amount of \$331,550.00. Upon completion the remaining balance of \$222,128.00 is being redistributed for this Optimization and Growth Distribution System Modeling per Ordinance 52, 2025. Not to exceed \$222,128.00. The Project is funded with Utility Fund revenues. A Budget Adjustment will need to be completed.

SUMMARY: HDR provides project management activities to include contract execution and set-up, monthly budget tracking and reporting, invoicing, coordination of staff and coordination of quality control activities and project close-out activities for an on-call hydraulic modeling project.

- k. City Manager recommends approval to pay request #9 dated December 1, 2025, in the amount of \$150,847.35 to Judy Construction, Co. for the Johnson Fork, Baugess Drive, Florida Street Water Booster Station Project for the Department of Utility Operations.

FISCAL NOTE: Original contract amount - \$2,773,000.00. Amount paid to date - \$402,333.79. Current amount due - \$150,847.35. Balance of contract remaining after current payment - \$2,219,818.86. Funded with American Rescue Plan Act (ARPA) funds and KIA grant. Amount budgeted in FY2026 is \$1,530,000.00.

SUMMARY: The scope of work is for the addition of one booster station. Replacement of two existing booster pump stations, re-establishment of water

services, other water system appurtenances, and abandonment of existing pit-type booster pump stations. The new booster pump station is located at Johnson Fork and other station upgrades are at Baugess Drive and Florida Street.

- l. City Manager recommends approval to pay request #2 dated December 4, 2025 in the amount of \$660,091.37 to CJ Hughes Construction Co, Inc. for the FY2022 Capital Improvements Project -Sewer Lining and Repair. For the Department of Utility Operations.

FISCAL NOTE: Original Contract amount - \$2,291,563.00. Change order #2 - (-22,534.78). Revised Contract amount - \$2,269,028.22. Amount paid to date - \$307,587.96. Current amount due - \$660,091.37. Balance of contract remaining after current payment - \$1,301,348.89. This project is funded with American Rescue Plan Act (ARPA) funds.

SUMMARY: The scope of work is for Cured in place pipe installation and necessary manhole repairs in the following segments of the Ashland collection system with ESTIMATED quantities of ancillary repairs and services as shown in the bid documents.

- m. City Manager recommends approval to pay request #9 dated December 1, 2025 in the amount of \$348,971.70 to Judy Construction, Co. for the Roberts Drive Screen Replacement for the Department of Utility Operations.

FISCAL NOTE: Original contract amount - \$2,968,000.00. Change order #1 - (-39,337.00). Revised contract amount - \$2,928,663.00. Amount paid to date - \$1,874,495.43. Current amount due - \$348,971.70. Balance of contract remaining after current payment - \$705,195.87. This project is funded with American Rescue Plan Appropriation (ARPA) funds. The budgeted amount in FY2026 is \$2,522,800.00.

SUMMARY: Payment for the Roberts Drive Screen Replacement Project which consists of demolition of existing concrete screening structure, bypass pumping, new concrete screening structure with building, mechanical screen, washer compactor, slide gates, associated electrical, manual barscreen, grating and associated piping.

- n. City Manager recommends the appointment of two Water Distribution Operator I, Grade 3, in the Utilities Department, Water Distribution division. Contingent upon successful completion of pre-employment physicals and drug screening.

FISCAL NOTE: Proposed pay - \$18.020/hr. Salary - \$37,476.00. Benefits - \$29,345.00. Salary and Benefits - \$66,821.00. Total Salary and Benefits for 2 Water Distribution Operator I - \$133,642.00.

- o. City Manager recommends the appointment of a Water Distribution Field Supervisor in the Utilities Department, Water Distribution division. Effective immediately.

FISCAL NOTE: Proposed pay - \$33.845/hr. Salary - \$70,398.00. Benefits - \$37,993.00. Salary and Benefits - \$108,391.00.

- p. City Manager recommends the appointment of a Meter Services Worker in the Utilities Department, Water Distribution/Meter Services Division. Contingent upon successful completion of a pre-employment physical and drug screen.

FISCAL NOTE: Proposed pay - \$22.070/hr. Salary - \$45,906.00. Benefits - \$31,560.00. Salary and Benefits - \$77,466.00.

- q. City Manager recommends the appointment of an Equipment Operator II, Grade 5 in the Public Services Department, Streets Division. Lateral transfer to be effective immediately.

FISCAL NOTE: Proposed pay - \$20.920/hr. Salary - \$43,509.00. Benefits - \$30,930.00. Salary and Benefits - \$74,439.00.

- r. City Manager recommends approval to pay for renewal of law enforcement analysis support services subscription to Magnet Forensics for one (1) year in the amount of \$57,110.00 for the term April 20, 2026 through April 19, 2027 for the Ashland Police Department.

FISCAL NOTE: Budgeted \$57,110.00 in FY2026. Magnet contacted APD to advise that the prices were increasing on January 1, 2026. They know we have budgeted for this amount and not the increase. The increased cost will be \$61,395.00. Magnet is giving the City an opportunity to save \$4,285.00 on the yearly cost. The subscription per year has increased in the past \$6,000.00 yearly due to the complexity of the software. We have taken advantage of earlier discounts.

SUMMARY: APD uses this for law enforcement analysis services/subscription from Magnet Forensics, LLC (formerly Grayshift LLC) to solve crimes. This is a sole source service and is needed to continue for infrastructure for APD digital forensic laboratory.

X. NEW BUSINESS

- a. First reading and approval of an ordinance entitled:

AN ORDINANCE OF THE CITY OF ASHLAND, KENTUCKY, ADOPTING THE HOUSING CHOICE VOUCHER PROGRAM PAYMENT STANDARDS FOR THE CITY OF ASHLAND, COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT, DIVISION OF ASSISTED HOUSING (SECTION 8) EFFECTIVE JANUARY 1, 2026.

FISCAL NOTE: All expenses are paid from the Section 8 Voucher Fund Budget of \$4,113,600.

Efficiency - 2 units - HUD Set Rate = \$848.00 - Proposed Amount = \$932.00

One-Bedroom - 142 units - HUD Set Rate = \$853.00 - Proposed Amount = \$938.00

Two-Bedroom - 477 units - HUD Set Rate = \$973.00 - Proposed Amount = \$1,070.00

Three-Bedroom - 301 units - HUD Set Rate = \$1,249.00 - Proposed Amount = \$1,373.00

Four-Bedroom - 28 units - HUD Set Rate = \$1,410.00 - Proposed Amount = \$1,551.00

SUMMARY: The Department of Housing and Urban Development posts Fair Market Rents yearly. Ashland Assisted Housing reviews the posted Fair Market Rents to create a Payment Standard Schedule for the jurisdiction. Payment standards are the maximum amount the agency will assist for rent and utility assistance for a unit. The PHA's August 2025 success rate is listed at 52%, meaning only half of Section 8 Voucher holders are obtaining housing, and nearly all leasing occurs within 60 days. This suggests that voucher holders are having difficulty in finding/finalizing agreements with landlords. Voucher holders can often have a multitude of issues in finding available units, not limited to, but including, a shortage of housing stock in the area and competition with non-HUD assisted tenants who may be willing or able to pay more than PHA payment standards allow. As far as market competition in a low stock area is concerned, the most effective approach to increasing the number of landlords who accept Section 8 in a given area is to increase what they are being paid via an increased payment standard. This allows voucher holders to be more competitive in the local housing market. The PHA's current payment standard is 100% for Boyd County and creates a general per unit cost of \$675. Based on HAP reserve estimates for 2026 (which show a \$422,130 HAP Reserve estimated at the end of 2026), there is plenty of room for further lease up; the primary issue is ensuring a higher level of success in getting leases signed. There have been some concerns that raising the payment standard would have a negative impact on administrative fee revenue for the Housing Authority. This is not the case. A raise in payment standard would expend HAP funding, which is funding used for tenant rents; it would not affect administrative fees, which is funding to ensure the PHA has the operational capacity to run an HCV program effectively. These are two separate funding types.

The administrative funding will decrease because it is calculated on the number of

units that you lease. When you lease less units because of higher costs, you will earn less administrative funding, and you will also be able to help less people because the rent is more.

- b. First reading and approval of an ordinance entitled:

AN ORDINANCE OF THE CITY OF ASHLAND, KENTUCKY, AUTHORIZING AND DIRECTING CHUCK D. CHARLES, MAYOR, TO EXECUTE AN AGREEMENT WITH HOPE'S PLACE, THE SUB-RECIPIENT OF \$148,792.00 FOR ROOF REPLACEMENT FROM THE COMMUNITY DEVELOPMENT BLOCK GRANT.

FISCAL NOTE: \$148,792.00 paid from Community Development Block Grant (CDBG) funds.

SUMMARY: This activity meets the CDBG national objective to benefit low- and moderate-income (LMI) persons. Hope's Place is a children's advocacy center providing comprehensive services in a safe environment for children and families impacted by child abuse. Abused children are generally presumed to be principally LMI.

- c. First reading and approval of an ordinance entitled:

AN ORDINANCE OF THE CITY OF ASHLAND, KENTUCKY, AUTHORIZING AND DIRECTING CHUCK D. CHARLES, MAYOR, TO EXECUTE A CONTRACT BETWEEN THE CITY OF ASHLAND AND COSBY CONSTRUCTION, LLC FOR THE FERRY STREET AND POLLARD ROAD SIDEWALK PROJECT IN THE AMOUNT OF \$158,116.00 FOR THE DEPARTMENT OF COMMUNITY AND ECONOMIC DEVELOPMENT TO BE PAID FROM COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS.

FISCAL NOTE: Current Budget = \$100,000.00. Pending Budget Adjustment = \$50,000.00. Total Budget = \$150,000.00. Project is paid for with Community Development Block Grant (CDBG) funds.

SUMMARY: Ferry Street and Pollard Road are located in Block Group 3 of Census Tract 308 which is 53.7% low- and moderate-income (LMI). CDBG funds can be used for sidewalks when they are located within neighborhoods/service areas that are at least 51% LMI; therefore, making these sidewalks eligible.

d. First reading and approval of an ordinance entitled:

AN ORDINANCE OF THE CITY OF ASHLAND, KENTUCKY, AUTHORIZING AND DIRECTING CHUCK D. CHARLES, MAYOR, TO EXECUTE AMENDMENT NO. 1 TO THE U.S. DEPARTMENT OF TRANSPORTATION GRANT AGREEMENT UNDER THE FISCAL YEAR 2022 SAFE STREETS AND ROADS FOR ALL (SS4A) GRANT PROGRAM EXTENDING THE CONTRACT DURATION BY EIGHT (8) CONSECUTIVE MONTHS AND NAMING THE MAYOR AS THE OFFICIAL PROJECT REPRESENTATIVE.

FISCAL NOTE: No additional fiscal impact with adoption of Amendment #1. As previously adopted by Ordinance #139, Series of 2023, the total amount of the grant is \$200,000.00 with the Federal share being \$160,000.00 and the City of Ashland share \$40,000.00.

SUMMARY: The Safe Streets and Roads for All (SS4A) Grant Program funds regional, local, and Tribunal initiatives through grants to improve roadway safety by significantly reducing or eliminating roadway fatalities and serious injuries through safety action plan development and implementation focused on all users, including pedestrians, bicyclists, public transportation users, motorists, personal conveyance and micro-mobility users, and commercial vehicle operators. Ordinance #139, 2023 designated former Mayor Perkins as the official project representative. This amendment will designate Mayor Charles as the official project representative and extend the contract duration by 8 months.

e. First reading and approval of an ordinance entitled:

AN ORDINANCE OF THE CITY OF ASHLAND, KENTUCKY, AMENDING PART VI: BENEFITS, A. HOLIDAYS AND C. VACATION LEAVE, OF THE “POLICIES AND PROCEDURES, COMPENSATION PLAN AND CLASSIFICATION PLAN” AS ADOPTED BY ORDINANCE NO. 51, SERIES OF 2017, AS PREVIOUSLY AMENDED.

FISCAL NOTE: The costs are neutral as written based on yearly BOC approval and would be neutral if another holiday was eliminated if made regularly scheduled holiday. Approximate costs would be 70k if added permanently.

SUMMARY: Christmas Eve is being added as a regularly scheduled holiday so that budgets and vacation schedules may be planned accordingly. It is currently written as approved by the BOC. The vacation policy for Battalion Chief is being added to the Personnel Policies and Procedures. The policy does not change past practice; however, it will now be stated in writing and officially adopted.

f. Reading and adoption of a resolution entitled:

A RESOLUTION OF THE CITY OF ASHLAND, KENTUCKY, APPROVING AND AUTHORIZING AN ASSISTANCE AGREEMENT BETWEEN THE CITY OF ASHLAND, KENTUCKY AND THE KENTUCKY INFRASTRUCTURE AUTHORITY TO PROVIDE UP TO \$44,000,000 OF LOAN FUNDS FOR PROJECT NUMBER A22-005.

FISCAL NOTE: \$44,000,000 at 1.25% plus .25% administrative fee. Principal forgiveness of 12.9% or \$5,673,937. Maintenance Reserve Fund of \$110,000 annually (\$2,200,000) for 20 years to be kept over the life of the loan. Annual debt service = \$2,267,578.

SUMMARY: This item is for the Assistance Agreement with the Kentucky Infrastructure Authority (KIA) for the \$44,000,000.00 to help fund the Wastewater Treatment Plant.

g. First reading and approval of an ordinance entitled:

AN ORDINANCE OF THE CITY OF ASHLAND, KENTUCKY, AUTHORIZING AND DIRECTING CHUCK D. CHARLES, MAYOR, TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF ASHLAND, KENTUCKY AND AP3, LLC REGARDING OPERATING CONTROL OF THE PARAMOUNT ARTS CENTER FOR A PERIOD OF FIVE YEARS BEGINNING JANUARY 1, 2026 IN THE AMOUNT OF \$10,000 PER MONTH.

FISCAL NOTE: \$322,500.02 total for six-month start-up operations, consisting of: Management Fee: \$10,000/month × 6 months = \$60,000; Travel: \$3,000/month x 3 months, \$2,500/month × 1 month and \$2,000/month x 2 months = \$15,500; Ongoing Facility Costs: \$17,000/month × 6 months = \$102,000; Executive/Technical Operations, Marketing, Box Office/Finance: \$24,166.67/month × 6 months = \$145,000.02; Total Start-Up Funding Required: \$322,500.02. Funding Source: Start-up costs will be covered entirely through interest income earned on the \$25,000,000 state appropriation for the Ashland Conference Center. No General Fund revenues are required, and the principal balance of the state appropriation will remain intact.

SUMMARY: The proposed management contract places the Paramount Arts Center under operational management by AP3 and VenuWorks beginning January 1, 2026. Six months of startup funding will support initial staffing, operations, marketing, box office functions, and essential facility costs necessary to relaunch event activity. This funding enables the operator to book shows, secure rentals, promote events, and establish the Paramount as an active venue, with the goal of achieving financial self-sustaining operations through event revenue streams after the startup period. Any continued financial support beyond the initial six-month period would require additional City Commission authorization. AP3/VenuWorks would also begin

booking conferences and rentals so the Ashland Conference Center can generate revenue as soon as possible.

XI. EXECUTIVE SESSION

XII. ADJOURNMENT OR RECESS

ORDINANCE NO. _____, 2025

AN ORDINANCE OF THE CITY OF ASHLAND, KENTUCKY, AUTHORIZING AND DIRECTING CHUCK D. CHARLES, MAYOR, TO EXECUTE AN AMENDMENT TO THE EMPLOYEE ASSISTANCE PROGRAM MANAGEMENT AGREEMENT BETWEEN THE CITY OF ASHLAND AND ASHLAND HOSPITAL CORPORATION D/B/A UK KING'S DAUGHTERS MEDICAL CENTER (UKKD) ADOPTED BY ORDINANCE NO. 190, SERIES OF 2022, AS PREVIOUSLY AMENDED BY ORDINANCE NO. 13, 2023.

BE IT ORDAINED BY THE CITY OF ASHLAND, KENTUCKY:

SECTION 1. That the Ashland Board of City Commissioners hereby authorizes and directs Chuck D. Charles, Mayor, to execute an Employee Assistance Program Management Agreement between the City of Ashland and Ashland Hospital Corporation d/b/a UK King's Daughters Medical Center (UKKD) previously adopted by Ordinance No. 190, Series of 2022 amended by Ordinance No. 13, 2023. A copy of said agreement is attached hereto and made a part hereof by reference.

SECTION 2. All other ordinances and parts of ordinances in conflict herewith, to the extent of such conflict only, are hereby repealed.

SECTION 3. This ordinance shall be in full force and effect from and after its adoption, readoption and publication, as required by law.

SECTION 4. It is hereby authorized that publication of this ordinance be in summary form.

MAYOR

ATTEST:

CITY CLERK

ADOPTED BY THE BOARD OF COMMISSIONERS: _____
READOPTED BY THE BOARD OF COMMISSIONERS: _____
PUBLISHED: _____

REQUESTED/SPONSORED BY: SAMANTHA SALYERS
HUMAN RESOURCE SPECIALIST

\\ORDINANCE\Employee Assistance Agreement

AGENDA ITEM: _____

DATE: _____

**CITY OF ASHLAND
REQUEST FOR COMMISSION ACTION (RCA)**

Date Submitted: 10/30/2025	Date Requested: 11/20/2025
Type of Action Requested	Subject
☐ Resolution ☒ Ordinance ☐ Formal Action/Motion ☐ Public Hearing ☐ Other	Adopt an Ordinance between the City of Ashland and Ashland Hospital Corporation d/b/a UK King's Daughters Medical Center (UKKD) for the Employee Assistance Program Management agreement as previously adopted by Ord. no. 190, series of 2022, as previously amended by Ord. no. 13, 2023.

RECOMMENDATION:

Staff recommends that the Board of Commissioners approve the continuance of the Employee Assistance Program with Davide Meade, MA, LPCC, LCADC, MAC, SAP, of the University of Kentucky / Kings Daughters Medical Center (UKKD), for the service years of January 1, 2026, through December 31, 2028, 3 years from the signature of the contract.

DISCUSSION:

The Employee Assistance Program has been utilized by employees and their families since its inception in 2003 and is a part of the Alcohol and Drug Free Workplace Certification.

FISCAL IMPACT:

It is estimated that the cost associated with continuing the Employee Assistance Program will remain at \$321.00 per quarter or, as written in the contract \$1.00 per employee per quarter or \$500.00 per year as a minimum fee, whichever amount is greater. This item is included in the FY25-26 budget.

Reviewed by
Finance Director: _____

Reviewed by
Legal: _____

Prepared by:

Recommended by:

Approved by:

Samantha Salyers

HR Manager

Samantha Salyers

HR Manager

City Manager

EMPLOYEE ASSISTANCE PROGRAM MANAGEMENT AGREEMENT

This Employee Assistance Program Management Agreement is made and entered into by and between Ashland Hospital Corporation d/b/a UK King's Daughters Medical Center ("UKKD") and City of Ashland (Company").

WHEREAS, UKKD provides employee assistance services which are designed to assist supervisors in the identification, evaluation, and referral of troubled employees experiencing work performance problems;

WHEREAS, Company desires the use of UKKD's Employee Assistance Program for its employees and eligible dependents; and

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED HEREIN, the parties do hereby agree as follows:

RESPONSIBILITIES OF UKKD

1. UKKD will provide to Company technical assistance, as requested, in developing a policy statement, training outline, and other statements describing the various liaison activities of a contact person, supervisor and management.
2. UKKD will develop and conduct training program(s) for Company supervisors. Training will be scheduled and completed within a mutually agreed time period. Employee education will be completed following supervisor training. Training shall include, but is not limited to, availability of advice and consultation for supervisors, personnel, and managers; relationship of supervision to the counseling function; identification of the troubled employee; general principles of crisis management; and the need for privacy and confidentiality.
3. UKKD will conduct general employee oriented programs, if requested, designed to inform Company employees about the availability and method of utilizing the EAP.
4. If requested, UKKD's designated representative can attend regularly scheduled staff meetings as well as other meetings with Company individuals or small groups of supervisors and managers, if desired. The agenda for such meetings will be open, and the approach will be one of listening, problem solving as requested, answering questions, and developing relationships to facilitate informal future consultation or referrals of troubled employees.
5. UKKD shall provide an Employee Assistance Program for employees and family members of Company. "Employee" is defined as regular full-time, regular part-time, and PRN exempt and non-exempt employees. Family members shall consist of employee spouse and dependent(s) as defined under Company's medical plan.
6. UKKD will collect and record pertinent information about Company employee with his/her knowledge and written consent. Such information shall be confidential in nature and will be used solely by professionals of the Employee Assistance Program and will not be disclosed or released, except as permitted by the applicable law. UKKD shall, after professional assessment of the case, discuss appropriate rehabilitation assistance with Company employee. Should employee refer himself/herself to the UKKD Employee Assistance Program, the employee will not be asked to sign a statement consenting to the release of information to his/her supervisor.
7. UKKD shall advise Company employee that the decision to accept assistance is voluntary. The use of sick or other leave will be authorized in accordance with Company's regulations in order to allow treatment to be pursued. If necessary, and if the employee agrees to participate in an appropriate rehabilitative program, UKKD will help the employee contact and utilize available resources if further out-patient or in-patient care is needed beyond that offered by the Employee Assistance Program.
8. When Company employee refers himself/herself to the UKKD Employee Assistance Program, UKKD will provide employee with an evaluation and refer employee to area resources or facilities for such assistance as is appropriate or necessary.

9. UKKD will maintain complete, individual case files for every Company employee who is referred for assistance. Such case records will be maintained in accordance with applicable state and federal requirements.
10. After receiving the appropriate authorization from the employee patient, UKKD shall prepare and submit to Company a quarterly statistical report of all new cases referred by Company with a classification of the problem(s) presented along with a report on all active cases. Any personal health information disclosed by UKKD to Company under a patient/employee authorization, as may be required under this Paragraph 10 shall not be further disclosed by Company to any person or entity. Company agrees to comply with all relevant laws concerning the confidentiality of patient information, including but not limited to, the federal Health Insurance Portability and Accountability Act of 1996 and any other applicable federal, state and local statutes and regulations.
11. UKKD shall inform Company employee and/or family members that it is their responsibility to pay for any referral services, rehabilitation or treatment programs which are not covered by medical insurance.
12. UKKD shall maintain referral service Monday through Friday from 8:00 a.m. to 4:00 p.m.

RESPONSIBILITIES OF COMPANY:

1. Company shall contact UKKD's EAP Coordinator to obtain information on the Employee Assistance Program, guidance in discussing the unsatisfactory job performance behavior with the employee and the method of referring him/her to the Employee Assistance Program.
2. Company shall provide a list to UKKD of those employees and/or family members eligible to participate in the program.
3. Company shall assume all costs associated with marketing and promotion of the program.
4. As the cost of the program is dependent on the number of employees, Company shall pay to UKKD \$1.00 per employee per quarter or \$500.00 per year as a minimum fee, whichever amount is greater.
5. Company shall notify UKKD five (5) working days before the new quarter begins of the number of covered employees. Within thirty (30) days of such notification to UKKD, Company shall issue payment to UKKD.
6. Company designates Samantha Salyers as Technical Supervisor for this Agreement; Technical Supervisor shall be responsible for the technical administration, including but not limited to, coordinating requests for services and giving and receiving notices hereunder. Company may change such designated representative by providing UKKD written notice of its intentions.

GENERAL TERMS AND CONDITIONS:

1. The parties to this Agreement are independent contractors and not partners or joint ventures with the other party. Nothing contained herein shall be construed as authorizing or appointing either party or any of its agents, representatives, or employees to represent the other in any matter.
2. Each party shall be responsible for its own acts and omissions in the performance of its duties hereunder, as well as the acts and omissions of its own employees and agents. The provisions of this paragraph shall survive the natural expiration or termination of this Agreement.
3. This Agreement shall be for a term of three (3) years beginning on the date of the last signature below. Either party may terminate the Agreement by giving thirty (30) days advance written notice to the other party. Upon termination, this Agreement shall have no further force or effect, except as otherwise provided herein.
4. Upon termination or other expiration of this contract, each party shall return to the respective party all papers, materials, and other property of the other held by each for purposes of performance of this contract.

5. This Agreement shall be governed according to the laws of the Commonwealth of Kentucky. Venue of any legal proceedings arising from this Agreement is Franklin Circuit Court, Frankfort, Kentucky.
6. Any waiver, expressed or implied, of any default by either party of any provision or provisions hereunder, shall not be deemed a waiver of any other default. The waiver of any default shall not affect the right of a party to require performance of the defaulted provision at any future time.
7. Neither party to this Agreement shall assign the contract as a whole or in part without the written consent of the other nor shall one party assign any monies, obligations, or entitlements due to it or which may become due to it hereunder without the previous consent of the other party. Notwithstanding anything to the contrary in the Agreement, UKKD shall have the right to assign this Agreement to any of its wholly owned subsidiaries, affiliates or successor companies without the prior written consent of Company.
8. Notices or communications required or permitted to be given under this Agreement shall be deemed given to the respective parties on the date delivered by certified mail, return receipt requested to the following addresses, unless a different address is otherwise designated in writing:

If to UKKD:

UK King's Daughters Medical Center
2201 Lexington Avenue
Ashland, KY 41101

If to Company:

City of Ashland
1700 Greenup Ave.
Ashland, KY 41101

9. In the event that a court of competent jurisdiction holds any provision of this Agreement invalid or unenforceable, the invalid or unenforceable provision(s) shall be deemed to be deleted from the Agreement effective as of the date of the court's decision and the Agreement shall be construed to give effect to the remaining provisions. If the remainder of the Agreement, after deletion of the invalid or unenforceable provision(s), is insufficient to give effect to the intent of the parties at the time the Agreement was executed, the Agreement shall terminate. In the event either party, in good faith, determined subsequent to the execution of this Agreement that any provision of it, or the entire Agreement, conflicts with the law under which this Agreement is to be construed or with federal or state law or with Medicare or Stark statutes and regulations, this Agreement may be terminated, amended or renegotiated at the option of the party adversely affected by the conflict with the law.
10. This Agreement contains the entire agreement with regard to the matters addressed herein and supersedes any and all other agreements between the parties, whether oral or in writing, concerning such matters.
11. Company affirms that it is aware that UKKD operates in accordance with a corporate compliance program, employs a Corporate Compliance Officer and operates a 24 hour, seven day a week compliance hot-line (877) 3274145. Company has been informed that the UKKD Compliance Program documentation is available at www.kingsdaughtershealth.com, (select Compliance & Integrity at the bottom of the page) Company has reviewed the Compliance Program documents, understands the requirements thereof, and agrees to abide therewith throughout the term of this Agreement. It is understood that should Company be found to have violated the UKKD Compliance Program, UKKD can, at its sole discretion, immediately terminate this Agreement upon written notice. Company recognizes that it is under an affirmative obligation to immediately report to UKKD's Corporate Compliance Officer, through the compliance hot-line, in writing or directly [(606) 408-4145], any action by an agent or employee of UKKD which Company believes, in good faith, violates an ethical, professional or legal standard.

Company hereby represents and warrants that it is not, and at no time has been, excluded from participation in any federally funded health care program, including Medicare and Medicaid. Company hereby agrees to immediately notify UKKD of any threatened, proposed or actual debarment, suspension, or exclusion from any federally funded healthcare program including Medicare and Medicaid.

Company acknowledges that UKKD has provided it with information relative to the False Claims Act (FCA): This includes but is not limited to the following:

- i. False Claims Act. The FCA imposes civil liability on any person or entity that knowingly submits, or causes to be submitted, a false or fraudulent claim for payment to the US government. The FCA also prohibits knowingly making or using (or causing to be made or used) false records or to get a false or fraudulent claim paid by the federal government.
- ii. Enforcement and Penalties. Under the False Claims Act, 31, U.S. 3729-3733, those who knowingly submit, or cause another person or entity to submit, false claims for payment of government funds are liable for three times the government's damages plus civil penalties per false claim. Other possible enforcement actions include suspension of payment, referral to the Office of Inspector General for potential exclusion from the program, or disenrollment.
- iii. Reporting. Information regarding a potential false claims violation should be reported to UKKD's Compliance Officer or anonymously to UKKD's Compliance hotline at 1-877-3274145 or such other telephone number designated by UKKD.
- iv. Whistleblowers/protections. Under the FCA, persons may file a qui tam or whistleblower lawsuit, against an individual or entity on behalf of themselves and the government. The person filing the lawsuit is protected against discharge, demotion, suspension, threats, harassment, and discrimination related to such lawsuit."

12. Education and Training. Representative will complete Focus Arrangements Training and annual Corporate Compliance Training, as may be required by UKKD from time to time.
13. Certification. The parties agree that they shall not violate the Anti-Kickback Statute and the Stark Law with respect to the performance of the Agreement.
14. The parties acknowledge and affirm that Company is under no obligation to refer or direct any patient for any treatment or services to UKKD or its affiliates, or to otherwise generate business for UKKD or its affiliates.

ASHLAND HOSPITAL CORPORATION D/B/A
UK KING'S DAUGHTERS MEDICAL CENTER

City of Ashland

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____



Dear Vendor,

UK King's Daughters requires all contractors be screened for exclusion from participation with Medicare/Medicaid prior to processing any agreement. The screening must be performed on all trade/business names associated with your organization. To assist us in completing this screening in a timely manner, we ask that you complete the following questionnaire and return it to us as soon as possible.

Company Name:

Is this company physician owned? ☐ Yes ☒ No

If so, what is the name of the physician(s): _____

Company Name: _____

Street Address: _____

City, State, Zip: _____

Does your company, firm, or organization do business under another trade name(s) ☐ Yes ☒ No

If No, please sign this form and return it.

If Yes, please list all names under which your organization does business below, then sign and return.

_____	_____
_____	_____
_____	_____
_____	_____

Signature

Title

Printed Name

Date

AN ORDINANCE OF THE CITY OF ASHLAND, KENTUCKY, AUTHORIZING AND DIRECTING CHUCK D. CHARLES, MAYOR, TO EXECUTE A CONTRACT BETWEEN THE CITY OF ASHLAND, KENTUCKY, AND BWC TRUCKING INC. FOR THE PURCHASE OF GRAVEL, STONE AND SAND FOR THE DEPARTMENT OF PUBLIC SERVICES AND THE DEPARTMENT OF UTILITIES.

BE IT ORDAINED BY THE CITY OF ASHLAND, KENTUCKY:

SECTION 1. That Chuck D. Charles, Mayor, be and he is hereby authorized and directed to execute a contract between the City of Ashland, Kentucky, and BWC Trucking Inc. for the purchase of gravel, stone and sand for the Department of Public Services and the Department of Utilities in the amounts specified in their bid opened on October 30, 2025. A copy of said contract is attached hereto and made a part hereof by reference.

SECTION 2. All ordinances and parts of ordinances in conflict herewith, to the extent of such conflict only, are hereby repealed.

SECTION 3. This ordinance shall be in full force and effect from and after its adoption, readoption and publication, as required by law.

SECTION 4. It is hereby authorized that publication of this ordinance be in summary form.

MAYOR

ATTEST:

CITY CLERK

ADOPTED BY THE BOARD OF COMMISSIONERS: _____
READOPTED BY THE BOARD OF COMMISSIONERS: _____
PUBLISHED: _____

REQUESTED/SPONSORED BY: SEAN MURRAY
PUBLIC SERVICES DIRECTOR

AGENDA ITEM: _____

DATE: _____

**CITY OF ASHLAND
REQUEST FOR COMMISSION ACTION (RCA)**

Date Submitted:	11/04/2025	Date Requested:	11/20/2025
Type of Action Requested		Subject	
☐ Resolution ☒ Ordinance ☐ Formal Action/Motion ☐ Public Hearing		ORDINANCE	

RECOMMENDATION:

Sean Murray, Director of Public Services requests permission for an Ordinance from the City of Ashland, Kentucky, authorizing Chuck Charles, Mayor, to enter into an agreement with BWC Trucking Inc., P.O. Box 267, Ironton, OH 45638, for the Department of Public Services and the Department of Utility Operations.

DISCUSSION:

This is the result of the bid opening on October 30. 2025
Bid documents and tabulation attached.

FISCAL IMPACT:

See attached Bid Sheet for individual prices.

Reviewed by
Finance Director: _____

Reviewed by
Legal: _____

ALTERNATIVES:

Prepared by:

Recommended by:

Approved by:

Jessica Collins
Jessica Collins

Sean Murray
Sean Murray

City Manager
City Manager

BID SHEET
GRAVEL, STONE AND SAND (Delivered and for Pick-Up)

- Contractor / Supplier shall provide bids for any or all items.
- The City may choose to award items individually or as a whole.
- Contractor / Supplier shall supply prices for the item specified or equal. Contractor shall include a note how the gradation varies from the specification if bidding an "or equal" item.
- The City of Ashland typically purchases approximately 10,000 tons of gravel, stone and sand materials per year. The majority of this purchase is #57 stone and DGA. Quantities provided are an estimate of materials based on past purchase, however, **the City of Ashland cannot guarantee purchase of any quantity of any material.**
- Bid prices shall remain in effect for 1 year from execution of contract.
- All materials shall be delivered by straight truck, tractor trailer access is very limited.
- Deliveries shall be made to one of many stockpile locations within the City limits of Ashland or, upon occasion, to remote job sites within 10 miles of the city limits of Ashland.
- Contractor / Suppliers may provide costs for pick-up only, delivery only or both.
- Bids for pick-up by City of Ashland, shall be evaluated based on distance of travel and fuel cost.
- All material shall be as per Kentucky or Ohio State specifications if applicable.
- Minimum delivery order will be 24 tons.
- Minimum pick-up order will be 1 ton.

Pay Item	Proposed "Or Equal" Comments	Units	Unit Cost for Pick-Up	Unit Cost for Delivery
Grits for Snow Removal		TONS	N/A	N/A
#11 Stone		TONS	N/A	N/A
#9 Stone		TONS	N/A	N/A
#8 Stone		TONS	\$30.00	\$33.70
#57 Stone		TONS	\$30.00	\$25.00
#4 Stone		TONS	\$30.00	\$22.45
#2 Stone		TONS	\$30.00	\$22.70
#1 Stone		TONS	N/A	N/A
DGA or 304		TONS	\$30.00	\$21.60
Rip-rap (4" min x 9" max)		TONS	\$30.00	\$24.70
Rip-rap (4" min x 12" max)		TONS	N/A	\$30.75
Rip-rap (8" min x 18" max)		TONS	N/A	\$26.80
1" Crusher Run		TONS	\$30.00	\$19.80
Class I Limestone Sand		TONS	N/A	\$19.00
Bank Run Sand		TONS	\$20.00	\$19.00

Bidder's Name: BWC Trucking Co.

**CITY OF ASHLAND, KENTUCKY, INFORMATION – PURCHASE OF GRAVEL,
STONE, AND SAND FOR THE DEPARTMENTS OF ENGINEERING,
PARKS/RECREATION, & PUBLIC SERVICES AND UTILITY OPERATIONS
(FOR PICK-UP AND/OR DELIVERY)**

The Contractor / Supplier shall file all notices required by, and comply with, all applicable federal, state, or local laws, ordinances, codes, regulations, and guidelines and shall at his own expense secure and pay the fees or charges for all permits required for the performance of the Contract work.

The Contractor / Supplier shall be responsible for all damages to persons or property that occurs as a result of his fault or negligence in connection with the prosecution of the work and shall be responsible for the proper care and protection of all work performed until full completion and final acceptance by the City of Ashland. Machinery, equipment, and all hazards shall be guarded in accordance with the safety provisions of the "Manual of Accident Prevention in Construction", published by the Associated General Contractors of America, Inc. to the extent that such provisions are not in conflict with applicable local laws.

During the performance of this contract, the Contractor / Supplier shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. No officer, employee, or member of the governing body of the City of Ashland who exercises any function or responsibility in connection with the carrying out of this project shall have any private interest, direct or indirect, with this contract.

The City of Ashland shall have the right to inspect the work or material at all times and at the completion thereof.

**CITY OF ASHLAND, KENTUCKY, INFORMATION – PURCHASE OF GRAVEL,
STONE, AND SAND FOR THE DEPARTMENTS OF ENGINEERING,
PARKS/RECREATION, PUBLIC SERVICES AND UTILITY OPERATIONS
(FOR PICK-UP AND/OR DELIVERY)
CONTINUED**

~~The work, which the Contractor is required to perform under this contract, shall be started within ten (10) days after receipt of written notice. The contractor shall be responsible to the City for all signs, barricades, etc. that belong to the City.~~

The City of Ashland may terminate this agreement at any time without liability except for payment of amounts to which it reasonably believes the Contractor is properly entitled. If the City believes the Contractor / Supplier has not fully satisfied any of the terms and conditions, no payment shall be made. In the event of such termination, the Contractor shall immediately cease work and shall evacuate the premises without order of any court.

The foregoing specifications shall be made a part of the contract as fully as if written in words or figures therein and shall be made a part of this contract.

Each prospective bidder shall return the entire bid package which includes their bid. All forms within the bid packet must be fully completed. Failure to provide all of the information can result in the bid being considered as non-responsive. ~~In addition, failure to provide a performance bond within 10 calendar days after notice of the award will result in forfeiture of the bid bond or certified check.~~

All work performed under this contract shall be approved by the City of Ashland's Utility Director before payment is made. No partial payments shall be made. Invoices shall be submitted upon pick-up or delivery. Upon invoice approval by the Director or from the Board of Commissioners, payment shall be made within thirty (30) days.

Any questions as to these specifications shall be addressed to Sean Murray, Director of Public Services (606) 385-3107.

INSTRUCTIONS FOR BIDDERS – FAILURE TO COMPLY WITH THESE REGULATIONS COULD RESULT IN REJECTION OF THE BID. (Page 1)

1. ~~No Bid Bond required. Successful bidders will be required to furnish contract surety in the form of a **PERFORMANCE BOND** and **PAYMENT BOND** in an amount equal to one hundred (100%) percent of the total amount of the contract. If the bid is accepted, a contract shall be entered into, and the performance bond and payment bond secured within ten (10) days after written notice of acceptance is sent.~~

2. Bids shall be made out and signed in the corporate or other name of the bidder and shall be fully executed by an authorized person.

3. Bids shall be submitted on the Bid Forms attached hereto. Bid forms shall not be altered in any way. Alternate bids will not be accepted unless called for in the bid. Should the bidder desire to submit two or more bids for the same project, each bid shall be submitted separately and thus completely independent of each other. If a bidder is unable to bid on a particular item, write "No Bid" on that line.

4. Bids received later than the time and date specified will not be considered. Also, amendments to or withdrawals of bids received later than the time and date set for the bid opening will not be considered. Bids received after the bid opening shall not be considered and will be returned unopened to the bidder.

5. Bids shall be submitted on the blank Proposal Forms furnished and shall be enclosed in a SEALED envelope with the bidder's name and address in the upper left-hand corner.

All bids shall be marked "SEALED BID" with the date and hour of the bid opening and the specific material or service bid is to be placed on the outside of the envelope in the lower left-hand corner. All bids shall be addressed to the CITY CLERK, City of Ashland, 1700 Greenup Avenue, P. O. Box 1839, Ashland, Kentucky 41105-1839.

6. Bidders or their representatives may be present at the bid opening.

INSTRUCTIONS FOR BIDDERS – FAILURE TO COMPLY WITH THESE REGULATIONS COULD RESULT IN REJECTION OF THE BID. (Page 2)

7. The Departments of Public Services and Utility Operations reserves the right to amend and/or cancel the bid invitation prior to the time and date of the bid opening.

8. The Departments of Public Services and Utility Operations reserves the right to correct any award erroneously made as a result of a clerical error on the part of the City of Ashland.

9. Bids received sealed with any kind of **TAPE** shall not be accepted. To be considered, all bids shall be **SEALED**.

10. The City of Ashland reserves the right to hold all bids for a period of forty-five (45) days from the date of the bid opening.

11. All prices for material, equipment, supplies, apparatus, etc., shall be F.O.B., Ashland, Kentucky at the designated places of delivery.

12. Prospective bidders shall comply with the President's Executive Order No's. 11246 and 11375 which prohibit discrimination in employment regarding race, creed, color, sex or national origin, Title VI of the Civil Rights Act of 1964, the Anti-Kickback Act, Contract Work Hours Standards Act, 40CFR 35.936 F, and all other appropriate Federal, Commonwealth of Kentucky and City of Ashland Rules, Regulations and Ordinances in effect at the time of bidding the particular goods, or services called for in these documents.

13. All bidders shall certify that they do not and will not maintain or provide for their employee's facilities which are segregated or biased based on race, color, creed, or national origin, and that they will make positive effort to use small and minority owned businesses in the performance of the contract.

14. All bidders shall receive, upon request, a tabulation of the bids once a decision has been reached and approved to award bid to the successful bidder. The tabulation is not available on the date of the bid opening.

15. All bids shall include adequate information, brochures, latest printed detailed specifications, and advertising literature describing the commodity or service offered to permit ready comparison with City specifications on an item-by-item basis.

INSTRUCTIONS FOR BIDDERS – FAILURE TO COMPLY WITH THESE REGULATIONS COULD RESULT IN REJECTION OF THE BID. (Page 3)

16. The City of Ashland, through its City Manager, reserves the right to accept or to reject any or all bids. The City also reserves the right to award bids whole or in part when it is deemed to be in the best interest of the City of Ashland.

17. Questions concerning all, or any part of the Bid Package shall be addressed to the Departments of Public Services, P. O. Box 1839, 1700 Greenup Avenue, Ashland, Kentucky 41105-1839, or phone (606) 385.3107.

18. All forms included in the Bid Package shall be filled out completely and returned with the entire bid packet. It is recommended that bidders keep a copy of the Bid Package submitted.

19. Preference will be given by the City of Ashland to the lowest responsible bidder furnishing products made and assembled in the continental United States of America. Where the price of an acceptable American-made product is within five percent (5%) of a non-American-made product, the bid award will be made to the domestic manufacturer.

20. Any bidder submitting an alternate bid or proposal when alternate bids or proposals have not been requested shall have his or her bid rejected as non-responsive.

21. Any bidder submitting a bid incorporating two (2) or more prices for an item or group of items – unless such method of pricing is requested on the Bid Form – or which imposes conditions for acceptance other than those established in the specifications shall have the bid rejected.

22. Manufacturer's catalog numbers, trade names, etc., if shown herein are for descriptive purposes only and are to guide the prospective bidder in determining the standard or quality, design, and performance desired and shall not be construed to exclude other types of commodities and / or service. Any exceptions taken to specifications shall be listed and described on a separate sheet with the various increase or decrease in price clearly stated.

23. All bids shall be signed by the bidder or an authorized representative. Unsigned bids shall not be considered. Facsimile copies shall not be submitted and will not be considered.

INSTRUCTIONS FOR BIDDERS – FAILURE TO COMPLY WITH THESE REGULATIONS COULD RESULT IN REJECTION OF THE BID. (Page 4)

24. All equipment furnished shall be in full compliance with Office of Safety and Health Administration regulations in effect at the time of shipment. In addition, equipment and all chemicals must include all paperwork including any Material Safety Data Sheets and be labeled accordingly.
25. The City of Ashland is exempt from all Commonwealth of Kentucky Sales Taxes and Federal Excise Taxes for supplied materials and goods. Contractor's performing work to be turned over to the city for ownership, are not exempt from these taxes.
26. The signature of the bidder or his authorized representative shall be considered as in acceptance and compliance with all terms and conditions contained and set out in this bid package.
27. Each bidder shall return the original bid package – intact – with all forms, materials, etc. attached. All signatures shall be original.
28. Any literature, forms or items requested in the bid package shall be original material and shall be unaltered.
29. Licensed bidders shall submit a copy of their business license with the bid. Unlicensed bidders shall complete the business license application in the bid packet and return the application with the appropriate fee as part of the bid packet. The forms are included in this bid packet. The City may consider any unlicensed bidder failing to meet this condition as an unresponsive bidder.
30. The City of Ashland passed an Occupational License Fee – Ordinance 28, 1999. Each bidder shall be required to follow the guidelines as stated therein. The Occupational License Fee is effective as of July 1, 1999. The forms are included in this bid packet.
31. The bidders acknowledge that Boyd Circuit Court shall have jurisdiction over disputes that might arise relating to the bidder with which the City enters into an agreement for these services.
32. ~~The City of Ashland reserves the right to hold the successful bidder's Bid Bond / Certified Check for single purchase items. The Bid Bond / Certified Check will be returned after successful fulfillment of bid has verified.~~

BIDDING QUALIFICATIONS

Pursuant to City of Ashland Ordinance No. 49, Series of 2023, as amended, I, Tony D. Grubb, City Manager of the City of Ashland, Kentucky do hereby designate that the form attached hereto as Exhibit 1 to be utilized by all bidders/vendors seeking qualification or prequalification to bid on contracts to be awarded by the City of Ashland. The information shall be utilized to determine the bidder's/vendor's qualification to bid based upon the bidder's/vendor's ability and capacity to perform contracts on a timely basis; the bidder's/vendor's character, reputation, integrity and expertise; the bidder's/vendor's satisfactory performance on previous contracts with the City of Ashland; and the bidder's/vendor's satisfactory performance on previous contracts with other governmental entities.

Evaluated bids may give preference in the award of contracts to bidders/vendors whose bid is not more than fifteen percent (15%) in excess of the lowest bid received and that have met at least seventy percent (70%) of the evaluated bid criteria as shown on Exhibit 2 attached hereto and incorporated by reference herein.

This 29th day of January, 2025.



Tony Grubb
City Manager
City of Ashland
P. O. Box 1839
Ashland, KY 41105-1839

EXHIBIT 2
EVALUATED BID CRITERIA

1. Bidder/Vendor has a written safety and health program that includes training, inspections, safety meetings, accident investigation, job site compliance procedures and complaint procedures. YES
2. Bidder/Vendor has a substance abuse program that includes testing and treatment. YES
3. Bidder/Vendor has its principal place of business within the city limits of Ashland. NO
4. Bidder/Vendor has its principal place of business within the territorial limits of Boyd County, Kentucky. NO
5. Bidder/Vendor has successfully completed at least two (2) projects of comparable size, complexity, and cost within the past five (5) years. YES
6. Bidder/Vendor has previously satisfactorily completed at least two (2) contracts for the City of Ashland. YES
7. Bidder/Vendor has a workers' compensation E-Mod factor of 1.0 or less. YES
8. Bidder/Vendor has a bank credit reference sufficient for a project of this size. YES
9. All sub-contractors identified by vendor as doing work on the project are qualified to bid on City of Ashland projects. YES
10. Bidder/Vendor has written procedures to ensure compliance with current federal and state wage and hour laws, including employee eligibility to work and has a policy which provides equal employment opportunity to all employees and applicants for employment without regard to race, color, religion, sex, national origin, disability, veterans, or marital status, or economic status and to take affirmative action to ensure that both job applicants and existing employees are given fair and equal treatment. YES

EXHIBIT 1

BIDDER / VENDOR PRE-QUALIFICATION DISCLOSURE STATEMENT

1. Bidder / Vendor Information

Name: BWC Trucking
Type of Entity: Aggregate Supply / Trucking
UEI Number: _____
Contact Person: Stephen Kelley
Principal Office Address: 1164 State Route 650 Ironton, Ohio 45638
Phone Number: 740-532-5188
E-mail Address for Contact Person: Stephen@bwctrucking.com
Federal Tax ID#: 20-0454463
If Corporation or Limited Liability
Company, State of Incorporation: Ky

2. Provide a description of your experience with significant projects of your company within the past five (5) years and provide contact information for the owner's representative for all such projects.
3. Provide documentation from projects during the past five (5) years detailing timeliness of performance, quality of work, extension requests, findings, fines, and penalties imposed and payment thereof, including liquidated damages, liens, history of claims for extra work, and contract defaults with explanations of same.
4. Have you ever failed to complete any job awarded to you? If so, indicate where and why. No
5. Have you ever defaulted on a contract? If so, indicate where and why. No

6. Has your company had any suspension or revocation of any professional licenses of any director, officer, owner or managerial employee to the extent that any such licensure is necessary to perform the work contemplated by the contract?

No ☒ Yes ☐ If yes, explain _____

7. List all directors, officers, project managers and superintendents of your company with names and addresses. *Randy Kelley - President - 1359 Gallin Pike Franklin Furnace, Ohio*
Kathy Kelley - Secretary - 1359 Gallin Pk Franklin Furnace, Ohio
Stephanie Akers - Vice President 1732 Phillip St. Ironton, OH
Stephen Kelley - Vice President - 367 Gleim Rd. Wheelersburg, Ohio
8. Has your company been involved in litigation in which it has been named as a defendant or third-party defendant in an action involving a claim for personal injury or wrongful death arising from performance of work related to any project in which it has been engaged within the previous five years? If so, please include copies of all pleadings.

No ☒ Yes ☐ If yes, explain _____

9. Has your company been involved in litigation in which it was a Defendant or Third-Party Defendant in an action involving a breach of contract for failure to perform as contracted or within like manner.

No ☒ Yes ☐ If yes, explain _____

10. Has your company, any of its high-level management personnel, or any of its owners been convicted of a federal or state criminal offense, including embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion or receiving stolen property?

No ☒ Yes ☐ If yes, explain _____

11. Has your company, any of its high-level management personnel, or any of its owners been convicted of a criminal offense in connection with obtaining, attempting to obtain, and/or performing any public or private contract?

No ☒ Yes ☐ If yes, explain _____

12. Has your company, its officers, directors, owners and/or managerial employees been convicted or indicted for any crime within the past five years? This includes previous companies in which current principals of your company or subcontractors were affiliated.

No ☒ Yes ☐ If yes, explain _____

13. Has your company had a performance bond canceled or had a claim made on a performance bond over the previous five years?

No ☒ Yes ☐ If yes, explain _____

14. Does your company have a written substance abuse program that includes testing and treatment?

No ☐ Yes ☒ If yes, please provide a description of the same or a copy of the Table of Contents for that program.

15. Does your company have a written safety and health program that includes, but is not limited to training, inspections, safety meetings, accident investigation, job site compliance procedures and complaint procedures?

No ☐ Yes ☒ If yes, please provide a description or copies of the Table of Contents for written job site safety programs and current workers' compensation E-Mod factor.

16. Please list all job site citations received within the past five years from OSHA, KYOSH, DOT and/or EPA. NONE

17. Please state whether the bidder or any officer, director, or management employees has been debarred or suspended by any federal, state or local government agency within the last five years. NONE

18. Please list your bank credit reference:

Peoples Bank
Ironton, OH
740-533-4505

19. Will you, upon request, supply a detailed financial statement and furnish any other financial information that may be required by the City of Ashland?

No Yes ✓

20. The undersigned hereby authorizes and requests any person, firm or corporation to furnish any information required by the City of Ashland in verification of the statements made comprising this State of Bidder's Qualifications.

Dated on this 29th day of October, 20 26.

BWC Trucking Co.
NAME OF BIDDER
Steph Kelly
BY
Vice President
TITLE

State of Ohio
County of Lawrence

Stephen Kelley, being duly sworn, deposes and
says that he/she is VP of BWC Trucking of
answers to the foregoing questions and all statements contained therein are true and correct.

Subscribed, sworn to and acknowledged before me this 29 day of October
2025.



STEPHANIE BIAS
Notary Public
State of Ohio
My Comm. Expires
October 11, 2027

Stephanie Bias
NOTARY OF PUBLIC

My commissioner expires: 10/11/27

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF Ohio COUNTY OF Lawrence

Stephen Kelley, being first duly sworn, deposes and says that:

(1) He or She is Partner / Vice President
(OWNER, PARTNER, REPRESENTATIVE OR AGENT)
of BWC Trucking Co., the bidder
that has submitted the attached bid;

(2) He or She is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid:

(3) Such Bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents or representatives, employees or parties in interest, including the affinity has in any way colluded, conspired, connived or agree, directly or indirectly with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Ashland or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties, including this affiant.

SIGNED Steph Kelley
TITLE Vice President

Subscribed and sworn to before me this 29 day of October, of this year 2025.

Stephanie Bias
(NAME)



MY COMMISSION EXPIRES: 10/11/2027

**STATEMENT OF COMPLIANCE WITH NON-DISCRIMINATION
REGULATIONS**

The undersigned, as bidder, certifies that he/she and his/her company will not discriminate against any person regarding age, sex, race, religion, national origin, or creed, in accordance with the President's Executive Order Numbers 11246 and 11375 and other appropriate Federal, Commonwealth of Kentucky and City of Ashland Rules, Regulations and Ordinances in effect at the time of bidding the particular goods or services called for in these Bid Documents.

The bidder also certifies that they do not and will not maintain or provide for their employees any facilities that are segregated and that they will make positive effort to use small and minority owned businesses in the performance of this contract.

COMPANY NAME BWC Trucking Co.
SIGNED Steph Kelley
TITLE Vice President
DATE 10/29/25

RESPONSIBILITY FOR DAMAGE, CLAIMS, ETC.

The Contractor shall indemnify and save harmless the City, the Engineer and sub consultants and all of their officers, agents and employees, from all claims, damages, losses and expenses including attorneys' fees of any character, name and description brought for, or on account of any injuries or damages received or sustained by any person, persons, or property by or from the said Contractor or by or in consequence of any neglect in safeguarding the Work or through the use of unacceptable materials used on construction or by or on account of any claims or amounts recovered from any infringement of patent, trademark or copyright, or from any claims or amounts arising or recovered under any law, ordinance, order, or decree, and so much of the money due the said Contractor under and by virtue of his Contract as shall be considered necessary by the City, or in case no money is due, his surety shall be held until such suit or suits, action or actions, claim or claims for injuries or damages as aforesaid, shall have been settled and suitable evidence to that effect furnished to the City. Contractor shall purchase public liability, workers compensation and automobile liability insurance, for the City's protection.

In any and all claims against the City or the Engineer, or any of their agents or employees, by any employee of the Contractor, and subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under Workmen's Compensation acts, disability benefit acts or other employee benefit acts.

The obligation of the Contractor under this paragraph shall not extend to the liability of the Engineer, his agents or employees arising out of the preparation or approval of maps, Drawings, opinions, reports, surveys, Change Orders, designs or Specifications.

BWC Trucking Co.
COMPANY NAME
Stephen Kelley
SIGNED
Vice President
TITLE
10/29/25
DATE

CITY OF ASHLAND

Department of Finance

Occupational License / Net Profit Division

P.O. Box 1839, Ashland, KY 41105-1839

Phone No. (606)385-3358, 3359, 3360 Fax No. (606)385-3365



www.ashlandky.gov

APPLICATION FOR BUSINESS PRIVILEGE AND OCCUPATIONAL LICENSE FEEPlease answer ALL questions fully.1. Business or Individual Name: BWC Trucking Co.2. Will you have a Physical Location Within Ashland City Limits? Yes _____ No X

3. Business Location (Within City Limits): _____

4. Business Location (Physical Address): 164 ST. RT 650
Ironton, Ohio 456385. Business Mailing Address: PO Box 267
Ironton, Ohio 456386. Telephone Numbers (include area code): Business: 740-532-5188 Fax: 740-532-26757. E-mail address: Stephanie@bwc-trucking.com8. Ownership: _____ Sole Proprietor _____ Partnership _____ Limited Liability
_____ Corporation X S. Corporation _____ Other

9. Name and home address of owner(s), partners, or if a corporation, list Officers and Titles (attach additional pages if necessary):

Randy Kelley - President / Kathy Kelley - Secretary - 1359 Gallia Pike Franklin Furnace, Ohio
Stephen Kelley - Vice President - 367 Gleim Rd Wheelersburg, Ohio / Stephanie Akers - VP
1732 Phillip St Ironton OH10. Federal Tax I.D. #: 20-0454463 and / or Social Security Number: _____11. Nature or description of business: Aggregate supply + Trucking12. Do you have subcontractors or any other contract labor? No If yes, please attach a detailed listing.

13. Date business started in Ashland: _____ Number of employees working in Ashland: _____

14. Accounting period per Federal Return: X Calendar Year _____ Fiscal Year (Month and Date)**15. Contact Information:****Business License & Net Profit Contact**Name: Stephanie AkersTitle: VPMailing Address: PO Box 267City, State, Zip: Ironton, OH 45638Phone Number: 740-550-3011Fax Number: 740-532-2675E-mail Address: Stephanie@bwc-trucking.com**Payroll Tax Contact (If Applicable)**Name: Stephanie AkersTitle: VPMailing Address: PO Box 267City, State, Zip: Ironton OH 45638Phone Number: 740-550-3011Fax Number: 740-532-2675E-mail Address: Stephanie@bwc-trucking.com

CONTINUE ON REVERSE SIDE

New License fees shall be prorated as follows for the first year of business only:

Application Month	Fee
January, February, March	\$100.00
April, May, June	\$75.00
July, August, September	\$50.00
October, November, December	\$25.00
Other Fees	
Late Filing Fee	\$50.00
Additional Location Fee	\$10.00

All information contained on this application is necessary for our records and will be held in strict confidence.

Issuance of this City of Ashland Business Privilege License provides a license to conduct business within the City Limits of Ashland only and does not constitute an approval of any location selected for your business. A copy of this application will be provided to the City's Code Enforcement Office, Zoning Office and Fire Inspectors. A Fire Inspector will be in contact with the applicant; however, it shall be the responsibility of the Applicant, upon selection of a physical location for this business, to contact the Fire Inspectors for a premise inspection to ensure the location meets the established codes for public buildings. Any necessary changes or updates needed to meet applicable code shall be completed in a timely manner as determined by the Fire Inspector. Failure to comply with required inspections and obtain necessary permits may result in additional fines and possible closure until such zoning and safety issues are resolved.

I hereby certify that the information contained in this application is true and correct to the best of my knowledge and belief and I agree to the terms set forth above for a physical location in the City of Ashland.

Authorized Signature: Steph Kelly Title: VP Date: 10/29/25
Amount of payment enclosed: \$ 50⁰⁰ Check #: 15128

IF PAYING BY CREDIT CARD, COMPLETE BELOW.					
☐	☐	☐	☐	CREDIT CARD NUMBER	AMOUNT SEC CODE
				EXP DATE	PRINTED NAME
SIGNATURE				ZIP CODE	

FOR INTERNAL USE ONLY

Account Number: _____ Assigned By: _____ Date: _____

Zoning / Code Enforcement Approval: _____ Date: _____

Police Chief Approval: _____ Date: _____

Fire Approval: _____ Date: _____

Rev. 1/14/2022

NOTICE TO BIDDERS

Sealed bids will be received by the City of Ashland, Kentucky on the following item(s):

PURCHASE OF GRAVEL, STONE, AND SAND FOR THE DEPARTMENTS OF ENGINEERING, PARKS/RECREATION, PUBLIC SERVICES AND UTILITY OPERATIONS (FOR PICK-UP AND/OR DELIVERY)

Specifications may be obtained in the Office Public Services, Room 505, City Building, Ashland, Kentucky, during regular office hours or telephone (606) 385-3107.

Bids will be received by the City Clerk until **3:00 P.M., EST., October 30, 2025**. At **3:15 P.M., EST., October 30, 2025**, the bids will be opened and publicly read in the Commissioner's Chambers, Third Floor, City Building, 1700 Greenup Avenue, Ashland, Kentucky.

The City of Ashland through its City Manager reserves the right to accept all or to reject all or any part of the bid should it be deemed to be in the best interest of the City of Ashland.

SEAN MURRAY
DIRECTOR OF PUBLIC SERVICES

PUBLISHED: On website at www.ashlandky.gov on October 13, 2025



Dear Prospective Bidder:

The City of Ashland appreciates your assistance in making a careful study of the specifications and contract documents for the purpose of offering suggestions as to contract periods, quantities, terms, detailed specifications, trade customs, etc., which you believe to be for the best interest of the City of Ashland.

In soliciting an interest on your part in reviewing our bidding forms, we believe closer cooperation will be developed between prospective bidders and the City of Ashland.

In the event you are unable to bid, we will appreciate your advising this office, in writing. Failure to do so will result in your name or firm being removed from our mailing list.

Sincerely,
City of Ashland
jac



TRUCKING INC.

P.O. BOX 267
IRONTON, OH 45638-0267
740-532-5188

PEOPLES BANK
800.374.6123
peoplesbankcorp.com

15128

56-250/442
00075
CHECKS ONLY

10/29/2025

PAY TO THE
ORDER OF

City of Ashland

\$ **50.00

Fifty and 00/100

DOLLARS

City of Ashland
Department of Finance
Occupational License/Net Profit
PO Box 1839
Ashland, KY 41105

MEMO

Stephanie Akers
AUTHORIZED SIGNATURE

2001925411

105128 10442025051

TRUCKING INC.

10/29/2025

City of Ashland

15128

FEE FOR BID PACKET

50.00

Checking - Peoples

50.00

ORDINANCE NO. _____, 2025

AN ORDINANCE OF THE CITY OF ASHLAND, KENTUCKY,
ADOPTING THE COMMUNITY DEVELOPMENT BLOCK
GRANT (CDBG) CITIZEN PARTICIPATION PLAN FOR
DEPARTMENT OF COMMUNITY AND ECONOMIC
DEVELOPMENT PROGRAMS AS REQUIRED BY THE
DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
(HUD).

BE IT ORDAINED BY THE CITY OF ASHLAND, KENTUCKY:

SECTION 1. That the Board of Commissioners of the City of Ashland, Kentucky hereby adopts the Community Development Block Grant (CDBG) Citizen Participation Plan for the Department of Community and Economic Development pursuant to requirements by the Department of Housing and Urban Development (HUD) for continued CDBG funding. Said plan is attached hereto and made a part hereof by reference

SECTION 2. All ordinances of the City of Ashland and any parts of ordinances in conflict herewith, to the extent of such conflict only, are hereby repealed.

SECTION 3. This ordinance shall be in full force and effect from and after its adoption, readoption and publication, as required by law.

SECTION 4. It is hereby authorized that publication of this ordinance be in summary form.

MAYOR

ATTEST:

CITY CLERK

ADOPTED BY THE BOARD OF COMMISSIONERS: _____
READOPTED BY THE BOARD OF COMMISSIONERS: _____
PUBLISHED: _____

REQUESTED/SPONSORED BY: CHRIS PULLEM, DIRECTOR
COMMUNITY & ECONOMIC DEVELOPMENT

\\ORDINANCE\\Community Development.Citizen Participation Plan

AGENDA ITEM: _____
DATE: _____

**CITY OF ASHLAND
REQUEST FOR COMMISSION ACTION (RCA)**

Date Submitted: 10/21/25	Date Requested: 11/13/25
Type of Action Requested	Subject
☐ Resolution ☒ Ordinance ☐ Formal Action/Motion ☐ Public Hearing ☐ Other	CDBG Citizen Participation Plan

RECOMMENDATION:

The Department of Community and Economic Development requests approval to amend the CDBG Citizen Participation Plan as recommended by the CDBG Committee.

DISCUSSION:

The primary change is based on HUD recommendations, which will reduce paperwork and time associated with processing substantial amendments to action plans, including the cost of public notices and 30-day comment periods.

- Any change in use of CDBG funds from one eligible activity to another such that the funding level of either activity would change by ~~10 percent~~ greater than 25 percent up to \$40,000.

FISCAL IMPACT:

Advertising cost of public notice

Reviewed by
Finance Director: _____

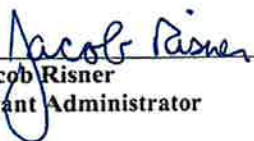
Reviewed by
Legal: _____

ALTERNATIVES:

Prepared by:

Recommended by:

Approved by:


Jacob Risner
Grant Administrator


Chris Pullem
CED Director

Tony Grubb
City Manager

Community Development Block Grant Citizen Participation Plan

Introduction

It is the policy of the City of Ashland to ensure adequate citizen involvement in the planning, implementation, and evaluation of its housing and community development programs. The City of Ashland had developed the Citizen Participation Plan in an effort to encourage citizen participation in the Community Development Block Grant (CDBG) Program, specifically in the Consolidated Plan, Annual Action Plan, and Consolidated Performance and Evaluation Report.

The Citizen Participation Plan is prepared and implemented in accordance with the guidance provided in U.S. Department of Housing and Urban Development (HUD) Regulations 24 CFR Part 91.105.

Encouraging Public Participation

It is the intent of the City of Ashland to encourage and facilitate the participation of all citizens in the development of the Consolidated Plan, any substantial amendments to the plan, the Annual Action Plan, and the performance report. The City of Ashland will take appropriate actions to encourage citizen participation among all citizens including:

- Low-and moderate-income persons/families;
- Those living predominantly in low-and moderate-income neighborhoods;
- Minorities, including citizens with limited English proficiency;
- Elderly and disabled;
- Residents of public and other assisted housing developments;
- Other organizations, including business, developed, nonprofit organizations, and community-based and faith-based organizations;
- City Commission;
- Community and Economic Development staff; and
- The Ashland Commission on Human Rights.

The primary purpose of the programs covered by this Citizen Participation Plan is to improve City of Ashland neighborhoods by providing decent housing, suitable living environments, and economic opportunities. All activities are principally for low-and moderate-income persons.

Genuine involvement by low-and-moderate-income people, particularly residents of predominantly low-and moderate-income neighborhoods, must take place at all stages of the process, including identifying and prioritizing needs as well as suggesting the types of programs needed to meet high priorities. A neighborhood is defined as a "Predominantly low-and moderate-income neighborhood" when, at a minimum, 51% of the residents of the neighborhood have income that does not exceed 80% of the area median income as provided by the federal government.

The City also welcomes the participation of minority populations, non-English speaking persons, and persons with disabilities.

In addition, staff will invite comments from all local public services and non-profit organizations, as well as interested groups. Staff will ensure that organizations providing assisted housing, health services, social services, and assistance to children, elderly persons, persons with disabilities, persons with HIV/AIDS, and the homeless will be notified of public meetings and invited to participate in the preparation of the Consolidated Plan.

Public Hearings

Public hearings will be held at least twice a year at key stages of the process to obtain the public's views and to provide the public, to the greatest extent possible, with responses to their questions and comments. The City holds public hearings to obtain input regarding community needs during the development of the Consolidated Plan, to review proposed uses of the funds in each Annual Action Plan, and to review program performance.

The City of Ashland will hold at least two public meetings/hearings prior to the submission of the Consolidated Plan and/or Annual Action Plan to HUD.

The initial public meeting/hearing will be held before the Consolidated Plan or Annual Action Plan is published for comment. This meeting will be both an information session and an opportunity for citizens to comment on the housing and community development needs in the City. An overview of the CDBG program will be discussed, including the amount of funding anticipated for low-and-moderate-income persons, as well as a review of the eligible activities.

An additional public hearing will occur during the thirty-day comment period for the draft Consolidated Plan and/or Annual Action Plan. The draft will be reviewed, and attendees will be given an opportunity to comment on the proposed plan. These comments will be incorporated into the final plan to the maximum extent possible and will also include the City's responses to the comments.

A formal public notice will be published in a newspaper of general circulation in the area at least fifteen days prior to such meeting/hearings. A public notice will be posted at the City Building at 1700 Greenup Avenue, Ashland, Kentucky and in other places frequented by the public, especially low-and-moderate-income persons and persons benefiting from or affected by proposed CDBG activities. Information regarding the times and locations of meetings can also be accessed at www.ashlandky.gov.

The City will utilize facilities such as:

- Ashland City Building, 1700 Greenup Avenue, Ashland, KY 41101
- Ashland Senior Center, 324 15th Street, Ashland, KY 41101
- Boyd County Public Library, 1740 Central Avenue, Ashland, KY 41101
- Ashland Bus Depot, 99 15th Street, Ashland, KY 41101
- The Neighborhood, 2516 Carter Avenue, Ashland, KY 41101
- Hillcrest-Bruce Mission, 1819 Eloise Street, Ashland, KY 41101

All public hearings will be held in facilities that are accessible to persons with disabilities.

Public hearings will be held at different times of day, but always during the City of Ashland Bus System schedule.

Hearings will be held at times and locations convenient to potential and actual beneficiaries and with accommodation for the handicapped. If non-English speaking or hearing-impaired residents request assistance to participate in a public hearing, the City will make arrangements to have an interpreter present when given a seven-day advanced notice.

Public Comment

The draft Consolidated Plan and/or Annual Action Plan will be made available for public comment for a minimum of thirty days. A notice of the public comment period, the locations where the plan is available for review, and a summary of the plan will be published in a newspaper of general circulation and will be posted at the City building and in other places frequented by the public, especially low-and-moderate-income persons and persons benefiting from or affected by proposed CDBG activities. The notice of the comment period, as well as the draft, will be posted on the City's website at www.ashlandky.gov. A copy of the plan may be requested by contacting the Department of Community and Economic Development office during regular business hours. During the comment period, at least one public hearing must be held.

A summary of the written comments and the responses to those comments will be included in the Consolidated Plan and/or Annual Action Plan.

Urgent Need

This amendment will allow the City of Ashland to expedite procedures to draft, propose, and amend consolidated plans. Expedited procedures must include notice and reasonable opportunity to comment of no less than five days. The five-day period may run concurrently for comments on the action plan amendment and amended citizen participation plans.

In-person public hearings are not required. Grantees may meet public hearing requirements with virtual public hearings if (1) national/local health authorities recommend social distancing and limited public gatherings for public health reasons, and if (2) virtual hearings provide reasonable notification and access for citizens in accordance the grantee's certifications, timeliness responses from local officials to all citizen questions and issues, and public access to all questions and responses (based on CARES Act Flexibilities for CDBG Funds Used to Support Coronavirus Response).

Plan Approval

The draft Consolidated Plan and/or Annual Action Plan will be presented to the Board of Commissioners for approval before it is submitted to the U.S. Department of Housing and Urban Development.

Consolidated Plan and Annual Action Plan Amendments

HUD regulations at 24 CFR Part 91.505 require amendments to the Consolidated Plan and Annual Action Plan.

In the event that substantial amendments to the Consolidated Plan and/or Annual Action Plan are found necessary, a notice will be published by the same procedures indicated above for a thirty-day comment period and a public hearing. Any written or oral comments received will be considered, and a summary will be attached to the substantial amendment of the Consolidated Plan and/or Annual Action Plan.

A substantial amendment shall be defined as any one or more of the following:

- Any addition or deletion of the established priorities or activities described in the plan;
- Any changes in the **scope**, purpose, location, or beneficiaries of an identified project or activity;
- ~~A change in the scope of an activity, such that an increase or decrease of 30 percent in the amount of money allocated to an activity; or~~
- Any change in the use of CDBG funds from one eligible activity to another such that the funding level of either activity would change by ~~10 percent~~ **greater than 25 percent up to \$40,000.**

Any proposed amendment(s) to an approved consolidated plan or annual action plan that does not meet the above definition of a substantial amendment ~~will be subject to the following procedure:~~ **is considered a minor amendment and does not require HUD approval or a public comment period.**

- ~~• The Director of Community and Economic Development may approve changes involving a cumulative amount of up to \$19,999. A record of the transaction will be included in the budget file and expenditure summary.~~
- ~~• Any change that comes about as a result of a disaster declared by either the Mayor or the Governor shall be included, and notice of the change will be given to the public. However, in this case, the thirty day comment period is not applicable.~~
- ~~• All non-substantial amendments, including those required by HUD Regulations, will be considered narrative changes that are completed by City staff and will be published in the plans within a reasonable time after they are made.~~

Annual Performance Reports

The City of Ashland will prepare a performance report for submission to the U.S. Department of Housing and Urban Development on an annual basis, which is due ninety days from the close of the program year. The report, called the Consolidated Annual Performance and Evaluation Report (CAPER), will be available for review by the public for no less than fifteen days before the City submits the report to HUD. The availability of the document for review and the comment period will be published in a newspaper of general circulation in the area and at the City Building and in other places frequented by the public. This notice will include a statement that directs all comments to the City of Ashland's Department of Community and Economic Development. The City will consider any comments or views of citizens received in writing or orally at public hearings in preparation for the CAPER. A summary of the comments will be included with the performance report.

Technical Assistance

The City of Ashland will offer technical assistance to groups representative of persons of low-and-moderate-income when requested. The technical assistance includes, but is not limited to, developing potential proposals for the fund and information regarding the CDBG program, such as rules, regulations, and eligible activities.

Availability of Standard Documents

Copies will be provided to citizens and groups upon request and free of charge within four business days of the request. Copies may also be converted to electronic media, Spanish, and large print for the visually impaired and be delivered to homebound persons upon request.

Documents are available at:

- Ashland City Building, Room 208, 1700 Greenup Avenue, Ashland, KY 41101
- Ashland Bus Depot, 99 15th Street, Ashland, KY 41101
- The Boyd County Public Library, 1740 Central Avenue, Ashland, KY 41101
- The City of Ashland's website at www.ashlandky.gov

Access to Records and Information

Citizens, public agencies, and other interested groups will be given reasonable and timely access to the Consolidated Plan, as adopted, substantial amendments, the performance report, and other information and records regarding the Consolidated Plan and use of funding during the preceding five years.

Records are retained at the City of Ashland's Department of Community and Economic Development located at 1700 Greenup Avenue, Room 208, Ashland, KY 41101.

Information regarding the amount of assistance that the City of Ashland expects to receive and the range of activities it has undertaken, including the estimated amount that will benefit low-and-moderate-income persons, will be made available on the City's website, www.ashlandky.gov and in an informational brochure. The brochure is updated annually and is available to citizens, public agencies, and other interested parties during public hearings, in various locations throughout the City, and on the City's website.

In no case shall the City of Ashland disclose any information concerning the financial status of any program participant which may be required to document program eligibility or benefit. Furthermore, the City of Ashland shall not disclose any information which may be deemed confidential in nature.

Bilingual Opportunities

Translation services will be provided upon advance request to the extent feasible. Translation services at public hearings and meetings will be provided in Spanish if translation services are requested seven days prior to the meeting.

Anti-Displacement/Relocation

Should a displacement occur as a result of a Community Development Block Grant activity, the City will comply with the Residential Anti-Displacement and Relocation Assistance Plan as required by Section 104 (D) of the Housing and Community Development Act of 1974, as amended. The plan outlines the specific actions the City of Ashland will undertake to minimize the displacement of residents as a result of CDBG activities.

Modification to Citizen Participation Plan

The CDBG Citizen Participation Plan may be modified, when necessary, provided modifications are consistent with federal and state laws, regulations, and administrative requirements covering citizen participation. Prior to any modification, the City of Ashland will publish a Notice of Modification to the Citizen Participation Plan in the newspaper of largest circulation in the area and the City of Ashland's website at least fourteen days prior to the acceptance of the modification by the City Commission.

Complaints

Complaints related to the Consolidated Plan, amendments, and performance report must be made within thirty days from the date the Consolidated Plan is published for comments. Staff will provide written responses to citizens' complaints within fifteen working days from the date of their complaint when practicable.

Direct all complaints to Jacob Risner, Program and Grant Administrator, using the information below:

City of Ashland, Kentucky
Department of Community and Economic Development
By Phone: (606) 268-0541
By Email: jrisner@ashlandky.gov
By Mail: PO Box 1839, Ashland, KY 41101
In Person: 1700 Greenup Avenue, Room 208, Ashland, KY 41101

ORDINANCE NO. _____, 2025

AN ORDINANCE OF THE CITY OF ASHLAND, KENTUCKY, AUTHORIZING AND DIRECTING CHUCK D. CHARLES, MAYOR, TO SUBMIT THE CITY OF ASHLAND'S 2023 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) ANNUAL ACTION PLAN AMENDMENT 3 TO THE U. S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD), FOR APPROVAL AND IMPLEMENTATION.

BE IT ORDAINED BY THE CITY OF ASHLAND, KENTUCKY:

SECTION 1. That the City of Ashland's 2023 Community Development Block Grant (CDBG) Annual Action Plan Amendment 3 is attached to this Ordinance and hereby approved by the Board of Commissioners of said City and Chuck D. Charles, Mayor, is hereby authorized and directed to execute and submit said Amendment to the Federal Department of Housing and Urban Development for approval and implementation; to provide such documentation and certifications as may be required by the Department of Housing and Urban Development; and, further, to execute any and all documents related to said grant.

SECTION 2. All ordinances and parts of ordinances in conflict herewith, to the extent of such conflict only, are hereby repealed.

SECTION 3. This ordinance shall be in full force and effect from and after its adoption, readoption and publication, as required by law.

SECTION 4. It is hereby authorized that publication of this ordinance be in summary form.

MAYOR

ATTEST:

CITY CLERK

ADOPTED BY THE BOARD OF COMMISSIONERS:

READOPTED BY THE BOARD OF COMMISSIONERS:

PUBLISHED:

REQUESTED/SPONSORED BY: CHRIS PULLEM, DIRECTOR
COMMUNITY & ECONOMIC DEVELOPMENT

ORDINANCE\CDBG.Action Plan.2023 Amendment 3

AGENDA ITEM: _____

DATE: _____

**CITY OF ASHLAND
REQUEST FOR COMMISSION ACTION (RCA)**

Date Submitted: 10/27/25	Date Requested: 11/13/25
Type of Action Requested	Subject
☐ Resolution ☒ Ordinance ☐ Formal Action/Motion ☐ Public Hearing ☐ Other	Substantial Amendment to the 2023 Annual Action Plan

RECOMMENDATION:

The Department of Community and Economic Development requests approval of a substantial amendment to the 2023 Annual Action Plan as recommended by the CDBG Committee.

DISCUSSION:

The primary purpose of this amendment is to redistribute funds from the Business Loan Program to the Safe Harbor Building 2 Roof Replacement Project and the Salvation Army Rehabilitation Project. Secondly, this amendment reduces funds from this action plan that neither originated nor were paid in PY23. These reductions do not represent a loss of funds; however, removing them from this action plan eliminates duplication and provides for easier tracking across future action plans.

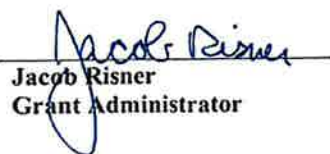
FISCAL IMPACT:

This amendment decreases the 2023 Annual Action Plan by \$738,276. See attachment for details. This amendment must be completed to agree with the 2025 Annual Action Plan, but it does not directly impact the City's 2026 budget. This amendment requires public notice in The Daily Independent. Advertising Budget = \$10,000. Advertising Actual = \$2,671.

Reviewed by
Finance Director: _____

Reviewed by
Legal: _____

Prepared by:


Jacob Risner
Grant Administrator

Recommended by:


Chris Pullen
CED Director

Approved by:

Tony Grubb
City Manager

City of Ashland
Community Development Block Grant
2023 and 2025 Annual Action Plan Amendments
2025–2029 Consolidated Plan Amendment

The City of Ashland is a Community Development Block Grant (CDBG) recipient through the U.S. Department of Housing and Urban Development (HUD). The Consolidated Plan (Con Plan) and the Annual Action Plan (AAP) state the goals and objectives of the City and list projects proposed for the community. Activities under this program will predominately benefit persons of low-to-moderate income as defined in 24 CFR Part 5. The proposed amendments decrease the 2023 AAP by \$738,276; increase the 2025 AAP by \$451,391; and increase the 2025–2029 Con Plan by \$367,228. The amendments are available for review at the following locations:

1. Ashland City Building, Room 208, 1700 Greenup Avenue, Ashland, KY 41101
2. The Boyd County Public Library, 1740 Central Avenue, Ashland, KY 41101
3. The Neighborhood, 2516 Carter Avenue, Ashland, KY 41101
4. Hillcrest-Bruce Mission, 1819 Eloise Street, Ashland, KY 41101
5. The City of Ashland website at www.ashlandky.gov

The Department of Community and Economic Development will receive comments concerning the amendment for 30 days beginning October 28, 2025 and ending November 26, 2025. Please submit any comments to Jacob Risner, Program and Grant Administrator, at (606) 268-0541; jrisner@ashlandky.gov; by mail at PO Box 1839, Ashland, KY 41105; or in person during regular business hours at 1700 Greenup Avenue, Room 208, Ashland, KY 41101. Comments will also be received at a public hearing on November 17, 2025 at 4:00 p.m. at the Ashland City Building, Commissioners' Chambers, Room 308, 1700 Greenup Avenue, Ashland, KY 41101. Copies of the Action Plan will be provided to citizens and groups upon request and free of charge. Copies may also be converted to electronic media, Spanish, and large print for the visually impaired and be delivered to homebound persons upon request.

City of Ashland
Community Development Block Grant
Annual Action Plan Substantial Amendment 3
Program Year 2023 / Fiscal Year 2024

Project #	Goal #	Annual Action Plan Goal Name	Current Allocation	Proposed Amendment	Amended Allocation	Percent Change
	1	Infrastructure Improvements	0	0	0	0.00%
	2	Minimize and Prevent Homelessness	58,885	(1,895)	56,990	-3.22%
	3	Safe and Affordable Housing	185,439	(80,000)	105,439	-43.14%
	4	Dependable Public Facilities	781,909	(521,140)	260,769	-66.65%
	5	Economic Opportunities	200,000	(57,847)	142,153	-28.92%
	6	Adequate Public Services	119,561	(25,118)	94,443	-21.01%
	7	Clearance Activities	99,550	(49,106)	50,444	-49.33%
	8	General Administration	100,000	0	100,000	0.00%
	9	Parks and Recreation	173,122	(3,170)	169,952	-1.83%
		Total	1,718,466	(738,276)	980,190	-42.96%

Project #	Goal #	Annual Action Plan Project Name	Current Allocation	Proposed Amendment	Amended Allocation	Percent Change
1	8	General Administration	100,000	0	100,000	0.00%
2	3	Code Enforcement	58,413	0	58,413	0.00%
3	6	Ashland Community Kitchen Operating Costs	15,000	0	15,000	0.00%
4	6	Ashland Senior Center Operating Costs	15,000	0	15,000	0.00%
5	6	CAREs Operating Costs	15,000	0	15,000	0.00%
6	6	Hillcrest-Bruce Mission Operating Costs	15,000	0	15,000	0.00%
7	2	Safe Harbor Operating Costs	10,000	0	10,000	0.00%
8	2	Salvation Army Operating Costs	5,000	0	5,000	0.00%
9	2	Shelter of Hope Operating Costs	5,000	(1,895)	3,105	-37.90%
10	6	Employment/Education Case Management	59,561	(25,118)	34,443	-42.17%
11	2	Salvation Army Case Management	17,523	0	17,523	0.00%
12	4	Ashland Senior Center HVAC	10,000	(52)	9,948	-0.52%
13	4	Ashland Senior Center Storefront Rehabilitation	150,000	(75,000)	75,000	-50.00%
14	4	CAREs Rehabilitation	40,000	(25,000)	15,000	-62.50%
15	4	Kings Daughters and Sons Paving and Fencing	40,259	(40,259)	0	-100.00%
16	4	The Neighborhood HVAC Replacement	102,974	0	102,974	0.00%
17	4	Salvation Army Rehabilitation	438,676	(415,789)	22,887	-94.78%
18	7	Clearance	99,550	(49,106)	50,444	-49.33%
19	9	East Central Park Playground	173,122	(3,170)	169,952	-1.83%
20	5	Business Loan Program	200,000	(57,847)	142,153	-28.92%
21	3	Homeowner Rehabilitation	97,026	(50,000)	47,026	-51.53%
22	3	Emergency/Energy-Efficient Rehabilitation	30,000	(30,000)	0	-100.00%
23	2	Safe Harbor Employment/Education Case Mgt.	21,362	0	21,362	0.00%
24	4	Safe Harbor Building 2 Roof Replacement	0	34,960	34,960	0.00%
		Total	1,718,466	(738,276)	980,190	-42.96%

Executive Summary

AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. Introduction

The City of Ashland, Kentucky is proud to be a direct entitlement recipient of the Community Development Block Grant (CDBG) funding. This program is sponsored by the Department of Housing and Urban Development (HUD) and was established to combine several different but specific grants into a single, flexible grant program. The City of Ashland delegates programmatic responsibilities for administering the CDBG program to the Department of Community and Economic Development.

2. Summarize the objectives and outcomes identified in the Plan

This could be a restatement of items or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis or the strategic plan.

Federal regulation 24 CFR 91 requires a jurisdiction receiving CDBG funds to state in one document-the Consolidated Plan-its plan to pursue goals for all the community planning and development programs, as well as housing issues. It is these goals against which the plan and the jurisdiction's performance under the plan will be evaluated by HUD. The current consolidated Plan covers July 1, 2020-June 30, 2024.

The consolidated plan serves the following functions:

A planning document for the jurisdiction, which builds on a participatory process among citizens, organizations, businesses, and other stakeholders;

A submission for federal funds under HUD's formula grant programs for jurisdictions;

A strategy to be followed in carrying out HUD programs; and

A management tool for assessing performance and tracking results.

The Consolidated Plan is supported by a series of five Annual Action Plans. The Program Year 2023-2024 Action Plan will be submitted to HUD for approval after citizen comment and Commission approval. This is the fourth year of the five-year Consolidated Plan.

The primary objective of the CDBG program is to develop sustainable neighborhoods through improved housing, infrastructure, and economic conditions in low-to-moderate-income areas and for low-to-moderate-income persons. Activities under this program must predominately benefit persons of low and moderate income as defined in 24CFR Part 5. These activities must be an eligible activity and meet one of three national objectives:

Benefiting low-and moderate-income families;

Preventing or eliminating slum or blight; or

Meeting other community development needs having a particular urgency because of existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available to meet such needs.

The following outcomes are anticipated for program year 2023:

- 5,000 LMI persons assisted from public service activities;
- 3 homeowner rehabilitations (exterior property improvements);
- 6 energy-efficient or emergency rehabilitations (HVACs and hot water tanks);
- 1 playground installation;
- 4 to 6 women-and-minority-owned business loans;
- 6 HVAC replacements for 2 public facilities (Ashland Senior Center and The Neighborhood);

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2023

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- Window replacement at one public facility (Ashland Senior Center);
- Installation of ADA-compliant door and energy-efficient lighting at one public facility (CAREs);
- Paving and fencing replacement at one public facility (Kings Daughters and Sons Nursing Home);
- 5 demolitions of unsafe and abandoned structures.

3. Evaluation of past performance

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

During PY21, the City provided utilized \$315,000 of CDBG funding to help approximately 4,500 LMI persons. Of these funds, \$85,000 was for general administration, \$40,000 was for code enforcement, \$148,000 was for public services, and \$42,000 was for public facility improvements. The Department of Community and Economic Development had several recent staffing changes in the past two years, which delayed many projects, but the City is dedicated to providing as much CDBG funding as possible to support its LMI citizens through various programs and public facility improvements.

4. Summary of Citizen Participation Process and consultation process

Summary from citizen participation section of plan.

As required by 24 CFR 91.105, the City of Ashland has adopted a Citizen participation Plan. A copy of the plan is available for review on the City Website: www.ashlandky.gov.

5. Summary of public comments

This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan.

See exhibit A.

6. Summary of comments or views not accepted and the reasons for not accepting them

See exhibit A.

7. Summary

The City of Ashland has identified four building blocks to guide the City in fulfilling its mission:

- A focus on safe and livable neighborhoods;

- Maintaining strong sustainable financial and economic health;
- The delivery of excellent services with a focus on customer service and efficiency; and
- Engaging the community.

The investment of CDBG funds in eligible activities shall be guided principally by the seven goals of the Consolidated Plan.

The City of Ashland 2020-2024 Consolidated Plan goals will concentrate on:

- Infrastructure Improvements
- Dependable and Improved Public Facilities
- Affordable Housing
- Reducing and Preventing Homelessness
- Dependable Public Services
- Increased Economic Growth

- Eliminating Slum and Blight
- General Administration
- Parks and Recreation

PR-05 Lead & Responsible Agencies – 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

Describe the agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role		Name	Department/Agency
CDBG Administrator	ASHLAND	Community & Economic Development Department	

Table 1 – Responsible Agencies

Narrative (optional)

The City of Ashland delegates programmatic responsibilities for administering the CDBG program to the Department of Community and Economic Development.

In the development of this Consolidated Plan, the City conducted a needs assessment and market analysis. This information was gathered through consultation with public officials, local agencies, public outreach and community meetings, review of demographic and economic data, and housing market analysis.

The 2020-2024 Analysis of Impediments was completed showing the areas of concern and needed assistance for assisting low-and moderate-income families and the needs of the City.

Consolidated Plan Public Contact Information

Jacob Risner
Program and Grant Administrator
1700 Greenup Avenue, Suite 208
Ashland, Kentucky 41101

606-385-3324
jrisner@ashlandky.gov

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OMB Control No: 2506-0117 (exp. 09/30/2021)

AP-10 Consultation – 91.100, 91.200(b), 91.215(l)

1. Introduction

Community input is essential in creating the Action Plan. Resident and business input forms the groundwork for the goals, projects, and activities within the plan. The City of Ashland consults with various service agencies to provide the best care and services for its citizens.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l))

The City of Ashland's 2023-2024 Action Plan was prepared by the Community and Economic Development Department staff. The documents are a result of a comprehensive planning process which included both formal and informal consultations with public and private organizations. Many organizations that provided input for the Consolidated Plan are long-time City partners who have received public service grant funds.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

The Community and Economic Development Department, because of its own housing activities and engagement with service providers through public service grants, serves as a liaison to bring together stakeholders with diverse interests and facilitates partnerships that might not have otherwise developed.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

The City of Ashland grants up to 15% of CDBG allocation for the Continuum of Care (CoC) agencies who work with homeless, chronically homeless individuals and families, families with children, veterans, and persons at risk of homelessness. COVID waivers allow the City to expend more than 15% for PY19, PY20, and COVID-19 allocations.

Those consulted:

- Community Assistance and Referral Service (CAREs)—Veronica Childers, Executive Director (ESG Funding)

- Safe Harbor of Northeast KY—Ann Perkins, Executive Director (ESG Funding)
- Shelter of Hope—Chris Fraley, Executive Director (ESG Funding)
- Hillcrest-Bruce Mission—Mike Maynard, Executive Director
- Community Kitchen—Dr. Desmond Barrett, Executive Director

Community Assistance Referral Service (CAREs) administers HMIS for the CoC.

2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdiction’s consultations with housing, social service agencies and other entities

Table 2 – Agencies, groups, organizations who participated

1	Agency/Group/Organization	Ashland Community Kitchen
	Agency/Group/Organization Type	Services-Elderly Persons Services-Persons with Disabilities Services-homeless
	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Needs of low-and-moderate-income individuals
2	Agency/Group/Organization	COMMUNITY ASSISTANCE REFERRAL SERV (CARES)
	Agency/Group/Organization Type	Services - Housing Services-Elderly Persons Services-Persons with Disabilities Services-homeless

	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Needs of low-and-moderate-income individuals
3	Agency/Group/Organization	SAFE HARBOR
	Agency/Group/Organization Type	Services - Housing Services-Children Services-Victims of Domestic Violence Services-homeless
	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Needs of low-and-moderate-income individuals

4	Agency/Group/Organization		SHELTER OF HOPE, INC.
	Agency/Group/Organization Type		Services - Housing Services-homeless
	What section of the Plan was addressed by Consultation?		Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?		Needs of low-and-moderate-income individuals
5	Agency/Group/Organization		Hillcrest Bruce Mission
	Agency/Group/Organization Type		Services - Housing Services-Children Services-Elderly Persons Services-Persons with Disabilities Services-homeless Services-Health Services-Education Services-Employment
	What section of the Plan was addressed by Consultation?		Non-Homeless Special Needs Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?		Needs of low-and-moderate-income individuals

6	Agency/Group/Organization		Ashland Child Development Center
	Agency/Group/Organization Type		Services-Children
	What section of the Plan was addressed by Consultation?		Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?		Needs of low-and-moderate-income individuals
7	Agency/Group/Organization		CITY OF ASHLAND
	Agency/Group/Organization Type		Services - Housing Services-homeless Other government - Local
	What section of the Plan was addressed by Consultation?		Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Strategy Non-Homeless Special Needs Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?		Needs of low-and-moderate-income individuals
8	Agency/Group/Organization		The Salvation Army - Ashland
	Agency/Group/Organization Type		Services - Housing Services-homeless

	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Needs of low-and-moderate-income individuals

Identify any Agency Types not consulted and provide rationale for not consulting

Windstream and Spectrum are the two primary internet service providers for the City of Ashland. These ISPs were not specifically consulted for preparation of the action plan, but they are consulted for projects as needed with regard to narrowing the digital divide. However, no projects included in this action plan affect internet accessibility because it is not currently considered a significant concern for city residents.

The US Army Corps of Engineers, the Kentucky Department of Water, as well as the City's Departments of Engineering, Utilities, Public Services, etc. were not specifically consulted for preparation of the action plan, but they are consulted for projects as needed with regard to management of flood prone areas, public land, and water resources.

King's Daughters Medical Center, Boyd County Office of Emergency Management, as well as the City's Police and Fire Departments were not specifically consulted for preparation of the action plan, but they are consulted for projects as needed with regard to emergency management.

Additionally, no comments were received voluntarily from any of these agencies during public hearings or comment periods. The City will actively consult with these agencies during next year’s action plan process.

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	Kentucky Housing Corporation	Homeless/Affordable Housing
Housing Choice Voucher 5-Year Plan	Ashland Assisted Housing Authority	Affordable Housing
City of Ashland Comprehensive Plan	City of Ashland	Strategic Plan for city planning and development

Table 3 – Other local / regional / federal planning efforts

Narrative (optional)

The City of Ashland continues to utilize Community Assistance and Referral Service (CAREs) to assist with housing and referral for the hard-to-house and homeless population. CAREs is the coordinated entry lead agency for all LMI persons seeking assistance with housing and non-housing needs and is essential in the coordination of services between numerous public service agencies.

The City of Ashland, through Ashland Assisted Housing, works with correctional institutions to provide housing applications before the release of clients. The City also coordinates with parole offices when clients are under their supervision to better individual outcomes.

The City of Ashland increased participation in Boyd County Interagency Council.

The Shelter of Hope (www.shelterofhope.org) provides temporary, emergency shelter and food for veterans, families, and individuals. Also available are transitional housing, case management, and permanent housing. Referrals for services are through CARES.

Ashland Community Kitchen (www.ashlandcommunitykitchen.com) serves meals to low-and moderate-income individuals, homeless, and at-risk-of-becoming-homeless in Ashland. The Community Kitchen serves 3 meals per day, 5 days a week. Client services are tracked through the “charity tracker” system.

Hillcrest-Bruce Mission (www.hillcrestbrucemission.com) provides assistance with case management, clothing, food pantry, onsite dental, education, employment, etc. Hillcrest-Bruce Mission serves two housing complexes as well as neighborhood residents in the Pollard Target Area.

Safe Harbor of Northeast Kentucky (www.safeharborky.org) is dedicated to eliminating domestic violence through prevention, education, and intervention. Safe Harbor works to stop the cycle of violence and to help victims become survivors through the agency’s holistic approach to services. The goal is to help each victim create an abuse-free life plan and to move to self-sufficiency through such assistance as: medical/legal advocacy, counseling, financial empowerment classes, job/school mentoring, and life skills.

The State Cabinet for Health and Families directed the City of Ashland to the local health department concerning lead-based paint. The health department had no lead-based paint poisoning cases reported. This is the only information the health department was willing to share.

CDBG administrators attend individual meetings with civic leaders regularly, all City commission meetings, and monthly Planning, Code Enforcement, and BZA meetings.

Business and civic leaders met for the composition of the 2020-2024 City Comprehensive Plan. Business leaders are included on the Ashland Business Growth Committee who reviews the CDBG Women Owned and Ethnic Minority Grant Program submittals.

City staff met with the City of Huntington, West Virginia and Marshall University, West Virginia, to discuss various grants and the revitalization projects executed in Huntington, West Virginia.

Kentucky Housing Corporation is the Continuum of Care for the State Region 4. The Coordinated Entry Plan is being written by Kentucky Housing Corporation.

AP-12 Participation – 91.105, 91.200(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation Summarize citizen participation process and how it impacted goal-setting

Citizens are encouraged to attend CDBG public meetings and hearings. CED staff held two public meetings prior to and during the development of the 2023 Plan.

A 30-day comment period is provided before a public hearing. Public notice information specifying the time, location, and subject of each hearing is provided to citizens at least fourteen (14) days in advance by publication in the newspaper, email distribution lists to local public service providers, local officials, minority groups, local library and/or publication on the City's website. The notice displays both fair housing symbol and handicap access to meetings. Alternate forms of the Consolidated Plan are available upon request. During each hearing, a summary of each project is explained. Sign-in sheets are provided as documentation of attendance of public hearings and comments are notated. All information is available for review in the Department of Community and Economic Development.

Citizen comments are discussed by CED staff prior to finalization of any Consolidated or Action Plan.

As required by 24 CFR 91.105, the City of Ashland has adopted a Citizen Participation Plan. A copy of the plan is available for review on the City Website: www.ashlandky.gov.

Consistent with CARES Act, this amendment waives any limit established on the issuance of funds to support public social services for any funds made available under the FY2019 and FY2020 Action Plan.

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Copies of the PY23 Annual Action Plan were available for review for 30 days beginning April 13, 2023 and ending May 12, 2023 and were distributed to the following locations:

- 1. Ashland City Building, Department of Community and Economic Development, Room 208,
1700 Greenup Avenue, Ashland, KY 41101
- 2. The Boyd County Public Library, 1740 Central Avenue, Ashland, KY 41101
- 3. The City of Ashland website at www.ashlandky.gov
- 4. Ashland Commission on Human Rights, 1544 Winchester Avenue, Unit 701, Ashland, KY 41101
- 5. Ashland Transportation Center, 99 15th Street, Ashland, KY 41101

Public hearings were conducted at the Ashland City Building Commissioners’ Chambers, 1700 Greenup Avenue, 3rd Floor on May 12, 2023 at 4:00 p.m.

All comments made during the comment period or at a hearing will be recorded in Appendix A. No comments were received.

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (if applicable)
1	Newspaper Ad	Non-targeted/broad community	N/A	N/A	N/A	
2	Public Meeting	Non-targeted/broad community Public service agencies	See exhibit A.	See exhibit A.	See exhibit A.	
3	Newspaper Ad	Non-targeted/broad community	N/A	N/A	N/A	
4	City Building, Room 208	Non-targeted/broad community	None	None	N/A	
5	Boyd County Public Library	Non-targeted/broad community	None	None	N/A	
6	Ashland Bus Depot	Non-targeted/broad community	None	None	N/A	
7	Ashland Commission on Human Rights	Non-targeted/broad community	None	None	N/A	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (if applicable)
8	Internet Outreach	Non-targeted/broad community	None	None	N/A	www.ashlandky.gov
9	Public Hearing	Non-targeted/broad community	See exhibit A.	See exhibit A.	See exhibit A.	
10	Newspaper Ad	Non-targeted/broad community	N/A	N/A	N/A	
11	City Building Room 208	Non-targeted/broad community	None	None	N/A	
12	Local library	Non-targeted/broad community	None	None	N/A	
13	Ashland Bus Depot	Non-targeted/broad community	None	None	N/A	
14	Internet Outreach	Non-targeted/broad community	None	None	N/A	www.ashlandky.gov
15	Public Hearing	Non-targeted/broad community	None	None	N/A	

Table 4 – Citizen Participation Outreach

Expected Resources

AP-15 Expected Resources – 91.220(c)(1,2)

Introduction

The strategic plan goals included in the Annual Plans are based on resources that are reasonably anticipated to be available to the City from Federal, state, local, and private sources. The actual resources available to support activities during the implementation of the Consolidated Plan may vary slightly due to factors outside the City's control.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1			Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$	
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	515,911.00	0.00	464,279.00	980,190.00	Future funding based on level funding for remainder of 2020-2024 Consolidated Plan.
			515,911.00	0.00	4,202,555.00	4,718,466.00	

Table 5 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

Original plan amounts are based on estimates.

HUD has developed procedures to minimize disruption to grantees and to minimize duplication of effort by grantees. Funding levels in this draft plan are estimated amounts. The plan will increase funding to match actual allocation amounts to be applied to projects within the plan without an additional comment period. Carry over funds may be allotted to current activities as needed without additional comment with Commission approval.

Public service agencies will use Emergency Shelter Grants (ESG), Supportive Housing Program (SHP), and United Way funding to leverage with Federal grants. The agencies that receive ESG will use their CDBG as match to meet the requirements.

If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

N/A

Discussion

The Department of Community and Economic Development believes infrastructure improvements and elimination of slum and a blight are a priority within low-to-moderate-income neighborhoods. Infrastructure improvements provide a long-term benefit to low-and-moderate-income communities, while elimination of blighted properties is the first step in the creation of viable neighborhoods.

As a result of incomplete or canceled projects from program year 2022, the City anticipates prior year resources of approximately \$1,122,518. The majority of these funds will be directed toward completion of the projects originating from program year 2022 action plan. These projects include:

- Replacement of the air conditioner at Ashland Senior Center—\$10,000;
- Parking lot paving and fence replacement at Kings Daughters and Sons Nursing Home—\$40,259;
- Installation of an exterior fence, an interior security partition wall, and conversion of an unusable, noncommercial kitchen and storage closet into a third family room at the Salvation Army emergency shelter—\$438,676;
- Demolition of 5 unsafe, abandoned structures—\$99,550;
- Playground installation at East Central Park—\$173,122;
- Exterior property improvements for 3 homeowners—\$50,000;
- HVAC and hot water tank replacements for 6 homeowners—\$30,000;
- Employment/education case management—\$59,561.

New projects for program year 2023 include:

- Window replacement at Ashland Senior Center—\$150,000;
- ADA-compliant door, energy-efficient lighting, security features, and flooring installation at CARES—\$40,000;
- HVAC replacement at the Neighborhood—\$150,000;
- Women-and-Minority-Owned Business Loans—\$200,000.

Annual Goals and Objectives

AP-20 Annual Goals and Objectives

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Public Facilities & Infrastructure Improvements	2020	2024	Non-Housing Community Development	POLLARD MILLS NEIGHBORHOOD EAST CENTRAL NEIGHBORHOOD CITY CENTRAL NEIGHBORHOOD	Adequate & Safe Infrastructure	CDBG: \$.00	
2	Minimize & Prevent Homelessness	2020	2024	Homeless	Scattered Sites City-wide	Provide Services to Homeless and LMI Families	CDBG: \$58,885.00 \$56,990.00	Public service activities other than Low/Moderate Income Housing Benefit: 1000 Persons Assisted
3	Safe Adequate Affordable Housing	2020	2024	Affordable Housing	POLLARD MILLS NEIGHBORHOOD EAST CENTRAL NEIGHBORHOOD CITY CENTRAL NEIGHBORHOOD Scattered Sites	Adequate, Safe and Affordable Housing	CDBG: \$185,439.00 \$105,439.00	Homeowner Housing Rehabilitated: 9 Household Housing Unit

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
4	Ensure Adequate & Dependable Facilities	2020	2024	Non-Housing Community Development	POLLARD MILLS NEIGHBORHOOD EAST CENTRAL NEIGHBORHOOD CITY CENTRAL NEIGHBORHOOD Scattered Sites	Ensure Adequate and Dependable Public Facilities	CDBG: \$781,909.00 \$260,769.00	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 700 Persons Assisted
5	Economic Opportunities for Minority Businesses	2020	2024	Non-Housing Community Development	POLLARD MILLS NEIGHBORHOOD EAST CENTRAL NEIGHBORHOOD CITY CENTRAL NEIGHBORHOOD Scattered Sites	Support Women & Ethnic Minority Businesses	CDBG: \$200,000.00 \$142,153.00	Businesses assisted: 3 Businesses Assisted
6	Adequate Public Services	2020	2024	Affordable Housing Public Housing Homeless Non-Homeless Special Needs Non-Housing Community Development	POLLARD MILLS NEIGHBORHOOD EAST CENTRAL NEIGHBORHOOD CITY CENTRAL NEIGHBORHOOD Scattered Sites	Adequate Public Services	CDBG: \$119,561.00 \$94,443.00	Public service activities other than Low/Moderate Income Housing Benefit: 3000 Persons Assisted

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
7	Clearance Activities	2020	2024	Affordable Housing	POLLARD MILLS NEIGHBORHOOD EAST CENTRAL NEIGHBORHOOD CITY CENTRAL NEIGHBORHOOD Scattered Sites	Clearance	CDBG: \$99,550.00 \$50,444.00	Buildings Demolished: 5 Buildings
8	General Administration	2020	2024	Affordable Housing Public Housing Homeless Non-Homeless Special Needs Non-Housing Community Development	POLLARD MILLS NEIGHBORHOOD EAST CENTRAL NEIGHBORHOOD CITY CENTRAL NEIGHBORHOOD Scattered Sites City-wide	General Administration	CDBG: \$100,000.00	Other: 7250 Other
9	Parks & Recreation	2020	2024	Non-Housing Community Development	EAST CENTRAL NEIGHBORHOOD	Parks & Recreation	CDBG: \$173,122.00 \$169,952.00	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 500 Persons Assisted

Table 6 – Goals Summary

Goal Descriptions

1	Goal Name	Public Facilities & Infrastructure Improvements
	Goal Description	With CDBG funds, the City will improve/reconstruct sidewalks in the east Central, City Central, and Pollard Neighborhoods. The project provides ADA-compliant sidewalks and beautifies neighborhoods. This goal will not be funded for PY23.
2	Goal Name	Minimize & Prevent Homelessness
	Goal Description	In order to minimize or prevent homelessness, the City of Ashland has designated funding to the following public services agencies: Safe Harbor, Shelter of Hope, and Salvation Army. Funding will assist in the operation of homeless shelters and providing services to assist at risk and homeless families. This amendment adds or edits the following projects within this goal: Safe Harbor Operating Costs = \$10,000; Salvation Army Operating Costs = \$5,000; Shelter of Hope Operating Costs = \$5,000-00 \$3,105; Salvation Army Case Management = \$17,523; and Safe Harbor Employment/Education Case Management = \$21,362. This goal is funded by the following program years: PY17 = \$15,303-16 \$13,408; PY19 CV = \$21,362; PY20 = \$17,523; and PY21 = \$4,697.
3	Goal Name	Safe Adequate Affordable Housing
	Goal Description	The City of Ashland's goal is to rehabilitate 9 homes through the homeowner rehabilitation program and emergency/energy-efficient program. The City of Ashland will utilize funds for one code enforcement officer in the target LMI neighborhoods of Pollard Mills, East Central, and City Central. This amendment adds or edits the following projects within this goal: Code Enforcement = \$58,413; Homeowner Rehabilitation = \$97,026-00 \$47,026; and Emergency/Energy-Efficient Rehabilitation = \$30,000-00 \$0. This goal is funded by the following program years: PY22 = \$110,000-00 \$30,000 and PY23 = \$75,439.

4	Goal Name	Ensure Adequate & Dependable Facilities
	Goal Description	Provide safe public facilities that meet the needs of the community. Salvation Army: exterior fence, interior security partition wall, and conversion of kitchen and storage closet into third family room. Ashland Senior Center: replacement of front windows, frames, and anything with water damage linked to the front windows. Ashland Senior Center: replace exterior HVAC unit Kings Daughters and Sons: repave parking lot and replace fencing The Neighborhood: replace 6 exterior HVAC units This amendment adds or edits the following projects within this goal: Ashland Senior Center HVAC = \$10,000.00 \$9,948; Ashland Senior Center Storefront Rehabilitation = \$150,000.00 \$75,000; CARES Rehabilitation = \$40,000.00 \$15,000; Kings Daughters and Sons Paving/Fencing = \$40,258.74 \$0; The Neighborhood HVAC = \$102,974; Salvation Army Rehabilitation = \$438,675.44 \$22,887; and Safe Harbor Building 2 Roof Replacement = \$34,960. This goal is funded by the following program years: PY21 = \$353,044.75 \$0; PY22 = \$235,889.43 \$9,948; and PY23 = \$192,974.00 \$250,821.
5	Goal Name	Economic Opportunities for Minority Businesses
	Goal Description	Increase jobs for low-and-moderate-income families through the Women and Minority Business Loan program. This amendment adds or edits the following projects within this goal: Women and Minority Business Loan Program = \$200,000.00 \$142,153. This goal is funded by the following program years: PY23 = \$200,000.00 \$142,153.
6	Goal Name	Adequate Public Services
	Goal Description	To provide adequate public services for low-and moderate-income persons for necessary services. Funding will be provided to CARES, Community Kitchen, the Senior Center, and Hillcrest-Bruce Mission assisting the needs of LMI individuals. This amendment adds or edits the following projects within this goal: Ashland Community Kitchen Operating Costs = \$15,000.00; Ashland Senior Center Operating Costs = \$15,000.00; CARES Operating Costs = \$15,000.00; Hillcrest-Bruce Mission Operating Costs = \$15,000.00; and CARES/HBM Employment/Education Case Management = \$59,561.44 \$34,443. This goal is funded by the following program years: PY17 = \$29,331; PY20 = \$59,561.44 \$34,443; and PY21 = \$30,669.

7	Goal Name	Clearance Activities
	Goal Description	Remove and eliminate slum and blighting conditions through demolition of vacant, abandoned, and dilapidated structures. This amendment adds or edits the following projects within this goal: Clearance = \$99,550.00 \$50,444. This goal is funded by the following program years: PY22 = \$99,550.00 \$50,444.
8	Goal Name	General Administration
	Goal Description	This project will use up to 20% of the yearly allocation of CDBG funding for administrative and planning activities. Payment of reasonable city staff administrative costs and carrying charges related to the planning and administering of community development activities funded by CDBG. This amendment adds or edits the following projects within this goal: General Administration = \$100,000.00. This goal is funded by the following program years: PY16 = \$20,937; PY17 = \$10,144; PY22 = \$21,421; and PY23 = \$47,498.
9	Goal Name	Parks & Recreation
	Goal Description	Funding for playground in East Central Park. Provide ADA play space for residents of area. This amendment adds or edits the following projects within this goal: East Central Park Playground = \$173,122.35 \$169,952. This goal is funded by the following program years: PY19 = \$41,598; PY20 = \$117,769.33 \$116,337; and PY22 = \$13,755.25 \$12,017.

Projects

AP-35 Projects – 91.220(d)

Introduction

During the Program Year 2023, the City of Ashland will allocate Community Development Block Grant Funds to projects that improve the lives of low-and-moderate-income (LMI) families through rehabilitation and energy-efficiency improvements, infrastructure improvements, clearance activities, and public services.

Projects

#	Project Name
1	General Administration PY23 FY24
2	Code Enforcement PY23 FY24
3	ACK Operating Costs PY23 FY24
4	ASC Operating Costs PY23 FY24
5	CAReS Operating Costs PY23 FY24
6	HBM Operating Costs PY23 FY24
7	Safe Harbor Operating Costs PY23 FY24
8	Salvation Army Operating Costs PY23 FY24
9	Shelter of Hope Operating Costs PY23 FY24
10	Employment/Education Case Management PY23 FY24
11	Salvation Army Case Management PY23 FY24
12	Ashland Senior Center HVAC
13	Ashland Senior Center Storefront Rehabilitation
14	CAReS Rehabilitation
15	Kings Daughters and Sons Paving and Fence Project
16	The Neighborhood HVAC
17	Salvation Army Rehabilitation
18	Clearance PY23 FY24
19	East Central Park Playground
20	Women-and-Minority-Owned Business Loans
21	Homeowner Rehabilitation PY23 FY24
22	Emergency/Energy-Efficient Rehabilitation PY23 FY24
23	CVPY23 Safe Harbor Employment/Education Case Management
24	Safe Harbor Building 2 Roof Replacement

Table 7 - Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

Service agency allocations from PY2019, PY2020, and CDBG-CV have increased above the 15% threshold allowing for prevention, preparation, and response to COVID19. Funds will allow for reimbursement for COVID related items and services. The COVID pandemic has negatively affected private contributions, which are needed for agency operations. COVID funds financially assist agencies whose private donations have decreased significantly.

The primary obstacles to addressing underserved needs include lack of funding from federal, state, and local sources; the high cost of housing; and the lack of financing availability in the private lending industry for home improvements. To address these obstacles, 94% of the City's funding will support home improvements, public service agencies, and other projects that provide public and neighborhood services to LMI people. The remaining 6% is for removal of slum and blight conditions. Many vacant, deteriorating, and abandoned structures are unable to be secured and threaten public safety with collapse. They are also attractive nuisances for theft, drugs, vandalism, arson, etc. Removal of these substandard structures resets the property for development and increases value within neighborhoods.

AP-38 Project Summary
Project Summary Information

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OMB Control No: 2506-0117 (exp. 09/30/2021)

1	Project Name	General Administration PY23 FY24
	Target Area	POLLARD MILLS NEIGHBORHOOD EAST CENTRAL NEIGHBORHOOD CITY CENTRAL NEIGHBORHOOD Scattered Sites City-wide
	Goals Supported	General Administration
	Needs Addressed	General Administration
	Funding	CDBG: \$100,000.00
	Description	Administering the CDBG program and fair housing activities. This project will use up to 20% of the yearly allocation of CDBG funding for administrative and planning activities. Payment of reasonable city staff administrative costs and carrying charges related to the planning and administering of community development activities funded by CDBG. This project is funded by the following program years: PY16 = \$20,937; PY17 = \$10,144; PY22 = \$21,421; and PY23 = \$47,498.
	Target Date	6/30/2024
	Estimate the number and type of families that will benefit from the proposed activities	The total from all LMI and LMA activities planned for program year 2022 is estimated to be approximately 7,250 individuals.
	Location Description	Ashland City Building, 1700 Greenup Avenue, Ashland, KY 41101
	Planned Activities	
2	Project Name	Code Enforcement PY23 FY24
	Target Area	POLLARD MILLS NEIGHBORHOOD EAST CENTRAL NEIGHBORHOOD CITY CENTRAL NEIGHBORHOOD
	Goals Supported	Safe Adequate Affordable Housing
	Needs Addressed	Adequate, Safe and Affordable Housing
	Funding	CDBG: \$58,413.00
	Description	Utilize funds for salary and necessary supplies for one code enforcement officer in the low-mod income target areas. This project is funded by the following program years: PY22 = \$30,000 and PY23 = \$28,413.
	Target Date	6/30/2024

	Estimate the number and type of families that will benefit from the proposed activities	3,210 households/housing units in the LMI areas of East Central, City Central and Pollard Mills.
	Location Description	City Central - Census Tract 303, Block Group 2 East Central - Census Tract 303, Block Group 3 Pollard Mills - Census Tract 308, Block Group 1
	Planned Activities	
3	Project Name	ACK Operating Costs PY23 FY24
	Target Area	City-wide
	Goals Supported	Adequate Public Services
	Needs Addressed	Adequate Public Services
	Funding	CDBG: \$15,000.00
	Description	Reimbursement of operating costs, including (but not limited to) kitchen staff salaries, utilities, liability insurance, workers compensation, supplies for meal preparation and disbursement at the community kitchen. Meals throughout the week include breakfast, lunch, and dinner. This project is funded by the following program years: PY17 = \$8,500.00 and PY21 = \$6,500.00.
	Target Date	6/30/2024
	Estimate the number and type of families that will benefit from the proposed activities	750 homeless and at-risk individuals.
	Location Description	2516 Carter Avenue, Ashland, KY 41101
4	Planned Activities	
	Project Name	ASC Operating Costs PY23 FY24
	Target Area	City-wide
	Goals Supported	Adequate Public Services
	Needs Addressed	Adequate Public Services
	Funding	CDBG: \$15,000.00

	Description	Reimbursement of operating costs, including (but not limited to) food, supplies, furnishings, equipment, utilities, liability insurance, and workers compensation insurance for senior center. Provide exercise, lunch, and socialization for seniors. This project is funded by the following program years: PY17 = \$2,331 and PY21 = \$12,669.
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	75 elderly individuals
	Location Description	324 15th Street, Ashland, KY 41101
	Planned Activities	
5	Project Name	CAReS Operating Costs PY23 FY24
	Target Area	City-wide
	Goals Supported	Adequate Public Services
	Needs Addressed	Adequate Public Services
	Funding	CDBG: \$15,000.00
	Description	CDBG funding will be used for operating costs, including (but not limited to) case management salaries, utilities, liability insurance, workers compensation, and hygiene/cleaning supplies/food pantry. CAReS is the entry Hub into the HMIS Homeless system and referral agency to supportive services. CAReS also verifies income and issue the Neighborhood Cards for all services at the Neighborhood. This project is funded by the following program years: PY17 = \$15,000.00.
	Target Date	6/30/2024
	Estimate the number and type of families that will benefit from the proposed activities	600 LMI individuals
	Location Description	2516 Carter Avenue, Ashland, KY 41101
	Planned Activities	
6	Project Name	HBM Operating Costs PY23 FY24
	Target Area	POLLARD MILLS NEIGHBORHOOD
	Goals Supported	Adequate Public Services

	Needs Addressed	Adequate Public Services
	Funding	CDBG: \$15,000.00
	Description	CDBG funding will be used for operating costs, including (but not limited to) utilities, liability insurance, workers compensation insurance, and hygiene/cleaning supplies/food pantry. Hillcrest-Bruce Mission provides numerous services such as a food pantry, childcare, employment services, medical needs, all for low-and-moderate-income families. These LMI areas includes the public housing facilities of Hillcrest Apt., Bruce Apt., Gla-Low Apts. and Ashland Terrace. This project is funded by the following program years: PY17 = \$3,500.00 and PY21 = \$11,500.00.
	Target Date	6/30/2024
	Estimate the number and type of families that will benefit from the proposed activities	1,200 LMI individuals
	Location Description	1819 Eloise Street, Ashland, KY 41101
	Planned Activities	
7	Project Name	Safe Harbor Operating Costs PY23 FY24
	Target Area	City-wide
	Goals Supported	Minimize & Prevent Homelessness
	Needs Addressed	Provide Services to Homeless and LMI Families
	Funding	CDBG: \$10,000.00
	Description	Reimbursement of operating costs, including (but not limited to) staff salaries, utilities, liability insurance, workers compensation insurance and hygiene/cleaning supplies/ food pantry. Safe Harbor provides temporary, emergency shelter and food for victims of domestic violence. Also available are transitional housing, case management, and permanent housing. This project is funded by the following program years: PY17 = \$8,500.00 and PY21 = \$1,500.00.
	Target Date	6/30/2024
	Estimate the number and type of families that will benefit from the proposed activities	800 homeless persons
	Location Description	3700 Landsdowne Drive, Ashland, KY 41102

	Planned Activities	
8	Project Name	Salvation Army Operating Costs PY23 FY24
	Target Area	City-wide
	Goals Supported	Minimize & Prevent Homelessness
	Needs Addressed	Provide Services to Homeless and LMI Families
	Funding	CDBG: \$5,000.00
	Description	Reimbursement of operating costs, including (but not limited to) food, supplies, insurance, utilities, etc. This project is funded by the following program years: PY17 = \$1,803 and PY21 = \$3,197.
	Target Date	6/30/2024
	Estimate the number and type of families that will benefit from the proposed activities	500 homeless individuals
	Location Description	2212 Carter Avenue, Ashland, KY 41101
	Planned Activities	
9	Project Name	Shelter of Hope Operating Costs PY23 FY24
	Target Area	City-wide
	Goals Supported	Minimize & Prevent Homelessness
	Needs Addressed	Provide Services to Homeless and LMI Families
	Funding	CDBG: \$5,000.00 \$3,105.00
	Description	Reimbursement of operating costs, including (but not limited to) staff salaries, utilities, liability insurance, workers compensation insurance and hygiene/cleaning supplies/ food pantry. The Shelter of Hope provides temporary, emergency shelter and food for veterans, families, and individuals. Also available are transitional housing, case management, and permanent housing. This project is funded by the following program years: PY17 = \$5,000.00 \$3,105.
	Target Date	6/30/2024
	Estimate the number and type of families that will benefit from the proposed activities	650 homeless persons
	Location Description	2944 Winchester Avenue, Ashland, KY 41101

	Planned Activities	
10	Project Name	Employment/Education Case Management PY23 FY24
	Target Area	POLLARD MILLS NEIGHBORHOOD City-wide
	Goals Supported	Adequate Public Services
	Needs Addressed	Adequate Public Services
	Funding	CDBG: \$59,561.00 \$34,443.00
	Description	CARes / Hillcrest-Bruce Mission will provide employment/education case management to LMI individuals, especially those whose jobs were affected by the COVID pandemic. Funds must be used to prevent, prepare for, and respond to the coronavirus epidemic to exceed the 15% public service cap for PY19 and PY20. This project is funded by the following program years: PY20 = \$59,561.44 \$34,443.
	Target Date	6/30/2024
	Estimate the number and type of families that will benefit from the proposed activities	300 LMI individuals
	Location Description	2516 Carter Avenue, Ashland, KY 41101 1819 Eloise Street, Ashland, KY 41101
	Planned Activities	
11	Project Name	Salvation Army Case Management PY23 FY24
	Target Area	City-wide
	Goals Supported	Minimize & Prevent Homelessness Adequate Public Services
	Needs Addressed	Provide Services to Homeless and LMI Families Adequate Public Services
	Funding	CDBG: \$17,523.00
	Description	Case manager dedicated to homeless population. May assist with education, employment, housing, food, transportation, etc. Funds must be used to prevent, prepare for, and respond to the coronavirus epidemic to exceed the 15% public service cap for PY19 and PY20. This project is funded by the following program years: PY20 = \$17,523.
	Target Date	6/30/2024

	Estimate the number and type of families that will benefit from the proposed activities	150 homeless individuals
	Location Description	2212 Carter Avenue, Ashland, KY 41101
	Planned Activities	
12	Project Name	Ashland Senior Center HVAC
	Target Area	Scattered Sites
	Goals Supported	Ensure Adequate & Dependable Facilities
	Needs Addressed	Ensure Adequate and Dependable Public Facilities
	Funding	CDBG: \$10,000.00 \$9,948.00
	Description	Replace air conditioner at Ashland Senior Center (carryover project). This project is funded by the following program years: PY22 = \$10,000.00 \$9,948.00.
	Target Date	6/30/2024
	Estimate the number and type of families that will benefit from the proposed activities	75 elderly individuals
	Location Description	324 15th Street, Ashland, KY 41101
	Planned Activities	
13	Project Name	Ashland Senior Center Storefront Rehabilitation
	Target Area	Scattered Sites
	Goals Supported	Ensure Adequate & Dependable Facilities
	Needs Addressed	Ensure Adequate and Dependable Public Facilities
	Funding	CDBG: \$150,000.00 \$75,000.00
	Description	Replacement of front windows, frames, and anything with water damage linked to the front windows. This project will also remove the storefront platforms and convert the door to ADA-compliant. This project is funded by the following program years: PY22 = \$75,000.00 and PY23 = \$75,000.
	Target Date	

	Estimate the number and type of families that will benefit from the proposed activities	75 elderly individuals
	Location Description	324 15th Street, Ashland, KY 41101
	Planned Activities	
14	Project Name	CARes Rehabilitation
	Target Area	Scattered Sites
	Goals Supported	Ensure Adequate & Dependable Facilities
	Needs Addressed	Ensure Adequate and Dependable Public Facilities
	Funding	CDBG: \$40,000.00 \$15,000.00
	Description	Installation of energy-efficient lighting, ADA-compliant doors, security features, and flooring. This project is funded by the following program years: PY22 = \$25,000.00 and PY23 = \$15,000.
	Target Date	6/30/2024
	Estimate the number and type of families that will benefit from the proposed activities	600 LMI individuals
	Location Description	2516 Carter Avenue, Ashland, KY 41101
	Planned Activities	
15	Project Name	Kings Daughters and Sons Paving and Fence Project
	Target Area	Scattered Sites
	Goals Supported	Ensure Adequate & Dependable Facilities
	Needs Addressed	Ensure Adequate and Dependable Public Facilities
	Funding	CDBG: \$40,259.00 \$0.00
	Description	Installation of new fence providing increased security and paving of parking lot. Many of the residents use the parking lot for exercise, and it is currently a tripping hazard (carryover project). This project is funded by the following program years: PY22 = \$40,258.74 \$0.
	Target Date	6/30/2024

	Estimate the number and type of families that will benefit from the proposed activities	36 nursing home residents
	Location Description	1100 Bath Avenue, Ashland, KY 41101
	Planned Activities	
16	Project Name	The Neighborhood HVAC
	Target Area	Scattered Sites
	Goals Supported	Ensure Adequate & Dependable Facilities
	Needs Addressed	Ensure Adequate and Dependable Public Facilities
	Funding	CDBG: \$102,974.00
	Description	Replace six HVAC units. This project is funded by the following program years: PY23 = \$102,974.00.
	Target Date	6/30/2024
	Estimate the number and type of families that will benefit from the proposed activities	1,000 LMI individuals
	Location Description	2516 Carter Avenue, Ashland, KY 41101
	Planned Activities	
17	Project Name	Salvation Army Rehabilitation
	Target Area	Scattered Sites
	Goals Supported	Ensure Adequate & Dependable Facilities
	Needs Addressed	Ensure Adequate and Dependable Public Facilities
	Funding	CDBG: \$438,676.00 \$41,060
	Description	Exterior fence, flooring, painting, interior security partition wall, and conversion of kitchen and storage closet into third family room (carryover project). This project is funded by the following program years: PY21 = \$353,044.75 \$0; PY22 = \$85,630.69 \$0; and PY23 = \$22,887.
	Target Date	6/30/2024

	Estimate the number and type of families that will benefit from the proposed activities	500 homeless individuals
	Location Description	2212 Carter Avenue, Ashland, KY 41101
	Planned Activities	
18	Project Name	Clearance PY23 FY24
	Target Area	City-wide
	Goals Supported	Clearance Activities
	Needs Addressed	Clearance
	Funding	CDBG: \$99,550.00 \$50,444.00
	Description	Removal and eliminate slum and blighting conditions through demolition of vacant, abandoned, and dilapidated structures. This project also includes continuation of demolitions in process from PY22. This project is funded by the following program years: PY22 = \$99,550.00 \$50,444.
	Target Date	6/30/2024
	Estimate the number and type of families that will benefit from the proposed activities	5 structures
	Location Description	City-wide
	Planned Activities	
19	Project Name	East Central Park Playground
	Target Area	EAST CENTRAL NEIGHBORHOOD
	Goals Supported	Parks & Recreation
	Needs Addressed	Parks & Recreation
	Funding	CDBG: \$173,122.00 \$169,952.00
	Description	Provide funds to create a viable neighborhood for the residents of the East Central Neighborhood (carryover project). This project is funded by the following program years: PY19 = \$41,598; PY20 = \$117,769.33 \$116,337; and PY22 = \$13,755.25 \$12,017.
	Target Date	6/30/2024

	Estimate the number and type of families that will benefit from the proposed activities	975 LMI individuals
	Location Description	East Central Neighborhood - Census Tract 303, Block Group 3
	Planned Activities	
20	Project Name	Women-and-Minority-Owned Business Loans
	Target Area	Scattered Sites
	Goals Supported	Economic Opportunities for Minority Businesses
	Needs Addressed	Support Women & Ethnic Minority Businesses
	Funding	CDBG: \$200,000.00 \$142,153.00
	Description	Provide forgivable business loans to women and minority owned businesses. This project is funded by the following program years: PY23 = \$200,000.00 \$142,153.
	Target Date	6/30/2024
	Estimate the number and type of families that will benefit from the proposed activities	4 to 6 businesses
	Location Description	City-wide
	Planned Activities	
21	Project Name	Homeowner Rehabilitation PY23 FY24
	Target Area	Scattered Sites
	Goals Supported	Safe Adequate Affordable Housing
	Needs Addressed	Adequate, Safe and Affordable Housing
	Funding	CDBG: \$97,026.00 \$47,026.00
	Description	Property improvements will be to the exterior of the home by adding dimensional shingles roofs, new gutters, etc. This project is funded by the following program years: PY22 = \$50,000.00 and PY23 = \$47,026.
	Target Date	6/30/2024

	Estimate the number and type of families that will benefit from the proposed activities	3 homes
	Location Description	City-wide
	Planned Activities	
22	Project Name	Emergency/Energy-Efficient Rehabilitation PY23 FY24
	Target Area	Scattered Sites
	Goals Supported	Safe Adequate Affordable Housing
	Needs Addressed	Adequate, Safe and Affordable Housing
	Funding	CDBG: \$30,000.00 \$0.00
	Description	Installation of energy efficient hot water tanks and HVAC units. May be on an emergency and nonemergency basis. This project is funded by the following program years: PY22 = \$30,000.00 \$0.
	Target Date	6/30/2024
	Estimate the number and type of families that will benefit from the proposed activities	6 units
	Location Description	City-wide
	Planned Activities	
23	Project Name	CVPY23 Safe Harbor Employment/Education Case Management
	Target Area	City-wide
	Goals Supported	Minimize & Prevent Homelessness
	Needs Addressed	Provide Services to Homeless and LMI Families
	Funding	CDBG: \$21,362.00
	Description	Employment/education case management dedicated to victims of domestic violence. During COVID domestic violence cases increased. This will allow victims to become self-sufficient and break out of the cycle of violence. This project is funded by the following program years: PY19 CV = \$21,362.
	Target Date	6/30/2024

	Estimate the number and type of families that will benefit from the proposed activities	100 domestic violence victims
	Location Description	Confidential
	Planned Activities	

24	Project Name	Safe Harbor Building 2 Roof Replacement
	Target Area	Scattered Sites
	Goals Supported	Dependable Public Facilities
	Needs Addressed	Dependable Public Facilities
	Funding	CDBG: \$34,960.00
	Description	This project will replace the roof on building 2 at Safe Harbor of Northeast Kentucky. This project is funded by the following program years: PY23 = \$34,960.
	Target Date	6/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	850 victims of domestic violence
	Location Description	3700 Landsdowne Drive, Ashland, KY 41102
	Planned Activities	Roof replacement

AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

The U.S. Census Bureau has divided the nation into census tracts for statistical tabulation purposes. Ashland has been divided into five tracts. Tracks of enumeration are generally designed to be relatively uniform with respect to population count and/or number of households. Census tracts tracks are further divided into block groups for other statistical purposes. In order for a block group within a census tract to be eligible for CDBG target designation, at least 51% of its population must have a median income at or below 80% of Ashland median income.

The City of Ashland is in Northeastern Kentucky and encompasses 17.02 sq. miles. The City of Ashland has three target areas within City limits for CDBG Projects:

Pollard Mills is the lowest of income areas because which includes two low-income housing complexes. (Census Tract 308, Block Group 1).

East Central is in the worst housing conditions of these three target areas. (Census Tract 303, Block Group 3).

City Central is adjacent to East Central. (Census Tract 303 Block Group 2).

Geographic Distribution

Target Area	Percentage of Funds
POLLARD MILLS NEIGHBORHOOD	4
EAST CENTRAL NEIGHBORHOOD	11
CITY CENTRAL NEIGHBORHOOD	1
Scattered Sites	70
City-wide	14

Table 8 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

Service projects: CARES, Community Kitchen, and Shelter of Hope are located in City Central and East Central target areas, but services are considered city-wide. Many participants of these services reside in City Central and East Central because of their locality but are open to all low-and moderate-income clientele.

Public investment in housing rehabilitation and emergency rehabilitation are encouraged primarily in target areas as the need is severe but will be considered as a scattered site.

Elimination of slum and blighting conditions are a high priority.

Discussion

The City of Ashland has partnered with various nonprofits and service providers to carry out the services required by special needs populations. While the City of Ashland makes homeless services and prevention a priority, the need outweighs the available resources. There are also significant needs for mental health services and addiction counseling services in the region that impact the homeless rate. There is a need to provide public transit to bring special needs populations to the places where they can receive services. The City will continue to partner with nonprofits that manage partnerships with these organizations and assist persons with special needs.

Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

In order to reduce the number of code violations and condemned/abandoned properties, the City of Ashland will emphasize the Home Rehabilitation and Emergency/Energy Rehabilitation Program for PY23. This program will allow Code Enforcement to coordinate with Community Development Block Grant (CDBG) Administrator to assist families that are cited for code violations to remedy the situation before liens are placed or the unit declines further. Property improvements will be made to the exterior of the home by adding dimensional shingles roofs, new gutters, etc. Homeowner Emergency/Energy-Efficiency Rehabilitation Projects will continue focusing on energy-efficient hot water tanks and energy-efficient HVAC units or emergency repairs. This project will reduce energy/utility bills, thus making housing more affordable.

One Year Goals for the Number of Households to be Supported	
Homeless	0
Non-Homeless	9
Special-Needs	0
Total	9

Table 9 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	0
The Production of New Units	0
Rehab of Existing Units	0
Acquisition of Existing Units	0
Total	0

Table 10 - One Year Goals for Affordable Housing by Support Type

Discussion

The City of Ashland will provide rehabilitation funds for approximately 9 homes. Focus is on low-and moderate-income target areas where the need is great. Scattered sites will be considered.

AP-60 Public Housing – 91.220(h)

Introduction

The Housing Authority of Ashland manages and maintains units located at two sites: Scope Towers and Debord Terrace. The Housing Authority of Ashland is not managed by the City of Ashland. Combined, 365 families are served by the Housing Authority of Ashland. Scope Towers has studio and one-bedroom apartments, while Debord Terrace has units up to five-bedrooms. These are the only two public housing complexes.

Ashland Assisted Housing Choice Voucher (Section 8) Program is administered by the City of Ashland. The Housing Choice Voucher program does not receive CDBG funds and is solely administered through the Department of Housing and Urban Development Housing Choice Voucher funding. The agency is authorized for 636 regular vouchers and 15 Veterans Administration Supportive Housing Vouchers.

Thirty-four Housing Choice Vouchers are dedicated to domestic violence victims at Harbor Hill. Harbor Hill is an independently-owned apartment complex.

The City has entered into a Housing Assistance Contract (HAP) at Gla-Low Apartments for 77 newly renovated units for low-income families on the Housing Choice Voucher Program. This project will increase available ADA units.

In cooperation with the Veterans Administration Medical Center (VAMC), the Ashland Assisted Housing Agency provides assistance for homeless through the Veterans Affairs Supportive Housing (VASH) program. The VASH program combines Housing Choice Voucher rental assistance for homeless Veterans with case management and clinical services of the VAMC. The HUD-VASH program has been a vital tool in our local and national efforts to end Veteran homelessness. The Ashland Assisted Housing Agency has petitioned additional VASH vouchers to be used in Boyd County. Fifteen veterans are currently being served on the VASH program.

CARes, Shelter of Hope, and Safe Harbor act as advocates for the low-and-moderate-income, homeless, or at-risk-of-becoming-homeless individuals and households. Many of these populations have difficulty housing in public housing units due to prior evictions, felonies, and poor references.

Actions planned during the next year to address the needs to public housing

Annual Action Plan
2023

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To address the continued need for public, affordable housing, the Housing Authority of Ashland and the City of Ashland will continue to implement public housing programs and Housing Choice Voucher (Section 8) assistance programs, respectively. Both agencies have many families on their waiting lists indicating the shortage of available, affordable rental housing. New families are brought into programs as soon as public housing units or Housing Choice vouchers are available.

Actions to encourage public housing residents to become more involved in management and participate in homeownership

The City of Ashland does not have a homeownership program at this time.

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

The Housing Authority of Ashland is not designated as a “troubled” by the Department of Housing and Urban Development. The housing authority is considered a standard performer.

Ashland Assisted Housing Authority is not designated as “troubled” by the Department of Housing and Urban Development. The agency is currently a standard performer, but it is striving to regain its status as a high performer, which it maintained for six consecutive years.

Discussion

Increased landlord participation is required allowing tenants to have a variety of decent, affordable housing options.

Fair housing outreach is continual throughout the program year. Tenants learn about their rights while landlords are told their responsibilities according to fair housing law.

AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Introduction

The City of Ashland Department of Community and Economic Development addresses the needs of the homeless and other special needs activities, such as childcare and senior citizens, by granting funds to the local public services agencies, which includes City of Ashland general fund contributions and CDBG grants.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The City of Ashland relies on the following agencies to administer homeless programs:

CAReS assists with reducing homelessness by offering ongoing case management, emergency food, prescriptions, referrals to the “Neighborhood” service, referrals to homeless shelters and domestic violence shelters, and referrals to Pathways for mental health and addiction services. CAReS’ outreach consists of a case manager talking with clients outside of the building who are in need but who do not want to enter the building. This time is used to make connections with the client to get them to seek assistance by completing the formal intake process. This process may take several days.

The Shelter of Hope assists with reducing homelessness by offering emergency and transitional shelter and continues case management after people leave the shelter and are placed in permanent housing. Shelter of hope utilizes ESG funds for the Rapid Re-Housing program. Shelter of Hope completes an intake process which includes screening for eligibility and acknowledgment of known barriers to clients maintaining housing stability. Shelter of Hope’s street outreach completes ongoing engagement, access to housing resources and mainstream benefits, coordinated entry and vulnerability index assessments. Both case management and outreach services are completed using the intensive case management model.

Safe Harbor provides shelter, food, clothing, transportation, medical care, education, counseling, advocacy, and housing assistance in addition to whatever the family may need. They teach and provide intensive case management to families so that they will be able to enhance their daily living skills and become a successful family unit. Safe Harbor provides outreach and/or satellite services throughout the FIVCO ADD District. Outreach programming includes non-residential counseling and advocacy services, domestic violence support groups, agency information and community referrals. Outreach staff provides

daily outreach office hours throughout local communities while providing victim call-out services for local emergency rooms, local service agencies and the Cabinet for Families and Children. Under the direction of the Outreach Coordinator, Safe Harbor provides general domestic violence education and annual domestic violence awareness campaigns to the general public. Activities include Safe Harbor information booths, awareness campaigns, media promotions, public events, and general fundraising activities. Safe Harbor's community services coordinator, under the direction of Safe Harbor's executive director, serves as the agency spokesperson.

Addressing the emergency shelter and transitional housing needs of homeless persons

Pathways - Path Project (unsheltered)

Safe Harbor- Ann Perkins, Executive Director (domestic violence victims)

Shelter of Hope- Chris Fraley, Executive Director

Huntington VA Hospital (VASH)

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

Ashland Assisted Housing Choice Voucher (Section 8) Program is administered by the City of Ashland. The agency is currently authorized for 636 regular vouchers and 15 Veterans Administration Supportive Housing Vouchers. Thirty-four Housing Choice Vouchers are dedicated to domestic violence victims at Harbor Hill. Harbor Hill is an independently-owned apartment complex. Additionally, the City has a Housing Assistance Contract (HAP) at Gla-Low Apartments for 77 newly renovated units for low-income families on the Housing Choice Voucher Program. Homeless individuals are given priority preference for vouchers to shorten the period of time they experience homelessness. The City provides funding to and relies heavily on public service agencies, such as CARES, Shelter of Hope, Safe Harbor, and the Salvation Army, to verify and aid homeless individuals. These agencies provide outreach, case management, and referral services to house individuals as quickly as possible, then to support and/or teach them while they learn the necessary skills to transition to independent living.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving

assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

Many homeless individuals require case management to transition into a housing setting. The risk of becoming homeless again is lessened by agencies like Shelter of Hope, the Veterans Administration through VASH, and Safe Harbor of Northeast Kentucky. Continued assistance is essential. The following are needs seen in the Ashland homeless community:

(1) Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) need assistance making the transition to permanent housing and independent living.

(2) Shortening the period of time that individuals and families experience homelessness.

(3) Facilitating access for homeless individuals and families to affordable housing units.

(4) Preventing individuals and families who were recently homeless from becoming homeless again.

(5) Helping low- income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are:

(a) Being discharged from publicly funded institutions and systems of care, such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions.

(b) Receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

CAReS case managers complete the Vulnerability Index - Service Prioritization Decision Assistance Tool (VI-SPDAT) on each client seeking assistance with housing. The VI-SPDAT was developed as a pre-screening tool for communities that are very busy, as a brief survey that can be conducted to quickly determine whether a client has high, moderate, or low acuity. The use of this survey can help prioritize which clients should be given a full SPDAT assessment first. Because it is a self-reported survey, no special training is required to use the VI-SPDAT. The SPDAT is a case management tool that uses four methods of information gathering to best understand the individual adult, unaccompanied youth or family's strengths and support needs across four core domains: Wellness, Risks, Socialization and Daily Functions, and Housing. Families use these four core domains plus an additional domain that focuses on the needs of the children within the household. The purpose of the SPDAT is to frame a collaborative journey towards change that increases the confidence and self-esteem of the household through

accountable, structured goals and support. Evaluations are conducted at intake and at one (1) year, if the client remains in the program.

Shelter of Hope clients complete a monthly case management visit in the home and complete a recertification for housing case management and fiscal assistance annually. Shelter guests meet weekly with the assigned case manager and are evaluated for further services monthly.

Safe Harbor works with residents individually and in group settings, and case review meetings are held weekly. Counselors work with residents to achieve permanent housing accommodations, housing referrals, housing education, and to mediate tenant/landlord relationships. Housing counselors teach money management, budgeting, and self-sufficiency skills, while seeking financial resources for families in need. Upon departure from its emergency and/or transitional housing programs, Safe Harbor provides continuum of care and follow-up assistance programming to survivors of domestic violence. Activities include weekly phone follow-ups, in-home visits, monthly newsletter mailings, support group programming, and recreational activities promoting a supportive continuation of Safe Harbor programs.

Discussion

The City of Ashland relies heavily on public service agencies within City limits to serve the homeless and at-risk individuals in Ashland.

AP-75 Barriers to affordable housing – 91.220(j)

Introduction:

Common barriers to affordable housing may be public policies or non-government conditions that hamper the development or rehabilitation of affordable housing. These conditions include land use controls, property taxes, state prevailing wage requirements, environmental protection, cost of land, and availability. The main barriers identified in the City of Ashland are lack of available affordable housing, housing affordability, and lack of resources.

HUD defines "affordable housing" as when a household spends 30% or less of their household income on rent and utilities. Insufficient resources are available in the area to increase the availability of affordable housing.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

The City of Ashland does not intentionally implement public policies, such as land use controls, tax policies, zoning ordinances, building codes, fees and charges and growth limitations to negatively impact affordable housing in Ashland. For example, Code enforcement officers inspect properties and buildings to maintain and improve the living standards of city residents and to address issues of blight, noise, unsafe construction, litter, and other unseemly or dangerous property conditions. Unfortunately, enforcement of these codes may impede or have unintended consequences in neighborhoods because they frequently affect LMI citizens with limited means to correct the violations and/or pay the accumulating fines. Furthermore, homes may be condemned under certain circumstances, which can lead to eviction of the homeowners or tenants, temporarily reducing the housing stock and potentially increasing the homeless population, especially if the house is eventually demolished. However the Code Enforcement Board is typically quite lenient and will delay fines if the homeowner demonstrates a genuine effort to correct issues.

The City of Ashland must follow fair housing regulations when reviewing locations of group homes and low-income housing.

Discussion:

To address the lack of affordable housing and housing affordability, the City will invest Community Development Block Grant (CDBG) funds into homeowner rehabilitation projects and energy-efficient emergency rehabilitation (coordinated with the Division of Code Enforcement). These activities will

increase the supply of affordable housing and preserve existing housing stock.

As resources are limited, some deficiencies are severe enough to make rehabilitations cost prohibitive.

The City of Ashland, by City ordinance No. 5, 2018, established criteria to classify property as abandoned and establishing a separate rate of taxation for abandoned urban property. Property may be classified as abandoned which has been vacant, neglected, or unimproved for a period of at least one year or having received at least three or more citations for violations of property maintenance code and which:

Because it is dilapidated, unsanitary, unsafe, vermin infested, or otherwise dangerous to the safety of persons, it is unfit for its intended use; or by reason of neglect or lack of maintenance has become a place for the accumulation of trash and debris or has become infested with rodents or other vermin; or has been tax delinquent for a period of at least three years.

AP-85 Other Actions – 91.220(k)

Introduction:

Obstacles in meeting underserved needs have been identified, including: the need for increased supportive services, lack of affordable housing, the need to reduce duplication of resources, expand economic opportunities, and eliminate slum and blighting conditions. The City of Ashland Department of Community and Economic Development will continue to develop programs and initiatives, designed to improve existing programs and identify additional sources of funding to better serve those in need of affordable housing and services that reach the homeless and at risk of becoming homeless.

Actions planned to address obstacles to meeting underserved needs

Programs will be implemented to provide public services and to increase affordable housing and economic opportunities. Additional coordination of resources and outreach will be expanded to ensure the public is aware of available resources and programs. These programs include:

- Homeowner rehabilitation program—property improvements to the exteriors of homes to repair/replace roofs, soffit, gutters, etc., which may help reduce the number of code enforcement violations.
- Energy-Efficient rehabilitation program—installation or replacement of HVAC units and hot water tanks.
- Women-and-Minority-Owned Business Loans—forgivable loans to businesses which require creating at least 1 job for LMI persons.
- Employment/education case management—additional funding through CDBG-CV to provide case management specifically to help LMI people find education/employment.
- Salvation Army rehabilitation—creation of a third family room to increase the emergency homeless shelter’s capacity.
- Demolition program—removal of unsafe, vacant, and abandoned structures which threaten the health and welfare of city residents.

Actions planned to foster and maintain affordable housing

The City of Ashland Department of Planning and Community Development will continue to rehabilitate owner occupied homes with the Homeowner Rehabilitation projects. CDBG Project Administration Staff will coordinate with Code Enforcement to reach out to low- and moderate- income households who need emergency rehabilitation to their units thus reducing the amount of code enforcement citations and increasing the value of their property.

The Department will continue minor repairs for homeowners with the annual Repair Affair that is funded by the City of Ashland General Fund Budget and local donations.

Actions planned to reduce lead-based paint hazards

The City of Ashland Department of Community and Economic Development has two certified lead base paint risk assessors.

The City of Ashland will comply with HUD's Lead Safe Housing Rule by strictly adhering to the City's implemented Lead Based paint Policy as follows:

All homes that were build pre-1978.

Homebuyer Program- A visual assessment is performed to identify any deteriorated paint at or in excess of de-minimis standards and notification of the results are passed to the homeowner. Paint stabilization utilizing safe work practices by a certified lead base paint risk assessor is required for paint deterioration above di-minimis followed by obtainment of clearance testing.

Rehabilitation Program- A visual assessment is performed to identify any deteriorated paint at or in excess of de-minimis standards and notification of the results are passed to the homeowner. Additional steps are outlined below as it pertains to the funding amount. (Funding amount is per unit rehabilitation hard costs and do not include costs of lead evaluation and reduction.)

\$0.00-\$5,000 "Do no harm" approach. Lead safety requirements cover only the surfaces being disturbed. Presume surfaces contain lead-based paint. Work which disturbs painted surfaces presumed to contain lead-based paint is done using lead safe work practices by RRP Certified Contractor and clearance of the worksite is performed at the end of the job (unless it is a very small "de Minimis" scale project) to ensure that no lead dust hazards remain in the work area.

\$5,001.00-\$25,000.00 Identify and control lead hazards. Identify all lead hazards by performing a lead-

based paint risk assessment. RRP Certified Contractors must control the hazards using interim controls and clearance of the worksite is performed at the end of the job to ensure that no lead dust hazards remain in the work area.

\$25,001.00 or more Identify and abate lead hazards. Identify all lead hazards at the property by performing a risk assessment and then abate all hazards at the property performing a risk assessment and then abate all the hazards. This approach requires a certified abatement contractor to perform the abatement part of the job and clearance of the worksite is performed at the end of the job to ensure that no lead duct hazards remain in the work area.

Actions planned to reduce the number of poverty-level families

The City of Ashland 2020 Analysis of Impediments gave insight into obstacles of obtaining affordable housing, rising above the poverty level, reducing the risk of becoming homeless, and the educational limits. These obstacles and challenges must be understood by local government, service agencies, and the community at large. Transportation, education, jobs, etc. are intertwined in breaking down the obstacles. The City of Ashland is in need of industry to locate within the City or surrounding cities to increase employment opportunities that in turn will reduce the number of poverty level families. The City of Ashland works closely with Ashland Alliance and FIVCO to encourage industry to move to Eastern Kentucky. The City of Ashland Department of Community and Economic Development continually seeks new businesses and employment opportunities for low- and moderate- income persons.

Actions planned to develop institutional structure

The City of Ashland's institution structure is relatively strong. A variety of agencies and organizations will play key roles in the City of Ashland Community Development Block Grant (CDBG) Action Plan. Individual non-profits and service providers will continue to identify area problems and issues. These problems and issues are discussed with the City of Ashland, Community and Economic Development Department and the Department will:

- Provide recommendations to improve local agencies program designs if receiving CDBG funding;
- Pursue close communication among these agencies with housing programs;
- Strengthen partnerships and enhance coordination with Ashland Assisted Housing, Shelter of Hope, Salvation Army and Safe Harbor;
- Participate in conferences and training for housing and service providers; and
- Actively coordinate and cooperate with the local government, consultants and the public in the preparing and implementation of the five-year 2020-2024 Consolidated Plan and subsequent annual

action plans.

Actions planned to enhance coordination between public and private housing and social service agencies

The City of Ashland works closely with community organizations and City departments to identify the needs of public and private housing. Significant planning efforts for the 2020 - 2024 Consolidated Plan have been coordinated through the Department of Community and Economic Development.

Discussion:

The 2020-2024 Consolidated Plan is the foundation setting the goals and objectives of the Community Development Block Grant. All projects and activities must fall under a specific goal and be considered CDBG eligible. As the Coronavirus has changed our community in recent months, CDBG funding, community coordination, and personal responsibility will be crucial to keeping our families safe and overcoming the many economic challenges to come.

Program Specific Requirements

AP-90 Program Specific Requirements – 91.220(l)(1,2,4)

Introduction:

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

Community Development Block Grant Program (CDBG) Reference 24 CFR 91.220(l)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
Total Program Income:	0

Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	70.00%

70% of CDBG funds will be used to benefit low-and moderate-income families for the consecutive Program Years of 2021, 2022, and 2023.

Attachments

Citizen Participation Comments

Action Plan Amendment
Program Year 2023
April 4, 2025

	Name	Title	Agency
1	Jacob Reim	COBG Administrator	COA
2			
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April 4, 2025

Public Hearing for Action Plan Amendment 2 Program Year 2023 / Fiscal Year 2024

Location: Commissioners' Chambers, 1700 Greenup Avenue, Ashland, KY 41101

Attendees:

1. Jacob Risner, Program and Grant Administrator, City of Ashland

Meeting start time: 4:00 p.m.

No comments recorded

Meeting end time: 4:30 p.m.

Name Jacob Risner Date 4.4.25

The Independent

226 Seventeenth Street
Post Office Box 311
Ashland, Kentucky 41105-0311
606 326 2600 • 1 800-955-5860
www.dailyindependent.com

ATTN: JACOB CITY OF ASHLAND COMMUNITY AND ECONOMIC
PO BOX 1839
ACCOUNT IS PAYABLE
ASHLAND KY 41105-1839

NEWSPAPER AFFIDAVIT

I, KIMBERLY PHATT, ADVERTISING COORDINATOR OF THE DAILY INDEPENDENT NEWSPAPER
PUBLISHED IN ASHLAND, AND HAVING THE LARGEST CIRCULATION OF ANY
NEWSPAPER IN THE BOYD COUNTY, KENTUCKY, DO HEREBY CERTIFY THAT FROM
MY OWN KNOWLEDGE AND A CHECK OF THE FILES OF THIS NEWSPAPER THAT THE
FOLLOWING ADVERTISEMENT WAS INSERTED IN THE DAILY INDEPENDENT.

SIGNATURE: Kimberly Phatt

SUBSCRIBED AND SWORN TO BEFORE ME BY THE ABOVE, THIS 5th DAY OF
March, 2025

NOTARY PUBLIC Ashley M Fletcher

MY COMMISSION EXPIRES

Ashley M. Fletcher
Notary Public, Commonwealth of Kentucky
Commission # KYNP00450
Expiration date: 6/15/2028

COMMENTS	EXPIRED DATE	AD CAPTION	# TIMES	AMOUNT
THE DAILY INDEPENDENT 03/05/2025	03/05/2025	BLOCK GRANT	1	884.80

Just Targum, owner of Rumbidzal Mutikani, a pediatrician at Nor-Lea Hospital District's Hobbs Medical Clinic. Katherine Wells, Lubbock's public health

Brownfield Mayor Eric Horton is pro-Trump, he said, but also pro-MMR vaccine. His county was hard-hit by COVID-19, with

Chambers, Third Floor, City Building, 1700 Greenup Avenue, Ashland, Kentucky.

The City of Ashland, through its City Manager and the Fire Chief, reserves the right to accept all or to reject all or any part of the bid should it be deemed to be in the best interest of the City of Ashland.

Published: March 5 & 6, 2023

PUBLIC NOTICE

City of Ashland Community Development Block Grant 2023 Action Plan Amendment

The City of Ashland is a Community Development Block Grant (CDBG) recipient through the U.S. Department of Housing and Urban Development (HUD). The 2023 CDBG Action Plan states the goals and objectives of the City and lists projects proposed for the community. Activities under this program will predominately benefit persons of low-to-moderate income as defined in 24 CFR Part 5. Activities must meet one of the following national objectives: benefit to low-and-moderate-income persons; aid in the prevention or elimination of slum or blight; or meet a need having a particular urgency.

The following amendment reallocates unused funding from the Neighborhood HVAC Replacement project to the Homeowner Rehabilitation project and from the Ensure Adequate and Dependable Facilities goal to the Safe, Adequate, and Affordable Housing goal.

Project Name	Current Allocation	Amendment	New Allocation	% Change
The Neighborhood HVAC Replacement	\$131,000.00	-\$47,000.00	\$84,000.00	31.35%
Homeowner Rehabilitation	\$51,000.00	\$47,000.00	\$98,000.00	94.05%
Total	\$200,000.00	\$0.00	\$200,000.00	0.00%

Goal Name	Current Allocation	Amendment	Amended Allocation	% Change
Ensure Adequate and Dependable Facilities	\$928,035.00	-\$47,000.00	\$881,035.00	-5.07%
Safe, Adequate, and Affordable Housing	\$176,435.00	\$47,000.00	\$223,435.00	31.49%
Total	\$967,348.00	\$0.00	\$967,348.00	0.00%

The proposed 2023 CDBG Action Plan Amendment is available for review at the following locations:

1. Ashland City Building, Room 208, 1700 Greenup Avenue, Ashland, KY 41101
2. Ashland Transportation Center, 99 15th Street, Ashland, KY 41101
3. The Boyd County Public Library, 1740 Central Avenue, Ashland, KY 41101
4. The City of Ashland website at www.ashlandky.gov

The Department of Community and Economic Development will receive comments concerning the 2023 CDBG Action Plan Amendment for thirty (30) days beginning March 6, 2023 and ending April 4, 2023.

Please submit any written or oral comments on the plan to Jacob Rivers, Program and Grant Administration.

By Phone: (606) 385-3324

By Email: jrivers@ashlandky.gov

By Mail: PO Box 1839, Ashland, KY 41101

In Person: 1700 Greenup Avenue, Room 208, Ashland, KY 41101

Comments will also be taken at a public hearing on April 4, 2023 at 4:00 p.m. The hearing will take place at the Ashland City Building, Commissioners' Chambers, Room 206, 1700 Greenup Avenue, Ashland, KY 41101.

Copies of the Action Plan will be provided to citizens and groups upon request and free of charge. Copies may also be converted to electronic media, Spanish, and large print for the visually impaired and be delivered to homebound persons upon request.

Published: March 5, 2023

Grantee Unique Appendices

City of Ashland
Community Development Block Grant
Annual Action Plan Substantial Amendment
Program Year 2023 / Fiscal Year 2024

Project Name	Current Allocation	Amendment	Amended Allocation	Percent Change
The Neighborhood HVAC Replacement	\$150,000.00	(\$47,026.00)	\$102,974.00	-31.35%
Homeowner Rehabilitation	\$50,000.00	\$47,026.00	\$97,026.00	94.05%
Total	\$200,000.00	\$0.00	\$200,000.00	0.00%

Goal Name	Current Allocation	Amendment	Amended Allocation	Percent Change
Ensure Adequate and Dependable Facilities	\$828,935.00	(\$47,026.00)	\$781,909.00	-5.67%
Safe, Adequate, and Affordable Housing	\$138,413.00	\$47,026.00	\$185,439.00	33.98%
Total	\$967,348.00	\$0.00	\$967,348.00	0.00%

Purpose:

This amendment reallocates \$47,026.00 from the The Neighborhood HVAC Replacement project to the Homeowner Rehabilitation project as well as from the Ensure Adequate and Dependable Facilities goal to the Safe, Adequate, and Affordable Housing goal. These final cost of HVAC replacement at The Neighborhood was \$47,026.00 less than the budget.

Grantee SF-424's and Certification(s)

OMB Number: 4340-0044
Expiration Date: 11/30/2025

Application for Federal Assistance SF-424		
*1. Type of Submission ☐ Preapplication ☒ Application ☐ Changed/Corrected Application *2. Type of Application: ☒ New ☐ Continuation ☐ Revision *3. Revision, select appropriate letter(s): *Other (Specify): 		
*4. Date Received:		
a. Applicant Identifier b. Federal Entity Identifier c. Federal Award Identifier 		
State Use Only: 6. Date Received by State: 7. State Application Identifier:		
8. APPLICANT INFORMATION:		
a. Legal Name:		
b. Employer/Taxpayer Identification Number (EIN/TIN): c. UEI: 		
d. Address:		
* Street1: * Street2: * City: * County/Parish: * State: * Province: * Country: * Zip / Postal Code:		
e. Organizational Unit:		
Department Name: Division Name: 		
9. Name and contact information of person to be contacted on matters involving this application:		
Prefix: * First Name: Middle Name: * Last Name: Suffix:		
Title:		
Organizational Address:		
* Telephone Number: Fax Number:		
* Email:		

Application for Federal Assistance SF-424	
* 9. Type of Applicant 1: Select Applicant Type: Community Development Block Grant	
Type of Applicant 2: Select Applicant Type: 	
Type of Applicant 3: Select Applicant Type: 	
* Other (Specify): 	
* 10. Name of Federal Agency: Department of Housing and Urban Development	
11. Catalog of Federal Domestic Assistance Number: 	
CDA Title: 	
* 12. Funding Opportunity Number: H 23-000-0000	
* Title: Community Development Block Grant	
13. Competition Identification Number: 	
Title: 	
14. Areas Affected by Project (Cities, Counties, States, etc.): Add Attachment Delete Attachment View Attachment	
* 15. Descriptive Title of Applicant's Project: The primary objective of the 2022 Action Plan is to develop sustainable neighborhoods through improved housing, infrastructure, and economic conditions for low-to-moderate-income areas and persons.	
Attach supporting documents as specified in agency instructions: Add Attachments Delete Attachments View Attachments	

Application for Federal Assistance SF-424	
16. Congressional District (C):	
* a. Applicant:	* b. Program/Project:
Attach an additional list of Program/Project Congressional Districts if needed.	
	Add Attachment Delete Attachment View Attachments
17. Proposed Project:	
* a. Start Date: 07/01/2023	* b. End Date: 05/30/2024
18. Estimated Funding (\$):	
* a. Federal:	515,911.00
* b. Applicant:	
* c. State:	
* d. Local:	
* e. Other:	
* f. Program Income:	
* g. TOTAL:	515,911.00
19. Is Application Subject to Review By State Under Executive Order 12372 Process? ☐ a. This application was made available to the State under the Executive Order 12372 Process for review on ☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review. ☒ c. Program is not covered by E.O. 12372.	
20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.) ☐ Yes ☒ No If "Yes" provide explanation and attach: Add Attachment Delete Attachment View Attachments	
21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil or administrative penalties. (U.S. Code, Title 18, Section 1001) ☒ I AGREE ** The list of certifications and assurances, as an attached file where you may obtain this list, is contained in the announcement or agency specific instructions.	
Authorized Representative:	
Prefix: Mr. * First Name: Matthew Middle Name: * Last Name: Franklin Suffix: * Title: Mayor * Telephone Number: 800-285-3268 Fax Number: * Email: mfranklin@cityofhickory.org * Signature of Authorized Representative:  * Date Signed: 05/25/2023	

ASSURANCES - CONSTRUCTION PROGRAMS

OMB Number: 4040-0009
Expiration Date: 02/28/2025

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial, and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progress reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§1601 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681, 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794) which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§5101-5107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-253), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§528 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VII of the Civil Rights Act of 1964 (42 U.S.C. §§2001 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

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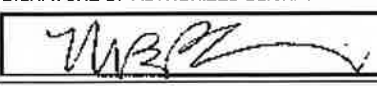
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Standard Form 424D (Rev. 7-97)
Prescribed by OMB Circular A-102

Annual Action Plan
2023

75

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-640) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§ 501-1508 and 7524-7528) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§ 276a-1 to 276a-7), the Copeland Act (40 U.S.C. § 279c and 18 U.S.C. § 674), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-330) regarding labor standards for federally-assisted construction subagreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11980; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.); (f) conformity of Federal actions to State (Clean Air) implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§ 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1988, as amended (16 U.S.C. § 470); EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§ 468a-1 et seq.).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1995 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
20. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from: (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect; (2) Procuring a commercial sex act during the period of time that the award is in effect; or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
	Mayor
APPLICANT ORGANIZATION	DATE SUBMITTED
City of Ashland	5-25-23

SF-424D (Rev. 7-87) Back

CERTIFICATIONS

In accordance with the applicable statutes and the regulations governing the consolidated plan regulations, the jurisdiction certifies that:

Affirmatively Further Fair Housing --The jurisdiction will affirmatively further fair housing.

Uniform Relocation Act and Anti-displacement and Relocation Plan -- It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, (42 U.S.C. 4601-4655) and implementing regulations at 49 CFR Part 24. It has in effect and is following a residential anti-displacement and relocation assistance plan required under 24 CFR Part 42 in connection with any activity assisted with funding under the Community Development Block Grant or HOME programs.

Anti-Lobbying --To the best of the jurisdiction's knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

3. It will require that the language of paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Authority of Jurisdiction --The consolidated plan is authorized under State and local law (as applicable) and the jurisdiction possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations.

Consistency with plan --The housing activities to be undertaken with Community Development Block Grant, HOME, Emergency Solutions Grant, and Housing Opportunities for Persons With AIDS funds are consistent with the strategic plan in the jurisdiction's consolidated plan.

Section 3 -- It will comply with section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR Part 75.



Signature of Authorized Official

5-25-23

Date


Title

Specific Community Development Block Grant Certifications

The Entitlement Community certifies that:

Citizen Participation -- It is in full compliance and following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.105.

Community Development Plan -- Its consolidated plan identifies community development and housing needs and specifies both short-term and long-term community development objectives that have been developed in accordance with the primary objective of the CDBG program (i.e., the development of viable urban communities, by providing decent housing and expanding economic opportunities, primarily for persons of low and moderate income) and requirements of 24 CFR Parts 91 and 570.

Following a Plan -- It is following a current consolidated plan that has been approved by HUD.

Use of Funds -- It has complied with the following criteria:

1. **Maximum Feasible Priority.** With respect to activities expected to be assisted with CDBG funds, it has developed its Action Plan so as to give maximum feasible priority to activities which benefit low- and moderate-income families or aid in the prevention or elimination of slums or blight. The Action Plan may also include CDBG-assisted activities which the grantee certifies are designed to meet other community development needs having particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available (see Optional CDBG Certification).

2. **Overall Benefit.** The aggregate use of CDBG funds, including Section 108 guaranteed loans, during program year(s) **2023** [a period specified by the grantee of one, two, or three specific consecutive program years], shall principally benefit persons of low and moderate income in a manner that ensures that at least 70 percent of the amount is expended for activities that benefit such persons during the designated period.

3. **Special Assessments.** It will not attempt to recover any capital costs of public improvements assisted with CDBG funds, including Section 108 loan guaranteed funds, by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements.

However, if CDBG funds are used to pay the proportion of a fee or assessment that relates to the capital costs of public improvements (assisted in part with CDBG funds) financed from other revenue sources, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds.

In addition, in the case of properties owned and occupied by moderate-income (not low-income) families, an assessment or charge may be made against the property for public improvements financed by a source other than CDBG funds if the jurisdiction certifies that it lacks CDBG funds to cover the assessment.

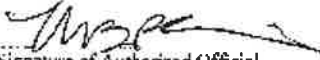
Excessive Force -- It has adopted and is enforcing:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

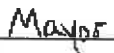
Compliance with Anti-discrimination laws -- The grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) and the Fair Housing Act (42 U.S.C. 3601-3619) and implementing regulations.

Lead-Based Paint -- Its activities concerning lead-based paint will comply with the requirements of 24 CFR Part 35, Subparts A, B, J, K and R.

Compliance with Laws -- It will comply with applicable laws.


Signature of Authorized Official

5-25-23
Date


Title

OPTIONAL Community Development Block Grant Certification

Submit the following certification only when one or more of the activities in the action plan are designed to meet other community development needs having particular urgency as specified in 24 CFR 570.208(e):

The grantee hereby certifies that the Annual Plan includes one or more specifically identified CDBG-assisted activities which are designed to meet other community development needs having particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community and other financial resources are not available to meet such needs.


Signature of Authorized Official

5-25-23
Date

Mayor
Title

Specific HOME Certifications

The HOME participating jurisdiction certifies that:

Tenant Based Rental Assistance -- If it plans to provide tenant-based rental assistance, the tenant-based rental assistance is an essential element of its consolidated plan

Eligible Activities and Costs -- It is using and will use HOME funds for eligible activities and costs, as described in 24 CFR §§92.205 through 92.209 and that it is not using and will not use HOME funds for prohibited activities, as described in §92.214.

Subsidy layering -- Before committing any funds to a project, it will evaluate the project in accordance with the guidelines that it adopts for this purpose and will not invest any more HOME funds in combination with other Federal assistance than is necessary to provide affordable housing;

N/A
Signature of Authorized Official

Date

Title

Emergency Solutions Grants Certifications

The Emergency Solutions Grants Program recipient certifies that:

Major rehabilitation/conversion/renovation -- If an emergency shelter's rehabilitation costs exceed 75 percent of the value of the building before rehabilitation, the recipient will maintain the building as a shelter for homeless individuals and families for a minimum of 10 years after the date the building is first occupied by a homeless individual or family after the completed rehabilitation.

If the cost to convert a building into an emergency shelter exceeds 75 percent of the value of the building after conversion, the recipient will maintain the building as a shelter for homeless individuals and families for a minimum of 10 years after the date the building is first occupied by a homeless individual or family after the completed conversion.

In all other cases where ESG funds are used for renovation, the recipient will maintain the building as a shelter for homeless individuals and families for a minimum of 5 years after the date the building is first occupied by a homeless individual or family after the completed renovation.

Essential Services and Operating Costs -- In the case of assistance involving shelter operations or essential services related to street outreach or emergency shelter, the recipient will provide services or shelter to homeless individuals and families for the period during which the ESG assistance is provided, without regard to a particular site or structure, so long the recipient serves the same type of persons (e.g., families with children, unaccompanied youth, disabled individuals, or victims of domestic violence) or persons in the same geographic area.

Renovation -- Any renovation carried out with ESG assistance shall be sufficient to ensure that the building involved is safe and sanitary.

Supportive Services -- The recipient will assist homeless individuals in obtaining permanent housing, appropriate supportive services (including medical and mental health treatment, victim services, counseling, supervision, and other services essential for achieving independent living), and other Federal, State, local, and private assistance available for these individuals.

Matching Funds -- The recipient will obtain matching amounts required under 24 CFR 576.201.

Confidentiality -- The recipient has established and is implementing procedures to ensure the confidentiality of records pertaining to any individual provided family violence prevention or treatment services under any project assisted under the ESG program, including protection against the release of the address or location of any family violence shelter project, except with the written authorization of the person responsible for the operation of that shelter.

Homeless Persons Involvement -- To the maximum extent practicable, the recipient will involve, through employment, volunteer services, or otherwise, homeless individuals and families in constructing, renovating, maintaining, and operating facilities assisted under the ESG program, in providing services assisted under the ESG program, and in providing services for occupants of facilities assisted under the program.

Consolidated Plan -- All activities the recipient undertakes with assistance under ESG are consistent with its consolidated plan.

Discharge Policy – The recipient will establish and implement, to the maximum extent practicable and where appropriate, policies and protocols for the discharge of persons from publicly funded institutions or systems of care (such as health care facilities, mental health facilities, foster care or other youth facilities, or correction programs and institutions) in order to prevent this discharge from immediately resulting in homelessness for these persons.

N/A
Signature of Authorized Official

Date

Title

Housing Opportunities for Persons With AIDS Certifications

The HOPWA grantee certifies that:

Activities -- Activities funded under the program will meet urgent needs that are not being met by available public and private sources.

Building -- Any building or structure assisted under that program shall be operated for the purpose specified in the consolidated plan:

1. For a period of not less than 10 years in the case of assistance involving new construction, substantial rehabilitation, or acquisition of a facility,
2. For a period of not less than 3 years in the case of assistance involving non-substantial rehabilitation or repair of a building or structure.

N/A
Signature of Authorized Official

Date

Title

APPENDIX TO CERTIFICATIONS

INSTRUCTIONS CONCERNING LOBBYING CERTIFICATION:

Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

AGENDA ITEM: _____

DATE: _____

**CITY OF ASHLAND
REQUEST FOR COMMISSION ACTION (RCA)**

Date Submitted: 11/10/25	Date Requested: 11/20/25
Type of Action Requested	Subject
☐ Resolution ☒ Ordinance ☐ Formal Action/Motion ☐ Public Hearing ☐ Other	M&J Café CDBG Business Loan Amendment

RECOMMENDATION:

The Department of Community and Economic Development requests to amend the agreement with M&J Café for the Business Loan Program.

DISCUSSION:

The following provision will be added to the agreement: "The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.) and all other applicable Federal, state, and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 et seq.) and its implementing regulations of the U.S. Department of Labor at 29 CFR 5. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request."

FISCAL IMPACT:

Business Loan Budget: \$50,000 (pending budget adjustment)

Reviewed by
Finance Director: _____

Reviewed by
Legal: _____

ALTERNATIVES:

Prepared by:

Recommended by:

Approved by:


Jacob Risner
Grant Administrator


Chris Pullem
CED Director

Tony Grubb
City Manager

ORDINANCE NO. _____, 2025

AN ORDINANCE OF THE CITY OF ASHLAND, KENTUCKY, AMENDING MINORITY LOAN NO. 2025-M-001 DOCUMENTS ORIGINALLY ADOPTED BY ORDINANCE NO. 18, SERIES OF 2025, TO M&J'S ROLLING CAFÉ, LLC IN THE AMOUNT OF \$50,000.00 TO BE PAID FROM COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS AND AUTHORIZING CHUCK D. CHARLES, MAYOR, TO EXECUTE THE AMENDED LOAN DOCUMENTS.

* * * * *

WHEREAS, Minority Loan No. 2025-M-001 to M & J's Rolling Café, LLC was approved by Ordinance No. 18, Series of 2025, and

WHEREAS, the original loan documents must be amended in order to add certain provisions;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF ASHLAND, KENTUCKY:

SECTION 1. That the Board of Commissioners of the City of Ashland, Kentucky, hereby approves the **AMENDED** Minority Loan Agreement No. 2025-M-001 to M&J's Rolling Café, LLC in the amount of \$50,000.00 from Community Development Block Grant (CDBG) funds for the installation of a hood and fire suppression system and purchase of non-fixtured operating equipment. Said loan is made to assist viable programs that support low- to moderate-income persons in Ashland.

SECTION 2. The Mayor of the City of Ashland, Kentucky is hereby authorized and directed to execute any and all documents relating to the loan.

SECTION 3. All ordinances and parts of ordinances in conflict herewith, to the extent of such conflict only, are hereby repealed.

SECTION 4. This ordinance shall be in full force and effect from and after its adoption, readoption and publication, as required by law.

SECTION 5. It is hereby authorized that publication of this Ordinance be in summary form.

MAYOR

ATTEST:

CITY CLERK

ADOPTED BY THE BOARD OF COMMISSIONERS: _____
READOPTED BY THE BOARD OF COMMISSIONERS: _____
PUBLISHED: _____

REQUESTED/SPONSORED BY: CHRIS PULLEM, DIRECTOR
COMMUNITY & ECONOMIC DEVELOPMENT

/ordinance/Minority Loan Agreement.M&J

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
MINORITY LOAN AGREEMENT

AMENDMENT

THIS COMMUNITY DEVELOPMENT BLOCK GRANT MINORITY LOAN AGREEMENT ("Agreement") is made and entered into on _____, 2025, by and between M&J's Rolling Café, LLC ("Borrower"), a Kentucky Limited Liability Company with its principal place of business at 1212 Bath Avenue, Ashland, Kentucky 41101 and the City of Ashland, Kentucky, a municipal corporation of the Home Rule Class, ("Lender"), having its office at 1700 Greenup Avenue, Ashland, Kentucky 41101.

WHEREAS, Lender operates a program offering capital and fixed assets loans to minority businesses located within the City of Ashland in order to promote economic development and the creation and retention of jobs within the City of Ashland;

WHEREAS, Borrower operates a business within the City of Ashland and otherwise qualifies for a loan pursuant to Lender's program;

WHEREAS, Borrower has or will apply to Lender for an "Economic Development Woman (Women) Owned or Ethnic Owned Minority Business Program" loan.

NOW, THEREFORE, in consideration of the foregoing premises and the terms and conditions stated in this Agreement, and for other good and valuable consideration, the parties agree to the following:

1. ECONOMIC DEVELOPMENT CDBG MINORITY LOAN. Lender hereby extends to Borrower an Economic Development CDBG Minority Loan in the principal amount of Fifty Thousand Dollars and Zero Cents (\$50,000.00). Borrower shall execute and deliver to Lender a Note (the "Note") upon such terms as Lender deems necessary to evidence the loan. The Note shall be payable as a five-year (60 month) forgivable loan. Each year that the business is in operation and in compliance with all of the terms and representations of this Agreement and the Promissory Note executed in conjunction herewith, twenty percent (20%) of the principal amount of the loan shall be forgiven. In the event of a default in Borrower's obligations, the pro-rated remaining principal balance of the loan shall become immediately due and payable with interest at the rate of twenty percent (20%) per annum. Borrower's obligations pursuant to this Agreement, the Note, and any other agreements or documents executed pursuant to this Agreement (the "Related Documents") are collectively referred to herein as "the Loan."

2. PERIODIC REVIEW OF LOAN. Lender shall review the Loan periodically. In the event that any review reflects noncompliance with the terms of this Agreement or any Related Document, Lender may declare the entire outstanding balance on the Note due and payable and exercise its remedies pursuant to the default provisions of this Agreement or any Related Documents.

3. SECURITY. As security for the performance and satisfaction of the Note and the Loan, Borrower shall, and does hereby assign to Lender all of its right, title, claim and interest in, and grants to Lender a lien upon and security interest in the following, wherever located, whether now owned or hereafter acquired, together with all additions and accessions thereto, and all replacements, substitutions and proceeds thereof (hereinafter, the “Collateral”):

- a. all such personal property and equipment purchased with loan proceeds as is in Paragraph 6.3 of this Agreement.

4. PRIORITY OF LIENS. The Lender’s security interest in the Collateral shall be first and prior and shall survive termination of this Agreement until all obligations of Borrower have been fulfilled and satisfied. Borrower authorizes Lender to manually or electronically file this Agreement, any financing statements, mortgages, or any other documents or agreements in order to perfect Lender’s interests under this Agreement and in the Collateral. Borrower, upon request of Lender, shall execute such documents, including mortgages and financing statements, as are necessary to perfect and maintain perfection of Lender’s security interest in the Collateral.

5. REPRESENTATIONS AND WARRANTIES. Borrower represents and warrants to Lender, as of the date of the Agreement, as of the date of any renewal, extension or modification of this loan, and at all times any indebtedness exists pursuant to the Loan, the following:

- 5.1** Borrower has its principal place of business in the City of Ashland, Kentucky. Borrower is duly authorized to conduct business in the Commonwealth of Kentucky. Borrower has a valid business privilege license for the City of Ashland and is current in all payments of employment and property taxes payable to the City of Ashland, Kentucky,
- 5.2** That the majority interest in Borrower is held by a woman or ethnic minority and will continue to be so held for the duration of this CDBG Minority Loan Agreement.
- 5.3** Borrower shall, within ninety (90) days of the receipt of funds pursuant to this Agreement, create not less than one new employee position for each Twenty-Five Thousand Dollars (\$25,000.00) of funds received pursuant to this Agreement, with first consideration for such employment given to low or moderate-income persons.
- 5.4** Borrower shall retain each employee position created pursuant to this Agreement for the duration of the term of the Promissory Note executed as part of this Agreement.
- 5.5** Borrower will make and keep accurate records with respect to the funds disbursed pursuant to this Agreement and will allow representatives of the Lender to inspect the same upon request.

- 5.6** Borrower is duly authorized to transact business in all other states in which Borrower is doing business, having obtained all necessary filings, governmental licenses and approvals for each state in which Borrower is doing business. Borrower has the full power and authority to own its properties and to transact the business in which it is presently engaged or presently proposes to engage. Borrower maintains its principal office at the location identified in the first paragraph of this Agreement. Unless Borrower has designated otherwise in writing, this is the principal office at which Borrower keeps its books and records including its records concerning the Collateral. Borrower will notify Lender of any change in the location of Borrower's principal office. Borrower shall do all things necessary to preserve and to keep in full force and effect its existence, rights and privileges, and shall comply with all regulations, rules, ordinances, statutes, orders and decrees of any governmental or quasi-governmental authority or court applicable to Borrower and Borrower's business activities.
- 5.7** Borrower has filed or recorded all documents or filings required by law relating to all assumed business names used by Borrower. Except as identified in the first paragraph of this Agreement, there are no assumed business names under which Borrower does business.
- 5.8** Borrower's execution, delivery, and performance of this Agreement and all the Related Documents have been duly authorized by all necessary action by Borrower and do not conflict with, result in a violation of, or constitute a default under (1) any provision of Borrower's Articles of Incorporation or organizational documents, or bylaws, or any agreement or other instrument binding upon Borrower or (2) any law, governmental regulation, court decree, or order applicable to Borrower or to Borrower's properties.
- 5.9** The financial statements, including any schedules and notes thereto, provided and to be provided to Lender truly by Borrower have been prepared in accordance with generally accepted accounting principles, consistently applied, and fully and fairly represent the financial condition of the parties shown therein as the dates of those statements and the results of operations for the periods covered by those statements, and there have been no material adverse changes in the financial condition or business of Borrower as reflected in those financial statements.
- 5.10** This Agreement and any instrument or agreement Borrower is required to give under this Agreement when delivered will constitute legal, valid, and binding obligations of Borrower enforceable against Borrower in accordance with their respective terms.
- 5.11** No litigation, claim, investigation, administrative proceeding or similar action (including those for unpaid taxes) against Borrower is pending or threatened, and no other event has occurred which may materially adversely affect Borrower's financial condition or Borrower's properties, other than litigation, claims, or other events, if any, that have been disclosed to and acknowledged by Lender in writing.

- 5.12** To the best of Borrower's knowledge, all of Borrower's tax returns and reports that are or were required to be filed, have been filed, and all taxes, assessments and other governmental charges have been paid in full.
- 5.13** Each consent, approval or authorization of any person or entity or authority required to be obtained or effected by Borrower in connection with the execution and delivery of this Agreement and the Related Documents or the undertakings or performance of obligations there under, has been properly obtained and is effective.
- 5.14** This Agreement and all Related Documents are binding upon the signers thereof, as well as upon their successors, representatives and assigns, and are legally enforceable in accordance with their respective terms.
- 5.15** The Collateral Documents create a valid, enforceable and perfected first priority lien on the Collateral and are enforceable against all third parties in all jurisdictions securing the payment of all Obligations purported to be secured thereby, and all action required to perfect fully such Lien so constituted will have been taken and completed prior to funding of the Loan. There are no Liens on any of the Collateral other than the Lien of Lender granted under the Loan Documents, or the Permitted Exceptions. The Collateral is free from all delinquent charges, rents, taxes and assessments and from any past due obligations for sales and payroll taxes and wages.

6. AFFIRMATIVE COVENANTS. Borrower covenants and agrees with Lender that, so long as this Agreement remains in effect and until the Note and the Obligations of the Borrower have been paid and satisfied, Borrower will:

- 6.1** Promptly inform Lender in writing of (1) all material adverse changes in Borrower's financial condition, and (2) all existing and all threatened litigation, claims, investigations, administrative proceedings or similar actions affecting Borrower which could materially affect the financial condition of Borrower, or Borrower's ability to fulfill its obligations pursuant to the Loan and the Related Documents.
- 6.2** Maintain fire and other risk insurance, public liability insurance, workers compensation insurance, such other insurance as Lender may require with respect to the Collateral, Borrower's properties and operations, in form, amounts, coverages and with insurance companies acceptable to Lender. Borrower, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least thirty (30) days prior written notice to Lender. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Borrower or any other person. In connection with all policies covering assets in which Lender holds or is offered a security interest, Borrower will provide Lender with such loss payable or other endorsements as Lender may require.

- 6.3 All Loan proceeds received pursuant to this Agreement shall be used solely for purchase of the specific fixed assets to be used in Borrower's business operations within the City of Ashland as contained in its application for the loan, when practicable Borrower shall purchase from local sources, to wit:

Installation of a hood and fire suppression system

Operating Equipment, including but not limited to:

Refrigerators
Freezers
Ice Machines
Prep Tables
Fryers
Ovens
Toasters
Microwaves
Slicers
Grinders
Espresso Machines
Display Cases, etc.

- 6.4 Pay and discharge when due all of its indebtedness and obligations, including without limitation all assessments, taxes, governmental charges, levies and liens, of every kind and nature, imposed upon Borrower or its properties, income, or profits, prior to the date on which penalties would attach, and all lawful claims that, if unpaid, might become a lien or charge upon any of Borrower's properties, income, or profits.
- 6.5 Permit employees or agents of Lender at any reasonable time to inspect any and all Collateral and Borrower's other properties and to examine or audit Borrower's books, accounts, and records and to make copies and memoranda of Borrower's books.
- 6.6 Not move the location of its restaurant business outside the city limits of the City of Ashland, Kentucky during the term of the loan.

7. **NEGATIVE COVENANTS.** Borrower covenants and agrees with Lender that, so long as this Agreement remains in effect and until the Loan and Note have been paid and satisfied, Borrower shall not, without the prior written consent of Lender:

- 7.1 Sell, transfer, mortgage, assign, pledge, lease, grant a security interest in, or encumber any of the Collateral.
- 7.2 (1) sell, exchange, transfer or otherwise dispose of any of Borrower's property, except in the normal course of business; (2) sell, exchange, transfer, lease or otherwise dispose of all or any substantial part of its capital assets; (3) make any payments upon or transfer any assets in satisfaction, in whole or in part, of any

indebtedness subordinated to the Indebtedness or any other indebtedness owing to Lender; (4) consolidate with or merge into any other business concern or permit any other business concern to consolidate with or merge into Borrower; or (5) allow the sale, assignment, pledge, encumbrance or transfer to a third party any of the voting stock, partnership interests or ownership interests (as the case may be) of Borrower without the prior written consent of Lender.

8. DEFAULT. Each of the following shall constitute an Event of Default under this Agreement:

- 8.1** Borrower fails to make any payment when due under the Note.
- 8.2** Borrower fails to comply with or to perform any other term, obligation, covenants or condition contained in this Agreement or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or conditions contained in any other agreement between Lender and Borrower.
- 8.3** Any warranty, representation or statement made or furnished to Lender by Borrower or on Borrower's behalf under this Agreement or the Related Documents that is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.
- 8.4** The dissolution or termination of Borrower's existence as a going business, the insolvency of Borrower, the appointment of a receiver for any part of Borrower's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower.

9. REMEDIES IN EVENT OF DEFAULT. If any Event of Default shall occur, except where otherwise provided in this Agreement or the Related Documents, all commitments and obligations of Lender under this Agreement or the Related Documents or any other agreement immediately will terminate (including any obligation to make further Advances or disbursements), and, at Lender's option, all indebtedness, including but not limited to amounts owed pursuant to the Note, immediately will become due and payable, all without notice of any kind to Borrower, except that in the case of an Event of Default of the type described in the "Insolvency" subsection above, such acceleration shall be automatic and not optional. In addition, Lender shall have all the rights and remedies provided in the Related Documents or available at law, in equity, or otherwise, including but not limited to enforcing its security interest in any or all of the Collateral referred to in this Agreement. Except as may be prohibited by applicable law, all of Lender's rights and remedies shall be cumulative and may be exercised singularly or concurrently. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Borrower shall not affect Lender's right to declare a default and to exercise its rights and remedies.

10. LENDER'S EXPENDITURES. If any action or proceeding is commenced that

would materially affect Lender's interest in the Collateral or if Borrower fails to comply with any provision of this Agreement or any Related Documents, including but not limited to Borrower's failure to discharge or pay when due any amounts Borrower is required to discharge or pay under this Agreement or any Related Documents, Lender on Borrower's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on any Collateral and paying all costs for insuring, maintaining and preserving any Collateral. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Borrower. All such expenses will become a part of the indebtedness owed to Lender and, at Lender's option, will (A) be payable on demand; and/or (B) be added to the balance of the Note.

11. MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Agreement:

- 11.1** This Agreement, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.
- 11.2** Borrower agrees to pay upon demand all of Lender's costs and expenses, including Lender's reasonable attorneys' fees and Lender's legal expenses, incurred in connection with the enforcement of this Agreement or any Related Documents. Lender may hire or pay someone else to help enforce this Agreement or any Related Documents, and Borrower shall pay the costs and expenses of such enforcement. Costs and expenses include Lender's reasonable attorneys' fees and legal expenses whether or not there is a lawsuit, including reasonable attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. Borrower also shall pay all court costs and such additional fees as may be directed by the court.
- 11.3** Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of this Agreement.
- 11.4** This Agreement will be governed by, construed and enforced in accordance with the laws of the Commonwealth of Kentucky. This Agreement has been accepted by Lender in the Commonwealth of Kentucky.
- 11.5** If there is a lawsuit, Borrower agrees upon Lender's request to submit to the jurisdiction of the courts of Boyd County, Commonwealth of Kentucky.
- 11.6** Lender shall not be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by Lender. No delay or omission on the

part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Agreement shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by Lender, nor any course of dealing between Lender and Borrower, shall constitute a waiver of any of Lender's rights or of any of Borrower's obligations as to any future transactions. Whenever the consent of Lender is required under this Agreement, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

- 11.7** Any notice required to be given under this Agreement shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, or registered mail postage prepaid, directed to the addresses shown near the beginning of this Agreement. Any party may change its address for notices under this Agreement by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Borrower agrees to keep Lender informed at all times of Borrower's current address. Unless otherwise provided or required by law, if there is more than one Borrower, any notice given by Lender to any Borrower is deemed to be notice given to all Borrowers.
- 11.8** If a court of competent jurisdiction finds any provision of this Agreement to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Agreement. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Agreement shall not affect the legality, validity or enforceability of any other provision of this Agreement.
- 11.9** All covenants and agreements contained by or on behalf of Borrower shall bind Borrower's successors and assigns and shall inure to the benefit of Lender and its successors and assigns. Borrower shall not, however, have the right to assign Borrower's rights under this Agreement or any interest therein, without the prior written consent of Lender.
- 11.10** Borrower understands and agrees that in extending the Loan, Lender is relying on all representations, warranties, and covenants made by Borrower in this Agreement or in any certificate or other instrument delivered by Borrower to Lender under this Agreement or the Related Documents. Borrower further agrees that regardless of any investigation made by Lender, all such representations, warranties and covenants

will survive the Loan and delivery to Lender of the Related Documents, shall be continuing in nature, and shall remain in full force and effect until such time as Borrower's indebtedness shall be paid in full, or until this Agreement shall be terminated, whichever is the last to occur.

11.11 Time is of the essence in the performance of this Agreement.

11.12 Waive Jury. ALL PARTIES TO THIS AGREEMENT HEREBY WAIVE THE RIGHT TO ANY JURY TRIAL IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM BROUGHT BY ANY PARTY AGAINST ANY OTHER PARTY.

11.13 The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.) and all other applicable Federal, state, and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 et seq.) and its implementing regulations of the U.S. Department of Labor at 29 CFR 5. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

BORROWER ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS BUSINESS LOAN AGREEMENT AND BORROWER AGREES TO ITS TERMS. THIS BUSINESS LOAN AGREEMENT IS DATED _____, 2025.

BORROWER:

M&J’S ROLLING CAFÉ, LLC

ATTEST:

BY: _____
MARCO CASTRO, MEMBER

BY: _____

M&J’S ROLLING CAFÉ, LLC

ATTEST:

BY: _____
VIRGINIA CASTRO, MEMBER

BY: _____

STATE OF KENTUCKY :

COUNTY OF _____ :

Acknowledged, subscribed and sworn to before me by Marco Castro and Virginia Castro on behalf of M&J's Rolling Café, LLC on this _____ day of _____ 2025.

NOTARY PUBLIC

My Commission Expires:

ID #:

LENDER:

CITY OF ASHLAND, KENTUCKY

BY: _____

ITS: MAYOR

STATE OF KENTUCKY :

COUNTY OF _____ :

Acknowledged, subscribed and sworn to before me by Chuck D. Charles, Mayor, on behalf of the City of Ashland, Kentucky on this _____ day of _____ 2025.

NOTARY PUBLIC

My Commission Expires:

ID #:

PROMISSORY NOTE

_____, 2025

\$50,000.00 (Fifty Thousand Dollars)

M&J'S Rolling Cafe, LLC ("Maker")

FOR VALUE RECEIVED, the undersigned, M&J's Rolling Cafe, LLC, pursuant to the terms, conditions and obligations set out in the Community Development Block Grant (CDBG) Minority Loan Agreement (the "Agreement") between the parties attached as Exhibit "A" and incorporated by reference herein, promises to pay to the order of the City of Ashland, Kentucky the principle sum of \$50,000.00 (Fifty Thousand Dollars and Zero Cents).

PAYMENT OF PRINCIPAL. The principal balance of this note shall be forgiven at the rate of 20% of the principal balance per year for each year that the Maker continues to comply with all of the terms and conditions of the "Agreement." At the conclusion of five years without default in the terms of the "Agreement" or acceleration, the principal balance of this note shall be forgiven in full.

PREPAYMENT. If the Maker determines that the Maker cannot adhere to the terms, conditions and obligations enumerated in the Agreement, the Maker shall have the right at any time to prepay or repay the amounts extended to the Maker under this Note in whole or in part without a formal determination of default. If the Maker is unable to pay the prorated amounts due and owing in full, then the remaining unpaid principle due shall bear interest at the rate of 20% per annum until paid in full.

REMEDIES. No delay or omission on part of the Lender in exercising any right hereunder shall operate as a waiver of any such right or of any other right of such Lender, nor shall any delay, omission or waiver on any one occasion be deemed a bar to or waiver of the same or any other right on any future occasion. The rights and remedies of the Lender shall be cumulative and may be pursued singly, successively, or together, in the sole discretion of the Lender.

EVENTS OF ACCELERATION. The occurrence of any of the following shall constitute an "Event of Acceleration" by Lender under this Note:

(a) Maker's failure to adhere to or breach of any of the terms, conditions or obligations enumerated in the Agreement or in the Promissory Note.

(b) Maker becoming insolvent or not paying any of its other debts associated with its business as they become due.

ACCELERATION. Upon the occurrence or non-occurrence of an event which is breach of the terms, conditions or obligations of the Agreement, Lender shall have the right in its sole and absolute discretion to accelerate any and all payments due hereunder, and in addition to any other rights and remedies that Lender may have, Lender shall have the right, at its sole and exclusive option, to declare the principle amount of this Note immediately due and payable on a prorated basis and the principle amount then due and owing shall be with interest at the rate of 20% per annum until paid in full.

SUBORDINATION. The Lender, at its discretion, may allow the Maker's obligations under this Promissory Note to be subordinated to all to any unrelated third-party lender to the extent such indebtedness is outstanding on the date of this Note and such subordination is required under the loan documents providing for such indebtedness.

WAIVERS BY MAKER. Any sureties, endorsers, and guarantors hereby waive protest, presentment, notice of dishonor, and notice of acceleration of maturity and agree to continue to remain bound for the payment of principal, interest and all other sums due under this Note notwithstanding any change or changes by way of release, surrender, exchange, modification or substitution of any security for this Note or by way of any extension or extensions of time for the payment of principal and any applicable interest; and all such parties waive all and every kind of notice of such change or changes and agree that the same may be made without notice or consent of any of them.

EXPENSES. In the event that the Maker has breached any of the conditions, terms or obligations enumerated in the Agreement, payment of this Note is immediately due and owing. The Maker agrees to pay, in addition to the principal and interest hereunder, reasonable attorneys' fees to collect the outstanding balance due and owing on the Note, plus all other reasonable expenses incurred by Lender in exercising any of its rights and remedies upon default.

GOVERNING LAW. This Note shall be governed by, and construed in accordance with, the laws of the Commonwealth of Kentucky, County of Boyd.

SUCCESSORS. All of the foregoing is the promise of Maker and shall bind Maker and Maker's successors, heirs and assigns; provided, however, that Maker may not assign any of its rights or delegate any of its obligations hereunder without the prior written consent of the Lender of this Note. If such approval is granted, the Maker's successors, heirs and assigns are obligated under the terms, conditions and obligations of the Agreement.

IN WITNESS WHEREOF, Maker has executed this Promissory Note as of the day and year first above written.

M&J's Rolling Cafe, LLC

BY: _____
Marco Castro, Member

BY: _____
Virginia Castro, Member

ATTEST:

BY: _____

PERSONAL GUARANTEE

We, Marco Castro and Virginia Castro, do hereby unconditionally individually guarantee timely payment of the foregoing promissory note in accordance with the terms of said note and Community Development Block Grant Minority Loan Agreement including all principle, interest, costs, and attorney fees recoverable not to exceed \$75,000.00.

Marco Castro

Virginia Castro

STATE OF _____

COUNTY OF _____

Subscribed, sworn to and acknowledged before me by Marco Castro and Virginia Castro on behalf of M&J's Rolling Cafe, LLC this the _____ day of _____, 2025.

My commission expires: _____.

I.D. # _____.

NOTARY PUBLIC

**UNANIMOUS ACTION OF
MEMBERS OF
M&J'S ROLLING CAFE, LLC**

By unanimous action of 100% of the membership interest of M&J's Rolling Cafe, LLC, it is hereby reached that Marco Castro and Virginia Castro be and hereby are authorized to execute and enter into on behalf of M&J's Rolling Cafe, LLC a Community Development Block Grant (CDBG) Minority Loan Agreement and Promissory Note with the City of Ashland evidence in a forgivable minority loan in the amount of \$50,000.00.

Dated this the ____ day of _____, 2025.

M&J'S Rolling Café, LLC

Marco Castro

Virginia Castro

AGENDA ITEM: _____
DATE: _____

**CITY OF ASHLAND
REQUEST FOR COMMISSION ACTION (RCA)**

Date Submitted: 10/27/25	Date Requested: 11/13/25
Type of Action Requested	Subject
☐ Resolution ☒ Ordinance ☐ Formal Action/Motion ☐ Public Hearing ☐ Other	Substantial Amendment to Combined 2025–2029 Consolidated Plan and 2025 Annual Action Plan

RECOMMENDATION:

The Department of Community and Economic Development requests approval of a substantial amendment to the combined 2025–2029 Consolidated Plan and the 2025 Annual Action Plan as recommended by the CDBG Committee.

DISCUSSION:

The primary purpose of this amendment is to add unspent prior-year funds to the action plans. These projects are already in progress but cannot be reimbursed by HUD until they are included in the current action plan. They were not included in the current action plan initially because we anticipated they would be completed by the end of PY24. Secondly, we propose redistributing funds from General Administration, Code Enforcement, Homeowner Rehabilitation, and the Business Loan Program to the Safe Harbor Building 2 Roof Replacement Project and the Salvation Army Rehabilitation Project.

FISCAL IMPACT:

This amendment increases the 2025 Annual Action Plan by \$451,391 and increases the 2025–2029 Consolidated Plan by \$367,228. See attachment for details. After two pending budget adjustments are completed, the PY25 Annual Action Plan will match the City's FY26 budget.

Reviewed by
Finance Director: _____

Reviewed by
Legal: _____

Prepared by:

Recommended by:

Approved by:



Jacob Risner
Grant Administrator



Chris Pullem
CED Director

Tony Grubb
City Manager

ORDINANCE NO. _____, 2025

AN ORDINANCE OF THE CITY OF ASHLAND, KENTUCKY, AUTHORIZING AND DIRECTING CHUCK D. CHARLES, MAYOR, TO SUBMIT THE **SUBSTANTIAL AMENDMENT** TO THE COMBINED 2025 – 2029 CONSOLIDATED PLAN AND THE 2025 ANNUAL ACTION PLAN FOR A COMMUNITY DEVELOPMENT BLOCK GRANT TO THE U. S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD), AND UPON ACCEPTANCE OF SAID PLANS FROM HUD, TO EXECUTE ON BEHALF OF THE CITY OF ASHLAND, AN AGREEMENT WITH THE U. S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT TO ENABLE THE CITY TO UNDERTAKE THESE ACTIVITIES AND/OR ANY AND ALL DOCUMENTS ASSOCIATED WITH THE GRANT SUBMITTAL.

* * * * *

WHEREAS, a duly advertised and conducted Public Meeting was held on November 17, 2025; and

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF ASHLAND, KENTUCKY:

SECTION 1. That the Statement on behalf of the City of Ashland for Community Development Block Grant Funding under Title I of the Federal Housing and Community Development Act of 1974 is attached to this Ordinance and the **SUBSTANTIAL AMENDMENT** to the combined 2025 – 2029 Consolidated Plan and the Program Year 2025 Annual Action Plan is hereby approved by the Board of Commissioners of said City and Chuck D. Charles, Mayor, is hereby authorized and directed to execute and submit said Statement, Plans and subsequent Agreement to the Federal Department of Housing and Urban Development for approval; to provide such documentation and certifications as may be required by the Department of Housing and Urban Development; and, further, to act as the authorized correspondent of the City of Ashland relating to the Community Development Program.

SECTION 2. That the United States of America and the Secretary of Housing and Urban Development be, and hereby are, assured of full compliance by the Board of Commissioners of the City of Ashland, Kentucky, with certifications relating to all regulations and administration of Civil Rights Act, citizen participation, relocation payments, acquisition processes, accounting procedures, the Hatch Act, minimum wage and minimum hour provisions of the Fair Labor Standards Act, and all requirements of the National Environmental Policy Act of 1968.

SECTION 3. All ordinances and parts of ordinances in conflict herewith, to the extent of such conflict only, are hereby repealed.

SECTION 4. This ordinance shall be in full force and effect from and after its adoption, readoption and publication, as required by law.

SECTION 5. It is hereby authorized that publication of this ordinance be in summary form.

MAYOR

ATTEST:

CITY CLERK

ADOPTED BY THE BOARD OF COMMISSIONERS:

READOPTED BY THE BOARD OF COMMISSIONERS:

PUBLISHED:

REQUESTED/SPONSORED BY: CHRIS PULLEM, DIRECTOR
COMMUNITY & ECONOMIC DEVELOPMENT

ORDINANCE\CDBG.Action Plan.2025 and Consolidated Plan.2025 thru 2029



City of Ashland
Department of Finance
P.O. Box 1839
Ashland, KY 41105-1839
(606)-327-2009

BUDGET ADJUSTMENT FORM

Reason for adjustment request: This adjustment reflects changes to the PY25 annual action plan that occurred after budget approval. The action plan was changed after we were informed of the Salvation Army's financial issues and potential closing.

Adjustment From:

Account	Fund	Amount
<u>Salvation Army</u>	<u>CDBG</u>	<u>5,000</u>
<u>Salvation Army Rehabilitation</u>	<u>CDBG</u>	<u>438,675</u>
	<u>Total</u>	<u>443,675</u>

Adjustment To:

<u>Hillcrest-Bruce Mission</u>	<u>CDBG</u>	<u>21,000</u>
<u>Ashland Senior Center</u>	<u>CDBG</u>	<u>1,000</u>
<u>First United Methodist Church</u>	<u>CDBG</u>	<u>1,000</u>
<u>CAReS</u>	<u>CDBG</u>	<u>1,000</u>
<u>Ashland Community Kitchen</u>	<u>CDBG</u>	<u>1,000</u>
<u>Hope's Place</u>	<u>CDBG</u>	<u>118,675</u>
<u>The Neighborhood</u>	<u>CDBG</u>	<u>300,000</u>
	<u>Total</u>	<u>443,675</u>

Budget adjustments must be approved by the Commission if it changes the budget ordinance.

Nick Riser
Requested By

10-22-25
Date

Chris
Department Head

10-22-25
Date

Chief Financial Officer

Date

City Manager

Date



City of Ashland
Department of Finance
P.O. Box 1839
Ashland, KY 41105-1839
(606)-327-2009

BUDGET ADJUSTMENT FORM

Reason for adjustment request: This adjustment reflects PY25 Annual Action Plan Substantial Amendment 1.

Adjustment From:

Account	Fund	Amount
Homeowner Rehabilitation	CDBG	52,113
Hope's Place	CDBG	25,120
	Total	77,233

Adjustment To:

Contingency (General CDBG)	CDBG	1,167
Contingency (CDBG Activities)	CDBG	1,243
Safe Harbor	CDBG	50,500
Kings Daughters and Sons	CDBG	39,947
Ashland Senior Center	CDBG	136,422
CAReS	CDBG	39,088
Business Loans	CDBG	50,000
Slum/Blight	CDBG	85,257
Salvation Army Rehabilitation	CDBG	75,000
Sidewalk Program	CDBG	50,000
	Total	528,624

Budget adjustments must be approved by the Commission if it changes the budget ordinance.

Nicolaus Pinner
Requested By

10-24-25
Date

[Signature]
Department Head

10-29-25
Date

Chief Financial Officer

Date

City Manager

Date

City of Ashland
Community Development Block Grant
2023 and 2025 Annual Action Plan Amendments
2025–2029 Consolidated Plan Amendment

The City of Ashland is a Community Development Block Grant (CDBG) recipient through the U.S. Department of Housing and Urban Development (HUD). The Consolidated Plan (Con Plan) and the Annual Action Plan (AAP) state the goals and objectives of the City and list projects proposed for the community. Activities under this program will predominately benefit persons of low-to-moderate income as defined in 24 CFR Part 5. The proposed amendments decrease the 2023 AAP by \$738,276; increase the 2025 AAP by \$451,391; and increase the 2025–2029 Con Plan by \$367,228. The amendments are available for review at the following locations:

1. Ashland City Building, Room 208, 1700 Greenup Avenue, Ashland, KY 41101
2. The Boyd County Public Library, 1740 Central Avenue, Ashland, KY 41101
3. The Neighborhood, 2516 Carter Avenue, Ashland, KY 41101
4. Hillcrest-Bruce Mission, 1819 Eloise Street, Ashland, KY 41101
5. The City of Ashland website at www.ashlandky.gov

The Department of Community and Economic Development will receive comments concerning the amendment for 30 days beginning October 28, 2025 and ending November 26, 2025. Please submit any comments to Jacob Risner, Program and Grant Administrator, at (606) 268-0541; jrisner@ashlandky.gov; by mail at PO Box 1839, Ashland, KY 41105; or in person during regular business hours at 1700 Greenup Avenue, Room 208, Ashland, KY 41101. Comments will also be received at a public hearing on November 17, 2025 at 4:00 p.m. at the Ashland City Building, Commissioners' Chambers, Room 308, 1700 Greenup Avenue, Ashland, KY 41101. Copies of the Action Plan will be provided to citizens and groups upon request and free of charge. Copies may also be converted to electronic media, Spanish, and large print for the visually impaired and be delivered to homebound persons upon request.

City of Ashland
Community Development Block Grant
Consolidated Plan Substantial Amendment 1
Program Years 2025–2029

Project #	Goal #	Consolidated Plan Goal Name	Current Allocation	Proposed Amendment	Amended Allocation	Percent Change
	1	Infrastructure Improvements	350,000	0	350,000	0.00%
	2	Minimize and Prevent Homelessness	50,000	0	50,000	0.00%
	3	Safe and Affordable Housing	1,102,026	(139,770)	962,256	-12.68%
	4	Dependable Public Facilities	978,676	70,574	1,049,250	7.21%
	5	Adequate Public Services	325,000	0	325,000	0.00%
	6	General Administration	500,000	1,167	501,167	0.23%
	7	Clearance Activities	0	385,257	385,257	0.00%
	8	Economic Opportunities	0	50,000	50,000	0.00%
		Total	3,305,702	367,228	3,672,930	11.11%

Project #	Goal #	Annual Action Plan Goal Name	Current Allocation	Proposed Amendment	Amended Allocation	Percent Change
	1	Infrastructure Improvements	100,000	50,000	150,000	50.00%
	2	Minimize and Prevent Homelessness	10,000	0	10,000	0.00%
	3	Safe and Affordable Housing	413,126	(50,870)	362,256	-12.31%
	4	Dependable Public Facilities	533,413	315,837	849,250	59.21%
	5	Adequate Public Services	65,000	0	65,000	0.00%
	6	General Administration	100,000	1,167	101,167	1.17%
	7	Clearance Activities	0	85,257	85,257	0.00%
	8	Economic Opportunities	0	50,000	50,000	0.00%
		Total	1,221,539	451,391	1,672,930	36.95%

City of Ashland
Community Development Block Grant
Consolidated Plan Substantial Amendment 1
Program Years 2025–2029

Project #	Goal #	Annual Action Plan Project Name	Current Allocation	Proposed Amendment	Amended Allocation	Percent Change
1	6	General Administration	100,000	1,167	101,167	1.17%
2	3	Code Enforcement	63,757	1,243	65,000	1.95%
3	5	Ashland Community Kitchen Operating Costs	15,000	0	15,000	0.00%
4	5	Ashland Senior Center Operating Costs	15,000	0	15,000	0.00%
5	5	CAREs Operating Costs	15,000	0	15,000	0.00%
6	5	First United Methodist Church Food Pantry	5,000	0	5,000	0.00%
7	5	Hillcrest-Bruce Mission Operating Costs	15,000	0	15,000	0.00%
8	2	Safe Harbor Operating Costs	10,000	0	10,000	0.00%
9	2	Salvation Army Operating Costs	0	0	0	0.00%
10	1	Sidewalk Program	100,000	50,000	150,000	50.00%
11	4	Salvation Army Rehabilitation	0	75,000	75,000	0.00%
12	3	Homeowner Rehabilitation	289,369	(52,113)	237,256	-18.01%
13	3	Emergency/Energy-Efficient Rehabilitation	60,000	0	60,000	0.00%
14	4	Safe Harbor Building 2 Roof Replacement	9,500	50,500	60,000	531.58%
15	4	Hope's Place Roof Replacement	173,913	(25,121)	148,792	-14.44%
16	4	Hillcrest-Bruce Mission HVAC Replacement	50,000	0	50,000	0.00%
17	4	The Neighborhood Roof Replacement	300,000	0	300,000	0.00%
18	8	Business Loan Program	0	50,000	50,000	0.00%
19	7	Demolition Program	0	85,257	85,257	0.00%
20	4	CAREs Office Renovation	0	39,088	39,088	0.00%
21	4	Kings Daughters and Sons Paving and Fencing	0	39,947	39,947	0.00%
22	4	Ashland Senior Center Storefront Rehabilitation	0	136,423	136,423	0.00%
Total			1,221,539	451,391	1,672,930	36.95%

Executive Summary

ES-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. Introduction

The City of Ashland, Kentucky (the City) is proud to be a direct entitlement recipient of the Community Development Block Grant (CDBG). The CDBG program is sponsored by the U.S. Department of Housing and Urban Development (HUD) and was established to combine several different, but specific, grants into a single, flexible grant program. The City delegates programmatic responsibilities for administering the CDBG program to the Department of Community and Economic Development (CED). Federal regulation 24 CFR 91 requires a jurisdiction receiving CDBG funds to state its plans to pursue goals for all of the community planning and development programs, as well as housing issues, within its 5-Year Consolidated Plan (Con Plan), which covers the period of July 1, 2025 to June 30, 2030. HUD evaluates the jurisdiction's performance under these goals.

The Con Plan serves the following functions:

1. A planning document for the jurisdiction, which builds on the participatory process among citizens, organizations, businesses, and other stakeholders;
2. A submission for federal funds under HUD's formula grant programs for jurisdictions;
3. A strategy to be followed in carrying out HUD programs; and
4. A management tool for assessing performance and tracking results.

The Con Plan is supported by a series of five Annual Action Plans (AAP). The Program Year (PY) 2025 AAP is submitted as part of the 2025-2029 Con Plan.

The primary objective of the CDBG program is to develop sustainable neighborhoods through improved housing, infrastructure, and economic conditions to low-and-moderate-income (LMI) persons and areas. Activities under this program must predominantly benefit LMI persons as defined by 24 CFR Part 5. These activities must be an eligible activity and meet one of three national objectives:

1. Benefit LMI persons;
2. Prevent or eliminate slum or blight; or

3. Meet an urgent need.

2. Summary of the objectives and outcomes identified in the Plan Needs Assessment Overview

After compiling and analyzing the data required for the 2025-2029 Con Plan, the City has decided to continue with its core programs: infrastructure, affordable housing, public facilities, and public services for LMI persons.

3. Evaluation of past performance

During PY21, the City provided utilized \$315,263 of CDBG funding to help approximately 4,518 LMI persons. Of these funds, \$84,044 was for general administration, \$40,753 was for code enforcement, \$147,516 was for public services, and \$41,870 was for public facility improvements.

During PY22, the City utilized \$512,360 of CDBG funding to help approximately 4,151 LMI persons. Of these funds, \$109,143 was for general administration; \$43,172 was for code enforcement; \$353,784 was for public services; \$3,130 was for public facility improvements; \$1,650 was for removal of slum and blight; and \$1,481 was for parks and recreation. The City allocated \$273,784 in funding beyond the 15% public service cap utilizing COVID-related waivers.

During PY23, the City utilized \$698,624 of CDBG funding to help approximately 4,422 LMI persons. Of these funds, \$100,000 was for general administration; \$50,787 was for code enforcement; \$151,432 was for public services; \$126,075 was for public facility improvements; \$50,443 was for removal of slum and blight; \$169,951 was for parks and recreation; and 49,935 was for job creation through women-owned and ethnic-minority business loans.

4. Summary of citizen participation process and consultation process

As required by 24 CFR 91.105, the City has adopted a Citizen Participation Plan, which is available for review on the City's website: www.ashlandky.gov.

5. Summary of public comments

June 25, 2025: Commissioner Marty Gute attended a Salvation Army of Ashland board meeting on June 25, 2025. Shortly after the meeting, he informed us that the Salvation Army has significant financial troubles and may close within a year. As a result of Mr. Gute's comment, the consolidated plan and annual action plan were amended to remove both Salvation Army projects as follows: Salvation Army Operating Costs -\$5,000.00; First United Methodist Food Pantry +\$5,000.00; Salvation Army Rehabilitation -\$438,675.44; The Neighborhood Roof Replacement +\$300,000.00; Hope's Place Roof Replacement +\$118,675.44; and Hillcrest-Bruce Mission HVAC Replacement +\$20,000.00

6. Summary of comments or views not accepted and the reasons for not accepting them

All comments were accepted.

7. Summary

The City of Ashland has identified four building blocks to guide the City in fulfilling its mission:

- A focus on safe and livable neighborhoods;
- Maintaining strong sustainable financial and economic health;
- The delivery of excellent services with a focus on customer service and efficiency; and
- Engaging the community.

The investment of CDBG funds in eligible activities shall be guided principally by the six goals of the Consolidated Plan.

The City of Ashland 2025-2029 Consolidated Plan goals will concentrate on:

- Infrastructure Improvements
- Dependable Public Facilities
- Affordable Housing

Demo

- Minimizing and Preventing Homelessness
- Adequate Public Services
- General Administration

The Process

PR-05 Lead & Responsible Agencies 24 CFR 91.200(b)

1. Describe agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source

The following are the agencies/entities responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
CDBG Administrator	ASHLAND	Community and Economic Development Department

Table 1 – Responsible Agencies

Narrative

The City of Ashland delegates programmatic responsibilities for administering the CDBG program to the Department of Community and Economic Development.

In the development of this Consolidated Plan, the City conducted a needs assessment and market analysis. This information was gathered through consultation with public officials, local agencies, public outreach and community meetings, review of demographic and economic data, and housing market analysis.

The 2020-2024 Analysis of Impediments was completed showing the areas of concern and needed assistance for assisting low-and moderate-income families and the needs of the City.

Consolidated Plan Public Contact Information

Jacob Risner

Program and Grant Administrator

1700 Greenup Avenue, Room 208, Ashland, KY 41101

PO Box 1839, Ashland, KY 41105

jrisner@ashlandky.gov

(606) 268-0541

PR-10 Consultation – 91.100, 91.110, 91.200(b), 91.300(b), 91.215(I) and 91.315(I)

1. Introduction

Community input is essential in creating the Con Plan and Annual Action Plan. Resident and business input forms the groundwork for the goals, projects, and activities within the plan. The City of Ashland consults with various service agencies to provide the best care and services for its citizens.

Provide a concise summary of the jurisdiction’s activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(I)).

The City of Ashland’s 2025-2029 Consolidated Plan and 2025 Annual Action Plan were prepared by the Community and Economic Development Department staff. The documents are a result of a comprehensive planning process, which included both formal and informal consultations with public and private organizations. Many organizations that provided input for the Con Plan are long-time City partners who have received public service grant funds.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness

The Department of Community and Economic Development, because of its own housing activities and engagement with service providers through public service grants, serves as a liaison to bring together stakeholders with diverse interests and facilitates partnerships that might not have otherwise developed.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards and evaluate outcomes, and develop funding, policies and procedures for the administration of HMIS

The City of Ashland grants up to 15% of CDBG allocation for the Continuum of Care (CoC) agencies who work with homeless, chronically homeless individuals and families, families with children, veterans, and persons at risk of homelessness.

Those consulted:

- Community Assistance and Referral Service (CAREs)—Veronica Childers, Executive Director (ESG Funding)

- Safe Harbor of Northeast KY—Ann Perkins, Executive Director (ESG Funding)
- Hillcrest-Bruce Mission—Mike Maynard, Executive Director
- Ashland Community Kitchen—TJ Torgerson, Executive Director

Community Assistance Referral Service (CAREs) administers HMIS for the CoC.

2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdictions consultations with housing, social service agencies and other entities

Table 2 – Agencies, groups, organizations who participated

1	Agency/Group/Organization	City of Ashland
	Agency/Group/Organization Type	Housing Agency - Managing Flood Prone Areas Agency - Management of Public Land or Water Resources Agency - Emergency Management Other government - Local
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Lead-based Paint Strategy Public Housing Needs Homelessness Strategy Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Non-Homeless Special Needs HOPWA Strategy Economic Development Market Analysis Anti-poverty Strategy
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	The City of Ashland consults within its departments for various needs. The Department of Community and Economic Development, in particular, oversees the CDBG program. One of its divisions, Assisted Housing, consults regarding housing and homeless needs. Additionally, the Department of Engineering consults on infrastructure projects; the Police and Fire Departments consult on public safety; the Department of Public Services, Division of Floodwall Maintenance, consults on flood prone areas.
2	Agency/Group/Organization	Windstream
	Agency/Group/Organization Type	Services - Broadband Internet Service Providers Services - Narrowing the Digital Divide
	What section of the Plan was addressed by Consultation?	Anti-poverty Strategy

	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Windstream internet plans were examined to see the services they offer for city residents.
3	Agency/Group/Organization	Spectrum
	Agency/Group/Organization Type	Services - Broadband Internet Service Providers Services - Narrowing the Digital Divide
	What section of the Plan was addressed by Consultation?	Anti-poverty Strategy
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Spectrum internet plans were examined to see the services they offer for city residents.
4	Agency/Group/Organization	US Army Corps of Engineers
	Agency/Group/Organization Type	Agency - Managing Flood Prone Areas Agency - Management of Public Land or Water Resources
	What section of the Plan was addressed by Consultation?	Flood Prone Areas
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	The City has over 3 miles of concrete floodwall along the Ohio River; several hundred feet of earthen levees on the west side of Ashland; and 6 pump stations to mitigate flooding. The City consults with USACE to maintain compliance.
5	Agency/Group/Organization	Boyd County Office of Emergency Management
	Agency/Group/Organization Type	Health Agency Agency - Emergency Management
	What section of the Plan was addressed by Consultation?	Emergency Management
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Boyd County OEM was consulted regarding emergency management needs.
6	Agency/Group/Organization	Pathways, Inc.
	Agency/Group/Organization Type	Health Agency

	What section of the Plan was addressed by Consultation?	Health
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Pathways was consulted regarding mental health and addiction issues.
7	Agency/Group/Organization	CAReS
	Agency/Group/Organization Type	Services - Housing Services-Elderly Persons Services-Persons with Disabilities Services-homeless Services-Education Services-Employment
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Homelessness Strategy Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Non-Homeless Special Needs
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	As a central hub for referral services, CAReS was consulted regarding the general needs of the LMI community.
8	Agency/Group/Organization	Ashland Community Kitchen
	Agency/Group/Organization Type	Services-Elderly Persons Services-Persons with Disabilities Services-homeless
	What section of the Plan was addressed by Consultation?	Homelessness Strategy Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Non-Homeless Special Needs

	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Ashland Community Kitchen was consulted regarding hunger throughout the city.
9	Agency/Group/Organization	SALVATION ARMY
	Agency/Group/Organization Type	Services - Housing Services-Children Services-Elderly Persons Services-Persons with Disabilities Services-homeless
	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Salvation Army was consulted regarding homeless needs.
10	Agency/Group/Organization	SAFE HARBOR OF NORTHEAST KY, INC.
	Agency/Group/Organization Type	Services - Housing Services-Children Services-Victims of Domestic Violence Services-homeless
	What section of the Plan was addressed by Consultation?	Homelessness Strategy Homeless Needs - Chronically homeless Homeless Needs - Families with children
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Safe Harbor was consulted regarding the needs of homeless persons and victims of domestic violence.

11	Agency/Group/Organization	Hillcrest Bruce Mission
	Agency/Group/Organization Type	Services - Housing Services-Children Services-Elderly Persons Services-Persons with Disabilities Services-Persons with HIV/AIDS Services-Health Services-Education Services-Employment
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs Anti-poverty Strategy
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	As a central hub for referral services for the Pollard Mills Neighborhood, Hillcrest-Bruce Mission was consulted regarding the general needs of the LMI community.
12	Agency/Group/Organization	Boyd County Council on Aging / Ashland Senior Center
	Agency/Group/Organization Type	Services-Elderly Persons
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Ashland Senior Center was consulted regarding the needs of elderly persons.
13	Agency/Group/Organization	Ashland Child Development Center
	Agency/Group/Organization Type	Services-Children
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Ashland Child Development Center was consulted regarding daycare needs.

Identify any Agency Types not consulted and provide rationale for not consulting

All agency types were consulted during the planning process. Agencies were invited to public hearings and to complete CDBG funding applications.

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	Kentucky Housing Corporation	Homeless/Affordable Housing
Housing Choice Voucher 5-Year Plan	Ashland Assisted Housing Authority	Affordable Housing
City of Ashland Comprehensive Plan	City of Ashland	Strategic Plan for City Planning and Development

Table 3 – Other local / regional / federal planning efforts

Describe cooperation and coordination with other public entities, including the State and any adjacent units of general local government, in the implementation of the Consolidated Plan (91.215(l))

The City of Ashland continues to utilize Community Assistance and Referral Service (CAREs) to assist with housing and referral for the hard-to-house and homeless population. CAREs is the coordinated entry lead agency for all LMI persons seeking assistance with housing and non-housing needs and is essential in the coordination of services between numerous public service agencies.

The City of Ashland, through Ashland Assisted Housing, works with correctional institutions to provide housing applications before the release of clients. The City also coordinates with parole offices when clients are under their supervision to better individual outcomes.

Ashland Community Kitchen (www.ashlandcommunitykitchen.com) serves meals to low-and moderate-income individuals, homeless, and at-risk-of-becoming-homeless in Ashland. The Community Kitchen serves 3 meals per day, 5 days a week. Client services are tracked through the “charity tracker” system.

Hillcrest-Bruce Mission (www.hillcrestbrucemission.com) provides assistance with case management, clothing, food pantry, onsite dental, education, employment, etc. Hillcrest-Bruce Mission serves two housing complexes as well as neighborhood residents in the Pollard Target Area.

Demo

Safe Harbor of Northeast Kentucky (www.safeharborky.org) is dedicated to eliminating domestic violence through prevention, education, and intervention. Safe Harbor works to stop the cycle of violence and to help victims become survivors through the agency's holistic approach to services. The goal is to help each victim create an abuse-free life plan and to move to self-sufficiency through such assistance as: medical/legal advocacy, counseling, financial empowerment classes, job/school mentoring, and life skills.

The State Cabinet for Health and Families directed the City of Ashland to the local health department concerning lead-based paint. The health department had no lead-based paint poisoning cases reported. This is the only information the health department was willing to share.

CDBG administrators attend individual meetings with civic leaders regularly, all City commission meetings, and monthly Planning, Code Enforcement, and BZA meetings.

Business and civic leaders met for the composition of the 2020-2024 City Comprehensive Plan. Business leaders are included on the Ashland Business Growth Committee.

City staff met with the City of Huntington, West Virginia and Marshall University, West Virginia, to discuss various grants and the revitalization projects executed in Huntington, West Virginia.

Kentucky Housing Corporation is the Continuum of Care for the State Region 4. The Coordinated Entry Plan is being written by Kentucky Housing Corporation.

Narrative (optional):

PR-15 Citizen Participation – 91.105, 91.115, 91.200(c) and 91.300(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation Summarize citizen participation process and how it impacted goal-setting

Citizens are encouraged to attend CDBG public meetings and hearings. CED staff held two public meetings prior to and during the development of the 2025-2029 Consolidated Plan and the 2025 Annual Action Plan.

Consolidated plans and annual action plans have a 30-day comment period before final commission approval. Public notice information specifying the time, location, and subject of each public meeting/hearing is provided to citizens at least fourteen (14) days in advance by publication in the newspaper, email distribution lists to local public service providers, local officials, minority groups, local library and/or publication on the City's website. The notice displays both fair housing symbol and handicap access to meetings. Alternate forms of the Consolidated Plan are available upon request. During each hearing, a summary of each project is explained. Sign-in sheets are provided as documentation of attendance of public hearings and comments are notated. All information is available for review in the Department of Community and Economic Development.

Citizen comments are discussed by CED staff prior to finalization of any Consolidated or Action Plan.

As required by 24 CFR 91.105, the City of Ashland has adopted a Citizen Participation Plan. A copy of the plan is available for review on the City Website: www.ashlandky.gov.

Copies of the Consolidated Plan and the Annual Action Plan were available for review for 30 days beginning June 24, 2025 and ending July 23, 2025 and were distributed to the following locations:

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1. Ashland City Building, 1700 Greenup Avenue, Room 208, Ashland, KY 41101
2. Boyd County Public Library, 1740 Central Avenue, Ashland, KY 41101
3. Ashland Transportation Center, 99 15th Street, Ashland, KY 41101
4. www.ashlandky.gov

Public hearings were conducted at the Ashland City Building Commissioners' Chambers, 1700 Greenup Avenue, 3rd Floor on July 14, 2025 at 4:00 p.m.

All comments made during the comment period or at a hearing will be recorded in the Appendix.

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Newspaper Ad	Non-targeted/broad community	N/A	N/A	N/A	

Demo

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
2	Public Meeting	Non-targeted/broad community	Jacob Risner, Program and Grant Administrator; Ann Perkins, Safe Harbor of Northeast Kentucky; Bobbi Smyser, First United Methodist Church; Rachel Lewis, Salvation Army; Jeremy Holbrook, Neighbors Helping Neighbors; and Lynn Childers, Community Assistance and Referral Service.	See attachments.	All comments were accepted.	

Demo

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
3	Newspaper Ad	Non-targeted/broad community	N/A	After a Salvation Army of Ashland board meeting on June 25, 2025, Commissioner Marty Gute informed us that the Salvation Army has significant financial troubles and may close within a year.	All comments were accepted.	
4	Public Hearing	Non-targeted/broad community	Jacob Risner, Program and Grant Administrator	NONE	N/A	
5	Boyd County Public Library	Non-targeted/broad community	N/A	NONE	N/A	
6	Boyd County Public Library	Non-targeted/broad community	N/A	NONE	N/A	
7	Internet Outreach	Non-targeted/broad community	N/A	NONE	N/A	www.ashlandky.gov

Table 4 – Citizen Participation Outreach

Demo

Needs Assessment

NA-05 Overview

Needs Assessment Overview

Before the community can develop a strategic plan to guide it for the next five years, it must determine the needs. This section will provide four areas required by 24 CFR 91.205 (housing and homeless needs) and two required by 24 CFR 91.215.

The first section uses data to assess housing needs: housing, homelessness, non-homeless special needs, and non-housing community development needs. The second section analyzes those needs to determine if any members of a racial or ethnic group in a given income range experience problems at a higher rate of 10 percentage points or more than the income level as a whole.

The data in Sections NA-15 and NA-25 come from the 2016-2020 Comprehensive Housing Affordability Strategy (CHAS) data sets. The CHAS tabulations are derived from the American Community Survey. These data sets are “custom tabulations” the U.S. Census Bureau provides HUD that are largely not available through standard Census products. The purpose of the CHAS data is to demonstrate the extent of housing problems and housing needs for low-income households.

The third section, Section NA-35 Public Housing, looks at the condition and needs of public housing. The section was prepared by Ashland Assisted Housing Authority with the input of Ashland Housing Authority.

The fourth section looks at homeless needs. Data for this section comes from the annual K-Count (previously called Point-In-Time Count) conducted January 2025 by various service agencies. The K-Count numbers are reported to HUD and reflect the extent of homelessness throughout Boyd County--not just the City of Ashland.

NA-10 Housing Needs Assessment - 24 CFR 91.205 (a,b,c)

Summary of Housing Needs

In evaluating household income, households are often times grouped into different income groups in relation to the Median Family Income and adjusted household size.

Demographics	Base Year: 2009	Most Recent Year: 2020	% Change
Population	21,390	20,450	-4%
Households	8,960	8,530	-5%
Median Income	\$39,208.00	\$42,639.00	9%

Table 5 - Housing Needs Assessment Demographics

Data Source: 2000 Census (Base Year), 2016-2020 ACS (Most Recent Year)

Number of Households Table

	0-30% HAMFI	>30-50% HAMFI	>50-80% HAMFI	>80-100% HAMFI	>100% HAMFI
Total Households	1,695	770	1,535	725	3,805
Small Family Households	390	255	560	270	1,965
Large Family Households	70	75	35	20	285
Household contains at least one person 62-74 years of age	265	175	240	195	1,245
Household contains at least one person age 75 or older	285	200	370	130	310
Households with one or more children 6 years old or younger	250	104	195	145	315

Table 6 - Total Households Table

Data Source: 2016-2020 CHAS

Housing Needs Summary Tables

1. Housing Problems (Households with one of the listed needs)

	Renter					Owner				
	0-30% AMI	>30- 50% AMI	>50- 80% AMI	>80- 100% AMI	Total	0-30% AMI	>30- 50% AMI	>50- 80% AMI	>80- 100% AMI	Total
NUMBER OF HOUSEHOLDS										
Substandard Housing - Lacking complete plumbing or kitchen facilities	0	25	0	0	25	25	0	0	0	25
Severely Overcrowded - With >1.51 people per room (and complete kitchen and plumbing)	15	0	0	0	15	0	0	0	0	0
Overcrowded - With 1.01-1.5 people per room (and none of the above problems)	15	4	10	0	29	0	0	0	10	10
Housing cost burden greater than 50% of income (and none of the above problems)	330	95	10	0	435	295	65	30	10	400
Housing cost burden greater than 30% of income (and none of the above problems)	200	165	345	30	740	65	115	195	50	425

Demo

	Renter					Owner				
	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total
Zero/negative Income (and none of the above problems)	180	0	0	0	180	85	0	0	0	85

Table 7 – Housing Problems Table

Data 2016-2020 CHAS
Source:

2. Housing Problems 2 (Households with one or more Severe Housing Problems: Lacks kitchen or complete plumbing, severe overcrowding, severe cost burden)

	Renter					Owner				
	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total
NUMBER OF HOUSEHOLDS										
Having 1 or more of four housing problems	360	125	20	0	505	320	65	30	20	435
Having none of four housing problems	805	265	600	220	1,890	210	320	885	485	1,900
Household has negative income, but none of the other housing problems	0	0	0	0	0	0	0	0	0	0

Table 8 – Housing Problems 2

Data 2016-2020 CHAS
Source:

3. Cost Burden > 30%

	Renter				Owner			
	0-30% AMI	>30-50% AMI	>50-80% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	Total
NUMBER OF HOUSEHOLDS								
Small Related	165	100	160	425	65	30	155	250
Large Related	45	55	10	110	20	20	0	40
Elderly	160	50	130	340	190	94	34	318
Other	190	60	60	310	84	30	40	154
Total need by income	560	265	360	1,185	359	174	229	762

Table 9 – Cost Burden > 30%

Demo

Data 2016-2020 CHAS
Source:

4. Cost Burden > 50%

	Renter				Owner			
	0-30% AMI	>30-50% AMI	>50-80% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	Total
NUMBER OF HOUSEHOLDS								
Small Related	0	0	40	40	65	0	0	65
Large Related	0	0	0	0	20	0	0	20
Elderly	65	15	0	80	130	45	20	195
Other	0	110	40	150	80	0	0	80
Total need by income	65	125	80	270	295	45	20	360

Table 10 – Cost Burden > 50%

Data 2016-2020 CHAS
Source:

5. Crowding (More than one person per room)

	Renter					Owner				
	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total
NUMBER OF HOUSEHOLDS										
Single family households	14	4	10	0	28	0	0	0	0	0
Multiple, unrelated family households	10	0	0	0	10	0	0	0	10	10
Other, non-family households	10	0	0	0	10	0	0	0	0	0
Total need by income	34	4	10	0	48	0	0	0	10	10

Table 11 – Crowding Information – 1/2

Data 2016-2020 CHAS
Source:

	Renter				Owner			
	0-30% AMI	>30-50% AMI	>50-80% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	Total
Households with Children Present	0	0	0	0	0	0	0	0

Table 12 – Crowding Information – 2/2

Data Source
Comments:

Describe the number and type of single person households in need of housing assistance.

Per the 2023 ACS 5-year estimates data, approximately 59.1% of households are families and 40.9% are nonfamily households. In addition, 34.7% of Ashland's households consisted of a husband-wife family; 18.1% were single-mother households; and 6.4% were single-father households. The 2016-2020 CHAS reports 40% of households have at least one person over the age of 62.

Estimate the number and type of families in need of housing assistance who are disabled or victims of domestic violence, dating violence, sexual assault and stalking.

Safe Harbor of Northeast Kentucky's mission is dedicated to eliminating domestic violence through prevention, education, and intervention. Safe Harbor works to stop the cycle of violence and to help victims become survivors through the agency's holistic approach to services. The goal is to help each victim create an abuse free life plan and to move to self-sufficiency through such assistance as: medical/legal advocacy, counseling, financial empowerment classes, job/school mentoring and life skills.

What are the most common housing problems?

The most common housing problem is cost burden, which is 30% or more of the household's income is expended for housing-related expenses. 13.2% of owner-occupied households and 17.1% of renter-occupied households are cost burdened (>30% of family income). 11% of all households have one or more severe housing problems, such as lacking kitchen or complete plumbing, severe overcrowding, and severe cost burden (>50% AMI).

Are any populations/household types more affected than others by these problems?

Owner-occupied households most often affected by housing problems are those with incomes under 50% of the median income. Many families live in homes where they cannot afford maintenance or repairs.

Renter-occupied households with incomes less than 50% of the area median income are most likely to be cost burdened, and renters in CDBG Target Areas.

Describe the characteristics and needs of Low-income individuals and families with children (especially extremely low-income) who are currently housed but are at imminent risk of either residing in shelters or becoming unsheltered 91.205(c)/91.305(c)). Also discuss the needs of formerly homeless families and individuals who are receiving rapid re-housing assistance and are nearing the termination of that assistance

Of the 3,749 occupied rental units in the City of Ashland (per 2023 ACS 5-Year Estimates), 649 (17.3%) units rent for less than \$500 a month. The gap between need and supply of affordable housing is problematic. 22.8% of the City of Ashland's population have incomes below the poverty level in the prior 12 months sampled by the U.S. Census Bureau.

The true numbers of families who are “homeless” or “imminent risk of homelessness” differs depending on the definition used. The Federal definition of homelessness is finite and does not include the families that are “doubled-up” or “couch surfing”. The 2023 K-Count, states that Boyd County has 134 total homeless persons with 32 children in emergency shelters or transitional housing.

If a jurisdiction provides estimates of the at-risk population(s), it should also include a description of the operational definition of the at-risk group and the methodology used to generate the estimates:

The City of Ashland does not provide estimates of at-risk populations.

Specify particular housing characteristics that have been linked with instability and an increased risk of homelessness

Low-income families and individuals living in rental housing without any subsidy seem to be the greatest sign of instability. The population is unable to grow their income sufficiently to afford housing (the unit and *utilities*) without subsidy.

Not only is cost burden the most common housing problem, it is the housing characteristic linked most closely with instability and the risk of homelessness, particularly for households with income less than 80% of the median income. In the City of Ashland, 40.1% of all households are renter-occupied, and of those renters, a low-income household that spends more than 50% of its income on housing is inheritably unstable.

Discussion

An analysis of available data clearly points to the conclusion that cost burden is the greatest single housing problem facing very-low income residents within the City of Ashland. Housing is just one factor, when considering whether an individual family is at risk of becoming homeless.

1. Education - 9% of the City’s population over the age of 25 has not graduated from high school, a significant limitation when competing in the job market;
2. Disability - 24% of the City’s population 18 and over has one or more disabilities, including 43.6% of all residents 65 and over.
3. Job Accessibility - 1,120 households do not own a vehicle, meaning to reach school or work, they must walk, take public transportation, or rely on other methods (family, friends, taxi, etc.)

NA-15 Disproportionately Greater Need: Housing Problems – 91.205 (b)(2)

Assess the need of any racial or ethnic group that has disproportionately greater need in comparison to the needs of that category of need as a whole.

Introduction

A disproportionately greater need exists when members of a racial or ethnic group in a given income range experience housing problems at a greater rate of 10 percentage points or more than the income level as a whole.

Households (owners & renters) earning below 30% median income have more household issues than all other income groups.

0%-30% of Area Median Income

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	955	745	0
White	880	735	0
Black / African American	20	0	0
Asian	0	0	0
American Indian, Alaska Native	0	0	0
Pacific Islander	0	0	0
Hispanic	0	10	0

Table 13 - Disproportionally Greater Need 0 - 30% AMI

Data Source: 2016-2020 CHAS

*The four housing problems are:

1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than one person per room, 4. Cost Burden greater than 30%

30%-50% of Area Median Income

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	465	305	0
White	445	295	0

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Black / African American	14	4	0
Asian	0	0	0
American Indian, Alaska Native	0	0	0
Pacific Islander	0	0	0
Hispanic	0	0	0

Table 14 - Disproportionally Greater Need 30 - 50% AMI

Data Source: 2016-2020 CHAS

*The four housing problems are:

1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than one person per room, 4. Cost Burden greater than 30%

50%-80% of Area Median Income

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	590	945	0
White	530	890	0
Black / African American	25	14	0
Asian	0	15	0
American Indian, Alaska Native	0	0	0
Pacific Islander	0	0	0
Hispanic	25	0	0

Table 15 - Disproportionally Greater Need 50 - 80% AMI

Data Source: 2016-2020 CHAS

*The four housing problems are:

1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than one person per room, 4. Cost Burden greater than 30%

80%-100% of Area Median Income

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	100	630	0
White	100	615	0
Black / African American	0	0	0
Asian	0	10	0
American Indian, Alaska Native	0	0	0
Pacific Islander	0	0	0
Hispanic	0	0	0

Table 16 - Disproportionately Greater Need 80 - 100% AMI

Data Source: 2016-2020 CHAS

*The four housing problems are:

1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than one person per room, 4. Cost Burden greater than 30%

Discussion

The 2016-2020 CHAS data shows a disproportionately greater need with one or more of the four housing problems as follows:

0-30% of Area Median Income: Jurisdiction as a Whole = 56.2%; Black/African American = 100%.

30-50% of Area Median Income: Jurisdiction as a Whole = 60.4%; Black/African American = 77.8%.

50-80% of Area Median Income: Jurisdiction as a Whole = 38.4%; Black/African American = 64.1%; Hispanic = 100%

80-100% of Area Median Income: Jurisdiction as a Whole = 13.7%; no disproportionately greater need.

NA-20 Disproportionately Greater Need: Severe Housing Problems – 91.205 (b)(2)

Assess the need of any racial or ethnic group that has disproportionately greater need in comparison to the needs of that category of need as a whole.

Introduction

For the purposes of the Consolidated Plan, HUD defines “severe housing problem” as a household that spends more than 50% of its income on housing and/or a household with more than 1.5 persons per room, not including bathrooms, porches, foyers, halls or half-rooms.

0%-30% of Area Median Income

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	680	1,015	0
White	625	995	0
Black / African American	10	10	0
Asian	0	0	0
American Indian, Alaska Native	0	0	0
Pacific Islander	0	0	0
Hispanic	0	10	0

Table 17 – Severe Housing Problems 0 - 30% AMI

Data Source: 2016-2020 CHAS

*The four severe housing problems are:

1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than 1.5 persons per room, 4. Cost Burden over 50%

30%-50% of Area Median Income

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	190	585	0
White	185	560	0
Black / African American	4	14	0
Asian	0	0	0

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
American Indian, Alaska Native	0	0	0
Pacific Islander	0	0	0
Hispanic	0	0	0

Table 18 – Severe Housing Problems 30 - 50% AMI

Data Source: 2016-2020 CHAS

*The four severe housing problems are:

1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than 1.5 persons per room, 4. Cost Burden over 50%

50%-80% of Area Median Income

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	50	1,485	0
White	50	1,365	0
Black / African American	0	40	0
Asian	0	15	0
American Indian, Alaska Native	0	0	0
Pacific Islander	0	0	0
Hispanic	0	25	0

Table 19 – Severe Housing Problems 50 - 80% AMI

Data Source: 2016-2020 CHAS

*The four severe housing problems are:

1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than 1.5 persons per room, 4. Cost Burden over 50%

80%-100% of Area Median Income

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	20	705	0

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
White	20	695	0
Black / African American	0	0	0
Asian	0	10	0
American Indian, Alaska Native	0	0	0
Pacific Islander	0	0	0
Hispanic	0	0	0

Table 20 – Severe Housing Problems 80 - 100% AMI

Data Source: 2016-2020 CHAS

*The four severe housing problems are:

1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than 1.5 persons per room, 4. Cost Burden over 50%

Discussion

The 2016-2020 CHAS data shows a disproportionately greater need with one or more of the four housing problems as follows:

0-30% of Area Median Income: Jurisdiction as a Whole = 56.2%; no disproportionately greater need.

30-50% of Area Median Income: Jurisdiction as a Whole = 60.4%; no disproportionately greater need.

50-80% of Area Median Income: Jurisdiction as a Whole = 38.4%; no disproportionately greater need.

80-100% of Area Median Income: Jurisdiction as a Whole = 13.7%; no disproportionately greater need.

NA-25 Disproportionately Greater Need: Housing Cost Burdens – 91.205 (b)(2)

Assess the need of any racial or ethnic group that has disproportionately greater need in comparison to the needs of that category of need as a whole.

Introduction:

In the table below, households spending less than or equal to 30% of household income on housing are not considered to be cost burdened. Households spending between 30% and 50% are considered cost burdened, and greater than 50% is considered severely cost burdened.

Housing Cost Burden

Housing Cost Burden	<=30%	30-50%	>50%	No / negative income (not computed)
Jurisdiction as a whole	6,135	1,245	860	290
White	5,835	1,140	810	290
Black / African American	85	50	14	0
Asian	25	0	0	0
American Indian, Alaska Native	15	0	0	0
Pacific Islander	0	0	0	0
Hispanic	90	25	0	0

Table 21 – Greater Need: Housing Cost Burdens AMI

Data Source: 2016-2020 CHAS

Discussion:

The 2016-2020 CHAS data shows a disproportionately greater need with housing cost burdens as follows:

Jurisdiction as a Whole = 25.5%; Black/African American = 43.0%

NA-30 Disproportionately Greater Need: Discussion – 91.205(b)(2)

Are there any income categories in which a racial or ethnic group has disproportionately greater need than the needs of that income category as a whole?

Black/African American persons have a disproportionately greater need than the jurisdiction as a whole from 0-80 % of the area median income. Hispanic persons have a disproportionately greater need than the jurisdiction as a whole from 50-80% of the area median income.

If they have needs not identified above, what are those needs?

N/A

Are any of those racial or ethnic groups located in specific areas or neighborhoods in your community?

The City of Ashland does not have areas or neighborhoods where specific racial or ethnic groups are located.

NA-35 Public Housing – 91.205(b)

Introduction

Public Housing in the City of Ashland is the responsibility of Ashland Housing Authority. AHA oversees two apartment complexes: Scope Towers (262 units in a high rise setting) and DeBord Terrace (103 units in townhouse setting). As of June 2025, Scope Towers has 230 families on its waiting list, while 182 families are on the waiting list for DeBord Terrace. There are a total of 19 ADA compliant units within the two complexes.

Ashland Assisted Housing Authority, a division of the City of Ashland Community and Economic Development, administers the Housing Choice Voucher (HCV) program.

As of June 2025, the City of Ashland's Division of Assisted Housing is currently authorized for 643 housing choice vouchers and 22 Veteran Affairs Supportive Housing (VASH) vouchers.

Totals in Use

	Program Type								
	Certificate	Mod-Rehab	Public Housing	Vouchers					
				Total	Project - based	Tenant - based	Special Purpose Voucher		
							Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
# of units vouchers in use	0	0	0	499	34	462	0	0	0

Table 22 - Public Housing by Program Type

*includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition

Data Source: PIC (PIH Information Center)

Characteristics of Residents

	Program Type							
	Certificate	Mod-Rehab	Public Housing	Vouchers			Special Purpose Voucher	
				Total	Project - based	Tenant - based	Veterans Affairs Supportive Housing	Family Unification Program
Average Annual Income	0	0	0	9,022	7,823	9,097	0	0
Average length of stay	0	0	0	5	0	5	0	0
Average Household size	0	0	0	2	2	2	0	0
# Homeless at admission	0	0	0	30	5	25	0	0
# of Elderly Program Participants (>62)	0	0	0	64	0	63	0	0
# of Disabled Families	0	0	0	213	18	193	0	0
# of Families requesting accessibility features	0	0	0	499	34	462	0	0
# of HIV/AIDS program participants	0	0	0	0	0	0	0	0
# of DV victims	0	0	0	0	0	0	0	0

Table 23 – Characteristics of Public Housing Residents by Program Type

Data Source: PIC (PIH Information Center)

Race of Residents

Race	Certificate	Mod-Rehab	Public Housing	Program Type					
				Vouchers			Special Purpose Voucher		
				Total	Project - based	Tenant - based	Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
White	0	0	0	458	34	421	0	0	0
Black/African American	0	0	0	39	0	39	0	0	0
Asian	0	0	0	1	0	1	0	0	0
American Indian/Alaska Native	0	0	0	1	0	1	0	0	0
Pacific Islander	0	0	0	0	0	0	0	0	0
Other	0	0	0	0	0	0	0	0	0
*includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition									

Table 24 – Race of Public Housing Residents by Program Type

Data Source: PIC (PIH Information Center)

Ethnicity of Residents

Ethnicity	Certificate	Mod-Rehab	Public Housing	Program Type					
				Vouchers			Special Purpose Voucher		
				Total	Project - based	Tenant - based	Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
Hispanic	0	0	0	6	3	3	0	0	0
Not Hispanic	0	0	0	493	31	459	0	0	0
*includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition									

Table 25 – Ethnicity of Public Housing Residents by Program Type

Demo

Data Source: PIC (PIH Information Center)

Consolidated Plan

ASHLAND

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Section 504 Needs Assessment: Describe the needs of public housing tenants and applicants on the waiting list for accessible units:

The Housing Choice Voucher program needs more one bedroom units, first floor apartments for those who are unable to climb stairs, and accessibility ramps to accommodate motorized wheelchairs/scooters. This allows individuals to live independently longer, which is an increased trend/wish of individuals.

Most immediate needs of residents of Public Housing and Housing Choice voucher holders

The City of Ashland needs more affordable housing units with utilities included. Many families do not have the resources to pay for deposits or owe past due amounts to utility companies.

As there is an increase in single person homes and elderly, one-bedroom units with ADA accessibility are needed.

How do these needs compare to the housing needs of the population at large

These needs are comparable to the population at large. As a whole, the elderly and disabled need stable, accessible housing allowing them to access related supportive services and live independently.

Increased transportation services located in low-income neighborhoods accessing daily life destinations (stores, post office, laundry services, etc.) is critical to the quality of life for all residents, including public housing and voucher recipients, the elderly, and the disabled.

Discussion

Additional funding is needed to build housing for seniors and units that are handicap-accessible. Where funding is available, developers are needed to construct new housing since rehabilitations are cost prohibitive.

NA-40 Homeless Needs Assessment – 91.205(c)

Introduction:

Homeless prevention services in the City of Ashland are provided through small homeless service providers through the following programs:

- Safe Harbor of Northeast Kentucky
- Salvation Army

According to the 2023 K-Count statistics, there is an unmet need of 134 persons in Boyd County, Kentucky.

The U.S. Department of Housing & Urban Development (HUD) requires an annual count as a condition of funding for its homeless service programs. The K-Count allows parties to better understand homelessness in Kentucky by monitoring trends and tracking progress, to make informed decisions for resource allocations.

Only persons who meet HUD’s definition of literally homeless, as defined in paragraphs (1) (i) of the homeless definition on 24 CFR 578.3, are included. To be considered literally homeless for purposes of the K-Count, an individual or family must have a primary nighttime residence that is a public or private place not meant for human habilitation (i.e., unsheltered); or is living in a publicly or privately-operated shelter designated to provide temporary living arrangements, which includes congregate shelters, transitional housing, and hotels or motels paid for by charitable organizations or by federal, state, and local government programs (i.e. sheltered).

The K-Count does not include individuals or families not meeting the definition of homeless under Federal statutes. Most notably, persons who are precariously housed, often referred to as “doubled up” or “couch surfing”-this includes persons who are sharing the housing of others due to the loss of housing, economic hardship, or similar reason, are not counted.

The K-Count is a one night only collection of data on homeless persons. The count must take place during a single 24-hour period the last 10 days in January. The process makes it difficult to paint an accurate picture of homeless in the community. Unsheltered individuals would be scrambling to bunker down in a location providing protection and warmth during the cold weather.

Demo

Often, when people think about who is homeless, they imagine a person who suffers from substance abuse or mental illness. However, research shows that hardship such as medical bills, car repairs, death of an income provider, or loss of a job can begin the trajectory towards becoming homeless. Also, a person may flee from domestic violence to protect themselves and their family, without an alternate residence.

Information taken from Kentucky Housing Corporation: K-Count: Point-in-Time Count of Kentucky's Homeless

Homeless Needs Assessment

Population	Estimate the # of persons experiencing homelessness on a given night		Estimate the # experiencing homelessness each year	Estimate the # becoming homeless each year	Estimate the # exiting homelessness each year	Estimate the # of days persons experience homelessness
	Sheltered	Unsheltered				
Persons in Households with Adult(s) and Child(ren)	0	15	0	0	0	0
Persons in Households with Only Children	0	0	0	0	0	0
Persons in Households with Only Adults	34	48	0	0	0	0
Chronically Homeless Individuals	16	0	0	0	0	0
Chronically Homeless Families	0	0	0	0	0	0
Veterans	0	0	0	0	0	0
Unaccompanied Child	0	0	0	0	0	0
Persons with HIV	1	0	0	0	0	0

Table 26 - Homeless Needs Assessment

Data Source Comments: 2023 K-Count

Indicate if the homeless population is: Has No Rural Homeless

If data is not available for the categories "number of persons becoming and exiting homelessness each year," and "number of days that persons experience homelessness," describe these categories for each homeless population type (including chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth):

Many chronically homeless individuals suffer from illnesses and drug dependency.

The City of Ashland has not been able to track unaccompanied youth. Ashland Assisted Housing provides a Unaccompanied Youth preference for the Housing Choice Voucher program. In Program Year 2024, no applicants requested the preference.

Nature and Extent of Homelessness: (Optional)

Race:	Sheltered:	Unsheltered (optional)
White	0	0
Black or African American	0	0
Asian	0	0
American Indian or Alaska Native	0	0
Pacific Islander	0	0
Ethnicity:	Sheltered:	Unsheltered (optional)
Hispanic	0	0
Not Hispanic	0	0

Data Source

Comments:

Estimate the number and type of families in need of housing assistance for families with children and the families of veterans.

As of June 2025, 385 families are on the Housing Choice Voucher waiting list, 230 families are on the Scope Towers waiting list, and 182 families are on the Debord Terrace waiting list.

Ashland Assisted Housing works in conjunction with the Veterans Administration to assist with homeless veterans. Twenty-one veterans currently receive VASH housing assistance.

Describe the Nature and Extent of Homelessness by Racial and Ethnic Group.

Unable to produce

Describe the Nature and Extent of Unsheltered and Sheltered Homelessness.

Unable to produce

Discussion:

The needs of the homeless population exceeds the available resources in the community.

On a nightly basis, all available shelter beds are occupied.

NA-45 Non-Homeless Special Needs Assessment - 91.205 (b,d)

Introduction:

For the purposes of the Consolidated Plan and subsequent Annual Action Plan, HUD considers the following to be special needs populations:

- Elderly (defined as 62 or older)
- Frail elderly (defined as an elderly person who requires assistance with three or more activities of daily living, such as bathing, walking and performing light housework)
- Persons with mental, physical and/or developmental disabilities
- Persons with alcohol or other drug addictions
- Persons with HIV/AIDS and their families
- Victims of domestic abuse, dating violence, sexual assault, and stalking

Describe the characteristics of special needs populations in your community:

According to 2023 ACS 5-year estimates, about 19.7% of the City's population is aged 65 or older. Of that population, 40.6% of are men, and 59.4% are women.

Additionally, about 26.8% of the total population is disabled with the following issues: ambulatory difficulties, independent living difficulty, and self-care facility.

What are the housing and supportive service needs of these populations and how are these needs determined?

Housing and supportive services vary by population. For seniors, the greatest need is affordable housing designed to allow for successful housing in place. Health care providers and programs designed for senior socialization and recreation are important as well. Victims of domestic violence need emergency shelter for the short term, but their long-term needs will include transitional and permanent supportive housing. Veterans often use shelter services, food banks, and supportive services, but many have difficulty accessing because of mental health and/or substance abuse issues. Some persons with mental, physical, and/or developmental disabilities need supportive housing, particularly those who require onsite supervision, while those who can live independently need permanent housing.

Discuss the size and characteristics of the population with HIV/AIDS and their families within the Eligible Metropolitan Statistical Area:

The Center for Disease Control and Prevention's Annual HIV Surveillance Report provides an overview of the current epidemiology of HIV/AIDS in the United States. Data was not provided for the Huntington-Ashland, WV-KY-OH MSA. . See appendix for additional Kentucky and Boyd County data.

Per the Kentucky HIV/AIDS Surveillance Report 2024, Kentucky has 12,418 cumulative HIV cases as of December 31, 2023. Of this total, 10,259 (82.6%) are males, and 2,159 (17.4%) are females based on sex at birth. Boyd County accounts for 99 of those cases. See attached report for details.

If the PJ will establish a preference for a HOME TBRA activity for persons with a specific category of disabilities (e.g., persons with HIV/AIDS or chronic mental illness), describe their unmet need for housing and services needed to narrow the gap in benefits and services received by such persons. (See 24 CFR 92.209(c)(2) (ii))

HIV Care Coordinator Regions, Kentucky

Serving Boyd County, Kentucky

UK Bluegrass Care Clinic

740 S. Limestone, K512

UK Medical Center

Lexington, Kentucky 40536

859-323-5544

866-761-0206

Discussion:

NA-50 Non-Housing Community Development Needs – 91.215 (f)

Describe the jurisdiction's need for Public Facilities:

In addition to assessing the needs associated with housing services and facilities, the City assessed the status of non-housing community development needs such as parks and recreation, childcare, public works, and public facilities. To conduct this assessment, the City consulted with key stakeholders and service providers.

Within the Consolidated Plan, a goal has been established to provide dependable public facilities used by low-and-moderate-income residents and residents with special needs. Such facilities include child care, youth and community centers, senior centers, and park and recreation facilities. CDBG public facility projects that meet CDBG eligibility requirements align with the goals of the Strategic Plan and address a CDBG National Objective will be considered for funding in the Annual Action Plans.

The Ashland Senior Center provides valuable resources and programs to enrich the lives of senior residents within Ashland. The center provides meals for seniors as well as exercise and socialization.

Studies show children in high-quality early learning program environments develop better math, language, and social skills sooner. In addition, child care is a necessity for low-and-moderate-income parents to work or further their adult education. Ashland Child Development Center, participates in the Kentucky All STARS program, a quality rating and improvement system for licensed day care centers.

Park and recreation facilities serve an important role in the community. They provide opportunities for resident interaction and improve the general aesthetic of the neighborhood. CDBG funds may be used to build or improve playgrounds or buildings primary used for recreation and develop open spaces that will serve low-and-moderate-income areas.

The City of Ashland constructed the Carol Jackson Unity Center (community center) located in the low-and-moderate-income neighborhood of East Central. It is the first center of its kind in the City. Programming for low-and-moderate-income families and individuals may be funded with CDBG allocations.

How were these needs determined?

Public input from Non-Housing Needs Survey; consultation with stakeholders; preliminary research for the comprehensive plan.

Describe the jurisdiction's need for Public Improvements:

Some low-and-moderate-income neighborhoods lack basic sidewalks, curbs, gutters, and storm drains. Other low-and-moderate-income neighborhoods have some of the oldest infrastructure in the City, characterized by narrow streets and lack of parking, aging, and inadequate infrastructure, including storm drain collection systems; inadequate streets and sidewalks with poor surface condition; crumbling curbs; and redesign to facilitate mobility of the disabled and elderly.

Federal allocations have been directed at the low-and-moderate-income area of Pollard Mills. Work has been completed to provide drainage, sidewalks, curbs, and gutters. The project has given a new aesthetic to the neighborhood as well as reduced the chance of flooding in neighborhood homes.

How were these needs determined?

The needs identified for public infrastructure improvements in the City were determined in consultation with the Public Works Department and City Engineer. Respondents to various citizen surveys (Consolidated Plan, Comprehensive Plan, etc.) indicated sidewalks and water infrastructure were of utmost importance. While citizens request water line improvements, the City of Ashland is unable to use CDBG funds for infrastructure involving the public water system.

Describe the jurisdiction's need for Public Services:

Public service activities are consistently ranked as a high priority by residents and other stakeholders. Each program year, up to 15% of the Federal allocation is granted to local public service providers that serve low-and-moderate-income persons. The City proposes to focus funds on households in order to establish, improve, and expand public services, such as youth programs, senior services, emergency food distribution, and employment services. The need exceeds the funds available.

Residents of the East Central Neighborhood rate anti-crime and safety programs as important in their neighborhood. Crime against persons or property and increased drug use are concerns for residents. Ashland Police Department is drafting crime prevention programs tailored to particular neighborhoods such as the Community Outreach Program and the Neighborhood Watch Program.

How were these needs determined?

Service needs are based on the City's desire to ensure quality services are provided to residents to maintain quality of life and promote wellbeing. Through citizen participation, local stakeholder input, and statistical data, public services are a high priority in the Consolidated Plan. Survey results showed services such as basic needs (food) and resources ranked the highest.

Housing Market Analysis

MA-05 Overview

Housing Market Analysis Overview:

Section MA-10 discusses the housing inventory within the City of Ashland. Homeowners in the City of Ashland outnumber renters. The demand for rental housing is driven by low paying jobs and negative credit scores.

Section MA-25, which provides an analysis of public housing available in the City, was prepared by staff at Ashland Assisted Housing Authority.

MA-10 Number of Housing Units – 91.210(a)&(b)(2)

Introduction

According to 2016-2020 CHAS data, Ashland has 10,420 total housing units with 8,525 occupied housing units. Of occupied units, 60% percent are owner-occupied while 40% percent are renter-occupied.

All residential properties by number of units

Property Type	Number	%
1-unit detached structure	7,370	71%
1-unit, attached structure	215	2%
2-4 units	660	6%
5-19 units	1,240	12%
20 or more units	530	5%
Mobile Home, boat, RV, van, etc	405	4%
Total	10,420	100%

Table 27 – Residential Properties by Unit Number

Data Source: 2016-2020 ACS

Unit Size by Tenure

	Owners		Renters	
	Number	%	Number	%
No bedroom	0	0%	95	3%
1 bedroom	105	2%	640	19%
2 bedrooms	1,205	23%	1,690	50%
3 or more bedrooms	3,840	74%	950	28%
Total	5,150	99%	3,375	100%

Table 28 – Unit Size by Tenure

Data Source: 2016-2020 ACS

Describe the number and targeting (income level/type of family served) of units assisted with federal, state, and local programs.

Ashland Assisted Housing administers 643 Housing Choice Vouchers and 22 VASH Vouchers.

Housing Authority of Ashland administers 365 of public housing units.

There are additional low-and-moderate-income subsidized units available within the City: Gla-Low (60 units), Ashland Terrace (100 units), Hillcrest Apartments (did not respond to request), and Bruce Apartments (did not respond to request). Six units at Ashland Terrace are ADA compliant.

Provide an assessment of units expected to be lost from the affordable housing inventory for any reason, such as expiration of Section 8 contracts.

Housing Authority of Ashland administers project-based contracts (Scope and DeBord Terrace), while Ashland Assisted Housing administers tenant-based Housing Choice Vouchers. Both agencies report they expect to lose no units due to expiration of contracts.

Does the availability of housing units meet the needs of the population?

There is not a sufficient number of safe, decent units for low-and-moderate-income persons/families. Cost burden is another indicator of insufficient housing.

Describe the need for specific types of housing:

Affordable housing for seniors is an underserved market. Approximately 40% of the City's households have at least one resident over the age of 62. Senior households have special housing needs due to income, health care costs, and physical disabilities. Many senior citizens need one-bedroom units and units that are ground level due to family size and mobility.

Discussion

City of Ashland's housing stock is older, which provides character, but largely requires updates, energy-efficiency, and/or maintenance. The older housing stock may attribute to the City's lower housing values.

MA-15 Housing Market Analysis: Cost of Housing - 91.210(a)

Introduction

According to 2016-2020 CHAS data, the City of Ashland's population has decreased by 940 persons (4%), from 21,390 to 20,450 between 2009 and 2020.

With the decrease in population, there has been little to no new home construction. Home values have increased by 7%, while contract rents have increased by 8%

Cost of Housing

	Base Year: 2009	Most Recent Year: 2020	% Change
Median Home Value	95,400	101,900	7%
Median Contract Rent	458	494	8%

Table 29 – Cost of Housing

Data Source: 2000 Census (Base Year), 2016-2020 ACS (Most Recent Year)

Rent Paid	Number	%
Less than \$500	1,820	53.8%
\$500-999	1,455	43.1%
\$1,000-1,499	105	3.1%
\$1,500-1,999	10	0.3%
\$2,000 or more	0	0.0%
Total	3,390	100.3%

Table 30 - Rent Paid

Data Source: 2016-2020 ACS

Housing Affordability

Number of Units affordable to Households earning	Renter	Owner
30% HAMFI	850	No Data
50% HAMFI	1,235	770
80% HAMFI	2,375	1,774
100% HAMFI	No Data	2,354
Total	4,460	4,898

Table 31 – Housing Affordability

Data Source: 2016-2020 CHAS

Monthly Rent

Monthly Rent (\$)	Efficiency (no bedroom)	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom
Fair Market Rent	844	850	971	1,259	1,459
High HOME Rent	0	0	0	0	0
Low HOME Rent	0	0	0	0	0

Table 32 – Monthly Rent

Data Source Comments:

Is there sufficient housing for households at all income levels?

No.

Ashland Assisted Housing decreased payment standards to 100% of Fair Market Rents (FMR) to accommodate the families needing assistance. Based on payment standards and limitations of participants income, landlords are asked to drop rents to accommodate the Tenant Total Payment (TTP).

How is affordability of housing likely to change considering changes to home values and/or rents?

Home values in Ashland are constant and do not fluctuate greatly.

Affordability of housing is circular. In order to purchase a home, a family needs steady employment that allows for savings for a deposit. Many low-and-moderate-income families work in service positions with varied amount of hours and minimal wages. In Ashland families can barely afford their basic expenses (food, transportation, etc.), leaving very little change for saving for a deposit for a home.

Many families have only the option to rent. Based on an increased amount of people in Ashland who do rent, the demand outweighs the supply. Landlords base rent amounts on the market.

As there are limited amounts of one-bedroom units, renters pay higher rent for larger unit. This is problematic as the family size does not match the unit size. This effect impacts families of all sizes and causes higher percentage of income paid for rent and utilities.

How do HOME rents / Fair Market Rent compare to Area Median Rent? How might this impact your strategy to produce or preserve affordable housing?

Fair Market Rents are based on the Huntington/Ashland/Ironton MSA. Rental amounts in neighboring areas are higher than within the City of Ashland. This may be because of newer housing stock and more jobs in these metropolitan areas. Ashland rents are appropriate for units sizes. The discrepancy is families taking wrong sized units because of availability.

The Median Gross Rent for up to 4 bedrooms in the City of Ashland is \$914 per 2023 ACS 5-year estimates, which is 15.1% less than the current average fair market rent of \$1,077.

Discussion

Because of the City of Ashland's lack of community growth and development, 85% of its occupied housing units were built before 1980. 39% of homes were built before 1950 causing various issues. In order to provide affordable housing, the best option is for new development. The City of Ashland has met with developers, but there is little new construction.

Many families are unable to secure a deposit to own a home, while other homeowners are unable to afford the costs to maintain (home repair, utilities, improvements, etc.)

MA-20 Housing Market Analysis: Condition of Housing – 91.210(a)

Introduction

From 2009 to 2020, the number of persons living in the City of Ashland has decreased by 4%. With the decrease in population and no substantial economic growth, there has been little to no new home construction.

Describe the jurisdiction's definition of "standard condition" and "substandard condition but suitable for rehabilitation":

Dwelling is a housing structure entirely for residential purposes.

Single-Family-Unit is designated for single family use, although more than one family may reside, if every resident has access to all parts of the structure.

Standard Unit meets all state and local codes.

Substandard Unit fails to meet the minimum housing requirements as set forth in the International Property Maintenance Code as adopted by the City of Ashland.

Condition of Units

Condition of Units	Owner-Occupied		Renter-Occupied	
	Number	%	Number	%
With one selected Condition	920	18%	1,200	36%
With two selected Conditions	25	0%	45	1%
With three selected Conditions	0	0%	0	0%
With four selected Conditions	0	0%	0	0%
No selected Conditions	4,210	82%	2,135	63%
Total	5,155	100%	3,380	100%

Table 33 - Condition of Units

Data Source: 2016-2020 ACS

Year Unit Built

Year Unit Built	Owner-Occupied		Renter-Occupied	
	Number	%	Number	%
2000 or later	134	3%	160	5%
1980-1999	500	10%	765	23%
1950-1979	2,695	52%	1,915	57%
Before 1950	1,825	35%	535	16%
Total	5,154	100%	3,375	101%

Table 34 – Year Unit Built

Data Source: 2016-2020 CHAS

Risk of Lead-Based Paint Hazard

Risk of Lead-Based Paint Hazard	Owner-Occupied		Renter-Occupied	
	Number	%	Number	%
Total Number of Units Built Before 1980	4,520	88%	2,450	73%
Housing Units build before 1980 with children present	160	3%	25	1%

Table 35 – Risk of Lead-Based Paint

Data Source: 2016-2020 ACS (Total Units) 2016-2020 CHAS (Units with Children present)

Vacant Units

	Suitable for Rehabilitation	Not Suitable for Rehabilitation	Total
Vacant Units	0	0	0
Abandoned Vacant Units	0	0	0
REO Properties	0	0	0
Abandoned REO Properties	0	0	0

Table 36 - Vacant Units

Data Source: 2005-2009 CHAS

Need for Owner and Rental Rehabilitation

<TYPE=[text] REPORT_GUID=[F8DC4D3147433947165558A235C46686]
PLAN_SECTION_ID=[1313801000]>

Estimated Number of Housing Units Occupied by Low or Moderate Income Families with LBP Hazards

Based on the 2016-2020 CHAS data, approximately 6,970 households are living in pre-1978 housing units that may be subject to Lead Based Paint hazards.

The Ashland-Boyd County Health Department has no identified cases of Lead Based Paint Poisoning.

Discussion

City of Ashland's housing stock is older, which provides character, but largely requires updates, energy-efficiency, and/or maintenance. The older housing stock may attribute to the City's lower housing values and increased maintenance costs.

MA-25 Public and Assisted Housing – 91.210(b)

Introduction

Public Housing in the City of Ashland is the responsibility of Ashland Housing Authority. AHA is not an agency of the City of Ashland. AHA oversees two apartment complexes: Scope Towers and DeBord Terrace. As of June 2025, Scope Towers has 230 families on its waiting list, while 182 families are on the waiting list for DeBord Terrace. These are the only public housing complexes. There are 19 ADA compliant units within the two complexes.

Ashland Assisted Housing Authority, a division of the City of Ashland's Department of Community and Economic Development, administers the Housing Choice Voucher (HCV) program. As of June 2025, 385 families are waiting for assistance.

Totals Number of Units

	Program Type								
	Certificate	Mod-Rehab	Public Housing	Vouchers					
				Total	Project -based	Tenant -based	Special Purpose Voucher		
							Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
# of units vouchers available	0	0		616	29	587	0	0	0
# of accessible units									
*includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition									

Table 37 – Total Number of Units by Program Type

Data Source: PIC (PIH Information Center)

Describe the supply of public housing developments:

Describe the number and physical condition of public housing units in the jurisdiction, including those that are participating in an approved Public Housing Agency Plan:

Public Housing in the City of Ashland is the responsibility of Ashland Housing Authority. AHA oversees two apartment complexes: Scope Towers (262 units) and DeBord Terrace (103 units). Scope Towers has 230 families on its waiting list while 182 families are on the waiting list for DeBord Terrace.

There are a total of 19 ADA compliant units within the two complexes.

The physical condition of Ashland Housing Authority units (Scope Towers and DeBord Terrace) are considered good.

Public Housing Condition

Public Housing Development	Average Inspection Score

Table 38 - Public Housing Condition

Describe the restoration and revitalization needs of public housing units in the jurisdiction:

Renovation not required, but Ashland Housing Authority is remodeling three buildings at DeBord Terrace, including kitchen, doors, windows, siding, and foundation.

Ashland Housing Authority completed a 1-million dollar slippage project at DeBord Terrace ensuring the safety of residents and housing stock.

Describe the public housing agency's strategy for improving the living environment of low- and moderate-income families residing in public housing:

Ashland Housing Authority continues general property improvements with new facades, new appliances, beautification of exterior of buildings. ADA Accessibility features were updated at Scope Towers.

The Housing Authority coordinates with multiple service providers to assist residents live quality lives.

Discussion:

According to multiple homeless service providers, public housing policies require past tenants to be ineligible/banned for assistance for a period of time after eviction from public housing. This enables low-and-moderate-income persons with the most need to not be served. This population is often found at local shelters.

While improvements are continually made to public housing properties, the stigma of living in public housing lingers.

MA-30 Homeless Facilities and Services – 91.210(c)

Introduction

According to the 2023 K-Count statistics, there is an unmet need of 134 persons in Boyd County, Kentucky.

The U.S. Department of Housing and Urban Development (HUD) requires an annual count as a condition of funding for its homeless service programs. The K-Count allows parties to better understand homelessness in Kentucky by monitoring trends and tracking progress to make informed decisions for resource allocations.

Only persons who meet HUD’s definition of literally homeless, as defined in paragraphs (1) (i) of the homeless definition on 24 CFR 578.3, are included. To be considered literally homeless for purposes of the K-Count, an individual or family must have a primary nighttime residence that is a public or private place not meant for human habilitation (i.e., unsheltered); or is living in a publicly or privately-operated shelter designated to provide temporary living arrangements, which includes congregate shelters, transitional housing, and hotels or motels paid for by charitable organizations or by federal, state, and local government programs (i.e. sheltered).

The K-Count does not include individuals or families who only meet the definition of homeless under Federal statutes. Most notably, persons who are precariously housed, often referred to as “doubled up” or “couch surfing,” which includes persons who are sharing the housing of others due to the loss of housing, economic hardship, or similar reason.

The K-Count is a one night only collection of data on homeless persons. The count must take place during a single 24-hour period the last 10 days in January.

Often, when people think about who is homeless, they imagine a person who suffers from substance abuse or mental illness. However, research shows that hardship such as medical bills, car repairs, death of an income provider, or loss of a job can begin the trajectory towards becoming homeless. Also, a person may flee from domestic violence to protect themselves and their family without an alternate residence.

Information taken from Kentucky Housing Corporation: K-Count: Point-in-Time Count of Kentucky’s Homeless

Facilities and Housing Targeted to Homeless Households

	Emergency Shelter Beds		Transitional Housing Beds	Permanent Supportive Housing Beds	
	Year Round Beds (Current & New)	Voucher / Seasonal / Overflow Beds	Current & New	Current & New	Under Development
Households with Adult(s) and Child(ren)	12	0	3	0	0
Households with Only Adults	43	0	5	0	0
Chronically Homeless Households	0	0	0	0	0
Veterans	0	0	0	0	0
Unaccompanied Youth	0	0	0	0	0

Table 39 - Facilities and Housing Targeted to Homeless Households

Data Source Comments: 2023 K-Count

Describe mainstream services, such as health, mental health, and employment services to the extent those services are used to complement services targeted to homeless persons

Homelessness impacts the whole being of a person. Homeless persons often face concurring or multiple health, behavioral health, and addiction problems. Providing health care treatment for the homeless is difficult.

List and describe services and facilities that meet the needs of homeless persons, particularly chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth. If the services and facilities are listed on screen SP-40 Institutional Delivery Structure or screen MA-35 Special Needs Facilities and Services, describe how these facilities and services specifically address the needs of these populations.

Shelters

Safe Harbor of Northeast Kentucky: Domestic Violence

Salvation Army of Ashland

Housing

Ashland Assisted Housing Authority (VASH and HCV program)

Ashland Housing Authority

Community Assistance Referral Services (CAREs)

Safe Harbor of Northeast Kentucky

Veterans Administration Medical Center

Prevention

Pathways

Community Assistance Referral Service (CAREs)

Safe Harbor of Northeast Kentucky

Support Services

King's Daughters Medical Center

Community Assistance Referral Services (CAREs)

Safe Harbor of Northeast Kentucky

Hillcrest-Bruce Mission

United Way of Northeast Kentucky

Ashland Independent School System

Kentucky: Cabinet for Health and Families

Community Advocacy

Northeast Community Action Council

Community Assistance Referral Service (CAREs)

Safe Harbor of Northeast Kentucky

MA-35 Special Needs Facilities and Services – 91.210(d)

Introduction

Specific housing and supportive services vary by population but all share a common needs.

The City of Ashland continues to utilize multiple service agencies to meet the needs of special needs populations:

Community Assistance and Referral Service (CAREs) assists with housing and referral to housing for the hard-to-house and homeless population in Ashland. CAREs is the City of Ashland's Coordinated entry lead agency for all LMI persons seeking assistance with housing and non-housing needs. The City of Ashland Department of Community and Economic Development utilizes CAREs in the coordination of services between the public and assisted housing providers and to monitor the public service agencies that also receive CDBG funding.

The City of Ashland, through its Division of Assisted Housing, works with Correctional Institutions to provide housing applications before release of clients. The City of Ashland also coordinates with parole offices when clients are under their supervision to better individual outcomes.

Ashland Community Kitchen serves meals to homeless and at-risk-of-becoming-homeless in Ashland. The Community Kitchen serves 3 meals per day, 5 days a week. CAREs (Community Assistance and Referral Services) screens applicants for the program and client services are tracked through the “neighborhood card” system.

Hillcrest-Bruce Mission provides assistance with clothing, food pantry, onsite dental, education, employment, etc. Hillcrest-Bruce Mission serves two housing complexes as well as neighborhood residents in the Pollard Mills Target Area. In addition, Hillcrest-Bruce expanded their food pantry service to Gla-Low and surrounding designated area in 2018 with the use of CDBG funds.

Safe Harbor of Northeast Kentucky’s mission is dedicated to eliminating domestic violence through prevention, education, and intervention. Safe Harbor works to stop the cycle of violence and to help victims become survivors through the agency’s holistic approach to services. The goal is to help each victim create an abuse free life plan and to move to self-sufficiency through such assistance as: medical/legal advocacy, counseling, financial empowerment classes, job/school mentoring and life skills.

Including the elderly, frail elderly, persons with disabilities (mental, physical, developmental), persons with alcohol or other drug addictions, persons with HIV/AIDS and their families, public housing residents and any other categories the jurisdiction may specify, and describe their supportive housing needs

- Elderly-accessibility to facilitate independent living (age in place).

- Frail elderly-assisted living services and accessibility issues.
- Persons with physical disabilities-accessible housing which allows for independent living.
- Persons with mental disabilities-case management, recovery services, primary medical care and daily living skills.
- Public Housing residents-connections to mainstream services that will help develop independent living skills.
- Veterans-additional VASH vouchers are needed, as is financial assistance to help cover move-in expenses.
- Victims of domestic violence-permanent housing that allows them to become self-sufficient.

Describe programs for ensuring that persons returning from mental and physical health institutions receive appropriate supportive housing

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Specify the activities that the jurisdiction plans to undertake during the next year to address the housing and supportive services needs identified in accordance with 91.215(e) with respect to persons who are not homeless but have other special needs. Link to one-year goals. 91.315(e)

The City of Ashland CDBG program provides public service grants targeting homeless and special needs.

City of Ashland will continue to encourage income-eligible elderly households to apply for assistance through the Housing Rehabilitation program and income-eligible families to apply for down payment homeowner assistance, as funding allows.

Ashland Assisted Housing will continue to recruit landlords to expand affordable housing with accessibility features for the elderly and disabled.

For entitlement/consortia grantees: Specify the activities that the jurisdiction plans to undertake during the next year to address the housing and supportive services needs identified in accordance with 91.215(e) with respect to persons who are not homeless but have other special needs. Link to one-year goals. (91.220(2))

The City of Ashland coordinates with public service agencies to execute programs assisting low-and-moderate-income individuals and families. Individuals and families often need temporary assistance with utility bills, rent, or health-related expenses to reduce the risk. 15% of CDBG funding is allocated to service agencies who serve vulnerable populations.

MA-40 Barriers to Affordable Housing – 91.210(e)

Negative Effects of Public Policies on Affordable Housing and Residential Investment

Much of Ashland's population is considered low-and-moderate income, which causes multiple barriers to affordable housing. Low-income homeowners cannot maintain their homes and must rely on programs as Homeowner Rehabilitation project or LiHeap Program. Many homes are cited for code enforcement violations which become costly for the homeowner. Liens are placed on non-compliant housing units when violations are not paid.

While policies are created with the best intentions, policies can cause a negative effect. Currently, East Central Neighborhood has many vacant lots that could be used for development, but based on regulations, the lots do not conform to present zoning ordinances and lot size requirements. The lots are too narrow per current regulations.

MA-45 Non-Housing Community Development Assets – 91.215 (f)

Introduction

The City of Ashland is located in the northeastern corner of the state of Kentucky along the Ohio River. The City currently encompasses 17.02 square miles with a population of approximately 20,450 citizens. Ashland is Eastern Kentucky's largest urban area as well as a center for health care, commerce, banking, and recreational activities. It is located in a tri-state Metropolitan Statistical Area, which includes Huntington, West Virginia, and Ironton, Ohio.

Ashland is located within Boyd County, Kentucky in Northeast Kentucky.

Economic Development Market Analysis

Business Activity

Business by Sector	Number of Workers	Number of Jobs	Share of Workers %	Share of Jobs %	Jobs less workers %
Agriculture, Mining, Oil & Gas Extraction	44	1	1	0	-1
Arts, Entertainment, Accommodations	1,001	2,053	16	17	1
Construction	322	253	5	2	-3
Education and Health Care Services	1,965	5,162	31	42	11
Finance, Insurance, and Real Estate	289	434	5	4	-1
Information	81	142	1	1	0
Manufacturing	493	406	8	3	-5
Other Services	205	462	3	4	1
Professional, Scientific, Management Services	370	713	6	6	0
Public Administration	0	0	0	0	0
Retail Trade	1,106	2,311	18	19	1
Transportation and Warehousing	219	95	3	1	-2
Wholesale Trade	206	298	3	2	-1
Total	6,301	12,330	--	--	--

Table 40 - Business Activity

Data Source: 2016-2020 ACS (Workers), 2020 Longitudinal Employer-Household Dynamics (Jobs)

Labor Force

Total Population in the Civilian Labor Force	9,667
Civilian Employed Population 16 years and over	8,859
Unemployment Rate	8.40
Unemployment Rate for Ages 16-24	9.10
Unemployment Rate for Ages 25-65	9.00

Table 41 - Labor Force

Data Source Comments: 2023 ACS 5-Year Estimates

Occupations by Sector	Number of People
Management, business and financial	1,940
Farming, fisheries and forestry occupations	330
Service	780
Sales and office	1,930
Construction, extraction, maintenance and repair	395
Production, transportation and material moving	550

Table 42 – Occupations by Sector

Data Source: 2016-2020 ACS

Travel Time

Travel Time	Number	Percentage
< 30 Minutes	5,836	78%
30-59 Minutes	1,271	17%
60 or More Minutes	343	5%
Total	7,450	100%

Table 43 - Travel Time

Data Source: 2016-2020 ACS

Education:

Educational Attainment by Employment Status (Population 16 and Older)

Educational Attainment	In Labor Force		Not in Labor Force
	Civilian Employed	Unemployed	
Less than high school graduate	337	46	526
High school graduate (includes equivalency)	1,638	261	1,132
Some college or Associate's degree	2,782	316	1,193

Educational Attainment	In Labor Force		Not in Labor Force
	Civilian Employed	Unemployed	
Bachelor's degree or higher	2,051	48	432

Table 44 - Educational Attainment by Employment Status

Data Source Comments: 2023 ACS 5-Year Estimates for population 25 to 64 years

Educational Attainment by Age

	Age				
	18–24 yrs	25–34 yrs	35–44 yrs	45–65 yrs	65+ yrs
Less than 9th grade	23	0	30	45	59
9th to 12th grade, no diploma	94	76	108	263	123
High school graduate, GED, or alternative	332	437	416	703	581
Some college, no degree	227	358	360	538	284
Associate's degree	132	241	286	231	102
Bachelor's degree	72	119	71	268	192
Graduate or professional degree	14	81	114	296	374

Table 45 - Educational Attainment by Age

Data Source Comments: 2023 ACS 5-Year Estimates

Educational Attainment – Median Earnings in the Past 12 Months

Educational Attainment	Median Earnings in the Past 12 Months
Less than high school graduate	16,809
High school graduate (includes equivalency)	24,728
Some college or Associate's degree	30,755
Bachelor's degree	30,661
Graduate or professional degree	49,519

Table 46 – Median Earnings in the Past 12 Months

Data Source: 2016-2020 ACS

Based on the Business Activity table above, what are the major employment sectors within your jurisdiction?

For 2024, King's Daughters Medical Center was the largest employer in Ashland with 4,744 employees, or 19.76% of the City's workforce.

Describe the workforce and infrastructure needs of the business community:

Skilled jobs, and training for those jobs, is needed. At one time, Ashland was in a manufacturing region, but this is no longer the case. Ashland does not have enough land for large manufacturing, but surrounding areas have available land for manufacturing.

Describe any major changes that may have an economic impact, such as planned local or regional public or private sector investments or initiatives that have affected or may affect job and business growth opportunities during the planning period. Describe any needs for workforce development, business support or infrastructure these changes may create.

2019 marked the purchase and renovation of the Delta Marriott Hotel in downtown Ashland by a private developer. Total project was \$21 million in improvements, which includes \$4.5 million in local tax increment financing (TIF) funds.

January of 2020, the Kentucky Economic Development Finance Authority awarded \$6.8 million in Tax Increment Financing Money to Ashland. Funds will be used to build conference center and parking structure located next to the Delta Marriott.

The City is evaluating its economic model as manufacturing in the area has decreased

How do the skills and education of the current workforce correspond to employment opportunities in the jurisdiction?

The current workforce is fairly equipped for employment opportunities in the jurisdiction (sales/retail); however maintaining adequate numbers of skilled employees appears to be one of the greater challenges to growth. The City of Ashland needs to see additional trained trade professionals to attract manufacturing jobs and higher post-secondary attainment.

Describe any current workforce training initiatives, including those supported by Workforce Investment Boards, community colleges and other organizations. Describe how these efforts will support the jurisdiction's Consolidated Plan.

Ashland Alliance

The City of Ashland works closely with Ashland Alliance, local chamber of commerce, to impact economic growth. The mission of the Ashland Alliance Corporation is to advance the economic development and business prosperity of Boyd and Greenup counties and the surrounding region by:

- Aggressively pursuing job creation opportunities and job retention programs
- Promoting capital investment in the area by both public and private sources.
- Fostering a business climate leading to increased trade and commerce amongst its members.
- Initiating and supporting civil, social, cultural and educational programs designed to increase the quality of life in the area.

Ashland Community & Technical College

Ashland Community and Technical College (ACTC) is a public community college in Ashland, Kentucky. It is an open-admissions college and part of the Kentucky Community and Technical College System. It was founded in 1938 to allow students the opportunity to obtain associate degrees, certificates and diplomas as well as provide vocational and technical training. The courses offered range from Cosmetology, Culinary Arts, business, education, health-related courses, information technology and a range of industrial technology degrees among others. ACTC develops training opportunities as the region's workforce changes. Current programs include job training for proposed aluminum mill, Braidy Industries. Located off of KY67 (Industrial Parkway) at the East Park Industrial Park, which offers numerous industrial technology degrees that often reflect the job stock in the Ashland region that include programs in industrial maintenance, machine tool technology, electrical technology and welding.

Ready to Work Communities

More than 70% of Kentucky's counties are Work Ready or Work Ready in progress. All of Kentucky's counties have started the process to be Work Ready.

A Kentucky Work Ready Community Certification is a measure of a county's workforce quality. It is an assurance to business and industry that the community is committed to providing the highly-skilled workforce required in today's competitive global economy. Through this effort, Kentucky communities can assess their own work strengths and follow a process to become certified as Work Ready.

Does your jurisdiction participate in a Comprehensive Economic Development Strategy (CEDS)?

Yes

If so, what economic development initiatives are you undertaking that may be coordinated with the Consolidated Plan? If not, describe other local/regional plans or initiatives that impact economic growth.

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Discussion

Located off of KY 67 (Industrial Parkway) at the East Park Industrial Park, which offers numerous industrial technology degrees that often reflect the job stock in the Ashland region that include programs in industrial maintenance, machine tool technology, electrical technology and welding.

MA-50 Needs and Market Analysis Discussion

Are there areas where households with multiple housing problems are concentrated? (include a definition of "concentration")

Concentration is considered to be 50% or more of residents in an area. Unfortunately, areas with multiple housing problems are concentrated in areas with a higher amount of low-and-moderate-income families. These concentrated areas have become prioritized as CDBG Target Areas: Pollard Mills, East Central, and West Central Neighborhoods.

Higher rates of housing code violations are concentrated in neighborhoods with high percentage of rental properties.

Are there any areas in the jurisdiction where racial or ethnic minorities or low-income families are concentrated? (include a definition of "concentration")

Concentration is considered to be 50% or more of residents in an area. There is not a concentration of racial or ethnic minorities within the jurisdiction. There are three low-to-moderate-income areas. These areas are considered CDBG Target Areas: Pollard Mills, East Central, and West Central Neighborhoods.

What are the characteristics of the market in these areas/neighborhoods?

Target Areas are often characterized as having average to below average housing conditions; smaller lots that utilize the majority of the lot with little to no yard area; no off-street parking; excessive rental property; and deteriorating infrastructure.

A physical needs assessment of the 34th to 35th block of Central Avenue was completed in 2018 by an independent, registered engineering firm. This block is located within the East Central Neighborhood. This particular street block has a poverty rate of 47.42%, a vacancy rate of 8.06%, and a need for affordable housing ratio of 1.38. The deficiencies were severe enough to make renovations cost-prohibitive. The assessment indicated that the housing inspected were poor candidates for rehabilitation. This is reminiscent in all of East Central. Deficiencies include:

- Roofs are mostly asphalt in excess of 20 years and at the end of the life cycle with minimal or no insulation
- Lumber used for framing is water damaged, dry rotten, and evidence of termites
- Electric heat is at the end of life cycle
- Mold and mildew caused by accumulation of heat and humidity
- No central air
- Overloaded electrical circuits caused by multiple air conditioning units in apartments
- ADA noncompliant sidewalks

- Insufficient street lightening
- Lack of parking
- Walls are comprised of wooden lath with minimal or no insulation

Are there any community assets in these areas/neighborhoods?

“The Neighborhood” is located on the fringe of East and City Central and provides services from the Community Kitchen, Community Assistance and Referral Service (CAREs), River Cities Harvest, Dressing Room, Clean Start, and Hope Central. Their mission is to provide a safe, secure, clean, and convenient one-stop center for those in need of assistance. With multiple agencies located together in a common location, they can improve family access to services, less duplication of services, and meet the future needs of families in the area. Their goal is to increase employability and reduce the risk of homelessness for families in the region. CAREs is the HUB for all service agencies and enters all required information into the Homeless Management Information System (HMIS). HMIS is a database that collects specific data on people experiencing homelessness and the housing and homeless services that they receive.

Hillcrest-Bruce Mission provides assistance with clothing, food pantry, onsite dental, education, employment, etc. Hillcrest-Bruce Mission serves two housing complexes as well as neighborhood residents in the Pollard Mills Target Area. In addition, Hillcrest-Bruce expanded their food pantry service to Gla-Low and surrounding designated area in 2018 with the use of CDBG funds.

Are there other strategic opportunities in any of these areas?

The three target areas are located near or border commercial or business zones. Opportunity exists in forming businesses on the edge of neighborhoods allowing for residents to have access to services without the need for transportation.

Creating a small knit community would increase in neighborhood pride, increase of property value, and increase owner-occupied properties.

MA-60 Broadband Needs of Housing occupied by Low- and Moderate-Income Households - 91.210(a)(4), 91.310(a)(2)

Describe the need for broadband wiring and connections for households, including low- and moderate-income households and neighborhoods.

Per the 2023 ACS 5-year estimates, the City of Ashland has 9,356 households; 8,794 (94%) of those households have computers; and 8,111 (86.7%) of those households have broadband of any type. Studies report broadband and computer availability increases educational and professional opportunities.

While the need of broadband is great in low-and-moderate-income neighborhoods, funding limitations prohibit additional services.

Describe the need for increased competition by having more than one broadband Internet service provider serve the jurisdiction.

Having multiple providers allows for healthy competition in the market. Being located in Eastern Kentucky providers are limited. Spectrum and Windstream are local providers of broadband.

MA-65 Hazard Mitigation - 91.210(a)(5), 91.310(a)(3)

Describe the jurisdiction's increased natural hazard risks associated with climate change.

Seasonal precipitation has the largest impact has the largest risk factor. Increased rain and humidity causes issues such as: moisture in homes causing mold and mildew, flooding of basements, and damage to structures.

Winter storms and wide fluctuating temperatures cause a flux of infrastructure issues including breaking water system pipes. Many low-and-moderate-income families, especially elderly and disabled, have difficulty getting bottled or potable water.

Extreme temperatures cause increased utility bills, which directly influence both homeowners and renters. Utility charts must be analyzed and revised appropriately.

Describe the vulnerability to these risks of housing occupied by low- and moderate-income households based on an analysis of data, findings, and methods.

Many houses and apartments are 50+ years old within the City of Ashland. With little to no isolation and old heating and cooling systems. For some, this becomes a very dangerous living situation and often have difficulty find relief from the elements.

Strategic Plan

SP-05 Overview

Strategic Plan Overview

The City of Ashland 2025-2029 Consolidated Plan will concentrate on Infrastructure Improvements, Reducing Homelessness, Safe and Affordable Housing, Dependable Public Facilities, Adequate Public Services, and General Administration.

SP-10 Geographic Priorities – 91.215 (a)(1)

Geographic Area

Table 47 - Geographic Priority Areas

1	Area Name:	City-wide
	Area Type:	
	Other Target Area Description:	
	HUD Approval Date:	
	% of Low/ Mod:	
	Revital Type:	Other
	Other Revital Description:	City-wide Handicap Accessibility Improvements
	Identify the neighborhood boundaries for this target area.	
	Include specific housing and commercial characteristics of this target area.	
	How did your consultation and citizen participation process help you to identify this neighborhood as a target area?	
	Identify the needs in this target area.	
	What are the opportunities for improvement in this target area?	
	Are there barriers to improvement in this target area?	
2	Area Name:	EAST CENTRAL NEIGHBORHOOD
	Area Type:	Local Target area
	Other Target Area Description:	
	HUD Approval Date:	
	% of Low/ Mod:	
	Revital Type:	Comprehensive
	Other Revital Description:	

Identify the neighborhood boundaries for this target area.	The East Central Neighborhood borders Winchester Avenue between 29th Street and 35th Street and crossed over Debord Hill Road to Simpson Road. The west border is 29th Street which if take North will tke you back to Winchester Avenue.
Include specific housing and commercial characteristics of this target area.	A majority of the homes are over 50 years old. Many are in disrepair. Homeowners have difficulty with the maintenance of the homes, and landlords choose not to make repairs. East Central has a higher than average crime rate, and citizens have complained of loiterers at anytime of the day or night. Homeless disguise tents behind trees and homes. The City has used the General Fund to demolish many houses leaving empty lots for future housing. Staff has met with local developers but progress has not been made.
How did your consultation and citizen participation process help you to identify this neighborhood as a target area?	Citizens are concerned of the illegal activity occuring in their neighborhood. The neighborhood has a large percentage of low-and-moderate-income persons who use The Neighborhood. Housing stock is in a state of disrepair.
Identify the needs in this target area.	(1) Basic services (2) Increased safety measures (3) Affordable, decent housing (4) Job opportunities
What are the opportunities for improvement in this target area?	The City previously requested assistance from HUD to look at the 3400 Block of Central Avenue to use Slum and Blight. Comments were not returned on the inquiry. Currently, there is two condemned houses, one vacant house that was donated to the City, and 1 vacant home in foreclosure. Within the last 6 months, the City has torn down 2 homes on the block. One landlord who owns 4 homes and 5 apartments on the block was interested in selling her properties. But without HUD comment, the City was unabe to move forward.

	Are there barriers to improvement in this target area?	Home rehabilitation is difficult to complete as it is cost prohibitive. Economically, it would cost less to tear down and rebuild. Constraints exist because the reconstruction may only be at current side, which by today's zoning and planning standards are too narrow. Energy-efficient windows would assist many homeowners with utility bills, but based on the age of the homes and paper thin walls, it may not be practical.
3	Area Name:	POLLARD MILLS NEIGHBORHOOD
	Area Type:	Local Target area
	Other Target Area Description:	
	HUD Approval Date:	
	% of Low/ Mod:	
	Revital Type:	Comprehensive
	Other Revital Description:	
	Identify the neighborhood boundaries for this target area.	Pollard is generally defined as Census Tract 308, Block Groups 2 and 3. More specifically, Pollard is bounded by Blackburn Ave to the South, Central Ave to the North, Westwood to the West and 13th St to the East.
	Include specific housing and commercial characteristics of this target area.	Consists of four low-income apartment complexes - Unity (70 Senior Units); Bruce II (40 Senior or Disabled Units); Bruce I (160 1/2/3 BR Units); Hillcrest (150 2/3 BR Units). Commercial property includes strip mall with retail, restaurants, grocery, & medical.
	How did your consultation and citizen participation process help you to identify this neighborhood as a target area?	Density of residents that live below the poverty level due to lack of skills, education, training, and experience. Density of residents that qualify for SNAP. Density of residents that lack organic transportation limiting their ability to work outside of walking distance.
	Identify the needs in this target area.	(1) Basic services (2) Affordable, decent housing (3) Public Transportation

	What are the opportunities for improvement in this target area?	(1) Converting blighted property into new construction duplexes (2) Converting rental property into owner-occupied housing (3) Weatherization of housing units (4) Sidewalk replacement
	Are there barriers to improvement in this target area?	(1) Lot size of blighted property doesn't support new construction based on zoning/planning. (2) Current rental residents don't have sufficient income or satisfactory credit to become owners.
4	Area Name:	Scattered Sites
	Area Type:	
	Other Target Area Description:	
	HUD Approval Date:	
	% of Low/ Mod:	
	Revital Type:	Other
	Other Revital Description:	Scattered Sites
	Identify the neighborhood boundaries for this target area.	
	Include specific housing and commercial characteristics of this target area.	
	How did your consultation and citizen participation process help you to identify this neighborhood as a target area?	
	Identify the needs in this target area.	
	What are the opportunities for improvement in this target area?	
	Are there barriers to improvement in this target area?	
5	Area Name:	WEST CENTRAL NEIGHBORHOOD
	Area Type:	Local Target area
	Other Target Area Description:	

HUD Approval Date:	
% of Low/ Mod:	
Revital Type:	Comprehensive
Other Revital Description:	
Identify the neighborhood boundaries for this target area.	
Include specific housing and commercial characteristics of this target area.	
How did your consultation and citizen participation process help you to identify this neighborhood as a target area?	
Identify the needs in this target area.	
What are the opportunities for improvement in this target area?	
Are there barriers to improvement in this target area?	

General Allocation Priorities

Describe the basis for allocating investments geographically within the jurisdiction (or within the EMSA for HOPWA)

SP-25 Priority Needs - 91.215(a)(2)

Priority Needs

Table 48 – Priority Needs Summary

1	Priority Need Name	Infrastructure Improvements
	Priority Level	High
	Population	Extremely Low Low Moderate Large Families Families with Children Elderly Public Housing Residents Elderly Frail Elderly Persons with Mental Disabilities Persons with Physical Disabilities Persons with Developmental Disabilities Non-housing Community Development
	Geographic Areas Affected	POLLARD MILLS NEIGHBORHOOD EAST CENTRAL NEIGHBORHOOD WEST CENTRAL NEIGHBORHOOD
	Associated Goals	Infrastructure Improvements
	Description	The City of Ashland Community Development Block Grant funding plan for 2025-2029 is to assist in infrastructure improvements in low-and-moderate-income target areas of East Central, West Central, and Pollard Mills. Infrastructure includes, but is not limited to storm water, retaining walls, sidewalks, curbs, gutters, paving, etc. CDBG funding may be used for predevelopment costs as well as engineering, environmental review, and construction costs.
	Basis for Relative Priority	All citizens deserve dependable infrastructure that eliminates boundaries and allows for all individuals to enjoy their neighborhood. For example, storm drainage reduces flooding of homes, and ADA sidewalks allow citizens to more easily walk/travel unburdened in their neighborhood.

2	Priority Need Name	Homeless Services
	Priority Level	High
	Population	Extremely Low Large Families Families with Children Elderly Rural Chronic Homelessness Individuals Families with Children Mentally Ill Chronic Substance Abuse veterans Persons with HIV/AIDS Victims of Domestic Violence Unaccompanied Youth
	Geographic Areas Affected	POLLARD MILLS NEIGHBORHOOD
	Associated Goals	Minimize and Prevent Homelessness Adequate Public Services
	Description	The City of Ashland continues to support agencies with up to 15% of the CDBG allocation to assist public service programs. Fulfilling basic needs are essential to living a productive and thriving life. Failure to obtain these basic needs causes undue stress and various issues, including increased risk of homelessness. Programs funded include, but are not limited to community kitchens, homeless shelters, resource and referral services, senior services, child care, assistance for domestic violence victims, food and dry pantries, clothing closets, housing services, etc.
	Basis for Relative Priority	The agencies are located at various sites. Families from East Central and West Central tend to use the services at The Neighborhood. The Neighborhood, which includes CARES and Ashland Community Kitchen, are located in East Central, but will serve all individuals. Families from Pollard Mills tend to utilize Hillcrest-Bruce Mission.
3	Priority Need Name	Safe and Affordable Housing
	Priority Level	High

	Population	Extremely Low Low Moderate Large Families Families with Children Elderly Elderly Frail Elderly Persons with Mental Disabilities Persons with Physical Disabilities Persons with Developmental Disabilities Persons with Alcohol or Other Addictions Persons with HIV/AIDS and their Families Victims of Domestic Violence
	Geographic Areas Affected	POLLARD MILLS NEIGHBORHOOD EAST CENTRAL NEIGHBORHOOD WEST CENTRAL NEIGHBORHOOD
	Associated Goals	Safe and Affordable Housing
	Description	The City of Ashland will provide CDBG funds for code enforcement in target neighborhoods of East Central, West Central, and Pollard Mills. Violation notices and further follow up in these areas ensures properties are safe, decent, and affordable. The City of Ashland will continue to fund home rehabilitation, emergency rehabilitation, and energy-efficient rehabilitation programs. While projects will be completed in CDBG target areas, rehabilitation may be scattered sites in City.
	Basis for Relative Priority	Lack of funds for repairs and lack of affordable, decent housing stock
4	Priority Need Name	Dependable Public Facilities
	Priority Level	High

	Population	Extremely Low Low Moderate Large Families Families with Children Elderly Chronic Homelessness Individuals Families with Children Mentally Ill Chronic Substance Abuse veterans Persons with HIV/AIDS Victims of Domestic Violence Unaccompanied Youth Elderly Frail Elderly Persons with Mental Disabilities Persons with Physical Disabilities Persons with Developmental Disabilities Persons with Alcohol or Other Addictions Persons with HIV/AIDS and their Families Victims of Domestic Violence Non-housing Community Development
	Geographic Areas Affected	
	Associated Goals	Dependable Public Facilities
	Description	The City of Ashland will continue collaborative efforts with local nonprofit agencies to ensure public facilities are adequate to provide basic and essential needs and services to assist the homeless, at-risk-of-becoming homeless, low-and-moderate-income and limited clientele population in Ashland.

	Basis for Relative Priority	The funded public facilities assist individuals who are unable to care for themselves. Senior citizens are opting to house in place instead of living in nursing homes. But studies show social interaction and activities increase the lifespan and quality of life for seniors. Ashland Senior Center provides such services(meals, exercise, socialization, additional resources, etc.). Ashland Child Development provides child care for children predomintalely low- and moderate income families. Quality child care allows parents to work and/or continue their education.
5	Priority Need Name	Public Services
	Priority Level	High
	Population	Extremely Low Low Moderate Large Families Families with Children Elderly Chronic Homelessness Individuals Families with Children Mentally Ill Chronic Substance Abuse veterans Persons with HIV/AIDS Victims of Domestic Violence Unaccompanied Youth Elderly Frail Elderly Persons with Mental Disabilities Persons with Physical Disabilities Persons with Developmental Disabilities Persons with Alcohol or Other Addictions Persons with HIV/AIDS and their Families Victims of Domestic Violence Non-housing Community Development
	Geographic Areas Affected	POLLARD MILLS NEIGHBORHOOD

	Associated Goals	Adequate Public Services
	Description	The City of Ashland continues to support agencies with up to 15% of the CDBG allocation to assist programs. Fulfilling basic needs are essential to living a productive and thriving life. Failure to obtain these basic needs causes undue stress and various issues including increased instance of homelessness. Programs funded include, but are not limited to community kitchens, homeless shelters, resource and referral services, senior services, child care, assistance for domestic violence victims, food and dry pantries, clothing closets, housing services, etc.
	Basis for Relative Priority	The City of Ashland partners with several public service agencies to provide LMI persons with the resources to improve quality of life. These agencies have limited resources and primarily rely on grants and donations to operate.
6	Priority Need Name	General Administration
	Priority Level	Low

	Population	Extremely Low Low Moderate Large Families Families with Children Elderly Chronic Homelessness Individuals Families with Children Mentally Ill Chronic Substance Abuse veterans Persons with HIV/AIDS Victims of Domestic Violence Unaccompanied Youth Elderly Frail Elderly Persons with Mental Disabilities Persons with Physical Disabilities Persons with Developmental Disabilities Persons with Alcohol or Other Addictions Persons with HIV/AIDS and their Families Victims of Domestic Violence Non-housing Community Development
	Geographic Areas Affected	
	Associated Goals	General Administration
	Description	CDBG funds will be used for administrative and planning activities. Examples of activities include: general management; oversight and coordination; providing local officials and citizens with information about the CDBG program; preparing budgets and schedules; preparing reports and other HUD-required documents; monitoring program activities; fair housing activities; indirect costs; and submission of applications for Federal programs.
	Basis for Relative Priority	General administration provides the tools to prepare and develop the CDBG program. It is necessary for the implementation on integrity controls for the success of the program.

Narrative (Optional)

SP-30 Influence of Market Conditions – 91.215 (b)

Influence of Market Conditions

Affordable Housing Type	Market Characteristics that will influence the use of funds available for housing type
Tenant Based Rental Assistance (TBRA)	Availability of Housing Choice Vouchers Availability of affordable, safe, and decent units
TBRA for Non-Homeless Special Needs	Availability of Continuum of Care funding
New Unit Production	CDBG funds cannot be used for new units. Affordable housing units will depend on availability of Low-Income Tax Credits and developer access to private capital.
Rehabilitation	Age and condition of owner-occupied housing stock.
Acquisition, including preservation	Increased need for affordable rental housing

Table 49 – Influence of Market Conditions

SP-35 Anticipated Resources - 91.215(a)(4), 91.220(c)(1,2)

Introduction

The strategic plan goals included in this Consolidated Plan are based on resources that are reasonably anticipated to be available to the City from Federal, state, local, and private sources. The actual resources available to support activities during the implementation of the Consolidated Plan may vary slightly due to factors outside the City's control.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	505,838	0	715,701	1,221,539	2,084,163	

Table 50 - Anticipated Resources

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

Public service agencies will use Emergency Shelter Grants (ESG), Supportive Housing Program (SHP), and United Way funding to leverage with Federal grants. The agencies that receive ESG will use their CDBG as match to meet the requirements.

If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

Not applicable

Discussion

The Department of Community and Economic Development believes infrastructure improvements need to be a priority within low-and-moderate-income neighborhoods. Infrastructure provides a long-term benefit to the community.

SP-40 Institutional Delivery Structure – 91.215(k)

Explain the institutional structure through which the jurisdiction will carry out its consolidated plan including private industry, non-profit organizations, and public institutions.

Responsible Entity	Responsible Entity Type	Role	Geographic Area Served

Table 51 - Institutional Delivery Structure

Assess of Strengths and Gaps in the Institutional Delivery System

The City of Ashland, through its Department of Community and Economic Development, which includes the Divisions of Code Enforcement, Planning, Economic Development, Assisted Housing, and Community Development Block Grant, is the lead agency for implementing the 2025-2029 Consolidated Plan and the 2025 Annual Action Plan. The Department works closely with other departments in the City government, particularly Finance, Police, Fire, Legal, Engineering, and Utilities.

In addition to its partnerships with multiple non-profit agencies and public service recipients, the Department also has a strong working relationship with Ashland Alliance, the local chamber of commerce.

The primary gap in the delivery system is private sector participation. The private business sector is engaged by involvement on the Ashland Business Growth Committee, but additional business resources are needed.

Availability of services targeted to homeless persons and persons with HIV and mainstream services

Homelessness Prevention Services	Available in the Community	Targeted to Homeless	Targeted to People with HIV
Homelessness Prevention Services			
Counseling/Advocacy	X	X	
Legal Assistance	X	X	
Mortgage Assistance			
Rental Assistance	X	X	
Utilities Assistance	X		
Street Outreach Services			
Law Enforcement	X		
Mobile Clinics	X		
Other Street Outreach Services	X	X	
Supportive Services			
Alcohol & Drug Abuse	X	X	
Child Care	X		

Education	X		
Employment and Employment Training	X	X	
Healthcare	X		
HIV/AIDS	X		X
Life Skills	X	X	
Mental Health Counseling	X	X	
Transportation	X	X	
Other			

Table 52 - Homeless Prevention Services Summary

Describe how the service delivery system including, but not limited to, the services listed above meet the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth)

Ashland Assisted Housing Authority, in partnership with Huntington Veteran Administration Medical Center, administers 22 Veterans Administration Supportive Housing (VASH) vouchers. The housing authority also works with surrounding public housing agencies to administer additional VASH vouchers.

Ashland Independent School Family Resource Centers connect homeless families with children to service providers.

Ashland Foundation for Children with Disabilities provides financial supports to disabled children living in low to moderate income families, for equipment, therapies, and education. The agency is dedicated to public awareness of disabilities, and the social inclusion of children with disabilities in the community. Programs cover the Ashland District of Eastern Kentucky including the following counties: Boyd, Greenup, Lewis, Carter, Lawrence, Rowan, Morgan, and Elliott.

For Jamie's Sake is non-profit foster and adoption resource center that strives to raise awareness for children in foster care and those waiting to be adopted, while normalizing adoption as a means of creating a "forever family."

Describe the strengths and gaps of the service delivery system for special needs population and persons experiencing homelessness, including, but not limited to, the services listed above

Strength: The community understands the unmet need of homelessness and the need to address it.

Gaps: The need exceeds the available resources to serve the homeless, women with children, families with children, the disabled, elderly, and mentally ill persons. Without appropriate resources and community planning, the symptom is addressed but not the cause/underlying issue.

Provide a summary of the strategy for overcoming gaps in the institutional structure and service delivery system for carrying out a strategy to address priority needs

SP-45 Goals Summary – 91.215(a)(4)

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Infrastructure Improvements	2025	2029	Non-Housing Community Development	POLLARD MILLS NEIGHBORHOOD EAST CENTRAL NEIGHBORHOOD WEST CENTRAL NEIGHBORHOOD	Infrastructure Improvements	CDBG: \$350,000	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 7285 Persons Assisted
2	Minimize and Prevent Homelessness	2025	2029	Homeless	City-wide	Homeless Services	CDBG: \$50,000	Homelessness Prevention: 4265 Persons Assisted
3	Safe and Affordable Housing	2025	2029	Affordable Housing	POLLARD MILLS NEIGHBORHOOD EAST CENTRAL NEIGHBORHOOD Scattered Sites WEST CENTRAL NEIGHBORHOOD	Safe and Affordable Housing	CDBG: \$1,102,026 \$962,256	Homeowner Housing Rehabilitated: 30 Household Housing Unit Housing Code Enforcement/Foreclosed Property Care: 3475 Household Housing Unit
4	Dependable Public Facilities	2025	2029	Non-Housing Community Development	Scattered Sites	Dependable Public Facilities	CDBG: \$978,676 \$1,049,250	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 4500 Persons Assisted

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
5	Adequate Public Services	2025	2029	Affordable Housing Public Housing Homeless Non-Homeless Special Needs	POLLARD MILLS NEIGHBORHOOD City-wide Scattered Sites	Homeless Services Public Services	CDBG: \$325,000	Public service activities other than Low/Moderate Income Housing Benefit: 4500 Persons Assisted
6	General Administration	2025	2029	Affordable Housing Public Housing Homeless Non-Homeless Special Needs Non-Housing Community Development	City-wide	General Administration	CDBG: \$500,000 \$501,167	Other: 8265 Other
7	Clearance	2025	2029		Scattered Sites		\$385,257	
8	Economic Opportunities	2025	2029		Scattered Sites		\$50,000	

Table 53 – Goals Summary

Goal Descriptions

1	Goal Name	Infrastructure Improvements
	Goal Description	The City will continue public improvements with the replacement of sidewalks, curbs, gutters, street reconstruction, etc. This goal is funded by the following program years: PY24 = \$150,000 and PYs 2025-2029 = \$200,000.

2	Goal Name	Minimize and Prevent Homelessness
	Goal Description	In order to minimize or prevent homelessness the City of Ashland has designated CDBG funding to the following public services agencies: Safe Harbor of Northeast Kentucky. This goal is funded by the following program years: PYs 2025-2029 = \$50,000.
3	Goal Name	Safe and Affordable Housing
	Goal Description	The City of Ashland will utilize funds for one code enforcement officer in the target LMI neighborhoods of East Central, West Central, and Pollard Mills. Funding will also be used for homeowner/emergency/energy-efficient rehabilitations. This goal is funded by the following program years: Local Account = \$1,200; PY22 = \$80,000; PY23 = \$47,026 \$48,382; PY24 = \$50,000 \$62,861; and PYs 2025-2029 = \$925,000 \$769,813.
4	Goal Name	Dependable Public Facilities
	Goal Description	These funds improve various public service agency and nonprofit facilities where services are provided to LMI persons. These agencies include (but are not limited to) The Neighborhood, CAREs, Ashland Community Kitchen, Ashland Senior Center, Shelter of Hope, Safe Harbor of Northeast Kentucky, Hillcrest-Bruce Mission, Debord Terrace, Scope Towers, Kings Daughters and Sons Nursing Home, First United Methodist Church's Food Pantry, Hope's Place, etc. This goal is funded by the following program years: PY21 = \$353,045 \$327,924; PY22 = \$110,631 \$184,500; PY23 = \$15,000 \$134,694; PY24 = \$39,741; and PYs 2025-2029 = \$500,000 \$362,391.
5	Goal Name	Adequate Public Services
	Goal Description	Provide various service activities to improve the quality of life for low-and moderate-income families. These activities may include (but are not limited to): providing food, clothing, and sanitary supplies; emergency and transitional shelter; housing and utility assistance; case management; education and employment programs; child care; health care; substance abuse treatment; etc. Public service agencies providing these services include (but are not limited to) CAREs, Ashland Community Kitchen, Ashland Senior Center, Hillcrest-Bruce Mission, Ashland Child Development Center, Kings Daughters and Sons Nursing Home, First United Methodist Church's Food Pantry, Hope's Place etc. This goal is funded by the following program years: PYs 2025-2029 = \$325,000.

6	Goal Name	General Administration
	Goal Description	CDBG funds will be used for administrative and planning activities. Examples of activities include: general management, oversight, coordination, providing local officials and citizens with information about the CDBG program; preparing budgets and schedules; preparing reports and other HUD-required documents; monitoring program activities; fair housing activities; indirect costs; and submission of applications for Federal programs. This goal is funded by the following program years: PY24 = \$2,533.26 and PYs 2025-2029 = \$500,000 \$498,634.34.
7	Goal Name	Clearance Activities
	Goal Description	Remove and eliminate slum and blighting conditions through demolition of vacant, abandoned, and dilapidated structures. This goal is funded by the following program years: PY22 = \$42,281; PY24 = \$42,976; and PYs 2025-2029 = \$300,000.
8	Goal Name	Economic Opportunities
	Goal Description	Increase jobs for low-and-moderate-income families through the business loan program. This goal is funded by the following program years: PY23 = \$50,000.

Estimate the number of extremely low-income, low-income, and moderate-income families to whom the jurisdiction will provide affordable housing as defined by HOME 91.315(b)(2)

SP-50 Public Housing Accessibility and Involvement – 91.215(c)

Need to Increase the Number of Accessible Units (if Required by a Section 504 Voluntary Compliance Agreement)

The Ashland Housing Authority is not subject to Section 504 Voluntary Compliance Agreement.

The Ashland Assisted Housing Project Based Program has executed a AHAP for Gla-Low Apartments. The Gla-Low contract increases the number of available ADA mobility units by 4 and hearing & sight by 2.

Activities to Increase Resident Involvements

Ashland Housing Authority encourages residents to be actively involved in the community and in the management of public housing developments through resident councils and numerous opportunities for feedback such as community meetings and surveys. The AHA encourages and supports residents to participate in homebuyer counseling programs.

Ashland Assisted Housing mail notices and amendments to plans to participants, but few comment.

Is the public housing agency designated as troubled under 24 CFR part 902?

No

Plan to remove the ‘troubled’ designation

The Ashland Housing Authority (Public Housing) is considered a Standard Performer.

Ashland Assisted Housing Authority (Housing Choice Voucher) is considered a High Performer.

SP-55 Barriers to affordable housing – 91.215(h)

Barriers to Affordable Housing

Much of Ashland's population is considered low-and-moderate income, which causes multiple barriers to affordable housing. Low-income homeowners cannot maintain their homes and must rely on programs as Homeowner Rehabilitation project or LiHeap Program. Many homes are cited for code enforcement violations which become costly for the homeowner. Liens are placed on non-compliant housing units when violations are not paid.

While policies are created with the best intentions, policies can cause a negative effect. Currently, East Central Neighborhood has many vacant lots that could be used for development, but based on regulations, the lots do not conform to present zoning ordinances and lot size requirements. The lots are too narrow per current regulations.

Strategy to Remove or Ameliorate the Barriers to Affordable Housing

The City of Ashland prepares a Comprehensive Plan, which studies zoning ordinances and land use controls. The Community and Economic Development Department has been working with Comprehensive Plan consultants to advocate for affordable housing.

SP-60 Homelessness Strategy – 91.215(d)

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

Most individuals in our community do not choose homelessness but are confronted with homelessness due to illness, job loss, or other unforeseen circumstance. Others confront homelessness when released from foster care, incarceration, or hospitalization.

While these circumstances apply to citizens of every community, Ashland faces unique challenges due to aging, deteriorating housing stock, insufficient jobs with livable wages, or trained workforce. Specifically, there is a lack of affordable housing in our community.

Addressing the emergency and transitional housing needs of homeless persons

Safe Harbor of Northeast Kentucky operates a shelter with 60-year-round beds and transitional housing for 32. One transitional unit is ADA compliant (bathroom and kitchen).

Salvation Army was scheduled to close in March 2020, but it was able to remain open during the COVID pandemic assisting with the needs of the homeless. CDBG currently provides funding for operating costs at the emergency shelter.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again.

Ashland Assisted Housing Authority partners with the Huntington Veterans Administration Hospital to administer 22 Veteran Administration Supporting Housing (VASH) Vouchers. Eligible veterans receive housing choice vouchers allocated specifically to veterans. Veterans receive direct and indirect assistance with case management services, such as life skills, clinical assessment and referrals, support and coordination with local service providers.

Thirty-four (34) project-based vouchers are provided at Harbor Hill through Ashland Assisted Housing. These vouchers are dedicated to victims of domestic violence. All residents are provided support services through Safe Harbor of Northeast Kentucky.

Help low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families who are likely to become homeless after being discharged from a publicly funded institution or system of care, or who are receiving

assistance from public and private agencies that address housing, health, social services, employment, education or youth needs

The City of Ashland works with Correctional Institutions to provide housing applications before release of clients. The City of Ashland also coordinates with parole offices when clients are under their supervision to better individual outcomes.

Community Assistance & Referral Service (CAREs) is a community-based nonprofit agency that identifies, coordinates and mobilizes resources for individuals and families in emergency/crisis situations. CAREs provides direct services and referrals as needed. CAREs provides assistance with health referrals, utilities, clothing, food, prescriptions, deposits, and rent, as funding allows. CAREs serves as the hub of services preventing duplication by local social service organizations and churches by acting as an informal clearinghouse for those organizations. All individuals and families must meet income guidelines to be eligible for a "Neighborhood Card". CAREs enters all persons into the Homeless Management Information System, verifies all income, and refers to needed services.

Ashland Community Kitchen serves meals to low-and moderate-income persons, homeless, and at-risk-of-becoming-homeless in Ashland. The Community Kitchen serves 3 meals per day, 5 days a week. CAREs screens applicants for the program and client services are tracked through charity tracker system.

Safe Harbor of Northeast Kentucky's mission is dedicated to eliminating domestic violence through prevention, education, and intervention. Safe Harbor works to stop the cycle of violence and to help victims become survivors through the agency's holistic approach to services. The goal is to help each victim create an abuse free life plan and to move to self-sufficiency through such assistance as medical/legal advocacy, counseling, financial empowerment classes, job/school mentoring, and life skills.

SP-65 Lead based paint Hazards – 91.215(i)

Actions to address LBP hazards and increase access to housing without LBP hazards

All applicants for the Housing Rehabilitation, and Emergency/Energy-Efficiency Rehabilitation programs receive a copy of the booklet "Protect Your Family From Lead in Your Home," which is available on the City's website through a link from the Community and Economic Development page.

When the owner-occupant of a pre-1978 house applies for the Housing Rehabilitation Program, the Department of Community and Economic Development orders a lead assessment and risk analysis at no cost to the applicant.

How are the actions listed above related to the extent of lead poisoning and hazards?

City housing programs will increase the number of owner-occupied pre-1978 houses without lead hazards. Lead testing is done whether or not children reside in the home. A check with the Ashland-Boyd County Health Department noted no reports of lead-based paint within the last two years.

How are the actions listed above integrated into housing policies and procedures?

Affordable Housing - copies of the LBP report are given to the buyer. If lead based paint hazards are noted, the City requires repairs to be completed and a clearance issued before loan closing.

Housing Rehabilitation - homeowners receive a copy of the LBP report. Any lead issues identified during the testing are noted in work write-ups and addressed the construction phase of the project. Following the completion of the project, lead clearance testing is completed. Any deficiencies noted in the clearance testing process must be addressed by the contractor.

SP-70 Anti-Poverty Strategy – 91.215(j)

Jurisdiction Goals, Programs and Policies for reducing the number of Poverty-Level Families

The City of Ashland believes building healthy, strong families and neighborhoods is key to reducing the number of families living in poverty. This will be accomplished by:

- Community policing.
- Building relationships between the City and residents.
- Providing activities and services within CDBG Target areas.
- Building community participation.
- Training courses.
- Encouraging educational attainment.

How are the Jurisdiction poverty reducing goals, programs, and policies coordinated with this affordable housing plan

Sidewalk replacement projects in target neighborhoods provide needed infrastructure and safety to the neighborhood. New ADA-compliant sidewalks will allow all residents to walk safely in their neighborhoods. The Unity Center, located in the East Central Neighborhood, will provide the City multiple opportunities to engage the community: community policing/neighborhood watch, neighborhood planning, and educational activities. The ADA playground was installed at East Central Park to provide a safe location for resident children to play and families to gather. Police interaction through community policing will have the greatest impact.

SP-80 Monitoring – 91.230

Describe the standards and procedures that the jurisdiction will use to monitor activities carried out in furtherance of the plan and will use to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

CDBG regulations hold the grantee responsible for ensuring that all funds entrusted to it are used in accordance with all program requirements. All activities are monitored, beginning with a detailed review upon receipt of an application to determine eligibility, conformance to a national objective, and conformance with a plan goal. The review also examines the proposed use of funds, eligibility of service area, eligibility of intended beneficiaries, and likelihood of compliance with other federal requirements, such as NEPA, Sam debarment list, prevailing wage, minority and women business enterprise, Section 3, and federal acquisition and relocation regulations, conflicts of interest, as applicable.

Subrecipients are required to submit an audit or other documentation to establish their capacity, and any findings noted in the audit are reviewed with the applicant. Eligible applications are then considered for funding. Once funded, desk monitoring includes ongoing review of quarterly performance reports and onsite visits.

Subrecipients provide receipts and invoices for reimbursement. This information is verified by CED staff before submission to the Finance Department for reimbursement.

Reviews include fiscal and programmatic review of the subrecipient's activities. The review determines if the subrecipient is complying with the program regulations and City contract. Areas routinely reviewed include administrative, financial systems, program expenditures, program delivery, client eligibility determination and documentation, reporting systems, and achievement towards contractual goals.

CDBG expenses and reimbursements are monitored by the City of Ashland Department of Community and Economic Development. All reimbursements are verified before funds are drawn down within IDIS. The CDBG program is subject to a yearly audit conducted by an independent accounting firm. The results of the audit are announced publicly and submitted to HUD upon completion.

The City of Ashland's independent auditor samples a number of CDBG projects annually for compliance with city, state, and federal regulations. The Department of Community and Economic Development administers all CDBG-funded activities within the City of Ashland. CED also monitors all funds allocated to sub-recipients. The guiding principles and objectives of monitoring are to ensure that the subrecipient performance goals are met, including progress against the subrecipient's work plan, performance schedule, and budget

Expected Resources

AP-15 Expected Resources – 91.220(c)(1,2)

Introduction

The strategic plan goals included in this Consolidated Plan are based on resources that are reasonably anticipated to be available to the City from Federal, state, local, and private sources. The actual resources available to support activities during the implementation of the Consolidated Plan may vary slightly due to factors outside the City's control.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	public - federal	Acquisition						
		Admin and Planning						
		Economic Development						
		Housing						
		Public Improvements			1,167,092.00	1,672,930.00	2,000,000.00	
		Public Services	505,838.00	0.00	715,701.00	1,221,539.00	2,084,163.00	

Table 54 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

Public service agencies will use Emergency Shelter Grants (ESG), Supportive Housing Program (SHP), and United Way funding to leverage with Federal grants. The agencies that receive ESG will use their CDBG as match to meet the requirements.

If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

Not applicable

Discussion

The Department of Community and Economic Development believes infrastructure improvements need to be a priority within low-and-moderate-income neighborhoods. Infrastructure provides a long-term benefit to the community.

Annual Goals and Objectives

AP-20 Annual Goals and Objectives

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Infrastructure Improvements	2025	2029	Non-Housing Community Development	POLLARD MILLS NEIGHBORHOOD EAST CENTRAL NEIGHBORHOOD WEST CENTRAL NEIGHBORHOOD	Infrastructure Improvements	CDBG: \$100,000.00 \$150,000.00	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 2175 Persons Assisted
2	Minimize and Prevent Homelessness	2025	2029	Homeless	City-wide	Homeless Services	CDBG: \$10,000.00	Homelessness Prevention: 850 Persons Assisted
3	Safe and Affordable Housing	2025	2029	Affordable Housing	POLLARD MILLS NEIGHBORHOOD EAST CENTRAL NEIGHBORHOOD Scattered Sites WEST CENTRAL NEIGHBORHOOD	Safe and Affordable Housing	CDBG: \$413,126.00 \$362,256.00	Homeowner Housing Rehabilitated: 6 Household Housing Unit Housing Code Enforcement/Foreclosed Property Care: 3475 Household Housing Unit

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
4	Dependable Public Facilities	2025	2029	Non-Housing Community Development	Scattered Sites	Dependable Public Facilities	CDBG: \$533,413.00 \$849,250.00	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 3000 Persons Assisted
5	Adequate Public Services	2025	2029	Affordable Housing Public Housing Homeless Non-Homeless Special Needs	POLLARD MILLS NEIGHBORHOOD City-wide Scattered Sites	Public Services	CDBG: \$65,000.00	Public service activities other than Low/Moderate Income Housing Benefit: 6000 Persons Assisted
6	General Administration	2025	2029	Affordable Housing Public Housing Homeless Non-Homeless Special Needs Non-Housing Community Development	City-wide	General Administration	CDBG: \$100,000.00 \$101,167.00	Other: 8265 Other
7	Clearance	2025	2029		Scattered Sites	Clearance	\$85,257.00	
8	Economic Opportunities	2025	2029		Scattered Sites	Economic Opportunities	\$50,000.00	

Table 55 – Goals Summary

Goal Descriptions

1	Goal Name	Infrastructure Improvements
	Goal Description	The City will improve or replace sidewalks in the East Central, West Central, and Pollard Mills Neighborhoods. The project provides ADA-compliant sidewalks and beautifies neighborhoods. This goal is funded by the following program years: PY24 = \$100,000.00 \$150,000.00
2	Goal Name	Minimize and Prevent Homelessness
	Goal Description	In order to minimize or prevent homelessness, the City of Ashland has designated funding to the following public services agencies: Safe Harbor and Salvation Army. Funding will assist in the operation of homeless shelters and providing services to assist at-risk and homeless families. This goal is funded by the following program years: PY25 = \$10,000. The following projects are funded within this goal: Safe Harbor Operating Costs = \$10,000.
3	Goal Name	Safe and Affordable Housing
	Goal Description	The City of Ashland's goal is to rehabilitate 6 homes through the homeowner rehabilitation program and emergency/energy-efficient program. The City of Ashland will utilize funds for one code enforcement officer in the target LMI neighborhoods. This goal is funded by the following program years: Local Account = \$1,200.00 ; PY22 = \$80,000; PY23 = \$47,026.00 \$48,382 ; PY24 = \$50,000.00 \$62,861 ; and PY25 = \$236,100.00 \$169,813 . The following projects are funded within this goal: Code Enforcement = \$63,757.00 \$65,000.00 ; Homeowner Rehabilitation = \$289,369 \$237,256 ; and Emergency/Energy-Efficient Rehabilitation = \$60,000.
4	Goal Name	Dependable Public Facilities
	Goal Description	These funds improve various public service agency and nonprofit facilities where services are provided to LMI persons. These agencies and organizations include (but are not limited to) The Neighborhood, CAREs, Ashland Community Kitchen, Ashland Senior Center, Safe Harbor of Northeast Kentucky, Hillcrest-Bruce Mission, Hope's Place, Debord Terrace, Scope Towers, Kings Daughters and Sons Nursing Home, etc. This goal is funded by the following program years: PY21 = \$353,045.00 \$327,924.00 ; PY22 = \$85,630.00 \$184,500 ; PY23 = \$134,694; PY24 = \$39,741 ; and PY25 = \$94,738.00 \$162,391 . The following projects are funded within this goal: Salvation Army Rehabilitation = \$75,000 ; The Neighborhood Roof Replacement = \$300,000; Safe Harbor Building 2 Roof Replacement = \$9,500.00 \$60,000 ; Hope's Place Roof Replacement = \$173,913.00 \$148,792 ; Hillcrest-Bruce Mission HVAC Replacement = \$50,000; CAREs Rehabilitation = \$39,088 ; Kings Daughters and Sons Paving and Fencing = \$39,947 ; and Ashland Senior Center Storefront Rehabilitation = \$136,423 .

5	Goal Name	Adequate Public Services
	Goal Description	To provide adequate public services for low-and moderate-income persons for necessary services. Funding will be provided to public service agencies, including (but not limited to) Ashland Community Kitchen, Ashland Senior Center, CARES, Hillcrest-Bruce Mission, and First United Methodist Church assisting the needs of LMI individuals. This goal is funded by the following program years: PY25 = \$65,000. The following projects are funded within this goal: Ashland Community Kitchen Operating Costs = \$15,000; Ashland Senior Center Operating Costs = \$15,000; CARES Operating Costs = \$15,000; Hillcrest-Bruce Mission Operating Costs = \$15,000; and First United Methodist Church Food Pantry Operating Costs = \$5,000.
6	Goal Name	General Administration
	Goal Description	This project will use up to 20% of the yearly allocation of CDBG funding for administrative and planning activities, including payment of reasonable city staff administrative costs and carrying charges related to the planning and administering of community development activities funded by CDBG. This goal is funded by the following program years: PY24 = \$2,533 and PY25 = \$100,000.00 \$98,634.
7	Goal Name	Clearance Activities
	Goal Description	Remove and eliminate slum and blighting conditions through demolition of vacant, abandoned, and dilapidated structures. This goal is funded by the following program years: PY22 = \$42,281 and PY24 = \$42,976.
8	Goal Name	Economic Opportunities
	Goal Description	Increase jobs for low-and-moderate-income families through the business loan program. This goal is funded by the following program years: PY23 = \$50,000.00.

Projects

AP-35 Projects – 91.220(d)

Introduction

During PY25, the City of Ashland will allocate Community Development Block Grant funds to projects that improve existing housing for low-and-moderate-income (LMI) families through rehabilitation and energy efficiency improvements. Funds will be allocated for case management and support services to LMI households and those who are homeless or at-risk-of-becoming homeless.

The City will continue infrastructure improvements in the Pollard Mills Neighborhood with sidewalk replacement on Ferry and Pollard Streets, improving the living environment of the LMI residential neighborhood.

Projects

#	Project Name
1	General Administration PY25 FY26
2	Code Enforcement PY25 FY26
3	Ashland Community Kitchen Operating Costs PY25 FY26
4	Ashland Senior Center Operating Costs PY25 FY26
5	Community Assistance and Referral Service Operating Costs PY25 FY26
6	First United Methodist Church Operating Costs PY25 FY26
7	Hillcrest-Bruce Mission Operating Costs PY25 FY26
8	Safe Harbor of Northeast Kentucky Operating Costs PY25 FY26
9	Salvation Army of Ashland Operating Costs PY25 FY26
10	Sidewalk Replacement
11	Salvation Army Emergency Shelter Rehabilitation
12	Homeowner Rehabilitation
13	Emergency and Energy-Efficient Rehabilitation
14	Safe Harbor Building 2 Roof Replacement
15	Hope's Place Roof Replacement
16	Hillcrest-Bruce Mission HVAC Replacement
17	The Neighborhood Roof Replacement
18	Business Loans
19	Demolition Program
20	CARes Rehabilitation
21	Kings Daughters and Sons Paving and Fencing
22	Ashland Senior Center Storefront Rehabilitation

Table 56 – Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

The primary obstacles to addressing underserved needs include lack of funding from federal, state, and local sources; the high cost of housing; and the lack of financing availability in the private lending industry for home improvements. To address these obstacles, 92% of the City's funding will support home improvements, public service agencies, and other projects that provide public and neighborhood services to LMI people. The remaining 8% is allocated to general administration of the grant.

AP-38 Project Summary
Project Summary Information

Consolidated Plan

ASHLAND

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1	Project Name	General Administration PY25 FY26
	Target Area	City-wide
	Goals Supported	General Administration
	Needs Addressed	General Administration
	Funding	CDBG: \$100,000.00 \$101,167.00
	Description	This project will use up to 20% of the yearly allocation of CDBG funding for administrative and planning activities, including payment of reasonable city staff administrative costs and carrying charges related to the planning and administering of community development activities funded by CDBG. This project is funded by the following program years: PY24 = \$2,533 and PY25 = \$100,000.00 98,634.
	Target Date	6/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	1700 Greenup Avenue, Ashland, KY 41101
2	Planned Activities	
	Project Name	Code Enforcement PY25 FY26
	Target Area	POLLARD MILLS NEIGHBORHOOD EAST CENTRAL NEIGHBORHOOD WEST CENTRAL NEIGHBORHOOD
	Goals Supported	Safe and Affordable Housing
	Needs Addressed	Safe and Affordable Housing
	Funding	CDBG: \$63,757.00 \$65,000.00
	Description	Utilize funds for salary and necessary supplies for one code enforcement officer in the low-mod income target areas. This project is funded by the following program years: Local Account = \$1,200; PY23 = \$1,356; PY24 = \$12,861; and PY25 = \$63,757.00 \$49,583.
	Target Date	6/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	3,475 persons living within the East Central, West Central, and Pollard Mills Neighborhoods

	Location Description	East Central Neighborhood, Block Group 3, Census Tract 303 West Central Neighborhood, Block Group 1, Census Tract 303 Pollard Mills Neighborhood, Block Groups 2 and 3, Census Tract 308
	Planned Activities	
3	Project Name	Ashland Community Kitchen Operating Costs PY25 FY26
	Target Area	City-wide
	Goals Supported	Adequate Public Services
	Needs Addressed	Public Services
	Funding	CDBG: \$15,000.00
	Description	Reimbursement of operating costs, including (but not limited to) kitchen staff salaries, utilities, liability insurance, workers compensation, and supplies for meal preparation and disbursement. This project is funded by the following program years: PY25 = \$15,000.
	Target Date	6/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	600 LMI persons
	Location Description	2516 Carter Avenue, Ashland, KY 41101
	Planned Activities	Ashland Community Kitchen provides breakfast, lunch, and dinner from Monday through Friday for any LMI person registered with The Neighborhood. Breakfast is served from 8:00 a.m. to 9:00 a.m. Lunch is served from 11:30 a.m. to 12:15 p.m. Dinner is served from 4:30 p.m. to 5:15 p.m., except for Friday, but clients may receive a take-home bag of food during lunch on Friday.
4	Project Name	Ashland Senior Center Operating Costs PY25 FY26
	Target Area	City-wide
	Goals Supported	Adequate Public Services
	Needs Addressed	Public Services
	Funding	CDBG: \$15,000.00

	Description	Reimbursement of operating costs, including (but not limited to) food, supplies, furnishings, equipment, utilities, liability insurance, and workers compensation insurance for senior center. Provide exercise, lunch, and socialization for seniors. This project is funded by the following program years: PY25 = \$15,000.
	Target Date	6/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	150 elderly persons
	Location Description	324 15th Street, Ashland, KY 41101
	Planned Activities	Boyd County Council on Aging, Inc. (doing business as Ashland Senior Center) provides a comfortable place for elderly persons to meet for socialization, hot meals, and activities, such as art, games, crafts, and exercise. The Senior Center is located at 324 15th Street, Ashland, KY 41101. Regular hours of operation at the Senior Center are between 9:00 a.m. and 2:30 p.m. on Monday, Wednesday, and Friday.
5	Project Name	Community Assistance and Referral Service Operating Costs PY25 FY26
	Target Area	City-wide
	Goals Supported	Adequate Public Services
	Needs Addressed	Public Services
	Funding	CDBG: \$15,000.00
	Description	CDBG funding will be used for operating costs, including (but not limited to) case management salaries, utilities, liability insurance, workers compensation, and hygiene/cleaning supplies/food pantry. CARES is the entry Hub into the HMIS Homeless system and referral agency to supportive services. CARES also verifies income and issues The Neighborhood Cards for all services at the Neighborhood. This project is funded by the following program years: PY25 = \$15,000.
	Target Date	6/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	850 LMI persons
	Location Description	2516 Carter Avenue, Ashland, KY 41101

	Planned Activities	CAReS identifies, coordinates, and mobilizes resources for its clients, and its direct service programs provide basic human needs, such as food, medication, utilities, and housing assistance, to low-and-moderate-income (LMI) persons in emergency/crisis situations. As the designated hub agency for the Ashland Plan to Minimize Homelessness, CAReS is typically the first agency for LMI persons in need of public services. Case managers provide the initial interview and enter clients' personal and household information into Kentucky's Homeless Management Information Service (HMIS) system, as required by Kentucky Housing Corporation.
6	Project Name	First United Methodist Church Operating Costs PY25 FY26
	Target Area	Scattered Sites
	Goals Supported	Adequate Public Services
	Needs Addressed	Public Services
	Funding	CDBG: \$5,000.00
	Description	Reimbursement of operating costs, including (but not limited to) food pantry supplies, utilities, general liability insurance, and workers compensation insurance. This project is funded by the following program years: PY25 = \$5,000
	Target Date	6/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	1,500 LMI persons
	Location Description	1845 Carter Avenue, Ashland, KY 41101
	Planned Activities	FUMC food pantry provides basic food staples as a stop-gap measure for those facing food insecurity issues. This service allows LMI clients to use their limited funds for other necessities. Families may receive food once per month. The supplement includes meat, bread, butter, canned fruits and vegetables, mashed potatoes, soup, crackers, etc. Fresh fruit and vegetables, pasta, and eggs are provided when available.
7	Project Name	Hillcrest-Bruce Mission Operating Costs PY25 FY26
	Target Area	POLLARD MILLS NEIGHBORHOOD
	Goals Supported	Adequate Public Services
	Needs Addressed	Public Services
	Funding	CDBG: \$15,000.00

	Description	CDBG funding will be used for operating costs, including (but not limited to) utilities, liability insurance, workers compensation insurance, and hygiene/cleaning supplies/food pantry. Hillcrest-Bruce Mission provides numerous services such as a food pantry, childcare, employment services, medical needs, all for low-and-moderate-income families. These LMI areas includes the public housing facilities of Hillcrest Apt., Bruce Apt., Gla-Low Apts. and Ashland Terrace. This project is funded by the following program years: PY25 = \$15,000.
	Target Date	6/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	1,600 LMI persons
	Location Description	1819 Eloise Street, Ashland, KY 41101
	Planned Activities	Hillcrest-Bruce Mission operates Monday through Friday from 9:00 a.m. to 3:00 p.m. and provides a variety of public services for the Pollard Mills neighborhood as well as the Hillcrest, Bruce, Gla-Low, and Ashland Terrace apartment complexes. These services include assistance with food, clothing, hygiene supplies, household items, and delivery/transportation for clients who struggle procuring their basic needs. Additionally, the Mission provides case management and referral services for clients in need of housing, health, education, and employment.
8	Project Name	Safe Harbor of Northeast Kentucky Operating Costs PY25 FY26
	Target Area	City-wide
	Goals Supported	Minimize and Prevent Homelessness
	Needs Addressed	Homeless Services
	Funding	CDBG: \$10,000.00
	Description	Reimbursement of operating costs, including (but not limited to) staff salaries, utilities, liability insurance, workers compensation insurance and hygiene/cleaning supplies/ food pantry. Safe Harbor provides temporary, emergency shelter and food for victims of domestic violence. Also available are transitional housing, case management, and permanent housing. This project is funded by the following program years: PY25 = \$10,000.
	Target Date	6/30/2026

	Estimate the number and type of families that will benefit from the proposed activities	850 victims of domestic violence
	Location Description	3700 Landsdowne Drive, Ashland, KY 41102
	Planned Activities	Safe Harbor provides emergency and transitional shelter for victims of domestic violence as well as case management to assist clients with their search for housing stability and to equip them with the necessary knowledge and tools to achieve self-sufficiency.
9	Project Name	Salvation Army of Ashland Operating Costs PY25 FY26
	Target Area	
	Goals Supported	Minimize and Prevent Homelessness
	Needs Addressed	Homeless Services
	Funding	:
	Description	Reimbursement of operating costs for the emergency shelter, including (but not limited to) food, supplies, furnishings, equipment, utilities, workers compensation insurance, general liability insurance, etc. This project is funded by the following program years: PY25 = \$0. During the 30-day comment period, The City was informed that the Salvation Army of Ashland has significant financial issues and may not be able to continue providing services. As a result, this project has been canceled, and the funds have been transferred to First United Methodist Church's food pantry in the amount of \$5,000.
	Target Date	6/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	350 homeless persons
	Location Description	2212 Carter Avenue, Ashland, KY 41101
	Planned Activities	The Salvation Army of Ashland provides emergency shelter, food, and case management for homeless persons. They assist clients in their search for housing stability and equip them with the necessary knowledge and tools to achieve self-sufficiency. The emergency shelter is open daily from 6:00 p.m. to 8:00 a.m.
10	Project Name	Sidewalk Replacement
	Target Area	POLLARD MILLS NEIGHBORHOOD

	Goals Supported	Infrastructure Improvements
	Needs Addressed	
	Funding	CDBG: \$100,000.00 \$150,000.00
	Description	This project will replace existing sidewalks in neighborhoods with a 51% or higher LMI percentage. This project is funded by the following program years: PY24 = \$100,000.00 \$150,000.
	Target Date	6/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	2,430 LMI persons 3,475 total persons
	Location Description	West Central Neighborhood, Block Group 1, Census Tract 303 East Central Neighborhood, Block Group 3, Census Tract 303 Pollard Mills Neighborhood, Block Groups 2 and 3, Census Tract 308
	Planned Activities	Sidewalk replacement
11	Project Name	Salvation Army Emergency Shelter Rehabilitation
	Target Area	Scattered Sites
	Goals Supported	Dependable Public Facilities
	Needs Addressed	Dependable Public Facilities
	Funding	\$75,000.00
	Description	This project will construct an interior security partition wall with check-in area; convert a laundry room into an ADA-compliant restroom; convert a storage room into a laundry room; remodel the women's dorm restroom; upgrade the kitchen to a commercial kitchen; and repaint and refloor the entire facility. This project is funded by the following program years: PY21 = \$0; PY22 = \$0; PY23 = \$22,887; and PY25 = \$52,113. During the 30-day comment period, The City was informed that the Salvation Army of Ashland has significant financial issues and may not be able to continue providing services. As a result, this project has been canceled, and the funds have been transferred to the following projects: The Neighborhood Roof Replacement = \$300,000.00; Hope's Place Roof Replacement = \$118,675.44; and Hillcrest Bruce Mission HVAC Replacement = \$20,000.00.
	Target Date	6/30/2026

	Estimate the number and type of families that will benefit from the proposed activities	Approximately 350 homeless persons annually
	Location Description	2212 Carter Avenue, Ashland, KY 41101
	Planned Activities	This project will construct an interior security partition wall with check-in area; convert a laundry room into an ADA-compliant restroom; convert a storage room into a laundry room; remodel the women's dorm's restroom; upgrade the kitchen to a commercial kitchen; and repaint and refloor the entire facility.
12	Project Name	Homeowner Rehabilitation
	Target Area	Scattered Sites
	Goals Supported	Safe and Affordable Housing
	Needs Addressed	Safe and Affordable Housing
	Funding	CDBG: \$289,369.00 \$237,256.00
	Description	Property improvements for LMI-qualified households, focusing on building code violations. This project is funded by the following program years: PY22 = \$50,000; PY23 = \$47,026; PY24 = \$50,000; and PY25 = \$142,343 \$90,230 .
	Target Date	6/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	6 LMI households
	Location Description	Scattered sites
	Planned Activities	Property improvements for LMI-qualified households, focusing on building code violations.
13	Project Name	Emergency and Energy-Efficient Rehabilitation
	Target Area	Scattered Sites
	Goals Supported	Safe and Affordable Housing
	Needs Addressed	Safe and Affordable Housing
	Funding	CDBG: \$60,000.00

	Description	Emergency electrical repairs, plumbing repairs, etc. and installation of energy-efficient hot water tanks, HVAC systems, etc. This project is funded by the following program years: PY22 = \$30,000.00 and PY25 = \$30,000.
	Target Date	6/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	6 LMI households
	Location Description	Scattered sites
	Planned Activities	Emergency electrical repairs, plumbing repairs, etc. and installation of energy-efficient hot water tanks, HVAC systems, etc.
14	Project Name	Safe Harbor Building 2 Roof Replacement
	Target Area	Scattered Sites
	Goals Supported	Dependable Public Facilities
	Needs Addressed	Dependable Public Facilities
	Funding	CDBG: \$9,500.00 \$60,000.00
	Description	This project will replace the roof on building 2 at Safe Harbor of Northeast Kentucky. This project is funded by the following program years: PY23 = \$34,960 and PY25 = \$9,500.00 \$25,040.
	Target Date	6/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	850 victims of domestic violence
	Location Description	3700 Landsdowne Drive, Ashland, KY 41101
15	Planned Activities	This project will replace the roof on building 2 at Safe Harbor of Northeast Kentucky.
	Project Name	Hope's Place Roof Replacement
	Target Area	Scattered Sites
	Goals Supported	Dependable Public Facilities
	Needs Addressed	Dependable Public Facilities
	Funding	CDBG: \$173,913.00 \$148,792.00

	Description	This project will replace the roof at Hope's Place. This project is funded by the following program years: PY21 = \$53,045.00 \$27,924.00 ; PY22 = \$65,630; and PY25 = \$55,238.
	Target Date	6/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	763 abused children and 300 caregivers
	Location Description	1100 Greenup Avenue, Ashland, KY 41101
	Planned Activities	Roof replacement
16	Project Name	Hillcrest-Bruce Mission HVAC Replacement
	Target Area	POLLARD MILLS NEIGHBORHOOD
	Goals Supported	Dependable Public Facilities
	Needs Addressed	Dependable Public Facilities
	Funding	CDBG: \$50,000.00
	Description	This project will replace up to 3 HVAC systems and add 2 mini-splits at Hillcrest-Bruce Mission. This project is funded by the following program years: PY22 = \$20,000 and PY25 = \$30,000.
	Target Date	6/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	1600 LMI persons
	Location Description	1819 Eloise Street, Ashland, KY 41101
	Planned Activities	This project will replace up to 3 HVAC systems and add 2 mini-splits at Hillcrest-Bruce Mission.

17	Project Name	The Neighborhood Roof Replacement
	Target Area	Scattered Sites
	Goals Supported	Dependable Public Facilities
	Needs Addressed	Dependable Public Facilities
	Funding	CDBG: \$300,000.00
	Description	This project will replace the roof at The Neighborhood. This project is funded by the following program years: PY21 = \$300,000.
	Target Date	6/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	1,000 LMI persons
	Location Description	2516 Carter Avenue, Ashland, KY 41101
	Planned Activities	Roof replacement

18	Project Name	Business Loans
	Target Area	Scattered Sites
	Goals Supported	Economic Opportunities
	Needs Addressed	Economic Opportunities
	Funding	CDBG: \$50,000.00
	Description	This project provides business loans in exchange for LMI job creation. This project is funded by the following program years: PY23 = \$50,000.00.
	Target Date	6/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	1 business and 2 LMI persons
	Location Description	1212 Bath Avenue, Ashland, KY 41101
	Planned Activities	Job creation

19	Project Name	Demolition Program
	Target Area	Scattered Sites
	Goals Supported	Clearance
	Needs Addressed	Clearance
	Funding	CDBG: \$85,257.00
	Description	This project removes and eliminates slums and blighting conditions through demolition of vacant, abandoned, and dilapidated structures. This project is funded by the following program years: PY22 = \$42,281 and PY24 = \$42,976.
	Target Date	6/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	10 structures
	Location Description	Scattered sites
	Planned Activities	Clearance

20	Project Name	CAReS Office Renovation
	Target Area	Scattered Sites
	Goals Supported	Dependable Public Facilities
	Needs Addressed	Dependable Public Facilities
	Funding	CDBG: \$39,088.00
	Description	This project will replace flooring and install energy-efficient lighting, ADA-compliant doors, and a remote access control entry system. This project is funded by the following program years: PY22 = \$24,088 and PY23 = \$15,000.00.
	Target Date	6/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	850 LMI persons
	Location Description	2516 Carter Avenue, Ashland, KY 41101
	Planned Activities	

21	Project Name	Kings Daughters and Sons Paving and Fencing
	Target Area	Scattered Sites
	Goals Supported	Dependable Public Facilities
	Needs Addressed	Dependable Public Facilities
	Funding	CDBG: \$39,947.00
	Description	This project will repave the parking lot and replace a fence to provide increased security. This project is funded by the following program years: PY22 = \$39,947.
	Target Date	6/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	50 elderly persons
	Location Description	1100 Bath Avenue, Ashland, KY 41101
	Planned Activities	

22	Project Name	Ashland Senior Center Storefront Rehabilitation
	Target Area	Scattered Sites
	Goals Supported	Dependable Public Facilities
	Needs Addressed	Dependable Public Facilities
	Funding	CDBG: \$136,423.00
	Description	This project will replace the windows and doors and repair/replace any areas damaged by water, moisture, and mold. Additionally, the showcase platforms and vestibule will be removed, and the door will become ADA-compliant, which will require new flooring and sloping adjustments. This project is funded by the following program years: PY22 = \$34,835; PY23 = \$61,847; and PY24 = \$39,741.
	Target Date	6/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	75 elderly persons
	Location Description	324 15 th Street, Ashland, KY 41101
	Planned Activities	

AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

The U.S. Census Bureau has divided the nation into census tracts for statistical tabulation purposes. Ashland has been divided into seven tracts. Tracts of enumeration are generally designed to be relatively uniform with respect to population count and/or number of households. Census tracts are further divided into block groups for other statistical purposes. In order for a block group within a census tract to be eligible for CDBG target designation, at least 51% of its population must have a median income at or below 80% of Ashland median income.

The City of Ashland is in Northeastern Kentucky and encompasses 17.02 sq. miles. The City of Ashland has three target areas within City limits for CDBG Projects:

- East Central is in the worst housing conditions of these three target areas. (Census Tract 303, Block Group 3).
- West Central is adjacent to the Pollard Mills Neighborhood (Census Tract 303, Block Group 1).
- Pollard Mills is the lowest of income areas because it has two public housing complex in it. (Census Tract 308, Block Groups 2 and 3).

Geographic Distribution

Target Area	Percentage of Funds
POLLARD MILLS NEIGHBORHOOD	11
EAST CENTRAL NEIGHBORHOOD	2
City-wide	13
Scattered Sites	72
WEST CENTRAL NEIGHBORHOOD	2

Table 57 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

City-Wide: General Administration = \$100,000; Ashland Community Kitchen Operating Costs = \$15,000; Ashland Senior Center Operating Costs = \$15,000; CARES Operating Costs = \$15,000; Safe Harbor Operating Costs = \$10,000.

Scattered Sites: First United Methodist Church = \$5,000; Safe Harbor Building 2 Roof Replacement = \$9,500; Hillcrest-Bruce Mission HVAC Replacement = \$50,000; Hope's Place Roof Replacement = \$173,913; The Neighborhood Roof Replacement = \$300,000; Homeowner Rehabilitation = \$289,369;

and Emergency/Energy-Efficient Rehabilitation = \$60,000.

West Central Neighborhood: Code Enforcement = \$21,253.

East Central Neighborhood: Code Enforcement = \$21,252.

Pollard Mills Neighborhood: Code Enforcement = \$21,252; Hillcrest-Bruce Mission Operating Costs = \$15,000; and Sidewalks Replacement = \$100,000.

Ashland Community Kitchen, Ashland Senior Center, CARES, Hope's Place, and Safe Harbor provide public services to individuals residing anywhere within city limits. First United Methodist Church's food pantry will be calculated under scattered sites because it has a specific geographical boundary that does not cover the entire city. Hillcrest-Bruce Mission's public services are limited to the Pollard Mills Neighborhood.

Public investment in housing rehabilitation and emergency rehabilitation is encouraged primarily in target areas, as the need is severe, but projects will be considered scattered sites.

Although Safe Harbor, Hillcrest-Bruce Mission, Hope's Place, and The Neighborhood provide services city-wide or to a specific neighborhood, their respective rehabilitation projects are considered scattered sites.

Discussion

The City of Ashland has partnered with various nonprofits and service providers to carry out the services required by special needs populations. While the City of Ashland makes homeless services and prevention a priority, the need outweighs the available resources. There are also significant needs for mental health services and addiction counseling services in the region that impact the homeless rate. There is a need to provide public transit to bring special needs populations to the places where they can receive services. The City will continue to partner with nonprofits that manage partnerships with these organizations and assist persons with special needs.

Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

In order to reduce the number of code violations, condemned and abandoned properties, the City of Ashland will emphasize the Home Rehabilitation and Emergency/Energy Rehabilitation Programs for program year 2025. This program will allow Code Enforcement to coordinate with Community Development Block Grant (CDBG) Administrator to assist families that are cited for code violations to remedy the situation before liens are placed or the unit declines further.

Homeowner Emergency/Energy Efficiency Rehabilitation projects will focus on energy-efficient hot water tanks and energy-efficient HVAC units or emergency repairs, which will reduce energy/utility bills, thus making housing more affordable.

One Year Goals for the Number of Households to be Supported	
Homeless	0
Non-Homeless	6
Special-Needs	0
Total	6

Table 58 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	0
The Production of New Units	0
Rehab of Existing Units	6
Acquisition of Existing Units	0
Total	6

Table 59 - One Year Goals for Affordable Housing by Support Type

Discussion

The City of Ashland will provide rehabilitation funds for approximately 6 homes in Ashland, Kentucky.

AP-60 Public Housing – 91.220(h)

Introduction

The Housing Authority of Ashland manages and maintains units located at two sites--Scope Towers and Debord Terrace. Combined, 365 families are served by the Housing Authority of Ashland. Scope Towers has studio and one-bedroom apartments, while Debord Terrace has up to five-bedroom units.

Ashland Assisted Housing Choice Voucher Program (Section 8) Program is administered by the City of Ashland. The Housing Choice Voucher program does not receive CDBG funds and is solely administered through HUD's Housing Choice Voucher funding. The agency is authorized for 643 regular vouchers and 22 Veterans Administration Supportive Housing Vouchers.

Thirty-four Housing Choice Vouchers are dedicated to domestic violence victims at Harbor Hill. Harbor Hill is an independently-owned apartment complex.

The City has entered into a Housing Assistance Contract (HAP) at Gla-Low Apartments for 77 newly renovated units for low-income families on the Housing Choice Voucher Program. This project will increase available ADA units.

In cooperation with the Veterans Administration Medical Center (VAMC), the Ashland Assisted Housing Agency also provides assistance for homeless through the Veterans Affairs Supportive Housing (VASH) program. The VASH program combines Housing Choice Voucher rental assistance for homeless Veterans with case management and clinical services of the VAMC. The HUD-VASH program has been a vital tool in our local and national efforts to end Veteran homelessness. The Ashland Assisted Housing Agency has petitioned additional VASH vouchers to be used in Boyd County. Twenty-one veterans are currently being served on the VASH program.

CARes, Safe Harbor, and Salvation Army act as advocates to the low-and-moderate-income, homeless, or at-risk-of-becoming homeless individuals and households. Many of these populations have difficulty housing in public housing units due to prior evictions, felonies, and poor references.

Actions planned during the next year to address the needs to public housing

To address the continued need for public, affordable housing, the Housing Authority of Ashland and the City of Ashland will continue to implement public housing programs and Housing Choice Voucher (Section 8) assistance programs, respectively. Both agencies have many families on their waiting lists indicating the shortage of available, affordable rental housing. New families are brought into programs as soon as public housing units or Housing Choice vouchers are available.

Actions to encourage public housing residents to become more involved in management and participate in homeownership

The City of Ashland does not have a homeownership program at this time.

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

The Housing Authority of Ashland is not designated as a “troubled” by HUD. The housing authority has is considered a standard performer.

Ashland Assisted Housing Authority is not designated as “troubled” by HUD. The agency is currently a high performer.

Discussion

Increased landlord participation is required to allow tenants to have a variety of decent, affordable housing options.

Fair housing outreach is continual throughout the program year. Tenants learn about their rights, while landlords are told their responsibilities according to fair housing law.

AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Introduction

The City of Ashland Department of Community and Economic Development addresses the needs of the homeless and other special needs activities, such as child care and senior citizens, through granting funds to the local public services agencies. This includes City of Ashland general fund contributions and CDBG.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

CARes assists with reducing homelessness by offering ongoing case management, emergency food, prescriptions, referrals to the “Neighborhood” service, referrals to homeless shelters and domestic violence shelters, and referrals to Pathways for mental health and addiction services. CARes’ outreach consists of a case manager talking with clients outside of the building who are in need but who do not want to enter the building. This time is used to make connections with the client to get them to seek assistance by completing the formal intake process. This process may take several days.

Safe Harbor provides shelter, food, clothing, transportation, medical care, education, counseling, advocacy, and housing assistance in addition to whatever the family may need. They teach and provide intensive case management to families so that they will be able to enhance their daily living skills and become a successful family unit. Safe Harbor provides outreach and/or satellite services throughout the FIVCO ADD District. Outreach programming includes non-residential counseling and advocacy services, domestic violence support groups, agency information and community referrals. Outreach staff provides daily outreach office hours throughout local communities while providing victim call-out services for local emergency rooms, local service agencies and the Cabinet for Families and Children. Under the direction of the Outreach Coordinator, Safe Harbor provides general domestic violence education and annual domestic violence awareness campaigns to the general public. Activities include Safe Harbor information booths, awareness campaigns, media promotions, public events, and general fundraising activities. Safe Harbor’s community services coordinator, under the direction of Safe Harbor’s executive director, serves as the agency spokesperson.

Addressing the emergency shelter and transitional housing needs of homeless persons

Safe Harbor – Ann Perkins, Executive Director (victims of domestic violence)

Pathways - Jim Sherman, Path Project (unsheltered)

Huntington VA Hospital (VASH)

Additional resources are needed to successfully house homeless into transitional housing.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

Ashland Assisted Housing Choice Voucher (Section 8) Program is administered by the City of Ashland. The agency is currently authorized for 643 regular vouchers and 22 Veterans Administration Supportive Housing Vouchers. Thirty-four Housing Choice Vouchers are dedicated to domestic violence victims at Harbor Hill. Harbor Hill is an independently-owned apartment complex. Additionally, the City has a Housing Assistance Contract (HAP) at Gla-Low Apartments for 77 newly renovated units for low-income families on the Housing Choice Voucher Program. Homeless individuals are given priority preference for vouchers to shorten the period of time they experience homelessness. The City provides funding to and relies heavily on public service agencies, such as CARES, Safe Harbor, and the Salvation Army, to verify and aid homeless individuals. These agencies provide outreach, case management, and referral services to house individuals as quickly as possible, then to support and/or teach them while they learn the necessary skills to transition to independent living.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs

Many homeless individuals require case management to transition into a housing setting. The risk of becoming homeless again is lessened by agencies like the Veterans Administration through VASH and Safe Harbor of Northeast Kentucky. Continued assistance is essential. The following are needs seen in the Ashland homeless community:

CAREs case managers complete the Vulnerability Index - Service Prioritization Decision Assistance Tool (VI-SPDAT) on each client seeking assistance with housing. The VI-SPDAT was developed as a pre-screening tool for communities that are very busy, as a brief survey that can be conducted to quickly determine whether a client has high, moderate, or low acuity. The use of this survey can help prioritize which clients should be given a full SPDAT assessment first. Because it is a self-reported survey, no special training is required to use the VI-SPDAT. The SPDAT is a case management tool that uses four methods of information gathering to best understand the individual adult, unaccompanied youth or family's strengths and support needs across four core domains: Wellness, Risks, Socialization and Daily

Functions, and Housing. Families use these four core domains plus an additional domain that focuses on the needs of the children within the household. The purpose of the SPDAT is to frame a collaborative journey towards change that increases the confidence and self-esteem of the household through accountable, structured goals and support. Evaluations are conducted at intake and at one (1) year if the client remains in the program.

Safe Harbor works with residents individually and in group settings, and case review meetings are held weekly. Counselors work with residents to achieve permanent housing accommodations, housing referrals, housing education, and to mediate tenant/landlord relationships. Housing counselors teach money management, budgeting, and self-sufficiency skills, while seeking financial resources for families in need. Upon departure from its emergency and/or transitional housing programs, Safe Harbor provides continuum of care and follow-up assistance programming to survivors of domestic violence. Activities include weekly phone follow-ups, in-home visits, monthly newsletter mailings, support group programming, and recreational activities promoting a supportive continuation of Safe Harbor programs.

Discussion

The City of Ashland relies heavily on public service agencies within City limits to serve the homeless and at-risk-of-becoming homeless individuals in Ashland.

AP-75 Barriers to affordable housing – 91.220(j)

Introduction:

Common barriers to affordable housing may be public policies or non-government conditions that hamper the development or rehabilitation of affordable housing. These conditions include land use controls, property taxes, state prevailing wage requirements, environmental protection, cost of land and availability. The main barriers identified in the City of Ashland are lack of available affordable housing, housing affordability and lack of resources.

HUD defines "affordable housing" as when a household spends 30% or less of their household income on rent and utilities. Insufficient resources are available in the area to increase the availability of affordable housing.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

The City of Ashland does not intentionally implement public policies, such as land use controls, tax policies, zoning ordinances, building codes, fees and charges and growth limitations to negatively impact affordable housing in Ashland. For example, Code enforcement officers inspect properties and buildings to maintain and improve the living standards of city residents and to address issues of blight, noise, unsafe construction, litter, and other unseemly or dangerous property conditions. Unfortunately, enforcement of these codes may impede or have unintended consequences in neighborhoods because they frequently affect LMI citizens with limited means to correct the violations and/or pay the accumulating fines. Furthermore, homes may be condemned under certain circumstances, which can lead to eviction of the homeowners or tenants, temporarily reducing the housing stock and potentially increasing the homeless population, especially if the house is eventually demolished. However the Code Enforcement Board is typically quite lenient and will delay fines if the homeowner demonstrates a genuine effort to correct issues.

The City of Ashland must follow fair housing regulations when reviewing locations of group homes and low-income housing.

Discussion:

To address the lack of affordable housing and housing affordability, the City will invest Community Development Block Grant (CDBG) funds into homeowner rehabilitation projects and energy-efficient emergency rehabilitation (coordinated with the Division of Code Enforcement). These activities will increase the supply of affordable housing and preserve existing housing stock.

As resources are limited, some deficiencies are severe enough to make rehabilitations cost-prohibitive.

The City of Ashland, by City ordinance No. 5, 2018, established criteria to classify property as abandoned and establishing a separate rate of taxation for abandoned urban property. Property may be classified as abandoned which has been vacant, neglected, or unimproved for a period of at least one year or having received at least three or more citations for violations of property maintenance code and which:

Because it is dilapidated, unsanitary, unsafe, vermin-infested, or otherwise dangerous to the safety of persons; it is unfit for its intended use; by reason of neglect or lack of maintenance, it has become a place for the accumulation of trash and debris; it has become infested with rodents or other vermin; or it has been tax delinquent for a period of at least three years.

AP-85 Other Actions – 91.220(k)

Introduction:

Obstacles in meeting underserved needs have been identified, including: the need for increased supportive services, lack of affordable housing, the need to reduce duplication of resources, and the need to expand economic opportunities. The City of Ashland Department of Community and Economic Development will continue to develop programs and initiatives, designed to improve existing programs and identify additional sources of funding to better serve those in need of affordable housing and services that reach the homeless and at risk of becoming homeless.

Actions planned to address obstacles to meeting underserved needs

Programs will be implemented to provide public services and to increase affordable housing and economic opportunities. Additional coordination of resources and outreach will be expanded to ensure the public is aware of available resources and programs. These programs include:

- Homeowner rehabilitation program—property improvements to homes to repair/replace roofs, soffit, gutters, etc., which may help reduce the number of code enforcement violations.
- Energy-Efficient rehabilitation program—installation or replacement of HVAC units and hot water tanks.

Actions planned to foster and maintain affordable housing

The City of Ashland Department of Planning and Community Development will continue to rehabilitate owner-occupied homes with the Homeowner Rehabilitation projects. The CDBG Administrator will coordinate with Code Enforcement to reach out to low-and-moderate-income households who need emergency rehabilitation to their units, thus reducing the amount of code enforcement citations and increasing the value of their property.

The Department will continue minor repairs for homeowners with the annual Repair Affair that is funded by the City of Ashland's General Fund and local donations. Repair Affair occurs annually in May.

Actions planned to reduce lead-based paint hazards

The City of Ashland Department of Community and Economic Development has two certified lead-based paint risk assessors.

The City of Ashland will comply with HUD's Lead Safe Housing Rule by strictly adhering to the City's implemented Lead-Based paint policy as follows:

All homes that were built pre-1978.

Homebuyer Program - A visual assessment is performed to identify any deuterated paint at or in excess of de-minimis standards and notification of the results are passed to the homeowner. Paint stabilization utilizing safe work practices by a certified lead-based paint risk assessor is required for paint deterioration above di-minimis followed by obtainment of clearance testing.

Rehabilitation Program - A visual assessment is performed to identify any deteriorated paint at or in excess of de-minimis standards and notification of the results are passed to the homeowner. Additional steps are outlined below as they pertain to the funding amount. Funding amount is per unit rehabilitation hard costs and do not include costs of lead evaluation and reduction.

\$0.00-\$5,000: "Do no harm" approach. Lead safety requirements cover only the surfaces being disturbed. Presume surfaces contain lead-based paint. Work which disturbs painted surfaces presumed to contain lead-based paint is done using lead safe work practices by RRP Certified Contractor and clearance of the worksite is performed at the end of the job (unless it is a very small "de Minimis" scale project) to ensure that no lead dust hazards remain in the work area.

\$5,001.00-\$25,000.00: Identify and control lead hazards. Identify all lead hazards by performing a lead-based paint risk assessment. RRP Certified Contractors must control the hazards using interim controls and clearance of the worksite is performed at the end of the job to ensure that no lead dust hazards remain in the work area.

\$25,001.00 or more: Identify and abate lead hazards. Identify all lead hazards at the property by performing a risk assessment and then abate all hazards at the property performing a risk assessment and then abate all the hazards. This approach requires a certified abatement contractors perform the abatement part of the job and clearance of the worksite is performed at the end of the job to ensure that no lead duct hazards remain in the work area.

Actions planned to reduce the number of poverty-level families

The City of Ashland 2020 Analysis of Impediments gives insight into obstacles of obtaining affordable housing, raising above the poverty level, reducing the risk of becoming homeless, and the educational limits. These obstacles and challenges must be understood by local government, service agencies, and the entire community. Transportation, education, jobs, etc. are intertwined in breaking down the obstacles.

The City of Ashland is in need of industry to locate in the City of Ashland or surrounding cities to increase employment opportunities that in turn will reduce the number of poverty level families. The City of Ashland works closely with Ashland Alliance and FIVCO to encourage industry to move to Eastern Kentucky. The City of Ashland Department of Community and Economic Development continually seeks new businesses and employment opportunities for low-and-moderate-income persons.

Actions planned to develop institutional structure

The City of Ashland's institution structure is relatively strong. A variety of agencies and organizations will play key roles in the City of Ashland Community Development Block Grant (CDBG) Action Plan. Individual non-profits and service providers will continue to identify area problems and issues. These problems and issues are discussed with the City of Ashland's Department of Community and Economic Development, and the Department will:

- Provide recommendations to improve local agencies program designs if receiving CDBG funding;
- Pursue close communication among these agencies with housing programs;
- Strengthen partnerships and enhance coordination with Ashland Assisted Housing, Salvation Army, and Safe Harbor;
- Participate in conferences and training for housing and service providers; and
- Actively coordinate and cooperate with the local government, consultants and the public in the preparing and implementation of the five-year 2025-2029 Consolidated Plan and subsequent annual action plans.

Actions planned to enhance coordination between public and private housing and social service agencies

The City of Ashland works closely with community organizations and City departments to identify the needs of public and private housing. Significant planning efforts for the 2025 - 2029 Consolidated Plan and 2025 Annual Action Plan have been coordinated through the Department of Community and Economic Development

Discussion:

The 2025-2029 Consolidated Plan is the foundation setting the goals and objectives of the Community Development Block Grant. All projects and activities must fall under a specific goal and be considered CDBG eligible.

Program Specific Requirements

AP-90 Program Specific Requirements – 91.220(I)(1,2,4)

Introduction:

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

Community Development Block Grant Program (CDBG)

Reference 24 CFR 91.220(I)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
Total Program Income:	0

Other CDBG Requirements

1. The amount of urgent need activities	0
<TYPE=[text] REPORT_GUID=[A698417B4C924AE0218B42865313DACF] DELETE_TABLE_IF_EMPTY=[YES]>	
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	100.00%

1. If applicable to a planned HOME TBRA activity, a description of the preference for persons with special needs or disabilities. (See 24 CFR 92.209(c)(2)(i) and CFR 91.220(l)(2)(vii)). <TYPE=[text]
REPORT_GUID=[A0BBB986408D8C25582AC4BE59FA99C5]>

100% of CDBG allocated funds will be used to provide activities that benefit low-and moderate income persons and families over a three-year period 2025, 2026, and 2027.

Attachments

Citizen Participation Comments

2025-2029 Consolidated Plan and 2025 Annual Action Plan Comments Received

June 25, 2025:

Commissioner Marty Gute attended a Salvation Army of Ashland board meeting on June 25, 2025. Shortly after the meeting, he informed us that the Salvation Army has significant financial troubles and may close within a year.

June 30, 2025:

As a result of Mr. Gute's comment, the consolidated plan and annual action plan were amended to remove both Salvation Army projects as follows:

1. Salvation Army Operating Costs -\$5,000.00
2. First United Methodist Church Food Pantry +\$5,000.00

1. Salvation Army Rehabilitation -\$138,675.44
2. The Neighborhood Roof Replacement +\$300,000.00
3. Hope's Place Roof Replacement +\$118,675.44
4. Hillcrest-Bruce Mission HVAC Replacement +\$70,000.00

Name



Date

7-28-25

Grantee Unique Appendices

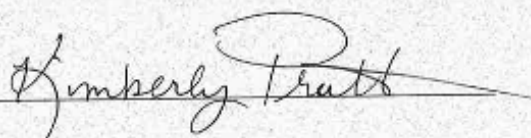
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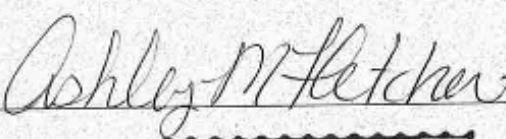
ATTN: JACOB CITY OF ASHLAND COMMUNITY AND ECONOMIC
PO BOX 1839
ACCOUNTS PAYABLE
ASHLAND KY 41105 1839

NEWSPAPER AFFIDAVIT

I, KIMBERLY PRATT, ADVERTISING COORDINATOR OF THE DAILY INDEPENDENT NEWSPAPER
PUBLISHED IN ASHLAND, AND HAVING THE LARGEST CIRCULATION OF ANY
NEWSPAPER IN THE BOYD COUNTY, KENTUCKY, DO HEREBY CERTIFY THAT FROM
MY OWN KNOWLEDGE AND A CHECK OF THE FILES OF THIS NEWSPAPER THAT THE
FOLLOWING ADVERTISEMENT WAS INSERTED IN THE DAILY INDEPENDENT.

SIGNATURE: 

SUBSCRIBED AND SWORN TO BEFORE ME BY THE ABOVE, THIS 30th DAY OF
December, 2024

NOTARY PUBLIC 

MY COMMISSION EXPIRES 

COMMENTS	EXPIRED DATE	AD CAPTION	#TIMES	AMOUNT
THE DAILY INDEP 12/30/2024	12/30/2024	LEGALS	1	316.00

TOP FIVE STORIES

Dec. 22-28

EDITOR'S NOTE: The following headlines were associated with the top five most-read stories on dailyindependent.com. Search any headline on the website to read the story.

Rank	Headline	Page	Views
1.	2024 Boys All-Area Golf. Slone joins exclusive club...	222	
2.	Boyd issues Christmas-time indictments...	774	
3.	Former school employee indicted on abuse charge...	167	
4.	Student newspaper sues UK for access to dorm sign-in records...	159	
5.	Police: Man narrowly missed by shotgun blast...	149	

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PUBLIC NOTICES

CLERK'S NOTICE OF FIDUCIARIES ACCOUNTING

Under the requirements of the Revised Statutes of the State of Kentucky, the following fiduciaries have been filed with the Clerk of the Circuit Court, the settlement or accounting trust is set forth herein:

Settlement Type	Case #	Fiduciary/Estate
Periodic Settlement	14-P-401	Chester White as Administrator of the Estate of Harold White
Periodic Settlement	16-P-178	Shelly Church as Executive of the Estate of August Ray Rye Sr.
Periodic Settlement	16-P-350	Deborah Hulet as Executive of the Estate of Melvin Joseph White
Periodic Settlement	18-P-166	Mary Elizabeth Frazer as Executive of the Estate of Donald L. Frazer
Periodic Settlement	18-P-381	Vicki Lynn Foster as Administrative of Louise Wilcox Foster
Periodic Settlement	19-P-121	Patricia Sparks and Gary Brickey as Co-Administrators of the Estate of Mary Maureen Brickey
Periodic Settlement	19-P-315	Proctor Clark IV as Executor of the Estate of Mrs. Ann Birch
Periodic Settlement	19-P-382	Tony Francis as Executor of the Estate of Ruby Vance
Periodic Settlement	21-P-197	David K. Proff as Executor of the Estate of Phyllis Proff
Periodic Settlement	21-P-201	Michelle Griffin as Executor of the Estate of Paula Moore
Periodic Settlement	21-P-444	Forest Stewart as Administrator of the Estate of Paul Reeves
Periodic Settlement	22-P-160	Garnet Johnson as Administratrix of the Estate of Sally Lynn Johnson
Periodic Settlement	22-P-170	Anna Pruss as Administratrix of the Estate of Arnette Wells
Periodic Settlement	23-P-198	Bobbi Pruss as Administratrix of the Estate of Noah Pruss
Periodic Settlement	23-P-160	Reed Cox as Administrator of the Estate of Barbara Rodway
Periodic Settlement	24-P-333	Johnny Messer as Administrator of the Estate of Howard Devoe
Final Settlement	08-P-119	Jan Thompson as Valenti Rodden as Co-Executives of the Estate of Elaine George
Final Settlement	12-P-185	Medusa Gail Babin as Executrix of the Estate of Martin Mac Shrop
Final Settlement	22-P-381	Alex Smith as Executor of the Estate of Martye Smith
Final Settlement	22-P-387	Christopher Thompson as Trustee of the Estate of William Jean Thompson Prater
Final Settlement	23-P-284	Stewart Prater as Administrator of the Estate of Winifred Prater
Final Settlement	23-P-350	Jennifer White as Guardian of the Estate of Steven Thompson
Final Settlement	23-P-391	Jeffery Dean Ferguson as Administrator of the Estate of Rebecca Ruth Ferguson
Final Settlement	24-P-443	Cheryl Renee Devoe as Executrix of the Estate of Von Mac Miller
Final Settlement	24-P-126	Brian Michael Musick as Executor of the Estate of Jesse Jean Robinson
Final Settlement	24-P-288	Patricia Carroll as Executrix of the Estate of Brenda Sue Ward

240 PM on March 4, 2025 having been set as date of hearing. Exceptions must be filed before date of hearing. No cause for exceptions having been shown, the settlement will be confirmed at date of hearing.

Published: December 30, 2024

Crews used a water extinguisher to cool the area. Upon arrival no problem could be found at the location

cooking smoke. The alarm was reset. Dec. 25: McKinnip Drive and Skyline Drive for smoke in the area. Crews

Giovanni's OF PIZZA SOUTH ASHLAND

12 INCH PIZZA 2 TOPPINGS \$10.00

16 INCH PIZZA \$13.00

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MON-FRI: 11AM-11PM

SAT & SUN: 11AM-11PM

Hours: Mon-Thurs: 10:30am-11pm, Fri-Sat: 10:30am-11pm

PUBLIC NOTICES

PUBLIC NOTICE City of Ashland, Kentucky Community Development Block Grant Notice of Funding Availability Program Year 2025-2028

The City of Ashland anticipates receiving approximately \$600,000 in CDBG funding from the U.S. Department of Housing and Urban Development (HUD) to implement projects that benefit low and moderate income persons for Federal Program Year 2025, which encompasses the period July 1, 2025 to June 30, 2026. Projects may be implemented by the City or may be contracted with a nonprofit agency or other organizations.

A CDBG overview meeting is tentatively scheduled for Friday, January 17, 2025 at 3:00 p.m. in the Commissioners' Chambers, 1700 Greencamp Avenue, Room 208, Ashland, KY 41101. This meeting is voluntary.

CDBG applications must be received by Friday, January 31, 2025 at 3:00 p.m. In the event the City building is closed to the public, applications may be submitted in the drop box located on Korean War Veterans Way. Incomplete or late applications will not be reviewed. To submit your application, or if you have any questions, please contact Jacob Raiser, Program and Grant Administrator, using the methods listed below.

City of Ashland, Kentucky
Department of Community and Economic Development
By Phone: (606) 325-3324
By Email: jraiser@ashlandky.gov
By Mail: PO Box 1839, Ashland, KY 41105
In Person: 1700 Greencamp Avenue, Room 208, Ashland, KY 41101
Published: December 30, 2024



PUBLIC NOTICES

PUBLIC NOTICE NOTICE OF INTENT TO REQUEST RELEASE OF FUNDS

On or about January 7, 2025, the City of Ashland will submit a request to the U.S. Department of Housing and Urban Development (HUD) for the release of Community Development Block Grant (CDBG) funds under Title I of the Housing and Community Development Act of 1974 (PL 93-383), as amended, to undertake a project known as the Salvation Army of Ashland's Emergency Shelter Rehabilitation Project for the purpose of expanding and rehabilitating the shelter by constructing an interior security partition wall with check-in area; converting a laundry room into an ADA-compliant restroom; converting a storage room into a laundry room; remodeling the women's dorm's restroom; upgrading the kitchen to a commercial kitchen; and repainting and reinforcing the entire facility. Salvation Army of Ashland's emergency shelter is located at 2012 1/2 Carter Avenue, Ashland, KY 41101. The total estimated cost of the project is \$438,675.44 with \$298,675.44 from CDBG funds.

The activities proposed are categorically excluded under HUD regulations at 24 CFR Part 58 from National Environmental Policy Act (NEPA) requirements. An Environmental Review Record (ERR) that documents the environmental determinations for this project is on file at the Ashland City Building, 1700 Greencamp Avenue, Room 208, Ashland, KY 41101 and may be examined or copied on weekdays from 8:30 a.m. to 5:00 p.m.

PUBLIC COMMENTS

Any individual, group, or agency may submit written comments on the ERR to the City of Ashland's Department of Community and Economic Development, PO Box 1839, Ashland, KY 41105 or by email to Jacob Raiser, Program and Grant Administrator, at jraiser@ashlandky.gov. All comments received by January 6, 2025 will be considered by the City of Ashland prior to submitting an application to HUD for release of funds.

ENVIRONMENTAL CERTIFICATION

The City of Ashland certifies to the U.S. Department of Housing and Urban Development that Michelle Veach, in her capacity as Certifying Officer, certifies to accept the jurisdiction of the Federal Courts if an action is brought to enforce responsibilities in relation to the environmental review process and that these responsibilities have been satisfied. HUD's approval of the certification satisfies its responsibilities under NEPA and related laws and authorizes and allows the City of Ashland to use program funds.

OBJECTIONS TO RELEASE OF FUNDS

HUD will accept objections to its release of funds and the City of Ashland's certification for a period of fifteen days following the anticipated submission date or its actual receipt of the request (whichever is later) only if they are on one of the following bases: (a) the certification was not executed by the Certifying Officer of the City of Ashland; (b) the City of Ashland has omitted a step or failed to make a decision or finding required by HUD regulations at 24 CFR part 58; (c) the grant recipient or other participants in the development process have committed funds, incurred costs, or undertaken activities not authorized by 24 CFR Part 58 before approval of a release of funds by HUD; or (d) another Federal agency acting pursuant to 40 CFR Part 1504 has submitted a written finding that the project is unsatisfactory from the standpoint of environmental quality. Objections must be prepared and submitted in accordance with the required procedures (24 CFR Part 58, Sec. 58.76) and should be sent to the Louisville Field Office of HUD at LouisvilleRROF@hud.gov. Potential objections should contact HUD to verify the actual last day of the objection period.

Michelle Veach, Certifying Officer

Published: December 30, 2024

LEGAL NOTICE NOTICE OF APPOINTMENT COMMONWEALTH OF KENTUCKY, COUNTY OF BOYD

I, Mary Hall Sergeant, Clerk of the Boyd District Court, certify that the following have been appointed fiduciaries. Creditors having claims against said estates must file same with fiduciary within (7) six months from date of appointment.

DATE OF APPT.	ESTATE	FIDUCIARY	ATTORNEY
22-P-362 11/1/24	Gene Randolph Blevins II	Megan Rowe	Dore Bailey
23-P-419 10/28/24	Patricia Rice Church	Kathleen Korman	
21-P-297 10/28/24	David White	Brenda Millican	
24-P-364 11/4/24	Billie Mae Wheeler	Kari Ellen Barrett Miller	
24-P-396 10/28/24	Hazel Joyce Howard	Kevin Howard	
24-P-434 11/4/24	Cynthia A. McKnight	Nanette Korman	
24-P-484 11/22/24	Jedrey Dean Young	Mary Sturdivant Young	
24-P-425 11/8/24	James Edward Little	Sharon Gwynn	
21-P-126 11/19/24	Sally Lou Broughton	Kimberly Broughton	Pat Hedrick
24-P-427 11/19/24	Billie Sue Bartley	Beverly Bellamy	Alyssa Thompson
24-P-428 11/1/24	Betty Lou Carter	Nancy Fortis	
21-P-129 10/28/24	David Brian Graff	Raymond Cecil Graff	James H. Moore III
24-P-438 11/2/24	James Robert Helm	Karla Williams & Jamie Mcron	Michael H. Mc
24-P-439 11/2/24	Barbara Jean Howard	Theresa Lynn Howard	Frank H. Wazwick
24-P-440 10/28/24	Dorothy Galkner	Paula Abrams	C. David Mussetter
24-P-441 11/4/24	Stephen Parker Forbes	Stephanie Hicks & Michael Forbes	C. David Mussetter
24-P-443 11/22/24	Paul Kenneth Ross	Beverly Conley	
24-P-444 11/2/24	Mary Jane Baskett	Kevin Baskett	
24-P-447 11/19/24	Jane D. Young	Andrew M. Layne	Sharon Ramsey
24-P-448 11/15/24	Kathleen S. Meade	Jane D. Meade	Frances Halber
24-P-449 11/22/24	Linda Savage	Teresa Lynn Crum	
24-P-458 11/18/24	Kristin Ann Lewis	Michael Patrick Lewis	Michael Armstrong
24-P-459 11/12/24	Burley S. Stevens, Jr.	Jill Stevens Tibbs	Wendell S. Roberts

Published: December 30, 2024

CDBG Overview Meeting
Program Year 2025 / Fiscal Year 2026
January 17, 2025

	Name	Title	Agency
1	Jacob Risner	Grant Administrator	COA
2	Anna Perkins	E. D. State Harbor	
3	Roxbi Smyser	ZUMC grant writer	ZUMC Food Pantry
4	Rachel Lewis	Regional Resource Development Director	The Salvation Army
5	Jeremy Holbrook	ED, The Neighborhood	
6	Lynn Childers	Executive Director	CARE-S
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January 17, 2025

CDBG Overview Meeting for 2025-2029 Consolidated Plan and 2025 Annual Action Plan

Location: Commissioners' Chambers, 1700 Greenup Avenue, Ashland, KY 41101

Attendees:

1. Jacob Risner, Program and Grant Administrator, City of Ashland
2. Ann Perkins, Safe Harbor of Northeast Kentucky
3. Bobbi Smyser, First United Methodist Church
4. Rachel Lewis, Salvation Army
5. Jeremy Holbrook, The Neighborhood
6. Lynn Childers, CARES

Meeting start time: 3:00 p.m.

- Ann Perkins mentioned needing a roof for Building 3 at Safe Harbor.
- Jeremy Holbrook mentioned needing a roof for The Neighborhood.
- Lynn Childers mentioned that River Cities Harvest may ask for a van.
- Bobby Smyser asked about flooring for their food pantry building.

Meeting end time: 4:00 p.m.

Name Jacob Risner Date 1-17-25

The Independent

226 Seventeenth Street
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Ashland, Kentucky 41105-0311
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www.dailyindependent.com

ATTN: JACOB CITY OF ASHLAND COMMUNITY AND ECONOMIC
PO BOX 1839
ACCOUNTS PAYABLE
ASHLAND KY 41105-1839

NEWSPAPER AFFIDAVIT

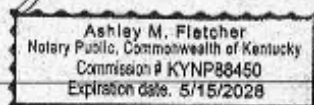
I, KIMBERLY PRATT, ADVERTISING COORDINATOR OF THE DAILY INDEPENDENT NEWSPAPER
PUBLISHED IN ASHLAND, AND HAVING THE LARGEST CIRCULATION OF ANY
NEWSPAPER IN THE BOYD COUNTY, KENTUCKY, DO HEREBY CERTIFY THAT FROM
MY OWN KNOWLEDGE AND A CHECK OF THE FILES OF THIS NEWSPAPER THAT THE
FOLLOWING ADVERTISEMENT WAS INSERTED IN THE DAILY INDEPENDENT.

SIGNATURE: Kimberly Pratt

SUBSCRIBED AND SWORN TO BEFORE ME BY THE ABOVE, THIS 23rd DAY OF
June, 2025

NOTARY PUBLIC Ashley M. Fletcher

MY COMMISSION EXPIRES



COMMENTS	EXPIRED DATE	AD CAPTION	#TIMES	AMOUNT
THE DAILY INDEPE 06/23/2025	06/23/2025	CDBG	1	474.00

chester Ave. for subjects stuck in the elevator. Crews arrived on scene to find one subject trapped on the first floor. Crews manually operated the door using the elevator door key to allow the subject to exit.

June 18: 13th Street bridge for a kitten stuck on the steel substructure of the bridge. Upon arrival, crews located the cat and set up a rope system using Rescue 1 apparatus as an anchor parked on the bridge to lower a firefighter down to remove the cat. The cat was safely removed.

June 19: 2201 Lexington Ave. for subjects stuck in the elevator. Crews arrived on scene to find one subject trapped on the third floor. Crews isolated power to the elevator and manually operated the door using the elevator door key to allow the subject to exit.

Emergency medical incidents

AFD responded to 40 emergency medical incidents.

Public service

AFD responded to 17 requests from the public for assistance.

AFD responded to six trees down.

AFD responded to two burning complaints.

AFD responded to three utility line incidents.

AFD was canceled while responding to six incidents.

AFD installed smoke detectors in five resi-

THIS WEEK CROWS completed training on IIZmatIQ, a system used to research client

Team member which is where the system was developed. The class had

PUBLIC NOTICE

PUBLIC NOTICE

CITY OF ASHLAND COMMUNITY DEVELOPMENT BLOCK GRANT 2025-2029 CONSOLIDATED PLAN AND 2025 ANNUAL ACTION PLAN

The City of Ashland is a Community Development Block Grant (CDBG) recipient through the U.S. Department of Housing and Urban Development (HUD). The 2025-2029 Consolidated Plan and the 2025 Annual Action Plan state the goals and objectives of the City and list projects proposed for the community. As defined in 24 CFR Part 9, activities under this program must meet one of the following national objectives: benefit to low-and-moderate-income persons; aid in the prevention or elimination of slums or blight; or meet a need having a particular urgency.

The City of Ashland will receive \$505,898 of CDBG funding from HUD for Program Year 2025 (July 1, 2025-June 30, 2026). An additional \$716,701 is anticipated as carryover funds from previous years. The proposed Consolidated Plan and Annual Action Plan drafts are available for review at the following locations:

1. Ashland City Building, Room 208, 1700 Greenup Avenue, Ashland, KY 41101
2. The Boyd County Public Library, 1740 Central Avenue, Ashland, KY 41101
3. Ashland Transportation Center, 99 16th Street, Ashland, KY 41101
4. www.ashlandky.gov

The Department of Community and Economic Development will receive comments concerning the Consolidated Plan and the Annual Action Plan for thirty (30) days beginning June 24, 2025 and ending July 23, 2025. Please submit any comments to Jacob Klener, Program and Grant Administrator, at (606) 326-3364, jklener@ashlandky.gov, or in person during regular business hours at the Ashland City Building, 1700 Greenup Avenue, Room 208, Ashland, KY 41101. Comments will also be taken at a public hearing on July 14, 2025 at 4:00 p.m. at the Ashland City Building, 1700 Greenup Avenue, Room 208, Ashland, KY 41101.

Copies of the Action Plan will be provided to citizens and groups upon request and free of charge. Copies may also be converted to electronic media. Speeches and signs paid for by the visually impaired and be delivered to hearing impaired persons upon request.



Published: June 23, 2025

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Friday: 10:30am-11pm

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PUBLIC NOTICE

PUBLIC NOTICE REGISTERED PERMIT-BY-RULE

Hart Sanitation, Inc. proposes to submit an application for a registered permit-by-rule transfer station facility to the Energy and Environment Cabinet, Division of Waste Management, pursuant to 401 KAR 17:010. The registration shall become effective five (5) business days after the cabinet receives it, with the exception of medical waste transfer stations which become effective thirty (30) days after the cabinet receives it, unless the cabinet denies the registration within that time. The proposed facility will be used to transfer of and/or shredding of construction and demolition debris. No solid waste or hazardous waste permitted. Facility for private use, not open to the public.

The proposed facility will be located at the following address:

Hart Sanitation, Inc.
7203 State Route 168
Catlettsburg, KY 41129

For questions regarding this proposed facility, contact Rich Hart at 606-929-0351. Questions concerning the application process for registered permit-by-rule can be directed to the:

Division of Waste Management
Solid Waste Branch
300 Sower Blvd., Second Floor
Frankfort, KY 40601

2025-2029 Consolidated Plan
Public Hearing
July 14, 2025

	Name	Title	Agency
1	Jacobi Paine	COBG Administrator	Ashland
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July 14, 2025

Public Hearing for 2025-2029 Consolidated Plan and 2025 Annual Action Plan

Location: Commissioners' Chambers, 1700 Greenup Avenue, Ashland, KY 41101

Attendees:

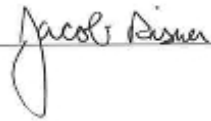
1. Jacob Risner, Program and Grant Administrator, City of Ashland

Meeting start time: 4:00 p.m.

No comments recorded

Meeting end time: 4:30 p.m.

Name



Date

7-14-25



U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
WASHINGTON, D.C. 20410-7000

May 14, 2025

The Honorable Chuck Charles
Mayor of Ashland
PO Box 1839
1700 Greenup Avenue
Ashland, KY 41101

Dear Mayor Charles,

Secretary Scott Turner is committed to improving housing opportunities, reducing regulations to lower housing cost, and expanding housing supply for hardworking Americans. The nationwide shortage of rental and owner-occupied properties and the current rate of construction has not kept pace with the demand. This lack of adequate housing supply leads to higher prices for renters and homebuyers alike, forcing some into homelessness and preventing countless Americans from becoming homeowners. Across the country, partnerships between public and private sectors are providing millions of Americans an opportunity to get ahead. HUD is determined to continue its collaboration with you so programs are responsibly utilized and can spark additional leveraging and partnerships to address the nation's housing crisis.

As authorized by the Consolidated Appropriations Act (Public Law 119-4) on March 15, 2025, I am honored and excited to announce that your jurisdiction is receiving the following Fiscal Year 2025 allocations for the identified programs:

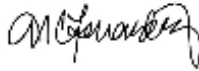
Community Development Block Grant (CDBG) - \$505,838.00
HOME Investment Partnerships (HOME) - \$0.00
Emergency Solutions Grants (ESG) - \$0.00
Housing Opportunities for Persons W/ HIV/AIDS (HOPWA) - \$0.00
Housing Trust Fund (HTF) - \$0.00
Recovery Housing Program (RHP) - \$0.00

In addition, your jurisdiction's CDBG allocation for this year provides you with \$2,529,190.00 in available Section 108 loan guarantee borrowing authority. Section 108 permits you to borrow up to five times of your current CDBG allocation. This loan allows jurisdictions to maximize access to low-interest capital, and provide long-term financing to invest in Opportunity Zones, or further address gap financing for big projects that you envision for your community.

As you are finalizing your Annual Action Plans or Consolidated Plans that are due for submission to our office by August 16, 2025, please be reminded that it is important to align with executive orders and applicable laws. If you or any member of your staff have questions, please do not hesitate to contact your local HUD Field Office in Louisville or CPDGAS@hud.gov.

Thank you for your interest in CPD programs and for ensuring that these dollars are responsibly achieving outcomes as intended by law. When people have a safe and stable place to call home, they can focus on contributing to the economy and be productive members of their respective communities.

Sincerely,



Claudette Fernandez
General Deputy Assistant Secretary
for Community Planning and Development

Grantee SF-424's and Certification(s)

OMB Number: 4040-0004
Expiration Date: 11/30/2025

Application for Federal Assistance SF-424		
* 1. Type of Submission: ☐ Preapplication ☒ Application ☐ Changed/Corrected Application	* 2. Type of Application: ☒ New ☐ Continuation ☐ Revision	* If Revision, select appropriate letter(s): * Other (Specify):
* 3. Date Received: 07/29/2025	4. Applicant Identifier: 	
5a. Federal Entity Identifier: 		5b. Federal Award Identifier:
State Use Only:		
6. Date Received by State:	7. State Application Identifier:	
8. APPLICANT INFORMATION:		
* a. Legal Name: City of Ashland, Kentucky		
* b. Employer/Taxpayer Identification Number (EIN/TIN): 61-6001775	* c. UEI: Z52NNQSMJ289	
d. Address:		
* Street1: 1700 Greenup Avenue		
Street2: PO Box 1839		
* City: Ashland		
County/Parish: Boyd		
* State: KY: Kentucky		
Province:		
* Country: USA: UNITED STATES		
* Zip / Postal Code: 41105-1839		
e. Organizational Unit:		
Department Name: Comm. and Economic Development		Division Name: CDBG
f. Name and contact information of person to be contacted on matters involving this application:		
Prefix: Mr.	* First Name: Jacob	
Middle Name:		
* Last Name: Risner		
Suffix:		
Title: Program and Grant Administrator		
Organizational Affiliation: 		
* Telephone Number: 606-385-3324		Fax Number:
* Email: jrisner@ashlandky.gov		

Application for Federal Assistance SF-424	
* 9. Type of Applicant 1: Select Applicant Type: C: City or Township Government Type of Applicant 2: Select Applicant Type: Type of Applicant 3: Select Applicant Type: * Other (specify):	
* 10. Name of Federal Agency: U.S. Department of Housing and Urban Development	
11. Assistance Listing Number: 14.218 Assistance Listing Title: Community Development Block Grant	
* 12. Funding Opportunity Number: * * Title: *	
13. Competition Identification Number: Title:	
14. Areas Affected by Project (Cities, Counties, States, etc.): Add Attachment Delete Attachment View Attachment	
* 15. Descriptive Title of Applicant's Project: The primary objective of the 2025 Action Plan is to develop sustainable neighborhoods through improved housing, infrastructure, and economic conditions for low-and-moderate-income areas and persons.	
Attach supporting documents as specified in agency instructions. Add Attachments Delete Attachments View Attachments	

Application for Federal Assistance SF-424	
16. Congressional Districts Of:	
* a. Approved: 5	* b. Program/Project: 5
Attach an additional list of Program/Project Congressional Districts if needed.	
	Add Attachment Delete Attachment View Attachments
17. Proposed Project:	
* a. Start Date: 01/01/2015	* b. End Date: 06/30/2015
18. Estimated Funding (\$):	
* a. Federal	5,000,000.00
* b. Applicant	0.00
* c. State	0.00
* d. Local	0.00
* e. Other	0.00
* f. Program Income	0.00
* g. TOTAL	5,000,000.00
19. Is Application Subject to Review By State Under Executive Order 12372 Process?	
☐ a. This application was made available to the State under the Executive Order 12372 Process for review on .	
☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.	
☒ c. Program is not covered by E.O. 12372.	
20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)	
☐ Yes ☒ No	
If "Yes," provide explanation and attach:	
	Add Attachment Delete Attachment View Attachment
21. "By signing this application, I certify (1) to the statements contained in the list of certifications" and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances" and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 18, Section 1001)	
☒ I am not a POC	
* The list of notifications and assurances on an internet site where you may obtain it is located in the announcement or agency specifications.	
Authorized Representative:	
Title: Mayor	First Name: Chuck
Middle Name:	
Last Name: Charles	
Suffix:	
* Title: Mayor	
* Telephone Number: 606-385-3300	* Fax No. Tel.:
* E-mail: cccharles@ashlandky.gov	
* Signature of Authorized Representative: 	* Date signed: 7-25-2015

**Applicant and Recipient
Assurances and Certifications**

U.S. Department of Housing
and Urban Development

OMB Number: 2506-0117
Expiration Date: 09/30/2021

Instructions for the HUD-424-B Assurances and Certifications

As part of your application for HUD funding, you, as the official authorized to sign on behalf of your organization or as an individual, must provide the following assurances and certifications, which replace any requirement to submit an SF-424-B or SF-424-1. The Department's Civil Rights Office has specified this form for use for purposes of general compliance with 24 CFR §§ 1.5, 3.115, 8.50, and 145.90, as applicable. The Department's Civil Rights Office may require specific civil rights assurances to be furnished consistent with those authorized and will specify the form on which such assurances must be made. A failure to furnish or comply with the civil rights assurances contained in this form may result in the procedures to effect compliance at 24 CFR §§ 1.5, 3.115, 8.50, or 145.90.

By submitting this form, you are stating that all assertions made in this form are true, accurate, and correct.

As the duly representative of the applicant, I certify that the applicant:

*Applicant Representative Name:

Prefix: Mr. First Name: David
Middle Name:
Last Name: Davidson
Suffix:

*Title: Mayor

*Applicant Organization: City of Portland, Kentucky

1. Has the legal authority to apply for Federal assistance, has the institutional, managerial, and financial capability (including funds to pay the non-Federal share of program costs) to plan, manage and complete the program as described in the application and the governing body has duly authorized the submission of the application, including these assurances and certifications, and authorized me as the official representative of the application to act in connection with the application and to provide any additional information as may be required.

2. Will administer the grant in compliance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000c) and implementing regulations (24 CFR part 1), which provide that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination under any program or activity that receives Federal financial assistance. If the applicant is a Federally recognized Indian tribe or a tribal or segregated housing entity, is subject to the Indian Civil Rights Act (25 U.S.C. 1301-1306).

3. Will administer the grant in compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as amended, and implementing regulations at 24 CFR part 8 the American Disabilities Act (42 U.S.C. §§ 12101 et seq.), and implementing regulations at 24 CFR part 32 or 36, as applicable, and the Age Discrimination Act of 1975 (42 U.S.C. 6101-67) as amended, and implementing regulations at 24 CFR part 146 which together provide that no person in the United States shall, on the grounds of disability or age, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity that receives Federal financial assistance; except if the grant program authorizes or limits participation to designated populations, then the applicant will comply with the nondiscrimination requirements within the designated population.

4. Will comply with the Fair Housing Act (42 U.S.C. 3601-15), as amended, and the implementing regulations at 24 CFR part 100, which prohibit discrimination in housing on the basis of race, color, religion, sex, disability, familial status, or national origin and will not knowingly limit, for housing, except an applicant which is an Indian tribe or a tribal instrumentality which

is excluded by statute from coverage does not make this certification, and further except if the grant program authorizes or limits participation to designated populations then the applicant will comply with the nondiscrimination requirements within the designated population.

5. Will comply with all applicable Federal nondiscrimination requirements, including those listed at 24 CFR §§ 5.105(a) and 5.106 as applicable.

6. Will not use Federal funding to promote diversity, equity, and inclusion (DEI) mandates, policies, programs, or activities that violate any applicable Federal anti-discrimination laws.

7. Will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. 4601) and implementing regulations at 49 CFR part 24 and, as applicable, Section 107(d) of the Housing and Community Development Act of 1974 (42 U.S.C. 5304(g)) and implementing regulations at 24 CFR part 42, subpart A.

8. Will comply with the environmental requirements of the National Environmental Policy Act (42 U.S.C. 4321 et seq.) and related Federal authorities prior to the commitment or expenditure of funds for priority.

9. That no Federal appropriated funds have been paid, or will be paid, by or on behalf of the applicant, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding of this Federal grant or the extension, renewal, amendment or modification. If funds other than Federal appropriated funds have been paid or will be paid for influencing or attempting to influence the persons listed above, I shall complete and submit Standard Form-111, Disclosure Form to Report Lobbying, Identify that I and my representatives at all times (including sub-grants and contractors) shall only certify and disclose accordingly. Federally recognized Indian tribes and, tribally designated housing entities (TDHEs) established by Federally-recognized Indian tribes as a result of the exercise of the tribe's sovereign power are excluded from coverage by the Dye Amendment, but State-recognized Indian tribes and Tribal Governments established under State law are not excluded from the statute's coverage.

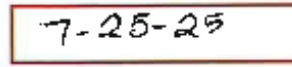
UWe, the undersigned, certify under penalty of perjury that the information provided above is true, accurate, and correct.

WARNING: Anyone who knowingly submits a false claim or makes a false statement is subject to criminal and/or civil penalties, including confinement for up to 5 years, fines, and civil and administrative penalties. (18 U.S.C. 55237, 1001, 1010, 1012, 1014; 31 U.S.C. §3729, 3802; 24 CFR §28.10 (LMI)(iii)).

*Signature:



*Date:



om 11013-124-15 (3425)

CERTIFICATIONS

In accordance with the applicable statutes and the regulations governing the consolidated plan regulations, the jurisdiction certifies that:

Affirmatively Further Fair Housing -- The jurisdiction will affirmatively further fair housing.

Uniform Relocation Act and Anti-displacement and Relocation Plan -- It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, (42 U.S.C. 4601-4655) and implementing regulations at 49 CFR Part 24. It has in effect and is following a residential anti-displacement and relocation assistance plan required under 24 CFR Part 42 in connection with any activity assisted with funding under the Community Development Block Grant or HOME programs.

Anti-Lobbying -- To the best of the jurisdiction's knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
3. It will require that the language of paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Authority of Jurisdiction -- The consolidated plan is authorized under State and local law (as applicable) and the jurisdiction possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations.

Consistency with plan -- The housing activities to be undertaken with Community Development Block Grant, HOME, Emergency Solutions Grant, and Housing Opportunities for Persons With AIDS funds are consistent with the strategic plan in the jurisdiction's consolidated plan.

Section 3 -- It will comply with section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR Part 75.


Signature of Authorized Official

7-25-23
Date

Mayor
Title

Specific Community Development Block Grant Certifications

The Entitlement Community certifies that:

Citizen Participation -- It is in full compliance and following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.105.

Community Development Plan -- Its consolidated plan identifies community development and housing needs and specifies both short-term and long-term community development objectives that have been developed in accordance with the primary objective of the CDBG program (i.e., the development of viable urban communities, by providing decent housing and expanding economic opportunities, primarily for persons of low and moderate income) and requirements of 24 CFR Parts 91 and 570.

Following a Plan -- It is following a current consolidated plan that has been approved by HUD.

Use of Funds - It has complied with the following criteria:

1. Maximum Feasible Priority. With respect to activities expected to be assisted with CDBG funds, it has developed its Action Plan so as to give maximum feasible priority to activities which benefit low- and moderate-income families or aid in the prevention or elimination of slums or blight. The Action Plan may also include CDBG-assisted activities which the grantee certifies are designed to meet other community development needs having particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available (see Optional CDBG Certification).

2. Overall Benefit. The aggregate use of CDBG funds, including Section 108 guaranteed loans, during program year(s) 2025 [a period specified by the grantee of one, two, or three specific consecutive program years], shall principally benefit persons of low and moderate income in a manner that ensures that at least 70 percent of the amount is expended for activities that benefit such persons during the designated period.

3. Special Assessments. It will not attempt to recover any capital costs of public improvements assisted with CDBG funds, including Section 108 loan guaranteed funds, by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements.

However, if CDBG funds are used to pay the proportion of a fee or assessment that relates to the capital costs of public improvements (assisted in part with CDBG funds) financed from other revenue sources, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds.

In addition, in the case of properties owned and occupied by moderate-income (not low-income) families, an assessment or charge may be made against the property for public improvements financed by a source other than CDBG funds if the jurisdiction certifies that it lacks CDBG funds to cover the assessment.

Excessive Force -- It has adopted and is enforcing:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

Compliance with Anti-discrimination laws -- The grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) and the Fair Housing Act (42 U.S.C. 3601-3619) and implementing regulations.

Lead-Based Paint -- Its activities concerning lead-based paint will comply with the requirements of 24 CFR Part 35, Subparts A, B, I, K and R.

Compliance with Laws -- It will comply with applicable laws


Signature of Authorized Official

7-25-25
Date

Mayor
Title

OPTIONAL Community Development Block Grant Certification

Submit the following certification only when one or more of the activities in the action plan are designed to meet other community development needs having particular urgency as specified in 24 CFR 570.208(c):

The grantee hereby certifies that the Annual Plan includes one or more specifically identified CDBG-assisted activities which are designed to meet other community development needs having particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community and other financial resources are not available to meet such needs.


Signature of Authorized Official

7-25-23
Date

Mayor
Title

Specific HOME Certifications

The HOME participating jurisdiction certifies that:

Tenant Based Rental Assistance -- If it plans to provide tenant-based rental assistance, the tenant-based rental assistance is an essential element of its consolidated plan.

Eligible Activities and Costs -- It is using and will use HOME funds for eligible activities and costs, as described in 24 CFR §§92.205 through 92.209 and that it is not using and will not use HOME funds for prohibited activities, as described in §92.214.

Subsidy layering -- Before committing any funds to a project, it will evaluate the project in accordance with the guidelines that it adopts for this purpose and will not invest any HOME funds in combination with other Federal assistance that is necessary to provide affordable housing.

N/A
Signature of Authorized Official

Date

Title

Emergency Solutions Grants Certifications

The Emergency Solutions Grants Program recipient certifies that:

Major rehabilitation/conversion/renovation – If an emergency shelter's rehabilitation costs exceed 75 percent of the value of the building before rehabilitation, the recipient will maintain the building as a shelter for homeless individuals and families for a minimum of 10 years after the date the building is first occupied by a homeless individual or family after the completed rehabilitation.

If the cost to convert a building into an emergency shelter exceeds 75 percent of the value of the building after conversion, the recipient will maintain the building as a shelter for homeless individuals and families for a minimum of 10 years after the date the building is first occupied by a homeless individual or family after the completed conversion.

In all other cases where ESG funds are used for renovation, the recipient will maintain the building as a shelter for homeless individuals and families for a minimum of 3 years after the date the building is first occupied by a homeless individual or family after the completed renovation.

Essential Services and Operating Costs – In the case of assistance involving shelter operations or essential services related to street outreach or emergency shelter, the recipient will provide services or shelter to homeless individuals and families for the period during which the ESG assistance is provided, without regard to a particular site or structure, so long the recipient serves the same type of persons (e.g., families with children, unaccompanied youth, disabled individuals, or victims of domestic violence) or persons in the same geographic area.

Renovation – Any renovation carried out with ESG assistance shall be sufficient to ensure that the building involved is safe and sanitary.

Supportive Services – The recipient will assist homeless individuals in obtaining permanent housing, appropriate supportive services (including medical and mental health treatment, victim services, counseling, supervision, and other services essential for achieving independent living); and other Federal, State, local, and private assistance available for these individuals.

Matching Funds – The recipient will obtain matching amounts required under 24 CFR 576.201.

Confidentiality – The recipient has established and is implementing procedures to ensure the confidentiality of records pertaining to any individual provided family violence prevention or treatment services under any project assisted under the ESG program, including protection against the release of the address or location of any family violence shelter project, except with the written authorization of the person responsible for the operation of that shelter.

Homeless Persons Involvement – To the maximum extent practicable, the recipient will involve, through employment, volunteer services, or otherwise, homeless individuals and families in constructing, renovating, maintaining, and operating facilities assisted under the ESG program, in providing services assisted under the ESG program, and in providing services for occupants of facilities assisted under the program.

Consolidated Plan – All activities the recipient undertakes with assistance under ESG are consistent with its consolidated plan.

Discharge Policy – The recipient will establish and implement, to the maximum extent practicable and where appropriate, policies and protocols for the discharge of persons from publicly funded institutions or systems of care (such as health care facilities, mental health facilities, foster care or other youth facilities, or correction programs and institutions) in order to prevent this discharge from immediately resulting in homelessness for these persons.

N/A
Signature of Authorized Official

Date

Title

Housing Opportunities for Persons With AIDS Certifications

The HOPWA grantee certifies that:

Activities -- Activities funded under the program will meet urgent needs that are not being met by available public and private sources.

Building - Any building or structure assisted under that program shall be operated for the purpose specified in the consolidated plan:

1. For a period of not less than 10 years in the case of assistance involving new construction, substantial rehabilitation, or acquisition of a facility.
2. For a period of not less than 2 years in the case of assistance involving non-substantial rehabilitation or repair of a building or structure.

N/A
Signature of Authorized Official

Date

Title

APPENDIX TO CERTIFICATIONS

INSTRUCTIONS CONCERNING LOBBYING CERTIFICATION:

Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Appendix - Alternate/Local Data Sources

1	Data Source Name Ashland Housing Authority
	List the name of the organization or individual who originated the data set. Ashland Housing Authority provided information concerning the units: type of unit, ADA accessibility, waiting list for units, needs of public housing residents. See applicable section.
	Provide a brief summary of the data set. Ashland Housing Authority provides two types of public housing. Scope Towers is considered a high rise apartment complex with smaller size units. This is feasible for many elderly and disabled. Scope Towers is located on a Ashland Bus route leading to the epicenter of Ashland within a few minutes. Minimal parking is available. DeBord Terrace is a townhouse design which accommodates families of different sizes. A playground and basketball court is located on the property. At least one parking space is available per unit. Ashland Bus System runs from DeBord Terrace to amenities but travel is 20-30 minutes to get to epicenter.
	What was the purpose for developing this data set? Federal data is required for public housing.
	How comprehensive is the coverage of this administrative data? Is data collection concentrated in one geographic area or among a certain population? Certain population located at Scope Towers and DeBord Terrace Apartments.
	What time period (provide the year, and optionally month, or month and day) is covered by this data set? Information of Spring 2020.
	What is the status of the data set (complete, in progress, or planned)? Complete.

AGENDA ITEM: _____
DATE: _____

**CITY OF ASHLAND
REQUEST FOR COMMISSION ACTION (RCA)**

Date Submitted: 10/29/25	Date Requested: 11/13/25
Type of Action Requested	Subject
☐ Resolution ☒ Ordinance ☐ Formal Action/Motion ☐ Public Hearing ☐ Other CONSENT AGENDA	Text Amendment

RECOMMENDATION:

The Ashland Planning Commission recommends a Text Amendment to the Ashland Zoning Ordinance to incorporate definitions and land use regulations related to fortunetelling services.

DISCUSSION:

A public hearing was held on October 21, 2025 by the Ashland Planning Commission to receive public comment, discuss, and consider recommendations to the Board of City Commissioners pertaining to the regulation of fortunetelling services. Although there was no one in attendance to provide public input, the Commission discussed the topic and voted to recommend that the Zoning Ordinance be amended to regulate this land use activity similarly to the existing Adult Use category as shown in the attached proposed amendment.

FISCAL IMPACT:

None

Reviewed by
Finance Director: _____

Reviewed by
Legal: _____

Prepared by:

Recommended by:

Approved by:



Katherine Utsinger



Chris Pullem

City Manager

ORDINANCE NO. _____, 2025

AN ORDINANCE OF THE CITY OF ASHLAND, KENTUCKY,
AMENDING ORDINANCE NO. 101, SERIES OF 1986, AS
PREVIOUSLY AMENDED, BY AMENDING ARTICLE XVI.
DEFINITIONS TO INCORPORATE THE DEFINITION AND
LAND USE REGULATIONS RELATED TO
FORTUNETELLING SERVICES AND AMENDING THE
TABLE OF PERMITTED AND CONDITIONAL USES.

* * * * *

BE IT ORDAINED BY THE CITY OF ASHLAND, KENTUCKY:

SECTION 1. That Ordinance No. 101, Series of 1986, as previously amended, commonly known and referred to as the Zoning Ordinance, is hereby amended by amending Article XVI. Definitions to incorporate definitions and land use regulations related to fortunetelling services and amending the Table of Permitted and Conditional Uses. A true copy of said amended Article XVI. Definitions and the amended Table of Permitted and Conditional Uses is attached hereto and made a part hereof by reference as if set out in full.

SECTION 2. All ordinances and parts of ordinances in conflict herewith, to the extent of such conflict only, are hereby repealed.

SECTION 3. This ordinance shall be in full force and effect from and after its adoption, readoption and publication, as required by law.

SECTION 4. It is hereby authorized that publication of this ordinance be in summary form.

MAYOR

ATTEST:

CITY CLERK

ADOPTED BY THE BOARD OF COMMISSIONERS: _____
READOPTED BY THE BOARD OF COMMISSIONERS: _____
PUBLISHED: _____

REQUESTED/SPONSORED BY: CHRIS PULLEM, DIRECTOR
COMMUNITY & ECONOMIC DEVELOPMENT

/ORDINANCE/Zoning Ordinance Amendment

- c. The applicant shall provide a report, completely describing the types of materials stored.

n. Fortunetelling

1. *Permitted Districts: Fortunetelling services may be permitted as a conditional use in the B-2 zoning district and as a permitted use in the B-3 zoning district subject to these same standards.*
2. *Dimensional Requirements: Fortunetelling services shall comply with dimensional requirements of the district in which the use is located.*
3. *Parking and Loading: Off-street parking and loading requirements shall comply with Articles V and VI, respectively.*
4. *Landscaping and Buffers: Landscaping and buffers shall be provided as required in Article IV.*
5. *Other Standards:*
 - a. *No fortunetelling service may operate within three hundred (300) feet of any residential zone.*
 - b. *No fortunetelling service may operate within three hundred (300) feet of any public, private, or parochial school, library, park, playground, church, or other places where minors tend to congregate.*
 - c. *No fortunetelling service may operate within a three hundred (300) foot radius of two (2) other such uses.*
 - d. *Advertisements, displays, or other promotional materials shall not be shown or exhibited so as to be visible to the public from public right-of-ways or from public/semi-public pedestrian walkways. Such displays shall be considered as signs. Permitted signs shall be limited to those whose copy includes only the name of the business, place, organization, building, or person it identifies; and the size and location of such signs are controlled by Ordinance 21, 2012.*

o. Group Care Home

1. *Permitted Districts: Group homes with more than four (4) residents may be permitted as a conditional use in all residential zoning districts, the B-3 Downtown/Business, and the P-H Public Hospital zoning districts.*
2. *Dimensional Requirements: A group home shall comply with the lot, yard, and height requirements of the district in which such facility is located. Additional yard requirements may be set by the Board to protect the group home residents and to preserve the neighborhood character of the surrounding area.*

PERMITTED USES	ZONING DISTRICTS										
	R-E	R-12	R-6	R-5	R-4	B-1	B-2	B-3	I-1	I-2	P-H
Flammable or hazardous chemicals, bulk storage above ground							C-78		C-78	C-78	
Flammable or hazardous chemicals, bulk storage below ground							C-79		C-79	C-79	
Florist, including greenhouse						P	P	P	P		
<i>Fortunetelling</i>							C-80	P-80			
Freight terminal, rail or truck									P	P	
Funeral home, mortuary						P	P	P			P
Furniture & home furnishings manufacture & repair							P		P	P	
Furniture & home furnishings retail sales & repair						P	P	P			
Game room, amusement center						C-79	C-79	P			
Glassware, ceramics manufacture									P	P	
Golf course, regulations, par-three, miniature							P				
Group care home		C-80	C-80	C-80	C-80			C-80			C-80
Hardware & garden supplies manufacture									P	P	
Hardware & garden supplies, retail sales & service						P	P	P	P		
Health Clubs						P	P	P			
Home Occupation	P	P	P	P	P	P	P	P	P		P
Hospitality House											P
Hospital, sanatorium											P
Household appliances & furnishings manufacture									P	P	
Hotel, motel							P	P			P
Ice manufacturing plant							P		P	P	
Indoor Gun Range							C-81		C-81	C-81	
Industrial equipment, sales and service							P	P	P	P	
Industrial equipment, manufacture									P	P	
Industrial operation, not otherwise listed herein									C-82	C-82	
Janitorial services							P	P	P		
Laboratory, research & development, commercial & industrial									P	P	
Laboratory, medical & dental							P	P	P		P

C- # Indicates Conditional Use

sponsorship of a religious or charitable organization or a private school when not conducted as a commercial enterprise for the profit of individual owners or stockholders. This definition shall not be deemed to include trade or business schools nor a home-based educational program that is operated from a residential dwelling.

Expenditures. A sum of money paid out in return for some benefit or to fulfill some obligation. Whenever the term is used it includes binding, contractual commitments to make future expenditures, as well as any other substantial changes in position.

Family. One or more persons living together as a single housekeeping unit. For the purposes of this ordinance such persons may include gratuitous guests and domestic servants employed on the same premises. Four (4) or fewer unrelated adults are considered a family.

Family Care Home. A facility which provides resident care for four (4) or fewer individuals of whom one or more are unrelated, who for various reasons cannot reside with their families or independently. Service and supervision are provided according to the individual needs. Family care homes are considered single family dwellings, and are regulated as such.

Finding. A determination or conclusion based on the evidence presented and prepared by a hearings body in support of its decision.

Flood Hazard Area. Land areas identified by the Federal Insurance Administration as having a one percent (1%) chance of flooding in any given year.

Fortunetelling. *Means predicting the future or reading the past, using psychic power, clairvoyance, phrenology, consulting with spirits, reading tea leaves, tarot cards or any other object or device, crystal gazing, palm reading, mind reading, telepathy, astrology, necromancy or any other type of purported occult or supernatural powers.*

Game Room. The commercial use of electronic/mechanical games, bingo/card tables, and the like where three (3) or more such games or tables are located on a premises. A lesser number at a commercial establishment shall be considered accessory to a permitted commercial use.

Garage, Commercial and Public. A structure or land area where the principal use is for the storage of vehicles for compensation.

Garage, Private. A building or space used as an accessory to or a part of the main building permitted in any district that provides storage space for motor vehicles and in which no business, occupation or service for profit is in any way conducted, unless specifically allowed by this Ordinance.

Gross Floor Area. The total habitable or occupied floor area enclosed within a building.

Group Care Home. A facility which provides resident care for four (4) or more, but less than twenty-one (21) children, adolescents, or adults who, for various reasons cannot reside with their families or independently. Adult supervised care is provided, as well as a program of service in a home setting. This category is limited to uses licensed or supervised by a federal, state, or county

AGENDA ITEM: _____
DATE: _____

**CITY OF ASHLAND
REQUEST FOR COMMISSION ACTION (RCA)**

Date Submitted: 10/29/25	Date Requested: 11/13/25
Type of Action Requested	Subject
☐ Resolution ☒ Ordinance ☐ Formal Action/Motion ☐ Public Hearing ☐ Other CONSENT AGENDA	Text Amendment

RECOMMENDATION:

The Ashland Planning Commission recommends that §130.02 Fortunetelling Prohibited be repealed and replaced with a new code, §119.70 to set forth the definition of and prohibited activities for fortunetelling services.

DISCUSSION:

A public hearing was held on October 21, 2025 by the Ashland Planning Commission to receive public comment, discuss, and consider recommendations to the Board of City Commissioners pertaining to the regulation of fortunetelling services. Although there was no one in attendance to provide public input, the Commission discussed the topic and voted to recommend that fortunetelling services be restricted to those over the age of 18.

FISCAL IMPACT:

None

Reviewed by
Finance Director: _____

Reviewed by
Legal: _____

Prepared by:

Recommended by:

Approved by:



Katherine Utsinger



Chris Pullem

City Manager

Repeal §130.02 under Title XIII: General Offenses and create the following under Title XI:
Business Regulations (Other Businesses)

FORTUNETELLING

§119.70 DEFINITIONS

For the purpose of this subchapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

FORTUNETELLING. Means predicting the future or reading the past, using psychic power, clairvoyance, phrenology, consulting with spirits, reading tea leaves, tarot cards or any other object or device, crystal gazing, palm reading, mind reading, telepathy, astrology, necromancy or any other type of purported occult or supernatural powers.

§119.71 PROHIBITIONS

- (A) No person shall engage in or practice in any manner, within the corporate limits of the city, fortunetelling as defined herein except in conformance with the zoning regulations of the city.
- (B) No fortunetelling services shall be conducted on any person under the age of 18.

AGENDA ITEM: _____
DATE: _____

**CITY OF ASHLAND
REQUEST FOR COMMISSION ACTION (RCA)**

Date Submitted: 11/13/25	Date Requested: 11/20/25
Type of Action Requested	Subject
☐ Resolution ☒ Ordinance ☐ Formal Action/Motion ☐ Public Hearing ☐ Other CONSENT AGENDA	AMEND ORDINANCE CREATING A MUNICIPAL PLANNING COMMISSION

RECOMMENDATION:

The Ashland Planning Commission recommends amending the ordinance that created the Planning Commission to set the number of members to seven.

DISCUSSION:

The Ashland Planning Commission held a meeting on October 21, 2025. At this meeting, the members of the commission voted to reduce the number of members from nine to seven. The Planning Commission was created by Ordinance in 1967 and at that time the membership was set at seven citizen members and two ex-officio City staff members. In 1968 it was amended to be nine citizen members. Over the years it has been difficult to find citizen members willing to serve on the commission, and when there has been a full commission it has been difficult to ensure a quorum. KRS 100.133 states that the commission shall consist of at least five, but not more than twenty members. The current members of the commission feel that seven is sufficient to ensure the commission can appropriately function.

FISCAL IMPACT:

None

**Reviewed by
Finance Director:** _____

**Reviewed by
Legal:** _____

Prepared by:

Recommended by:

Approved by:



Katherine Utsinger



Chris Pullem

City Manager

ORDINANCE NO. _____, 2025

AN ORDINANCE OF THE CITY OF ASHLAND, KENTUCKY, AMENDING SECTION 3 OF ORDINANCE NO. 1, SERIES OF 1967, PREVIOUSLY AMENDED BY ORDINANCE NO. 21, SERIES OF 1968, WHICH CREATED A MUNICIPAL PLANNING COMMISSION BY DECREASING THE NUMBER OF PLANNING COMMISSION MEMBERS FROM NINE TO SEVEN.

* * * * *

BE IT ORDAINED BY THE CITY OF ASHLAND, KENTUCKY:

SECTION 1. That Section 3 of Ordinance No. 1, Series of 1967, as previously amended by Ordinance No. 21, Series of 1968, being an ordinance entitled, "AN ORDINANCE OF THE BOARD OF COMMISSIONERS OF THE CITY OF ASHLAND, KENTUCKY, PROVIDING FOR AND CREATING A MUNICIPAL PLANNING COMMISSION FOR SAID CITY AND REPEALING ALL ORDINANCES IN CONFLICT HEREWITH," be and the same is hereby amended, such amendments shown by a single broken line through all deleted language and by underscoring all newly inserted language.

SECTION 3. MEMBERSHIP. The Ashland Planning Commission shall consist of ~~nine~~ seven members. The Mayor of the City of Ashland, Kentucky, by and with the approval of the Board of Commissioners, shall appoint the members of the Planning Commission. All members of the Planning Commission shall serve without compensation but reimbursement of expenses shall be authorized. The term of office of the members of the Planning Commission shall be four years except that the original terms shall be staggered so that the proportionate number shall serve one, two, three and four years, respectively. Reappointments or appointments to fill vacancies shall continue a staggered pattern. All vacancies, whether by resignation, dismissal or expiration of the term of office, shall be filled within sixty days by the appointing authority or as may otherwise be provided for in Chapter 100.147 of the Kentucky Revised Statutes.

The constitutional oath of office shall be administered to all members of the Commission before entering upon their duties. The oath shall be administered as provided by law.

A member may be removed by the appointing authority for inefficiency, neglect of duty, malfeasance or conflict of interest. The removed member shall have the right of ~~an~~ appeal in the manner prescribed by Section 100.157 of the Kentucky Revised Statutes.

SECTION 2. All ordinances of the City of Ashland and any parts of ordinances in conflict herewith, to the extent of such conflict only, are hereby repealed.

SECTION 3. This ordinance shall be in full force and effect from and after its adoption, readoption and publication, as required by law.

SECTION 4. It is hereby authorized that publication of this ordinance be in summary form.

MAYOR

ATTEST:

CITY CLERK

ADOPTED BY THE BOARD OF COMMISSIONERS: _____
READOPTED BY THE BOARD OF COMMISSIONERS: _____
PUBLISHED: _____

REQUESTED/SPONSORED BY: CHRIS PULLEM, DIRECTOR
COMMUNITY & ECONOMIC DEVELOPMENT
\\ORDINANCE\\Ashland Planning Commission Amendment

60 21, 1968

ORDINANCE NO. 1, 1967

AN ORDINANCE OF THE BOARD OF COMMISSIONERS OF THE CITY OF ASHLAND, KENTUCKY, PROVIDING FOR AND CREATING A MUNICIPAL PLANNING COMMISSION FOR SAID CITY AND REPEALING ALL ORDINANCES IN CONFLICT HEREWITH.

Copy - Repealed

WHEREAS, the City of Ashland, on September 15, 1966, submitted letters to the Fiscal Court of Boyd County, Kentucky and to the City Council of the City of Catlettsburg, Boyd County, Kentucky, inquiring if said county and city would desire to form a joint city-county planning commission, as required by Section 100.117, subsections (1) and (2), Kentucky Revised Statutes (House Bill No. 390 of the General Assembly of the Commonwealth of Kentucky for the 1966 session, effective June 16, 1966) and,

WHEREAS, sixty days has long since passed since the transmission and delivery of said letters, sixty days being the time fixed and required for a report by the terms of the above cited section of Kentucky Revised Statutes, and neither the Fiscal Court of Boyd County, Kentucky nor the City Council of the City of Catlettsburg, Boyd County, Kentucky has replied thereto, it is now assumed by the City of Ashland that neither Boyd County nor the City of Catlettsburg desires to participate in planning for the future of the area and that, therefore, the City of Ashland is authorized by law to undertake said task of planning as an independent unit,

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE CITY OF ASHLAND, KENTUCKY:

SECTION 1. PURPOSE. That the said City of Ashland, Boyd County, Kentucky, being a city of the second class under the constitution and laws of the Commonwealth of Kentucky, in order to accomplish the maximum economic physical and social welfare and a coordinated and harmonious development of land, buildings and transportation facilities, does hereby establish

and create the Ashland Planning Commission, as authorized by Chapter 100, Kentucky Revised Statutes and said Ashland Planning Commission shall be organized and empowered as hereinafter set forth.

SECTION 2. GENERAL. This commission shall be known as the Ashland Planning Commission. Upon the appointment and subsequent approval of members, election of officers and adoption of its by-laws, its official existence shall begin subject to the provisions of Chapter 100, Kentucky Revised Statutes. The Commission may engage in planning operations within its jurisdiction which shall be co-terminous with its political boundary except where otherwise provided for by Section 100.131 Kentucky Revised Statutes.

SECTION 3. MEMBERSHIP. The Ashland Planning Commission shall consist of nine members. The Mayor of the City of Ashland, Kentucky, by and with the approval of the Board of Commissioners, shall appoint seven members to be known as citizen members. Two members shall be known as ex-officio members because of their official connection with the city government of said city. Said ex-officio members shall consist of the City Manager and the City Engineer. Ex-officio members of the Commission shall serve without compensation but reimbursement of expenses shall be authorized. Citizen members shall serve without compensation but reimbursement of expenses shall be authorized. The term of office of ex-officio members shall correspond to their respective official tenures. The term of office of citizen members shall be four years, except that the original terms shall be staggered so that a proportionate number shall serve one, two, three and four years, respectively. Reappointments or appointments to fill vacancies shall continue a staggered pattern. All vacancies, whether by resignation, dismissal or expiration of the term of office, shall be filled within sixty days by the appointing authority or as may be

(C) 1977 Planning & Zoning Commission

otherwise provided for in Chapter 100.147, Kentucky Revised Statutes.

The constitutional oath of office shall be administered to all members of the Commission before entering upon their duties. The oath shall be administered as provided by law. A citizen member may be removed by the appointing authority for inefficiency, neglect of duty, malfeasance or conflict of interest. The removed member shall have the right of an appeal in the manner prescribed by Section 100.157, Kentucky Revised Statutes.

SECTION 4. OFFICERS AND STAFF. The commission shall elect a chairman and any other officers which it shall deem necessary from among its citizen members. The term of office shall be one year with eligibility for reappointment. The Commission may employ a staff as it may deem necessary for its work and may contract with professional planners and other parties for such services as it may require.

SECTION 5. MEETINGS. The Commission shall conduct at least one regular meeting each month for the transaction of its business. The by-laws adopted by the Commission shall reflect the schedule of regular meetings, the manner in which notice shall be given, date, time and place and the subject or subjects to be discussed at special meetings, as well as the method of calling special meetings. A simple majority of the total membership shall constitute a quorum for the transaction of business. After a quorum has been established, a simple majority of that quorum may transact any official business, except in those instances where there is to be an adoption or amendment of the Commission's by-laws or elements of the comprehensive plan or regulations, in which case a vote of a simple majority of the total membership shall be required to constitute a quorum.

SECTION 6. BY-LAWS. The Commission shall adopt and approve its by-laws before it may properly transact any other business. The by-laws shall set forth the procedures, rules and regulations necessary for the Commission to conduct its business. The by-laws shall describe the method for administration of funds and provide for an annual audit thereof.

SECTION 7. SEVERABILITY CLAUSE. Should any section or provision of this ordinance be declared by any court of competent jurisdiction to be unconstitutional or invalid, such decision shall not affect the validity of the ordinance as a whole or any part thereof other than the part so declared to be unconstitutional or invalid.

SECTION 8. REPEAL OF PREVIOUS ORDINANCES. All previous ordinances or parts of ordinances of the City of Ashland, Kentucky, purporting to create a Planning or Zoning Commission are hereby repealed and all ordinances or parts of ordinances in conflict with this ordinance or inconsistent with the provisions of this ordinance are hereby repealed to the extent of such conflict.

SECTION 9. EFFECTIVE DATE. This ordinance shall be in full force and effect from and after its passage, approval and publication, as required by law.

LTB, Mayor

ATTEST:

Arthur T. Byrnes, City Clerk

ADOPTED BY THE BOARD OF COMMISSIONERS

READOPTED BY THE BOARD OF COMMISSIONERS

PUBLISHED

January 9, 1967
January 9, 1967
January 11, 1967

ORDINANCE NO. 21, 1968

AN ORDINANCE OF THE BOARD OF COMMISSIONERS OF THE CITY OF ASHLAND, KENTUCKY, AMENDING SECTION 3 OF ORDINANCE NO. 1, SERIES OF 1967, BEING AN ORDINANCE ENTITLED, "AN ORDINANCE OF THE BOARD OF COMMISSIONERS OF THE CITY OF ASHLAND, KENTUCKY, PROVIDING FOR AND CREATING A MUNICIPAL PLANNING COMMISSION FOR SAID CITY AND REPEALING ALL ORDINANCES IN CONFLICT HEREWITH."

BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE CITY OF ASHLAND, KENTUCKY:

SECTION 1. That Section 3 of Ordinance No. 1, series of 1967, being an ordinance entitled, "AN ORDINANCE OF THE BOARD OF COMMISSIONERS OF THE CITY OF ASHLAND, KENTUCKY, PROVIDING FOR AND CREATING A MUNICIPAL PLANNING COMMISSION FOR SAID CITY AND REPEALING ALL ORDINANCES IN CONFLICT HEREWITH", be, and the same is hereby amended so as to read when so amended, as follows:

SECTION 3. MEMBERSHIP. The Ashland Planning Commission shall consist of nine members. The Mayor of the City of Ashland, Kentucky, by and with the approval of the Board of Commissioners, shall appoint the members of the Planning Commission. All members of the Planning Commission shall serve without compensation but reimbursement of expenses shall be authorized. The term of office of the members of the Commission shall be four years except that the original terms shall be staggered so that the proportionate number shall serve one, two, three and four years, respectively. Reappointments or appointments to fill vacancies shall continue a staggered pattern. All vacancies, whether by resignation, dismissal or expiration of the term of office, shall be filled within sixty days by the appointing authority or as may otherwise be provided for in Chapter 100.147 of Kentucky Revised Statutes.

The constitutional oath of office shall be administered to all members of the Commission before entering upon their duties. The oath shall be administered as provided by law.

A member may be removed by the appointing authority for inefficiency, neglect of duty, malfeasance or conflict of interest. The removed member shall have the right of an appeal

in the manner prescribed by Section 100.157 of
the Kentucky Revised Statutes.

SECTION 2. This ordinance shall be in full force and
effect from and after its passage, approval and publication, as
required by law.

/s/ C. H. Gartrell , Mayor

ATTEST:

/s/ Robert W. Johnson , City Clerk

ADOPTED BY THE BOARD OF COMMISSIONERS May 27, 1968

READOPTED BY THE BOARD OF COMMISSIONERS May 27, 1968

PUBLISHED May 31, 1968

ORDINANCE NO. _____, 2025

AN ORDINANCE OF THE CITY OF ASHLAND, KENTUCKY,
AUTHORIZING AND DIRECTING CHUCK D. CHARLES,
MAYOR, TO EXECUTE AN AGREEMENT BETWEEN THE
CITY OF ASHLAND, KENTUCKY AND AP3, LLC
REGARDING OPERATING CONTROL OF THE
PARAMOUNT ARTS CENTER FOR A PERIOD OF FIVE
YEARS BEGINNING JANUARY 1, 2026 IN THE AMOUNT OF
\$10,000 PER MONTH.

* * * * *

BE IT ORDAINED BY THE CITY OF ASHLAND, KENTUCKY:

SECTION 1. That Chuck D. Charles, Mayor, be and he is hereby
authorized and directed to execute an agreement between the City of Ashland, Kentucky
and AP3, LLC regarding operating control of the Paramount Arts Center for a period of
five (5) years beginning January 1, 2026 in the amount of \$10,000 per month. A copy of
said agreement is attached hereto and made a part hereof by reference.

SECTION 2. All ordinances and parts of ordinances in conflict herewith,
to the extent of such conflict only, are hereby repealed.

SECTION 3. This ordinance shall be in full force and effect from and
after its adoption, readoption and publication, as required by law.

SECTION 4. It is hereby authorized that publication of this ordinance be
in summary form.

MAYOR

ATTEST:

CITY CLERK

ADOPTED BY THE BOARD OF COMMISSIONERS: _____
READOPTED BY THE BOARD OF COMMISSIONERS: _____
PUBLISHED: _____

REQUESTED/SPONSORED BY: ANDREW WHEELER
CORPORATION COUNSEL

\\ORDINANCE\Agreement.AP3.Paramount Arts Center Operations

MANAGEMENT AGREEMENT

This MANAGEMENT AGREEMENT ("Agreement"), made and entered into as of January 1, 2026, by and between AP3, LLC, with offices at 1300 Smyrna Lane, Lexington, KY 40513, a Kentucky limited liability company hereinafter referred to as "**AP3**," and the City of Ashland, with offices at _____ hereinafter referred to as "**CITY**."

WHEREAS, **CITY** is the owner of a place of public gathering known as the Paramount Arts Center, located at 1300 Winchester Ave, Ashland KY 41101; and

WHEREAS, **AP3** is the developer of the **CITY**'s new 50,000 square foot conference center located adjacent to the Paramount Performing Arts Center on Winchester Avenue at 14th Street, Ashland KY, to be completed around November 2027; and

WHEREAS, **AP3** is the developer duly contracted with the City of Ashland, KY to assume operating control of the Paramount Arts Center, and to develop and build an adjacent conference center, collectively hereafter referred to as "**FACILITY**;" and

WHEREAS, **AP3** is in the business of providing management and operation and marketing services to similar facilities; and

NOW, THEREFORE, in consideration of the mutual promises contained herein and other considerations the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. RETENTION OF SUBCONTRACTOR

1.1 The parties acknowledge and agree that AP3 intends to subcontract with VenuWorks ("Subcontractor" or "VenuWorks") in carrying out its obligations under this Agreement.

VenuWorks shall be deemed an approved subcontractor for purposes of this Agreement.

1.2 AP3 shall remain fully responsible to the City for all services performed by Subcontractor.

1.3 If at any time the City or AP3 does not consider that the work performed by Venuworks

meets or exceeds expectations, then AP3 shall replace Venuworks with another subcontractor to be mutually agreed upon by the parties.

2. COMMENCEMENT DATE AND TERM

2.1 This Agreement shall be for a term of five (5) years, commencing on January 1, 2026 (the "Commencement Date") and expiring on December 31, 2030, with two optional three-year extension periods, unless terminated earlier as set forth herein.

3. COMPENSATION

3.1 The City will pay AP3 \$10,000.00 per month for the period beginning _____, 2025 through the term of this Agreement, unless earlier terminated as set forth herein. The compensation will be billed to the City by AP3 on a monthly basis, with payment due within thirty (30) days of receipt of billing.

4. INSURANCE. AP3 shall, at its own expense, maintain and keep in force during the term of this Agreement the following insurance coverage:

4.1 Commercial General Liability Insurance with limits not less than \$1,000,000.00 per occurrence.

4.2 Professional Liability (Errors & Omissions) Insurance with limits of not less than \$1,000,000.00 per claim

4.3 Workers' Compensation Insurance as required by Kentucky law.

4.4 AP3 shall provide certificates of insurance to the City upon execution of this Agreement and upon renewal thereafter. The City shall be named as an additional insured on the Commercial General Liability policy. Any subcontractors, including VenuWorks, shall be required to maintain adequate insurance consistent with the above.

4.5 The City shall maintain property insurance on the Facility.

4.6 The certificates of insurance shall state that the insurance company will provide thirty (30) days' written notice prior to cancellation or non-renewal.

5. GOVERNING LAW AND JURISDICTION.

5.1 This Agreement shall be construed according to the laws of the Commonwealth of

Kentucky.

- 6. NOTICES.** Any notice required herein shall be in writing and shall be deemed effective and received (a) upon personal delivery; (b) five (5) days after deposit in the United States mail, certified mail, return receipt requested, postage prepaid; or (c) one (1) business day after deposit with a national overnight air courier, fees prepaid, to each party at the following addresses:

If to **AP3**: Mr. Jake Shirmer, CEO
1300 Smyrna Lane
Lexington, KY 40513

With a copy to: Jackson Kelly PLLC
Attn: Jay Ingle and Ella Dunbar
100 W. Main St. Suite 700
Lexington, KY 40507

If to **CITY**: Andrew K. Wheeler
1700 Greenup Ave.
Ashland, KY 41101

Either party may designate an additional or another representative or address for notice upon giving notice to the other party pursuant to this paragraph. For the purposes of this Agreement, "business day" shall mean a day which is not a Saturday, a Sunday or a legal holiday of the United States of America.

- 7. NON-WAIVER.** The failure of either party at any time to enforce a provision of this Agreement shall in no way constitute a waiver of the provision, nor in any way affect the validity of this Agreement or any part hereof, or the right of such party thereafter to enforce each and every provision hereof.

- 8. AMENDMENT.** The parties may amend this Agreement only by written agreement executed by the parties.

- 9. SEVERABILITY.** Any provision of this Agreement decreed invalid by a court of competent

jurisdiction shall not invalidate the remaining provisions of this Agreement.

10. FORCE MAJEURE. Neither party shall be obligated to perform hereunder, and neither shall be deemed to be in default, if performance is prevented by fire, earthquake, flood, act of God, pandemic, riot, pandemic, civil commotion or other matter or condition of like nature, including the unavailability of sufficient fuel or energy to operate the Facility, or any law, ordinance, rule, regulation or order of any public or military authority stemming from the existence of economic controls, riot, hostilities, war or governmental law and regulations.

11. SERVICES. AP3 shall cause Venuworks, or such other subcontractor as may be substituted pursuant to Section 1.3, to perform the services attached hereto as Exhibit A.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

For AP3:

Name: _____
Title: _____
Date: _____

For the City:

Name: _____
Title: _____
Date: _____

EXHIBIT A

Beginning on the Commencement Date, and continuing through the term of the Agreement, Subcontractor shall assume management responsibilities as set forth below:

1. Facility Management.

- a. Licenses and Permits. Subcontractor shall obtain and maintain all licenses and permits necessary for management and operation of the Facility, subject to the local procedures for the granting of such licenses and permits.
- b. Facility Rental. Subcontractor shall develop and maintain all schedules for events held at the Facility and shall attract and book events that have a broad appeal to all segments of population of the City and surrounding areas. Subcontractor shall create and maintain an event calendar in accordance with the wishes of AP3. Subcontractor shall use an event rental agreement acceptable in form to AP3. Subcontractor shall negotiate and execute event agreements subject to commercially reasonable standards and AP3's reasonable approval.
- c. Ticket Sales. Subcontractor shall direct all aspects of ticket sales for events and activities including computerized tickets and providing state-of-the-art equipment and software to the Facility at no cost to the Subcontractor. Ticket sales services shall include ordering, selling, and accounting for tickets, processing cash, check, and credit card payments, providing a complete auditing and accounting for each event, including income and expenses, within ten days after each event is held. The amounts charged by the ticketing contractor for service charges, and the Facility's participation in revenues from these service charges, will be consistent with regional industry standards.
- d. Food & Beverage / Concessions. Subcontractor shall be responsible for providing the Food and Beverage Services at the Facility, defined as including the purchasing, cooking, and serving of concessions food and drink items during events. Subcontractor shall be responsible for compliance with all applicable laws with regard to operation of Food and Beverage Services, and accordingly, shall be responsible for providing such services in a manner that prioritizes public health, safety, and access. Subcontractor shall be responsible for determining the items of

food and beverage to be offered, the prices to be charged for such items, and the concessionaires to provide such service in accordance with industry standards.

- e. Use of Facility Equipment. Subcontractor will use equipment at the Facility in performance of its obligations hereunder. Prior to opening the Facility, AP3 and Subcontractor will conduct an inventory of Facility equipment to be used by Subcontractor during this Agreement.
 - f. Parking. Subject to existing reserved parking rights, Subcontractor shall be responsible for operating any parking areas assigned to Facility for the term of this Agreement and depositing any revenue generated therefrom into the Operating Account as defined herein Subcontractor will honor existing agreements and use rights to the parking areas.
2. Marketing and Promotion. Subcontractor shall direct all marketing activities which shall be undertaken to maximize the use of the Facility by all persons, so as to provide maximum Revenue as defined herein for the Facility. Subcontractor shall be responsible for ensuring that appropriate programs are booked into the Facility and that suitable media coverage is obtained and shall coordinate such efforts with AP3 and the City, as appropriate.
 - a. Naming Rights. Subcontractor shall comply with the terms of any existing naming rights agreement and shall assist in negotiating a new naming rights agreement or extension of the existing agreement upon its expiration.
 3. Operational Services.
 - a. Subcontractor shall direct all services required to stage (set up and tear down) the Facility for each event, including but not limited to, services involving the stage area, sound system, lighting system, stage rigging, dressing area, stage equipment, loading in and loading out. Subcontractor shall hire and manage all management staff, ticket sales personnel, ushers, and other personnel required for the operation of the Facility, including but not limited to, ticket taking, novelty sales, program distributions, and assistance to patrons generally, including the handicapped.
 - b. Security. Subcontractor shall arrange for proper security for events at the Facility and for general security when events are not in progress. Such security may be provided by Subcontractor or by a third-party contractor, at its discretion. Subcontractor shall review and coordinate exterior crowd management and traffic control with

appropriate local authorities.

4. Employment and Staffing.

- a. Employees. All persons engaged at the Facility in performing any of the services hereunder shall be the sole and exclusive employees of Subcontractor and shall be paid by Subcontractor, except for those individuals employed or utilized by sub-subcontractors of Subcontractor, as provided for in this Agreement, but in no event shall be deemed an employee of AP3 or the City. Incumbent employees working at the Facility shall be offered the opportunity to continue in their positions as Subcontractor employees for a ninety (90) day evaluation period. At the end of the evaluation period, employees who have performed satisfactorily will be offered continued employment in the Facility by Subcontractor. In connection with the employment of its employees, Subcontractor shall pay all applicable social security, reemployment insurance, worker's compensation or other employment taxes or contributions to insurance plans, and retirement benefits, and shall comply with all federal and state laws and regulations relating to employment generally, minimum wages, social security, reemployment insurance and worker's compensation, and shall defend, indemnify and save AP3 and the City harmless from any responsibility therefore. Subcontractor shall comply with all applicable laws, ordinances, and regulations including, without limitation, those pertaining to human rights and non-discrimination.
- b. Staffing. Subcontractor shall be responsible for supervision and direction of all personnel staffing at the Facility. All Facility staff will be employed by Subcontractor. All expenses associated with the employment of staff will be considered Operating Expenses of the Facility. Pre-employment and relocation expenses must be pre-approved by Subcontractor. Subcontractor has the right to participate in the recruitment, interviewing, and hiring of the Executive Director of the Facility, including the creation of a recruiting task force to work with Subcontractor in the hiring process.

5. Facility Maintenance. Subcontractor will be responsible for the performance of all Facility maintenance work. Subcontractor will perform ordinary maintenance and repairs, which do not increase the value or extend the life of an asset at the Facility.

- a. Custodial and Cleaning Services. Subcontractor shall provide or cause to be provided all routine cleaning and janitorial services at the Facility.
 - b. Pest Control. Subcontractor shall direct all necessary pest control services, whether performed by Subcontractor or a pest control service engaged by Subcontractor.
 - c. Snow Removal. Subcontractor shall direct all snow removal services on the pathways and sidewalks adjacent to the Facility.
 - d. Trash Removal. Subcontractor shall direct removal of all trash from the Facility and agrees that it shall not permit any employee, concessionaire or caterer to place refuse outside the buildings at the Facility, except in designated trash containers, the provision and location of which shall be approved by AP3 and the City.
6. Facility Finances.
- a. Subcontractor shall be responsible for the collection of all Revenues, as defined below, and payment of Operating Expenses, as defined in Exhibit B, including payment and remittance of applicable sales taxes.
 - b. Accounts. Subcontractor, in cooperation with AP3 and the City, shall establish two separate commercial bank accounts, the “Operating Account” and the “Box Office Account.”
 - i. These accounts shall be in the name of the Subcontractor and utilize Subcontractor’s federal identification number.
 - ii. Signatories shall include those individuals deemed appropriate by the Subcontractor and AP3.
 - iii. Interest accrued in these accounts shall be revenue to the Facility and belong to the City.
 - c. Revenue.
 - i. Revenue is defined as the total amount received by Subcontractor or any other person or entity operating on Subcontractor’s behalf from third parties, directly or indirectly arising out of or connected with and on behalf of the Facility, including, without limitation, transactions for cash, credit, and credit card sales, less applicable sales taxes.
 - ii. Subcontractor is authorized to make disbursements from the Box Office Account to promoters or performers in any amount due to the performer or

promoter per contracts with them, and to pay budgeted Operating Expenses from the Operating Account.

- iii. Revenues from the sale of tickets to events at the Facility shall be deposited by Subcontractor in the Box Office Account. After deduction of all event-related expenses from such ticket sales Revenues, and within twenty-four hours after the end of the event, Subcontractor shall transfer the remaining event ticket sales Revenues to the Operating Account.
- iv. All other Revenues generated by use of the Facility and collected by Subcontractor shall be deposited in the Operating Account. Subcontractor is authorized to make disbursements from the Box Office Account to promoters or performers in any amount due to the performer or promoter per contracts with them, and to pay budgeted Operating Expenses from the Operating Account. AP3 and the City shall be authorized at any time, to obtain and inspect information and records from the bank concerning such accounts.
- v. Interest accrued in these accounts shall be revenue to the Facility and belong to the City.

d. Budget.

- i. Delivery of Budget. On a date to be determined by AP3 each year during the term, Subcontractor shall submit to Subcontractor a proposed annual operating budget for the ensuing year, listing all projected Revenues and Operating Expenses by category, broken down by month, with explanations and assumptions for each Revenue and Operating Expense line item. The proposed annual budget shall include a proposed rent structure for events proposed to take place in the Facility for the ensuing year.
- ii. Capital Budget. Accompanying the proposed annual budget shall be a Capital Budget, including reasonable detail of the proposed projects and the associated costs, including improvements, repairs, and equipment for the City and AP3 to consider for the next funding cycle. The obligation to pay for improvements, repairs, and equipment purchases shall remain with the City and AP3 and will not be considered Operating Expenses. Subcontractor

recommendations for Capital Improvements, Structural Repairs, and Capital Equipment purchases to be accomplished during the year (and on a rolling 5-year period) and shall be accompanied by an estimate of the cost of all such items and projects and a request that the City and AP3 budget funds therefor.

- iii. Review of Budget. The proposed annual budget shall be reviewed by AP3 in accordance with AP3's budget development schedule. Upon approval by AP3, the proposed annual budget shall become the final annual budget (the "Annual Budget") for the year. If AP3 objects to the proposed annual budget or any part thereof, Subcontractor shall be obligated to promptly respond to each such objection and revise the proposed annual budget in connection therewith.
- iv. Revision of Annual Budget. Subcontractor and AP3 may revise the Annual Budget at any time by mutual written agreement
- e. Deposit of Funds. On the first business day of each month during the term and any renewal term of this Agreement, AP3 will deposit the following sums into the Operating Account:
 - i. an amount equal to the estimated deficit, if any, as defined below, for such month as set forth in the Annual Budget; and
 - ii. the Base Management Fee and Variable Management Fee, payable with respect to the current calendar month.
- f. Working Funds. AP3, the City, and Subcontractor will agree to an amount to be deposited into the Operating Account prior to the Commencement Date to ensure the uninterrupted and efficient operation of the Facility.
- g. Petty Cash and Change Funds: Subcontractor and AP3 agree that any and all petty cash and change funds shall belong to AP3. These funds will be returned to AP3 at the end of the contract term.
- h. Cash Discrepancies Subcontractor will be responsible for any cash discrepancies resulting from errors made in making change at cash sale points.

7. Miscellaneous.

- a. Additional Duties. Subcontractor shall also be required to provide, on a timely basis,

information, data, and solutions to project issues as may be reasonably requested by AP3 and the City, together with such other services consistent herewith as AP3 or the City may reasonably require.

EXHIBIT B

The term “Operating Expenses” shall mean the following and shall be, in all cases, subject to the Annual Budget:

- On-the-job payroll cost, including wages paid to employees and the cost of paid holidays, vacations, severance benefits, sick leave and other compensation and benefits; cost of training; payroll processing costs;
- Employer contribution costs in relation to employees carried on the on-the-job payroll mentioned in the foregoing clause (a), of every nature whatsoever, including but not limited to, social security, reemployment insurance, benefits for:
- Medical and hospital care, disability, death, termination, retirement or pension, or insurance or annuity contracts to provide any of the foregoing and all payments, other than those referred to in the foregoing clause (a), required under any collective bargaining agreement to which Subcontractor is a party, or under any state or federal law or any regulations promulgated thereunder;
- Cost of medical and security examination for employees on the on-the-job payroll;
- Cost of purchasing, renting, maintaining and cleaning uniforms;
- Cost of equipment, materials and supplies, including the cost of installation thereof;
- Cost of insurance, required bonding, permits, licenses and fees;
- Cost of property, business, privilege, sales and all taxes;
- Cost of marketing, promotions, advertising, and employee travel & training;
- Cost of necessary outside professional services, upon prior written approval by AP3;
- Cost of the commodities, (i.e. foodstuffs purchased for resale to the public);
- Cost of utilities;
- Litigation expenses or other costs (including attorneys’ fees) incurred on behalf of the Facility;
- Base Management Fees;
- Cost of installation of additional equipment and replacements thereof;
- Cost of ordinary maintenance and repair of the facility and the equipment, and ordinary housekeeping;
- All costs related to Subcontractor corporate staff travel, lodging, and supply costs incurred in connection with servicing Client’s needs at location.

Operating ProForma

Prepared by VenuWorks

Consolidated P&L Proposal

Annual Number of Events	83	85	87	90	93
Estimated Attendance	89,222	91,006	93,737	96,549	99,445

	YEAR ONE	YEAR TWO	YEAR THREE	YEAR FOUR	YEAR FIVE
Revenue	ANNUAL	ANNUAL	ANNUAL	ANNUAL	ANNUAL
Net Ticket Sales	2,230,550	2,297,467	2,366,390	2,437,382	2,510,504
Building Rent/Reimb	792,500	816,275	840,763	865,986	891,966
Facility Fees/Rebates	602,188	620,253	638,861	658,027	677,767
Concessions and Catering	595,318	613,178	631,573	650,520	670,036
Merchandise	58,002	59,742	61,534	63,380	65,282
Naming Rights	0	75,000	77,250	79,568	81,955
Advertising & Event Sponsorships	30,000	30,900	31,827	32,782	33,765
Memberships and Donations	0	0	0	0	0
Total Revenue	4,308,558	4,512,814	4,648,199	4,787,645	4,931,274
Cost of Goods - F&B	154,783	159,426	164,209	169,135	174,209
Artist Expense - Ticket Sales	2,230,550	2,297,467	2,366,390	2,437,382	2,510,504
Personnel Services Expense	585,615	603,183	621,279	639,917	659,115
General & Administrative Expense	56,000	57,680	59,410	61,193	63,028
Occupancy Expense	283,500	292,005	300,765	309,788	319,082
Services & Operations	93,800	96,614	99,512	102,498	105,573
Event Expense	776,572	799,869	823,865	848,581	874,039
F&B Expense	15,000	15,450	15,914	16,391	16,883
Total Operating Expense	4,195,820	4,321,694	4,451,345	4,584,886	4,722,432
Gross Operating Profit	112,738	191,120	196,853	202,759	208,842
VenuWorks Management Fee	120,000	120,000	120,000	120,000	120,000
VenuWorks Variable Fee	72,700	74,629	76,615	78,660	80,768
Net Operating Income	(79,963)	(3,509)	239	4,099	8,074

MAJOR ASSUMPTIONS

General:

1. This is a proposal for private management of a 1,400 seat historic theater. Private management does not assume ownership of the facility. Obligations for property insurance, capital repairs and replacement of obsolete furniture and equipment, and funding for operating losses remain with the owner.
2. This is a projected Profit & Loss (P&L) based on multiple significant variables. It is for discussion purposes and is not a guarantee of actual results.
3. Attendance figures estimated based on VenuWorks industry experience and researchable market history
4. The overall staffing mix is based on "stand alone" third party-operating model.
5. Food & Beverage revenues based on all services provided by VenuWorks including during Primary tenant events.
6. Concert and Family Show event load projected based upon typical staging, rigging and show production capability.
7. Proposal does not include any revenue or expense for operating parking lots.
8. Proposal assumes that donations and memberships can continue to be accepted by primary tenant since VenuWorks does not operate as a not-for-profit organization.
9. Focus of proposal is to increase annual event load from 75 to approximately 110 events per year with new focus on community, corporate and weddings.

Revenues:

1. Building (Event) Rent is based upon industry standards, and VenuWorks' experience in similar facilities.
2. Facility Fees range of \$0 - \$3 per ticket have been included based on type of event.
3. Ticket Rebates and Order Fees estimated based upon existing TicketMaster contracts with other managed facilities.
4. Merchandise income is assumed to net the complex a return of 12% of Gross Sales.
5. Food & Beverage Income from events and catering is included as revenue and no third parties have been contracted.
6. No parking fee revenues have been included.
7. Reimbursed Event Expenses based upon VenuWorks' experience in similar facilities.
8. Proposal includes Contractually Obligated Income (COI) for Naming Rights, Display Advertising, and Event Sponsorships.
9. Proposal assumes available advertising inventory consistent with similar sized facilities with primary tenants under management.

Expenses:

1. Personnel Services based upon typical Full-Time staffing in VenuWorks arenas and overall Employer Paid Taxes & Benefits.
Proposal assumes existing FT and PT staff will transfer to operating payroll of facility.

Proposal provides a "maximum" staffing scenario that will not be fully staffed until event revenues demand full support.

2. Support and Part-Time Labor includes all Employer Paid Taxes & Benefits.
3. Promoter rebate, event expenses based upon market and industry conditions and VenuWorks' experience in similar facilities.
4. General & Administrative, Occupancy, and Other Indirect Expenses estimated based on VenuWorks' experience.
5. Insurance Cost based upon VenuWorks' experience at similar facilities:
General Liability, Auto, Inland Marine, Crime, and Umbrella coverage are included.
Does **NOT** include Property Insurance or Property Taxes.
6. Most operating expenses (excluding one time start-up costs) are projected to increase at a rate of 3% per year.
7. Capital Equipment Expenditures, and any applicable Debt Service, Depreciation, or Amortization are **NOT** included.
8. Proposal includes expense for all Utilities, as well as, Pest Control, Snow Removal, and Grounds Maintenance.

VENUE PROGRAMMING COMPARISON
Commercial Touring Highlighted

Sunrise Theatre Fort Pierce, Florida 1,200 seats	**VenuWorks Managed Paramount Theatre Cedar Rapids, Iowa 1,675 seats	**VenuWorks Managed Rialto Theatre Joliet, Illinois 1,971 seats	**VenuWorks Managed North Shore Center for the Performing Arts Skokie, Illinois 867 seats	**VenuWorks Managed Victory Theatre Theatre Evansville, Indiana 1,921 seats	**VenuWorks Managed Ames Center Burnsville, Minnesota 1,014 seats
153 Total Events - 2 year period	155 Total Events - 2 year period 81 Commercial Touring 52% Percentage of total events are commercial	223 Total Events - 2 year period 95 Commercial Touring 43% Percentage of total events are commercial	209 Total Events - 2 year period 91 Commercial Touring 44% Percentage of total events are commercial	138 Total Events - 2 year period 63 Commercial Touring 46% Percentage of total events are commercial	169 Total Events - 2 year period 72 Commercial Touring 43% Percentage of total events are commercial

2023	2023	2023	2023	2023	2023
Kathleen Madigan Paul Anka: Greatest Hits, His Way! - CANCELLED Mutts Gone Nuts Glenn Miller Orchestra Memories of Elvis The Oak Ridge Boys Classic Seger (Bob Seger Tribute) The Rat Pack Johnny Mathis In The Heights Fri (Tradition Prep) An Intimate Evening with David Foster & Katharine Michael Feinstein - CANCELLED The Simon and Garfunkel Story MANIA: The ABBA Tribute NY Rockabilly Rockets David Allen Coe - CANCELLED George Michael - CANCELLED Mike DelGuidice & Big Shot Evil Woman - The American ELO Ireland with Michael Londra Ilana Glazer Michael Carbonaro Jay And The Americans The Music of Neil Diamond Respect: The Aretha Franklin Story Theresa Caputo Live! Don Felder Menopause The Musical Million Dollar Time Machine Martin & Lewis Trumpet Summit Mary Poppins FRI (Renaissance Charter) Cream Of Clapton Exploring the World (St. Andrew's) One Night of Queen Brian Regan A Night to Remember (Turn up the Heat) Gordon Lightfoot - CANCELLED Dance Mode On (True Crew) Beauty Lou and the Country Beast 16th Annual Showcase Greatest Showman Chicago Rapunzel Blackbeard the Pirate The Great Gatsby Sunrise Theatre Centennial Celebration Southern Slam Casino Royale Music From The Heart Pure Zeppelin Experience Killer Queen Bored Teachers BENISE - Fiesta! Emo Orchestra feat. Hawthorne Heights Newsboys Hotel California (Eagles Tribute)	Bway: On Your Feet Mania: The Abba Tribute Oi Metro Orchestra Festival Oi Pops: The Best Of The Beatles Oi Mastersworks Iii American Dream Pork Tornadoes Bway: Simon & Garfunkel Forever Simon & Garfunkel Oi Corridor Jazz Project Oi Masterworks Verdi'S Requiem Black Jacket Symphony: Fleetwood Mac Steven Curtis Chapman Croce Plays Croce Chapel Hart Prestige Dance Oi Mozart Oi Youth Concert Veritas Good Friday Service Veritas Easter Sunday Services Oi Percussive Fire Oi Youth Concert World Ballet Series: Cinderella Madagascar The Musical Sweet Adelines Hits! The Musical Rainbow Dance Competition Community Concert: Copper Street Brass Oi Pops: Havana Nights Bway: Annie Cherie'S Dance Recital Oi Masterworks Vi Nordic Passage Oi Branford Marsalis Quartet Prestige Dance Pointe School Of Dance Studio Dance Beatles Vs Stones Great America Employee Awards Extreme / Living Colour Hibu Employee Meeting Oi Masterworks: Forged In Fire Community Concerts: Divas3 We Are Messengers Elizabeth Prowell Mitchell Party Matt Mathews Bluey'S Big Play (2 Shows) Rodney Carrington Drew Lynch Penn & Teller: The Foolers Disney'S Encanto Sing-Along Robert Cray Community Concerts: Folk Legacy Trio Oi Masterworks: Shimmering Sun Community Concerts: Yesterday Once More Night Ranger John Crist Black Jacket Symphony: The Eagles Oi Pops - Symphonic Symphony	Brooks / Labay wedding The Commodores Nikki Glaser Bridal Expo ABBA Mania Drew Lynch Buddy Guy Chamber Theatre Reels At The Rialto; Casablanca Rialto Square Mural Unveiling Menopause the Musical Tommy James and the Shondells Get The Led Out KAR Dance Competition Jason Isbell Shamrockin Good Time Ultra Dance Competition Reels At The Rialto; The Wizard of Oz Roots & Boots Package Joliet Chamber After Hours Believe Talent Competition Buffet, Tour, & Organ Concert Tour & Organ Concert Rainbow National Dance Competition Rainbow Dance Competition USF Bernie Awards Reels At The Rialto; Napoleon Dynamite Englebert Humperdinck Trafton / Paler Stage Wedding IPA Student Recognition Ceremony Roy/Van Handel Wedding Reels At The Rialto; Ferris Bueller's Day Off The Mavericks Patti LaBelle Richards / Lynch wedding Midland Bank Regional after hours New Orleans North Monica Wedding Virtues In Motion Dance Recital Village Travel Tour RSTF Sponsor Recognition Dinner on Stage Oosterbaan / Jedlicka Stage Wedding Dave Mason With Special Guest The Outlaws Reels At The Rialto; The Sandlot Charity Dinner in Rotunda Diamond Dance/Finale Eddie Griffin Schram Gianares Stage Wedding American Theatre Organ Society Convention Kamrah Hussaini Wedding Killer Queen Trey Kennedy Gajeton / Grzesiak Ortiz Wedding Hiller / Sikirica American Red Cross Blood Drive Girl Named Tom	White Christmas The Elvis Tribute Artist Spectacular Andy Warhol In Iran Music of the Baroque DC's Reflecting Fools Magic School Bus Mahler - Songs of a Wayfarer Kaleidoscope Dance: Rivers Deep Giordano Dance Chicago BritBeat Peking Acrobats Tab Benoit Mike Wiley's Tired Souls Avenue Q Gloc-9 & Shanti Dope Darlingside Lewis Black Classical Kids Live! Presents Tchaikovsky Paula Poundstone Nache Mayuri's Duswag The Porch On Windy Hill Dancercenter North Paul Reiser Hot Tuna The Lightning Thief (Chicago) Betty Haag Adademy Of Music RDA MIDSTATES FESTIVAL 2023 Concert Tribute To Hellenism Slava Komisarenko Micky Dolenz Original Gus Giordano Dance School Chicago Gay Men's Chorus DancEd Dance Centre Kaleidoscope Dance Driven 2 Dance North Shore School of Dance Pippin Dance Center Evanston R&B Dance Center YVONNE'S DANCE ACADEMY Modi ENSEMBLE ESPANOL Miami Boys Choir Anatoly Belyi In "I Am Here" Hermanos De Leche Korean Performing Arts Institute of Chicago Assyrian Cultural Foundation Marie and Rosetta Chicago Korean Dance Company Belinda Carlisle Mark Tremonti Sings Frank Sinatra Ranjit Bawa Andy Summers I'm Not a Comedian... I'm Lenny Bruce Skerryvore Am Yisrael Bored Teachers Comedy Tour	Sig School I8 Ceremony Sig School Lottery EPO Classics 3 8th Grade Enrollment Night Jason Isbell EPO Young Artist Comp EPO Pops 3 EPD Critical Incident Stress Debrief UE Guest Artist Performance Buddy Guy EPO Classics 4 UE Symphony & Wind Ensemble Sig 5th Floor Testing EVSC Honor Band Hairball Fire Dept Event Sig School Assembly EPO Young People Concerts Killer Queen Nothing More Sig School Freshman Orientation UE Symphony & Wind Ensemble EPO Classics 5 Sig Freshman Orientation UE Athletics Award Ceremony Montessori Play Chelsie Lynn Sig School Testing Ballet Indiana Spring Performance Gov'T Mule Michael W. Smith EPO Pops 5 Sig School Commencement EPYO Spring Concert Studio Vibe Dance Recital Thrive Dance Recital Candlebox Jackson Browne Lyle Lovett Eddie Griffin Cody Jinks EVPL Robin Wall Kimmerer Get the Led Out Rumors- Fleetwood Mac Tribute Ballet Indiana Auditions Scotty McCreery Victory Film Fest Bruce Hornsby & the Noisemakers Cheap Trick Water for People Here Come the Mummies Big Bad Voodoo Daddy EPO Opening Night Kenny Wayne Shepard Theresa Caputo HYPROV Matt Mathews	Folsom Prison Experience Rush Tribute Project Cole's Salon Image Skincare Event 1964 the Tribute Studio 4 Rehearsal One Night in Memphis Chamber Annual Meeting Spotlight On Stage Rehearsal The New Standards DVS Young Artist Concert BravO! (3 Days) Dragons and Mythical Beasts DVSC Rehearsal RVDA On Stage Rehearsal Masquerade I SMDA Rehearsal League of Champions Celebration Dance Hall of Fame One Night of Queen Masquerade II Ames Construction Management Legacy Dance Championships State of the City Dino Ranch Live BravO! Dance Haven Financial Workshop Killer Country Concert for Caring DVS Concert Masquerade #3 ISD191 Retirement Party Mark of Excellence TCB Spring Performance Sparkle, Sip and Savor BravO! Dance South Metro Recital Primrose School Graduation Studio 4 Dance Recital Party on the Plaza Spotlight Dance Recital Shana's Dance Recital Masquerade Nationals #4 Post Modern Jukebox DVS Summer Rehearsals International Fest ABBAFab International Fest - Rain Site Party on the Plaza Barak En Concierto Miss MN USA Pageant Steve Cole AATJ Art and All That Jazz Party on the Plaza Burnsville Fest Block Party MN Dance Medicine Foundation Stratford Green HOA Meeting

VENUE PROGRAMMING COMPARISON
Commercial Touring Highlighted

	**VenuWorks Managed	**VenuWorks Managed	**VenuWorks Managed	**VenuWorks Managed	**VenuWorks Managed
Sunrise Theatre Fort Pierce, Florida 1,200 seats Haunting At The Sunrise Rocky Horror Picture Show 1964 Celebrating Billy Joel Tom Segura FRI Dave Koz & Friends The Nutcracker (St. Lucie Ballet) The Prophecy Show Three Dog Night Andy Summers - CANCELLED Allman Betts Family Revival Italian Christmas Night (Andrea Del Principe) Christmas Is Jesus! Sounds Of The Season Clara's Christmas Dream (Turn Up the Heat) Toyrific Winter Extravaganza (True Crew) Christmas With The Ricardos Cinderella (State Ballet of Ukraine)	Paramount Theatre Cedar Rapids, Iowa 1,675 seats Theresa Caputo Matt Rife (2 Shows) Churchill Starring David Payne Bway: Pretty Woman Sal Vulcano Joe Bonamassa The Illusionists Christmas Oi Masterworks - Mountain Air Cirque Holiday Musica Oi Nutcracker (2 Shows) Pete Davidson (2 Shows) Alisabeth Von Presley Maddie Poppe Celtic Angels Oi Holiday Spectacular Home Free Mania: The Abba Tribute 2024 Tosca Cher: The Beat Goes On Folsom Prison Experience Oi Metro Youth Baby Shark Tusk: The Fleetwood Mac Tribute Shuttleworth & Ingersoll Workshop Jesus Christ Superstar Kevin Young Wedding Back To Back The Music Of Elton John Bluffet: Son Of A Sailor Get The Led Out Golden Girls: The Laughs Continue Corridor Jazz Project Blue October Men Are From Mars/Women Are From Venus Swan Lake The Price Is Right Live One Night Of Queen Black Jacket Symphony - Journey'S Escape Red Hot Chili Pipers Oi Masterworks: Silent Woods Bway: The Book Of Mormon Prestige Dance Zach Williams Veritas Church Services Orchestra Iowa: Beethoven Lives Upstairs Cr Community Orchestra 10Th Anniversary Shen Yun Sweet Adelines Oi Masterworks: Essential Earth & Youth Cancelled Podcast Here Comes The Sun Rainbow Dance Competition Oi Pops: E.T. Executive Leadership Class Dinner Cherie'S Dance Recital Oi Masterworks: Carmina Burana Dance Academy Saxon / Uriah Heep Marion Home School Graduations Prestige Dance Studio Dance Pointe School Of Dance Ashley McBryde Great America Employee Awards	Rialto Theatre Joliet, Illinois 1,971 seats Banda / Frausto stage wedding J.A.T.O.E Social Click con Photoshoot Travis Tritt Reels At The Rialto; The Blues Brothers Vertin / Rodequist wedding reception Tour & Barton Grande Organ concert Tour & Organ Concert Craig Ferguson Aharrah / Gustafik stage wedding Courtier / Hilgers stage wedding Church / Barhem Stage wedding Medovoy / Meeks wedding Australian Pink Floyd Reels At The Rialto; Young Frankenstein Tour, Buffet, & Organ Concert JJC Foundation Event Francis / Burke wedding Rock and Roll Hall of Fame Tour & Organ Concert Kevin James Justin Willman Shaik Wedding Sierra / Kuzmanic Stage Wedding Three Dog Night Ready to Rock Guitar Auction Alabama University Lesher/ Stramaglia wedding Pete Davidson & John Mulaney Wyatt / Duncan Stage Wedding Francis / Klima Wedding Blippi Josh Gates Reels At The Rialto; Hocus Pocus Hairball Santos / Salvador Wedding Espiritus en el Teatro Korzi / Manherz Stage Wedding John Crist Donisch / Kus Rotunda ceremony Ancient Aliens Live Volunteer Banquet & Awards Ceremony Blues Traveler McGee / McCain Rotunda Wedding Asbury / Lopez Stage wedding Holiday Film: Miracle on 34th Street TUSK (Fleetwood Mac Tribute) Daniel Tiger's Neighborhood Bored Teachers Comedy Tour Home for The Holidays Opening Night The State Ballet Theatre of Ukraine Lights of Love Teddy Bear Tea Nutcracker The Gatlin Brothers Christmas Dirty Dancing in Concert Church Basement Ladies Motown Christmas It's A Wonderful Life (Radio Edition) Steven Curtis Chapman Christmas Joliet American Legion Band Concert Merry Little Soiree Wayne Newton Diamond Dance Finale Rat Pack Christmas	North Shore Center for the Performing Arts Skokie, Illinois 867 seats Am Yisrael Linda Eder Paderewski Symphony Orchestra NL Birthday Candles Nino Katamadze Sergio Mendes Animaniacs In Concert Oszusci Teatr Och CJE Fundraiser LeAnn Rimes the story... so far tour MIR Contest Vitamin String Quartet Isaac Mizrahi MTW Brigadoon Craig Ferguson Hyprov - Improv Under Hypnosis Louis Cato An Exclusive Evening with José González Sparta Astana Leo Presents Purple Kiss Atlanta Rhythm Section Paul Mercurio's Permission to Speak The State Ballet Theatre of Ukraine John Splithoff Haley Reinhart Salt Creek Ballet's The Nutcracker Leo Kottke Robert Glasper Livingston Taylor/Karla Bonoff Jake Shimabukuro Preservation Hall Jazz Band Joy to the World! A Sacred Celebration Chicago Gay Men's Chorus 2024 NL Dial M for Murder MTW Shrek Elvis Live! Branford Marsalis Music of the Baroque NL Selling Kabul The Road to the March on Washington Capitol Fools YT: Don't Let the Pigeon Drive the Bus Kaleidoscope Dance Arie Crown Reh and Performance Dances from the Heart Jim Brickman R&B Dance Center Hanna Sacks reh. and Performances AN Holding Prospect High School Band/Choir Concert My Grandson Benjamin Talib Kweli Semyon Slepakov Ireland with Michael Live Classical Kids Live Piaf the Show DM Star 25th Annual Putnam County Spelling Bee Lubavitch Girls High School of Chicago Mandy Gonzalez Joshua Redman Hromovytisia Ukrainian Dance Ensemble Korean American Association	Victory Theatre Theatre Evansville, Indiana 1,921 seats iLuminate EPO Pops 1 Charlie Berens Los Chicos del 512 UE Orchestra EPO Classics 2 Craig Ferguson Kip Moore Britt Floyd Henry Rollins EPYO Fall Concert Mattingly: Find A Way EPO Peppermint Pops UE Holiday Pops Nutcracker 2024 Manial ABBA MLK Showcase EPO Classics 3 EPD Ceremony Magic Of Motown EPO Young Artist Comp Evansville Christian School Event EPO Pops 3 THRIVE EPO Classics 4 UE Orchestra EVSC Honor Band Hairball 2024 John Waite Jason Isbell EPO YPC EPO Pops 4 Ancient Aliens Gary Owen Bored Teachers Southern Fried Chicks EPO Pops 5 The Mountain Goats Freshman Orientation UE Orchestra EPO Classics 5 Brian Patafie Comedy Show EPO EPYO Spring Concert Studio Vibe Sig Graduation Thrive Dance Studio Expressive Dance Academy Little Feat Brad Williams Killer Queen EPD Hiring Ceremony Croce Plays Croce Sweat, Love & Laughter Tour Collective Soul Jim Breuer Brian Regan Whose Live Anyway? EPO Opener Water for People Steven Curtis Chapman Rumours Flogging Molly IU- Ruby Ball	Ames Center Burnsville, Minnesota 1,014 seats Valley Natural Foods Annual Meeting The Music of Adele Takin' it to the Limit Azerbaijani Association of MN Art Reception NPC The New Standards DVS Concert What's Going On BAM Cultural Night The Brit Pack Somali Museum of MN 10th Anniversary Floyd Nation I am, He Said Matt Matthews Charlie Berens (6 Shows) Churchill Associated Gen Contractor Recognition Uncorked Motown XMAS Highwaymen Live CBL Away in the Basement B2Wins Cirque Musica Fire Department Training/Badging Ames Construction Mental Health Coalition Dan Beckman Art Gallery Reception Rocky Mt XMAS (2 Shows) Lorie Line DVS Concert MN Nutcracker Dakota/Scott County Work Dev. Awards Shaun Johnson Anthony Shore's XMAS with Elvis The Gambler Returns Andi & Bing (2 Shows) Fire Department Leadership Retreat Carpenters' XMAS BoDeans 2024 Studio 4 On Stage Rehearsal Spotlight On Stage Rehearsal Folsom Prison Experience Winter Dance Party 1964 The Tribute City-Wide Community Prayer Late Night Live with SPO Ames Construction Management Meeting Bravo 1 Dance Competition Masquerade 1 Dance Competition League of Champions Chinese New Year Performance Get The Led Out DVSC Mardi Gras Celebration Talent Competition RVDA On Stage Rehearsal Hall of Fame Dance Competition Masquerade 2 Dance Competition Bravo! 2 One Night of Queen Rocket Club Legacy Dance Competition Bravo 3 Dance Competition Masquerade 3 Dance Competition Red Hot Chili Pipers

VENUE PROGRAMMING COMPARISON
Commercial Touring Highlighted

	**VenuWorks Managed	**VenuWorks Managed	**VenuWorks Managed	**VenuWorks Managed	**VenuWorks Managed
Sunrise Theatre Fort Pierce, Florida 1,200 seats Night at the Swing Club Jeremy Camp: Live in Concert Leonid & Friends Grease FRI 7PM (Renaissance Charter) Florida's Role in the Civil Rights Movement Girls Night: The Musical Rhythm of Love (St. Andrew's) Jim Breuer A Building With The Purple Windows: A Cabaret 2PM One Night of Queen Around the World (Turn Up the Heat) Fairytales & Legends A Day with the Crew (True Crew) 17th Annual Dance (Extreme Dance) Where the Wild Things Are The Curse of Sleeping Beauty We Are All Heroes Studio 117 Rob Schneider TAYTAY Dance Party Late Nite Catechism Nurse John Hotel California Mannheim Steamroller The Spinners The Nutcracker Brian Regan Clara's Christmas Dream Winter Wonderland Nashville Country Christmas Sounds of the Seasons The Nutcracker The Greatest Love of All: A Tribute to Whitney Houston	Paramount Theatre Cedar Rapids, Iowa 1,675 seats Beatles Vs Stones Mark Normand Kenny Wayne Shepherd Postmodern Jukebox Needtobreathe Iowa Downtown District Opening Session The Mavericks - Cancelled Hawthorne Heights Hibu Annual Employee Appreciation Cr Opera Vocal Competition Oi Masterworks: A Night On The Town Burning Red: Tribute To Taylor Swift Sing Us A Song Oi Masterworks: A Tale Of Two Cities Leonid And Friends Brad Williams A Taste Of Ireland Liverpool Legends Theory Of A Deadman Movies At The Paramount: Beetlejuice Three Dog Night Oi Pops: The Music Of Harry Potter Oi Youth Concert Bway: Shrek The Musical Remembering John Denver Nurse Blake Letters From Home Black Jacket Symphony: Elton John Oi Pops: Home Alone Oi Masterworks: A Romantic Fantasy Rudolph The Red Nosed Reindeer A Christmas Story A Christmas Carol Oi: Nutcracker Maddie Poppe	Rialto Theatre Joliet, Illinois 1,971 seats Holiday Movie; Elf A Magical Cirque Christmas Holiday Movie; Home Alone Chalus wedding 2024 Folsom Prison Experience Brian Kilmeade .38 Special Charlie Berens Gonzales Quinceanera Wedding Expo Dude Dad Chamber Theatre Productions Dinosaur World Live Jay White (Neil Diamond Tribute) Richardson / Glade Showbiz Talent Dance Competition Get the Led Out TheatreWorksUSA The Magic School Bus KAR Dance Competition World Ballet: Swan Lake Shamrockin' Good Time Ultra Dance Competiton Black Violin Reels At The Rialto: The Quiet Man Brian Culbertson One Night Of Queen Imagine Dance Challenge Rainbow National Dance Competition CED After 3 Marty Stuart The Princess Bride Movie BoDeans Becky Robinson (Comedian) Bernie Awards Naturalization Ceremony Reels At The Rialto: Rudy Ashley McBryde Tom Papa Burns Colomen Rotunda wedding TOAST (Bread Tribute Show) Wilson Wedding Story Pirates Nitty Gritty Dirt Band Sesame Street Live Pat McGann Uriah Heep Brad Williams Classic Seger Virtues In Motion Dance Recital Old National Bank Event Maddie & Tae Brusich Ferrgrie wedding Reception Night Ranger Montejo/Marquardt stage Wedding Munson / Lange Wedding Diamond Dance Recital Shah Modiuddin Wedding Lindemulder rotunda wedding Saylre / Rubon stage wedding Vitamin String Quartet Haunted Objects Live Tierney / West stage wedding Maires wedding	North Shore Center for the Performing Arts Skokie, Illinois 867 seats Northlight Advancement Reception Bela Fleck My Bluegrass Heart Einstein & Margarita NL Brooklyn Laundry DancEd North Shore CVB Board Meeting Joanne Shaw Taylor Yvonne's Dance YT Peking Acrobats Story Pirates R&B Competition Showcase Gus Legacy Performances The Glenn Miller Orchestra Kaleidoscope Party Like It's 1983 Driven2Dance Michael Carbonaro Dance Center Evanston Ensemble Espanol R&B Dance Center Music Theater Works Teen Summer Camp Mike Campbell/Larkin Poe/Grace Potter Echoes of Evanston Melodies and Meaning Tiffany Don Felder Benise - Fiesta! -Rental NL - 2 Piano's 4 Hands Big Stage Ballroom Summer in the Sixties Door Deal Paul Elia Pablo Cruise Chicago Mother's Choir w/ KAAC NL 2 Pianos 4 Hands MTW- Carousel NL 2 Pianos 4 Hands - Aug NL Play #1 Flying Lovers 24-25 Season Mac McAnally Co-Pro Brett Dennen CKDC- Two Brothers and The Magic Gourd The Clergy Boys Andy Grammer Ann Hampton Callaway NL Teaching Artist Training Skerryvore Eddie B Esperanza Spalding CJE Senior Life Gala Chris Botti Jeff Garlin Co-Pro Daniel Villareal Roger McGuinn Nick Carter NL Flying Lovers of Vitebsk 24-25 Season Am Yisrael Ukrainian Bandurist Chorus YT Charlotte's Web Joshua Radin x Joan Osborne Lewis Black Dmitry Nazarov - What the Heck Knows MTW Little Shop of Horrors Blind Boys of Alabama MIR Contest YT Pout Pout Fish Andres Gutierrez Wealth Seminar	Victory Theatre Theatre Evansville, Indiana 1,921 seats The Four Horsemen Here Come The Mummies EPO- Pops 1 David Sedaris Purple Experience UE Orchestra 1964 The Tribute The 5th Dimension EPYO Fall Concert EPO-Classics 2 Mattingly Charities Ginuwine UE Holiday Pops EPO Peppermint Pops EPO Reception Cirque Musica Ballet Indiana Marcus King Band	Ames Center Burnsville, Minnesota 1,014 seats Evil Woman Men Are From Mars, Women Are From Venus Concert for Caring DVSC Young Artist State of the City Johns Memorial Service Mark of Excellence Dance Competition Coppélia in Paris BravO 4 Dance Competition South Metro Dance Recital Studio 4 Recital Spotlight Dance Recital Shana's Dance Recital Masquerade Nationals Dance Competition Salute to Glen Campbell Miss Minnesota USA Pageant The Storyboard Experience Pam Tillis ABBAFab US Air Force Band Concert International Festival Fire Dept Training & Awards La Llorona The Graduates Takin' It To The Limit Haunted Objects Family Halloween Costume Party Tony Bennett Tribute Show Floydian Slip Parrothead Paradise Masters of Illusion City of Burnsville Employee Lunch Motown Christmas Highwaymen Live POE - A Rock Musical I Am, He Said Cirque Musica Holiday Wonderland Ames Annual Summit on Mental Health A Minnesota Nutcracker Handel's Messiah and Christmas Favorites Rock & Roll Xmas Spectacular Christmas with Elvis Rocky Mountain Christmas Christmas with Lorie Line Shaun Johnson Big Band Experience Big Bad Voodoo Daddy Andy & Bing Christmas BoDeans Who Brought The Humbug

VENUE PROGRAMMING COMPARISON
Commercial Touring Highlighted

Sunrise Theatre Fort Pierce, Florida 1,200 seats	**VenuWorks Managed Paramount Theatre Cedar Rapids, Iowa 1,675 seats	**VenuWorks Managed Rialto Theatre Joliet, Illinois 1,971 seats Shalash / Sandoval Wedding Reels At The Rialto (Hocus Pocus) Rees / Knapczyk Sanchez / Tur stage Wedding Wheel of Fortune Live 1964 Beattles Tribute Kansas Nurse Blake Menopause The Musical 2 The State Ballet Theatre of Ukraine Mannheim Steamroller Patty Griffin - Lori McKenna - Hayes Carll Craig Ferguson Reels: Planes, Trains, & Automobiles Joe Gatto Tierney Wedding Reception A Merry Rialto Christmas Teddy Bear Teas Holiday Film: The Polar Express Nutcracker The Oak Ridge Boys Cirque Musica Christmas Motown Christmas Joliet American Legion Band Concert Holiday Film: The Santa Clause Tower of Power Christmas It's A Wonderful Life Live Radio Show JULIE Christmas Party Ultimate Elvis Christmas Big Bad Voodoo Daddy Christmas 2024 A Christmas Story Rialto Foundation Young Professionals Diamond Dance Finale How The Grinch Stole Christmas Lonestar Christmas Hairball melgar wedding Holmes / Dempsay Wedding	**VenuWorks Managed North Shore Center for the Performing Arts Skokie, Illinois 867 seats Steep Canyon Rangers Mizantrop by Molier Giordano Dance Chicago NL Play Little Women 24-25 Season The Ozark Mountain Daredevils NSCPA Foundation Finance Committee NL Play Little Women 24-25 Season Ramayana Dance Performance Napoleon Dynamite Ryan Hamilton A Taste of Ireland Maz Jobrani Elon Gold Co-Pro Nat Geo Live: T. Rex Rising The State Ballet of Ukraine- Swan Lake The Last Waltz Tribute NSCPA Foundation Benefit NL Play Little Women 24-25 Season Kehillah Fund Women's Performance ADL Raising Up Event - Matisyahu Salt Creek Ballet: Nutcracker Totally 80's HoliGAY MTW - Legally Blonde NL Advancement Reception	**VenuWorks Managed Victory Theatre Theatre Evansville, Indiana 1,921 seats	**VenuWorks Managed Ames Center Burnsville, Minnesota 1,014 seats
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Operating ProForma

Prepared by VenuWorks

PROJECTED STAFFING

Full-Time Labor Positions	Annual
Executive Director	100,000
Director of Marketing and Development	55,000
Business Manager	55,000
Technical Director/Facilities Manager	55,000
Ticket Office/Operations Manager	45,000
Food and Beverage Manager	45,000
FT Staff Bonus Pool	38,000
Total Full-Time Labor	393,000

Full-Time Support Labor (non-event)	Annual
Operations Staff	-
Maintenance Staff	-
Total Full-Time Support Labor	-

Part-Time Support Labor	Annual
Ticket Office	35,000
Administrative	25,000
Operations	20,000
Total Part-Time Labor	80,000

Taxes & Benefits	
Full-Time Employer Paid Taxes (10%)	39,300
Full-Time Employer Paid Benefits (12%)	47,160
Part-Time Employer Paid Taxes & Benefits (12%)	9,600
Workers Compensation (2.5%)	11,825
Payroll Processing (1%)	4,730
Total Taxes and Benefits	112,615

Operating ProForma

Prepared by VenuWorks

Indirect Expenses - Five Year Proforma

		Projected Year 1	Projected Year 2	Projected Year 3	Projected Year 4	Projected Year 5
General & Administrative						
7101	Postage & Shipping	2,500	2,550	2,601	2,653	2,706
7102	Office Supplies	6,000	6,120	6,242	6,367	6,495
7103	Computer Software, Hardware & Supplies	8,500	8,670	8,843	9,020	9,201
7104	IT Support Services	12,000	12,240	12,485	12,734	12,989
7106	Dues & Subscriptions	8,500	8,670	8,843	9,020	9,201
7107	Employee Training	3,000	3,060	3,121	3,184	3,247
7108	Licenses & Permits	3,000	3,060	3,121	3,184	3,247
7110	Employee Recruitment & Relocation	2,500	-	-	2,500	-
7111	Employee Development & Recognition	5,000	-	2,500	-	2,500
7112	Travel & Business Development	5,000	5,100	5,202	5,306	5,412
7113	Miscellaneous Expense	-	-	-	-	-
<i>subtotal</i>		56,000	49,470	52,959	53,969	54,998
Occupancy						
7201	Operational Supplies	12,000	15,000	15,300	15,606	15,918
7202	Tools, Small Equipment & Furniture	10,000	10,200	10,404	10,612	10,824
7203	Custodial Supplies	2,000	2,040	2,081	2,122	2,165
7204	Utilities	125,000	128,750	132,613	136,591	140,689
7205	Communications	16,000	16,480	16,974	17,484	18,008
7206	Insurance - General Liability	40,000	41,200	42,436	43,709	45,020
7207	Insurance - Property	-	-	-	-	-
7208	Maintenance Contracts	15,000	15,450	15,914	16,391	16,883
7209	Snow Removal- Equipment/Supplies	-	-	-	-	-
7210	HVAC R&M	15,000	15,450	15,914	16,391	16,883
7211	Equipment R&M	20,000	20,600	21,218	21,855	22,510
7212	Building R&M	20,000	20,600	21,218	21,855	22,510
7213	Grounds R&M	2,500	2,575	2,652	2,732	2,814
7214	Fuel & Vehicle Costs	1,000	1,030	1,061	1,093	1,126
7218	Waste Management	5,000	5,150	5,305	5,464	5,628
<i>subtotal</i>		283,500	294,525	303,088	311,903	320,977
Services & Operations						
7301	Uniforms	3,000	2,500	2,575	2,652	2,732
7302	Venue Marketing	15,000	16,000	16,480	16,974	17,484
7304	Contracted Services	40,000	41,200	42,436	43,709	45,020
7309	Bad Debt Expense	-	-	-	-	-
7310	Credit Card Fees	15,000	15,450	15,914	16,391	16,883
7311	Banking Fees	800	824	849	874	900
7313	Cash (Over)/Short	-	-	-	-	-
7314	Fulfillment Expense	20,000	20,600	21,218	21,855	22,510
<i>subtotal</i>		93,800	96,574	99,471	102,455	105,529
7501	F&B Paper Goods & Consumables	15,000	15,450	15,914	16,391	16,883

PROGRAMMING CALENDAR

NOTE: "Pass-throughs" including rentals and event advertising are not included in this summary for sim
40%

	# Events	Total Paid Attendance	Rental	Facility Fee	Ticket Rebates
Paramount Arts Center (1,400 seats)		1400		\$3.00	\$12.00
Theatrical - Broadway	2	2,520	-	7,560	12,096
Theatrical - Other (Paramount Pl	6	7,140	9,000	21,420	25,704
Corporate/Private	8	7,280	40,000	21,840	34,944
Small Touring (800)	17	20,230	8,500	60,690	97,104
Medium Touring (1,500)	12	10,752	6,000	32,256	51,610
Large Touring (2,000+)	10	11,900	5,000	35,700	57,120
Rental	12	12,600	60,000	37,800	60,480
Dance	8	9,520	28,000	-	-
Community	8	7,280	12,000	10,920	34,944
TOTAL	83	89,222	168,500	228,186	374,002

	# Events	Total Paid Attendance	Rental	Facility Fee	Ticket Rebates
Totals	83	89,222	168,500	228,186	374,002

112439.15 Equipment Expense/Rentals
31023.34 Artist Hospitality
38400 License Fees (Royalties?)
3229 Stage and Lighting (supplies?)
22529 Parking and Security (Labor?)
82138 Advertising

plicity.

F&B Concessions	Catering/ Hospit	Merch Revenue	Parking Revenue	Reimb. - Labor/ Equip	F&B COG	F&B LABOR	FOH/BOH Labor Exp
\$4.00	\$3,000	\$1	\$0.00		22%	10%	80%
10,080	1,500	2,520	-	70,000	2,743	1,008	56,000
28,560	-	-	-	30,000	6,283	2,856	24,000
-	54,000	-	-	4,000	18,900	-	3,200
80,920	38,250	20,230	-	102,000	31,190	8,092	81,600
43,008	30,600	10,752	-	72,000	20,172	4,301	57,600
142,800	30,000	11,900	-	70,000	41,916	14,280	56,000
50,400	18,000	12,600	-	120,000	17,388	5,040	96,000
38,080	-	-	-	96,000	8,378	3,808	76,800
29,120	-	-	-	60,000	6,406	2,912	48,000
422,968	172,350	58,002	-	624,000	153,375	42,297	499,200

F&B Concessions	Catering/ Hospit	Merch Revenue	Parking Revenue	Reimb. - Labor/ Equip	F&B COG	F&B LABOR	FOH/BOH Labor Exp
422,968	172,350	58,002	-	624,000	153,375	42,297	499,200

late Nov	Festival of Trees and Trains	Paramount I
12/12-13	Frozen the Musical	6
5-Dec	Nutcracker	2
14-Dec	Dance with Hope Nutcracker	1
10/17-18	Wizard of Oz	
9/19-20	Six the Musical	
6-Sep	Joe Awards for Paramount Players	
25-Jul	Peter Pan Jr. - Summer Arts Academy (incl Let them Rock)	
27-Jun	Jazz Honor Band - Summer Arts Academy	
27-Jun	Winnie the Pooh Kids - Summer Arts Academy	
6/20-21	Rock of Ages	
13-Jun	Dance with Hope Luminaria	
4/18-19	Hairspray the Musical	
2/21-22	Lightning Thief the Percy Jackson Musical	

26-Feb National touring - Addams Family Musical

Outside Expense	Profit/ Loss
3,780	40,225
10,710	70,835
-	132,684
95,081	191,731
50,534	113,619
74,970	165,354
-	240,852
-	73,094
-	89,666
235,075	1,118,060

Outside Expense	Profit/ Loss
235,075	1,118,060

Players

Broadway Musicals

Summer Arts Academy Productions

awards show

Paramount Theater

Option 1

Close Down Facility for 4 months

	Jan-26	Feb-26	Mar-26	Apr-26	May-26	Jun-26	Total
Ongoing Costs - Estimates							
Security/Parking	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 12,000.00
Insurance	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	30,000.00
Utilities	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	60,000.00
Facility Costs	\$ 17,000.00	\$ 17,000.00	\$ 17,000.00	\$ 17,000.00	\$ 17,000.00	\$ 17,000.00	\$ 102,000.00

VenuWorks

Transition Fees	\$ 7,000.00	\$ 8,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 55,000.00
Plus Travel	3,000.00	3,000.00	2,500.00	2,000.00	2,000.00	3,000.00	15,500.00
Exe Dir., Tech Oper., Marketing, Box Office/Finance	24,166.67	24,166.67	24,166.67	24,166.67	24,166.67	24,166.67	145,000.00
Operating Costs	\$ 34,166.67	\$ 35,166.67	\$ 36,666.67	\$ 36,166.67	\$ 36,166.67	\$ 37,166.67	\$ 215,500.00

Total Costs	\$ 51,166.67	\$ 52,166.67	\$ 53,666.67	\$ 53,166.67	\$ 53,166.67	\$ 54,166.67	\$ 317,500.00
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Option 2

VenuWorks has full management contract and starts January 1

	Jan-26	Feb-26	Mar-26	Apr-26	May-26	Jun-26	Total
VenuWorks - Management Contract	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 60,000.00
Plus Travel	3,000.00	3,000.00	2,500.00	2,000.00	2,000.00	3,000.00	15,500.00
Ongoing Costs of Facility	17,000.00	17,000.00	17,000.00	17,000.00	17,000.00	17,000.00	102,000.00
Exe Dir., Tech Oper., Marketing, Box Office/Finance	24,166.67	24,166.67	24,166.67	24,166.67	24,166.67	24,166.67	145,000.00
Total Costs	\$ 54,166.67	\$ 54,166.67	\$ 53,666.67	\$ 53,166.67	\$ 53,166.67	\$ 54,166.67	\$ 322,500.00

ORDINANCE NO. _____, 2025

AN ORDINANCE OF THE CITY OF ASHLAND, KENTUCKY, AMENDING THE RULES AND REGULATIONS FOR ANY SPECIAL EVENT OCCURRING UPON OR WITHIN CITY PROPERTY, STREETS, SIDEWALKS, RIGHTS-OF-WAY AND PARKS OF THE CITY OF ASHLAND TO BE KNOWN AND COMMONLY REFERRED TO AS THE “SPECIAL EVENT ORDINANCE” AND REPEALING ORDINANCE NO. 157, SERIES OF 2020, AS PREVIOUSLY AMENDED BY ORDINANCE NO. 103, SERIES OF 2022, AND ORDINANCE NO. 178, SERIES OF 2022.

* * * * *

WHEREAS, the City recognizes the continued need to encourage and promote events for the greater good, cultural diversity and promotion of the City. Some gatherings and organized activities, due to their size and special requirements, may place unique demands on public resources or pose a danger to public health, safety and welfare. In order to plan for these demands on public resources and ensure that public health and safety is protected, it is necessary that the City receive advance notice of these events. The provisions of this Chapter are intended to address those concerns and are not intended to place unnecessary burden on any right of association or freedom of expression. This ordinance shall be known as the “Special Event Ordinance.”

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF ASHLAND, KENTUCKY:

SECTION 1. DEFINITIONS.

Applicant means a person who has filed a written application for a Special Event Permit.

City means the City of Ashland, Kentucky.

City Park means any property in the City designated as a park, playground, recreational facility, swimming pool or hike and bike path, specifically including without limitation, Central Park, the Port of Ashland and Broadway Square, and shall include buildings, stages, parking lots and driveways in such areas.

First Amendment Activity means all expressive and associative activity on public streets, sidewalks and in parks, that is protected by the United States and Kentucky Constitutions, including speech, press, assembly and the right to petition, but does not include commercial advertising.

First Amendment Event means an event where the sole or principal object is First Amendment Activity.

Parade means any assembly, march, demonstration or procession upon public streets, sidewalks or parks within the City including persons, animals, or vehicles that is reasonably likely to interfere with the normal flow or regulation of traffic or use of streets, sidewalks, parks and related facilities.

Permittee means the person to whom a Special Event Permit is granted pursuant to this Ordinance.

Person means any individual, entity, association or organization.

Special Event means a temporary event, gathering or organized activity, including but not limited to Parades, bike races, marathons, walk-a-thons, charity running events, fireworks displays, concerts, carnivals, other types of races and festivals, First Amendment Events, or any other event which involves one or more of the following activities:

1. Closing a public street;
2. Blocking or restricting City-owned property;
3. Blocking or restricting usual and customary use of or access to City streets, sidewalks, or rights-of-way;
4. Blocking or restricting access to or limiting use of City Parks;
5. Sale of merchandise, food or beverages on City-owned property;
6. Erection of a tent on City-owned property;
7. Installation of a stage, band-shell, trailer, van, portable building, grandstand or bleachers on City-owned property or exclusive use of such existing facilities;
8. Placement of temporary no-parking signs in a public right-of-way or on City-owned property; or
9. Placement of pedestrian boundary markers on City-owned property.

Special Event Permit means written authorization from the City Manager or his designee to hold a specific Special Event.

SECTION 2. PERMIT REQUIRED

- A. It shall be unlawful for any Person to hold a Special Event, sponsor a Special Event or cause a Special Event to be held without first having obtained a Special Event Permit from the City. Any person violating this section of this ordinance shall be subject to a fine of not less than \$100.00 nor more than \$1,000.00 per occurrence.

B. No Special Event Permit shall be denied, nor shall the Applicant be given less favorable consideration as to time, manner, or place based upon:

1. race, color, creed, religion, gender, domestic relationship status, sexual orientation, transgender, gender identity or gender expression, national origin, or political affiliation of the Applicant and/or the participants of the Special Event;
2. the message of the Special Event, or the identity or associational relationships of the Applicant and/or participants; or
3. any assumption or predictions as to the amount of hostility which may be aroused in the public by the content of speech or message conveyed by the Special Event, provided that reasonable accommodation as to time, manner, and place may be required in order for the City to provide the resources necessary for police, fire and emergency services to preserve and protect public health, safety and welfare.

C. A Special Event Permit is not required for:

1. Processions of vehicles operated in compliance with ordinary traffic laws or a procession of pedestrians along or upon public sidewalks, public parks, or private property; or
2. First Amendment Activity conducted entirely on sidewalks, in public parks or on private property which does not interfere with the natural flow or progress of traffic, or the use of streets, sidewalks, parks or related facilities, other previously scheduled events; or
3. Events conducted under the supervision of or with the permission of a governmental entity on property owned, leased, or operated by a governmental entity other than the City, if the event does not require the closing or rerouting of a public street, the entity employs certified peace officers to provide security for the event, and the entity adopts and provides to the City, a written plan addressing emergency services, crowd, traffic and parking control.

SECTION 3. APPLICATION FOR PERMIT

A Special Event Permit shall not be issued until a completed Special Event Permit Application has been filed with the City Manager upon the form developed by the City Manager for that purpose, together with any additional information requested, and payment of all applicable fees are received by the City.

SECTION 4. PERMIT APPLICATION REQUIREMENTS

- A. Applicant shall file a Special Event Permit Application with the City upon forms provided by the City.
- B. The Special Event Permit Application shall set forth as a minimum the following information:
 - 1. The name, address and telephone number of the Applicant and the name, address and telephone number of Applicant's designated representative if Applicant is an entity, association or organization.
 - 2. The name, address and telephone number of the Person conducting the Special Event if different from the Applicant with a written statement from the Person conducting the Special Event showing Applicant's authority to make the Special Event Permit Application.
 - 3. The name, address and telephone number of the person who will be the event representative and who will be responsible for conducting the Special Event.
 - 4. The proposed location(s) for the Special Event.
 - 5. The purpose of the Special Event.
 - 6. The date(s) and time(s) the Special Event will start and terminate.
 - 7. The time at which on-site activities in preparation for the Special Event will begin.
 - 8. The date when cleanup of the property will be complete.
 - 9. The approximate number of persons who are attending per day for the duration of Special Event.
 - 10. The number and types of animals and vehicles that are part of the Special Event.

11. The location and size of tents, awnings, canopies, food service booths, or other temporary structures shall be shown on a map.
12. Details for all signage shall be included.
13. The location and orientation of loudspeakers and any other amplification devices shall be shown on a map.
14. Details regarding food service including planned cooking.
15. Details regarding whether alcohol will be sold or allowed.
16. Details for planned amusement rides.
17. Details regarding any traffic control plan.
18. Map(s) showing streets and pedestrian ways that are impacted as well as site setup indicating all equipment that will be used by the Special Event.
19. Proof of insurance for the Special Event.
20. For Parades also include:
 - A route map.
 - Approximate number of participants and type of participants (ex. Animals, floats, etc.)
21. Express indication if the Applicant is requesting authorization to use the Entertainment Destination Center (EDC) during the Special Event, and if so, a description of the intended use of EDC common areas, including anticipated areas of alcohol consumption.
22. Any other information which the City Manager or designee find necessary.

SECTION 5. INSURANCE

All applicants, by virtue of the application, agree to indemnify and hold the City harmless from any liability as a result of their activity pursuant to the Special Event Permit. Additionally, all applicants shall procure and maintain at all times during their use of public facilities pursuant to a Special Event Permit insurance in such amounts and with such coverage as shall reasonably be required by the City and shall name the City as an additional insured on all coverage. The amounts and type of insurance required, if any, shall be determined by the City Manager, based upon the nature of the activity and the risk involved. An applicant shall provide

the City with a certificate from an insurer evidencing such coverage prior to applicant's use of the public facility, and within the time prescribed by the City Manager. The certificate shall also provide that the insurer shall give the City reasonable advance notice of insurer's intent to cancel any insurance coverage.

To avoid interference with protected rights of speech and assembly, when the permit requirements set forth herein for the issuance of a Special Event Permit require a certificate of insurance, an applicant under this ordinance shall only be required to provide insurance based upon needs directly associated with the event and not on the basis of possible disruption of the event by protestors or other persons who might be opposed to the speech or assembly. The City Manager may waive such insurance requirements in the interest of permitting protected speech and assembly to occur when an applicant provides evidence of financial inability to obtain insurance at a reasonable cost.

SECTION 6. FEES AND COSTS

- A. The Ashland Board of City Commissioners authorizes the City Manager or his designee to establish Special Event Permit Fees.
- B. Applicant shall pay all required fees with the Special Event Permit Application. Applicant shall also be required to pay all fees and costs required by other City ordinances to conduct specific activities in conjunction with or as part of a Special Event.
- C. If the City determines that a Special Event may require the special attention and involvement of City personnel or City facilities, the City shall notify the Applicant. Prior to issuance of a Special Event Permit:
 - 1. Applicant and City shall agree upon the estimated costs the City will incur specifically as a result of the Special Event and Applicant shall pay not less than 75% of the estimated costs upon receipt of the permit. After the conclusion of the event, the City will review all City costs incurred and provide to Applicant a final billing statement which shall be due and payable upon receipt. If actual costs are less than the estimate received, a refund shall be provided to Applicant; and
 - 2. Applicant shall agree in writing to pay any additional costs to the City subsequently incurred as a result of the Special Event within five (5) days of the date upon which the City informs the Applicant of the amount of such additional costs.

- D. No Special Event Permit Fee shall be charged for a First Amendment Event. An Applicant for a Special Event Permit shall pay fees for street closures to conduct specific activities in conjunction with or as part of a First Amendment Event, and any other costs, fees, etc. incurred by the City for personnel costs directly related to the First Amendment Event including Police and Streets Departments' overtime, but the amount of the fees shall not be in excess of the City's actual cost to close the street(s) for traffic control and additional personnel fees and costs. The City Manager, may, in his discretion, waive payment of costs and fees for First Amendment events if the applicant lacks the financial resources to pay the fee.

SECTION 7. TIMEFRAMES AND DEADLINES

- A. A Special Event Permit Application shall be filed no less than 45 days before the commencement of the proposed Special Event. The City Manager or his designee may consider a Special Event Application that is filed less than 45 days before the commencement of the proposed Special Event where good and compelling cause is shown.
- B. The City may issue a Special Event Permit for a First Amendment Event when the Special Event Permit Application is filed less than 45 days before the commencement of the First Amendment Event provided there is adequate time for the City to process the Application and to assure that there are adequate traffic measures in place for the orderly movement of the First Amendment Event participants and traffic. The City and the Applicant shall communicate with the police department and fire department prior to the First Amendment Event.
- C. When a timeframe or deadline established in this Section results in an Application being due on a weekend, holiday or a day the City is closed for business, the Application shall be due on the business day immediately following said weekend, holiday or closed business day.

SECTION 8. STANDARDS FOR ISSUANCE OF SPECIAL EVENT PERMIT

A Special Event Permit will be issued if the City Manager, or his designee, finds that the following standards for issuance of a Special Event Permit are met:

1. The Special Event will not unnecessarily interrupt the safe and orderly movement of traffic near its location or route.

2. The Special Event will not require the diversion of such a number of police officers to properly police the Special Event locale or line of movement and the adjacent areas as to prevent adequate police protection for the remainder of the City.
3. The concentration of people, animals, and vehicles at assembly points will not unduly interfere with proper fire and police protection or ambulance service to areas near such assembly points or the City.
4. A Parade is scheduled to move from its point of origin to its point of termination without unreasonable delays in route.
5. Other licenses and permits, restrictions, regulations, fees for the City services, safeguards or other conditions deemed necessary by individual City departments for the safe and orderly conduct of a Special Event are requested, submitted, and approved (i.e. health permit applications, agreement with police department for police coverage, agreement with public works department regarding cost associated with street closure, etc.).
6. A proper application for issuance of a Special Event Permit has been received with all necessary information and no grounds for denial of an application as hereinafter specified exist.
7. The use of amplification devices in the requested special event will not result in unreasonably loud noise in violation of the City's noise ordinance - Ordinance No. 108, Series of 2008, as amended; or if such amplification devices may result in noise levels in excess of those allowed under said ordinance, the City Manager, or his designee, finds that:
 - a. The use of amplification devices otherwise in violation of the City's Noise Ordinance within the context of the special event requested will not unduly deprive the public of safe, comfortable, convenient and peaceful enjoyment of public streets, parks, businesses or residences adjacent to the parameters of the Special Event, and
 - b. The use of amplification equipment otherwise in violation of the Ashland Noise Ordinance within the context of the Special Event requested will not unduly interfere with the usual and customary operation of a school, church or place of worship, or courthouse, and

- c. The use of amplification devices otherwise in violation of the City Noise Ordinance within the context of the Special Event requested will not unduly interfere with the conduct of another previously approved Special Event.
- 8. If the Applicant has requested authorization to use the EDC, the Applicant has submitted all information required for EDC activation, and the City Manager or their designee has approved such request in accordance with the EDC ordinance.

SECTION 9. DENIAL OR REVOCATION OF A PERMIT

- A. The City Manager, or his designee, shall deny issuance of a Special Event Permit if:
 - 1. The Special Event will conflict in time or location with another Special Event or event.
 - 2. The Applicant fails to comply with the regulations of this ordinance or any other City ordinance or any other applicable law.
 - 3. The Applicant makes or allows the making of a false or misleading statement or omission of material fact on a Special Event Application.
 - 4. The Applicant has violated this ordinance or has had a Special Event Permit revoked within the preceding twelve (12) months.
 - 5. The Applicant fails to provide proof of a license or permit required by any City ordinance or by other applicable law for the Special Event.
 - 6. The Applicant fails to provide proof that the insurance requirements for the Special Event have been met.
 - 7. The Special Event would severely hinder the delivery of normal or emergency public services or constitutes a public threat.
 - 8. The Applicant fails to timely pay any costs associated with the proposed issuance of the Special Event Permit.
- B. If the City Manager, or his designee, determines that the Special Event Permit shall be denied, the City Manager, or his designee, shall consider alternatives to the time, place or manner of the Special Event that would allow the Special Event to occur.

C. A Special Event Permit shall be revoked upon the following conditions:

1. If the police chief, fire chief, risk manager, building official or other City official, or their designated representatives, find that any of the provisions of this ordinance, another City ordinance, or other applicable law is being violated, they shall immediately notify the City Manager, or his designee, and based on that information, the City Manager, or his designee, shall determine whether the Special Event Permit shall be revoked.
2. When, in the judgment of any of the above-named City officials, a violation exists which requires immediate abatement, the City official shall have authority to revoke a Special Event Permit in the absence or unavailability of the City Manager, or his designee.
3. The Applicant made or allowed to be made a false or misleading statement or omission of material fact on a Special Event Application that was not discovered until after the Special Event Permit was issued.
4. The Applicant fails to timely pay as required any costs or fees due subsequent to the issuance of a Special Event Permit.

SECTION 10. CONDUCT OF SPECIAL EVENTS REGULATED; NON-TRANSFERABILITY OF PERMIT

Special Event Permits are applicant and place specific. No permit or conditionally approved permit application may be transferred or assigned from person to person, to another entity, or place to place. Rain dates and/or rain locations will be at the discretion of the City Manager.

SECTION 11. APPEAL

If the City Manager, or his designee, denies the issuance of a Special Event Permit, or if the City revokes an issued Special Event Permit, the Applicant shall promptly be notified in writing. Such written notice shall include the reasons for the decision to deny or revoke the Special Event Permit. The Applicant or Permittee may appeal the denial or revocation to the Board of Commissioners which shall consider any such appeal at its next regularly scheduled meeting at least seven (7) days after the receipt of the notice of an appeal.

SECTION 12.

Ordinance No. 157, Series of 2020, Ordinance No. 103, Series of 2022, and Ordinance No. 178, Series of 2022 are hereby repealed in their entirety and all other ordinances and parts of ordinances in conflict herewith, to the extent of such conflict only, are hereby repealed.

SECTION 13.

This ordinance shall be in full force and effect from and after its adoption, readoption and publication, as required by law.

MAYOR

ATTEST:

CITY CLERK

ADOPTED BY THE BOARD OF COMMISSIONERS _____
READOPTED BY THE BOARD OF COMMISSIONERS _____
PUBLISHED _____

REQUESTED/SPONSORED BY: ANDREW K. WHEELER
 CORPORATION COUNSEL

ORDINANCE NO. _____, 2025

AN ORDINANCE OF THE CITY OF ASHLAND,
KENTUCKY, AMENDING SECTION 2 OF ORDINANCE
NO. 80, SERIES OF 2022, AMENDING THE LANGUAGE
OF THE ENTERTAINMENT DESTINATION CENTER IN
THE DOWNTOWN OF THE CITY OF ASHLAND.

* * * *

WHEREAS, the City created an Entertainment Destination Center (“EDC”) within its downtown for which it shall obtain a license from the Kentucky Department of Alcoholic Beverage Control; and

WHEREAS, the City seeks to modify the established requirements for a license to sell alcoholic beverages within the common area of the EDC;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF ASHLAND, KENTUCKY:

SECTION 1. That Section 2 of Ordinance No. 80, series of 2022, being an ordinance entitled, "AN ORDINANCE OF THE CITY OF ASHLAND, KENTUCKY, ESTABLISHING AN ENTERTAINMENT DESTINATION CENTER IN THE DOWNTOWN OF THE CITY OF ASHLAND; AND DIRECTING THE CITY OF ASHLAND TO APPLY FOR AN ENTERTAINMENT DESTINATION CENTER LICENSE FROM THE KENTUCKY DEPARTMENT OF ALCOHOLIC BEVERAGE CONTROL; AND FURTHER ESTABLISHING THE REQUIREMENTS FOR A LICENSEE TO SELL ALCOHOLIC BEVERAGES WITHIN THE COMMON AREAS OF THE ENTERTAINMENT DESTINATION CENTER,” which is commonly known and referred to as the "EDC Ordinance" of the City of Ashland, be and said section thereof is hereby amended as follows, such amendments shown by a single broken line through all deleted language and by underscoring all newly inserted language:

SECTION 2. LICENSING

- (a) The City of Ashland, Kentucky shall apply for an EDC license and ~~Michael S. Graese~~, the City Manager, or their designee, is authorized to do all this and to execute all documents on behalf of the City of Ashland as a part of the application and licensing process.
- (b) Each business that is located within the EDC shall hold the necessary alcoholic beverage license or licenses for such sales from its premises. A Licensee within or adjoining the EDC may sell alcoholic beverages from one or more non-permanent locations within any common area within the EDC if the Licensee holds a supplemental bar license for each non-permanent

location and the Licensee holds written permission for these sales in accordance with this ordinance and in the manner required by the City.

- (c) Written permission may be granted by the City Manager after a determination that the requirements listed in this ordinance and 804 KAR 4:370 have been met. If permission is denied by the City Manager for sale in a common area, the Licensee may file an appeal of the decision to the Board of Commissioners who will conduct a hearing following the appeal whether to uphold or overturn the decision of the City Manager.
- (d) During events for which a special event permit has been issued by the City of Ashland pursuant to Ordinance No. ~~157~~ _____, Series of ~~2020~~ 2025, and for which the special event permit applicant has expressly requested authorization to use the EDC and such request has been approved in writing by the City Manager or their designee, patrons may leave the premises of Licensees located within the EDC with alcoholic beverage drinks and consume those drinks in any EDC common area or at other licensed premises within the EDC if permitted by the Licensee and if the City:
 - (1) Possesses the common area by deed, lease, or permit;
 - (2) Provides adequate security for the common area;
 - (3) Ensures that the public streets are controlled in a manner that ensures public safety and pedestrian protection from vehicular traffic;
 - (4) Has granted written permission from the City Manager for the conduct to participating Licensees per Section 2 of this Ordinance;
 - (5) Determines all special event permits and other licenses, fees or permits required by the City have been approved;
 - (6) Prohibits patrons from taking alcoholic beverages outside the physical boundaries of the EDC; and
 - (7) Requires any drinks that are removed from the licensed premises for authorized consumption within the EDC shall be in cups previously approved by the City of Ashland Alcoholic Beverage Control Administrator.
- (e) Nothing in this ordinance shall be construed to authorize noncompliance with any law governing vehicle-related open container restrictions or any other state statute or local ordinance or policy.

SECTION 2. All ordinances and parts of ordinances in conflict herewith, to the extent of such conflict only, are hereby repealed.

SECTION 3. This ordinance shall be in full force and effect from and after its adoption, readoption and publication, as required by law.

MAYOR

ATTEST:

CITY CLERK

ADOPTED BY THE BOARD OF COMMISSIONERS
READOPTED BY THE BOARD OF COMMISSIONERS
PUBLISHED

REQUESTED/SPONSORED BY: ANDREW K. WHEELER
CORPORATION COUNSEL

AGENDA ITEM: _____

DATE: _____

**CITY OF ASHLAND
REQUEST FOR COMMISSION ACTION (RCA)**

Date Submitted: 11/24/25	Date Requested: 12/11/25
Type of Action Requested	Subject
☐ Resolution ☐ Ordinance ☐ Formal Action/Motion ☐ Public Hearing ☒ Consent Agenda	Ferry Street and Pollard Road Sidewalk Replacement

RECOMMENDATION:

The Department of Community and Economic Development requests to award the bid for sidewalk replacement on Ferry Street and Pollard Road to Cosby Construction in the amount of \$158,116.

DISCUSSION:

Ferry Street and Pollard Road are located in Block Group 3 of Census Tract 308, which is 53.7% LMI. CDBG funds can be used for sidewalks when they are located within neighborhoods/service areas that are at least 51% LMI. Therefore, these sidewalks are eligible.

FISCAL IMPACT:

This project is paid from the CDBG Fund.

Current Budget	Pending Budget Adjustment	Total Budget
\$100,000	\$50,000	\$150,000

Reviewed by
Finance Director: _____

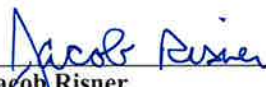
Reviewed by
Legal: _____

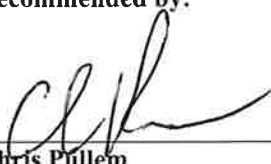
ALTERNATIVES:

Prepared by:

Recommended by:

Approved by:


Jacob Risner
Grant Administrator


Chris Pullem
CED Director

Tony Grubb
City Manager



City of Ashland
Department of Finance
P.O. Box 1839
Ashland, KY 41105-1839
(606)-327-2009

BUDGET ADJUSTMENT FORM

Reason for adjustment request: This adjustment reflects PY25 Annual Action Plan Substantial Amendment 1.

Adjustment From:

Account	Fund	Amount
Homeowner Rehabilitation	CDBG	52,113
Hope's Place	CDBG	25,120
	Total	77,233

Adjustment To:

Contingency (General CDBG)	CDBG	1,167
Contingency (CDBG Activities)	CDBG	1,243
Safe Harbor	CDBG	50,500
Kings Daughters and Sons	CDBG	39,947
Ashland Senior Center	CDBG	136,422
CAReS	CDBG	39,088
Business Loans	CDBG	50,000
Slum/Blight	CDBG	85,257
Salvation Army Rehabilitation	CDBG	75,000
Sidewalk Program	CDBG	50,000
	Total	528,624

Budget adjustments must be approved by the Commission if it changes the budget ordinance.

Nicolaus Pinner
Requested By

[Signature]
Department Head

Chief Financial Officer

City Manager

10-24-25
Date

10-29-25
Date

Date

Date

unit prices for measured in-place quantities:

1. Unit Prices

Item No.	Description	Estimated Quantity	Unit	Unit Cost	Total Cost
1	MOBILIZATION	1	LUMP	—	2,000
2	EROSION AND WATER POLLUTION CONTROL	1	LUMP	—	1,700
3	CLEANING AND RESTORATION	1	Lump	—	1,200
4	Ferry Street: CURBWALK (INCLUDING REMOVAL AND REINSTALLATION, DISPOSAL, FINISHING, FORMWORK, MATERIALS, LABOR, AND ALL OTHER APPURTENANCES)	6,792	SQFT	18.50	125,652
5	Ferry Street: 6" DRIVEWAY ENTRANCE (INCLUDING REMOVAL AND REINSTALLATION, DISPOSAL, FINISHING, FORMWORK, MATERIALS, LABOR, AND ALL OTHER APPURTENANCES)	1,088	SQFT	19.50	21,216
6	Ferry Street: DETECTABLE WARNING (INCLUDING COST OF PAD, MOUNTING EQUIPMENT, LABOR FOR SURFACE MOUNT OR WET CONCRETE MOUNT, AND ALL OTHER APPURTENANCES)	7	EACH	400	2,800

7	Pollard Road: CURBWALK (INCLUDING REMOVAL AND REINSTALLATION, DISPOSAL, FINISHING, FORMWORK, MATERIALS, LABOR, AND ALL OTHER APPURTENANCES)	208	SQFT	16	3,328
8	Pollard Road: SIDEWALK (INCLUDING REMOVAL AND REINSTALLATION, DISPOSAL, FINISHING, FORMWORK, MATERIALS, LABOR, AND ALL OTHER APPURTENANCES)	28	SQFT	15	420
TOTAL AMOUNT OF BID IN NUMBERS:				158,116	
TOTAL AMOUNT OF BID IN WORDS: One hundred fifty eight thousand one hundred sixteen					

c. Bidder acknowledges that:

1. Each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and
2. Estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 4-TIME OF COMPLETION

- 4.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 4.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 5-BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

5.01 Bid Acceptance Period

- A. This Bid will remain subject to acceptance for 90 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

5.02 Instructions to Bidders

- A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

5.03 *Receipt of Addenda*

A. Bidder hereby acknowledges receipt of the following Addenda: **[Bidder is to complete table]**

Addendum Number	Addendum Date

NOTE TO BIDDER: Failure to complete all items on this page may cause rejection of your bid.

**CONTRACTOR'S CERTIFICATION ON
FEDERAL CONTRACT REQUIREMENTS**

I hereby certify that I have reviewed the federal construction contract-related requirements imposed on the Contractor(s) of Federally funded construction projects and fully understand all my obligations if the project is awarded to me.

Project Name:

Location: Ashland, Kentucky

Amount of Bid: \$ 158,116.⁰⁰

Cosby Construction

Name of Bidder

Shawn Cosby - Owner

Print Name and Title

981 29th Street

Street Address

Ashland, KY 41101

City, State Zip Code

Shawn Cosby

Signature

SECTION 00060

STATEMENT OF COMPLIANCE WITH NON-DISCRIMINATION REGULATIONS

The undersigned, as bidder, certifies that he/she and his/her company will not discriminate against any person regarding age, sex, race, religion, national origin or creed, in accordance with the President's Executive Order Numbers 11246 and 11375 and other appropriate Federal, Commonwealth of Kentucky and City of Ashland Rules, Regulations and Ordinances in effect at the time of bidding the particular goods or services called for in these Bid Documents.

The bidder also certifies that they do not and will not maintain or provide for their employees any facilities that are segregated and that they will make positive effort to use small and minority owned businesses in the performance of this contract.

COMPANY NAME Cosby Construction
SIGNED Shawn Cosby
TITLE Owner
DATE 11-20-2025

END OF SECTION 00060

00060 STATEMENT OF COMPLIANCE WITH NON-DISCRIMINATION REGULATIONS - 1

SECTION 00040

STATEMENT OF BIDDER'S QUALIFICATIONS

All questions shall be answered or the bid document may be declared incomplete. All data given shall be clear and comprehensive. This statement shall be notarized. If necessary, questions may be answered on separate sheets. The bidder shall submit any additional information desired.

1. Name of Bidder. Cosby Construction
2. Permanent main office address. 981 29th SE Ashland, KY 41101
3. When organized? 2010
4. If a corporation, where incorporated. N/A
5. How many years have you been engaged in operation of your business under your present firm or trade name? 15
6. Contracts on hand. (Schedule these, showing amounts of each contract, the appropriate anticipated dates of completion and contact information for references.)
City of Ashland \$280,716.00
7. General character of work performed by your company. (Sales, parts, service, etc.) Concrete
8. Have you ever failed to complete any job awarded to you? If so, indicate where and why? NO
9. Have you ever defaulted on a contract? If so, indicate where and why? NO
10. List the more important projects completed by your firm, stating the approximate cost for each, the month and year completed and contact information for references.
11. List your major equipment available for this work. Excavator, Dump Truck, Skidsteer
12. Experience in work similar in importance to this project.
City of Ashland Sidewalk replacement
13. Background and experience of the principal members of your organization, including the officers in this type work. Construction / Concrete
14. Credit available: \$ 50,000
15. Give bank reference: Kentucky Farmers Bank
16. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the City of Ashland? Yes

BIDDER hereby submits this Bid as set forth above:

Bidder:

Cosby Construction
(typed or printed name of organization)

By:

Name:

Shawn Cosby
(individual's signature)
(typed or printed)

Title:

Owner
(typed or printed)

Date:

11-20-2025
(typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest:

Name:

Title:

Date:

(individual's signature)

(typed or printed)

(typed or printed)

(typed or printed)

Address for giving notices:

981 29th St Ashland, KY 41101

Bidder's Contact:

Name:

Title:

Phone:

Email:

Address:

Shawn Cosby
(typed or printed)
Owner
(typed or printed)

606-393-1795

office.cosbyco@gmail.com

981 29th St Ashland, KY 41101

Bidder's Contractor License No.: (if applicable)

17. The undersigned hereby authorizes and requests any person, firm or corporation to furnish any information required by the City of Ashland in verification of the statements made comprising this Statement of Bidder's Qualifications. Dated on this 20th day of November, of this year 2025

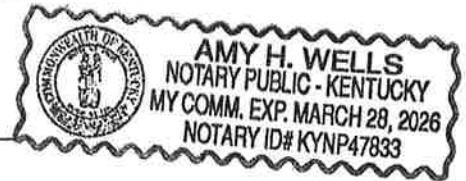
Cosby Construction
NAME OF BIDDER

Shawn Cosby
BY

Owner
TITLE

STATE OF Kentucky
COUNTY OF Boyd SS.

Shawn Cosby being duly sworn deposes and
says that he is Owner of
Cosby Construction
(NAME OF ORGANIZATION)



and that the answers to the foregoing questions and all statements contained therein are true and correct.

Subscribed and sworn to before me this 20th day of November, of this year 2025

Shawn Cosby (NOTARY PUBLIC) Amy Hazel M. B.M.

My Commission expires March 28, 2026

END OF SECTION 00040

00040 STATEMENT OF BIDDERS QUALIFICATIONS -2

SECTION 00050

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF Kentucky COUNTY OF Boyd
Shawn Cosby being first duly sworn, deposes and says that:

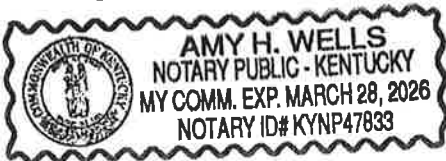
(1) He or She is owner
(OWNER, PARTNER, REPRESENTATIVE OR AGENT)
of Cosby Construction the bidder that has
submitted the attached bid;

(2) He or She is fully informed respecting the preparation and contents of the attached
Bid and of all pertinent circumstances respecting such Bid:

(3) Such Bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents or
representatives, employees or parties in interest, including the affinity has in any way colluded
conspired, connived or agree, directly or indirectly with any other Bidder, firm, or person to
submit a collusive or sham Bid in connection with such Contract, or has in any manner, directly
or indirectly, sought by agreement or collusion or communication or conference with any other
Bidder, firm, or person to fix the price or prices in the attached Bid or of any other Bidder, or to
fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or
to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage
against the City of Ashland or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted
by any collusion, conspiracy connivance or unlawful agreement on the part of the Bidder or any
of its agents, representatives, owners, employees or parties, including this affiant.



SIGNED Shawn Cosby
TITLE Owner

Subscribed and sworn to before me this 20th day of November, of this year 2025

Angela M Branch manager
(NAME) (TITLE)

MY COMMISSION EXPIRES: March 28, 2026

END OF SECTION 00050

00050 NON-COLLUSION AFFIDAVIT OF PRIME BIDDER - 1

SECTION 00140

FERRY STREET AND POLLARD ROAD SIDEWALK PROJECT

BID FORM FOR CONSTRUCTION CONTRACT

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 1-OWNER AND BIDDER

- 1.01 This Bid is submitted to: **City of Ashland, 1700 Greenup Avenue, Ashland, KY 41101.**
- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2-ATTACHMENTS TO THIS BID

- 2.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security (**10 Percent of Total Bid Amount**);
 - B. Statement of Bidder's Qualifications with supporting data;
 - C. Non-Collusion Affidavit of Prime Bidder;
 - D. Statement of Compliance with Non-Discrimination Regulations;
 - E. Statement of Responsibility for Damage, Claims, Etc.;
 - F. Contractor's Certification on Federal Contract Requirements;
 - G. Certification Regarding Debarment and Suspension;
 - H. False Claims Act;
 - I. Certification of Bidder Regarding Non-Segregated Facilities;
 - J. Byrd Anti-Lobbying Amendment Certification;
 - K. Certification Regarding Drug-Free Workplace Requirements
 - L. Evidence of authority to do business in the City of Ashland (Business License); or a written covenant to obtain such authority within the time for award of contract (Application for Business Privilege and Occupational License Fee form completed);

ARTICLE 3-BASIS OF BID-UNIT PRICE BID

- 3.01 *Unit Price Bids*
- A. Comparison of Bids will be based on the total amount of the Bid submitted.
 - B. Bidder will complete the Work in accordance with the Contract Documents for the following

and American Society of Civil Engineers. All rights reserved.

ARTICLE 6-BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

6.01 *Bidder's Representations*

A. In submitting this Bid, Bidder represents the following:

1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site, if any, that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's {Contractor's} safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

6.02 Bidder's Certifications

A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
 - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
 - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
 - c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
 - d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

EJCDc- C-410, Bid Form for Construction Contract.

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The grantee certifies that it will provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing a drug-free awareness program to inform employees about—
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after each conviction;
- (e) Notifying the agency within ten days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction;
- (f) Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted—
 - (1) Taking appropriate personnel action against such an employee, up to and including termination; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

Shawn Cosby - Owner
Typed Name and Title of Certification Official

Shawn Cosby
Signature

11-20-2025
Date

BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION

For all orders above the limit prescribed in 2 CFR 200 – Appendix II (currently \$100,000), the Offeror must complete and sign the following:

The following certification and disclosure regarding payments to influence certain federal transactions are made per the provisions contained in 2 CFR 200 – Appendix II and 31 U.S.C. 1352, the “Byrd Anti-Lobbying Amendment.”

(a) 2 CFR 200 – Appendix II, “Contract Provisions for Non-Federal Entity Contracts Under Federal Awards” is hereby incorporated by reference into this certification

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that:

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$150,000 shall certify and disclose accordingly.

(c) This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person making an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

SIGNATURE: _____

COMPANY NAME: _____

DATE: _____

Certification Regarding Debarment and Suspension

Certification A: Certification Regarding Debarment, Suspension and Other Responsibility Matters – Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief that its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal debarment or agency;

b. 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 statement, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statement in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Certification (A)

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was in place when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

U.S. Department of Housing and Urban Development

4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded**, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of these regulations.

6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines this eligibility of its principals. Each participant may, but is not required to, check the Non-procurement list.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph (6) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification B: Certification Regarding Debarment, Suspension, Ineligible and Voluntary Exclusion – Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to testify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Certification (B)

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become by reason of changed circumstances.

4. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded**, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of these regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into a lower tier transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement list.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a lower covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies including suspension and/or debarment.

Applicant	Shawn Cosby	Date	11-20-2008
Signature of Authorized Certifying Official	Cosby Construction	Title	11-20-2025
			Owner

CERTIFICATION OF BIDDER REGARDING NON-SEGREGATED FACILITIES

(To Be Executed by Bidder and Submitted with Bid)

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The bidder's attention is called to the clause entitled Equal Employment Opportunity of the General Conditions of the Contract for Construction.

"Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

By the submission of this bid, the bidder certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The bidder agrees that a breach of this certification is a violation of the Equal Employment Opportunity clause in the contract.

The bidder further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) prior to entering into subcontracts which exceed \$10,000 and are not exempt from the requirements of the Equal Employment Opportunity clause, it will obtain identical certifications from the proposed subcontractors; retain the certifications in its files; and forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

Notice to Prospective Subcontractors of Requirement for Certifications of Non-segregated Facilities

A Certification of Non-segregated Facilities must be submitted before the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Employment Opportunity clause of the prime contract. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

User Acknowledgement and Certification:

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.

Shawn Cosby

Authorized Applicant Name
(Print Full Name)

Shawn Cosby

Authorized Applicant Signature

11-20-2025

Date

False Claims Act, 31 U.S.C. §§ 3729-3733

**Project funded by the
Department of Housing & Urban Development**

(To Be Executed by Bidder and Submitted with Bid)

False Claims Statement: U.S. Code, Title 31, Section 3729, False Claims, provides a civil penalty of not less than \$5,000 and not more than \$10,000, **plus 3 times the amount of damages** for any person who knowingly presents, or causes to be presented, a false or fraudulent claim; or who knowingly makes, or caused to be used, a false record or statement; or conspires to defraud the Government by getting a false or fraudulent claim allowed or paid.

DHS will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

User Acknowledgement and Certification:

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.

Shawn Cosby

**Authorized Applicant Name
(Print Full Name)**

Shawn Cosby

Authorized Applicant Signature

11-20-2025

Date

SECTION 00070

STATEMENT OF RESPONSIBILITY FOR DAMAGE, CLAIMS, ETC.

The Contractor shall indemnify and save harmless the City, the Engineer and sub consultants and all of their officers, agents and employees, from all claims, damages, losses and expenses including attorneys' fees of any character, name and description brought for, or on account of any injuries or damages received or sustained by any person, persons, or property by or from the said Contractor or by or in consequence of any neglect in safeguarding the Work or through the use of unacceptable materials used on construction or by or on account of any claims or amounts recovered from any infringement of patent, trademark or copyright, or from any claims or amounts arising or recovered under any law, ordinance, order, or decree, and so much of the money due the said Contractor under and by virtue of his Contract as shall be considered necessary by the City, or in case no money is due, his surety shall be held until such suit or suits, action or actions, claim or claims for injuries or damages as aforesaid, shall have been settled and suitable evidence to that effect furnished to the City. Contractor shall purchase public liability, workers compensation and automobile liability insurance, for the City's protection.

In any and all claims against the City or the Engineer, or any of their agents or employees, by any employee of the Contractor, and subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under Workmen's Compensation acts, disability benefit acts or other employee benefit acts.

The obligation of the Contractor under this paragraph shall not extend to the liability of the Engineer, his agents or employees arising out of the preparation or approval of maps, Drawings, opinions, reports, surveys, Change Orders, designs or Specifications.

Gosby Construction
COMPANY NAME

Shawn Corj
SIGNED

Owner
TITLE

11-20-25
DATE

END OF SECTION 00070

00070 STATEMENT OF RESPONSIBILITY FOR DAMAGES, CLAIMS, ETC. - 1

BID BOND (PENAL SUM FORM)

Bidder Name: Cosby Construction, LLC Address (principal place of business): 981 29th Street Ashland, KY 41101	Surety Name: Old Republic Insurance Company Address (principal place of business): 631 Excel Drive, Suite 200 Mt. Pleasant, PA 15666
Owner Name: City of Ashland Address (principal place of business): 1700 Greenup Avenue Ashland, KY 41101	Bid Project (name and location): FERRY STREET AND POLLARD ROAD SIDEWALK REPLACEMENT PROJECT Bid Due Date: November 20, 2025
Bond Penal Sum: 10% Ten Percent of Amount Bid Date of Bond: November 20, 2025	
Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.	
Bidder Cosby Construction, LLC (Full formal name of Bidder) By: <u>Shawn Cosby</u> (Signature) Name: <u>Shawn Cosby</u> (Printed or typed) Title: <u>Owner</u> Attest: <u>[Signature]</u> (Signature) Name: <u>Carrie Pittman</u> (Printed or typed) Title: <u>Office Manager</u>	Surety Old Republic Insurance Company (Full formal name of Surety) (corporate seal required) By: <u>Todd A. Stein</u> (Signature) (Attach Power of Attorney) Name: <u>Todd A. Stein</u> (Printed or typed) Title: <u>Attorney-In-Fact</u> Attest: <u>Grace DelGiudice</u> (Signature) Name: <u>Grace DelGiudice</u> (Printed or typed) Title: <u>Account Executive, Surety</u>
Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.	



1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation will be null and void if:
 - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2. All Bids are rejected by Owner, or
 - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.



OLD REPUBLIC INSURANCE COMPANY

POWER OF ATTORNEY

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

Todd A. Stein

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the Company as surety, to execute and deliver and affix the seal of the Company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS

Principal: Cosby Construction, LLC

Obligee: City of Ashland

and to bind OLD REPUBLIC INSURANCE COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a meeting held on December 10, 2019. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC INSURANCE COMPANY on December 10, 2019.

RESOLVED FURTHER, that the chairman, president or any vice president of the Company's surety division, in conjunction with the secretary or any assistant secretary of the Company, be and hereby are authorized and directed to execute and deliver, to such persons as such officers of the Company may deem appropriate, Powers of Attorney in the form presented to and attached to the minutes of this meeting, authorizing such persons to execute and deliver and affix the seal of the Company to bonds, undertakings, recognizances, and suretyship obligations of all kinds, other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and not guaranty bonds. The said officers may revoke any Power of Attorney previously granted to any such person.

RESOLVED FURTHER that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

(i) when signed by chairmen, president or any vice president of the Company's surety division and attested and sealed (if a seal be required) by any secretary or assistant secretary; or

(ii) when signed by a duly authorized Attorney-in-Fact and sealed with the seal of the Company (if a seal be required).

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

IN WITNESS WHEREOF, OLD REPUBLIC INSURANCE COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 20th day of September, 2022.

Karen J. Haffner
Assistant Secretary



OLD REPUBLIC INSURANCE COMPANY

Alan Pavlic
Vice President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 20th day of September, 2022, personally came before me, Alan Pavlic and Karen J. Haffner, to me known to be the individuals and officers of the OLD REPUBLIC INSURANCE COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said organization.



Kathryn R. Pearson
Notary Public

My Commission Expires: September 28, 2026

CERTIFICATE

(Expiration of notary's commission does not invalidate this instrument)

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



Signed and sealed at the City of Brookfield, WI this 20th day of November, 2025

Karen J. Haffner
Assistant Secretary



ANDY BESHEAR
GOVERNOR
DEPARTMENT OF INSURANCE
CERTIFICATE OF AUTHORITY
Amended

Satisfactory evidence has been furnished to me showing that **Old Republic Insurance Company** organized in the State of **Pennsylvania**, and having its principal office at **Mt Pleasant, PA**, is in sound and solvent condition, and has fully complied with all the provisions of the Insurance Laws of the Commonwealth of Kentucky that are applicable thereto. Now, therefore, on behalf of the Department of Insurance of the Commonwealth of Kentucky, I do hereby authorize the said insurance company to transact the business of

Property, Surety, Casualty (limited to vehicle, liability, workers' compensation & employer's liability, burglary & theft, glass, boiler & machinery, credit, automobile guaranty), Marine & Transportation Insurance

in this Commonwealth for the period beginning on the date shown below and to continue in force as long as the insurer is entitled thereto.



Sharon P. Clark

Commissioner, Department of Insurance

This Certificate of Authority shall, at all times, be the property of the Commonwealth of Kentucky, and upon any expiration, suspension, revocation, or termination thereof, the insurer shall promptly deliver this Certificate to the Department of Insurance.

CERTIFICATE NO: 25-0410420

DATE: 07/31/2020

EFFECTIVE DATE: 07/31/2020

OLD REPUBLIC INSURANCE COMPANY
OF MT. PLEASANT, PENNSYLVANIA

STATUTORY FINANCIAL STATEMENT AS OF DECEMBER 31, 2024

ADMITTED ASSETS

Bonds	\$2,453,673,474
Common stocks	565,874,958
Cash, cash equivalents and short-term investments	163,642,536
Receivable for securities	0
Bonds, short-term investments and cash held under retrospective rating agreements	186,816,584
Premiums and considerations – uncollected premiums and agents' balances in the course of collection	784,339,389
Deferred premiums, agents' balances and installments booked but deferred and not yet due	7,721,924
Accrued retrospective premiums	221,993
Funds held by or deposited with reinsured companies	821,389
Other amounts receivable under reinsurance contracts	955,961
Amounts recoverable from reinsurers	163,559,250
Electronic data processing equipment and software	406,517
Investment income due and accrued	26,421,077
Current federal and foreign income tax recoverable and interest	1,228,974
Receivables from parent, subsidiaries and affiliates	33,486,892
Other assets	4,833,206
TOTAL ADMITTED ASSETS	<u>\$4,394,004,124</u>

LIABILITIES AND SURPLUS

Losses	\$1,229,821,598
Reinsurance payable on paid losses and loss adjustment expenses	15,341,385
Loss adjustment expenses	211,024,737
Commissions payable, contingent commissions and other similar charges	9,320,486
Other expenses (excluding taxes, licenses and fees)	29,624,639
Taxes, licenses and fees (excluding federal income taxes)	59,948,051
Current federal income taxes	0
Net deferred tax liability	17,483,036
Unearned premiums	357,274,860
Dividends declared and unpaid - policyholders	0
Advance premium	136,048
Ceded reinsurance premiums payable (net of ceding commissions)	624,792,449
Funds held by company under reinsurance treaties	103,123,318
Amounts withheld or retained by company for account of others	210,127,614
Remittances and items not allocated	44,503,076
Provision for reinsurance	55,901,076
Payable to parent, subsidiaries and affiliates	3,893,933
Other liabilities	13,599,745
TOTAL LIABILITIES	<u>\$2,985,916,041</u>
Common capital stock	3,800,004
Surplus notes	155,000,000
Gross paid in and contributed surplus	103,869,422
Unassigned funds (surplus)	1,145,418,657
SURPLUS AS REGARDS POLICYHOLDERS	<u>\$1,408,088,083</u>
TOTAL LIABILITIES AND SURPLUS	<u>\$4,394,004,124</u>

Securities carried at \$480,955,858 are deposited with States or Other Authorities as required by law.

STATE OF WISCONSIN)

)SS

COUNTY OF WAUKESHA)

Alan P. Pavlic, Vice President, and Kevin J. Abitz, Vice President of Old Republic Insurance Company of Mt. Pleasant, Pennsylvania being duly sworn, each for himself, deposes and says that they are the above described officers of the said company, and that on the 31st day of December, 2024, the company was actually possessed of the assets set forth in the foregoing statement and that such assets were available for the payment of losses and claims and held for the protection of its policyholders and creditors, except as here-in-before indicated, and that the foregoing statement is a correct exhibit of such assets and liabilities of the said company on the 31st day of December, 2024, according to the best of their information, knowledge and belief, respectively.

Alan P. Pavlic, Vice President

Kevin J. Abitz, Vice President

Sworn to and subscribed before me this 12th day of March, 2025.

Notary Public, State of Wisconsin

My Commission expires: August 23, 2028





Ferry Street and Pollard Road Sidewalk Project

Advertisement, Bid Documents,

Contract Documents, and Technical Specifications

City of Ashland, Kentucky

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PART1

ADVERTISEMENT FOR BIDS
INFORMATION FOR BIDDERS
INSTRUCTIONS FOR BIDDERS

Sealed bids will be received by the City of Ashland, Kentucky on the following item(s):

FERRY STREET AND POLLARD ROAD SIDEWALK REPLACEMENT PROJECT

The scope of work is replacement of sidewalk segments, curb segments, and other sidewalk components, including approximately 7,000 SQ FT of curbside; 1,088 SQ FT of 6" driveway entrance concrete; 28 SQ FT of sidewalk, detectable warning pads, and all other necessary labor and materials as directed.

This project is funded by the U.S. Department of Housing and Urban Development's Community Development Block Grant. Contractors and subcontractors must adhere to Davis-Bacon Act wage regulations.

Specifications may be obtained from Jacob Risner, Program and Grant Administrator, at jrisner@ashlandky.gov; (606) 268-0541; or during regular business hours at the Ashland City Building, Room 208, 1700 Greenup Avenue, Ashland, KY 41101. Questions must be submitted in writing and emailed to jrisner@ashlandky.gov at least five days prior to the bid date.

Bids will be received until 3:00 p.m. on Thursday, November 20, 2025 in the City Clerk's Office, Room 403, 1700 Greenup Avenue, Ashland, KY 41101. Bids will be opened and read publicly at 3:05 p.m. on Thursday, November 20, 2025 in the Commissioners' Chambers, Room 308, 1700 Greenup Avenue, Ashland, KY 41101.

SECTION 00020

INFORMATION FOR BIDDERS

The Contractor shall file all notices required by, and comply with, all applicable federal, state, or local laws, ordinances, codes, regulations and guidelines and shall at his own expense secure and pay the fees or charges for all permits required for the performance of the Contract work.

The Contractor shall be responsible for all damages to persons or property that occurs as a result of his fault or negligence in connection with the prosecution of the work and shall be responsible for the proper care and protection of all work performed until full completion and final acceptance by the City of Ashland. Machinery, equipment and all hazards shall be guarded in accordance with the safety provisions of the "Manual of Accident Prevention in Construction", published by the Associated General Contractors of America, Inc. to the extent that such provisions are not in conflict with applicable local laws.

During the performance of this contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. No officer, employee or member of the governing body of the City of Ashland who exercises any function or responsibility in connection with the carrying out of this project shall have any private interest, direct or indirect, with this contract.

The City of Ashland shall have the right to inspect the work at all times and at the completion thereof.

The work, which the Contractor is required to perform under this contract, shall be started within 15 calendar days of Notice To Proceed.

The project must be Substantially Complete within **60 calendar days** of Notice To Proceed and ready for final payment within **90 calendar days** of Notice To Proceed.

Contractor and Owner recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified above, plus any extensions thereof allowed in accordance with General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by the Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not for penalty), Contractor shall pay Owner **\$500.00** for each day that expires after the time specified for completion.

Progress payments must not exceed 90% of work complete and materials stored to date.

Progress payments may be submitted and paid no more frequently than monthly.

The City of Ashland may terminate this agreement at any time, without liability except for payment of amounts to which it reasonably believes the Contractor is properly entitled. If the City believes, the Contractor has not fully satisfied any of the terms and conditions, no payment shall be made. In the event of such termination, the Contractor shall immediately cease work and shall evacuate the premises without order of any court.

The foregoing specifications shall be made a part of the contract as fully as if written in words or figures therein and shall be made a part of this contract.

Each prospective bidder shall return all forms, bid bond, and documents required in the bid package which includes their bid. All forms within the bid packet must be fully completed. Failure to provide all of the information can result in the bid being considered as non-responsive. In addition, failure to provide a performance bond within 10 calendar days after notice of the award will result in forfeiture of the bid bond or certified check.

All work performed under these specifications shall be approved by the City of Ashland's Engineering and Utilities Director before payment is made. Invoices submitted for payment shall be checked by the City's engineering division. Upon approval from the Board of Commissioners, payment shall be made within thirty (30) days. All partial progress invoices are subject to 10% retainage.

Any questions as to these specifications shall be addressed to Jacob Risner, Program and Grant Administrator. The signature of the bidder or his authorized representative shall be considered as in acceptance and compliance with all terms and conditions contained and set out in this bid package.

END OF SECTION 00020

SECTION 00030

INSTRUCTIONS FOR BIDDERS

FAILURE TO COMPLY WITH THESE REGULATIONS COULD RESULT IN REJECTION OF THE BID.

1. All bids shall be accompanied by a **BID BOND** or **CERTIFIED CHECK** in the amount of ten (10%) of the bid, in favor of the City of Ashland. Bonds shall be issued by a responsible surety company licensed to do business in the Commonwealth of Kentucky. Certified checks shall be made payable to the **CITY OF ASHLAND**. Failure to comply with this requirement **SHALL** result in the rejection of the bid.

The checks and bonds of the unsuccessful bidders shall be returned as soon as practical after the award of the contracts.

Successful bidders will be required to furnish contract surety in the form of a **PERFORMANCE BOND** and **PAYMENT BOND** in an amount equal to one hundred (100%) percent of the total amount of the contract. If the bid is accepted, a contract shall be entered into and the performance bond and payment bond secured **within ten (10) days after written notice of acceptance is sent**.

2. Bids shall be made out and signed in the corporate or other name of the bidder and shall be fully executed by an authorized person.
3. Bids shall be submitted on the Bid Forms contained within the bid packet. Bid forms shall not be altered in any way. Alternate bids will not be accepted unless called for in the bid. Should the bidder desire to submit two or more bids for the same project, each bid shall be submitted separately and thus completely independent of each other. If a bidder is unable to bid on a particular item, write "No Bid" on that line.
4. Bids received later than the time and date specified will not be considered. Also, amendments to or withdrawals of bids received later than the time and date set for the bid opening will not be considered. Bids received after the bid opening shall not be considered and will be returned unopened to the bidder.
5. The forms, bid bond and documents required in the bid packet, including the completed bid form, shall be submitted in an enclosed SEALED envelope with the bidder's name and address in the upper left-hand corner.

All bids shall be marked "SEALED BID" with the date and hour of the bid opening and the specific material or service bid is to be placed on the outside of the envelope in the lower left-hand corner. All bids shall be addressed to the CITY CLERK, City of Ashland, 1700 Greenup Avenue, P. O. Box 1839, Room# 403, Ashland, Kentucky 41105-1839.

6. Bidders or their representatives may be present at the bid opening.
7. The Director of Engineering reserves the right to amend and/or cancel the bid invitation prior to the time and date of the bid opening.

8. The Director of Engineering reserves the right to correct any award erroneously made as a result of a clerical error on the part of the City of Ashland.
9. Bids received sealed with any kind of **TAPE** shall not be accepted. To be considered, all bids shall be **SEALED**.
10. The City of Ashland reserves the right to hold all bids for a period of ninety (90) days from the date of the bid opening.
11. All prices for material, equipment, supplies, apparatus, etc., shall be F.O.B., Ashland, Kentucky at the designated places of delivery.
12. Prospective bidders shall comply with the President's Executive Order No's. 11246 and 11375 which prohibit discrimination in employment regarding race, creed, color, sex or national origin, Title VI of the Civil Rights Act of 1964, the Anti-Kickback Act, Contract Work Hours Standards Act, 40CFR 35.936 F, and all other appropriate Federal, Commonwealth of Kentucky and City of Ashland Rules, Regulations and Ordinances in effect at the time of bidding the particular goods, or services called for in these documents.
13. All bidders shall certify that they do not and will not maintain or provide for their employees facilities which are segregated or biased based on race, color, creed or national origin, and that they will make positive effort to use small and minority owned businesses in the performance of the contract.
14. All bidders shall receive a tabulation of the bids once a decision has been reached and approved to award bid to the successful bidder. The tabulation is not available on the date of the bid opening.
15. All bids shall include adequate information, brochures, latest printed detailed specifications and advertising literature describing the commodity or service offered to permit ready comparison with City specifications on an item by item basis.
16. The City of Ashland, through its City Manager, reserves the right to accept or to reject any or all bids. The City also reserves the right to award bids whole or in part when it is deemed to be in the best interest of the City of Ashland.
17. Specifications and full information for bidders may be seen and obtained at the Office of Engineering and Utilities, 1700 Greenup Avenue, Room 408, Ashland, KY. Questions concerning all or any part of the Bid Package shall be addressed to the Director of Engineering, P. O. Box 1839, 1700 Greenup Avenue, Suite 408, Ashland, Kentucky 41105-1839, or phone (606) 385-3332.
18. It is recommended that bidders keep a copy of the Bid Package submitted.
19. Preference will be given by the City of Ashland to the lowest responsible bidder furnishing products made and assembled in the continental United States of America. Where the price of an acceptable American-made product is within five percent (5%) of a non-American-made product, the bid award will be made to the domestic manufacturer.
20. Any bidder submitting an alternate bid or proposal when alternate bids or proposals have not been requested shall have his or her bid rejected as non-responsive.

21. Any bidder submitting a bid incorporating two (2) or more prices for an item or group of items - unless such method of pricing is requested on the Bid Form - or which imposes conditions for acceptance other than those established in the specifications shall have the bid rejected.
22. Manufacturer's catalog numbers, trade names, etc., if shown herein are for descriptive purposes only and are to guide the prospective bidder in determining the standard or quality, design and performance desired and shall not be construed to exclude other types of commodities and / or service. Any exceptions taken to specifications shall be listed and described on a separate sheet with the various increase or decrease in price clearly stated.
23. All bids shall be signed by the bidder or an authorized representative. Unsigned bids shall not be considered. Facsimile copies shall not be submitted and will not be considered.
24. All equipment furnished shall be in full compliance with Office of Safety and Health Administration regulations in effect at the time of shipment. In addition, equipment and all chemicals must include all paperwork including any Material Safety Data Sheets and be labeled accordingly.
25. The City of Ashland is exempt from all Commonwealth of Kentucky Sales Taxes and Federal Excise Taxes. Contractors, however, must pay taxes on materials purchased for Ashland projects.
26. The signature of the bidder or his authorized representative shall be considered as in acceptance and compliance with all terms and conditions contained and set out in this bid package.
27. Each bidder shall return the bid forms included in PART 2 of the bid documents with all forms, materials, etc. attached. All signatures shall be original.
28. Any literature, forms or items requested in the bid package shall be original material and shall be unaltered.
29. Licensed bidders shall submit a copy of their business license with the bid. Unlicensed bidders shall complete the business license application in the bid packet and return the application with the appropriate fee as part of the bid packet. The forms are included in this bid packet. The City may consider any unlicensed bidder failing to meet this condition as an unresponsive bidder.
30. The City of Ashland passed an Occupational License Fee - Ordinance 28, 1999. Each bidder shall be required to follow the guidelines as stated therein. The Occupational License Fee is effective as of July 1, 1999. The forms are included in this bid packet.
31. The bidders acknowledge that Boyd Circuit Court shall have jurisdiction over disputes that might arise relating to the bidder with which the City enters into an agreement for these services.
32. The City of Ashland reserves the right to hold the successful bidder's Bid Bond/ Certified Check for single purchase items. The Bid Bond/ Certified Check will be returned after successful fulfillment of bid has verified.

U.S. Department of Housing and Urban Development Requirements

The AGENCY and CONTRACTOR for which the contribution is made will provide any and all information requested by the CITY or HUD to determine compliance with any applicable HUD requirements and shall comply with all applicable federal and state statutes, executive orders, regulatory requirements, and policies in connection with the Project.

LABOR REQUIREMENTS: Compliance with certain regulations on wage and labor standards. In the case of Davis Bacon and Contract Work Hours and Safety Standards Acts, every contract for construction (in the case of residential construction, projects with eight or more units) triggers the requirements.

Davis-Bacon and Related Acts (40 USC 276(A)-7): Ensures that mechanics and laborers employed in construction work under Federally assisted contracts are paid wages and fringe benefits equal to those that prevail in the locality where the work is performed. This act also provides for the withholding of funds to ensure compliance and excludes from the wage requirements apprentices enrolled in bona fide apprenticeship programs.

Contract Work Hours and Safety Standards Act, as amended (40 USC 327-333): Provides that mechanics and laborers employed on Federally assisted construction jobs are paid time and one-half for work in excess of 40 hours per week, and provides for the payment of liquidated damages where violations occur. This act also addresses safe and healthy working conditions.

Copeland (Anti-Kickback) Act (40 USC 276c): Governs the deductions from paychecks that are allowable. Makes it criminal offense to induce anyone employed on a Federally assisted project to relinquish any compensation to which he/she is entitled, and requires all contractors to submit weekly payrolls and statements of compliance.

Fair Labor Standards Act of 1938, As Amended (29 USC 201, et. Seq.): Establishes the basic minimum wage for all work and requires the payment of overtime at the rate of at least time and on-half. It also requires the payment of wages for the entire time that an employee is required or permitted to work, and establishes child labor standards.

CONFLICT-OF-INTEREST: CDBG regulations require compliance with conflict-of-interest provisions 24CFR Parts 84 and 85 and/or CDBG regulations at 570.611.

DEBARRED CONTRACTORS: In accordance with 24 CFR Part 5, CDBG funds may not be used to directly or indirectly employ, award contracts/agreements to or otherwise engage the services of any contractor or sub-recipient during any period of debarment, suspension or placement of ineligibility status. Neither he nor any firm, partnership or association in which he has substantial interest is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary of Labor, Part 5 (29 CFR, Part 5) or pursuant to Section 3(a) of the Davis-Bacon Act, as amended (40 U.S.C. 276a-2(a)).

By signing and submitting this proposal, the prospective lower-tier participant certifies that neither it, its principals nor affiliates, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Further, the Participant provides the certification set out below. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into.

If it is later determined that an erroneous certification was rendered, in addition to other remedies available to the Federal Government, the Department or agency with which this transaction originated may pursue available remedies.

Further, the Participant shall provide immediate written notice to the person in whom this proposal is submitted if at any time the Participant learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

By submitting this proposal, it is agreed that should the proposed covered transaction be entered into, the Participant will not knowingly enter into any lower-tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction unless authorized by the agency with which this transaction originated.

It is further agreed that by submitting this proposal, the Participant will include this Certification, without modification, in all lower-tier covered transactions and in all solicitations for lower-tier covered transactions.

EQUAL OPPORTUNITY: Compliance with the following regulations that ensure equal opportunity for employment and contracting.

Equal Employment Opportunity, Executive Order 11246, as amended

Section 3 of the Housing and Urban Development Act of 1968

Minority/Women's Business Enterprise under Executive Orders 11625, 12432 and 12138

Fair Housing Act: The Fair Housing Act prohibits discrimination in housing because of:

- Race or color
- National Origin
- Religion
- Sex
- Familial status (including children under the age of 18 living with parents or legal custodians; pregnant women and people securing custody of children under 18)
- Handicap (Disability)

The Fair Housing Act covers most housing. In some circumstances, the Act exempts owner-occupied buildings with no more than four units, single-family housing sold or rented without the use of a broker and housing operated by organizations and private clubs that limit occupancy to members.

What is *Prohibited*?

In the Sale or Rental of Housing: No one may take any of the following actions based on race, color, national origin, religion, sex, familial status or handicap (disability):

- Refuse to rent or sell housing
- Refuse to negotiate for housing
- Make housing unavailable
- Deny a dwelling
- Set different terms, conditions, or privileges for sale or rental of a dwelling
- Provide different housing services or facilities
- Falsely deny that housing is available for inspection, sale or rental
- For profit, persuade owners to sell or rent (blockbusting) or
- Deny anyone access to or membership in a facility or service (such as a multiple listing service) related to the sale or rental of housing

PROCUREMENT STANDARDS: 24 CFR 85.36 and/or 24 CFR Part 84

NON-DISCRIMINATION AND EQUAL ACCESS: No person shall on the grounds of race, color, national origin, religion, or sex be excluded, denied benefits or subjected to discrimination under any program funded in whole or in part by CDBG funds. Measures must be taken to ensure non-discriminatory treatment, outreach and access to program resources. This applies to employment and contracting, as well as to marketing and selection of program participants.

Fair Housing and Equal Opportunity: Activities must comply with the following Federal laws, executive orders and regulations pertaining to fair housing and equal opportunity.

Title VI of the Civil Rights Act of 1964, As Amended (42 USC 2000d et seq)

The Fair Housing Act (42 USC 3601-3602)

NON-COLLUSION AFFIDAVIT OF CONTRACTOR: This proposal is genuine and is not a collusive or sham proposal. Neither the said contractor nor any of its officers, partners, owners, agents or representatives, employees, or parties in interest, including the affinity has in any way colluded, conspired, connived or agreed, directly or indirectly with any other contractor, firm, or person to submit a collusive or sham bid in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other contractor, firm, or person to fix the price or prices in the attached proposal or of any other contractor, or to fix any overhead, profit or cost element of the proposal price or the proposal price of any other contractor, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Ashland or any person interested in the proposed agreement; and the price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the contractor or any of its agents, representatives, owners, employees or parties, including this affiant.

STATEMENT OF COMPLIANCE WITH NON-DISCRIMINATION REGULATIONS: The undersigned contractor certifies that he and his company will not discriminate against any person regarding age, sex, race, religion, national origin or creed, in accordance with President's Executive Orders 11246 and 11375 and other appropriate Federal, Commonwealth of Kentucky and City of Ashland rules, regulations and ordinances in effect at this time. The undersigned also certifies that he does not and will not maintain or provide for their employees facilities that are segregated and that they will make a positive effort to use small businesses, minority and female owned businesses in the performance of this contract.

RELEASE OF MECHANICS LIEN: The undersigned contractor certifies that he and his company having furnished materials and/or labor at the above project do hereby release all liens or rights to file liens against said property for material and/or services of labor provided for this project.

CERTIFICATION CONCERNING LABOR STANDARDS AND CONTRACTOR ELIGIBILITY: The contractor acknowledges that:

- The Labor Standards provisions are included in this agreement.
- Correction of any infractions of the aforesaid provisions, including infractions by any of his subcontractors and any lower tier subcontractors is his responsibility.

END OF SECTION 00030

PART2

BID DOCUMENTS AND FORMS

SECTION 00040

STATEMENT OF BIDDER'S QUALIFICATIONS

All questions shall be answered or the bid document may be declared incomplete. All data given shall be clear and comprehensive. This statement shall be notarized. If necessary, questions may be answered on separate sheets. The bidder shall submit any additional information desired.

1. Name of Bidder.
2. Permanent main office address.
3. When organized?
4. If a corporation, where incorporated.
5. How many years have you been engaged in operation of your business under your present firm or trade name?
6. Contracts on hand. (Schedule these, showing amounts of each contract, the appropriate anticipated dates of completion and contact information for references.)
7. General character of work performed by your company. (Sales, parts, service, etc.)
8. Have you ever failed to complete any job awarded to you? If so, indicate where and why?
9. Have you ever defaulted on a contract? If so, indicate where and why?
10. List the more important projects completed by your firm, stating the approximate cost for each, the month and year completed and contact information for references.
11. List your major equipment available for this work.
12. Experience in work similar in importance to this project.
13. Background and experience of the principal members of your organization, including the officers in this type work.
14. Credit available: \$
15. Give bank reference:
16. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the City of Ashland?

17. The undersigned hereby authorizes and requests any person, firm or corporation to furnish any information required by the City of Ashland in verification of the statements mad comprising this Statement of Bidder's Qualifications. Dated on this ____ day of _____, of this year 202_.

NAME OF BIDDER

BY

TITLE

STATE OF _____, ss.

COUNTY OF _____,

_____ being duly sworn deposes and
says that he is _____ of

(NAME OF ORGANIZATION)

and that the answers to the foregoing questions and all statements contained therein are true and correct.

Subscribed and sworn to before me this ____ day of _____, of this year 202_.

(NOTARY PUBLIC)

My Commission expires _____, ____ -

END OF SECTION 00040

00040 STATEMENT OF BIDDERS QUALIFICATIONS -2

SECTION 00050

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF _____ COUNTY OF _____

----- being first duly sworn, deposes and says that:

(1) He or She is

(OWNER, PARTNER, REPRESENTATIVE OR AGENT)

of _____ the bidder that has
submitted the attached bid;

(2) He or She is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid:

(3) Such Bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents or representatives, employees or parties in interest, including the affinity has in any way colluded conspired, connived or agree, directly or indirectly with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Ashland or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees or parties, including this affiant.

SIGNED _____

TITLE _____

Subscribed and sworn to before me this _____ day of _____, of this year 202_.

(NAME)

(TITLE)

MY COMMISSION EXPIRES: _____

END OF SECTION 00050

00050 NON-COLLUSION AFFIDAVIT OF PRIME BIDDER - 1

SECTION 00060

STATEMENT OF COMPLIANCE WITH NON-DISCRIMINATION REGULATIONS

The undersigned, as bidder, certifies that he/she and his/her company will not discriminate against any person regarding age, sex, race, religion, national origin or creed, in accordance with the President's Executive Order Numbers 11246 and 11375 and other appropriate Federal, Commonwealth of Kentucky and City of Ashland Rules, Regulations and Ordinances in effect at the time of bidding the particular goods or services called for in these Bid Documents.

The bidder also certifies that they do not and will not maintain or provide for their employees any facilities that are segregated and that they will make positive effort to use small and minority owned businesses in the performance of this contract.

COMPANY NAME_____

SIGNED_____

TITLE_____

DATE_____

END OF SECTION 00060

SECTION 00070

STATEMENT OF RESPONSIBILITY FOR DAMAGE, CLAIMS, ETC.

The Contractor shall indemnify and save harmless the City, the Engineer and sub consultants and all of their officers, agents and employees, from all claims, damages, losses and expenses including attorneys' fees of any character, name and description brought for, or on account of any injuries or damages received or sustained by any person, persons, or property by or from the said Contractor or by or in consequence of any neglect in safeguarding the Work or through the use of unacceptable materials used on construction or by or on account of any claims or amounts recovered from any infringement of patent, trademark or copyright, or from any claims or amounts arising or recovered under any law, ordinance, order, or decree, and so much of the money due the said Contractor under and by virtue of his Contract as shall be considered necessary by the City, or in case no money is due, his surety shall be held until such suit or suits, action or actions, claim or claims for injuries or damages as aforesaid, shall have been settled and suitable evidence to that effect furnished to the City. Contractor shall purchase public liability, workers compensation and automobile liability insurance, for the City's protection.

In any and all claims against the City or the Engineer, or any of their agents or employees, by any employee of the Contractor, and subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under Workmen's Compensation acts, disability benefit acts or other employee benefit acts.

The obligation of the Contractor under this paragraph shall not extend to the liability of the Engineer, his agents or employees arising out of the preparation or approval of maps, Drawings, opinions, reports, surveys, Change Orders, designs or Specifications.

COMPANY NAME

SIGNED

TITLE

DATE

END OF SECTION 00070

NOTE TO BIDDER: Failure to complete all items on this page may cause rejection of your bid.

**CONTRACTOR'S CERTIFICATION ON
FEDERAL CONTRACT REQUIREMENTS**

I hereby certify that I have reviewed the federal construction contract-related requirements imposed on the Contractor(s) of Federally funded construction projects and fully understand all my obligations if the project is awarded to me.

Project Name:

Location: Ashland, Kentucky

Amount of Bid: \$ _____

Name of Bidder

Print Name and Title

Street Address

City, State Zip Code

Signature

Certification Regarding Debarment and Suspension

Certification A: Certification Regarding Debarment, Suspension and Other Responsibility Matters – Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief that its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal debarment or agency;

b. 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 statement, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statement in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Certification (A)

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was in place when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

U.S. Department of Housing and Urban Development

4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded**, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of these regulations.

6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines this eligibility of its principals. Each participant may, but is not required to, check the Non-procurement list.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph (6) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification B: Certification Regarding Debarment, Suspension, Ineligible and Voluntary Exclusion – Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to testify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Certification (B)

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become by reason of changed circumstances.

4. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded**, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of these regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into a lower tier transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement list.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a lower covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies including suspension and/or debarment.

Applicant	Date
Signature of Authorized Certifying Official	Title

False Claims Act, 31 U.S.C. §§ 3729-3733

Project funded by the Department of Housing & Urban Development

(To Be Executed by Bidder and Submitted with Bid)

False Claims Statement: U.S. Code, Title 31, Section 3729, False Claims, provides a civil penalty of not less than \$5,000 and not more than \$10,000, **plus 3 times the amount of damages** for any person who knowingly presents, or causes to be presented, a false or fraudulent claim; or who knowingly makes, or caused to be used, a false record or statement; or conspires to defraud the Government by getting a false or fraudulent claim allowed or paid.

DHS will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

User Acknowledgement and Certification:

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.

**Authorized Applicant Name
(Print Full Name)**

Authorized Applicant Signature

Date

CERTIFICATION OF BIDDER REGARDING NON-SEGREGATED FACILITIES

(To Be Executed by Bidder and Submitted with Bid)

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The bidder's attention is called to the clause entitled Equal Employment Opportunity of the General Conditions of the Contract for Construction.

"Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

By the submission of this bid, the bidder certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The bidder agrees that a breach of this certification is a violation of the Equal Employment Opportunity clause in the contract.

The bidder further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) prior to entering into subcontracts which exceed \$10,000 and are not exempt from the requirements of the Equal Employment Opportunity clause, it will obtain identical certifications from the proposed subcontractors; retain the certifications in its files; and forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

Notice to Prospective Subcontractors of Requirement for Certifications of Non-segregated Facilities

A Certification of Non-segregated Facilities must be submitted before the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Employment Opportunity clause of the prime contract. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

User Acknowledgement and Certification:

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.

Authorized Applicant Name
(Print Full Name)

Authorized Applicant Signature

Date

BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION

For all orders above the limit prescribed in 2 CFR 200 – Appendix II (currently \$100,000), the Offeror must complete and sign the following:

The following certification and disclosure regarding payments to influence certain federal transactions are made per the provisions contained in 2 CFR 200 – Appendix II and 31 U.S.C. 1352, the “Byrd Anti-Lobbying Amendment.”

(a) 2 CFR 200 – Appendix II, “Contract Provisions for Non-Federal Entity Contracts Under Federal Awards” is hereby incorporated by reference into this certification

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that:

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$150,000 shall certify and disclose accordingly.

(c) This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person making an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

SIGNATURE: _____

COMPANY NAME: _____

DATE: _____

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The grantee certifies that it will provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing a drug-free awareness program to inform employees about—
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation and employee assistance programs, and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after each conviction;
- (e) Notifying the agency within ten days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction;
- (f) Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted—
 - (1) Taking appropriate personnel action against such an employee, up to and including termination; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

Typed Name and Title of Certification Official

Signature

Date

SECTION 00140

FERRY STREET AND POLLARD ROAD SIDEWALK PROJECT

BID FORM FOR CONSTRUCTION CONTRACT

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 1-OWNER AND BIDDER

- 1.01 This Bid is submitted to: **City of Ashland, 1700 Greenup Avenue, Ashland, KY 41101.**
- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2-ATTACHMENTS TO THIS BID

- 2.01 The following documents are submitted with and made a condition of this Bid:
 - A. Required Bid security **(10 Percent of Total Bid Amount);**
 - B. Statement of Bidder;s Qualifications with supporting data;
 - C. Non-Collusion Affidavit of Prime Bidder;
 - D. Statement of Compliance with Non-Discrimination Regulations;
 - E. Statement of Responsibility for Damage, Claims, Etc.;
 - F. Contractor's Certification on Federal Contract Requirements;
 - G. Certification Regarding Debarment and Suspension;
 - H. False Claims Act;
 - I. Certification of Bidder Regarding Non-Segregated Facilities;
 - J. Byrd Anti-Lobbying Amendment Certification;
 - K. Certification Regarding Drug-Free Workplace Requirements
 - L. Evidence of authority to do business in the City of Ashland (Business License); or a written covenant to obtain such authority within the time for award of contract (Application for Business Privilege and Occupational License Fee form completed);

ARTICLE 3-BASIS OF BID-UNIT PRICE BID

- 3.01 *Unit Price Bids*
 - A. Comparison of Bids will be based on the total amount of the Bid submitted.
 - B. Bidder will complete the Work in accordance with the Contract Documents for the following

unit prices for measured in-place quantities:

1. Unit Prices

Item No.	Description	Estimated Quantity	Unit	Unit Cost	Total Cost
1	MOBILIZATION	1	LUMP		
2	EROSION AND WATER POLLUTION CONTROL	1	LUMP		
3	CLEANING AND RESTORATION	1	Lump		
4	Ferry Street: CURBWALK (INCLUDING REMOVAL AND REINSTALLATION, DISPOSAL, FINISHING, FORMWORK, MATERIALS, LABOR, AND ALL OTHER APPURTENANCES)	6,792	SQFT		
5	Ferry Street: 6" DRIVEWAY ENTRANCE (INCLUDING REMOVAL AND REINSTALLATION, DISPOSAL, FINISHING, FORMWORK, MATERIALS, LABOR, AND ALL OTHER APPURTENANCES)	1,088	SQFT		
6	Ferry Street: DETECTABLE WARNING (INCLUDING COST OF PAD, MOUNTING EQUIPMENT, LABOR FOR SURFACE MOUNT OR WET CONCRETE MOUNT, AND ALL OTHER APPURTENANCES)	7	EACH		

7	Pollard Road: CURBWALK (INCLUDING REMOVAL AND REINSTALLATION, DISPOSAL, FINISHING, FORMWORK, MATERIALS, LABOR, AND ALL OTHER APPURTENANCES)	208	SQFT		
8	Pollard Road: SIDEWALK (INCLUDING REMOVAL AND REINSTALLATION, DISPOSAL, FINISHING, FORMWORK, MATERIALS, LABOR, AND ALL OTHER APPURTENANCES)	28	SQFT		
TOTAL AMOUNT OF BID IN NUMBERS:					
TOTAL AMOUNT OF BID IN WORDS:					

c. Bidder acknowledges that:

1. Each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and
2. Estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 4-TIME OF COMPLETION

- 4.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 4.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 5-BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

5.01 *Bid Acceptance Period*

- A. This Bid will remain subject to acceptance for 90 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

5.02 *Instructions to Bidders*

- A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

5.03 *Receipt of Addenda*

A. Bidder hereby acknowledges receipt of the following Addenda: **[Bidder is to complete table]**

Addendum Number	Addendum Date

ARTICLE 6-BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

6.01 *Bidder's Representations*

A. In submitting this Bid, Bidder represents the following:

1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site, if any, that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on {a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and {c) Bidder's {Contractor's) safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

6.02 *Bidder's Certifications*

A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
 - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
 - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
 - c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
 - d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

EJCDc• C-410, Bid Form for Construction Contract.

BIDDER hereby submits this Bid as set forth above:

Bidder:

(typed or printed name of organization)

By: _____
{individual's signature}

Name: _____
{typed or printed}

Title: _____
(typed or printed)

Date: _____
{typed or printed}

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest: _____
{individual's signature}

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Date: _____
(typed or printed)

Address for giving notices:

Bidder's Contact:

Name: _____
(typed or printed)

Title: _____
{typed or printed}

Phone: _____

Email: _____

Address: _____

Bidder's Contractor License No.: (if applicable) _____

BID BOND (PENAL SUM FORM)

Bidder Name: Address <i>(principal place of business)</i> :	Surety Name: Address <i>(principal place of business)</i> :
Owner Name: City of Ashland Address <i>(principal place of business)</i> : 1700 Greenup Avenue, Ashland, KY 41101	Bid Project <i>(name and location)</i> : Sidewalk Replacement Project - Phase II Bid Due Date:
Bond Penal Sum: Date of Bond:	
Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.	
Bidder	Surety
<i>(Full formal name of Bidder)</i>	<i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <i>(Signature)</i>	By: _____ <i>(Signature) (Attach Power of Attorney)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____ <i>(Signature)</i>	Attest: _____ <i>(Signature)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
<i>Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.</i>	

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents {or any extension thereof agreed to in writing by Owner} the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation will be null and void if:
 - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents {or any extension thereof agreed to in writing by Owner} the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2. All Bids are rejected by Owner, or
 - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents {or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof}.
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

CITY OF ASHLAND

Department of Finance

Occupational License / Net Profit Division

P.O. Box 1839, Ashland, KY 41105-1839

Phone No. (606)385-3358, 3359, or 3360 Fax No. (606)385-3365

Ashland

A PNJ11+ Paid, A Bribe I Fulfills

www.ashlandky.gov

APPLICATION FOR BUSINESS PRIVILEGE AND OCCUPATIONAL LICENSE FEEPlease answer **all** questions fully.

1. Business or Individual Name: _____

2. Will you have a Physical Location Within Ashland City Limits? Yes_____ No_____

3. Business Location (Within City Limits): _____

4. Business Location (Physical Address): _____

5B. Business Mailing Address: _____

6. Telephone Numbers (include area code): Business: _____ Fax: _____

7. E-mail address: _____

8 Ownership: _____ Sole Proprietor _____ Partnership _____ Limited Liability

_____ Corporation _____ S. Corporation _____ Other

9. Name and home address of owner(s), partners, or if a corporation, list Officers and Titles (attach additional pages if necessary):

10. Federal Tax I.D. #: _____ and / or Social Security Number: _____

11. Nature or description of business: _____

12. Do you have subcontractors or any other contract labor? _____ If yes, please attach a detailed listing.

13. Date business started in Ashland: _____ Number of employees working in Ashland: _____

14. Accounting period per Federal Return: _____ Calendar Year _____ Fiscal Year (Month and Date)

15. Contact Information:**Business License & Net Profit Contact**

Name: _____

Title: _____

Mailing Address: _____

City, State, Zip: _____

Phone Number: _____

Fax Number: _____

E-mail Address: _____

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Payroll Tax Contact (If Applicable)

Name: _____

Title: _____

Mailing Address: _____

City, State, Zip: _____

Phone Number: _____

Fax Number: _____

E-mail Address: _____

New License **fees** shall be prorated as follows for the first year of business only:

Application Month	Fee
January, February, March	\$100.00
April, May, June	\$75.00
July, August, September	\$50.00
October, November, December	\$25.00
Other Fees	
Late Filing Fee	\$50.00
Additional Location Fee	\$10.00

All information contained on this application is necessary for our records and will be held in strict confidence.

Issuance of this City of Ashland Business Privilege License provides a license to conduct business within the City Limits of Ashland only and does not constitute an approval of any location selected for your business. A copy of this application will be provided to the City's Code Enforcement Office, Zoning Office and Fire Inspectors. A Fire Inspector will be in contact with the applicant; however, it shall be the responsibility of the Applicant, upon selection of a physical location for this business, to contact the Fire Inspectors for a premise inspection to ensure the location meets the established codes for public buildings. Any necessary changes or updates needed to meet applicable code shall be completed in a timely manner as determined by the Fire Inspector. Failure to comply with required inspections and obtain necessary permits may result in additional fines and possible closure until such zoning and safety issues are resolved.

I hereby certify that the information contained in this application is true and correct to the best of my knowledge and belief and I agree to the terms set forth above for a physical location in the City of Ashland.

Authorized Signature: _____ Title: _____ Date: _____

Amount of payment enclosed: \$ _____ Check#: _____

IF PAYING BY CREDIT CARD, COMPLETE BELOW.				
☐	☐	☐	D	
				
CREDIT CARD NUMBER			AMOUNT	SEC CODE
EXP DATE			PRINTED NAME	
SIGNATURE			ZIP CODE	

FOR INTERNAL USE ONLY

Account Number: _____ Assigned By: _____ Date: _____

Code Enforcement Approval: _____ Date: _____

Zoning Approval: _____ Date: _____

Fire Approval: _____ Date: _____

Rev. 10/25/19

PART 3

CONTRACT FORMS

NOTICE OF AWARD

Date of Issuance:

Owner:

Owner's Project No.:

Engineer:

Engineer's Project No.:

Project:

Contract Name:

Bidder:

Bidder's Address:

You are notified that Owner has accepted your Bid dated **[date]** for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

Ferry Street and Pollard Road Sidewalk Project

The Contract Price of the awarded Contract is **\$(Contract Price)**. Contract Price is subject to adjustment based on the provisions of the Contract, including but not limited to those governing changes, Unit Price Work, and Work performed on a cost-plus-fee basis, as applicable.

Three unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically.

D Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner **three** counterparts of the Agreement, signed by Bidder (as Contractor).
2. Deliver with the signed Agreement(s) the Contract security (such as required performance and payment bonds) and insurance documentation, as specified in the Instructions to Bidders and in the General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any): Valid Business License. Current Payment of Occupational License Fees and Net Profits Tax.

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within 10 days after you comply with the above conditions, Owner will return to you one fully signed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: **City of Ashland**

By (signature): _____

Name (printed): _____

Title: _____

Copy: Engineer

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AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (UNIT PRICE)

This Agreement is by and between [name of contracting entity] ("Owner") and [name of contracting entity] ("Contractor").

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

ARTICLE 1-WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: **FERRY STREET AND POLLARD ROAD SIDEWALK PROJECT.**

ARTICLE 2-THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **FERRY STREET AND POLLARD ROAD SIDEWALK PROJECT.**

ARTICLE 3-ENGINEER

- 3.01 The Owner will have the City Engineer ("Engineer") to act as Owner's representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.
- 3.02 The part of the Project that pertains to the Work has been designed by **Engineer.**

ARTICLE 4-CONTRACT TIMES

4.01 Time is of the Essence

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.03 Contract Times: Days

- A. The Work will be substantially complete within **60** days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within **90** days after the date when the Contract Times commence to run.

4.05 Liquidated Damages

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. *Substantial Completion:* Contractor shall pay Owner **\$500.00** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
 2. *Completion of Remaining Work:* After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner **\$500.00** for each day that expires after such time until the Work is completed and ready for final payment.
 3. Liquidated damages for failing to timely attain Substantial Completion, and final completion are not additive, and will not be imposed concurrently.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

4.06 *Special Damages*

- A. Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.
- B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.
- C. The special damages imposed in this paragraph are supplemental to any liquidated damages for delayed completion established in this Agreement.

ARTICLE 5-CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:

- A. For all Unit Price Work, an amount of **\$[number]** subject to adjustment for actual quantities installed.

All specific cash allowances are included in the above price in accordance with Paragraph 13.02 of the General Conditions.

ARTICLE 6-PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on the basis of Contractor's Applications for Payment on or about the **20th** day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
 - 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.
 - a. **90** percent of the value of the Work completed (with the balance being retainage).
 - 1) If 50 percent or more of the Work has been completed, as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
 - b. 90 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to **100** percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less **100** percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

6.04 *Consent of Surety*

- A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

6.05 *Interest*

- A. All amounts not paid when due will bear interest at the rate of **0** percent per annum.

ARTICLE 7-CONTRACT DOCUMENTS

7.01 *Contents*

- A. The Contract Documents consist of all of the following:
 - 1. This Agreement.
 - 2. Bonds:
 - a. Performance bond (together with power of attorney).
 - b. Payment bond (together with power of attorney).
 - 3. General Conditions.
 - 4. Supplementary Conditions.
 - 5. Specifications as listed in the table of contents of the project manual.
 - 6. Drawings (not attached but incorporated by reference) included in bidding documents consisting of sheets with each sheet bearing the following general title: **FERRY STREET AND POLLARD ROAD SIDEWALK PROJECT**.
 - 8. Addenda (numbers [number] to [number], inclusive).
 - 9. Exhibits to this Agreement (enumerated as follows):
 - a. [list exhibits]
 - 10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
 - e. Warranty Bond, if any.
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 8-REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 *Contractor's Representations*

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
 - 1. Contractor has examined and carefully studied the Contract Documents, including Addenda.

2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
4. Contractor has carefully studied the reports (if previously issued) of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
5. Contractor has carefully studied the reports and drawings (if previously issued) relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

8.02 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.03 *Standard General Conditions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on **[indicate date on which Contract becomes effective]** (which is the Effective Date of the Contract).

Owner:

Contractor:

_____ (typed or printed name of organization) By: _____ (individual's signature) Date: _____ (date signed) Name: _____ (typed or printed) Title: _____ (typed or printed) Attest: _____ (individual's signature) Title: _____ (typed or printed) Address for giving notices: _____ _____ _____ Designated Representative: Name: _____ (typed or printed) Title: _____ (typed or printed) Address: _____ _____ _____ Phone: _____ Email: _____ <i>{If {Type of Entity} is a corporation, attach evidence of authority to sign. If {Type of Entity} is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.}</i>	_____ (typed or printed name of organization) By: _____ (individual's signature) Date: _____ (date signed) Name: _____ (typed or printed) Title: _____ (typed or printed) <i>(If {Type of Entity} is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)</i> Attest: _____ (individual's signature) Title: _____ (typed or printed) Address for giving notices: _____ _____ _____ Designated Representative: Name: _____ (typed or printed) Title: _____ (typed or printed) Address: _____ _____ _____ Phone: _____ Email: _____ License No.: _____ (where applicable) State: _____
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NOTICE TO PROCEED

Owner: _____ Owner's Project No.: _____
Engineer: _____ Engineer's Project No.: _____
Contractor: _____ Contractor's Project No.: _____
Project: _____
Contract Name: _____
Effective Date of Contract: _____

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on **[date Contract Times are to start]** pursuant to Paragraph 4.01 of the General Conditions.

On that date, Contractor shall start performing its obligations under the Contract Documents. No Work will be done at the Site prior to such date.

In accordance with the Agreement:

The number of days to achieve Substantial Completion is **[number of days, from Agreement]** from the date stated above for the commencement of the Contract Times, resulting in a date for Substantial Completion of **[date, calculated from commencement date above]**; and the number of days to achieve readiness for final payment is **[number of days, from Agreement]** from the commencement date of the Contract Times, resulting in a date for readiness for final payment of **[date, calculated from commencement date above]**.

Before starting any Work at the Site, Contractor must comply with the following:

[Note any access limitations, security procedures, or other restrictions]

Owner: **[Full formal name of Owner]**
By (signature): _____
Name (printed): _____
Title: _____
Date Issued: _____
Copy: Engineer

PERFORMANCE BOND

Contractor Name: [Full formal name of Contractor] Address <i>(principal place of business)</i> : [Address of Contractor's principal place of business]	Surety Name: [Full formal name of Surety] Address <i>(principal place of business)</i> : [Address of Surety's principal place of business]
Owner Name: [Full formal name of Owner] Mailing address <i>(principal place of business)</i> : [Address of Owner's principal place of business]	Contract Description <i>(name and location)</i> : [Owner's project/contract name, and location of the project] Contract Price: [Amount from Contract] Effective Date of Contract: [Date from Contract]
Bond Bond Amount: [Amount] Date of Bond: [Date] <i>(Date of Bond cannot be earlier than Effective Date of Contract)</i> Modifications to this Bond form: I None ☐ See Paragraph 16	
Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Performance Bond, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.	
Contractor as Principal	Surety
By: _____ <i>(Signature)</i>	By: _____ <i>{Full formal name of Surety} (corporate seal)</i>
Name: _____ <i>{Printed or typed}</i>	Name: _____ <i>{Signature}(Attach Power of Attorney)</i>
Title: _____ <i>{Printed or typed}</i>	Title: _____ <i>{Printed or typed}</i>
Attest: _____ <i>(Signature)</i>	Attest: _____ <i>(Signature)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____ <i>(Printed or typed)</i>	Title: _____ <i>(Printed or typed)</i>
<i>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</i>	

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 Paragraph 3.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond will arise after:
 - 3.1. The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice may 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 Paragraph 3.1 will 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 does not waive the Owner's right, if any, subsequently to declare a Contractor Default;
 - 3.2. The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
 - 3.3. 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 Paragraph 3.1 does 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 Paragraph 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 Owners 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 Paragraph 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:

- 5.4.1 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
 - 5.4.2 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 Paragraph 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 Paragraph 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 Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner will not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety will 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:
 - 7.1. the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
 - 7.2. 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 Paragraph 5; and
 - 7.3. 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 Paragraph 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 will not be reduced or set off on account of any such unrelated obligations. No right of action will 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 must be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and must 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 periods of limitations available to sureties as a defense in the jurisdiction of the suit will be applicable.
- 12. Notice to the Surety, the Owner, or the Contractor must 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 will be deemed deleted therefrom and provisions conforming to such

statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will 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 for the Contractor for 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 will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
16. Modifications to this Bond are as follows: **[Describe modification or enter "None"]**

PAYMENT BOND

Contractor Name: [Full formal name of Contractor] Address <i>(principal place of business)</i> : [Address of Contractor's principal place of business]	Surety Name: [Full formal name of Surety] Address <i>(principal place of business)</i> : [Address of Surety's principal place of business]
Owner Name: [Full formal name of Owner] Mailing address <i>(principal place of business)</i> : [Address of Owner's principal place of business]	Contract Description <i>(name and location)</i> : [Owner's project/contract name, and location of the project] Contract Price: [Amount, from Contract] Effective Date of Contract: [Date, from Contract]
Bond Bond Amount: [Amount] Date of Bond: [Date] <i>(Date of Bond cannot be earlier than Effective Date of Contract)</i> Modifications to this Bond form: ☐ None ☐ See Paragraph 18	
Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Payment Bond, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.	
Contractor as Principal	Surety
<i>{Full formal name of Contractor}</i> By: _____ <i>(Signature)</i>	<i>{Full formal name of Surety} (corporate seal)</i> By: _____ <i>(Signature)(Attach Power of Attorney)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____ <i>{Signature}</i>	Attest: _____ <i>(Signature)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
<i>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</i>	

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 will arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 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 Paragraph 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 will arise after the following:
 - 5.1. Claimants who do not have a direct contract with the Contractor
 - 5.1.1. 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
 - 5.1.2. have sent a Claim to the Surety (at the address described in Paragraph 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 Paragraph 13).
6. If a notice of non-payment required by Paragraph 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 Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 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 Paragraph 7.1 or 7.2 will 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 Paragraph 7.1 or 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 will not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond will 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 will 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 satisfying 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 will 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 Paragraph 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 will be applicable.
 13. Notice and Claims to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, will 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 will be deemed deleted here from and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.
 15. Upon requests 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:
 - 16.1.1. The name of the Claimant;
 - 16.1.2. The name of the person for whom the labor was done, or materials or equipment furnished;
 - 16.1.3. 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;
 - 16.1.4. A brief description of the labor, materials, or equipment furnished;
-

- 16.1.5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- 16.1.6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
- 16.1.7. The total amount of previous payments received by the Claimant; and
- 16.1.8. 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 is to include without limitation in the terms of "labor, materials, or equipment" that part of the 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 will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
- 18. Modifications to this Bond are as follows: **[Describe modification or enter "None"]**

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

ARTICLE 1-DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

- A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda-Written* or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
 2. *Agreement*- The written instrument, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.
 3. *Application for Payment*-The document prepared by Contractor, in a form acceptable to Engineer, to request progress or final payments, and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
 4. *Bid*-The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
 5. *Bidder*-An individual or entity that submits a Bid to Owner.
 6. *Bidding Documents*-The Bidding Requirements, the proposed Contract Documents, and all Addenda.
 7. *Bidding Requirements*-The Advertisement or invitation to bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.
 8. *Change Order*-A document 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 Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.
 9. *Change Proposal*-A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.
 10. *Claim*
 - a. A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment of Contract Price or Contract Times; contesting an initial decision by Engineer concerning the

requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer's decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract.

- b. A demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer's decision regarding a Change Proposal, or seeking resolution of a contractual issue that Engineer has declined to address.
 - c. A demand or assertion by Owner or Contractor, duly submitted in compliance with the procedural requirements set forth herein, made pursuant to Paragraph 12.01.A.4, concerning disputes arising after Engineer has issued a recommendation of final payment.
 - d. A demand for money or services by a third party is not a Claim.
- 11. *Constituent of Concern*-Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), lead-based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to Laws and Regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
 - 12. *Contract*- The entire and integrated written contract between Owner and Contractor concerning the Work.
 - 13. *Contract Documents*- Those items so designated in the Agreement, and which together comprise the Contract.
 - 14. *Contract Price*-The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents.
 - 15. *Contract Times*-The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.
 - 16. *Contractor*- The individual or entity with which Owner has contracted for performance of the Work.
 - 17. *Cost of the Work*-See Paragraph 13.01 for definition.
 - 18. *Drawings*- The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
 - 19. *Effective Date of the Contract*-The date, indicated in the Agreement, on which the Contract becomes effective.
 - 20. *Electronic Document*-Any Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.
 - 21. *Electronic Means*-Electronic mail (email), upload/download from a secure Project website, or other communications methods that allow: (a) the transmission or communication of Electronic Documents; (b) the documentation of transmissions, including sending and receipt; (c) printing of the transmitted Electronic Document by the

recipient; (d) the storage and archiving of the Electronic Document by sender and recipient; and (e) the use by recipient of the Electronic Document for purposes permitted by this Contract. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.

22. *Engineer*-The individual or entity named as such in the Agreement.
23. *Field Order*-A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.
24. *Hazardous Environmental Condition*-The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto.
 - a. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated into the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, is not a Hazardous Environmental Condition.
 - b. The presence of Constituents of Concern that are to be removed or remediated as part of the Work is not a Hazardous Environmental Condition.
 - c. The presence of Constituents of Concern as part of the routine, anticipated, and obvious working conditions at the Site, is not a Hazardous Environmental Condition.
25. *laws and Regulations; laws or Regulations*-Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and binding decrees, resolutions, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
26. *liens*-Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.
27. *Milestone*-A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date, or by a time prior to Substantial Completion of all the Work.
28. *Notice of Award*-The written notice by Owner to a Bidder of Owner's acceptance of the Bid.
29. *Notice to Proceed*-A written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.
30. *Owner*-The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.
31. *Progress Schedule*-A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising Contractor's plan to accomplish the Work within the Contract Times.
32. *Project*- The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.

33. *Resident Project Representative*-The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative (RPR) includes any assistants or field staff of Resident Project Representative.
34. *Samples*-Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
35. *Schedule of Submittals*-A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer's review of the submittals.
36. *Schedule of Values*-A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.
37. *Shop Drawings*-All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.
38. *Site-Lands* or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands or areas furnished by Owner which are designated for the use of Contractor.
39. *Specifications*-The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
40. *Subcontractor*-An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
41. *Submittal*-A written or graphic document, prepared by or for Contractor, which the Contract Documents require Contractor to submit to Engineer, or that is indicated as a Submittal in the Schedule of Submittals accepted by Engineer. Submittals may include Shop Drawings and Samples; schedules; product data; Owner-delegated designs; sustainable design information; information on special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections, and field or Site quality-control testing and inspections; warranties and certifications; Suppliers' instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; Project photographic documentation; record documents; and other such documents required by the Contract Documents. Submittals, whether or not approved or accepted by Engineer, are not Contract Documents. Change Proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.
42. *Substantial Completion*-The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion of such Work.

43. *Successful Bidder*-The Bidder to which the Owner makes an award of contract.
44. *Supplementary Conditions*-The part of the Contract that amends or supplements these General Conditions.
45. *Supplier*-A manufacturer, fabricator, supplier, distributor, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
46. *Technical Data*
- a. Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (1) existing subsurface conditions at or adjacent to the Site, or existing physical conditions at or adjacent to the Site including existing surface or subsurface structures (except Underground Facilities) or (2) Hazardous Environmental Conditions at the Site.
 - b. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then Technical Data is defined, with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06, as the data contained in boring logs, recorded measurements of subsurface water levels, assessments of the condition of subsurface facilities, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical, environmental, or other Site or facilities conditions report prepared for the Project and made available to Contractor.
 - c. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data, and instead Underground Facilities are shown or indicated on the Drawings.
47. *Underground Facilities*-All active or not-in-service underground lines, pipelines, conduits, ducts, encasements, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or systems at the Site, including but not limited to those facilities or systems that produce, transmit, distribute, or convey telephone or other communications, cable television, fiber optic transmissions, power, electricity, light, heat, gases, oil, crude oil products, liquid petroleum products, water, steam, waste, wastewater, storm water, other liquids or chemicals, or traffic or other control systems. An abandoned facility or system is not an Underground Facility.
48. *Unit Price Work*-Work to be paid for on the basis of unit prices.
49. *Work*-The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.
50. *Work Change Directive*-A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

1.02 Terminology

- A. The words and terms discussed in Paragraphs 1.02.B, C, D, and E are not defined terms that require initial capital letters, but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.
- B. *Intent of Certain Terms or Adjectives:* The Contract Documents include the terms "as allowed," "as approved," "as ordered," "as directed" or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.
- C. *Day:* The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.
- D. *Defective:* The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it:
1. does not conform to the Contract Documents;
 2. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
 3. has been damaged prior to Engineer's recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or Paragraph 15.04).
- E. *Furnish, Install, Perform, Provide*
1. The word "furnish," when used in connection with services, materials, or equipment, means to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
 2. The word "install," when used in connection with services, materials, or equipment, means to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
 3. The words "perform" or "provide," when used in connection with services, materials, or equipment, means to furnish and install said services, materials, or equipment complete and ready for intended use.
 4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words "furnish," "install," "perform," or "provide," then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.

- F. *Contract Price or Contract Times*: References to a change in "Contract Price or Contract Times" or "Contract Times or Contract Price" or similar, indicate that such change applies to (1) Contract Price, (2) Contract Times, or (3) both Contract Price and Contract Times, as warranted, even if the term "or both" is not expressed.
- G. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2-PRELIMINARY MATTERS

2.01 *Delivery of Performance and Payment Bonds; Evidence of Insurance*

- A. *Performance and Payment Bonds*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner the performance bond and payment bond (if the Contract requires Contractor to furnish such bonds).
- B. *Evidence of Contractor's Insurance*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each additional insured (as identified in the Contract), the certificates, endorsements, and other evidence of insurance required to be provided by Contractor in accordance with Article 6, except to the extent the Supplementary Conditions expressly establish other dates for delivery of specific insurance policies.
- C. *Evidence of Owner's Insurance*: After receipt of the signed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor, with copies to each additional insured (as identified in the Contract), the certificates and other evidence of insurance required to be provided by Owner under Article 6.

2.02 *Copies of Documents*

- A. Owner shall furnish to Contractor four printed copies of the Contract (including one fully signed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.
- B. Owner shall maintain and safeguard at least one original printed record version of the Contract, including Drawings and Specifications signed and sealed by Engineer and other design professionals. Owner shall make such original printed record version of the Contract available to Contractor for review. Owner may delegate the responsibilities under this provision to Engineer.

2.03 *Before Starting Construction*

- A. *Preliminary Schedules*: Within 10 days after the Effective Date of the Contract (or as otherwise required by the Contract Documents), Contractor shall submit to Engineer for timely review:
 - 1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract;
 - 2. a preliminary Schedule of Submittals; and
 - 3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work

into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.04 *Preconstruction Conference; Designation of Authorized Representatives*

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work, and to discuss the schedules referred to in Paragraph 2.03.A, procedures for handling Shop Drawings, Samples, and other Submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.
- B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.05 *Acceptance of Schedules*

- A. At least 10 days before submission of the first Application for Payment a conference, attended by Contractor, Engineer, and others as appropriate, will be held to review the schedules submitted in accordance with Paragraph 2.03.A. No progress payment will be made to Contractor until acceptable schedules are submitted to Engineer.
 - 1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.
 - 2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.
 - 3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to the component parts of the Work.
 - 4. If a schedule is not acceptable, Contractor will have an additional 10 days to revise and resubmit the schedule.

2.06 *Electronic Transmittals*

- A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may send, and shall accept, Electronic Documents transmitted by Electronic Means.
- B. If the Contract does not establish protocols for Electronic Means, then Owner, Engineer, and Contractor shall jointly develop such protocols.
- C. Subject to any governing protocols for Electronic Means, when transmitting Electronic Documents by Electronic Means, the transmitting party makes no representations as to long-term compatibility, usability, or readability of the Electronic Documents resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the Electronic Documents.

ARTICLE 3-CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 *Intent*

- A. The Contract Documents are complementary; what is required by one Contract Document is as binding as if required by all.
- B. 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.
- C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic versions of the Contract Documents (including any printed copies derived from such electronic versions) and the printed record version, the printed record version will govern.
- D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.
- E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.
- F. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and Contractor, which agree that the Contract Documents will be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- G. Nothing in the Contract Documents creates:
 - 1. any contractual relationship between Owner or Engineer and any Subcontractor, Supplier, or other individual or entity performing or furnishing any of the Work, for the benefit of such Subcontractor, Supplier, or other individual or entity; or
 - 2. any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity, except as may otherwise be required by Laws and Regulations.

3.02 *Reference Standards*

- A. *Standards Specifications, Codes, Laws and Regulations*
 - 1. Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, means the standard specification, manual, reference standard, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.
 - 2. No provision of any such standard specification, manual, reference standard, or code, and no instruction of a Supplier, will be effective to change the duties or responsibilities of Owner, Contractor, or Engineer from those set forth in the part of the Contract Documents prepared by or for Engineer. No such provision or instruction shall be effective to assign to Owner or Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility

inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies*

1. *Contractor's Verification of Figures and Field Measurements:* Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict, error, ambiguity, or discrepancy is resolved by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.
2. *Contractor's Review of Contract Documents:* If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.
3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. *Resolving Discrepancies*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by or for Engineer take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:
 - a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); or
 - b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Requirements of the Contract Documents*

- A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer in writing all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation- RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work.

- B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.
- C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly notify Owner and Contractor in writing that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

3.05 *Reuse of Documents*

- A. Contractor and its Subcontractors and Suppliers shall not:
 - 1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media versions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer; or
 - 2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without Owner's express written consent, or violate any copyrights pertaining to such Contract Documents.
- B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein precludes Contractor from retaining copies of the Contract Documents for record purposes.

ARTICLE 4-COMMENCEMENT AND PROGRESS OF THE WORK

4.01 *Commencement of Contract Times; Notice to Proceed*

- A. The Contract Times will commence to run on the 30th day after the Effective Date of the Contract or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Contract. In no event will the Contract Times commence to run later than the 60th day after the day of Bid opening or the 30th day after the Effective Date of the Contract, whichever date is earlier.

4.02 *Starting the Work*

- A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work may be done at the Site prior to such date.

4.03 *Reference Points*

- A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the

established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument 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 or property monuments by professionally qualified personnel.

4.04 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.
 - 1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.
 - 2. Proposed adjustments in the Progress Schedule that will change the Contract Times must be submitted in accordance with the requirements of Article 11.
- B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work will be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

4.05 *Delays in Contractor's Progress*

- A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times.
- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.
- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Such an adjustment will be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:
 - 1. Severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;
 - 2. Abnormal weather conditions;
 - 3. Acts or failures to act of third-party utility owners or other third-party entities (other than those third-party utility owners or other third-party entities performing other work at or adjacent to the Site as arranged by or under contract with Owner, as contemplated in Article 8); and
 - 4. Acts of war or terrorism.

- D. Contractor's entitlement to an adjustment of Contract Times or Contract Price is limited as follows:
1. Contractor's entitlement to an adjustment of the Contract Times is conditioned on the delay, disruption, or interference adversely affecting an activity on the critical path to completion of the Work, as of the time of the delay, disruption, or interference.
 2. Contractor shall not be entitled to an adjustment in Contract Price for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor. Such a concurrent delay by Contractor shall not preclude an adjustment of Contract Times to which Contractor is otherwise entitled.
 3. Adjustments of Contract Times or Contract Price are subject to the provisions of Article 11.
- E. Each Contractor request or Change Proposal seeking an increase in Contract Times or Contract Price must be supplemented by supporting data that sets forth in detail the following:
1. The circumstances that form the basis for the requested adjustment;
 2. The date upon which each cause of delay, disruption, or interference began to affect the progress of the Work;
 3. The date upon which each cause of delay, disruption, or interference ceased to affect the progress of the Work;
 4. The number of days' increase in Contract Times claimed as a consequence of each such cause of delay, disruption, or interference; and
 5. The impact on Contract Price, in accordance with the provisions of Paragraph 11.07.
- Contractor shall also furnish such additional supporting documentation as Owner or Engineer may require including, where appropriate, a revised progress schedule indicating all the activities affected by the delay, disruption, or interference, and an explanation of the effect of the delay, disruption, or interference on the critical path to completion of the Work.
- F. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5, together with the provisions of Paragraphs 4.05.D and 4.05.E.
- G. Paragraph 8.03 addresses delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.

ARTICLE 5-SITE; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

5.01 *Availability of Lands*

- A. Owner shall furnish the Site. Owner shall notify Contractor in writing of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work.

- B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which permanent improvements are to be made and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.
- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

5.02 *Use of Site and Other Areas*

A. *Limitation on Use of Site and Other Areas*

1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas, or to improvements, structures, utilities, or similar facilities located at such adjacent lands or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.
 2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.13, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or in a court of competent jurisdiction; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.
- B. *Removal of Debris During Performance of the Work:* During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris will conform to applicable Laws and Regulations.
 - C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment

and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

- D. *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 structures or land to stresses or pressures that will endanger them.

5.03 *Subsurface and Physical Conditions*

- A. *Reports and Drawings:* The Supplementary Conditions identify:

1. Those reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data;
2. Those drawings of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data; and
3. Technical Data contained in such reports and drawings.

- B. *Underground Facilities:* Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05, and not in the drawings referred to in Paragraph 5.03.A. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.

- C. *Reliance by Contractor on Technical Data:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b.

- D. *Limitations of Other Data and Documents:* Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto;
2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings;
3. the contents of other Site-related documents made available to Contractor, such as record drawings from other projects at or adjacent to the Site, or Owner's archival documents concerning the Site; or
4. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

5.04 *Differing Subsurface or Physical Conditions*

- A. *Notice by Contractor:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site:
1. is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate;
 2. is of such a nature as to require a change in the Drawings or Specifications;
 3. differs materially from that shown or indicated in the Contract Documents; or
 4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;
- then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.
- B. *Engineer's Review:* After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine whether it is necessary for Owner to obtain additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- C. *Owner's Statement to Contractor Regarding Site Condition:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.
- D. *Early Resumption of Work:* If at any time Engineer determines that Work in connection with the subsurface or physical condition in question may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the condition in question has been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.
- E. *Possible Price and Times Adjustments*
1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in

Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

- a. Such condition must fall within any one or more of the categories described in Paragraph 5.04.A;
 - b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,
 - c. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E.
2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:
 - a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise;
 - b. The existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or
 - c. Contractor failed to give the written notice required by Paragraph 5.04.A.
 3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.
 4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.
- F. *Underground Facilities; Hazardous Environmental Conditions:* Paragraph 5.05 governs rights and responsibilities regarding the presence or location of Underground Facilities. Paragraph 5.06 governs rights and responsibilities regarding Hazardous Environmental Conditions. The provisions of Paragraphs 5.03 and 5.04 are not applicable to the presence or location of Underground Facilities, or to Hazardous Environmental Conditions.

5.05 *Underground Facilities*

- A. *Contractor's Responsibilities:* Unless it is otherwise expressly provided in the Supplementary Conditions, the cost of all of the following are included in the Contract Price, and Contractor shall have full responsibility for:
1. reviewing and checking all information and data regarding existing Underground Facilities at the Site;
 2. complying with applicable state and local utility damage prevention Laws and Regulations;

3. verifying the actual location of those Underground Facilities shown or indicated in the Contract Documents as being within the area affected by the Work, by exposing such Underground Facilities during the course of construction;
 4. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and
 5. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.
- B. *Notice by Contractor:* If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated on the Drawings, or was not shown or indicated on the Drawings with reasonable accuracy, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing regarding such Underground Facility.
- C. *Engineer's Review:* Engineer will:
1. promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated on the Drawings, or was not shown or indicated with reasonable accuracy;
 2. identify and communicate with the owner of the Underground Facility; prepare recommendations to Owner (and if necessary issue any preliminary instructions to Contractor) regarding the Contractor's resumption of Work in connection with the Underground Facility in question;
 3. obtain any pertinent cost or schedule information from Contractor; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and
 4. advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.
- D. *Owner's Statement to Contractor Regarding Underground Facility:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.
- E. *Early Resumption of Work:* If at any time Engineer determines that Work in connection with the Underground Facility may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the Underground Facility in question and conditions affected by its presence have been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.
- F. *Possible Price and Times Adjustments*
1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, to the extent that any existing Underground Facility at the Site that was not shown

or indicated on the Drawings, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

- a. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;
 - b. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E; and
 - c. Contractor gave the notice required in Paragraph 5.05.B.
2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.
 3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.
 4. The information and data shown or indicated on the Drawings with respect to existing Underground Facilities at the Site is based on information and data (a) furnished by the owners of such Underground Facilities, or by others, (b) obtained from available records, or (c) gathered in an investigation conducted in accordance with the current edition of ASCE 38, Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data, by the American Society of Civil Engineers. If such information or data is incorrect or incomplete, Contractor's remedies are limited to those set forth in this Paragraph 5.05.F.

5.06 *Hazardous Environmental Conditions at Site*

A. *Reports and Drawings:* The Supplementary Conditions identify:

1. those reports known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site;
2. drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and
3. Technical Data contained in such reports and drawings.

B. *Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures

- of construction to be employed by Contractor, and safety precautions and programs incident thereto;
2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
 3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.
- C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.
- D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.
- E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.
- F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.
- G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, as a result of such Work stoppage, such special conditions under which Work is agreed to be resumed by Contractor, or any costs or expenses incurred in response to the Hazardous Environmental Condition, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off. Entitlement to any such adjustment is subject to the provisions of Paragraphs 4.05.D, 4.05.E, 11.07, and 11.08.
- H. If, after receipt of such written notice, Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special

conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.

- I. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.1 obligates Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J obligates Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 6-BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

- A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of Contractor's obligations under the Contract. These bonds must remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the terms of a prescribed bond form, the Supplementary Conditions, or other provisions of the Contract.
- B. Contractor shall also furnish such other bonds (if any) as are required by the Supplementary Conditions or other provisions of the Contract.
- C. All bonds must be in the form included in the Bidding Documents or otherwise specified by Owner prior to execution of the Contract, except as provided otherwise by Laws or

Regulations, and must be issued and signed by a surety named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Department Circular 570 (as amended and supplemented) by the Bureau of the Fiscal Service, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority must show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.

- D. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue bonds in the required amounts.
- E. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer in writing and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which must comply with the bond and surety requirements above.
- F. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner's termination rights under Article 16.
- G. Upon request to Owner from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Owner shall provide a copy of the payment bond to such person or entity.
- H. Upon request to Contractor from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Contractor shall provide a copy of the payment bond to such person or entity.

6.02 *Insurance-General Provisions*

- A. Owner and Contractor shall obtain and maintain insurance as required in this article and in the Supplementary Conditions.
- B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized in the state or jurisdiction in which the Project is located to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.
- C. Alternative forms of insurance coverage, including but not limited to self-insurance and "Occupational Accident and Excess Employer's Indemnity Policies," are not sufficient to meet the insurance requirements of this Contract, unless expressly allowed in the Supplementary Conditions.
- D. Contractor shall deliver to Owner, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Contractor has obtained and is maintaining the policies and coverages required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, full disclosure of all relevant exclusions, and evidence of insurance required to be purchased and maintained by

Subcontractors or Suppliers. In any documentation furnished under this provision, Contractor, Subcontractors, and Suppliers may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those applicable to this Contract.

- E. Owner shall deliver to Contractor, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Owner has obtained and is maintaining the policies and coverages required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, and full disclosure of all relevant exclusions. In any documentation furnished under this provision, Owner may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those relevant to this Contract.
- F. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, will not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.
- G. In addition to the liability insurance required to be provided by Contractor, the Owner, at Owner's option, may purchase and maintain Owner's own liability insurance. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.
- H. Contractor shall require:
 - 1. Subcontractors to purchase and maintain worker's compensation, commercial general liability, and other insurance that is appropriate for their participation in the Project, and to name as additional insureds Owner and Engineer (and any other individuals or entities identified in the Supplementary Conditions as additional insureds on Contractor's liability policies) on each Subcontractor's commercial general liability insurance policy; and
 - 2. Suppliers to purchase and maintain insurance that is appropriate for their participation in the Project.
- I. If either party does not purchase or maintain the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.
- J. If Contractor has failed to obtain and maintain required insurance, Contractor's entitlement to enter or remain at the Site will end immediately, and Owner may impose an appropriate set-off against payment for any associated costs (including but not limited to the cost of purchasing necessary insurance coverage), and exercise Owner's termination rights under Article 16.
- K. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect (but is in no way obligated) to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price will be adjusted accordingly.

- L. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests. Contractor is responsible for determining whether such coverage and limits are adequate to protect its interests, and for obtaining and maintaining any additional insurance that Contractor deems necessary.
- M. The insurance and insurance limits required herein will not be deemed as a limitation on Contractor's liability, or that of its Subcontractors or Suppliers, under the indemnities granted to Owner and other individuals and entities in the Contract or otherwise.
- N. All the policies of insurance required to be purchased and maintained under this Contract will contain a provision or endorsement that the coverage afforded will not be canceled, or renewal refused, until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured and Engineer.

6.03 *Contractor's Insurance*

- A. *Required Insurance:* Contractor shall purchase and maintain Worker's Compensation, Commercial General Liability, and other insurance pursuant to the specific requirements of the Supplementary Conditions.
- B. *General Provisions:* The policies of insurance required by this Paragraph 6.03 as supplemented must:
 - 1. include at least the specific coverages required;
 - 2. be written for not less than the limits provided, or those required by Laws or Regulations, whichever is greater;
 - 3. remain in effect at least until the Work is complete (as set forth in Paragraph 15.06.D), and longer if expressly required elsewhere in this Contract, and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract;
 - 4. apply with respect to the performance of the Work, whether such performance is by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable; and
 - 5. include all necessary endorsements to support the stated requirements.
- C. *Additional Insureds:* The Contractor's commercial general liability, automobile liability, employer's liability, umbrella or excess, pollution liability, and unmanned aerial vehicle liability policies, if required by this Contract, must:
 - 1. include and list as additional insureds Owner and Engineer, and any individuals or entities identified as additional insureds in the Supplementary Conditions;
 - 2. include coverage for the respective officers, directors, members, partners, employees, and consultants of all such additional insureds;
 - 3. afford primary coverage to these additional insureds for all claims covered thereby (including as applicable those arising from both ongoing and completed operations);

4. not seek contribution from insurance maintained by the additional insured; and
5. as to commercial general liability insurance, apply to additional insureds with respect to liability caused in whole or in part by Contractor's acts or omissions, or the acts and omissions of those working on Contractor's behalf, in the performance of Contractor's operations.

6.04 *Builder's Risk and Other Property Insurance*

- A. *Builder's Risk*: Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the Work's full insurable replacement cost (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). The specific requirements applicable to the builder's risk insurance are set forth in the Supplementary Conditions.
- B. *Property Insurance for Facilities of Owner Where Work Will Occur*: Owner is responsible for obtaining and maintaining property insurance covering each existing structure, building, or facility in which any part of the Work will occur, or to which any part of the Work will attach or be adjoined. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, providing coverage consistent with that required for the builder's risk insurance, and will be maintained until the Work is complete, as set forth in Paragraph 15.06.D.
- C. *Property Insurance for Substantially Complete Facilities*: Promptly after Substantial Completion, and before actual occupancy or use of the substantially completed Work, Owner will obtain property insurance for such substantially completed Work, and maintain such property insurance at least until the Work is complete, as set forth in Paragraph 15.06.D. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, and provide coverage consistent with that required for the builder's risk insurance. The builder's risk insurance may terminate upon written confirmation of Owner's procurement of such property insurance.
- D. *Partial Occupancy or Use by Owner*: If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide advance notice of such occupancy or use to the builder's risk insurer, and obtain an endorsement consenting to the continuation of coverage prior to commencing such partial occupancy or use.
- E. *Insurance of Other Property; Additional Insurance*: If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, then the entity or individual owning such property item will be responsible for insuring it. If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.04, it may do so at Contractor's expense.

6.05 *Property Losses; Subrogation*

- A. The builder's risk insurance policy purchased and maintained in accordance with Paragraph 6.04 (or an installation floater policy if authorized by the Supplementary Conditions), will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against

Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors.

1. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils, risks, or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all individuals or entities identified in the Supplementary Conditions as builder's risk or installation floater insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused.
 2. None of the above waivers extends to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.
- B. Any property insurance policy maintained by Owner covering any loss, damage, or consequential loss to Owner's existing structures, buildings, or facilities in which any part of the Work will occur, or to which any part of the Work will attach or adjoin; to adjacent structures, buildings, or facilities of Owner; or to part or all of the completed or substantially completed Work, during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06, will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them, and that the insured is allowed to waive the insurer's rights of subrogation in a written contract executed prior to the loss, damage, or consequential loss.
1. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from fire or any of the perils, risks, or causes of loss covered by such policies.
- C. The waivers in this Paragraph 6.05 include the waiver of rights due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other insured peril, risk, or cause of loss.
- D. Contractor shall be responsible for assuring that each Subcontract contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from fire or other peril, risk, or cause of loss covered by builder's risk insurance, installation floater, and any other property insurance applicable to the Work.

6.06 *Receipt and Application of Property Insurance Proceeds*

- A. Any insured loss under the builder's risk and other policies of property insurance required by Paragraph 6.04 will be adjusted and settled with the named insured that purchased the policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.
- B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.04 shall maintain such proceeds in a segregated account, and distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.
- C. If no other special agreement is reached, Contractor shall repair or replace the damaged Work, using allocated insurance proceeds.

ARTICLE 7-CONTRACTOR'S RESPONSIBILITIES

7.01 *Contractor's Means and Methods of Construction*

- A. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.
- B. If the Contract Documents note, or Contractor determines, that professional engineering or other design services are needed to carry out Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures, or for Site safety, then Contractor shall cause such services to be provided by a properly licensed design professional, at Contractor's expense. Such services are not Owner-delegated professional design services under this Contract, and neither Owner nor Engineer has any responsibility with respect to (1) Contractor's determination of the need for such services, (2) the qualifications or licensing of the design professionals retained or employed by Contractor, (3) the performance of such services, or (4) any errors, omissions, or defects in such services.

7.02 *Supervision and Superintendence*

- A. Contractor shall supervise, inspect, 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.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who will not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

7.03 *Labor; Working Hours*

- A. 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 maintain good discipline and order at the Site.

- B. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of Contractor's employees; of Suppliers and Subcontractors, and their employees; and of any other individuals or entities performing or furnishing any of the Work, just as Contractor is responsible for Contractor's own acts and omissions.
- C. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site will be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner's written consent, which will not be unreasonably withheld.

7.04 *Services, Materials, and Equipment*

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, 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 performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.
- B. All materials and equipment incorporated into the Work must be new and of good quality, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications will expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.
- C. All materials and equipment must be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

7.05 *"Or Equals"*

- A. *Contractor's Request; Governing Criteria:* Whenever an item of equipment or material is specified or described in the Contract Documents by using the names of one or more proprietary items or specific Suppliers, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material, or items from other proposed Suppliers, under the circumstances described below.
 - 1. If Engineer in its sole discretion determines that an item of equipment or material proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer will deem it an "or equal" item. For the purposes of this paragraph, a proposed item of equipment or material will be considered functionally equal to an item so named if:
 - a. in the exercise of reasonable judgment Engineer determines that the proposed item:
 - 1) is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

- 2) will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;
 - 3) has a proven record of performance and availability of responsive service; and
 - 4) is not objectionable to Owner.
- b. Contractor certifies that, if the proposed item is approved and incorporated into the Work:
- 1) there will be no increase in cost to the Owner or increase in Contract Times; and
 - 2) the item will conform substantially to the detailed requirements of the item named in the Contract Documents.
- B. *Contractor's Expense*: Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.
- C. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal," which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.
- D. *Effect of Engineer's Determination*: Neither approval nor denial of an "or-equal" request will result in any change in Contract Price. The Engineer's denial of an "or-equal" request will be final and binding, and may not be reversed through an appeal under any provision of the Contract.
- E. *Treatment as a Substitution Request*: If Engineer determines that an item of equipment or material proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer consider the item a proposed substitute pursuant to Paragraph 7.06.

7.06 Substitutes

- A. *Contractor's Request; Governing Criteria*: Unless the specification or description of an item of equipment or material required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material under the circumstances described below. To the extent possible such requests must be made before commencement of related construction at the Site.
1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of equipment or material from anyone other than Contractor.
 2. The requirements for review by Engineer will be as set forth in Paragraph 7.06.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.

3. Contractor shall make written application to Engineer for review of a proposed substitute item of equipment or material that Contractor seeks to furnish or use. The application:
 - a. will certify that the proposed substitute item will:
 - 1) perform adequately the functions and achieve the results called for by the general design;
 - 2) be similar in substance to the item specified; and
 - 3) be suited to the same use as the item specified.
 - b. will state:
 - 1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times;
 - 2) whether use of the proposed substitute item 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 other work on the Project) to adapt the design to the proposed substitute item; and
 - 3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.
 - c. will identify:
 - 1) all variations of the proposed substitute item from the item specified; and
 - 2) available engineering, sales, maintenance, repair, and replacement services.
 - d. will contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.
- B. *Engineer's Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.
- C. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- D. *Reimbursement of Engineer's Cost:* Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

- E. *Contractor's Expense:* Contractor shall provide all data in support of any proposed substitute at Contractor's expense.
- F. *Effect of Engineer's Determination:* If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request will be final and binding, and may not be reversed through an appeal under any provision of the Contract. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.06.D, by timely submittal of a Change Proposal.

7.07 *Concerning Subcontractors and Suppliers*

- A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner. The Contractor's retention of a Subcontractor or Supplier for the performance of parts of the Work will not relieve Contractor's obligation to Owner to perform and complete the Work in accordance with the Contract Documents.
- B. Contractor shall retain specific Subcontractors and Suppliers for the performance of designated parts of the Work if required by the Contract to do so.
- C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor or Supplier to furnish or perform any of the Work against which Contractor has reasonable objection.
- D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within 5 days.
- E. Owner may require the replacement of any Subcontractor or Supplier. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors or Suppliers for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor or Supplier so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor or Supplier.
- F. If Owner requires the replacement of any Subcontractor or Supplier retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.
- G. No acceptance by Owner of any such Subcontractor or Supplier, whether initially or as a replacement, will constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.

- H. On a monthly basis, Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.
- I. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors and Suppliers.
- J. The divisions and sections of the Specifications and the identifications of any Drawings do not control Contractor in dividing the Work among Subcontractors or Suppliers, or in delineating the Work to be performed by any specific trade.
- K. All Work performed for Contractor by a Subcontractor or Supplier must be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract for the benefit of Owner and Engineer.
- L. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor for Work performed for Contractor by the Subcontractor or Supplier.
- M. Contractor shall restrict all Subcontractors and Suppliers from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed in this Contract.

7.08 *Patent Fees and Royalties*

- A. 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. If an invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights will be disclosed in the Contract Documents.
- B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.
- C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

7.09 *Permits*

- A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits, licenses, and certificates of occupancy. 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 the submission of Contractor's Bid (or when Contractor became bound under a negotiated contract). Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

7.10 *Taxes*

- A. 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.

7.11 *Laws and Regulations*

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work or other action. It is not Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this does not relieve Contractor of its obligations under Paragraph 3.03.
- C. Owner or Contractor may give written notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such written notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

7.12 *Record Documents*

- A. Contractor shall maintain in a safe place at the Site one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved Shop Drawings. Contractor shall keep such record documents in good order and annotate them to show changes made during construction. These record documents, together with all approved Samples, will be available to Engineer for reference. Upon completion of the Work, Contractor shall deliver these record documents to Engineer.

7.13 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations.
- B. Contractor shall designate a qualified and experienced safety representative whose duties and responsibilities are the prevention of Work-related accidents and the maintenance and supervision of safety precautions and programs.
- C. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
 - 1. all persons on the Site or who may be affected by the Work;
 - 2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 - 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- D. All damage, injury, or loss to any property referred to in Paragraph 7.13.C.2 or 7.13.C.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).
- E. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection.
- F. Contractor shall notify Owner; the owners of adjacent property; the owners of Underground Facilities and other utilities (if the identity of such owners is known to Contractor); and other contractors and utility owners performing work at or adjacent to the Site, in writing, when Contractor knows that prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.
- G. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. Any Owner's safety programs that are applicable to the Work are identified or included in the Supplementary Conditions or Specifications.
- H. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.

- I. Contractor's duties and responsibilities for safety and protection will continue until all the Work is completed, Engineer has issued a written notice to Owner and Contractor in accordance with Paragraph 15.06.C that the Work is acceptable, and Contractor has left the Site (except as otherwise expressly provided in connection with Substantial Completion).
- J. Contractor's duties and responsibilities for safety and protection will resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.14 *Hazard Communication Programs*

- A. Contractor shall be responsible for coordinating any exchange of safety data sheets (formerly known as material safety data sheets) or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

7.15 *Emergencies*

- A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused by an emergency, or are required as a result of Contractor's response to an emergency. If Engineer determines that a change in the Contract Documents is required because of an emergency or Contractor's response, a Work Change Directive or Change Order will be issued.

7.16 *Submittals*

A. *Shop Drawing and Sample Requirements*

- 1. Before submitting a Shop Drawing or Sample, Contractor shall:
 - a. review and coordinate the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
 - b. determine and verify:
 - 1) all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect to the Submittal;
 - 2) the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
 - 3) all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto;
 - c. confirm that the Submittal is complete with respect to all related data included in the Submittal.
- 2. Each Shop Drawing or Sample must bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that Submittal, and that Contractor approves the Submittal.

3. With each Shop Drawing or Sample, Contractor shall give Engineer specific written notice of any variations that the Submittal may have from the requirements of the Contract Documents. This notice must be set forth in a written communication separate from the Submittal; and, in addition, in the case of a Shop Drawing by a specific notation made on the Shop Drawing itself.
- B. *Submittal Procedures for Shop Drawings and Samples:* Contractor shall label and submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals.
1. *Shop Drawings*
 - a. Contractor shall submit the number of copies required in the Specifications.
 - b. Data shown on the Shop Drawings must be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide, and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.C.
 2. *Samples*
 - a. Contractor shall submit the number of Samples required in the Specifications.
 - b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the Submittal for the limited purposes required by Paragraph 7.16.C.
 3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.
- C. *Engineer's Review of Shop Drawings and Samples*
1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the accepted Schedule of Submittals. Engineer's review and approval will be only to determine if the items covered by the Submittals will, after installation or incorporation in the Work, comply with the requirements of the Contract Documents, and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
 2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction, or to safety precautions or programs incident thereto.
 3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
 4. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will

document any such approved variation from the requirements of the Contract Documents in a Field Order or other appropriate Contract modification.

5. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for complying with the requirements of Paragraphs 7.16.A and B.
6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, will not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.
7. Neither Engineer's receipt, review, acceptance, or approval of a Shop Drawing or Sample will result in such item becoming a Contract Document.
8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.C.4.

D. Resubmittal Procedures for Shop Drawings and Samples

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous Submittals.
2. Contractor shall furnish required Shop Drawing and Sample submittals with sufficient information and accuracy to obtain required approval of an item with no more than two resubmittals. Engineer will record Engineer's time for reviewing a third or subsequent resubmittal of a Shop Drawing or Sample, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges.
3. If Contractor requests a change of a previously approved Shop Drawing or Sample, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

E. Submittals Other than Shop Drawings, Samples, and Owner-Delegated Designs

1. The following provisions apply to all Submittals other than Shop Drawings, Samples, and Owner-delegated designs:
 - a. Contractor shall submit all such Submittals to the Engineer in accordance with the Schedule of Submittals and pursuant to the applicable terms of the Contract Documents.
 - b. Engineer will provide timely review of all such Submittals in accordance with the Schedule of Submittals and return such Submittals with a notation of either Accepted or Not Accepted. Any such Submittal that is not returned within the time established in the Schedule of Submittals will be deemed accepted.
 - c. Engineer's review will be only to determine if the Submittal is acceptable under the requirements of the Contract Documents as to general form and content of the Submittal.

- d. If any such Submittal is not accepted, Contractor shall confer with Engineer regarding the reason for the non-acceptance, and resubmit an acceptable document.
- 2. Procedures for the submittal and acceptance of the Progress Schedule, the Schedule of Submittals, and the Schedule of Values are set forth in Paragraphs 2.03, 2.04, and 2.05.
- F. Owner-delegated Designs: Submittals pursuant to Owner-delegated designs are governed by the provisions of Paragraph 7.19.

7.17 Contractor's General Warranty and Guarantee

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer is entitled to rely on Contractor's warranty and guarantee.
- B. Owner's rights under this warranty and guarantee are in addition to, and are not limited by, Owner's rights under the correction period provisions of Paragraph 15.08. The time in which Owner may enforce its warranty and guarantee rights under this Paragraph 7.17 is limited only by applicable Laws and Regulations restricting actions to enforce such rights; provided, however, that after the end of the correction period under Paragraph 15.08:
 - 1. Owner shall give Contractor written notice of any defective Work within 60 days of the discovery that such Work is defective; and
 - 2. Such notice will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the notice.
- C. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
 - 1. abuse, or improper modification, maintenance, or operation, by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
 - 2. normal wear and tear under normal usage.
- D. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents is absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents, a release of Contractor's obligation to perform the Work in accordance with the Contract Documents, or a release of Owner's warranty and guarantee rights under this Paragraph 7.17:
 - 1. Observations by Engineer;
 - 2. Recommendation by Engineer or payment by Owner of any progress or final payment;
 - 3. The issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
 - 4. Use or occupancy of the Work or any part thereof by Owner;
 - 5. Any review and approval of a Shop Drawing or Sample submittal;
 - 6. The issuance of a notice of acceptability by Engineer;
 - 7. The end of the correction period established in Paragraph 15.08;
 - 8. Any inspection, test, or approval by others; or

9. Any correction of defective Work by Owner.
- E. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract will govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

7.18 Indemnification

- A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from losses, damages, costs, and judgments (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising from third-party claims or actions relating to or resulting from the performance or furnishing of the Work, provided that any such claim, action, loss, cost, judgment or damage is attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable.
- B. In any and all claims against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A will not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

7.19 Delegation of Professional Design Services

- A. Owner may require Contractor to provide professional design services for a portion of the Work by express delegation in the Contract Documents. Such delegation will specify the performance and design criteria that such services must satisfy, and the Submittals that Contractor must furnish to Engineer with respect to the Owner-delegated design.
- B. Contractor shall cause such Owner-delegated professional design services to be provided pursuant to the professional standard of care by a properly licensed design professional, whose signature and seal must appear on all drawings, calculations, specifications, certifications, and Submittals prepared by such design professional. Such design professional must issue all certifications of design required by Laws and Regulations.
- C. If a Shop Drawing or other Submittal related to the Owner-delegated design is prepared by Contractor, a Subcontractor, or others for submittal to Engineer, then such Shop Drawing or other Submittal must bear the written approval of Contractor's design professional when submitted by Contractor to Engineer.

- D. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, and approvals performed or provided by the design professionals retained or employed by Contractor under an Owner-delegated design, subject to the professional standard of care and the performance and design criteria stated in the Contract Documents.
- E. Pursuant to this Paragraph 7.19, Engineer's review, approval, and other determinations regarding design drawings, calculations, specifications, certifications, and other Submittals furnished by Contractor pursuant to an Owner-delegated design will be only for the following limited purposes:
 - 1. Checking for conformance with the requirements of this Paragraph 7.19;
 - 2. Confirming that Contractor (through its design professionals) has used the performance and design criteria specified in the Contract Documents; and
 - 3. Establishing that the design furnished by Contractor is consistent with the design concept expressed in the Contract Documents.
- F. Contractor shall not be responsible for the adequacy of performance or design criteria specified by Owner or Engineer.
- G. Contractor is not required to provide professional services in violation of applicable Laws and Regulations.

ARTICLE 8-OTHER WORK AT THE SITE

8.01 *Other Work*

- A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.
- B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any third-party utility work that Owner has arranged to take place at or adjacent to the Site, Owner shall provide such information to Contractor.
- C. Contractor shall afford proper and safe access to the Site to each contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work.
- D. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.

- E. If the proper execution or results of any part of Contractor's Work depends upon work performed by others, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.
- F. The provisions of this article are not applicable to work that is performed by third-party utilities or other third-party entities without a contract with Owner, or that is performed without having been arranged by Owner. If such work occurs, then any related delay, disruption, or interference incurred by Contractor is governed by the provisions of Paragraph 4.05.C.3.

8.02 *Coordination*

- A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be set forth in the Supplementary Conditions or provided to Contractor prior to the start of any such other work:
 - 1. The identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;
 - 2. An itemization of the specific matters to be covered by such authority and responsibility; and
 - 3. The extent of such authority and responsibilities.
- B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

8.03 *Legal Relationships*

- A. If, in the course of performing other work for Owner at or adjacent to the Site, the Owner's employees, any other contractor working for Owner, or any utility owner that Owner has arranged to perform work, causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment will take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract, and any remedies available to Contractor under Laws or Regulations concerning utility action or inaction. When applicable, any such equitable adjustment in Contract Price will be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times or Contract Price is subject to the provisions of Paragraphs 4.05.D and 4.05.E.

- B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.
 - 1. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this Paragraph 8.03.B.
 - 2. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due Contractor.
- C. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

ARTICLE 9-OWNER'S RESPONSIBILITIES

9.01 *Communications to Contractor*

- A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

9.02 *Replacement of Engineer*

- A. Owner may at its discretion appoint an engineer to replace Engineer, provided Contractor makes no reasonable objection to the replacement engineer. The replacement engineer's status under the Contract Documents will be that of the former Engineer.

9.03 *Furnish Data*

- A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

9.04 *Pay When Due*

- A. Owner shall make payments to Contractor when they are due as provided in the Agreement.

9.05 *Lands and Easements; Reports, Tests, and Drawings*

- A. Owner's duties with respect to providing lands and easements are set forth in Paragraph 5.01.
- B. Owner's duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.
- C. Article S refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

9.06 *Insurance*

- A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.

9.07 *Change Orders*

- A. Owner's responsibilities with respect to Change Orders are set forth in Article 11.

9.08 *Inspections, Tests, and Approvals*

- A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.

9.09 *Limitations on Owner's Responsibilities*

- A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

9.10 *Undisclosed Hazardous Environmental Condition*

- A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.

9.11 *Evidence of Financial Arrangements*

- A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract (including obligations under proposed changes in the Work).

9.12 *Safety Programs*

- A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.
- B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

ARTICLE 10-ENGINEER'S STATUS DURING CONSTRUCTION

10.01 *Owner's Representative*

- A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract.

10.02 *Visits to Site*

- A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe, as an experienced and qualified design professional, the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.
- B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 10.07. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

10.0 *Resident Project Representative*

- A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in the Supplementary Conditions and in Paragraph 10.07.
- B. If Owner designates an individual or entity who is not Engineer's consultant, agent, or employee to represent Owner at the Site, then the responsibilities and authority of such individual or entity will be as provided in the Supplementary Conditions.

10.04 *Engineer's Authority*

- A. Engineer has the authority to reject Work in accordance with Article 14.
- B. Engineer's authority as to Submittals is set forth in Paragraph 7.16.
- C. Engineer's authority as to design drawings, calculations, specifications, certifications and other Submittals from Contractor in response to Owner's delegation (if any) to Contractor of professional design services, is set forth in Paragraph 7.19.
- D. Engineer's authority as to changes in the Work is set forth in Article 11.

E. Engineer's authority as to Applications for Payment is set forth in Article 15.

10.05 *Determinations for Unit Price Work*

A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor as set forth in Paragraph 13.03.

10.06 *Decisions on Requirements of Contract Documents and Acceptability of Work*

A. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth herein for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

10.07 *Limitations on Engineer's Authority and Responsibilities*

A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, will create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. Engineer's review of the final Application for Payment and accompanying documentation, and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Contractor under Paragraph 15.06.A, will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.

E. The limitations upon authority and responsibility set forth in this Paragraph 10.07 also apply to the Resident Project Representative, if any.

10.08 *Compliance with Safety Program*

A. While at the Site, Engineer's employees and representatives will comply with the specific applicable requirements of Owner's and Contractor's safety programs of which Engineer has been informed.

ARTICLE 11-CHANGES TO THE CONTRACT

11.01 *Amending and Supplementing the Contract*

- A. The Contract may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.
- B. If an amendment or supplement to the Contract includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order.
- C. All changes to the Contract that involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, must be supported by Engineer's recommendation. Owner and Contractor may amend other terms and conditions of the Contract without the recommendation of the Engineer.

11.02 *Change Orders*

- A. Owner and Contractor shall execute appropriate Change Orders covering:
 - 1. Changes in Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
 - 2. Changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;
 - 3. Changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.05, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters; and
 - 4. Changes that embody the substance of any final and binding results under: Paragraph 11.03.B, resolving the impact of a Work Change Directive; Paragraph 11.09, concerning Change Proposals; Article 12, Claims; Paragraph 13.02.D, final adjustments resulting from allowances; Paragraph 13.03.D, final adjustments relating to determination of quantities for Unit Price Work; and similar provisions.
- B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of Paragraph 11.02.A, it will be deemed to be of full force and effect, as if fully executed.

11.03 *Work Change Directives*

- A. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.07 regarding change of Contract Price.

- B. If Owner has issued a Work Change Directive and:
 - 1. Contractor believes that an adjustment in Contract Times or Contract Price is necessary, then Contractor shall submit any Change Proposal seeking such an adjustment no later than 30 days after the completion of the Work set out in the Work Change Directive.
 - 2. Owner believes that an adjustment in Contract Times or Contract Price is necessary, then Owner shall submit any Claim seeking such an adjustment no later than 60 days after issuance of the Work Change Directive.

11.04 *Field Orders*

- A. Engineer may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly.
- B. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

11.05 *Owner-Authorized Changes in the Work*

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work. Changes involving the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters will be supported by Engineer's recommendation.
- B. Such changes in the Work may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work must be performed under the applicable conditions of the Contract Documents.
- C. Nothing in this Paragraph 11.05 obligates Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

11.06 *Unauthorized Changes in the Work*

- A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.C.2.

11.07 *Change of Contract Price*

- A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment of Contract Price must comply with the provisions of Article 12.
- B. An adjustment in the Contract Price will be determined as follows:

1. Where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03);
 2. Where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.07.C.2); or
 3. Where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.07.C).
- C. *Contractor's Fee:* When applicable, the Contractor's fee for overhead and profit will be determined as follows:
1. A mutually acceptable fixed fee; or
 2. If a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
 - a. For costs incurred under Paragraphs 13.01.8.1 and 13.01.8.2, the Contractor's fee will be 15 percent;
 - b. For costs incurred under Paragraph 13.01.B.3, the Contractor's fee will be 5 percent;
 - c. Where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.07.C.2.a and 11.07.C.2.b is that the Contractor's fee will be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.8.1 and 13.01.8.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of 5 percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted Work the maximum total fee to be paid by Owner will be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the Work;
 - d. No fee will be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.8.5, and 13.01.C;
 - e. The amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in Cost of the Work will be the amount of the actual net decrease in Cost of the Work and a deduction of an additional amount equal to 5 percent of such actual net decrease in Cost of the Work; and
 - f. When both additions and credits are involved in any one change or Change Proposal, the adjustment in Contractor's fee will be computed by determining the sum of the costs in each of the cost categories in Paragraph 13.01.8 (specifically, payroll costs, Paragraph 13.01.B.1; incorporated materials and equipment costs, Paragraph 13.01.8.2; Subcontract costs, Paragraph 13.01.B.3; special consultants costs, Paragraph 13.01.8.4; and other costs, Paragraph 13.01.8.5) and applying to each such cost category sum the appropriate fee from Paragraphs 11.07.C.2.a through 11.07.C.2.e, inclusive.

11.08 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment in the Contract Times must comply with the provisions of Article 12.
- B. Delay, disruption, and interference in the Work, and any related changes in Contract Times, are addressed in and governed by Paragraph 4.05.

11.09 *Change Proposals*

- A. *Purpose and Content:* Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; contest an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; challenge a set-off against payment due; or seek other relief under the Contract. The Change Proposal will specify any proposed change in Contract Times or Contract Price, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents. Each Change Proposal will address only one issue, or a set of closely related issues.

- B. *Change Proposal Procedures*

- 1. *Submittal:* Contractor shall submit each Change Proposal to Engineer within 30 days after the start of the event giving rise thereto, or after such initial decision.
- 2. *Supporting Data:* The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal.
 - a. Change Proposals based on or related to delay, interruption, or interference must comply with the provisions of Paragraphs 4.05.D and 4.05.E.
 - b. Change proposals related to a change of Contract Price must include full and detailed accounts of materials incorporated into the Work and labor and equipment used for the subject Work.

The supporting data must be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event.

- 3. *Engineer's Initial Review:* Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal. If in its discretion Engineer concludes that additional supporting data is needed before conducting a full review and making a decision regarding the Change Proposal, then Engineer may request that Contractor submit such additional supporting data by a date specified by Engineer, prior to Engineer beginning its full review of the Change Proposal.
- 4. *Engineer's Full Review and Action on the Change Proposal:* Upon receipt of Contractor's supporting data (including any additional data requested by Engineer), Engineer will conduct a full review of each Change Proposal and, within 30 days after such receipt of the Contractor's supporting data, either approve the Change Proposal in whole, deny it in whole, or approve it in part and deny it in part. Such actions must be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change

Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.

5. *Binding Decision:* Engineer's decision is final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.
- C. *Resolution of Certain Change Proposals:* If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties in writing that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice will be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.
- D. *Post-Completion:* Contractor shall not submit any Change Proposals after Engineer issues a written recommendation of final payment pursuant to Paragraph 15.06.B.

11.10 *Notification to Surety*

- A. If the provisions of any bond require notice to be given to a surety 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 Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

ARTICLE 12-CLAIMS

12.01 *Claims*

- A. *Claims Process:* The following disputes between Owner and Contractor are subject to the Claims process set forth in this article:
 1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;
 2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents;
 3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters; and
 4. Subject to the waiver provisions of Paragraph 15.07, any dispute arising after Engineer has issued a written recommendation of final payment pursuant to Paragraph 15.06.B.
- B. *Submittal of Claim:* The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim rests with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge

and believe the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.

- C. *Review and Resolution:* The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim will be stated in writing and submitted to the other party, with a copy to Engineer.
- D. *Mediation*
 - 1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate will stay the Claim submittal and response process.
 - 2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process will resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim submittal and decision process will resume as of the date of the conclusion of the mediation, as determined by the mediator.
 - 3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.
- E. *Partial Approval:* If the party receiving a Claim approves the Claim in part and denies it in part, such action will be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.
- F. *Denial of Claim:* If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim will be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.
- G. *Final and Binding Results:* If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim will be incorporated in a Change Order or other written document to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

ARTICLE 13-COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

13.01 Cost of the Work

- A. *Purposes for Determination of Cost of the Work:* The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:
 - 1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or

2. When needed to determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.
- B. *Costs Included:* Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work will be in amounts no higher than those commonly incurred in the locality of the Project, will not include any of the costs itemized in Paragraph 13.01.C, and will include only the following items:
1. 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 in advance of the subject Work. Such employees include, without limitation, superintendents, foremen, safety managers, safety representatives, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work will be apportioned on the basis of their time spent on the Work. Payroll costs include, but are not limited to, salaries and wages plus the cost of fringe benefits, which include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, sick leave, and vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, will be included in the above to the extent authorized by Owner.
 2. 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 accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts will accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment will accrue to Owner, and Contractor shall make provisions so that they may be obtained.
 3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, which will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any 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 and fee will be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.
 4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed or retained for services specifically related to the Work.
 5. Other costs consisting of the following:
 - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
 - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, 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.

- 1) In establishing included costs for materials such as scaffolding, plating, or sheeting, consideration will be given to the actual or the estimated life of the material for use on other projects; or rental rates may be established on the basis of purchase or salvage value of such items, whichever is less. Contractor will not be eligible for compensation for such items in an amount that exceeds the purchase cost of such item.

c. *Construction Equipment Rental*

- 1) Rentals of all construction equipment and machinery, and the parts thereof, in accordance with rental agreements approved by Owner as to price (including any surcharge or special rates applicable to overtime use of the construction equipment or machinery), and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs will be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts must cease when the use thereof is no longer necessary for the Work.
 - 2) Costs for equipment and machinery owned by Contractor or a Contractor-related entity will be paid at a rate shown for such equipment in the equipment rental rate book specified in the Supplementary Conditions. An hourly rate will be computed by dividing the monthly rates by 176. These computed rates will include all operating costs.
 - 3) With respect to Work that is the result of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price ("changed Work"), included costs will be based on the time the equipment or machinery is in use on the changed Work and the costs of transportation, loading, unloading, assembly, dismantling, and removal when directly attributable to the changed Work. The cost of any such equipment or machinery, or parts thereof, must cease to accrue when the use thereof is no longer necessary for the changed Work.
- d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
 - e. 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.
 - f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of builder's risk or other property insurance established in accordance with Paragraph 6.04), provided such losses and damages 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 include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses will be included in the Cost of the Work for the purpose of determining Contractor's fee.

- g. The cost of utilities, fuel, and sanitary facilities at the Site.
- h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.
- i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.

C. *Costs Excluded:* The term Cost of the Work does not include any of the following items:

- 1. Payroll costs and other compensation of Contractor's officers, executives, principals, 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 branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.
- 2. The cost of purchasing, renting, or furnishing small tools and hand tools.
- 3. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
- 4. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
- 5. 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.
- 6. Expenses incurred in preparing and advancing Claims.
- 7. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.

D. *Contractor's Fee*

- 1. When the Work as a whole is performed on the basis of cost-plus-a-fee, then:
 - a. Contractor's fee for the Work set forth in the Contract Documents as of the Effective Date of the Contract will be determined as set forth in the Agreement.
 - b. for any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work, Contractor's fee will be determined as follows:
 - 1) When the fee for the Work as a whole is a percentage of the Cost of the Work, the fee will automatically adjust as the Cost of the Work changes.
 - 2) When the fee for the Work as a whole is a fixed fee, the fee for any additions or deletions will be determined in accordance with Paragraph 11.07.C.2.
- 2. When the Work as a whole is performed on the basis of a stipulated sum, or any other basis other than cost-plus-a-fee, then Contractor's fee for any Work covered by a Change

Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work will be determined in accordance with Paragraph 11.07.C.2.

- E. *Documentation and Audit*: Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor and pertinent Subcontractors will establish and maintain records of the costs in accordance with generally accepted accounting practices. Subject to prior written notice, Owner will be afforded reasonable access, during normal business hours, to all Contractor's accounts, records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to the Cost of the Work and Contractor's fee. Contractor shall preserve all such documents for a period of three years after the final payment by Owner. Pertinent Subcontractors will afford such access to Owner, and preserve such documents, to the same extent required of Contractor.

13.02 Allowances

- A. 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 performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.
- B. *Cash Allowances*: Contractor agrees that:
1. the cash 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
 2. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment for any of the foregoing will be valid.
- C. *Owner's Contingency Allowance*: Contractor agrees that an Owner's contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.
- D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor for Work covered by allowances, and the Contract Price will be correspondingly adjusted.

13.03 Unit Price Work

- A. 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 unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.
- B. 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. Payments to Contractor for Unit Price Work will be based on actual quantities.
- C. 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.
- D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision

thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, and the final adjustment of Contract Price will be set forth in a Change Order, subject to the provisions of the following paragraph.

E. *Adjustments in Unit Price*

1. Contractor or Owner shall be entitled to an adjustment in the unit price with respect to an item of Unit Price Work if:
 - a. the quantity of the item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and
 - b. Contractor's unit costs to perform the item of Unit Price Work have changed materially and significantly as a result of the quantity change.
2. The adjustment in unit price will account for and be coordinated with any related changes in quantities of other items of Work, and in Contractor's costs to perform such other Work, such that the resulting overall change in Contract Price is equitable to Owner and Contractor.
3. Adjusted unit prices will apply to all units of that item.

ARTICLE 14-TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK

14.01 *Access to Work*

- A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply with such procedures and programs as applicable.

14.02 *Tests, Inspections, and Approvals*

- A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work will be governed by the provisions of Paragraph 14.05.
- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.

- D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:
1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;
 2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;
 3. by manufacturers of equipment furnished under the Contract Documents;
 4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and
 5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

Such inspections and tests will be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner and Engineer.

- E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.
- F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering will be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to cover the same and Engineer had not acted with reasonable promptness in response to such notice.

14.03 Defective Work

- A. *Contractor's Obligation:* It is Contractor's obligation to assure that the Work is not defective.
- B. *Engineer's Authority:* Engineer has the authority to determine whether Work is defective, and to reject defective Work.
- C. *Notice of Defects:* Prompt written notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.
- D. *Correction, or Removal and Replacement:* Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.
- E. *Preservation of Warranties:* When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.
- F. *Costs and Damages:* In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs,

losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

14.04 *Acceptance of Defective Work*

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so (subject, if such acceptance occurs prior to final payment, to Engineer's confirmation that such acceptance is in general accord with the design intent and applicable engineering principles, and will not endanger public safety). Contractor shall pay all claims, costs, losses, and damages attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness), and for the diminished value of the Work to the extent not otherwise paid by Contractor. If any such acceptance occurs prior to final payment, the necessary revisions in the Contract Documents with respect to the Work will be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against payments due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to Owner.

14.05 *Uncovering Work*

- A. Engineer has the authority to require additional inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.
- B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.
- C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.
 - 1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.
 - 2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

14.06 *Owner May Stop the Work*

- A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then 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 will not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

14.07 Owner May Correct Defective Work

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace defective Work as required by Engineer, then Owner may, after 7 days' written notice to Contractor, correct or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or 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, 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, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.
- C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.
- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

ARTICLE 15-PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

15.01 Progress Payments

- A. *Basis for Progress Payments:* The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments for Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.
- B. *Applications for Payments*
 - 1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents.
 - 2. 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 must also be accompanied by: (a) a bill of sale, invoice, copies of subcontract or purchase order payments, or other documentation

establishing full payment by Contractor for the materials and equipment; (b) at Owner's request, documentation warranting that Owner has received the materials and equipment free and clear of all Liens; and (c) evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

3. Beginning with the second Application for Payment, each Application must include an affidavit of Contractor stating that all previous progress payments received by Contractor have been applied to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
4. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

C. Review of Applications

1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:
 - a. the Work has progressed to the point indicated;
 - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and
 - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
 - a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or
 - b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
 - a. to supervise, direct, or control the Work;
 - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto;
 - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work;
 - d. to make any examination to ascertain how or for what purposes Contractor has used the money paid by Owner; or
 - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.
6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:
 - a. the Work is defective, requiring correction or replacement;
 - b. the Contract Price has been reduced by Change Orders;
 - c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or
 - e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

D. *Payment Becomes Due*

1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor.

E. *Reductions in Payment by Owner*

1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:
 - a. Claims have been made against Owner based on Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages resulting from Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;

- b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;
 - c. Contractor has failed to provide and maintain required bonds or insurance;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;
 - e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;
 - f. The Work is defective, requiring correction or replacement;
 - g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - h. The Contract Price has been reduced by Change Orders;
 - i. An event has occurred that would constitute a default by Contractor and therefore justify a termination for cause;
 - j. Liquidated or other damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;
 - k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens; or
 - l. Other items entitle Owner to a set-off against the amount recommended.
2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed will be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.
 3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld will be treated as an amount due as determined by Paragraph 15.01.D.1 and subject to interest as provided in the Agreement.

15.02 *Contractor's Warranty of Title*

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than 7 days after the time of payment by Owner.

15.03 *Substantial Completion*

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time

submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.

- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which will fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have 7 days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.
- D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.
- E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.
- F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

15.04 *Partial Use or Occupancy*

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without

significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:

1. At any time, Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through 15.03.E for that part of the Work.
2. At any time, Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.04 regarding builder's risk or other property insurance.

15.05 *Final Inspection*

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

15.06 *Final Payment*

A. *Application for Payment*

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents (as provided in Paragraph 7.12), and other documents, Contractor may make application for final payment.
2. The final Application for Payment must be accompanied (except as previously delivered) by:
 - a. all documentation called for in the Contract Documents;
 - b. consent of the surety, if any, to final payment;
 - c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.

- d. a list of all duly pending Change Proposals and Claims; and
 - e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.
- 3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.
- B. *Engineer's Review of Final Application and Recommendation of Payment:* If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within 10 days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the final Application for Payment to Owner for payment. Such recommendation will account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. Otherwise, Engineer will return the Application for Payment 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 for Payment.
- C. *Notice of Acceptability:* In support of its recommendation of payment of the final Application for Payment, Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to stated limitations in the notice and to the provisions of Paragraph 15.07.
- D. *Completion of Work:* The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment and issuance of notice of the acceptability of the Work.
- E. *Final Payment Becomes Due:* Upon receipt from Engineer of the final Application for Payment and accompanying documentation, Owner shall set off against the amount recommended by Engineer for final payment any further sum to which Owner is entitled, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions of this Contract with respect to progress payments. Owner shall pay the resulting balance due to Contractor within 30 days of Owner's receipt of the final Application for Payment from Engineer.

15.07 *Waiver of Claims*

- A. By making final payment, Owner waives its claim or right to liquidated damages or other damages for late completion by Contractor, except as set forth in an outstanding Claim,

appeal under the provisions of Article 17, set-off, or express reservation of rights by Owner. Owner reserves all other claims or rights after final payment.

- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted as a Claim, or appealed under the provisions of Article 17.

15.08 *Correction Period*

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the Supplementary Conditions or the terms of any applicable special guarantee required by the Contract Documents), Owner gives Contractor written notice that any Work has been found to be defective, or that Contractor's repair of any damages to the Site or adjacent areas has been found to be defective, then after receipt of such notice of defect Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
 - 1. correct the defective repairs to the Site or such adjacent areas;
 - 2. correct such defective Work;
 - 3. remove the defective Work from the Project and replace it with Work that is not defective, if the defective Work has been rejected by Owner, and
 - 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting from the corrective measures.
- B. Owner shall give any such notice of defect within 60 days of the discovery that such Work or repairs is defective. If such notice is given within such 60 days but after the end of the correction period, the notice will be deemed a notice of defective Work under Paragraph 7.17.B.
- C. If, after receipt of a notice of defect within 60 days and within the correction period, Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others). Contractor's failure to pay such costs, losses, and damages within 10 days of invoice from Owner will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the failure to pay.
- D. In special circumstances where a particular item of equipment is placed in continuous service before Substantial 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.
- E. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

- F. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph are not to be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

ARTICLE 16-SUSPENSION OF WORK AND TERMINATION

16.01 *Owner May Suspend Work*

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times directly attributable to any such suspension. Any Change Proposal seeking such adjustments must be submitted no later than 30 days after the date fixed for resumption of Work.

16.02 *Owner May Terminate for Cause*

- A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:
1. Contractor's persistent failure 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);
 2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;
 3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or
 4. Contractor's repeated disregard of the authority of Owner or Engineer.
- B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) 10 days' written notice that Owner is considering a declaration that Contractor is in default and termination of the Contract, Owner may proceed to:
1. declare Contractor to be in default, and give Contractor (and any surety) written notice that the Contract is terminated; and
 2. enforce the rights available to Owner under any applicable performance bond.
- C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, 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 complete the Work as Owner may deem expedient.
- D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within 7 days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects,

attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

- F. 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, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.
- G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond will govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

16.03 *Owner May Terminate for Convenience*

- A. Upon 7 days' written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid, for (without duplication of any items):
 - 1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
 - 2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and
 - 3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.
- B. Contractor shall not be paid for any loss of anticipated profits or revenue, post-termination overhead costs, or other economic loss arising out of or resulting from such termination.

16.04 *Contractor May Stop Work or Terminate*

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon 7 days' written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.
- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, 7 days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The

provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

ARTICLE 17-FINAL RESOLUTION OF DISPUTES

17.01 *Methods and Procedures*

- A. *Disputes Subject to Final Resolution:* The following disputed matters are subject to final resolution under the provisions of this article:
 - 1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full, pursuant to Article 12; and
 - 2. Disputes between Owner and Contractor concerning the Work, or obligations under the Contract Documents, that arise after final payment has been made.
- B. *Final Resolution of Disputes:* For any dispute subject to resolution under this article, Owner or Contractor may:
 - 1. elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions;
 - 2. agree with the other party to submit the dispute to another dispute resolution process; or
 - 3. if no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.

ARTICLE 18-MISCELLANEOUS

18.01 *Giving Notice*

- A. Whenever any provision of the Contract requires the giving of written notice to Owner, Engineer, or Contractor, it will be deemed to have been validly given only if delivered:
 - 1. in person, by a commercial courier service or otherwise, to the recipient's place of business;
 - 2. by registered or certified mail, postage prepaid, to the recipient's place of business; or
 - 3. by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line.

18.02 *Computation of Times*

- A. When any period of time is referred to in the Contract 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.

18.03 *Cumulative Remedies*

- A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto 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. 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.

18.04 *Limitation of Damages*

- A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner nor Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

18.05 *No Waiver*

- A. A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Contract.

18.06 *Survival of Obligations*

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination of the Contract or of the services of Contractor.

18.07 *Controlling Law*

- A. This Contract is to be governed by the law of the state in which the Project is located.

18.08 *Assignment of Contract*

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party to this Contract of any rights under or interests in the Contract will be binding on the other party without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract.

18.09 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

18.10 *Headings*

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

SUPPLEMENTARY CONDITIONS OF THE CONSTRUCTION CONTRACT

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SUPPLEMENTARY CONDITIONS OF THE CONSTRUCTION CONTRACT

These Supplementary Conditions amend or supplement EJCDC® C-700, Standard General Conditions of the Construction Contract (2018). The General Conditions remain in full force and effect except as amended.

The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

The address system used in these Supplementary Conditions is the same as the address system used in the General Conditions, with the prefix "SC" added-for example, "Paragraph SC-4.05."

ARTICLE 1-DEFINITIONS AND TERMINOLOGY

No suggested Supplementary Conditions in this Article.

ARTICLE 2-PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

SC-2.01 Not used.

2.02 *Copies of Documents*

SC-2.02 Not used.

2.06 *Electronic Transmittals*

SC-2.06 Not used.

ARTICLE 3-CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 *Intent*

SC-3.01 Not used.

ARTICLE 4-COMMENCEMENT AND PROGRESS OF THE WORK

4.05 *Delays in Contractor's Progress*

SC-4.05 Not used.

ARTICLE 5- SITE, SUBSURFACE AND PHYSICAL CONDITIONS, HAZARDOUS ENVIRONMENTAL CONDITIONS

5.03 *Subsurface and Physical Conditions*

Exhibit C-Geotechnical Baseline Report Supplement to the Supplementary Conditions.

SC-5.03 Not used.

5.06 *Hazardous Environmental Conditions*

SC-5.06 Not used

ARTICLE 6-BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

SC-6.01 Add the following paragraphs immediately after Paragraph 6.01.A:

1. *Required Performance Bond Form:* The performance bond that Contractor furnishes will be in the form of EJCDC® C-610, Performance Bond (2010, 2013, or 2018 edition).
2. *Required Payment Bond Form:* The payment bond that Contractor furnishes will be in the form of EJCDC® C-615, Payment Bond (2010, 2013, or 2018 edition).

SC-6.01 Not used.

6.02 *Insurance-General Provisions*

SC-6.02 Not used.

6.03 *Contractor's Insurance*

SC-6.03 Supplement Paragraph 6.03 with the following provisions after Paragraph 6.03.C:

- D. *Workers' Compensation and Employer's Liability:* Contractor shall purchase and maintain workers' compensation and employer's liability insurance, including, as applicable, United States Longshoreman and Harbor Workers' Compensation Act, Jones Act, stop-gap employer's liability coverage for monopolistic states, and foreign voluntary workers' compensation (from available sources, notwithstanding the jurisdictional requirement of Paragraph 6.02.B of the General Conditions).

Workers' Compensation and Related Policies	Policy limits of not less than:
Workers' Compensation	
State	Statutory
Applicable Federal (e.g., Longshoreman's)	Statutory
Employer's Liability	
Policy limit	\$500,000

- E. *Commercial General liability-Claims Covered:* Contractor shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of Contractor, on an occurrence basis, against claims for:
1. damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees,
 2. damages insured by reasonably available personal injury liability coverage, and
 3. damages because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.

F. *Commercial General Liability-Minimum Policy Limits*

Commercial General Liability	Policy limits of not less than:
General Aggregate	\$2,000,000
Products-Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Bodily Injury and Property Damage-Each Occurrence	\$1,000,000

- G. *Automobile Liability*: Contractor shall purchase and maintain automobile liability insurance for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy must be written on an occurrence basis.

Automobile Liability	Policy limits of not less than:
Bodily Injury	
Each Person	\$1,000,000
Each Accident	\$1,000,000
Property Damage	
Each Accident	\$1,000,000
Combined Single Limit	
Combined Single Limit (Bodily Injury and Property Damage)	\$1,000,000

- H. *Umbrella or Excess Liability*: Contractor shall purchase and maintain umbrella or excess liability insurance written over the underlying employer's liability, commercial general liability, and automobile liability insurance described in the Paragraphs above. The coverage afforded must be at least as broad as that of each and every one of the underlying policies.

Excess or Umbrella Liability	Policy limits of not less than:
Each Occurrence	\$5,000,000
General Aggregate	\$5,000,000

6.04 *Builder's Risk and Other Property Insurance*

SC-6.04 Not used.

ARTICLE 7-CONTRACTOR'S RESPONSIBILITIES

7.03 *Labor; Working Hours*

SC-7.03 Not used.

7.10 *Taxes*

SC-7.10 Not used.

7.13 *Safety and Protection*

SC-7.13 Not used.

ARTICLE 8-OTHER WORK AT SITE

8.02 *Coordination*

SC-8.02 Add the following new Paragraph 8.02.C immediately after Paragraph 8.02.B:

- C. Owner may contract with others for the performance of other work at or adjacent to the Site.
 - 1. The Owner shall have authority and responsibility for coordination of the various contractors and work forces at the Site;
 - 2. The following specific matters are to be covered by such authority and responsibility: Any scope of work and any access to site;
 - 3. The extent of such authority and responsibilities is: As allowed by law.

ARTICLE 9-OWNER'S RESPONSIBILITIES

9.13 *Owner's Site Representative*

SC-9.13 Add the following new paragraph immediately after Paragraph 9.12 of the General Conditions:

9.13 *Owner's Site Representative*

- A. Owner will furnish an "Owner's Site Representative" to represent Owner at the Site and assist Owner in observing the progress and quality of the Work. The Owner's Site Representative is not Engineer's consultant, agent, or employee. Owner's Site Representative will be identified prior to the initiation of construction. The authority and responsibilities of Owner's Site Representative follow: to represent the Owner in observance of the progress and quality of the Work.

ARTICLE 10-ENGINEER'S STATUS DURING CONSTRUCTION

10.03 *Resident Project Representative*

SC-10.03 Add the following new subparagraph immediately after Paragraph 10.03.A:

- 1. On this Project, by agreement with the Owner, the Engineer will not furnish a Resident Project Representative to represent Engineer at the Site or assist Engineer in observing the progress and quality of the Work.

ARTICLE 11-CHANGES TO THE CONTRACT

No modifications.

ARTICLE 12-CLAIMS

No modifications.

ARTICLE 13-COST OF WORK; ALLOWANCES, UNIT PRICE WORK

13.01 *Cost of the Work*

SC-13.01 Supplement Paragraph 13.01.C.2 by adding the following definition of small tools and hand tools:

- a. For purposes of this paragraph, "small tools and hand tools" means any tool or equipment whose current price if it were purchased new at retail would be less than \$500.

13.03 *Unit Price Work*

SC-13.03 Not used.

ARTICLE 14-TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK

No modifications.

ARTICLE 15-PAYMENTS TO CONTRACTOR, SET OFFS; COMPLETIONS; CORRECTION PERIOD

15.01 *Progress Payments*

SC-15.01 Add the following new Paragraph 15.01.F:

- F. For contracts in which the Contract Price is based on the Cost of Work, if Owner determines that progress payments made to date substantially exceed the actual progress of the Work (as measured by reference to the Schedule of Values), or present a potential conflict with the Guaranteed Maximum Price, then Owner may require that Contractor prepare and submit a plan for the remaining anticipated Applications for Payment that will bring payments and progress into closer alignment and take into account the Guaranteed Maximum Price (if any), through reductions in billings, increases in retainage, or other equitable measures. Owner will review the plan, discuss any necessary modifications, and implement the plan as modified for all remaining Applications for Payment.

15.03 *Substantial Completion*

SC-15.03 Add the following new subparagraph to Paragraph 15.03.B:

1. If some or all of the Work has been determined not to be at a point of Substantial Completion and will require re-inspection or re-testing by Engineer, the cost of such re-inspection or re-testing, including the cost of time, travel and living expenses, will be paid by Contractor to Owner. If Contractor does not pay, or the parties are unable to agree as to the amount owed, then Owner may impose a reasonable set-off against payments due under this Article 15.

15.08 *Correction Period*

SC-15.08 Not used.

ARTICLE 16-SUSPENSION OF WORK AND TERMINATION

No modifications.

ARTICLE 17-FINAL RESOLUTIONS OF DISPUTES

17.02 *Arbitration*

SC-17.02 Add the following new paragraph immediately after Paragraph 17.01.

17.02 *Arbitration*

- A. All matters subject to final resolution under this Article will be settled by arbitration administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules (subject to the conditions and limitations of this Paragraph SC-17.02). Any controversy or claim in the amount of \$100,000 or less will be settled in accordance with the American Arbitration Association's supplemental rules for Fixed Time and Cost Construction Arbitration. This agreement to arbitrate will be specifically enforceable under the prevailing law of any court having jurisdiction.
- 8. The demand for arbitration will be filed in writing with the other party to the Contract and with the selected arbitration administrator, and a copy will be sent to Engineer for information. The demand for arbitration will be made within the specific time required in Article 17, or if no specified time is applicable within a reasonable time after the matter in question has arisen, and in no event will any such demand be made after the date when institution of legal or equitable proceedings based on such matter in question would be barred by the applicable statute of limitations.
- C. The arbitrator(s) must be licensed engineers, contractors, attorneys, or construction managers. Hearings will take place pursuant to the standard procedures of the Construction Arbitration Rules that contemplate in-person hearings. The arbitrators will have no authority to award punitive or other damages not measured by the prevailing party's actual damages, except as may be required by statute or the Contract. Any award in an arbitration initiated under this clause will be limited to monetary damages and include no injunction or direction to any party other than the direction to pay a monetary amount.
- D. The Arbitrators will have the authority to allocate the costs of the arbitration process among the parties, but will only have the authority to allocate attorneys' fees if a specific Law or Regulation or this Contract permits them to do so.
- E. The award of the arbitrators must be accompanied by a reasoned written opinion and a concise breakdown of the award. The written opinion will cite the Contract provisions deemed applicable and relied on in making the award.
- F. The parties agree that failure or refusal of a party to pay its required share of the deposits for arbitrator compensation or administrative charges will constitute a waiver by that party to present evidence or cross-examine witness. In such event, the other party shall be

required to present evidence and legal argument as the arbitrator(s) may require for the making of an award. Such waiver will not allow for a default judgment against the non-paying party in the absence of evidence presented as provided for above.

- G. No arbitration arising out of or relating to the Contract will include by consolidation, joinder, or in any other manner any other individual or entity (including Engineer, and Engineer's consultants and the officers, directors, partners, agents, employees or consultants of any of them) who is not a party to this Contract unless:
 - 1. the inclusion of such other individual or entity will allow complete relief to be afforded among those who are already parties to the arbitration;
 - 2. such other individual or entity is substantially involved in a question of law or fact which is common to those who are already parties to the arbitration, and which will arise in such proceedings;
 - 3. such other individual or entity is subject to arbitration under a contract with either Owner or Contractor, or consents to being joined in the arbitration; and
 - 4. the consolidation or joinder is in compliance with the arbitration administrator's procedural rules.
- H. The award will be final. Judgment may be entered upon it in any court having jurisdiction thereof, and it will not be subject to modification or appeal, subject to provisions of the Laws and Regulations relating to vacating or modifying an arbitral award.
- I. Except as may be required by Laws or Regulations, neither party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties, with the exception of any disclosure required by Laws and Regulations or the Contract. To the extent any disclosure is allowed pursuant to the exception, the disclosure must be strictly and narrowly limited to maintain confidentiality to the extent possible.

ARTICLE 18-MISCELLANEOUS

18.08 *Assignment of Contract*

SC-18.08 No modifications.

PART4
TECHNICAL SPECIFICATIONS

SECTION 011000- SUMMARY

PART 1 -GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:

1. Project information.
2. Work covered by Contract Documents.
3. Contractor's use of site and premises.
4. Work restrictions.
5. Specification and Drawing conventions.
6. Miscellaneous provisions.

- B. Related Requirements:

1. Section 015000 "Temporary Facilities and Controls" for limitations and procedures governing temporary use of Owner's facilities.

1.3 DEFINITIONS

- A. Work Package: A group of specifications drawings, and schedules prepared by the design team to describe a portion of the Project Work for pricing, permitting, and construction.

1.4 PROJECT INFORMATION

- A. Project Identification: **FERRY STREET AND POLLARD ROAD SIDEWALK PROJECT**

1. Project Location: Ashland, Kentucky.

- B. Owner: City of Ashland, 1700 Greenup Avenue, Ashland, Kentucky.

1.5 WORK COVERED BY CONTRACT DOCUMENTS

- A. The Work of Project is defined by the Contract Documents and includes, but is not limited to, the following:

1. Construction of sidewalks, curb ramps, driveways, curb and gutter, and other work as indicated on the drawings and specifications.

B. Type of Contract:

1. Project will be constructed under a single prime contract.

1.6 CONTRACTOR'S USE OF SITE AND PREMISES

- A. Unrestricted Use of Site: Contractor shall have full use of Project site for construction operations during construction period. Contractor's use of Project site is limited only by Owner's right to perform work or to retain other contractors on portions of Project.
- B. Limits on Use of Site: Limit use of Project site to **areas within the Contract limits** indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.
1. Driveways, Walkways and Entrances: Keep driveways and entrances serving premises clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or for storage of materials.
 - a. Schedule deliveries to minimize use of driveways and entrances by construction operations.
 - b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.
- C. Condition of Existing Grounds: Maintain portions of existing grounds, landscaping, and hardscaping affected by construction operations throughout construction period. Repair damage caused by construction operations.

1.7 WORK RESTRICTIONS

- A. Comply with restrictions on construction operations.
1. Comply with limitations on use of public streets, work on public streets, rights of way, and other requirements of authorities having jurisdiction.
- B. Noise, Vibration, Dust, and Odors: Coordinate operations that may result in high levels of noise and vibration, dust, odors, or other disruption to Owner occupancy with Owner.

1.8 SPECIFICATION AND DRAWING CONVENTIONS

- A. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
1. Imperative mood and streamlined language are generally used in the Specifications. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon(:) is used within a sentence or phrase.
 2. Specification requirements are to be performed by Contractor unless specifically stated otherwise.

- B. Division 01 General Requirements: Requirements of Sections in Division 01 apply to the Work of all Sections in the Specifications.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 011000

SECTION 012600- CONTRACT MODIFICATION PROCEDURES

PART 1 -GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for handling and processing Contract modifications.

1.3 MINOR CHANGES IN THE WORK

- A. Engineer will issue supplemental instructions authorizing minor changes in the Work, not involving adjustment to the Contract Sum or the Contract Time.

1.4 PROPOSAL REQUESTS

- A. Owner-Initiated Proposal Requests: **Engineer** will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.
 - 1. Work Change Proposal Requests issued by **Engineer** are not instructions either to stop work in progress or to execute the proposed change.
 - 2. Within **10 days** after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.
 - a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
 - b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
 - c. Include costs of labor and supervision directly attributable to the change.
 - d. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
- B. Contractor-Initiated Proposals: If latent or changed conditions require modifications to the Contract, Contractor may initiate a claim by submitting a request for a change to **Engineer**.

1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.
2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
4. Include costs of labor and supervision directly attributable to the change.

1.5 CHANGE ORDER PROCEDURES

- A. On Owner's approval of a Work Change Proposal Request, **Engineer** will issue a Change Order for signatures of Owner and Contractor.

1.6 CONSTRUCTION CHANGE DIRECTIVE

- A. Construction Change Directive: **Engineer** may issue a Construction Change. Construction Change Directive instructs Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.
 1. Construction Change Directive contains a complete description of change in the Work. It also designates method to be followed to determine change in the Contract Sum or the Contract Time.
- B. Documentation: Maintain detailed records on a time and material basis of work required by the Construction Change Directive.
 1. After completion of change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.
- C. Documentation: Maintain detailed records on a time and material basis of work required by the Work Change Directive.
 1. After completion of change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012600

SECTION 012900 - PAYMENT PROCEDURES

PART 1 -GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative and procedural requirements necessary to prepare and process Applications for Payment.
- B. Related Requirements:
 - 1. Section 012600 "Contract Modification Procedures" for administrative procedures for handling changes to the Contract.

1.3 DEFINITIONS

- A. Schedule of Values: A statement furnished by Contractor allocating portions of the Contract Sum to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

1.4 SCHEDULE OF VALUES

- A. Coordination: Coordinate preparation of the schedule of values with preparation of Contractor's construction schedule.
 - 1. Coordinate line items in the schedule of values with items required to be indicated as separate activities in Contractor's construction schedule.
 - 2. Submit the schedule of values to Engineer at earliest possible date, but no later than **seven** days before the date scheduled for submittal of initial Applications for Payment.
- B. Format and Content: Use Project Manual table of contents as a guide to establish line items for the schedule of values. Provide at least one line item for each Specification Section.
 - 1. Identification: Include the following Project identification on the schedule of values:
 - a. Project name and location.
 - b. Owner's name.
 - c. Owner's Project number.
 - d.** Name of Engineer.
 - e. Engineer's Project number.
 - f. Contractor's name and address.

- g. Date of submittal.
- 2. Arrange schedule of values consistent with the Bid Form.
- 3. Arrange the schedule of values in tabular form, with separate columns to indicate the following for each item listed:
 - a. Related Specification Section or division.
 - b. Description of the Work.
 - c. Name of subcontractor.
 - d. Name of manufacturer or fabricator.
 - e. Name of supplier.
 - f. Change Orders (numbers) that affect value.
 - g. Dollar value of the following, as a percentage of the Contract Sum to nearest one-hundredth percent, adjusted to total 100 percent. Round dollar amounts to whole dollars, with total equal to Contract Sum.
- 4. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports.
- 5. Provide a separate line item in the schedule of values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.
 - a. Differentiate between items stored on-site and items stored off-site.

1.5 APPLICATIONS FOR PAYMENT

- A. Each Application for Payment following the initial Application for Payment shall be consistent with previous applications and payments, as certified by Engineer and paid for by Owner.
- B. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. **Engineer** will return incomplete applications without action.
 - 1. Entries shall match data on the schedule of values and Contractor's construction schedule. Use updated schedules if revisions were made.
 - 2. Include amounts for work completed following previous Application for Payment, whether or not payment has been received. Include only amounts for work completed at time of Application for Payment.
 - 3. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.
 - 4. Indicate separate amounts for work being carried out under Owner-requested project acceleration.
- C. Stored Materials: Include in Application for Payment amounts applied for materials or equipment purchased or fabricated and stored, but not yet installed. Differentiate between items stored on-site and items stored off-site.
 - 1. Provide certificate of insurance, evidence of transfer of title to Owner, and consent of surety to payment for stored materials.

1. Provide supporting documentation that verifies amount requested, such as paid invoices. Match amount requested with amounts indicated on documentation; do not include overhead and profit on stored materials.
 2. Provide summary documentation for stored materials indicating the following:
 - a. Value of materials previously stored and remaining stored as of date of previous Applications for Payment.
 - b. Value of previously stored materials put in place after date of previous Application for Payment and on or before date of current Application for Payment.
 - c. Value of materials stored since date of previous Application for Payment and remaining stored as of date of current Application for Payment.
- D. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:
1. List of subcontractors.
 2. Schedule of values.
 3. Contractor's construction schedule (preliminary if not final).
 4. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.
 5. Initial progress report.
 6. Report of preconstruction conference.
 7. Certificates of insurance and insurance policies.
 8. Performance and payment bonds.
- E. Application for Payment at Substantial Completion: After Engineer issues the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.
1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.
 - a. Complete administrative actions, submittals, and Work preceding this application, as described in Section 017700 "Closeout Procedures."
 2. This application shall reflect Certificate(s) of Substantial Completion issued previously for Owner occupancy of designated portions of the Work.
- F. Final Payment Application: After completing Project closeout requirements, submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:
1. Evidence of completion of Project closeout requirements.
 2. Certification of completion of final punch list items.
 3. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
 4. Updated final statement, accounting for final changes to the Contract Sum.
 5. Evidence that claims have been settled.
 6. Final meter readings for utilities, a measured record of stored fuel, and similar data as of date of Substantial Completion or when Owner took possession of and assumed responsibility for corresponding elements of the Work.

7. Final liquidated damages settlement statement.
8. Proof that taxes, fees, and similar obligations are paid.
9. Waivers and releases.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012900

SECTION 013100- PROJECT MANAGEMENT AND COORDINATION

PART 1 -GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative provisions for coordinating construction operations on Project, including, but not limited to, the following:
 - 1. General coordination procedures.
 - 2. Coordination drawings.
 - 3. RFIs.
 - 4. Project meetings.
- B. Related Requirements:
 - 1. Section 013200 "Construction Progress Documentation" for preparing and submitting Contractor's construction schedule.
 - 2. Section 017300 "Execution" for procedures for coordinating general installation and field-engineering services, including establishment of benchmarks and control points.
 - 3. Section 017700 "Closeout Procedures" for coordinating closeout of the Contract.

1.3 DEFINITIONS

- A. RFI: Request for Information. Request from Owner, Engineer, or Contractor seeking information required by or clarifications of the Contract Documents.

1.4 INFORMATIONAL SUBMITTALS

- A. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design. Include the following information in tabular form:
 - 1. Name, address, telephone number, and email address of entity performing subcontract or supplying products.
 - 2. Number and title of related Specification Section(s) covered by subcontract.
 - 3. Drawing number and detail references, as appropriate, covered by subcontract.
- B. Key Personnel Names: Within 7 days of starting construction operations, submit a list of key personnel assignments, including superintendent and other personnel in attendance at Project site. Identify individuals and their duties and responsibilities; list addresses, cellular telephone

numbers, and e-mail addresses. Provide names, addresses, and telephone numbers of individuals assigned as alternates in the absence of individuals assigned to Project.

1.5 GENERAL COORDINATION PROCEDURES

- A. Coordination: Coordinate construction operations included in different Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations included in different Sections that depend on each other for proper installation, connection, and operation.
 - I. Schedule construction operations in sequence required to obtain the best results, where installation of one part of the Work depends on installation of other components, before or after its own installation.
 - 2. Coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair.
 - 3. Make adequate provisions to accommodate items scheduled for later installation.
- B. Prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.
 - I. Prepare similar memoranda for Owner and separate contractors if coordination of their Work is required.
- C. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
 - I. Preparation of Contractor's construction schedule.
 - 2. Preparation of the schedule of values.
 - 3. Installation and removal of temporary facilities and controls.
 - 4. Delivery and processing of submittals.
 - 5. Progress meetings.
 - 6. Preinstallation conferences.
 - 7. Project closeout activities.
 - 8. Startup and adjustment of systems.

1.6 REQUEST FOR INFORMATION (RPI)

- A. General: Immediately on discovery of the need for additional information, clarification, or interpretation of the Contract Documents, Contractor shall prepare and submit an RPI in the form specified.
 - 1. Engineer will return without response those RPis submitted to Engineer by other entities controlled by Contractor.
 - 2. Coordinate and submit RPis in a prompt manner to avoid delays in Contractor's work or work of subcontractors.

- B. Content of the RFI: Include a detailed, legible description of item needing information or interpretation and the following:
1. Project name.
 2. Owner name.
 3. Owner's Project number.
 4. Name of Engineer.
 5. Engineer's Project number.
 6. Date.
 7. Name of Contractor.
 8. RFI number, numbered sequentially.
 9. RFI subject.
 10. Specification Section number and title and related paragraphs, as appropriate.
 11. Drawing number and detail references, as appropriate.
 12. Field dimensions and conditions, as appropriate.
 13. Contractor's suggested resolution. If Contractor's suggested resolution impacts the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
 14. Contractor's signature.
 15. Attachments: Include sketches, descriptions, measurements, photos, Product Data, Shop Drawings, coordination drawings, and other information necessary to fully describe items needing interpretation.
 - a. Include dimensions, thicknesses, structural grid references, and details of affected materials, assemblies, and attachments on attached sketches.
- C. Engineer's Action: Engineer will review each RFI, determine action required, and respond. Allow **seven** days for Engineer's response for each RFI. RFIs received by Engineer after 1:00 p.m. will be considered as received the following working day.
1. The following Contractor-generated RFIs will be returned without action:
 - a. Requests for approval of submittals.
 - b. Requests for approval of substitutions.
 - c. Requests for approval of Contractor's means and methods.
 - d. Requests for coordination information already indicated in the Contract Documents.
 - e. Requests for adjustments in the Contract Time or the Contract Sum.
 - f. Requests for interpretation of Engineer's actions on submittals.
 - g. Incomplete RFIs or inaccurately prepared RFIs.
 2. Engineer's action may include a request for additional information, in which case Engineer's time for response will date from time of receipt by Engineer of additional information.
 3. Engineer's action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit Change Proposal according to Section 012600 "Contract Modification Procedures."
 - a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Engineer in writing within 5 days of receipt of the RFI response.

- D. RFI Log: Prepare, maintain, and submit a tabular log of RFIs organized by the RPI number.
- E. On receipt of Engineer's action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Engineer within **seven** days if Contractor disagrees with response.

1.7 PROJECT MEETINGS

- A. General: Schedule and conduct meetings and conferences at Project site unless otherwise indicated.
 - I. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting.
 - 2. Agenda: Prepare the meeting agenda. Distribute the agenda to all invited attendees.
 - 3. Minutes: Entity responsible for conducting meeting will record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, including Owner and Architect.
- B. Preconstruction Conference: **Engineer will schedule and conduct** a preconstruction conference before starting construction, at a time convenient to Owner and.
 - I. Attendees: Authorized representatives of Engineer, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the conference. Participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
 - 2. Agenda: Discuss items of significance that could affect progress, including the following:
 - a. Responsibilities and personnel assignments.
 - b. Tentative construction schedule.
 - c. Phasing.
 - d. Critical work sequencing and long lead items.
 - e. Designation of key personnel and their duties.
 - f. Lines of communications.
 - g. Procedures for processing field decisions and Change Orders.
 - h. Procedures for RFIs.
 - i. Procedures for testing and inspecting.
 - J. Procedures for processing Applications for Payment.
 - k. Distribution of the Contract Documents.
 - 1. Submittal procedures.
 - m. Preparation of Record Documents.
 - n. Use of the premises.
 - o. Work restrictions.
 - p. Working hours.
 - q. Owner's occupancy requirements.
 - r. Responsibility for temporary facilities and controls.
 - s. Parking availability.
 - t. Office, work, and storage areas.
 - u. Equipment deliveries and priorities.
 - v. Security.
 - w. Progress cleaning.

3. Minutes: Entity responsible for conducting meeting will record and distribute meeting minutes.
- C. Progress Meetings: **Conduct** progress meetings at **monthly intervals, or more frequently as construction progress dictates**.
1. Coordinate dates of meetings with preparation of payment requests.
 2. Attendees: In addition to representatives of Owner and Engineer, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination or performance of future activities shall be represented at these meetings. All participants at the meeting shall be familiar with Project and authorized to conclude matters relating to the Work.
 3. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
 - a. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's construction schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
 - I) Review schedule for next period.
 - b. Review present and future needs of each entity present, including the following:
 - 1) Interface requirements.
 - 2) Sequence of operations.
 - 3) Status of submittals.
 - 4) Deliveries.
 - 5) Off-site fabrication.
 - 6) Access.
 - 7) Site use.
 - 8) Temporary facilities and controls.
 - 9) Progress cleaning.
 - 10) Quality and work standards.
 - 11) Status of correction of deficient items.
 - 12) Field observations.
 - 13) Status of RFIs.
 - 14) Status of Proposal Requests.
 - 15) Pending changes.
 - 16) Status of Change Orders.
 - 17) Pending claims and disputes.
 - 18) Documentation of information for payment requests.
 4. Minutes: Entity responsible for conducting the meeting will record and distribute the meeting minutes to each party present and to parties requiring information.

- a. Schedule Updating: Revise Contractor's construction schedule after each progress meeting, where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting.

PART 2 - PRODUCTS (Not Used)

PART 3 -EXECUTION (Not Used)

END OF SECTION 013100

SECTION 013216- PROGRESS SCHEDULES

PART 1 -GENERAL

1.1 DESCRIPTION OF REQUIREMENTS

A. Scheduling Responsibilities:

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

B. Construction Hours:

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

C. Progress of the Work:

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

the critical path in the accepted schedule. If the Contractor should fail to submit a written statement of the steps he intends to take or should fail to take such steps as required by the Contract, the Owner may direct the level of effort in manpower (trades), equipment, and work schedule (overtime, weekend and holiday work, etc.), to be employed by the Contractor in order to remove or arrest the delay to the critical path in the accepted schedule, and Contractor shall promptly provide such level of effort at no additional cost to the Owner.

1.2 CONSTRUCTION SCHEDULE

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

1.3 SUBMITTAL SCHEDULE

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

1.4 SCHEDULE UPDATES

- A. Monthly Meetings:
 - 1. A monthly Schedule Update Meeting will be held in conjunction with the applicable progress meeting at the construction site to review and update the Schedule. The Schedule Update Meetings will be chaired by the Owner or the Owner's representative and attended by the Contractor and the Engineer. Actual progress of the previous month will be recorded and future activities will be reviewed. The duration of activities and their logical connections may be revised as needed. Decisions made at these meetings and agreed to by all parties are binding with the exception that no contractual completion dates will be modified without formal written requests and acceptance as specified herein.

B. Revisions to Schedule:

1. The Schedule shall be formally revised if any of the following conditions are encountered:
 - a. When a delay in completion of any work item or sequence of work items results in an indicated extension of the project completion.
 - b. When delays in submittals or deliveries or work stoppages are encountered which make replanning or rescheduling of the work necessary.
 - c. When the schedule does not represent the actual prosecution and progress of the project.

1.5 CONTRACT COMPLETION TIME

A. Causes for Extensions:

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

B. Requests for Time Extension:

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

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 013216

SECTION 013300- SUBMITTAL PROCEDURES

PART 1 -GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
 - 1. Submittal schedule requirements.
 - 2. Administrative and procedural requirements for submittals.

1.3 DEFINITIONS

- A. Action Submittals: Written and graphic information and physical samples that require Engineer's responsive action. Action submittals are those submittals indicated in individual Specification Sections as "action submittals."
- B. Informational Submittals: Written and graphic information and physical samples that do not require Engineer's responsive action. Submittals may be rejected for not complying with requirements. Informational submittals are those submittals indicated in individual Specification Sections as "informational submittals."

1.4 SUBMITTAL FORMATS

- A. Submittal Information: Include the following information in each submittal:
 - 1. Project name.
 - 2. Date.
 - 3. Name of Engineer.
 - 4. Name of Contractor.
 - 5. Name of firm or entity that prepared submittal.
 - 6. Names of subcontractor, manufacturer, and supplier.
 - 7. Unique submittal number, including revision identifier. Include Specification Section number with sequential alphanumeric identifier and alphanumeric suffix for resubmittals.
 - 8. Category and type of submittal.
 - 9. Submittal purpose and description.
 - 10. Number and title of Specification Section, with paragraph number and generic name for each of multiple items.
 - 11. Drawing number and detail references, as appropriate.
 - 12. Indication of full or partial submittal.
 - 13. Location(s) where product is to be installed, as appropriate.

14. Other necessary identification.
 15. Remarks.
 16. Signature of transmitter.
- B. Options: Identify options requiring selection by Engineer.
- C. Deviations and Additional Information: On each submittal, clearly indicate deviations from requirements in the Contract Documents, including minor variations and limitations; include relevant additional information and revisions, other than those requested by Engineer on previous submittals. Indicate by highlighting on each submittal or noting on attached separate sheet.
- D. Electronic Submittals: Prepare submittals as PDF package, incorporating complete information into each PDF file. Name PDF file with submittal number.

1.5 SUBMITTAL PROCEDURES

- A. Prepare and submit submittals required by individual Specification Sections. Types of submittals are indicated in individual Specification Sections.
1. Email: Prepare submittals as PDF package and transmit to Engineer by sending via email. Include PDF transmittal form. Include information in email subject line as requested by Engineer.
 - a. Engineer will return annotated file. Annotate and retain one copy of file as a digital Project Record Document file.
- B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
 2. Submit all submittal items required for each Specification Section concurrently unless partial submittals for portions of the Work are indicated on approved submittal schedule.
 3. Submit action submittals and informational submittals required by the same Specification Section as separate packages under separate transmittals.
 4. Coordinate transmittal of submittals for related parts of the Work specified in different Sections, so processing will not be delayed because of need to review submittals concurrently for coordination.
 - a. Engineer reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
- C. Processing Time: Allow time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Engineer's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.

1. Initial Review: Allow 15 days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Engineer will advise Contractor when a submittal being processed must be delayed for coordination.
 2. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.
 3. Resubmittal Review: Allow 15 days for review of each resubmittal.
- D. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.
1. Note date and content of previous submittal.
 2. Note date and content of revision in label or title block, and clearly indicate extent of revision.
 3. Resubmit submittals until they are marked with approval notation from Engineer's action stamp.
- E. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.
- F. Use for Construction: Retain complete copies of submittals on Project site. Use only final action submittals that are marked with approval notation from Engineer's action stamp.

1.6 SUBMITTAL REQUIREMENTS

- A. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
1. If information must be specially prepared for submittal because standard published data are unsuitable for use, submit as Shop Drawings, not as Product Data.
 2. Mark each copy of each submittal to show which products and options are applicable.
 3. Include the following information, as applicable:
 - a. Manufacturer's catalog cuts.
 - b. Manufacturer's product specifications.
 - c. Standard color charts.
 - d. Statement of compliance with specified referenced standards.
 - e. Testing by recognized testing agency.
 - f. Application of testing agency labels and seals.
 - g. Notation of coordination requirements.
 - h. Availability and delivery time information.
 4. For equipment, include the following in addition to the above, as applicable:
 - a. Wiring diagrams that show factory-installed wiring.
 - b. Printed performance curves.
 - c. Operational range diagrams.
 - d. Clearances required to other construction, if not indicated on accompanying Shop Drawings.
 5. Submit Product Data before Shop Drawings, and before or concurrently with Samples.

- B. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data.
1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
 - a. Identification of products.
 - b. Schedules.
 - c. Compliance with specified standards.
 - d. Notation of coordination requirements.
 - e. Notation of dimensions established by field measurement.
 - f. Relationship and attachment to adjoining construction clearly indicated.
 - g. Seal and signature of professional engineer if specified.
- C. Samples: Submit Samples for review of type, color, pattern, and texture for a check of these characteristics with other materials.
1. Transmit Samples that contain multiple, related components, such as accessories together in one submittal package.
 2. Identification: Permanently attach label on unexposed side of Samples that includes the following:
 - a. Project name and submittal number.
 - b., Generic description of Sample.
 - c. Product name and name of manufacturer.
 - d. Sample source.
 - e. Number and title of applicable Specification Section.
 - f. Specification paragraph number and generic name of each item.
 3. Email Transmittal: Provide PDF transmittal. Include digital image file illustrating Sample characteristics and identification information for record.
 4. Disposition: Maintain sets of approved Samples at Project site, available for quality- control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.
 - a. Samples that may be incorporated into the Work are indicated in individual Specification Sections. Such Samples must be in an undamaged condition at time of use.
 - b. Samples not incorporated into the Work, or otherwise designated as Owner's property, are the property of Contractor.
 5. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units, showing the full range of colors, textures, and patterns available.
 - a. Number of Samples: Submit one full set(s) of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Engineer will return submittal with options selected.
- D. Product Schedule: As required in individual Specification Sections, prepare a written summary indicating types of products required for the Work and their intended location. Include the following information in tabular form:

1. Type of product. Include unique identifier for each product indicated in the Contract Documents or assigned by Contractor if none is indicated.
 2. Manufacturer and product name, and model number if applicable.
 3. Number and name of room or space.
 4. Location within room or space.
- E. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, contact information of Engineers and owners, and other information specified.
- F. Design Data: Prepare and submit written and graphic information indicating compliance with indicated performance and design criteria in individual Specification Sections. Include list of assumptions and summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Number each page of submittal.
- G. Certificates:
1. Certificates and Certifications Submittals: Submit a statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity. Provide a notarized signature where indicated.
 2. Installer Certificates: Submit written statements on manufacturer's letterhead, certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.
 3. Manufacturer Certificates: Submit written statements on manufacturer's letterhead, certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.
 4. Material Certificates: Submit written statements on manufacturer's letterhead, certifying that material complies with requirements in the Contract Documents.
 5. Product Certificates: Submit written statements on manufacturer's letterhead, certifying that product complies with requirements in the Contract Documents.
 6. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of **AWS B2.1/B2.1M** on AWS forms. Include names of firms and personnel certified.
- H. Test and Research Reports:
1. Compatibility Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for substrate preparation and primers required.
 2. Field Test Reports: Submit written reports indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.
 3. Material Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.
 4. Preconstruction Test Reports: Submit reports written by a qualified testing agency on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements in the Contract Documents.

5. Product Test Reports: Submit written reports indicating that current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.
6. Research Reports: Submit written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project. Include the following information:
 - a. Name of evaluation organization.
 - b. Date of evaluation.
 - c. Time period when report is in effect.
 - d. Product and manufacturers' names.
 - e. Description of product.
 - f. Test procedures and results.
 - g. Limitations of use.

1.7 DELEGATED-DESIGN SERVICES

- A. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.
 1. If criteria indicated are insufficient to perform services or certification required, submit a written request for additional information to Engineer.
- B. Delegated-Design Services Certification: In addition to Shop Drawings, Product Data, and other required submittals, submit paper copies of certificate, signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional.
 1. Indicate that products and systems comply with performance and design criteria in the Contract Documents. Include list of codes, loads, and other factors used in performing these services.
- C. Action Submittals and Informational Submittals: Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Engineer.
- D. Contractor's Approval: Indicate Contractor's approval for each submittal with a uniform approval stamp. Include name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.
 1. Engineer will not review submittals received from Contractor that do not have Contractor's review and approval.

1.8 ENGINEER'S REVIEW

- A. Action Submittals: Engineer will review each submittal, indicate corrections or revisions required, and return.
 - 1. PDF Submittals: Engineer will indicate, via markup on each submittal, the appropriate action.
- B. Informational Submittals: Engineer will review each submittal and will not return it, or will return it if it does not comply with requirements. Engineer will forward each submittal to appropriate party.
- C. Partial submittals prepared for a portion of the Work will be reviewed when use of partial submittals has received prior approval from Engineer.
- D. Incomplete submittals are unacceptable, will be considered nonresponsive, and will be returned for resubmittal without review.
- E. Engineer will discard submittals received from sources other than Contractor.
- F. Submittals not required by the Contract Documents will be returned by Engineer without action.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 013300

SECTION 014216- DEFINITIONS AND STANDARDS

PART I -GENERAL

1.1 DESCRIPTION OF REQUIREMENTS

- A. This section specifies procedural and administrative requirements for compliance with governing regulations and codes and standards imposed upon the Work. These requirements include obtaining permits, licenses, inspections, releases and similar documentation as well as payments, statements and similar requirements associated with regulations, codes and standards.
- B. The term, "Regulations", is defined to include laws, statutes, ordinances and lawful orders issued by governing authorities, as well as those rules, conventions and agreements within the construction industry which effectively control the performance of the Work regardless of whether they are lawfully imposed by governing authority or not.

1.2 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division-01 Specification Sections, apply to Work of this Section.

1.3 DEFINITIONS

A substantial amount of specification language consists of definitions of terms found in other Contract Documents, including Drawings. (Drawings are recognized as being diagrammatic in nature and not completely descriptive of the requirements indicated thereon). Certain terms used in Contract Documents are defined in this article. Definitions and explanations contained in this section are not necessarily either complete or exclusive, but are general for the Work to the extent that they are not stated more explicitly in another element of the Contract Documents.

The provisions or requirements of other Division-01 sections apply to entire Work of the Contract and, where so indicated, to other elements which are included in the Project.

- A. Indicated: The term, "indicated", is a cross-reference to graphic representations, notes or schedules on the Drawings, to other paragraphs or schedules in the Specifications, and to similar means of recording requirements in Contract Documents. Where terms such as "shown", "noted", "scheduled", and "specified" are used in lieu of "indicated", it is for the purpose of helping the reader locate the cross-reference, and no limitation of location is intended except as specifically noted.
- B. Directed, Requested, Etc.: Where not otherwise explained, terms such as "directed", "requested", "authorized", "selected", "approved", "required", "accepted" and "permitted" mean "directed by the Architect/ Engineer", "requested by the Architect/ Engineer", and similar phrases. However, no such implied meaning will be interpreted to extend the Architect's/Engineer's responsibility into the Contractor's area of construction supervision.

- C. Approve: Where used in conjunction with the Architect's/Engineer's response to submittals, requests, applications, inquiries, reports and claims by the Contractor, the meaning of the term "approved" will be held to limitations of the Architect's/Engineer's responsibilities and duties as specified in General and Supplementary Conditions. In no case will the Architect/Engineer's approval be interpreted as a release of the Contractor from responsibilities to fulfill requirements of Contract Documents.
- D. Project Site: The term, "project site", is defined as the space available to the Contractor for performance of the Work, either exclusively or in conjunction with others performing other work as part of the Project. The extent of the Project site is shown on the Drawings, and may or may not be identical with the description of the land upon which the Project is to be built.
- E. Furnish: Except as otherwise defined in greater detail, the term "furnish" is used to mean "supply and deliver to the project site, ready for unloading, unpacking, assembly, installation, and similar operations" as applicable in each instance.
- F. Install: Except as otherwise defined in greater detail, the term "install" is used to describe operations at project site including the actual "unloading, unpacking, assembly erection placing, anchoring, applying, working to dimension, finishing, curing protecting, cleaning and similar operations", as applicable in each instance.
- G. Provide: Except as otherwise defined in greater detail, the term "provide" means "to furnish and install, complete and ready for intended use", as applicable in each instance.
- H. Installer: The term "installer" is defined as "the entity" (person or firm) engaged by the Contractor, its subcontractor or sub-subcontractor for performance of a particular unit of work at the project site, including installation, erection, application and similar required operations. It is a requirement that installers are experienced in the operations they are engaged to perform.
- I. Testing Laboratories: The term "testing laboratory" is defined as an independent entity engaged to perform specific inspections or tests of the Work, either at the project site or elsewhere, and to report, and (if required) interpret results of those inspections or tests.

1.4 INDUSTRY STANDARDS

- A. Applicability of Standards: Except where more explicit or more stringent requirements are written into the Contract Documents, applicable construction industry standards have the same force and effect as if bound into or copied directly into the Contract Documents. Such industry standards are made a part of the Contract Documents by reference. Individual specification sections indicate which codes and standards the Contractor must keep available at the project site for reference.
 - 1. Referenced standards (standards referenced directly in the Contract Documents) take precedence over non-referenced standards that are recognized in the industry for applicability to the Work.
 - 2. Non-referenced standards are defined as not being applicable to the Work, except as a general requirement of whether the Work complies with recognized construction industry standards.

- B. Publication Dates: Except as otherwise indicated, where compliance with an industry standard is required, comply with standard in effect as of date of Contract Documents.
- C. Conflicting Requirements: Where compliance with two (2) or more standards is specified, and where these standards establish different or conflicting requirements for minimum quantities or quality levels, the most stringent requirement will be enforced, unless the Contract Documents specifically indicate a less stringent requirement. Refer requirements that are different, but apparently equal, and uncertainties as to which quality level is more stringent to the Architect/Engineer for a decision before proceeding.
 - 1. Minimum Quantities or Quality Levels: In every instance the quantity or quality level shown or specified is intended to be the minimum for the work to be provided or performed. Unless otherwise indicated, the actual work may either comply exactly, within specified tolerances, with the minimum quantity or quality specified, or may exceed that minimum within reasonable limits. In complying with these requirements, the indicated numeric values are either minimum or maximum values, as notes, or as appropriate for the context of the requirements. Refer instances of uncertainty to the Architect/Engineer for decision before proceeding.
- D. Copies of Standards: The Contract Documents require that each entity performing work be experienced in that part of the Work being performed. Each entity is also required to be familiar with industry standards applicable to that part of the work. Copies of applicable standards are not bound with the Contract Documents.
 - 1. Where copies of standards are needed for proper performance of the Work, the Contractor is required to obtain such copies directly from the publication source.
 - 2. Although certain copies of standards needed for enforcement of the requirements may be required submittals, the Architect/ Engineer reserves the right to require the Contractor to submit additional copies of these standards as necessary for enforcement of the requirements.

1.5 SUBMITTALS

- A. Permits, Licenses, and Certificates: For the Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, and similar documents, correspondence and records established in conjunction with compliance with standards and regulations bearing upon performance of the work.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 014216

SECTION 015000-TEMPORARY FACILITIES AND CONTROLS

PART 1 -GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes requirements for temporary utilities, support facilities, and security and protection facilities.

1.3 USE CHARGES

- A. Installation, removal, and use charges for temporary facilities shall be included in the Contract Sum unless otherwise indicated. Allow other entities engaged in the Project to use temporary services and facilities without cost, including, but not limited to Engineer, testing agencies, and authorities having jurisdiction.
- B. Electric Power Service: Pay electric-power-service use charges for electricity used by all entities for construction operations.

1.4 INFORMATIONAL SUBMITTALS

- A. Site Utilization Plan: Show temporary facilities, temporary utility lines and connections, staging areas, construction site entrances, vehicle circulation, and parking areas for construction personnel.
- B. Project Identification and Temporary Signs: Show fabrication and installation details, including plans, elevations, details, layouts, typestyles, graphic elements, and message content.
 - 1. Locations of dust-control partitions at each phase of work.
 - 2. HYAC system isolation schematic drawing.
 - 3. Location of proposed air-filtration system discharge.
 - 4. Waste-handling procedures.
 - 5. Other dust-control measures.
- C. Noise and Vibration Control Plan: Identify construction activities that may impact the occupancy and use of existing spaces within the building or adjacent existing buildings, whether occupied by others, or occupied by the Owner. Include the following:
 - 1. Methods used to meet the goals and requirements of the Owner.
 - 2. Concrete cutting method(s) to be used.
 - 3. Location of construction devices on the site.

4. Show compliance with the use and maintenance of quieted construction devices for the duration of the Project.
5. Indicate activities that may disturb building occupants and that are planned to be performed during non-standard working hours as coordinated with the Owner.

I.5 QUALITY ASSURANCE

- A. Electric Service: Comply with NECA, NEMA, and UL standards and regulations for temporary electric service. Install service to comply with NFPA 70.
- B. Tests and Inspections: Arrange for authorities having jurisdiction to test and inspect each temporary utility before use. Obtain required certifications and permits.

I.6 PROJECT CONDITIONS

- A. Temporary Use of Permanent Facilities: Engage Installer of each permanent service to assume responsibility for operation, maintenance, and protection of each permanent service during its use as a construction facility before Owner's acceptance, regardless of previously assigned responsibilities.

PART 2-PRODUCTS

2.1 EQUIPMENT

- A. Fire Extinguishers: Portable, UL rated; with class and extinguishing agent as required by locations and classes of fire exposures.

PART 3 - EXECUTION

3.1 TEMPORARY FACILITIES, GENERAL

- A. Conservation: Coordinate construction and use of temporary facilities with consideration given to conservation of energy, water, and materials. Coordinate use of temporary utilities to minimize waste.
 1. Salvage materials and equipment involved in performance of, but not actually incorporated into, the Work. See other Sections for disposition of salvaged materials that are designated as Owner's property.

3.2 INSTALLATION, GENERAL

- A. Locate facilities where they will serve Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required by progress of the Work.

1. Locate facilities to limit site disturbance as specified in Section 011000 "Summary."
- B. Provide each facility ready for use when needed to avoid delay. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

3.3 TEMPORARY UTILITY INSTALLATION

- A. General: Install temporary service or connect to existing service.
 1. Arrange with utility company, Owner, and existing users for time when service can be interrupted, if necessary, to make connections for temporary services.
- B. Sanitary Facilities: Provide temporary toilets, wash facilities, safety shower and eyewash facilities, and drinking water for use of construction personnel. Comply with requirements of authorities having jurisdiction for type, number, location, operation, and maintenance of fixtures and facilities.
- C. Electric Power Service: Provide electric power service and distribution system of sufficient size, capacity, and power characteristics required for construction operations.
- D. Lighting: Provide temporary lighting with local switching that provides adequate illumination for construction operations, observations, inspections, and traffic conditions.
 1. Install and operate temporary lighting that fulfills security and protection requirements without operating entire system.

3.4 SUPPORT FACILITIES INSTALLATION

- A. Traffic Controls: Comply with requirements of authorities having jurisdiction.
 1. Protect existing site improvements to remain, including curbs, pavement, and utilities.
 2. Maintain access for fire-fighting equipment and access to fire hydrants.
- B. Dewatering Facilities and Drains: Comply with requirements of authorities having jurisdiction. Maintain Project site, excavations, and construction free of water.
 1. Dispose of rainwater in a lawful manner that will not result in flooding Project or adjoining properties or endanger permanent Work or temporary facilities.
 2. Remove snow and ice as required to minimize accumulations.
- C. Project Signs: Provide Project signs as indicated. Unauthorized signs are not permitted.
 1. Identification Signs: Provide Project identification signs as indicated on Drawings.
 2. Temporary Signs: Provide other signs as indicated and as required to inform public and individuals seeking entrance to Project.
 - a. Provide temporary, directional signs for construction personnel and visitors.
 3. Maintain and touch up signs, so they are legible at all times.

- D. Waste Disposal Facilities: Provide waste-collection containers in sizes adequate to handle waste from construction operations. Comply with requirements of authorities having jurisdiction. Comply with progress cleaning requirements in Section 017300 "Execution."

3.5 SECURITY AND PROTECTION FACILITIES INSTALLATION

- A. Protection of Existing Facilities: Protect existing vegetation, equipment, structures, utilities, and other improvements at Project site and on adjacent properties, except those indicated to be removed or altered. Repair damage to existing facilities.
 - I. Where access to adjacent properties is required in order to affect protection of existing facilities, obtain written permission from adjacent property owner to access property for that purpose.
- B. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction as required to comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.
- C. Stormwater Control: Comply with requirements of authorities having jurisdiction. Provide barriers in and around excavations and subgrade construction to prevent flooding by runoff of stormwater from heavy rains.
- D. Tree and Plant Protection: Install temporary fencing located as indicated or outside the drip line of trees to protect vegetation from damage from construction operations. Protect tree root systems from damage, flooding, and erosion.
- E. Barricades, Warning Signs, and Lights: Comply with requirements of authorities having jurisdiction for erecting structurally adequate barricades, including warning signs and lighting.

3.6 OPERATION, TERMINATION, AND REMOVAL

- A. Supervision: Enforce strict discipline in use of temporary facilities. To minimize waste and abuse, limit availability of temporary facilities to essential and intended uses.
- B. Maintenance: Maintain facilities in good operating condition until removal.
 - I. Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation, and similar facilities on a 24-hour basis where required to achieve indicated results and to avoid possibility of damage.
- C. Temporary Facility Changeover: Do not change over from using temporary security and protection facilities to permanent facilities until Substantial Completion.
- D. Termination and Removal: Remove each temporary facility when need for its service has ended, when it has been replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.

1. Materials and facilities that constitute temporary facilities are property of Contractor. Owner reserves right to take possession of Project identification signs.
2. Remove temporary roads and paved areas not intended for or acceptable for integration into permanent construction. Where area is intended for landscape development, remove soil and aggregate fill that do not comply with requirements for fill or subsoil. Remove materials contaminated with road oil asphalt and other petrochemical compounds, and other substances that might impair growth of plant materials or lawns. Repair or replace street paving, curbs, and sidewalks at temporary entrances, as required by authorities having jurisdiction.
3. At Substantial Completion, repair, renovate, and clean permanent facilities used during construction period. Comply with final cleaning requirements specified in Section 017700 "Closeout Procedures."

END OF SECTION 015000

SECTION 015500 - TRAFFIC CONTROL

PART I - GENERAL

I.1 GENERAL

- A. CONTRACTOR shall prevent interference with traffic operations on existing roads. He shall indemnify and save harmless the OWNER from any expenses caused by CONTRACTOR'S operations over these roads.
- B. Roadways damaged by CONTRACTOR shall be restored to their original condition by the CONTRACTOR subject to approval of the OWNER.
- C. Temporary roads, walks and parking areas shall be removed by the CONTRACTOR prior to final acceptance and the ground returned to its original condition, unless otherwise required by the Contract Documents or the OWNER.
- D. CONTRACTOR shall be responsible for restoration of any work damaged by vehicular or pedestrian traffic at no additional cost to the OWNER.

1.2 TRAFFIC CONTROLS

- A. All traffic controls shall be in accordance with the latest version of the Manual on Uniform Traffic Control Devices (MUTCD). The Contractor's Name and phone number shall be affixed to any devices in the public right-of-way.
- B. CONTRACTOR is responsible for development of a temporary traffic control plan. The plan shall contain a location plan or street level map indicating the location of the work zone and include specific information related to the duration and time of work, lane closures, traffic pattern modifications, detours, signage, temporary road plates, etc.
- C. Heavy steel plates used to cover excavated areas in streets shall be secured in an appropriate manner to prevent movement. Use of road plates shall be kept to a minimum.
- D. All streets and trafficways shall be kept open for the passage of traffic and pedestrians during the construction period unless otherwise approved by the OWNER or authority having jurisdiction over same.
- E. When required to cross, obstruct or temporarily close a street or trafficway, CONTRACTOR shall provide and maintain suitable bridges, detours or other approved temporary measures expedient for the accommodation of traffic. Work may be installed by the open cut method; however, the traffic flow shall be maintained. A minimum of two lanes of traffic shall be kept flowing. Closings shall be for the shortest time practical, and passage shall be restored immediately after completion of backfill and temporary paving or bridging.
- F. CONTRACTOR shall give the required advance notice to the fire and police departments of his proposed operations.

- G. CONTRACTOR shall give reasonable notice to owners or tenants of private property who may be affected by his operations.
- H. CONTRACTOR shall provide signs, signals, barricades, flares, lights and all other equipment, service and personnel required to regulate and protect all traffic, and warn of hazards. All such work shall conform to requirements of the OWNER or authority having jurisdiction. Remove temporary equipment and facilities when no longer required. Restore grounds to original or to specified conditions.
- I. CONTRACTOR shall provide a designated traffic control coordinator for the project who can be contracted 24 hours a day, 7 days a week.

1.3 FLAGMEN

- A. Provide qualified and suitably equipped flagman when construction operations encroach on traffic lanes, as required for regulation of traffic and in accordance with the requirements of the authority having jurisdiction.

1.4 FLARES AND LIGHTS

- A. Provide flares and lights during periods of low visibility:
 - 1. To clearly delineate traffic lanes, to guide traffic and to warn of hazardous areas.
- B. Provide illumination of critical traffic and parking areas.

1.5 PARKING CONTROL

- A. Control all CONTRACTOR related vehicular parking within the limits of the Work to preclude interference with public traffic or parking, access by emergency vehicles, OWNERS operations, or construction operations. Provide temporary parking facilities for the public as may be required because of construction or operations.
- B. Monitor parking of all construction and private vehicles:
 - 1. Maintain free vehicular access to and through parking areas.
 - 2. Prohibit parking on or adjacent to access roads, or in non-designated areas.

1.6 CONTRACTOR'S ACCESS TO THE SITE

- A. All access to the site for CONTRACTOR'S employees, material, tools, and equipment shall only be through the designated construction entrance approved by the OWNER.

1.7 MAINTENANCE OF ROADS

- A. CONTRACTOR shall at all times maintain approved access for trucks to loading areas of the construction site and parking facilities. All parking of construction vehicles shall be in approved parking areas.

- B. CONTRACTOR shall sweep all paved roads, daily if necessary, that are utilized in the prosecution of the Work.
- C. CONTRACTOR shall keep the above roads clean and serviceable at all times.
- D. Dust resulting from construction operations shall be controlled by the CONTRACTOR to prevent a nuisance on the site or in adjacent areas.

PART 2-PRODUCTS (NOT USED)

PART 3- EXECUTION (NOT USED)

END OF SECTION 015500

SECTION 017300 - EXECUTION

PART I - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes general administrative and procedural requirements governing execution of the Work, including, but not limited to, the following:
 - 1. Construction layout.
 - 2. Field engineering and surveying.
 - 3. Installation of the Work.
 - 4. Cutting and patching.
 - 5. Progress cleaning.
 - 6. Starting and adjusting.
 - 7. Protection of installed construction.

1.3 DEFINITIONS

- A. Cutting: Removal of in-place construction necessary to permit installation or performance of subsequent work.
- B. Patching: Fitting and repair work required to restore construction to original conditions after installation of subsequent work.

1.4 INFORMATIONAL SUBMITTALS

1.5 CLOSEOUT SUBMITTALS

1.6 QUALITY ASSURANCE

- A. Cutting and Patching: Comply with requirements for and limitations on cutting and patching of construction elements.
 - 1. Structural Elements: When cutting and patching structural elements, or when encountering the need for cutting and patching of elements whose structural function is not known, notify Engineer of locations and details of cutting and await directions from Engineer before proceeding. Shore, brace, and support structural elements during cutting

and patching. Do not cut and patch structural elements in a manner that could change their load-carrying capacity or increase deflection.

2. Other Construction Elements: Do not cut and patch other construction elements or components in a manner that could change their load-carrying capacity, that results in reducing their capacity to perform as intended, or that results in increased maintenance or decreased operational life or safety
3. Visual Elements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch exposed construction in a manner that would, in Engineer's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.

PART 2- PRODUCTS

2.1 MATERIALS

- A. Comply with requirements specified in other Sections.
 1. For projects requiring compliance with sustainable design and construction practices and procedures, use products for patching that comply with sustainable design requirements.
- B. In-Place Materials: Use materials for patching identical to in-place materials. For exposed surfaces, use materials that visually match in-place adjacent surfaces to the fullest extent possible.
 1. If identical materials are unavailable or cannot be used, use materials that, when installed, will provide a match acceptable to Engineer for the visual and functional performance of in-place materials. Use materials that are not considered hazardous.
- C. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.
 1. Use cleaning products that comply with Green Seal's GS-37, or if GS-37 is not applicable, use products that comply with the California Code of Regulations maximum allowable VOC levels.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Existing Conditions: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning sitework, investigate and verify the existence and location of underground utilities, and other construction affecting the Work.

- I. Before construction, verify the location and invert elevation at points of connection of sanitary sewer, storm sewer, gas service piping, and water-service piping; underground electrical services; and other utilities.
 2. Furnish location data for work related to Project that must be performed by public utilities serving Project site.
- B. Examination and Acceptance of Conditions: Before proceeding with each component of the Work, examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.
 - I. Examine roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation.
 2. Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.
 3. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
- C. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

3.2 **PREPARATION**

- A. Existing Utility Information: Furnish information to local utility that is necessary to adjust, move, or relocate existing utility structures, utility poles, lines, services, or other utility appurtenances located in or affected by construction. Coordinate with authorities having jurisdiction.
- B. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.
- C. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.
- D. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents, submit a request for information to Engineer in accordance with requirements in Section 013100 "Project Management and Coordination."

3.3 **CONSTRUCTION LAYOUT**

- A. Verification: Before proceeding to lay out the Work, verify layout information shown on Drawings, in relation to the property survey and existing benchmarks and existing conditions. If discrepancies are discovered, notify Engineer promptly.
- B. Engage a land surveyor experienced in laying out the Work, using the following accepted surveying practices:

1. Establish benchmarks and control points to set lines and levels at each story of construction and elsewhere as needed to locate each element of Project.
 2. Establish limits on use of Project site.
 3. Establish dimensions within tolerances indicated. Do not scale Drawings to obtain required dimensions.
 4. Inform installers of lines and levels to which they must comply.
 5. Check the location, level and plumb, of every major element as the Work progresses.
 6. Notify Engineer when deviations from required lines and levels exceed allowable tolerances.
 7. Close site surveys with an error of closure equal to or less than the standard established by authorities having jurisdiction.
- C. Site Improvements: Locate and lay out site improvements, including pavements, grading, fill and topsoil placement, utility slopes, and rim and invert elevations.
- D. Record Log: Maintain a log of layout control work. Record deviations from required lines and levels. Include beginning and ending dates and times of surveys, weather conditions, name and duty of each survey party member, and types of instruments and tapes used. Make the log available for reference by Engineer.

3.4 FIELD ENGINEERING

- A. Identification: Owner will identify existing benchmarks, control points, and property corners.
- B. Reference Points: Locate existing permanent benchmarks, control points, and similar reference points before beginning the Work. Preserve and protect permanent benchmarks and control points during construction operations.
1. Do not change or relocate existing benchmarks or control points without prior written approval of Engineer. Report lost or destroyed permanent benchmarks or control points promptly. Report the need to relocate permanent benchmarks or control points to Engineer before proceeding.
 2. Replace lost or destroyed permanent benchmarks and control points promptly. Base replacements on the original survey control points.
- C. Benchmarks: Establish and maintain a minimum of two (2) permanent benchmarks on Project site, referenced to data established by survey control points. Comply with authorities having jurisdiction for type and size of benchmark.
1. Record benchmark locations, with horizontal and vertical data, on Project Record Documents.
 2. Where the actual location or elevation of layout points cannot be marked, provide temporary reference points sufficient to locate the Work.
 3. Remove temporary reference points when no longer needed. Restore marked construction to its original condition.

3.5 CUTTING AND PATCHING

- A. General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.
 - 1. Cut in-place construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.
- B. Temporary Support: Provide temporary support of Work to be cut.
- C. Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.
- D. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.
 - 1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots neatly to minimum size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
 - 2. Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
 - 3. Concrete: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.
 - 4. Excavating and Backfilling: Comply with requirements in applicable Sections where required by cutting and patching operations.
 - 5. Proceed with patching after construction operations requiring cutting are complete.
- E. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other Work. Patch with durable seams that are as invisible as practicable, as judged by Engineer. Provide materials and comply with installation requirements specified in other Sections, where applicable.
 - 1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate physical integrity of installation.
 - 2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will eliminate evidence of patching and refinishing.
 - a. Clean piping, conduit, and similar features before applying paint or other finishing materials.
 - b. Restore damaged pipe covering to its original condition.
- F. Cleaning: Clean areas and spaces where cutting and patching are performed. Remove paint, mortar, oils, putty, and similar materials from adjacent finished surfaces.

3.6 PROGRESS CLEANING

- A. Clean Project site and work areas daily, including common areas. Enforce requirements strictly. Dispose of materials lawfully.
 - 1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
 - 2. Do not hold waste materials more than seven days during normal weather or three days if the temperature is expected to rise above 80 deg F (27 deg C).
 - 3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.
 - a. Use containers intended for holding waste materials of type to be stored.
 - 4. Coordinate progress cleaning for joint-use areas where Contractor and other contractors are working concurrently.
- B. Site: Maintain Project site free of waste materials and debris.
- C. Work Areas: Clean areas where Work is in progress to the level of cleanliness necessary for proper execution of the Work.
 - 1. Remove liquid spills promptly.
 - 2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.
- D. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.
- E. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.
- F. Exposed Surfaces: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.
- G. Waste Disposal: Do not bury or burn waste materials on-site. Legally dispose of waste materials off-site.
- H. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.
- I. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.
- J. Limiting Exposures: Supervise construction operations to ensure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

3.7 PROTECTION AND REPAIR OF INSTALLED CONSTRUCTION

- A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.
- B. Repair Work previously completed and subsequently damaged during construction period. Repair to like-new condition.
- C. Protection of Existing Items: Provide protection and ensure that existing items to remain undisturbed by construction are maintained in condition that existed at commencement of the Work.
- D. Comply with manufacturer's written instructions for temperature and relative humidity.

END OF SECTION 017300

SECTION 017700 - CLOSEOUT PROCEDURES

PART 1 -GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for Contract closeout, including, but not limited to, the following:
 - 1. Substantial Completion procedures.
 - 2. Final completion procedures.
 - 3. Warranties.
 - 4. Final cleaning.
- B. Related Requirements:
 - 1. Section 012900 "Payment Procedures" for requirements for Applications for Payment for Substantial Completion and Final Completion.
 - 2. Section 017839 "Project Record Documents" for submitting Record Drawings, Record Specifications, and Record Product Data.

1.3 DEFINITIONS

- A. List of Incomplete Items: Contractor-prepared list of items to be completed or corrected, prepared for the Engineer's use prior to Engineer's inspection, to determine if the Work is substantially complete.

1.4 ACTION SUBMITTALS

- A. Product Data: For each type of cleaning agent.
- B. Contractor's List of Incomplete Items: Initial submittal at Substantial Completion and Final Completion.

1.5 CLOSEOUT SUBMITTALS

- A. Certificates of Release: From authorities having jurisdiction.

- B. Certificate of Insurance: For continuing coverage.

1.6 MAINTENANCE MATERIAL SUBMITTALS

- A. Schedule of Maintenance Material Items: For maintenance material submittal items required by other Sections.

1.7 SUBSTANTIAL COMPLETION PROCEDURES

- A. Contractor's List of Incomplete Items: Prepare and submit a list of items to be completed and corrected (Contractor's "punch list"), indicating the value of each item on the list and reasons why the Work is incomplete.
- B. Submittals Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.
 - 1. Certificates of Release: Obtain and submit releases from authorities having jurisdiction, permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
 - 2. Submit closeout submittals specified in other Division 01 Sections, including Project Record Documents, operation and maintenance manuals, damage or settlement surveys, property surveys, and similar final record information.
 - 3. Submit closeout submittals specified in individual Sections, including specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
 - 4. Submit maintenance material submittals specified in individual Sections, including tools, spare parts, extra materials, and similar items, and deliver to location designated by Engineer. Label with manufacturer's name and model number.
- C. Procedures Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.
 - 1. Advise Owner of pending insurance changeover requirements.
 - 2. Make final changeover of permanent locks and deliver keys to Owner. Advise Owner's personnel of changeover in security provisions.
 - 3. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
 - 4. Complete final cleaning requirements.
 - 5. Touch up paint and otherwise repair and restore marred exposed finishes to eliminate visual defects.
- D. Inspection: Submit a written request for inspection to determine Substantial Completion a minimum of 10 days prior to date the Work will be completed and ready for final inspection and tests. On receipt of request, Engineer will either proceed with inspection or notify Contractor of unfulfilled requirements. Engineer will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Engineer, that must be completed or corrected before certificate will be issued.

1. Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
2. Results of completed inspection will form the basis of requirements for Final Completion.

1.8 FINAL COMPLETION PROCEDURES

- A. Submittals Prior to Final Completion: Before requesting final inspection for determining Final Completion, complete the following:
 1. Submit a final Application for Payment in accordance with Section O12900 "Payment Procedures."
 2. List of Incomplete Items: Submit certified copy of Engineer's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Engineer. Certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
 3. Certificate of Insurance: Submit evidence of final, continuing insurance coverage complying with insurance requirements.
- B. Inspection: Submit a written request for final inspection to determine acceptance a minimum of 10 days prior to date the Work will be completed and ready for final inspection and tests. On receipt of request, Engineer will either proceed with inspection or notify Contractor of unfulfilled requirements. Engineer will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.
 1. Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

1.9 SUBMITTAL OF PROJECT WARRANTIES

- A. Time of Submittal: Submit written warranties on request of Engineer for designated portions of the Work where warranties are indicated to commence on dates other than date of Substantial Completion, or when delay in submittal of warranties might limit Owner's rights under warranty.
- B. Organize warranty documents into an orderly sequence based on the table of contents of Project Manual.
- C. Warranty Electronic File: Provide warranties and bonds in PDF format. Assemble complete warranty and bond submittal package into a single electronic PDF file with bookmarks enabling navigation to each item. Provide bookmarked table of contents at beginning of document.

PART 2-PRODUCTS

2.1 MATERIALS

- A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

PART 3 - EXECUTION

3.1 FINAL CLEANING

- A. General: Perform final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.
- B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.
 - 1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a designated portion of Project:
 - a. Clean Project site of rubbish, waste material, litter, and other foreign substances.
 - b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
 - c. Rake grounds that are not planted, mulched, or paved to a smooth, even-textured surface.
 - d. Remove tools, construction equipment, machinery, and surplus material from Project site.

3.2 REPAIR OF THE WORK

- A. Complete repair and restoration operations required by Section 017300 "Execution" before requesting inspection for determination of Substantial Completion.

END OF SECTION 017700

SECTION 017839 - PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for Project Record Documents, including the following:

- 1. Record Drawings.

1.3 CLOSEOUT SUBMITTALS

- A. Record Drawings: Comply with the following:

- 1. Number of Copies: Submit **one** set of marked-up record prints.
 - 2. Number of Copies: Submit copies of Record Drawings as follows:
 - a. Initial Submittal:
 - 1) Submit **one** paper-copy set of marked-up record prints.
 - 2) Submit PDF electronic files of scanned record prints.
 - 3) Engineer will indicate whether general scope of changes, additional information recorded, and quality of drafting are acceptable.
 - b. Final Submittal:
 - 1) Submit **three** paper-copy set(s) of marked-up record prints.
 - 2) Submit PDF electronic files of scanned Record Prints.
 - 3) Print each drawing, whether or not changes and additional information were recorded.

1.4 RECORD DRAWINGS

- A. Record Prints: Maintain one set of marked-up paper copies of the Contract Drawings and Shop Drawings, incorporating new and revised drawings as modifications are issued.
 - 1. Preparation: Mark record prints to show the actual installation, where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to provide information for preparation of corresponding marked-up record prints.

- a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
 - b. Accurately record information in an acceptable drawing technique.
 - c. Record data as soon as possible after obtaining it.
 - d. Record and check the markup before enclosing concealed installations.
 - e. Cross-reference record prints to corresponding photographic documentation.
2. Content: Types of items requiring marking include, but are not limited to, the following:
 - a. Dimensional changes to Drawings.
 - b. Revisions to details shown on Drawings.
 - c. Depths of foundations.
 - d. Locations and depths of underground utilities.
 - e. Revisions to routing of piping and conduits.
 - f. Changes made by Change Order or Change Directive.
 - g. Changes made following Engineer's written orders.
 - h. Details not on the original Contract Drawings.
 - i. Field records for variable and concealed conditions.
 - j. Record information on the Work that is shown only schematically.
3. Mark the Contract Drawings and Shop Drawings completely and accurately. Use personnel proficient at recording graphic information in production of marked-up record prints.
4. Mark record prints with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same location.
5. Mark important additional information that was either shown schematically or omitted from original Drawings.
6. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.
- B. Record Digital Data Files: Immediately before inspection for Certificate of Substantial Completion, review marked-up record prints with Engineer. When authorized, prepare a full set of corrected digital data files of the Contract Drawings, as follows:
- C. Format: Identify and date each Record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location.
 1. Record Prints: Organize record prints into manageable sets. Bind each set with durable paper cover sheets. Include identification on cover sheets.
 2. Format: Annotated PDF electronic file.

1.5 MAINTENANCE OF RECORD DOCUMENTS

- A. Maintenance of Record Documents: Store Record Documents in the field office apart from the Contract Documents used for construction. Do not use Project Record Documents for construction purposes. Maintain Record Documents in good order and in a clean, dry, legible condition, protected from deterioration and loss. Provide access to Project Record Documents for Engineer's reference during normal working hours.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 017839

SECTION 033000- CAST-IN-PLACE CONCRETE

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes cast-in-place concrete, including formwork, reinforcement, concrete materials, mixture design, placement procedures, and finishes.

1.3 DEFINITIONS

- A. Cementitious Materials: Portland cement alone or in combination with one or more of the following: blended hydraulic cement, fly ash, slag cement, other pozzolans, and silica fume; materials subject to compliance with requirements.
- B. W/C Ratio: The ratio by weight of water to cementitious materials.

1.4 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at Project site.
 - 1. Before submitting design mixtures, review concrete design mixture and examine procedures for ensuring quality of concrete materials. Require representatives of each entity directly concerned with cast-in-place concrete to attend, including the following:
 - a. Contractor's superintendent.
 - b. Independent testing agency responsible for concrete design mixtures.
 - c. Ready-mix concrete manufacturer.
 - d. Concrete Subcontractor.
 - e. Special concrete finish Subcontractor.
 - 2. Review special inspection and testing and inspecting agency procedures for field quality control, concrete finishes and finishing, cold- and hot-weather concreting procedures, curing procedures, construction contraction and isolation joints, and joint-filler strips, anchor rod and anchorage device installation tolerances, steel reinforcement installation, concrete repair procedures, and concrete protection.

1.5 ACTION SUBMITTALS

- A. Product Data: For each type of product.

- B. Design Mixtures: For each concrete mixture. Submit alternate design mixtures when characteristics of materials, Project conditions, weather, test results, or other circumstances warrant adjustments.
 - 1. Indicate amounts of mixing water to be withheld for later addition at Project site.
- C. Steel Reinforcement Shop Drawings: Placing Drawings that detail fabrication, bending, and placement. Include bar sizes, lengths, material, grade, bar schedules, stirrup spacing bent bar diagrams, bar arrangement splices and laps, mechanical connections, tie spacing, hoop spacing, and supports for concrete reinforcement.
- D. Construction Joint Layout: Indicate proposed construction joints required to construct the structure.
 - 1. Location of construction joints is subject to approval of the Engineer.

1.6 INFORMATIONAL SUBMITTALS

- A. Material Certificates: For each of the following, signed by manufacturers:
 - 1. Cementitious materials.
 - 2. Admixtures.
 - 3. Form materials and form-release agents.
 - 4. Steel reinforcement and accessories.
 - 5. Curing compounds.
 - 6. Floor and slab treatments.
 - 7. Bonding agents.
 - 8. Adhesives.
 - 9. Joint-filler strips.
 - 10. Repair materials.
- B. Material Test Reports: For the following, from a qualified testing agency:
 - 1. Aggregates: Include service record data indicating absence of deleterious expansion of concrete due to alkali aggregate reactivity.
- C. Formwork Shop Drawings: Prepared by or under the supervision of a qualified professional engineer, detailing fabrication, assembly, and support of formwork.
- D. Field quality-control reports.
- E. Minutes of preinstallation conference.

1.7 QUALITY ASSURANCE

- A. Installer Qualifications: A qualified installer who employs on Project personnel qualified as ACI-certified Flatwork Technician and Finisher and a supervisor who is an ACI-certified Concrete Flatwork Technician.

- B. Manufacturer Qualifications: A firm experienced in manufacturing ready-mixed concrete products and that complies with ASTM C 94/C 94M requirements for production facilities and equipment.
 - 1. Manufacturer certified according to NRMCA's "Certification of Ready Mixed Concrete Production Facilities."
- C. Testing Agency Qualifications: An independent agency, acceptable to authorities having jurisdiction, qualified according to ASTM C 1077 and ASTM E 329 for testing indicated.
 - 1. Personnel conducting field tests shall be qualified as ACI Concrete Field Testing Technician, Grade 1, according to ACI CP-1 or an equivalent certification program.
 - 2. Personnel performing laboratory tests shall be ACI-certified Concrete Strength Testing Technician and Concrete Laboratory Testing Technician, Grade I. Testing agency laboratory supervisor shall be an ACI-certified Concrete Laboratory Testing Technician, Grade II.
- D. Welding Qualifications: Qualify procedures and personnel according to **AWS** D1.4/D 1.4M.

1.8 DELIVERY, STORAGE, AND HANDLING

- A. Steel Reinforcement: Deliver, store, and handle steel reinforcement to prevent bending and damage.

1.9 FIELD CONDITIONS

- A. Cold-Weather Placement: Comply with ACI 306.1 and as follows. Protect concrete work from physical damage or reduced strength that could be caused by frost, freezing actions, or low temperatures.
 - 1. When average high and low temperature is expected to fall below 40 deg F (4.4 deg C) for three successive days, maintain delivered concrete mixture temperature within the temperature range required by ACI 301 (ACI 301M).
 - 2. Do not use frozen materials or materials containing ice or snow. Do not place concrete on frozen subgrade or on subgrade containing frozen materials.
 - 3. Do not use calcium chloride, salt, or other materials containing antifreeze agents or chemical accelerators unless otherwise specified and approved in mixture designs.
- B. Hot-Weather Placement: Comply with ACI 301 (ACI 301M) and ACI 305.1 (ACI 305.1M), and as follows:
 - 1. Maintain concrete temperature below 90 deg F (32 deg C) at time of placement. Chilled mixing water or chopped ice may be used to control temperature, provided water equivalent of ice is calculated to total amount of mixing water. Using liquid nitrogen to cool concrete is Contractor's option.
 - 2. Fog-spray forms, steel reinforcement, and subgrade just before placing concrete. Keep subgrade uniformly moist without standing water, soft spots, or dry areas.

PART 2 - PRODUCTS

2.1 CONCRETE, GENERAL

- A. ACI Publications: Comply with the following unless modified by requirements in the Contract Documents:
 - 1. ACI 301 (ACI 301M).
 - 2. ACI 117 (ACI 117M).

2.2 FORM-FACING MATERIALS

- A. Smooth-Formed Finished Concrete: Form-facing panels that provide continuous, true, and smooth concrete surfaces. Furnish in largest practicable sizes to minimize number of joints.
 - 1. Plywood, metal, or other approved panel materials.
 - 2. Exterior-grade plywood panels, suitable for concrete forms, complying with DOC PS 1, and as follows:
 - a. High-density overlay, Class 1 or better.
 - b. Medium-density overlay, Class 1 or better; mill-release agent treated and edge sealed.
 - c. Structural 1, B-B or better; mill oiled and edge sealed.
 - d. B-B (Concrete Form), Class 1 or better; mill oiled and edge sealed.
 - 3. Overlaid Finnish birch plywood.
- B. Rough-Formed Finished Concrete: Plywood, lumber, metal, or another approved material. Provide lumber dressed on at least two edges and one side for tight fit.
- C. Chamfer Strips: Wood, metal, PVC, or rubber strips, 3/4 by 3/4 inch (19 by 19 mm), minimum.
- D. Form-Release Agent: Commercially formulated form-release agent that does not bond with, stain, or adversely affect concrete surfaces and does not impair subsequent treatments of concrete surfaces.
 - 1. Formulate form-release agent with rust inhibitor for steel form-facing materials.

2.3 STEEL REINFORCEMENT

- A. Reinforcing Bars: ASTM A 615/A 615M, Grade 60 (Grade 420), deformed.
- B. Welded-Wire Reinforcement: ASTM A 1064/A 1064M.

2.4 REINFORCEMENT ACCESSORIES

- A. Bar Supports: Bolsters, chairs, spacers, and other devices for spacing, supporting, and fastening reinforcing bars and welded-wire reinforcement in place. Manufacture bar supports from steel

wire, plastic, or precast concrete according to CRSI's "Manual of Standard Practice," of greater compressive strength than concrete and as follows:

1. For concrete surfaces exposed to view, where legs of wire bar supports contact forms, use CRSI Class 1 plastic-protected steel wire or CRSI Class 2 stainless-steel bar supports.

2.5 CONCRETE MATERIALS

- A. Source Limitations: Obtain each type or class of cementitious material of the same brand from the same manufacturer's plant, obtain aggregate from single source, and obtain admixtures from single source from single manufacturer.
- B. Cementitious Materials:
 1. Portland Cement: ASTM C 150/C 150M, Type I or Type III, gray.
 2. Fly Ash: ASTM C 618.
- C. Normal-Weight Aggregates: ASTM C 33/C 33M
- D. Air-Entraining Admixture: ASTM C 260/C 260M.
- E. Chemical Admixtures: Certified by manufacturer to be compatible with other admixtures and that do not contribute water-soluble chloride ions exceeding those permitted in hardened concrete. Do not use calcium chloride or admixtures containing calcium chloride.
 1. Water-Reducing Admixture: ASTM C 494/C 494M, Type A.
 2. Retarding Admixture: ASTM C 494/C 494M, Type B.
 3. Water-Reducing and Retarding Admixture: ASTM C 494/C 494M, Type D.
 4. High-Range, Water-Reducing Admixture: ASTM C 494/C 494M, Type F.
 5. High-Range, Water-Reducing and Retarding Admixture: ASTM C 494/C 494M, Type G.
 6. Plasticizing and Retarding Admixture: ASTM C 1017/C 1017M, Type II.
- F. Water: ASTM C 94/C 94M and potable.

2.6 CURING MATERIALS

- A. Evaporation Retarder: Waterborne, monomolecular film forming, manufactured for application to fresh concrete.
- B. Absorptive Cover: AASHTO M 182, Class 2, burlap cloth made from jute or kenaf, weighing approximately 9 oz./sq. yd. (305 g/sq. m) when dry.
- C. Moisture-Retaining Cover: ASTM C 171, polyethylene film or white burlap-polyethylene sheet.
- D. Water: Potable.
- E. Clear, Waterborne, Membrane-Forming Curing Compound: ASTM C 309, Type 1, Class B, dissipating.

2.7 RELATED MATERIALS

- A. Expansion- and Isolation-Joint-Filler Strips: ASTM D 1751, asphalt-saturated cellulosic fiber.
- B. Bonding Agent: ASTM C 1059/C 1059M, Type II, nonredispersible, acrylic emulsion or styrene butadiene.

2.8 CONCRETE MIXTURES, GENERAL

- A. Prepare design mixtures for each type and strength of concrete, proportioned on the basis of laboratory trial mixture or field test data, or both, according to ACI 301 (ACI 301M).
 - 1. Use a qualified independent testing agency for preparing and reporting proposed mixture designs based on laboratory trial mixtures.
- B. Cementitious Materials: Use fly ash as needed to reduce the total amount of portland cement, which would otherwise be used as follows:
 - 1. Fly Ash: 25 percent.
- C. Admixtures: Use admixtures according to manufacturer's written instructions.
 - 1. Use water-reducing high-range water-reducing or plasticizing admixture in concrete, as required, for placement and workability.
 - 2. Use water-reducing and -retarding admixture when required by high temperatures, low humidity, or other adverse placement conditions.
 - 3. Use water-reducing admixture in pumped concrete, concrete for heavy-use industrial slabs and parking structure slabs, concrete required to be watertight, and concrete with a w/c ratio below 0.50.
 - 4. Use corrosion-inhibiting admixture in concrete mixtures where indicated.

2.9 CONCRETE MIXTURES FOR BUILDING ELEMENTS

- A. Exterior use Concrete/Drilled Piers.
 - 1. Minimum Compressive Strength: 3500 psi (31 MPa) at 28 days.
 - 2. Maximum W/C Ratio: 0.45.
 - 3. Slump Limit: 6 inches (100 mm) for concrete with verified slump of 2 to 4 inches (50 to 100 mm) before adding high-range water-reducing admixture or plasticizing admixture, plus or minus 1 inch (25 mm).
 - 4. Air Content: 6 percent, plus or minus 1.5 percent at point of delivery.

2.10 FABRICATING REINFORCEMENT

- A. Fabricate steel reinforcement according to CRSI's "Manual of Standard Practice."

2.11 CONCRETE MIXING

- A. Ready-Mixed Concrete: Measure, batch, mix, and deliver concrete according to ASTM C 94/C 94M and ASTM C 1116/C 1116M, and furnish batch ticket information.
 - 1. When air temperature is between 85 and 90 deg F (30 and 32 deg C), reduce mixing and delivery time from 1-1/2 hours to 75 minutes; when air temperature is above 90 deg F (32 deg C), reduce mixing and delivery time to 60 minutes.

PART 3 - EXECUTION

3.1 FORMWORK INSTALLATION

- A. Design, erect, shore, brace, and maintain formwork, according to ACI 301 (ACI 301M), to support vertical, lateral, static, and dynamic loads, and construction loads that might be applied, until structure can support such loads.
- B. Construct formwork so concrete members and structures are of size, shape, alignment, elevation, and position indicated, within tolerance limits of ACI 117 (ACI 117M).
- C. Construct forms tight enough to prevent loss of concrete mortar.
- D. Construct forms for easy removal without hammering or prying against concrete surfaces. Provide crush or wrecking plates where stripping may damage cast-concrete surfaces. Provide top forms for inclined surfaces steeper than 1.5 horizontal to 1 vertical.
 - 1. Install keyways, reglets, recesses, and the like, for easy removal.
 - 2. Do not use rust-stained steel form-facing material.
- E. Set edge forms, bulkheads, and intermediate screed strips for slabs to achieve required elevations and slopes in finished concrete surfaces. Provide and secure units to support screed strips; use strike-off templates or compacting-type screeds.
- F. Provide temporary openings for cleanouts and inspection ports where interior area of formwork is inaccessible. Close openings with panels tightly fitted to forms and securely braced to prevent loss of concrete mortar. Locate temporary openings in forms at inconspicuous locations.
- G. Chamfer exterior corners and edges of permanently exposed concrete unless noted otherwise.
- H. Form openings, chases, offsets, sinkages, keyways, reglets, blocking, screeds, and bulkheads required in the Work. Determine sizes and locations from trades providing such items.
- I. Clean forms and adjacent surfaces to receive concrete. Remove chips, wood, sawdust, dirt, and other debris just before placing concrete.
- J. Retighten forms and bracing before placing concrete, as required, to prevent mortar leaks and maintain proper alignment.
- K. Coat contact surfaces of forms with form-release agent, according to manufacturer's written instructions, before placing reinforcement.

3.2 EMBEDDED ITEM INSTALLATION

- A. Place and secure anchorage devices and other embedded items required for adjoining work that is attached to or supported by cast-in-place concrete. Use setting drawings, templates, diagrams, instructions, and directions furnished with items to be embedded.
 - I. Install anchor rods, accurately located, to elevations required and complying with tolerances in Section 7.5 of AISC 303.

3.3 REMOVING AND REUSING FORMS

- A. Clean and repair surfaces of forms to be reused in the Work. Split, frayed, delaminated, or otherwise damaged form-facing material are not acceptable for exposed surfaces. Apply new form-release agent.
- B. When forms are reused, clean surfaces, remove fins and laitance, and tighten to close joints. Align and secure joints to avoid offsets. Do not use patched forms for exposed concrete surfaces unless approved by the Engineer.

3.4 STEEL REINFORCEMENT INSTALLATION

- A. General: Comply with CRSI's "Manual of Standard Practice" for fabricating, placing, and supporting reinforcement.
- B. Clean reinforcement of loose rust and mill scale, earth, ice, and other foreign materials that reduce bond to concrete.
- C. Accurately position, support, and secure reinforcement against displacement. Locate and support reinforcement with bar supports to maintain minimum concrete cover. Do not tack weld crossing reinforcing bars.
 - 1. Weld reinforcing bars according to AWS D1.4/D 1.4M, where indicated.
- D. Set wire ties with ends directed into concrete, not toward exposed concrete surfaces.
- E. Install welded-wire reinforcement in longest practicable lengths on bar supports spaced to minimize sagging. Lap edges and ends of adjoining sheets at least one mesh spacing. Offset laps of adjoining sheet widths to prevent continuous laps in either direction. Lace overlaps with wire.

3.5 JOINTS

- A. General: Construct joints true to line with faces perpendicular to surface plane of concrete.
- B. Construction Joints: Install so strength and appearance of concrete are not impaired, at locations indicated or as approved by Engineer.
 - 1. Use a bonding agent at locations where fresh concrete is placed against hardened or partially hardened concrete surfaces.

- C. Contraction Joints in Slabs-on-Grade: Form weakened-plane contraction joints, sectioning concrete into areas as indicated. Construct contraction joints for a depth equal to at least one-fourth of concrete thickness before concrete has hardened.

3.6 CONCRETE PLACEMENT

- A. Before placing concrete, verify that installation of formwork, reinforcement, and embedded items is complete and that required inspections are completed.
- B. Do not add water to concrete during delivery, at Project site, or during placement unless approved by Engineer.
- C. Deposit concrete continuously in one layer or in horizontal layers of such thickness that no new concrete is placed on concrete that has hardened enough to cause seams or planes of weakness. If a section cannot be placed continuously, provide construction joints as indicated. Deposit concrete to avoid segregation.
 - 1. Deposit concrete in horizontal layers of depth not to exceed formwork design pressures and in a manner to avoid inclined construction joints.
 - 2. Consolidate placed concrete with mechanical vibrating equipment according to ACI 301 (ACI 301M).
 - 3. Do not use vibrators to transport concrete inside forms. Insert and withdraw vibrators vertically at uniformly spaced locations to rapidly penetrate placed layer and at least 6 inches (150 mm) into preceding layer. Do not insert vibrators into lower layers of concrete that have begun to lose plasticity. At each insertion, limit duration of vibration to time necessary to consolidate concrete and complete embedment of reinforcement and other embedded items without causing mixture constituents to segregate.

3.7 FINISHING FLOORS AND SLABS

- A. General: Comply with ACI 302.1R recommendations for screeding, restraightening, and finishing operations for concrete surfaces. Do not wet concrete surfaces.
- B. Float Finish: Consolidate surface with power-driven floats or by hand floating if area is small or inaccessible to power-driven floats. Restraighten, cut down high spots, and fill low spots. Repeat float passes and restraightening until surface is left with a uniform, smooth, granular texture.
- C. Broom Finish: Apply a broom finish to exterior concrete platforms, steps, ramps, and elsewhere as indicated.
 - 1. Immediately after float finishing, slightly roughen trafficked surface by brooming with fiber-bristle broom perpendicular to main traffic route. Coordinate required final finish with Engineer before application.

3.8 MISCELLANEOUS CONCRETE ITEM INSTALLATION

- A. Filling In: Fill in holes and openings left in concrete structures after work of other trades is in place unless otherwise indicated. Mix, place, and cure concrete, as specified, to blend with in- place construction. Provide other miscellaneous concrete filling indicated or required to complete the Work.

3.9 CONCRETE PROTECTING AND CURING

- A. General: Protect freshly placed concrete from premature drying and excessive cold or hot temperatures. Comply with ACI 306.1 for cold-weather protection and ACI 305.1 (ACI 305.1M) for hot-weather protection during curing.
- B. Evaporation Retarder: Apply evaporation retarder to unformed concrete surfaces if hot, dry, or windy conditions cause moisture loss approaching 0.2 lb/sq. ft. x h (1 kg/sq. m x h) before and during finishing operations. Apply according to manufacturer's written instructions after placing, screeding, and bull floating or darbying concrete, but before float finishing.
- C. Unformed Surfaces: Begin curing immediately after finishing concrete. Cure unformed surfaces, including floors and slabs, concrete floor toppings, and other surfaces.
- D. Cure concrete according to ACI 308.1, by one or a combination of the following methods:
 - 1. Moisture Curing: Keep surfaces continuously moist for not less than seven days with the following materials:
 - a. Water.
 - b. Continuous water-fog spray.
 - c. Absorptive cover, water saturated, and kept continuously wet. Cover concrete surfaces and edges with 12-inch (300-mm) lap over adjacent absorptive covers.
 - 2. Curing Compound: Apply uniformly in continuous operation by power spray or roller according to manufacturer's written instructions. Recoat areas subjected to heavy rainfall within three hours after initial application. Maintain continuity of coating and repair damage during curing period.

3.10 JOINT FILLING

- A. Prepare, clean, and install joint filler according to manufacturer's written instructions.
 - 1. Defer joint filling until concrete has aged at least one month. Do not fill joints until construction traffic has permanently ceased.
- B. Remove dirt, debris, saw cuttings, curing compounds, and sealers from joints; leave contact faces of joints clean and dry.

3.11 CONCRETE SURFACE REPAIRS

- A. Defective Concrete: Repair and patch defective areas when approved by Engineer. Remove and replace concrete that cannot be repaired and patched to Engineer's approval.
- B. Patching Mortar: Mix dry-pack patching mortar, consisting of 1 part portland cement to 2-1/2 parts fine aggregate passing a No. 16 (1.18-mm) sieve, using only enough water for handling and placing.
- C. Repairing Formed Surfaces: Surface defects include color and texture irregularities, cracks, spalls, air bubbles, honeycombs, rock pockets, fins and other projections on the surface, and stains and other discolorations that cannot be removed by cleaning.
 - 1. Immediately after form removal, cut out honeycombs, rock pockets, and voids more than 1/2 inch (13 mm) in any dimension to solid concrete. Limit cut depth to 3/4 inch (19 mm). Make edges of cuts perpendicular to concrete surface. Clean, dampen with water, and brush-coat holes and voids with bonding agent. Fill and compact with patching mortar before bonding agent has dried. Fill form-tie voids with patching mortar or cone plugs secured in place with bonding agent.
- D. Perform structural repairs of concrete, subject to Engineer's approval, using epoxy adhesive and patching mortar.
- E. Repair materials and installation not specified above may be used, subject to Engineer's approval.

FIELD QUALITY CONTROL

3.12

- A. Testing Agency: Engage a qualified testing and inspecting agency to perform tests and inspections and to submit reports.
- B. Concrete Tests: Testing of composite samples of fresh concrete obtained according to ASTM C 172/C 172M shall be performed according to the following requirements:
 - 1. Testing Frequency: Obtain one composite sample for each day's pour of each concrete mixture exceeding 5 cu. yd. (4 cu. m), but less than 25 cu. yd. (19 cu. m), plus one set for each additional 50 cu. yd. (38 cu. m) or fraction thereof.
 - 2. Slump: ASTM C 143/C 143M; one test at point of placement for each composite sample, but not less than one test for each day's pour of each concrete mixture. Perform additional tests when concrete consistency appears to change.
 - 3. Air Content: ASTM C 231/C 231M, pressure method, for normal-weight concrete; one test for each composite sample, but not less than one test for each day's pour of each concrete mixture.
 - 4. Concrete Temperature: ASTM C 1064/C 1064M; one test hourly when air temperature is 40 deg F (4.4 deg C) and below or 80 deg F (27 deg C) and above, and one test for each composite sample.
 - 5. Unit Weight: ASTM C 567/C 567M; one test for each composite sample, but not less than one test for each day's pour of each concrete mixture.

6. Compression Test Specimens: ASTM C 31/C 31M.
 - a. Cast and field cure two sets of two standard cylinder specimens for each composite sample.
7. Compressive-Strength Tests: ASTM C 39/C 39M; test one set of two laboratory-cured specimens at 7 days and one set of two specimens at 28 days.
 - a. Test one set of two field-cured specimens at 7 days and one set of two specimens at 28 days.
 - b. A compressive-strength test shall be the average compressive strength from a set of two specimens obtained from same composite sample and tested at age indicated.
8. When strength of field-cured cylinders is less than 85 percent of companion laboratory-cured cylinders, Contractor shall evaluate operations and provide corrective procedures for protecting and curing in-place concrete.
9. Strength of each concrete mixture will be satisfactory if every average of any three consecutive compressive-strength tests equals or exceeds specified compressive strength and no compressive-strength test value falls below specified compressive strength by more than 500 psi (3.4 MPa).
10. Test results shall be reported in writing to Engineer, concrete manufacturer, and Contractor within 48 hours of testing. Reports of compressive-strength tests shall contain Project identification name and number, date of concrete placement, name of concrete testing and inspecting agency, location of concrete batch in Work, design compressive strength at 28 days, concrete mixture proportions and materials, compressive breaking strength, and type of break for both 7- and 28-day tests.
11. Nondestructive Testing: Impact hammer, sonoscope, or other nondestructive device may be permitted by Engineer but will not be used as sole basis for approval or rejection of concrete.
12. Additional Tests: Testing and inspecting agency shall make additional tests of concrete when test results indicate that slump, air entrainment, compressive strengths, or other requirements have not been met, as directed by Engineer. Testing and inspecting agency may conduct tests to determine adequacy of concrete by cored cylinders complying with ASTM C 42/C 42M or by other methods as directed by Engineer.
13. Additional testing and inspecting, at Contractor's expense, will be performed to determine compliance of replaced or additional work with specified requirements.
14. Correct deficiencies in the Work that test reports and inspections indicate do not comply with the Contract Documents.

END OF SECTION 033000

SECTION 311000 - SITE CLEARING

PART 1 -GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division O1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:

1. Protecting existing vegetation to remain.
2. Removing existing vegetation.
3. Clearing and grubbing.
4. Removing above- and below-grade site improvements.
5. Disconnecting, capping or sealing, and **removing site utilities and abandoning site utilities in place.**
6. Temporary erosion and sedimentation control.

1.3 DEFINITIONS

- A. Subsoil: Soil beneath the level of subgrade; soil beneath the topsoil layers of a naturally occurring soil profile, typified by less than 1 percent organic matter and few soil organisms.
- B. Surface Soil: Soil that is present at the top layer of the existing soil profile. In undisturbed areas, surface soil is typically called "topsoil," but in disturbed areas such as urban environments the surface soil can be subsoil.
- C. Topsoil: Top layer of the soil profile consisting of existing native surface topsoil or existing in-place surface soil; the zone where plant roots grow.
- D. Plant-Protection Zone: Area surrounding individual trees, groups of trees, shrubs, or other vegetation to be protected during construction and indicated on Drawings.
- E. Vegetation: Trees, shrubs, groundcovers, grass, and other plants.

1.4 MATERIAL OWNERSHIP

- A. Except for materials indicated to be stockpiled or otherwise remain Owner's property, cleared materials shall become Contractor's property and shall be removed from Project site.

1.5 INFORMATIONAL SUBMITTALS

- A. Existing Conditions: Documentation of existing trees and plantings, adjoining construction, and site improvements that establishes preconstruction conditions that might be misconstrued as damage caused by site clearing.
 - 1. Use sufficiently detailed photographs or video recordings.
 - 2. Include plans and notations to indicate specific wounds and damage conditions of each tree or other plant designated to remain.
- B. Burning: Documentation of compliance with burning requirements and permitting of authorities having jurisdiction. Identify location(s) and conditions under which burning will be performed.

1.6 FIELD CONDITIONS

- A. Traffic: Minimize interference with adjoining roads, streets, walks, and other adjacent occupied or used facilities during site-clearing operations.
 - 1. Do not close or obstruct streets, alks, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction.
 - 2. Provide alternate routes around closed or obstructed trafficways if required by Owner or authorities having jurisdiction.
- B. Improvements on Adjoining Property: Authority for performing site clearing indicated on property adjoining Owner's property will be obtained by Owner before award of Contract.
 - 1. Do not proceed with work on adjoining property until directed by Engineer.
- C. Salvageable Improvements: Carefully remove items indicated to be salvaged and store on Owner's premises.
- D. Utility Locator Service: Notify **utility locator service** for area where Project is located before site clearing.
- E. Do not commence site clearing operations until temporary erosion- and sedimentation-control measures are in place.

PART 2-PRODUCTS

2.1 MATERIALS

- A. Satisfactory Soil Material: Requirements for satisfactory soil material are specified m Section 312000 "Earth Moving."
 - I Obtain approved borrow soil material off-site when satisfactory soil material is not available on-site.

PART 3 -EXECUTION

3.1 PREPARATION

- A. Protect and maintain benchmarks and survey control points from disturbance during construction.
- B. Protect existing site improvements to remain from damage during construction.
 - I. Restore damaged improvements to their original condition, as acceptable to Owner.

3.2 TEMPORARY EROSION AND SEDIMENTATION CONTROL

- A. Provide temporary erosion- and sedimentation-control measures to prevent soil erosion and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways, according to erosion- and sedimentation-control Drawings and requirements of authorities having jurisdiction.
- B. Verify that flows of water redirected from construction areas or generated by construction activity do not enter or cross protection zones.
- C. Inspect, maintain, and repair erosion- and sedimentation-control measures during construction until permanent vegetation has been established.
- D. Remove erosion and sedimentation controls, and restore and stabilize areas disturbed during removal.

3.3 TREE AND PLANT PROTECTION

- A. Repair or replace trees, shrubs, and other vegetation indicated to remain or be relocated that are damaged by construction operations.

3.4 EXISTING UTILITIES

- A. Owner will arrange for disconnecting and sealing indicated utilities that serve existing structures before site clearing, when requested by Contractor.
 - I. Verify that utilities have been disconnected and capped before proceeding with site clearing.
- B. Locate, identify, disconnect, and seal or cap utilities indicated to be removed **or abandoned in place**.
 - I. Arrange with utility companies to shut off indicated utilities.
 - 2. Owner will arrange to shut off indicated utilities when requested by Contractor.
- C. Locate, identify, and disconnect utilities indicated to be abandoned in place.

- D. Interrupting Existing Utilities: Do not interrupt utilities serving facilities occupied by Owner or others, unless permitted under the following conditions and then only after arranging to provide temporary utility services according to requirements indicated:
 - 1. Notify Engineer not less than **two (2)** days in advance of proposed utility interruptions.
 - 2. Do not proceed with utility interruptions without Engineer's written permission.
- E. Excavate for and remove underground utilities indicated to be removed.
- F. Removal of underground utilities is included in earthwork sections; in applicable fire suppression, plumbing, HVAC, electrical, communications, electronic safety and security, and utilities sections; and in Section 024116 "Structure Demolition" and Section 024119 "Selective Demolition."

3.5 CLEARING AND GRUBBING

- A. Remove obstructions, trees, shrubs, and other vegetation to permit installation of new construction.
 - 1. Do not remove trees, shrubs, and other vegetation indicated to remain or to be relocated.
 - 2. Grind down stumps and remove roots larger than **2 inches (50 mm)** in diameter, obstructions, and debris to a depth of **18 inches (450 mm)** below exposed subgrade.
 - 3. Use only hand methods or air spade for grubbing within protection zones.
 - 4. Chip removed tree branches and **dispose of off-site.**
- B. Fill depressions caused by clearing and grubbing operations with satisfactory soil material unless further excavation or earthwork is indicated.
 - I. Place fill material in horizontal layers not exceeding a loose depth of 8 inches (200 mm), and compact each layer to a density equal to adjacent original ground.

3.6 SITE IMPROVEMENTS

- A. Remove existing above- and below-grade improvements as indicated and necessary to facilitate new construction.
- B. Remove slabs, paving, curbs, gutters, and aggregate base as indicated.
 - 1. Unless existing full-depth joints coincide with line of demolition, neatly saw-cut along line of existing pavement to remain before removing adjacent existing pavement. Saw-cut faces vertically.
 - 2. Paint cut ends of steel reinforcement in concrete to remain with two coats of antirust coating, following coating manufacturer's written instructions. Keep paint off surfaces that will remain exposed.

3.7 DISPOSAL OF SURPLUS AND WASTE MATERIALS

- A. Remove surplus soil material, unsuitable topsoil, obstructions, demolished materials, and waste materials including trash and debris, and legally dispose of them off Owner's property.

- B. Burning tree, shrub, and other vegetation waste is permitted according to burning requirements and permitting of authorities having jurisdiction. Control such burning to produce the least smoke or air pollutants and minimum annoyance to surrounding properties. Burning of other waste and debris is prohibited.

END OF SECTION 311000

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SECTION 312000- EARTHWORK

PART 1 -GENERAL

1.1 SCOPE OF WORK

- A. Provide all materials, labor, equipment and services necessary to do all clearing and grubbing, excavation, backfilling, providing of additional fill material and topsoil, control of surface drainage and ground water, finished site grading and erosion control required to construct the work as shown.

1.2 RELATED WORK SPECIFIED ELSEWHERE

- A. State and local code requirements shall control the disposal of trees and shrubs.
- B. All burning shall be controlled by applicable local regulations.
- C. Erosion and Sedimentation Control: Section 312500

1.3 JOB CONDITIONS

- A. Weather: Earthwork operations shall be suspended at any time when satisfactory results cannot be obtained on account of rain, snow, ice, drought or other adverse weather conditions.
- B. Existing Utilities: Prior to commencement of work, the Contractor shall locate existing underground utilities in areas of the work. If utilities are to remain in place, provide adequate means of protection during earthwork operations.
- C. Use of Explosives: The Contractor (or any of his Subcontractors) shall not bring explosives onto site or use in work without prior written permission from the Owner. All activities involving explosives shall be in compliance with the rules and regulations of the State Department of Mines, and Minerals, Division of Explosives and Blasting. Contractor is solely responsible for handling, storage, and use of explosive materials when their use is permitted.
- D. Protection of Persons and Property:
 - 1. Barricade open excavations occurring as part of this work and post with warning lights.
 - a. Operate warning lights as recommended by authorities having jurisdiction.
 - b. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earthwork operations.
- E. Dust Control: Use all means necessary to control dust on or near the project site where such dust is caused by the Contractor's operations or directly results from conditions left by the Contractor.

1.4 UTILITY LINE ACTIVITIES COVERED UNDER NATIONWIDE PERMIT# 12

All activities involving utility line construction covered under NATIONWIDE PERMIT # 12 shall meet the following conditions:

- A. The general Water Quality Certification is limited to the crossing of intermittent and perennial streams by utility lines.
- B. The construction of permanent or temporary access roads will impact less than 300 linear feet of intermittent and perennial streams and less than one acre of jurisdictional wetlands.
- C. Utility lines shall be located at least 50 feet away from a stream which appears as a blue line on a USGA 7 ½ minute topographic map except where the utility line alignment crosses the stream. Utility lines that cross streams shall be constructed by methods that maintain normal stream flow and allow for a dry excavation. Water pumped from the excavation shall be contained and allowed to settle prior to re-entering the stream. Excavation equipment and vehicles shall operate outside of the flowing portion of the stream. Spoil material from the utility line excavation shall not be allowed to enter the flowing portion of the stream.
- D. The activities shall not result in any permanent changes in preconstruction elevation contours in waters or wetlands or stream dimension, pattern or profile.
- E. Utility line construction projects through jurisdictional wetlands shall not result in conversion of the area to non-wetland status.
- F. Measures shall be taken to prevent or control spills of fuels, lubricants, or other toxic materials used in construction from entering the watercourse.
- G. Removal of riparian vegetation in the utility line right-of-way shall be limited to that necessary for equipment access. Effective erosion and sedimentation control measures must be employed at all times during the project to prevent degradation of waters of the Commonwealth. Site regarding and reseeding will be accomplished within 14 days after disturbance.
- H. To the maximum extent practicable, all in stream work under this certification shall be performed during low flow.
- I. Heavy equipment, e.g. bulldozers, backhoes, draglines, etc., if required for this project, should not be used or operated within the stream channel. In those instances where such in stream work is unavoidable, then it shall be performed in such a manner and duration as to minimize turbidity and disturbance to substrates and bank or riparian vegetation.
- J. Any fill shall be of such composition that it will not adversely affect the biological, chemical, or physical properties of the receiving waters and/or cause violations of water quality standards. If riprap is utilized, it is to be of such weight and size that bank stress or slump conditions will not be created because of its placement.
- K. Removal of existing riparian vegetation should be restricted to the minimum necessary for project construction.
- L. Should evidence of stream pollution or jurisdictional wetland impairment and/or violations of water quality standards occur as a result of this activity (either from a spill or other forms of

water pollution), the Kentucky Division of Water shall be notified immediately by calling 800/928-2380.

PART 2- PRODUCTS

2.1 SOIL MATERIALS

A. Definitions:

1. Satisfactory soil materials are defined as those complying with ASTM D2487 soil classification groups GW, GP, GM, SM, SW, SP, GC, SC, ML, and CL.
2. Unsatisfactory soil materials are defined as those complying with ASTM D2487 soil classification groups MH, CH, OL, OH and PT. The Contractor shall notify the Engineer if these soil materials are encountered.
3. Subbase Material: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, crushed slag, natural or crushed sand.
4. Drainage Fill: Washed, evenly graded mixture of crushed stone, or uncrushed gravel, with 100 percent passing a 1/2 inch sieve and not more than 5 percent passing a No. 4 sieve.
5. Backfill and Fill Materials: Satisfactory soil materials free of debris, waste, frozen materials, vegetable, and other deleterious matter.

PART 3 -EXECUTION

3.1 CLEARING AND GRUBBING

- A. Work shall consist of cutting and removing designated trees, stumps, brush, logs, removal of fences, or other loose and projecting material. Unless otherwise specified, it shall also include the grubbing of stumps, roots, and other natural obstructions which, in the opinion of the Engineer, must be removed to execute properly the construction work and operate properly the facility upon the completion of construction.
- B. Trees, bushes, and all natural vegetation shall only be removed with the approval of the Engineer. No cleared or grubbed materials shall be used in backfills or embankment fills. All stumps, roots, and other objectionable material shall be grubbed up so that no roots larger than 3 inches in diameter remain less than 18 inches below the ground surface. All holes and depressions left by grubbing operations shall be filled with suitable material and compacted to grade, as recommended in Paragraph 3.6.
- C. Disposal shall be by burning or other methods satisfactory to the Engineer; however, burning will be permitted only when the Contractor has obtained written permission from the local regulatory agency.
- D. The Contractor shall also remove from the site and satisfactorily dispose of all miscellaneous rubbish including, but not limited to, masonry, scrap metal, rock, pavement, etc., that is under the fill or to be removed as shown on the Drawings, specified herein, or directed by the Engineer.

- E. Existing improvements, adjacent property, utility and other facilities, and trees, plants, and brush that are not to be removed shall be protected from injury or damage resulting from the Contractor's operations.
- F. Trees and shrubs, designated to remain or that are beyond the clearing and grubbing limit, which are injured or damaged during construction operations shall be treated or replaced at the Contractor's expense by experienced tree surgery personnel.

3.2 EROSION CONTROL

- A. Temporary measures shall be applied throughout the construction period to control and to minimize siltation to adjacent properties and waterways. Such measures shall include, but not be limited to, the use of berms, silt barriers, gravel or crushed stone, mulch, slope drains and other methods.
- B. These temporary measures shall be applied to erodible material exposed by any activity associated with the construction of this project.
- C. Refer to Section 31 25 00, Erosion and Sedimentation Control for requirements.

3.3 EXCAVATION

- A. Excavation of every description and of whatever substances encountered within the grading limits of the project shall be performed to the lines and grades indicated on the Drawings. All excavation shall be performed in the manner and sequence as required for the work.
- B. All excavated materials that meet the requirements for fill, subgrades or backfill shall be stockpiled within the site for use as fill or backfill, or for providing the final site grades. Where practicable, suitable excavated material shall be transported directly to any place in the fill areas within the limits of the work. All excavated materials that are not suitable for fill, and any surplus of excavated material that is not required for fill shall be disposed of by the Contractor.
- C. The site shall be kept free of surface water at all times. The Contractor shall install drainage ditches, dikes and shall perform all pumping and other work necessary to divert or remove rainfall and all other accumulations of surface water from the excavations. The diversion and removal of surface water shall be performed in a manner that will prevent flooding and/or damage to other locations within the construction area where it may be detrimental. The Contractor shall provide, install and operate sufficient trenches, sumps, pumps, hose piping, well points, deep wells, etc., necessary to depress and maintain the ground water level at least two (2) feet below the base of the excavation during all stages of construction operations. The ground water table shall be lowered in advance of excavation and maintained a minimum of two (2) feet below the lowest excavation subgrade made until the excavation is backfilled or the structure has sufficient strength and weight to withstand horizontal and vertical soil and water pressures from natural ground water.
- D. Excavations for concrete structural slabs on grade shall extend two (2) feet below the indicated bottom of slabs. The over-excavation shall be backfilled with 18 inches, compacted thickness, of over lot fill material or suitable material as herein specified. The remaining six (6) inches of over-excavation shall be backfilled with porous fill material. The porous fill layer shall extend

beyond the limits of the concrete slab a minimum of two (2) feet on all sides as indicated on the Drawings. The porous fill shall be crushed stone or gravel and shall have the following U.S. Standard Sieve gradation:

Sieve	1-1/2	1	3/4	1/2	3/8
% Passing	Min 100	95±5	58±17	Max 15	Max5

- E. Excavations for the construction shall be carefully made to the depths required. Bottoms for footings and grade beams shall be level, clean and clear of loose material, the lower sections true to size. Bottoms of footings and grade beams, in all locations, shall be at a minimum depth of 30 inches below adjacent exterior finished grade or 30 inches below adjacent existing grade, whichever is lower, whether so indicated or not. Footings and grade beam bottoms shall be inspected by the Engineer before any concrete is placed thereon.
- F. In excavations for structures where, in the opinion of the Engineer, the ground is spongy or otherwise unsuitable for the contemplated foundation, the Contractor shall remove such unsuitable material and replace it with suitable material properly compacted.
- G. Sheet piling and shoring shall be provided as necessary for the protection of the work and for the safety of the personnel. The clearances and types of the temporary structures, insofar as they affect the character of the finished work, will be subject to the review of the Engineer, but the Contractor shall be responsible for the adequacy of all sheet piling, bracing and cofferdamming. All shoring, bracing and sheet piling shall be removed as the excavations are backfilled in a manner such as to prevent injurious caving; or, if so directed by the Engineer, shall be left in place. Sheet piling left in place shall be cut off 18 inches below the surface.
- H. Excavation for structures which have been carried below the depths indicated without specific instructions shall be refilled to the proper grade with suitable material properly compacted, except that in excavation for columns, walls or footings, the concrete footings shall extend to this lower depth. All work of this nature shall be at the Contractor's expense.

3.4 FILL

- A. All existing fill below structures and paved areas must be stripped. The upper six (6) inches of the natural subgrade below shall be scarified and recompact at optimum moisture to at least ninety-five percent (95%) of Standard Proctor Density ASTM D 698 (latest revision).
- B. All vegetation, such as roots, brush, heavy sods, heavy growth of grass and all decayed vegetable matter, rubbish and other unsuitable material within the area upon which fill is to be placed shall be stripped or otherwise removed before the fill is started. In no case will such objectionable material be allowed to remain in or under the fill area. Existing fill from excavated areas on site shall be used as fill for open and/or planted areas. Additional fill stockpiled at the site can be used for structural fill if approved by the Engineer. Any additional material necessary for establishing the indicated grades shall be furnished by the Contractor and approved by the Engineer. All fill material shall be free from trash, roots and other organic material. The best material to be used in fill shall be reserved for backfilling pipe lines and for finishing and dressing the surface. Material larger than 3 inches maximum dimension shall not be permitted in the upper 6 inches of the fill area. Fill material shall be placed in successive layers and thoroughly tamped or rolled in a manner approved by the Engineer, each layer being moistened or dried such that the specified degree of compaction shall be obtained. No fill shall

be placed or compacted in a frozen condition or on top of frozen material. No fill material shall be placed when free water is standing on the surface of the area where the fill is to be placed and no compaction of fill will be permitted with free water on any point of the surface of the fill to be compacted.

- C. Where concrete slabs are placed on earth, all loam and organic or other unsuitable material shall be removed. Where fill is required to raise the subgrade for concrete slabs to the elevations as indicated on the Drawings or as required by the Engineer, such fill shall consist of suitable material and shall be placed in layers. Each layer shall be moistened or dried such that the specified degree of compaction shall be obtained. All compaction shall be accomplished in a manner and with equipment as approved by the Engineer. When the subgrade is part fill and part excavation or natural ground, the excavated or natural ground portion shall be scarified to a depth of 12 inches and compacted as specified for adjacent fill.

3.5 BACKFILLING

- A. After completion of footings, grade beams and other construction below the elevation of the final grades and prior to backfilling, all forms shall be removed and the excavation shall be cleaned of all trash and debris. Material for backfilling shall be as specified for suitable material, placed and compacted as specified hereinafter. Backfill shall be placed in horizontal layers of the thickness specified and shall have a moisture content such that the required degree of compaction is obtained. Each layer shall be compacted by mechanical tampers or by other suitable equipment approved by the Engineer to the specified density. Special care shall be taken to prevent wedging action or eccentric loading upon or against the structure. Trucks and machinery used for grading shall not be allowed within 45 degrees above the bottom of the footings or grade beams.
- B. The trenches shall be backfilled following visual inspection by the Engineer and prior to pressure testing. The trenches shall be carefully backfilled with the excavated materials approved for backfilling, or other suitable materials, free from large clods of earth or stones. Each layer shall be compacted to a density at least equal to that of the surrounding earth and in such a manner as to permit the rolling and compaction of the filled trench with the adjoining earth to provide the required bearing value, so that paving, if required, can proceed immediately after backfilling is completed.

3.6 COMPACTION

- A. Suitable material as hereinbefore specified shall be placed in maximum 8" horizontal layers. Compaction shall be performed by rolling with approved tamping rollers, pneumatic-tired rollers, three wheel power rollers or other approved equipment. The degree of compaction required is expressed as a percentage of the maximum dry density obtained by the test procedure presented in ASTM D-698. Laboratory moisture density tests shall be performed on all fill material. Material shall be moistened or aerated as necessary to provide the moisture content that will readily facilitate obtaining the specified compaction. Compaction requirements shall be as specified below:

<u>Fill Utilized For</u>	<u>Required Density (%)</u>	<u>Maximum Permissible Lift Thickness As Compacted, Inches</u>
Backfill & Utility Trenches Under Foundations & Pavements	95-100	8
Backfill Around Structures	95-100	8
Field and Utility Trench Backfill Under Sidewalks and Open Areas	90-100	8

- B. Field density tests shall be performed in sufficient number to insure that the specified density is being obtained. Tests shall be in accordance with ASTM Standards D 1556 or D 2922/D 3017 and shall be performed as authorized by the Engineer. Payment for field density tests shall be by the Contractor. Contractor shall provide suitable notification for coordination of testing. Delays due to the lack of adequate advance notification shall be the responsibility of the Contractor.

3.7 SITE GRADING

- A. Where indicated or directed, topsoil shall be removed without contamination with subsoil and spread on areas already graded and prepared for topsoil, or transported and stockpiled convenient to areas for later application, or at locations specified. Topsoil shall be stripped to full depth and, when stored, shall be kept separate from other excavated materials and piled free of roots, stones, and other undesirable materials.
- B. Following stripping, fill areas shall be scarified to a minimum depth of six (6) inches to provide bond between existing ground and the fill material. Material should be placed in successive horizontal layers not exceeding twelve (12) inches uncompacted thickness. In general, layers shall be placed approximately parallel to the finished grade line.
- C. In general and unless otherwise specified, the Contractor may use any type of earth moving equipment he has at his disposal, provided such equipment is in satisfactory condition and of such type and capacity that the work may be accomplished properly and the grading schedule maintained. During construction, the Contractor shall route equipment at all times, both when loaded and empty, over the layers as they are placed, and shall distribute the travel evenly over the entire area.
- D. The material in the layers shall be of the proper moisture content before rolling or tamping to obtain the prescribed compaction. Wetting or drying throughout the layer shall be required. Should the material be too wet to permit proper compaction or rolling, all work on the fill thus affected shall be delayed until the material has dried to the required moisture content. If the material is too dry, it shall be sprinkled with water and manipulated to obtain the uniform moisture content required throughout a layer before it is compacted.
- E. Each layer of the fill shall be compacted by rolling or tamping to the standard specified in Paragraph 3.06 and not less than 90% maximum density at optimum moisture content as determined by field density tests made by the Standard Proctor method. In general and unless otherwise specified, the Contractor may use any type of compaction equipment such as sheepfoot rollers, pneumatic rollers, smooth rollers and other such equipment he has at his

disposal provided such equipment is in satisfactory condition and is of such design, type, size, weight and quantity to obtain the required density in the embankment. If at any time the required density is not being obtained with the equipment then in use by the Contractor, the Engineer may require that different and/or additional compaction equipment be obtained and placed in use at once to obtain the required compaction.

- F. The Contractor shall be responsible for the stability of all embankments and shall replace any portion which, in the opinion of the Engineer, has become displaced due to carelessness or negligence on the part of the Contractor.

3.8 TOPSOIL

- A. Provide all labor, materials, equipment and services required for furnishing and placing topsoil. Samples of topsoil shall be submitted to the Engineer for review before topsoil is placed. The material shall be good quality loam and shall be: fertile, friable, mellow; free from stones larger than one (1) inch, excessive gravel, junk metal, glass, wood, plastic articles, roots and shall have a liberal amount of organic matter. Light sand loam or heavy clay loam will not be acceptable.
- B. The topsoil shall be 3 inches thick in all areas to be seeded. No topsoil shall be placed until the area to be covered is excavated or filled to the required grade. Imported backfill material will be stockpiled on site for structure backfilling and top soiling.

END OF SECTION 312000

SECTION 312500 - EROSION AND SEDIMENTATION CONTROL

PART I - GENERAL

1.1 SCOPE OF WORK

- A. Furnish all labor, materials, and equipment required for erecting, maintaining and removing temporary erosion and sedimentation controls as shown on the Drawings and as specified herein and as recommended by state and local regulatory agencies.
- B. Temporary erosion controls include, but are not limited to grassing, mulching, seeding, providing erosion control and turf reinforcement mats on all disturbed surfaces including waste area surfaces and stockpile and borrow area surfaces; scheduling work to minimize erosion and providing interceptor ditches at those locations which will ensure that erosion during construction will be either eliminated or maintained within acceptable limits.
- C. Temporary sedimentation controls include, but are not limited to, silt dams, traps, barriers, and appurtenances on sloped surfaces which will ensure that sedimentation pollution will be either eliminated or maintained within acceptable limits.
- D. Contractor is responsible for providing and maintaining effective temporary erosion and sediment control measures prior to and during construction or until final controls become effective. Regardless whether an erosion control plan is required by regulation, the Contractor shall be responsible for preventing stormwater pollution from entering the Owner's drainage systems. Good Housekeeping procedures shall be implanted for spill control, materials handling and maintenance.
- E. The Contractor shall be responsible for placement of erosion and sedimentation controls. Prior to construction, the Contractor shall develop an erosion control plan and submit to the Engineer for review. Prior to excavation, fill or grade work, the Contractor shall place controls in locations required by the erosion control plan. If during the course of construction, the Engineer determines additional controls are required, the Contractor shall furnish, install and maintain additional mulching, blankets and/or sediment barriers to control erosion and sedimentation to the satisfaction of the Engineer.
- F. The Contractor shall notify the appropriate state agency before beginning construction, if required, and shall implement erosion control measures as may be required by state and federal agencies. If disturbed area is greater than one acre, Contractor shall submit a signed Notice of Intent form to the Division of Water at least 48 hours prior to beginning of construction activity.
- G. The Contractor shall inspect and repair all erosion and sedimentation controls every seven (7) days and after each rainfall of 0.5 inch or greater.
- H. Bare soil areas must be seeded, mulched, or covered after 14 days if no work will be done in the area within the next 7 days.

1.2 RELATED WORK

- A. Dewatering: Section 312319
- B. Seeding and mulching is included in "Lawns and Grasses" Section 329200
- C. Final erosion protection measures where required are included in this Section.

PART 2-PRODUCTS

2.1 EROSION CONTROL BLANKETS

- A. Erosion Control Blanket shall be made up of biodegradable and/or photodegradable products such as jute, wood fiber, coconut fiber, straw and degradable plastic netting. They shall degrade at a rate of approximately 6 months to 24 months.
- B. Erosion Control Blanket shall be installed on slopes greater than 4:1 and in all ditches and drainage channels, and where otherwise indicated on the Contract Drawings or directed by regulatory agencies.

2.2 TURF REINFORCEMENT MAT

- A. Where indicated on the Contract Drawings or as described in the Specifications, Turf Reinforcement Mat shall be installed for permanent erosion control.
- B. Turf Reinforcement Mat shall consist of top and bottom heavy weight netting and biodegradable matrix such as coconut fiber or aspen curled wood excelsior.
- C. Where slope and hydraulic conditions are severe, a synthetic matrix may be used, based on manufacturer's recommendations.

2.3 SILT FENCE

- A. Temporary Silt Fence shall consist of woven geotextile fabric attached to 2" X 2" X 48" tall hardwood stakes.
 - 1. Fabric shall be 48" tall, with top being even with top of stakes. Bottom 12" shall be buried in trench as shown on the Detail Drawings.
 - 2. Stakes shall be at 6' centers unless stated otherwise on Contract Documents.
- B. Temporary Reinforced Silt Fence
 - 1. For areas of steep slopes and high flows, where indicated on the Contract Drawings, or as directed by state or local regulations, Reinforced Silt Fence shall be installed.
 - 2. Fabric shall be woven monofilament geotextile attached to 11 gauge steel fencing of 2" X 4" grid.
 - 3. Stakes shall be 5" tall steel and shall be installed on 4' centers.

4. Fabric and fencing shall be buried in trench as shown on the Detail Drawings.
- C. Spacing of Silt Fences on slopes shall be according to the following table, or as directed by state or local regulatory agencies:

Slope Angle	Soil Type		
	Siltv	Clays	Sandy
Very Steep (1:1)	50 ft.	75 ft.	100 ft.
Steep (2:1)	75 ft.	100 ft.	125 ft.
Moderate (4:1)	100 ft.	125 ft.	150 ft.
Slight (10:1)	125 ft.	150 ft.	200 ft.

- D. If runoff flows along the uphill side of the silt fence, Contractor shall install "J-hooks" every 40 to 80 feet. These are curved sections of silt fence above the continuous fence that serve as small dams to stop and hold the flow to allow sediment to settle.

2.4 FIBER ROLLS

- A. On long slopes less than 10:1, and where indicated on the Contract Drawings or recommended by the regulatory agency, Fiber Rolls shall be installed.
- B. Fiber Rolls shall be made of wood shavings, coconut fiber or other similar material encased in heavy duty netting.
- C. Wooden stakes at 4'-0" on center shall be used to anchor the Fiber Rolls along the contours of the slope.

2.5 AGGREGATE SILT CHECKS

- A. Where needed to slow flow velocity, to cause ponding or to protect storm water inlet structures, Aggregate Silt Checks shall be installed.
- B. Aggregate Silt Checks shall consist of rock of various sizes ranging from 2" to 6" contained in or placed on geotextile filter fabric. Pea-stone or gravel-filled bags are acceptable for temporary silt checks in low-flow conditions.

2.6 RIP RAP

- A. Rip Rap shall be installed at the outlets of storm drains and on channel banks as noted on the Contract Drawings and/or recommended by state and local regulatory agencies.
- B. Rip Rap shall have no less than 80%, by volume, of individual stones that range in size from 0.0247 to 1.483 cubic feet.

2.7 CONSTRUCTION ENTRANCE PAD

- A. Contractor shall construct entrance pads at all locations where vehicles will enter or exit the site.
- B. Pad shall be a minimum of 20 feet wide, 50 feet long and 6" thick, and consist of No. 2 stone laid on top of filter fabric.

PART 3 - EXECUTION

3.1 GENERAL

- A. Erosion and sediment control practices shall be consistent with the requirements of the state and local regulatory agencies and in any case shall be adequate to prevent erosion of disturbed and/or regraded areas.
- B. Contractor is responsible for notifying the state regulatory agency concerning inclusion under the NPDES General Permit for Storm Water Discharges From Construction Activities.
- C. Gravity sewer lines and force mains that cross streams shall be constructed by methods that maintain normal stream flow and allow for a dry exaction. Water pumped from the excavation shall be contained and allowed to settle prior to reentering the stream. Excavation equipment and vehicles shall operate outside of the flowing portion of the stream. Spoil material from the sewer line excavation shall not be allowed to enter the flowing portion of the stream. The provisions of this condition shall apply to all types of utility line stream crossings.
- D. Removal of riparian vegetation in the utility line right-of-way shall be limited to that necessary for equipment access. Effective erosion and sedimentation control measures must be employed at all times during the project to prevent degradation of waters of the Commonwealth. Site regrading and reseeding will be accomplished within 14 days after disturbance.

3.2 INSTALLATION OF EROSION AND SEDIMENT CONTROL DEVICES

- A. All erosion and sediment control products and materials shall be installed per manufacturer's recommendations and in accordance with the Kentucky Erosion Prevention and Sediment Control Field Guide.
- B. Contractor shall pay special attention to the trenching-in of the bottoms of silt fence, the staking of sediment barriers, and the stapling of erosion control blankets.

3.3 MAINTENANCE OF EROSION AND SEDIMENT CONTROL DEVICES

- A. Erosion and sedimentation controls shall be inspected weekly and after rain events of 0.5 inch or greater. Replace silt fencing as needed, filter stone which is dislodged, erosion control blanket which is damaged, and make other necessary repairs.
- B. Remove sediment from fences and barriers when it accumulates to half the height of the barrier, or more often as needed.

3.4 CLEANUP

- A. Upon completion of the project and/or establishment of satisfactory turf, vegetation or permanent erosion control structures, Contractor shall remove all temporary devices and properly dispose of such.

END OF SECTION 312500

SECTION 321313 - CONCRETE PAVING

PART 1 -GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes Concrete Paving, including the Following:
 - 1. Driveways.
 - 2. Curbs and gutters.
 - 3. Walks.
- B. Related Requirements:
 - 1. Section 033000 "Cast-in-Place Concrete".
 - 2. Section 321373 "Concrete Paving Joint Sealants" for joint sealants in expansion and contraction joints within concrete paving and in joints between concrete paving and asphalt paving or adjacent construction.
 - 3. Section 321726 "Tactile Warning Surfacing" for detectable warning [tiles] [mats] [and] [pavers].

1.3 DEFINITIONS

- A. Cementitious Materials: Portland cement alone or in combination with one or more of blended hydraulic cement, fly ash, slag cement, and other pozzolans.
- B. W/C Ratio: The ratio by weight of water to cementitious materials.

1.4 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Design Mixtures: For each concrete paving mixture. Include alternate design mixtures when characteristics of materials, Project conditions, weather, test results, or other circumstances warrant adjustments.

1.5 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For qualified ready-mix concrete manufacturer and testing agency.

B. Material Certificates: For the following, from manufacturer:

1. Cementitious materials.
2. Steel reinforcement and reinforcement accessories.
3. Admixtures.
4. Curing compounds.
5. Applied finish materials.
6. Bonding agent or epoxy adhesive.
7. Joint fillers.

C. Field quality-control reports.

1.6 QUALITY ASSURANCE

A. Ready-Mix-Concrete Manufacturer Qualifications: A firm experienced in manufacturing ready-mixed concrete products and that complies with ASTM C94/C94M requirements for production facilities and equipment.

- I. Manufacturer certified according to NRMCA's "Certification of Ready Mixed Concrete Production Facilities" (Quality Control Manual - Section 3, "Plant Certification Checklist").

B. Testing Agency Qualifications: Qualified according to ASTM C1077 and ASTM E329 for testing indicated.

1. Personnel conducting field tests shall be qualified as ACI Concrete Field Testing Technician, Grade I, according to ACI CP-1 or an equivalent certification program.

1.7 FIELD CONDITIONS

A. Traffic Control: Maintain access for vehicular and pedestrian traffic as required for other construction activities.

B. Cold-Weather Concrete Placement: Protect concrete work from physical damage or reduced strength that could be caused by frost, freezing, or low temperatures. Comply with ACI 306.1 and the following:

1. When air temperature has fallen to or is expected to fall below 40 deg F (4.4 deg C), uniformly heat water and aggregates before mixing to obtain a concrete mixture temperature of not less than 50 deg F (10 deg C) and not more than 80 deg F (27 deg C) at point of placement.
2. Do not use frozen materials or materials containing ice or snow.
3. Do not use calcium chloride, salt, or other materials containing antifreeze agents or chemical accelerators unless otherwise specified and approved in design mixtures.

C. Hot-Weather Concrete Placement: Comply with ACI 301 (ACI 301M) and as follows when hot-weather conditions exist:

1. Cool ingredients before mixing to maintain concrete temperature below 90 deg F (32 deg C) at time of placement. Chilled mixing water or chopped ice may be used to control temperature, provided water equivalent of ice is calculated in total amount of mixing water. Using liquid nitrogen to cool concrete is Contractor's option.
2. Cover steel reinforcement with water-soaked burlap, so steel temperature will not exceed ambient air temperature immediately before embedding in concrete.
3. Fog-spray forms[, steel reinforcement,] and subgrade just before placing concrete. Keep subgrade moisture uniform without standing water, soft spots, or dry areas.

PART 2 - PRODUCTS

2.1 CONCRETE, GENERAL

- A. ACI Publications: Comply with ACI 301 (ACI 301M) unless otherwise indicated.

2.2 FORMS

- A. Form Materials: Plywood, metal, metal-framed plywood, or other approved panel-type materials to provide full-depth, continuous, straight, and smooth exposed surfaces.
- J. Use flexible or uniformly curved forms for curves with a radius of 100 feet (30.5 m) or less.
- B. Form-Release Agent: Commercially formulated form-release agent that will not bond with, stain, or adversely affect concrete surfaces and that will not impair subsequent treatments of concrete surfaces.

2.3 STEEL REINFORCEMENT

- A. Plain-Steel Welded-Wire Reinforcement: ASTM A1064/A1064M, fabricated from as-drawn steel wire into flat sheets.
- B. Reinforcing Bars: ASTM A615/A615M, Grade 60 (Grade 420); deformed.
- C. Plain-Steel Wire: ASTM A1064/A1064M, as drawn.
- D. Joint Dowel Bars: ASTM A615/A615M, Grade 60 (Grade 420) plain-steel bars. Cut bars true to length with ends square and free of burrs.
- E. Tie Bars: ASTM A615/A615M, Grade 60 (Grade 420); deformed.
- F. Hook Bolts: ASTM A307, Grade A (ASTM F568M, Property Class 4.6), internally and externally threaded. Design hook-bolt joint assembly to hold coupling against paving fonn and in position during concreting operations, and to permit removal without damage to concrete or hook bolt.
- G. Bar Supports: Bolsters, chairs, spacers, and other devices for spacing, supporting, and fastening reinforcing bars, welded-wire reinforcement, and dowels in place. Manufacture bar supports

according to CRSI's "Manual of Standard Practice" from steel wire, plastic, or precast concrete of greater compressive strength than concrete specified, and as follows:

- I. Equip wire bar supports with sand plates or horizontal runners where base material will not support chair legs.
2. For epoxy-coated reinforcement, use epoxy-coated or other dielectric-polymer-coated wire bar supports.

2.4 CONCRETE MATERIALS

- A. Use concrete as specified in Section 033000 - Cast-in-Place Concrete.

2.5 CURING MATERIALS

- A. Absorptive Cover: AASHTO M 182, Class 3, burlap cloth made from jute or kenaf, weighing approximately 9 oz./sq. yd. (305 g/sq. m) dry.
- B. Moisture-Retaining Cover: ASTM C1 71, polyethylene film or white burlap-polyethylene sheet.
- C. Water: Potable.
- D. Clear, Waterborne, Membrane-Forming Curing Compound: ASTM C309, Type I, Class B, dissipating.
 - I. <Double click here to find, evaluate, and insert list of manufacturers and products.>

2.6 RELATED MATERIALS

- A. Joint Fillers: ASTM D1 751, asphalt-saturated cellulosic fiber in preformed strips.
- B. Bonding Agent: ASTM C1059/C1059M, Type II, non-redispersible, acrylic emulsion or styrene butadiene.

2.7 CONCRETE MIXTURES

- A. Prepare design mixtures, proportioned according to ACI 301 (ACI 301M), for each type and strength of normal-weight concrete, and as determined by either laboratory trial mixtures or field experience.
 1. Use a qualified independent testing agency for preparing and reporting proposed concrete design mixtures for the trial batch method.
 2. When automatic machine placement is used, determine design mixtures and obtain laboratory test results that comply with or exceed requirements.

2.8 CONCRETE MIXING

- A. Ready-Mixed Concrete: Measure, batch, and mix concrete materials and concrete according to ASTM C94/C94M. Furnish batch certificates for each batch discharged and used in the Work.
 - I. When air temperature is between 85 and 90 deg F (30 and 32 deg C), reduce mixing and delivery time from 1-1/2 hours to 75 minutes; when air temperature is above 90 deg F (32 deg C), reduce mixing and delivery time to 60 minutes.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine exposed subgrades and subbase surfaces for compliance with requirements for dimensional, grading, and elevation tolerances.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Remove loose material from compacted subbase surface immediately before placing concrete.

3.3 EDGE FORMS AND SCREED CONSTRUCTION

- A. Set, brace, and secure edge forms, bulkheads, and intermediate screed guides to required lines, grades, and elevations. Install forms to allow continuous progress of work and so forms can remain in place at least 24 hours after concrete placement.
- B. Clean forms after each use and coat with form-release agent to ensure separation from concrete without damage.

3.4 STEEL REINFORCEMENT INSTALLATION

- A. General: Comply with CRSI's "Manual of Standard Practice" for fabricating, placing, and supporting reinforcement.
- B. Clean reinforcement of loose rust and mill scale, earth, ice, or other bond-reducing materials.
- C. Arrange, space, and securely tie bars and bar supports to hold reinforcement in position during concrete placement. Maintain minimum cover to reinforcement.
- D. Install welded-wire reinforcement in lengths as long as practicable. Lap adjoining pieces at least one full mesh, and lace splices with wire. Offset laps of adjoining widths to prevent continuous laps in either direction.

3.5 JOINTS

- A. General: Form construction, isolation, and contraction joints and tool edges true to line, with faces perpendicular to surface plane of concrete. Construct transverse joints at right angles to centerline unless otherwise indicated.
 - I. When joining existing paving, place transverse joints to align with previously placed joints unless otherwise indicated.
- B. Construction Joints: Set construction joints at side and end terminations of paving and at locations where paving operations are stopped for more than one-half hour unless paving terminates at isolation joints.
 - 1. Continue steel reinforcement across construction joints unless otherwise indicated. Do not continue reinforcement through sides of paving strips unless otherwise indicated.
 - 2. Provide tie bars at sides of paving strips where indicated.
 - 3. Butt Joints: Use bonding agent at joint locations where fresh concrete is placed against hardened or partially hardened concrete surfaces.
 - 4. Keyed Joints: Provide preformed keyway-section forms or bulkhead forms with keys unless otherwise indicated. Embed keys at least 1-1/2 inches (38 mm) into concrete.
 - 5. Doweled Joints: Install dowel bars and support assemblies at joints where indicated. Lubricate or coat with asphalt one-half of dowel length to prevent concrete bonding to one side of joint.
- C. Isolation Joints: Form isolation joints of preformed joint-filler strips abutting concrete curbs, catch basins, manholes, inlets, structures, other fixed objects, and where indicated.
 - 1. Locate expansion joints at intervals of 50 feet (15.25 m) unless otherwise indicated.
 - 2. Extend joint fillers full width and depth of joint.
 - 3. Terminate joint filler not less than 1/2 inch (13 mm) or more than 1 inch (25 mm) below finished surface if joint sealant is indicated.
 - 4. Place top of joint filler flush with finished concrete surface if joint sealant is not indicated.
 - 5. Furnish joint fillers in one-piece lengths. Where more than one length is required, lace or clip joint-filler sections together.
 - 6. During concrete placement, protect top edge of joint filler with metal, plastic, or other temporary preformed cap. Remove protective cap after concrete has been placed on both sides of joint.
- D. Contraction Joints: Form weakened-plane contraction joints, sectioning concrete into areas as indicated. Construct contraction joints for a depth equal to at least one-fourth of the concrete thickness, as follows[, to match jointing of existing adjacent concrete paving]:
 - 1. Grooved Joints: Form contraction joints after initial floating by grooving and finishing each edge of joint with grooving tool to a 1/4-inch (6-mm) radius. Repeat grooving of contraction joints after applying surface finishes. Eliminate grooving-tool marks on concrete surfaces.
 - a. Tolerance: Ensure that grooved joints are within 3 inches (75 mm) either way from centers of dowels.

- 2. Doweled Contraction Joints: Install dowel bars and support assemblies at joints where indicated. Lubricate or coat with asphalt one-half of dowel length to prevent concrete bonding to one side of joint.
- E. Edging: After initial floating, tool edges of paving, gutters, curbs, and joints in concrete with an edging tool to a 1/4-inch (6-mm) radius. Repeat tooling of edges after applying surface finishes. Eliminate edging-tool marks on concrete surfaces.

3.6 CONCRETE PLACEMENT

- A. Before placing concrete, inspect and complete formwork installation, steel reinforcement, and items to be embedded or cast-in.
- B. Remove snow, ice, or frost from subbase surface and steel reinforcement before placing concrete. Do not place concrete on frozen surfaces.
- C. Moisten subbase to provide a uniform dampened condition at time concrete is placed. Do not place concrete around manholes or other structures until they are at required finish elevation and alignment.
- D. Comply with ACI 301 (ACI 301M) requirements for measuring, mixing, transporting, and placing concrete.
- E. Do not add water to concrete during delivery or at Project site. Do not add water to fresh concrete after testing.
- F. Deposit and spread concrete in a continuous operation between transverse joints. Do not push or drag concrete into place or use vibrators to move concrete into place.
- G. Consolidate concrete according to ACI 301 (ACI 301M) by mechanical vibrating equipment supplemented by hand spading, rodding, or tamping.
 - 1. Consolidate concrete along face of forms and adjacent to transverse joints with an internal vibrator. Keep vibrator away from joint assemblies[, reinforcement,] or side forms. Use only square-faced shovels for hand spreading and consolidation. Consolidate with care to prevent dislocating [reinforcement] [dowels] [and] joint devices.
- H. Screed paving surface with a straightedge and strike off.
- I. Commence initial floating using bull floats or darbies to impart an open-textured and uniform surface plane before excess moisture or bleedwater appears on the surface. Do not further disturb concrete surfaces before beginning finishing operations or spreading surface treatments.
- J. Curbs and Gutters: Use design mixture for automatic machine placement. Produce curbs and gutters to required cross section, lines, grades, finish, and jointing.
- K. Slip-Form Paving: Use design mixture for automatic machine placement. Produce paving to required thickness, lines, grades, finish and jointing.
 - 1. Compact subbase and prepare subgrade of sufficient width to prevent displacement of slip-form paving machine during operations.

3.7 FLOAT FINISHING

- A. General: Do not add water to concrete surfaces during finishing operations.
- B. Float Finish: Begin the second floating operation when bleedwater sheen has disappeared and concrete surface has stiffened sufficiently to permit operations. Float surface with power-driven floats or by hand floating if area is small or inaccessible to power units. Finish surfaces to true planes. Cut down high spots and fill low spots. Refloat surface immediately to uniform granular texture.
 - 1. Medium-to-Fine-Textured Broom Finish: Draw a soft-bristle broom across float-finished concrete surface, perpendicular to line of traffic, to provide a uniform, fine-line texture.

3.8 DETECTABLE WARNING INSTALLATION

- A. Blackouts: Form blackouts in concrete for installation of detectable paving units specified in Section 321726 "Tactile Warning Surfacing."
- B. Cast-in-Place Detectable Warning Tiles: Form blackouts in concrete for installation of tiles specified in Section 321726 "Tactile Warning Surfacing." Screed surface of concrete where tiles are to be installed to elevation, so that edges of installed tiles will be flush with surrounding concrete paving. Embed tiles in fresh concrete to comply with Section 321726 "Tactile Warning Surfacing" immediately after screeding concrete surface.

3.9 CONCRETE PROTECTION AND CURING

- A. General: Protect freshly placed concrete from premature drying and excessive cold or hot temperatures.
- B. Comply with ACI 306.1 for cold-weather protection.
- C. Evaporation Retarder: Apply evaporation retarder to concrete surfaces if hot, dry, or windy conditions cause moisture loss approaching 0.2 lb/sq. ft. x h (I kg/sq. m x h) before and during finishing operations. Apply according to manufacturer's written instructions after placing, screeding, and bull floating or darbying concrete but before float finishing.
- D. Begin curing after finishing concrete but not before free water has disappeared from concrete surface.
- E. Curing Methods: Cure concrete by moisture-retaining-cover curing, or a combination of these as follows:
 - 1. Moisture-Retaining-Cover Curing: Cover concrete surfaces with moisture-retaining cover, placed in widest practicable width, with sides and ends lapped at least 12 inches (300 mm), and sealed by waterproof tape or adhesive. Immediately repair any holes or tears occurring during installation or curing period, using cover material and waterproof tape.
 - 2. Curing Compound: Apply uniformly in continuous operation by power spray or roller according to manufacturer's written instructions. Recoat areas subjected to heavy rainfall

within three hours after initial application. Maintain continuity of coating, and repair damage during curing period.

3.10 PAVING TOLERANCES

A. Comply with tolerances in ACI 117 (ACI 117M) and as follows:

1. Elevation: 3/4 inch (19 mm).
2. Thickness: Plus 3/8 inch (10 mm), minus 1/4 inch (6 mm).
3. Surface: Gap below 10-feet- (3-m-) long; unlevelled straightedge not to exceed 1/2 inch (13 mm).
4. Alignment of Tie-Bar End Relative to Line Perpendicular to Paving Edge: 1/2 inch per 12 inches (13 mm per 300 mm) of tie bar.
5. Lateral Alignment and Spacing of Dowels: 1 inch (25 mm).
6. Vertical Alignment of Dowels: 1/4 inch (6 mm).
7. Alignment of Dowel-Bar End Relative to Line Perpendicular to Paving Edge: 1/4 inch per 12 inches (6 mm per 300 mm) of dowel.
8. Joint Spacing: 3 inches (75 mm).
9. Contraction Joint Depth: Plus 1/4 inch (6 mm), no minus.
10. Joint Width: Plus 1/8 inch (3 mm), no minus.

3.11 FIELD QUALITY CONTROL

A. Testing Agency: Engage a qualified testing agency to perform tests and inspections.

B. Testing Services: Testing and inspecting of composite samples of fresh concrete obtained according to ASTM C172/C172M shall be performed according to the following requirements:

- I. Testing Frequency: Obtain at least one composite sample for each 5000 sq. ft. (465 sq. m) or fraction thereof of each concrete mixture placed each day.
 - a. When frequency of testing will provide fewer than five compressive-strength tests for each concrete mixture, testing shall be conducted from at least five randomly selected batches or from each batch if fewer than five are used.
2. Slump: ASTM C143/C143M; one test at point of placement for each composite sample, but not less than one test for each day's pour of each concrete mixture. Perform additional tests when concrete consistency appears to change.
3. Air Content: ASTM C231/C231M, pressure method; one test for each composite sample, but not less than one test for each day's pour of each concrete mixture.
4. Concrete Temperature: ASTM C1064/C1064M; one test hourly when air temperature is 40 deg F (4.4 deg C) and below and when it is 80 deg F (27 deg C) and above, and one test for each composite sample.
5. Compression Test Specimens: ASTM C31/C31M; cast and laboratory cure one set of three standard cylinder specimens for each composite sample.
6. Compressive-Strength Tests: ASTM C39/C39M; test one specimen at seven days and two specimens at 28 days.

- a. A compressive-strength test shall be the average compressive strength from two specimens obtained from same composite sample and tested at 28 days.
- C. Strength of each concrete mixture will be satisfactory if average of any three consecutive compressive-strength tests equals or exceeds specified compressive strength and no compressive-strength test value falls below specified compressive strength by more than 500 psi (3.4 MPa).
- D. Test results shall be reported in writing to Engineer, concrete manufacturer, and Contractor within 48 hours of testing. Reports of compressive-strength tests shall contain Project identification name and number, date of concrete placement, name of concrete testing and inspecting agency, location of concrete batch in Work, design compressive strength at 28 days, concrete mixture proportions and materials, compressive breaking strength, and type of break for both 7- and 28-day tests.
- E. Nondestructive Testing: Impact hammer, sonoscope, or other nondestructive device may be permitted by Engineer but will not be used as sole basis for approval or rejection of concrete.
- F. Additional Tests: Testing and inspecting agency shall make additional tests of concrete when test results indicate that slump, air entrainment, compressive strengths, or other requirements have not been met, as directed by Engineer.
- G. Concrete paving will be considered defective if it does not pass tests and inspections.
- H. Additional testing and inspecting, at Contractor's expense, will be performed to determine compliance of replaced or additional work with specified requirements.
- I. Prepare test and inspection reports.

3.12 REPAIR AND PROTECTION

- A. Remove and replace concrete paving that is broken, damaged, or defective or that does not comply with requirements in this Section. Remove work in complete sections from joint to joint unless otherwise approved by Engineer.
- B. Drill test cores, where directed by Engineer, when necessary to determine magnitude of cracks or defective areas. Fill drilled core holes in satisfactory paving areas with portland cement concrete bonded to paving with epoxy adhesive.
- C. Protect concrete paving from damage. Exclude traffic from paving for at least 14 days after placement. When construction traffic is permitted, maintain paving as clean as possible by removing surface stains and spillage of materials as they occur.
- D. Maintain concrete paving free of stains, discoloration, dirt, and other foreign material. Sweep paving not more than two days before date scheduled for Substantial Completion inspections.

END OF SECTION 321313

SECTION 322000 - DUST CONTROL

PART 1 - GENERAL

1.1 GENERAL

- A. Control all dust produced from construction activities by using water or other common control measures to best reduce the impacts.
- B. The owner has the right to stop work at any time that excessive dust poses a safety hazard to employees, pedestrians, or traffic.
- C. Provide protection and limit employee exposure to dust by best management practices.
- D. Reduced visibility to vehicle traffic from failure to control dust will result in the immediate stoppage of work.

PART 2-PRODUCTS

Not Used

PART 3-EXECUTION

Not Used

END OF SECTION 322000

SECTION 323000- PERMITS

PART I -GENERAL

1.1 GENERAL

- A. The OWNER (City of Ashland) will acquire all right-of-way permits that are necessary for work occurring on KYTC right-of-way. The CONTRACTOR shall be responsible for following all permit guidelines and traffic control measures as indicated by KYTC. The CONTRACTOR shall be responsible for proper installation of traffic control devices and construction practices, and the OWNER has the right to stop work at any time permit guidelines are not being met.
- B. If the CONTRACTOR wishes to submit and apply for their own right-of-way permits through KYTC, they shall notify the OWNER in writing and provide a copy of each permit approval for the designated work areas.
- C. The CONTRACTOR shall file and obtain an Erosion and Sediment Control Permit through the City of Ashland when applicable. The CONTRACTOR shall contact the Department of Engineering and follow their guidelines for erosion and sediment control.
- D. The CONTRACTOR shall be responsible for receiving or obtaining all other permits that are required for the work listed in this project. The CONTRACTOR shall relieve the OWNER and ENGINEER of any liability that is a result of failure to receive the proper permits.

PART 2- PRODUCTS

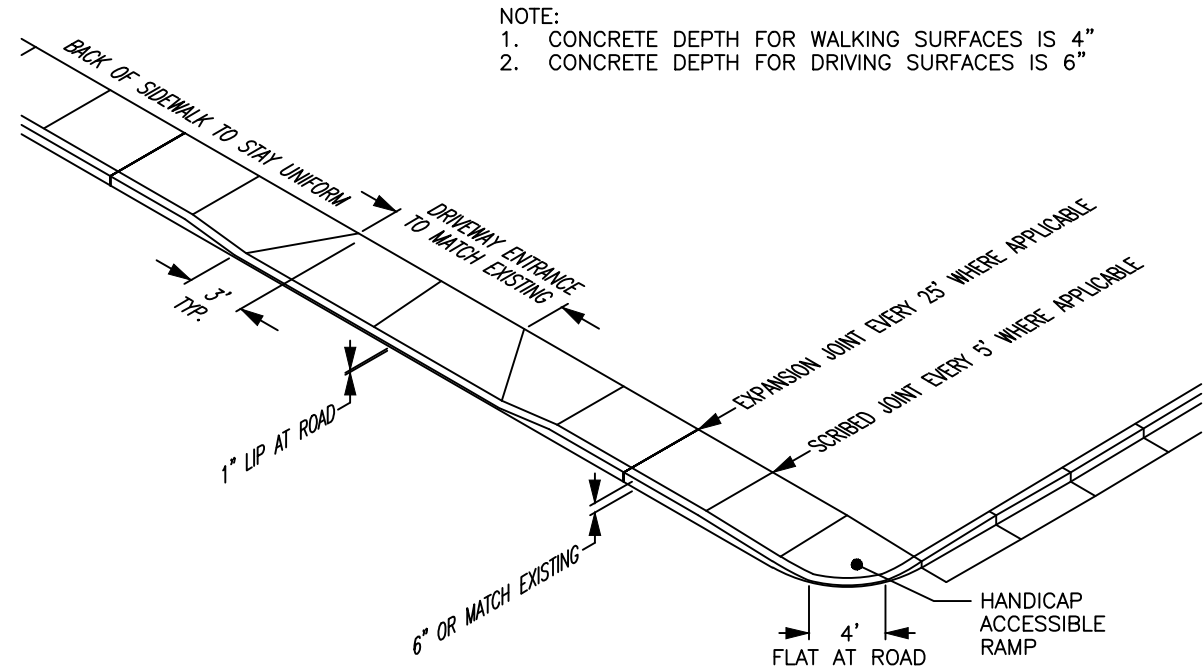
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PART 3- EXECUTION

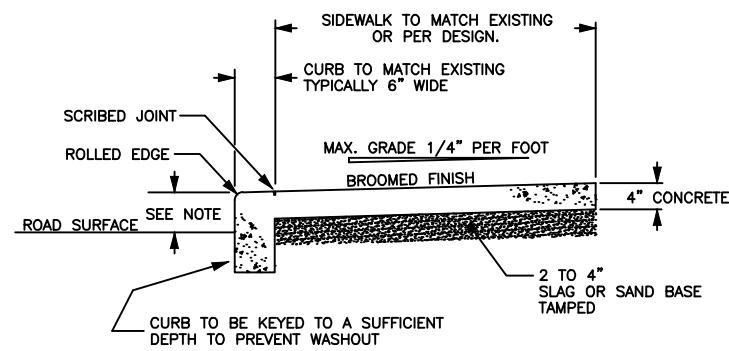
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END OF SECTION 323000

PARTS
ADDITIONAL INFORMATION

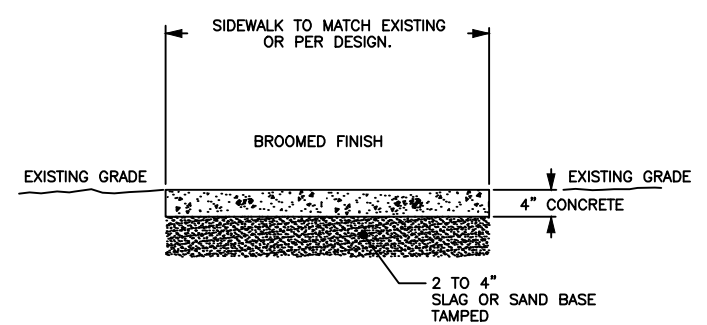


TYPICAL SIDEWALK LAYOUT
 NOT TO SCALE

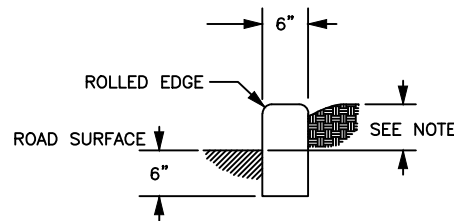


NOTE: CURB HEIGHT WILL BE DETERMINED IN THE FIELD, ADJUST HEIGHT TO ALLOW DRAINAGE TOWARD ROAD. STANDARD HEIGHT IS 6".

TYPICAL CURBWALK DETAIL
 NOT TO SCALE

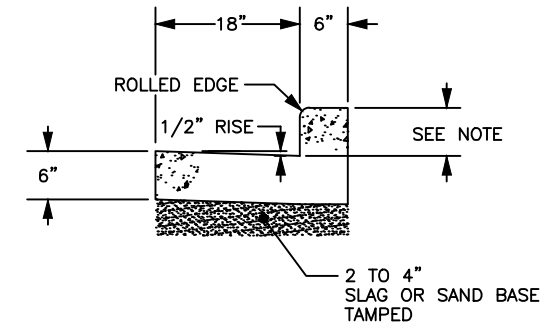


TYPICAL SIDEWALK DETAIL
 NOT TO SCALE



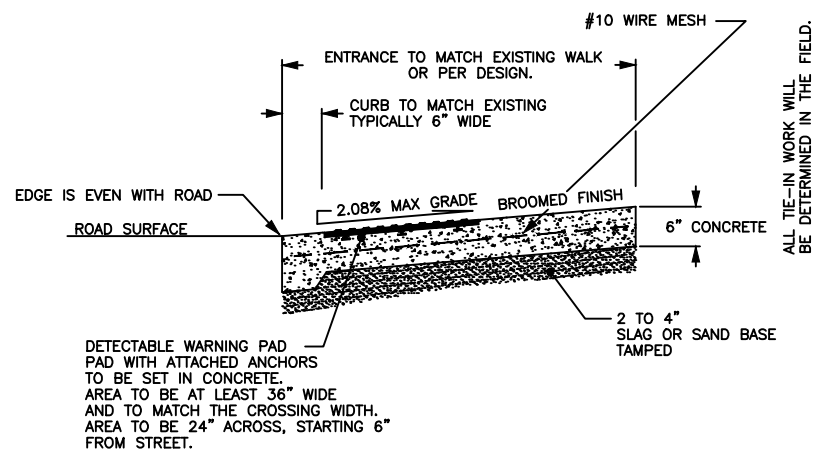
NOTE: CURB HEIGHT WILL BE DETERMINED IN THE FIELD. STANDARD HEIGHT IS 6".

TYPICAL BARRIER CURB DETAIL
 NOT TO SCALE



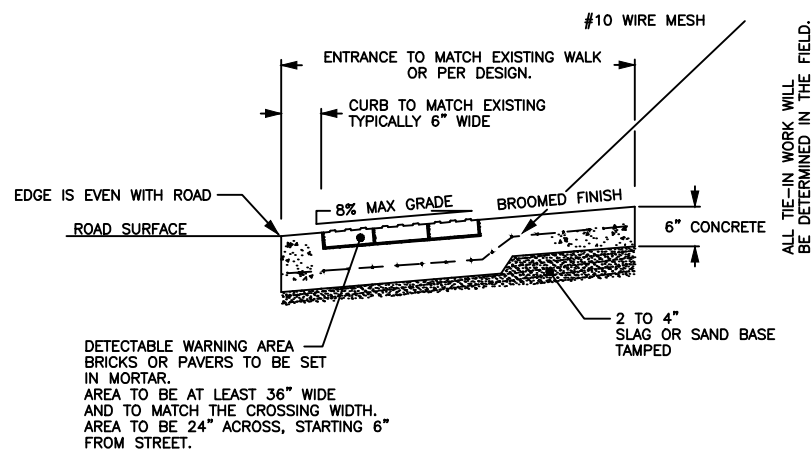
NOTE: CURB HEIGHT WILL BE DETERMINED IN THE FIELD. STANDARD HEIGHT IS 6".

TYPICAL CURB AND GUTTER DETAIL
 NOT TO SCALE



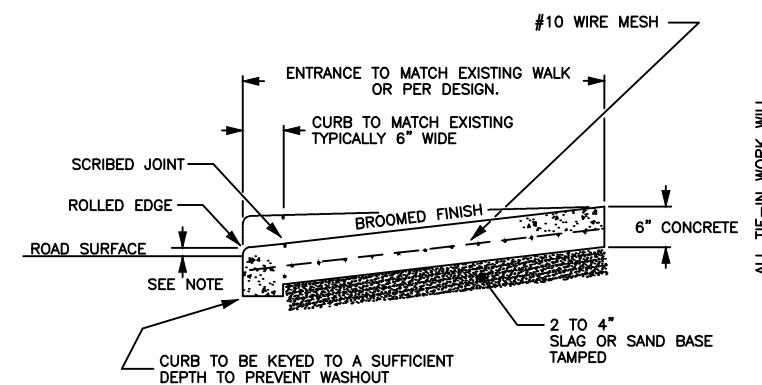
ALL TIE-IN WORK WILL BE DETERMINED IN THE FIELD.

TYPICAL HANDICAP CROSSWALK DETAIL WITH MANUFACTURED DETECTABLE PAD
 NOT TO SCALE



ALL TIE-IN WORK WILL BE DETERMINED IN THE FIELD.

TYPICAL HANDICAP CROSSWALK DETAIL WITH INSERTED ADA BRICK PAVERS
 NOT TO SCALE



ALL TIE-IN WORK WILL BE DETERMINED IN THE FIELD.

TYPICAL DRIVEWAY ENTRANCE DETAIL
 NOT TO SCALE

PROJECT NUMBER:
 00000

REVISIONS

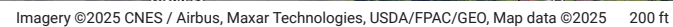
BY: DCG

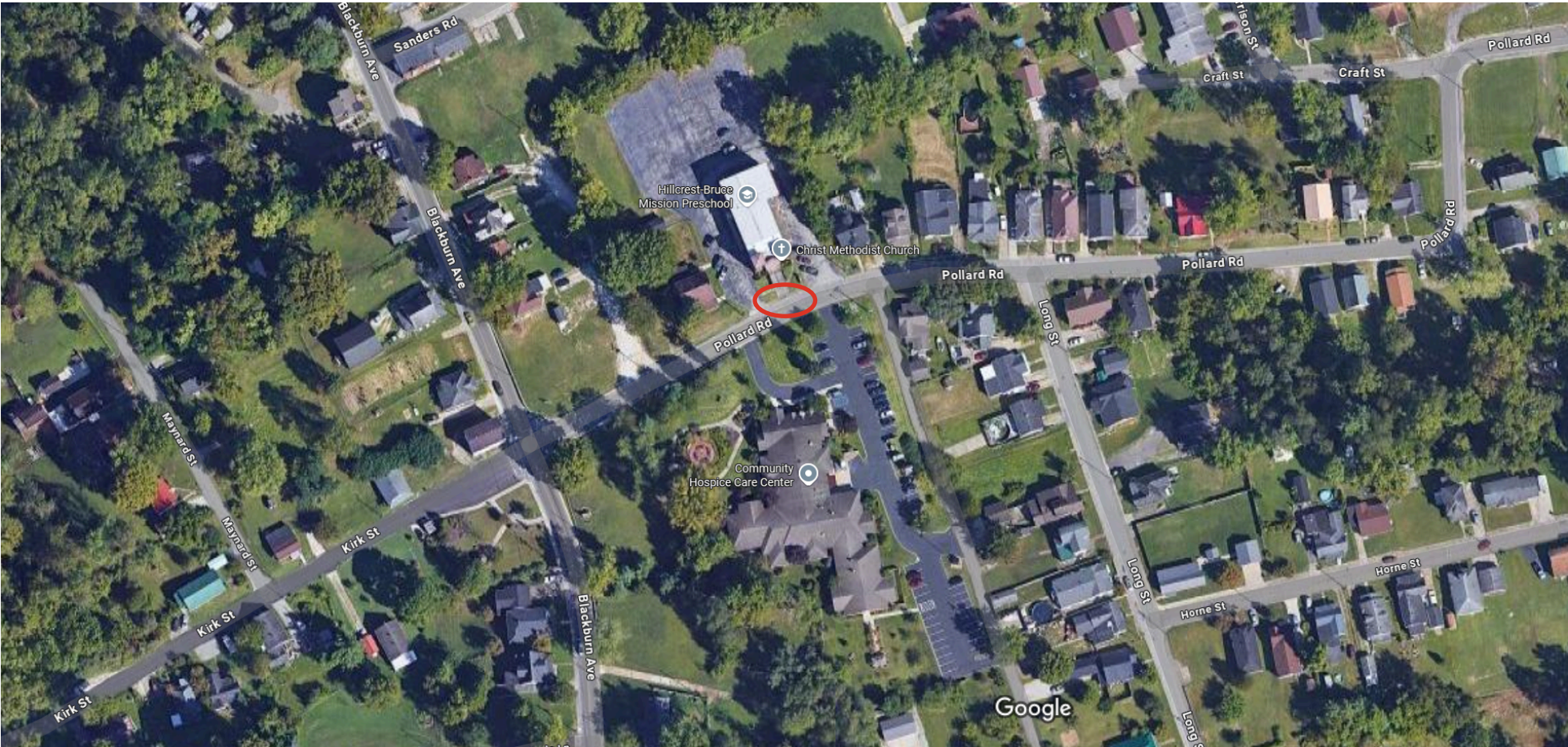
DATE: 10/02/23

CITY OF ASHLAND
 SIDEWALK REPLACEMENTS
 STANDARD DETAILS



SHEET NO.:
 D101





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Fact Sheet #66: The Davis-Bacon and Related Acts (DBRA)

This fact sheet provides general information concerning DBRA.

Coverage

DBRA requires payment of prevailing wages on federally funded or assisted construction projects.

The [Davis-Bacon Act](#) applies to each federal government or District of Columbia contract in excess of \$2,000 for the construction, alteration, or repair (including painting and decorating) of [public buildings or public works](#). Many federal laws that authorize federal assistance for construction through grants, loans, loan guarantees, and insurance are Davis-Bacon “Related Acts.” The “Related Acts” include provisions that apply Davis-Bacon labor standards to most federally assisted construction. Examples of “Related Acts” include the Federal-Aid Highway Acts, the Housing and Community Development Act of 1974, and the Federal Water Pollution Control Act.

Basic Provisions/Requirements

Contractors and subcontractors must pay [laborers and mechanics](#) employed directly upon the [site of the work](#) at least the locally prevailing wages (including fringe benefits), listed in the Davis-Bacon wage determination in the contract, for the work performed. [Davis-Bacon labor standards clauses](#) must be included in covered contracts.

The Davis-Bacon “prevailing wage” is the combination of the basic hourly rate and any fringe benefits listed in a Davis-Bacon wage determination. The contractor’s obligation to pay at least the prevailing wage listed in the contract wage determination can be met by paying each laborer and mechanic the applicable prevailing wage entirely as cash wages or by a combination of cash wages and employer-provided bona fide fringe benefits. Prevailing wages, including fringe benefits, must be paid on all hours worked on the site of the work.

Apprentices or trainees may be employed at less than the rates listed in the contract wage determination only when they are in an apprenticeship program registered with the Department of Labor or with a state apprenticeship agency recognized by the Department.

Contractors and subcontractors are required to pay covered workers weekly and submit weekly certified payroll records to the contracting agency. They are also required to post the applicable Davis-Bacon wage determination with the [Davis-Bacon poster \(WH-1321\)](#) on the job site in a prominent and accessible place where they can be easily seen by the workers.

Davis-Bacon Wage Determinations

Davis-Bacon wage determinations are published on the [System for Award Management \(SAM\)](#) website at <https://sam.gov/content/wage-determinations> for contracting agencies to incorporate them into covered contracts. The “prevailing wages” are determined based on wages paid to various classes of laborers and mechanics employed on specific types of construction projects in an area. Guidance on determining the type of construction is provided in All Agency Memoranda Nos. [130](#), [131](#), and [236](#).

Penalties/Sanctions and Appeals

Contract payments may be withheld in sufficient amounts to satisfy liabilities for underpayment of wages and for liquidated damages for overtime violations under the Contract Work Hours and Safety Standards Act (CWHSSA). In addition, violations of the Davis-Bacon contract clauses may be grounds for contract termination, contractor liability for any resulting costs to the government and debarment from future contracts for a period up to three years.

Contractors and subcontractors may challenge determinations of violations and debarment before an Administrative Law Judge (ALJ). Interested parties may appeal ALJ decisions to the Department's Administrative Review Board. Final Board determinations on violations and debarment may be appealed to and are enforceable through the federal courts.

Typical Problems

(1) Misclassification of laborers and mechanics. (2) Failure to pay full prevailing wage, including fringe benefits, for all hours worked (including overtime hours). (3) Inadequate recordkeeping, such as not counting all hours worked or not recording hours worked by an individual in two or more classifications during a day. (4) Failure of to maintain a copy of bona fide apprenticeship program and individual registration documents for apprentices. (5) Failure to submit certified payrolls weekly. (6) Failure to post the Davis-Bacon poster and applicable wage determination.

Relation to State, Local, and Other Federal Laws

The [Copeland "Anti-Kickback" Act](#) prohibits contractors from in any way inducing an employee to give up any part of the compensation to which he or she is entitled under his or her contract of employment, and requires contractors to submit a weekly statement of the wages paid to each employee performing DBRA covered work.

Contractors on projects subject to DBRA labor standards may also be subject to additional prevailing wage and overtime pay requirements under State (and local) laws. Also, overtime work pay requirements under CWHSSA) and the [Fair Labor Standards Act](#) may apply.

Under [Reorganization Plan No. 14 of 1950](#), (5 U.S.C.A. Appendix), the federal contracting or assistance-administering agencies have day-to-day responsibility for administration and enforcement of the Davis-Bacon labor standards provisions and, in order to promote consistent and effective enforcement, the Department of Labor has regulatory and oversight authority, including the authority to investigate compliance.

Where to Obtain Additional Information

For additional information, visit our Wage and Hour Division Website: <http://www.wagehour.dol.gov> and/or call our toll-free information and helpline, available 8 a.m. to 5 p.m. in your time zone, 1-866-4USWAGE (1-866-487-9243).

This publication is for general information and is not to be considered in the same light as official statements of position contained in the regulations.

U.S. Department of Labor
Frances Perkins Building
200 Constitution Avenue, NW
Washington, DC 20210

1-866-4-USWAGE
[Contact Us](#)

Federal Labor Standards Provisions

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section l(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the

U.S. Department of Housing and Urban Development

Office of Labor Relations

30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part Previous editions are obsolete Page 2 of 5 form **HUD-4010** (06/2009) ref. Handbook 1344.1 of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his

or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section I(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section I(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the

classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work

performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of

the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1010, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.**(3) Withholding for unpaid wages and liquidated damages.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or

dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions



September 2022

U.S. Department of Housing and Urban Development

WORKER'S POCKET GUIDE

For Employees Working on Davis-Bacon Projects





The U.S. Department of Housing and Urban Development (HUD) is a key driver of job creation in communities across the nation. Every year, Congress appropriates billions of dollars to HUD to support building and repair of affordable housing, local infrastructure and community development. **Construction workers serve a critical role in advancing HUD's mission** by building quality and sustainable housing which improves the quality of life of the people who live in these communities.

HUD is committed to ensuring all workers on HUD-funded projects are paid properly for their work. This pocket guide has been developed for you, construction laborers and mechanics who work on HUD-funded projects. **The purpose of this pocket guide is to ensure that all workers on HUD-funded projects understand their rights and protections.**

Through the Office of Davis-Bacon and Labor Standards (DBLS), HUD monitors and enforces the payment of prevailing wages, overtime pay, and recordkeeping. This office also conducts investigations into suspected violations of Federal labor standards provisions. We work in partnership with the U.S. Department of Labor and are actively engaged on federal interagency initiatives named in the [White House Task Force on Worker Organizing and Empowerment](#).

It is with immense appreciation and gratitude to you, construction laborers and tradespeople who build "community" across the United States and the territories, that the Office of Davis-Bacon and Labor Standards presents this guide as a resource. We look forward to talking with you directly if you have any questions or concerns about your rights. We also encourage you to visit other sites, like www.worker.gov and www.dol.gov/general/good-jobs/workers, which provide additional information about important worker rights-related topics. **Together, we can improve quality and create access to good paying jobs that are free from discrimination and harassment for all working people.**

On behalf of your partners at HUD, I thank you for your service to our nation in support of our mission to create strong, sustainable, inclusive communities and quality, affordable homes for all.

Michele P. Perez
Assistant Deputy Secretary
Office of Field Policy and Management

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KNOW YOUR RIGHTS AS A WORKER

On a Davis-Bacon project, you have the right to:

- ✓ Be paid prevailing wages (a federal prevailing wage is the wage paid to the majority of the workers in a similar occupation in a specific area, as determined by the U.S. Department of Labor (DOL)).
- ✓ Observe the [Employee Rights Poster](#) on page 8 and wage decision on page 5 which must be posted on the job site
- ✓ Contact a DBLS Labor Standards Specialist or the Contract Administrator whose name should appear on the Employee Rights Poster
- ✓ Be paid on a weekly basis
- ✓ Receive overtime (at least time and a half of hourly wages) for all hours worked over 40 hours in work week
- ✓ [File a complaint with DBLS](#) or with the [U.S. Department of Labor](#) (DOL)
- ✓ Receive back wages if you are underpaid (back wages are the pay difference between the wage rate you received; and the wage rate required on the wage decision; for all hours worked)

In a safe workplace under the Occupational Safety and Health Administration (OSHA):

Federal law entitles you to a safe workplace. Your employer must keep your workplace free of known health and safety hazards. You have the right to speak up about hazards **without fear of retaliation**.

You also have the right to:

- ✓ Receive workplace safety and health training in a language you understand
- ✓ Work on machines that are safe
- ✓ Receive required safety equipment, such as gloves or a harness and lifeline for falls
- ✓ Be protected from toxic chemicals
- ✓ Request an OSHA inspection, and speak to the inspector
- ✓ Report an injury or illness, and get copies of your medical records
- ✓ Review records of work-related injuries and illnesses
- ✓ See results of tests taken to find workplace hazards

TYPICAL PROBLEMS FOUND ON DAVIS-BACON PROJECTS

- ✓ Misclassification of laborers and mechanics
- ✓ Failure to pay full prevailing wage, including fringe benefits, for all hours worked (including overtime hours)
- ✓ Inadequate recordkeeping, such as not counting all hours worked or not recording hours worked by an individual in two or more classifications during a day
- ✓ Failure of employer to maintain a copy of the bona fide apprenticeship program and individual registration documents for apprentices
- ✓ Failure of employer to submit certified payrolls weekly
- ✓ Failure to post the Davis-Bacon poster and applicable wage determination

WAYS YOU CAN PROTECT YOURSELF

- ✓ Know what hourly wages you should receive for the work you perform
- ✓ Use a calendar to keep track of your hours by the date and the type of work you performed, and any breaks you take
- ✓ Make sure you are receiving your pay weekly
- ✓ Keep your pay stubs or ask for a receipt if you are paid in cash
- ✓ If you are receiving apprentice rates, make sure that you are a part of an apprenticeship program registered with DOL or with a DOL recognized State Apprenticeship Council (SAC)
- ✓ If you don't see an Employee Rights Poster and/or a wage decision on a Davis-Bacon project, contact our office directly
- ✓ You can file a complaint if you feel any of your rights have been violated

DAVIS-BACON DEFINITIONS

Laborer or Mechanic

Anyone doing construction work on a project. You must be paid at least prevailing wage rates

Employee

A person that works as a laborer or mechanic on a job site, regardless of a contract

Apprentices and Trainees

Apprentices and trainees may be paid less than the wage rate on the wage decision for their work. Apprentices must be employed in registered programs that are approved by the DOL or a DOL recognized State Apprenticeship Agency. Employers must follow rules to ensure that apprentices and trainees are properly paid and trained

Piece work

If you are paid by the quantity (amount) of work you produce (do), such as the number of units painted or the square feet of sheetrock hung, you must still receive wages based on the actual number of hours you worked, can not be below prevailing wages.

Wage Decision

A listing of different work classifications (types) and the minimum hourly pay that must be paid to anyone performing work in those classifications on a specific job

Fringe Benefits

Additional benefits that may be paid to an employee and seen on the wage decision of a specific construction project. They do not include employer payments required by law

Overtime

All hours worked beyond 40 hours in a 7-day pay period

Deductions

Can be required by law, like income taxes social security or even court ordered. Other payroll deductions, such as a loan repayment, must have your approval

Work Classification

The actual type of trade (work) you are doing as listed on a wage decision, for example carpenter, roofer, electrician, etc. The skill level does not matter

Split-classification

Work done in more than one trade. You can be paid the hourly pay for each work classification or the highest of all of the classifications you worked

Site of Work

The boundaries of the project, but also can include other property that is next to the project

EMPLOYEE VS. INDEPENDENT CONTRACTOR

Several factors determine whether you are an employee of a contractor or sub-contractor or work as an independent contractor. For guidance on this, you can refer to www.irs.gov/taxtopics/tc762.

If you are a misclassified worker, you could be denied critical benefits and labor standards protections found at www.dol.gov/agencies/whd/flsa/misclassification.

 EMPLOYEE	OR	INDEPENDENT CONTRACTOR
Working for someone else's business		Running their own business
Paid hourly, salary, or by piece rate		Paid upon completion of project
Uses employer's materials, tools and equipment		Provides own materials, tools and equipment
Typically works for one employer		Works with multiple clients
Continuing relationship with the employer		Temporary relationship until project completed
Employer decides when and how the work will be performed		Decides when and how they will perform the work
Employer assigns the work to be performed		Decides what work they will do

Source: U.S. Department of Labor

HOW TO READ A WAGE DECISION

The first four letters are an abbreviation of the job classification.

The first four numbers are the union local that created the Collective Bargaining Agreement (CBA).

This is the most recent revision number of the CBA.

This is the date the CBA was set.

CARP	4088	004	05/01/2021		
CARPENTER				Rates \$ 32.46	Fringes 19.19

The worker's classification			The hourly wage rate		The hourly fringe benefit rate

Some classifications have rates of pay or fringe benefits in the form of a percentage or a specific amount such as "35.825+a+b" below:

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 51.68	35.825+a+b
a. VACATION PAY: 6% for 6 months to 5 years service; 8% with 5 or more years of service.		
b. PAID HOLIDAYS: Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Friday after, and Christmas Day.		

Some classifications have groups. Be sure to read below the classification to know what category you are in.

	Rates	Fringes
Truck drivers:		
GROUP 1.....	\$ 34.29	15.25
GROUP 2.....	\$ 34.49	15.25
GROUP 3.....	\$ 35.24	15.25
GROUP 4.....	\$ 35.79	15.25

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: Flat beds; pick-up; dump trucks under 10 yds.; dump trucks 10 yds. and over.

GROUP 2: Double bottom units (20 tons capacity and over); fork trucks; heavy excavating (dumpsters, etc.); heavy hauling, A-frame and winch fork trucks; hydraulically operated aerial lift; hydro lift trucks; straddle trucks; wheel tractors.

FREQUENTLY ASKED QUESTIONS (FAQs)

1. I am a roofing subcontractor, working alone, and paid by a per square / piece basis (for example every 100 sq. ft). The contractor I work for requires that I have workers' compensation and liability insurance. They plan to deduct 40% of my wages for the cost of insurance and make it impossible to earn the prevailing wage. Is this ok?

- No. Laborers and mechanics (e.g., roofers) must be paid the hourly pay in the applicable wage decision.
- [Workers' Compensation](#) and Liability Insurance are not allowed deductions (see [FAQ # 8](#)).
- A true subcontractor generally has a registered trade name with a telephone listing, a license, liability insurance or bond, and/or a Federal Tax Identification Number, along with a signed contract containing HUD Federal Labor Provisions.

2. I work more than one trade within in a single day. How do I determine the correct rate to be paid?

If you work in more than one trade your boss must pay you for the hours worked at the correct rate for each trade (job).

3. I am paid \$15.00 dollars per hour, on my paycheck there were no deductions for social security and taxes. I am not a self-employed contractor. Is it ok for my boss to not make these deductions?

No. A contractor must pay the correct hourly rate in the wage decision. If you believe deductions from your paychecks haven't been made, you should speak with your boss about this.

4. The contractor I work for told me that I'll be paid two times a month. Is this ok?

No. Under Davis-Bacon, a contractor must pay their employees once a week on federal construction projects.

5. How do I know I'm being paid the right amount for what I'm doing?

Look for a copy of the wage decision and any additional classifications. They must be posted at the work site in plain view for you to see. If your job type is not listed or posted, you can call the person listed as the agency point of contact on the [Publication WH-1321 Notice to Employees](#) that must be posted at each job site.

6. An official from the Department of Labor came to our job site and asked workers about our pay and to tell them about how much we made an hour, how many hours we worked each week, what type of tools we used, etc. Do we have to answer these questions?

*It is voluntary to answer these questions but **answering on-site interview questions** is very important if a problem comes up between workers and their employers. Every employer (contractor, subcontractor, etc.) must make their employees available to be interviewed at the job site by HUD, a DOL representative, or with the contract administrator's representative and the interviews are private and confidential.*

7. Who do workers contact if they have questions or concerns about labor violations?

You can call the person listed as the agency point of contact on the [Publication WH-1321 Notice to Employees](#) that must be posted at each job site.

8. What deductions can my boss make from my paycheck?

Employers can make deductions for FICA, income taxes, medical insurance, retirement pensions, unemployment benefits, life insurance, accident insurance, vacation or holiday pay, and apprenticeship program costs. Some workers may have additional deductions.

9. I work for a plumbing contractor as a laborer. My duties are similar to the plumbers I help on a daily basis. I use the same tools they use and do the same work they do, like laying and connecting pipes, etc. Should I be paid as a laborer or plumber?

Generally, if you are using the tools and doing the work of the trade like the other plumbers, then you should be paid the pay of a plumber, not a laborer.

10. I am paid on a weekly basis and my boss pays me in cash each week. Is that ok?

Yes, but you should each make sure to keep records of payment, hours worked, receipts, etc.

11. My boss stated they were going to pay me \$15.25 per hour, but said I also needed to give them back \$2.00 for each hour I worked on the federal project for the tools that I borrowed. Is this ok?

No. Your employer can't require you or other employees to give back any portion of pay you've earned. This is a direct violation of the Copeland Act (Anti-Kickback Act).



WORKER RIGHTS

UNDER THE DAVIS-BACON ACT

FOR LABORERS AND MECHANICS WORKING ON FEDERAL OR FEDERALLY ASSISTED CONSTRUCTION PROJECTS

The law requires employers to display this poster where employees can readily see it.

**PREVAILING
WAGES**

You must be paid not less than the wage rate listed in the Davis-Bacon Wage Decision posted with this Notice for the work you perform.

OVERTIME

You must be paid not less than one and one-half times your basic rate of pay for all hours worked over 40 in a work week. There are few exceptions.

ENFORCEMENT

Contract payments can be withheld to ensure workers receive wages and overtime pay due, and liquidated damages may apply if overtime pay requirements are not met. Davis-Bacon contract clauses allow contract termination and debarment of contractors from future federal contracts for three years. A contractor who falsifies certified payroll records or induces wage kickbacks may be subject to civil or criminal prosecution, fines and/or imprisonment.

APPRENTICES

Apprentice rates apply only to apprentices properly registered under approved Federal or State apprenticeship programs.

RETALIATION

The law prohibits discharging or otherwise retaliating against workers for filing a complaint, cooperating in an investigation, or testifying in a proceeding under the Davis-Bacon and Related Acts.

PROPER PAY

If you do not receive proper pay, or require further information on the applicable wages, contact the Contracting Officer listed below:

or contact the U.S. Department of Labor’s Wage and Hour Division.



WAGE AND HOUR DIVISION
UNITED STATES DEPARTMENT OF LABOR

1-866-487-9243
TTY: 1-877-889-5627
www.dol.gov/whd



DAVIS-BACON RELATED RESOURCES

[Department of Housing and Urban Development \(HUD\)](#) – www.hud.gov

[Davis-Bacon and Labor Standards](#)

www.hud.gov/program_offices/davis_bacon_and_labor_standards

[HUD Contractor's Guide to Davis-Bacon](#)

<https://files.hudexchange.info/resources/documents/Davis-Bacon-and-Labor-Standards-Contractor-Guide-Addendum.pdf>

[Department of Labor \(DOL\)](#) – www.dol.gov

[Apprenticeship.gov](#)

www.apprenticeship.gov/

[DOL and Davis-Bacon and Related Acts](#)

www.dol.gov/agencies/whd/government-contracts/construction

[Davis-Bacon and Related Acts \(DBRA\) Frequently Asked Questions](#)

www.dol.gov/agencies/whd/government-contracts/construction/faq

[U.S. DOL Wage and Hour Division \(WHD\) State Labor Offices](#)

www.dol.gov/agencies/whd/state/contacts

Wage and Hour Division (WHD) Free and Confidential Hotline for Worker Inquiries 1-866-USWAGE (1-866-487-9243)

[Worker.gov](#)

www.worker.gov/

If you need help with:

- Determining whether Davis-Bacon wage rates apply to a project that you may be working on
- Filing a labor complaint
- Understanding and filing out the worker questionnaire
- Other related technical assistance

Please consult with the HUD Labor Standards Field staff for your area.

U.S. Department of Housing and Development
Office of Field Policy and Management
451 7th Street S.W., Washington, DC 20410



[Local Offices | HUD.gov / U.S. Department of Housing and Urban Development \(HUD\)](https://www.hud.gov/local)

www.hud.gov/local



U.S. Department of Housing and Urban Development

WORKER'S POCKET GUIDE

For Employees Working on Davis-Bacon Projects



PAYROLL

For contractor's optional use; see instructions at dol.gov/agencies/whd/forms/wh347

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

NAME OF CONTRACTOR ☐ OR SUBCONTRACTOR ☐				ADDRESS				OMB No. 1235-0008 Expires 09/30/2026												
PAYROLL NO.		FOR WEEK ENDING		PROJECT AND LOCATION				PROJECT OR CONTRACT NO.												
(1)	(2)	(3)	OT OR ST	(4) DAY AND DATE							(5)	(6)	(7)	(8) DEDUCTIONS					(9)	
NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	NO. OF WITHHOLDING EXEMPTIONS	WORK CLASSIFICATION									TOTAL HOURS	RATE OF PAY	GROSS AMOUNT EARNED	FICA	WITH- HOLDING TAX			OTHER	TOTAL DEDUCTIONS	NET WAGES PAID FOR WEEK
				HOURS WORKED EACH DAY																
			O																	
			S																	
			O																	
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While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W. Washington, D.C. 20210

Date _____

I, _____
(Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by _____ on the _____
(Contractor or Subcontractor)
_____ ; that during the payroll period commencing on the _____
(Building or Work)
_____ day of _____, _____, and ending the _____ day of _____, _____,
all persons employed on said project have been paid the full weekly wages earned, that no rebates have
been or will be made either directly or indirectly to or on behalf of said
_____ from the full
(Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly
from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part
3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948,
63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are
correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the
applicable wage rates contained in any wage determination incorporated into the contract; that the classifications
set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship
program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and
Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered
with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:
(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☐ — in addition to the basic hourly wage rates paid to each laborer or mechanic listed in
the above referenced payroll, payments of fringe benefits as listed in the contract
have been or will be made to appropriate programs for the benefit of such employees,
except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ — Each laborer or mechanic listed in the above referenced payroll has been paid,
as indicated on the payroll, an amount not less than the sum of the applicable
basic hourly wage rate plus the amount of the required fringe benefits as listed
in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE	SIGNATURE

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR
SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 3729 OF
TITLE 31 OF THE UNITED STATES CODE.

"General Decision Number: KY20250038 08/15/2025

Superseded General Decision Number: KY20240038

State: Kentucky

Construction Type: Highway

Counties: Anderson, Bath, Bourbon, Boyd, Boyle, Bracken, Breckinridge, Bullitt, Carroll, Carter, Clark, Elliott, Fayette, Fleming, Franklin, Gallatin, Grant, Grayson, Greenup, Hardin, Harrison, Henry, Jefferson, Jessamine, Larue, Lewis, Madison, Marion, Mason, Meade, Mercer, Montgomery, Nelson, Nicholas, Oldham, Owen, Robertson, Rowan, Scott, Shelby, Spencer, Trimble, Washington and Woodford Counties in Kentucky.

HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building structures in rest area projects & railroad construction; bascule, suspension & spandrel arch bridges designed for commercial navigation, bridges involving marine construction; and other major bridges).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2025.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a

conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/03/2025
1	03/07/2025
2	04/04/2025
3	05/16/2025
4	07/11/2025
5	07/18/2025
6	08/01/2025
7	08/08/2025
8	08/15/2025

BRIN0004-003 06/01/2024

BRECKENRIDGE COUNTY

	Rates	Fringes
BRICKLAYER.....	\$ 33.70	16.57

BRKY0001-005 06/01/2024

BULLITT, CARROLL, GRAYSON, HARDIN, HENRY, JEFFERSON, LARUE, MARION, MEADE, NELSON, OLDHAM, SHELBY, SPENCER, & TRIMBLE COUNTIES:

	Rates	Fringes
BRICKLAYER.....	\$ 35.00	17.13

BRKY0002-006 06/01/2024

BRACKEN, GALLATIN, GRANT, MASON & ROBERTSON COUNTIES:

	Rates	Fringes
BRICKLAYER.....	\$ 35.00	17.13

BRKY0007-004 06/01/2024

BOYD, CARTER, ELLIOT, FLEMING, GREENUP, LEWIS & ROWAN COUNTIES:

	Rates	Fringes
BRICKLAYER.....	\$ 41.05	21.79

BRKY0017-004 06/01/2024

ANDERSON, BATH, BOURBON, BOYLE, CLARK, FAYETTE, FRANKLIN, HARRISON, JESSAMINE, MADISON, MERCER, MONTGOMERY, NICHOLAS, OWEN, SCOTT, WASHINGTON & WOODFORD COUNTIES:

	Rates	Fringes
BRICKLAYER.....	\$ 35.00	17.13

CARP0064-001 04/01/2025

	Rates	Fringes
CARPENTER.....	\$ 33.89	24.06
Diver.....	\$ 51.21	24.06
PILEDRIVERMAN.....	\$ 34.39	24.06

ELEC0212-008 06/02/2025

BRACKEN, GALLATIN and GRANT COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 38.05	22.97

ELEC0212-014 11/27/2023

BRACKEN, GALLATIN & GRANT COUNTIES:

	Rates	Fringes
Sound & Communication Technician.....	\$ 27.20	14.54

* ELEC0317-012 06/02/2025

BOYD, CARTER, ELLIOT & ROWAN COUNTIES:

	Rates	Fringes
ELECTRICIAN (Wiremen).....	\$ 41.15	29.35

ELEC0369-007 05/27/2025

ANDERSON, BATH, BOURBON, BOYLE, BRECKINRIDGE, BULLITT, CARROLL,
CLARK, FAYETTE, FRAONKLIN, GRAYSON, HARDIN, HARRISON, HENRY,
JEFFERSON, JESSAMINE, LARUE, MADISON, MARION, MEADE, MERCER,
MONTGOMERY, NELSON, NICHOLAS, OLDHAM, OWEN, ROBERTSON, SCOTT,
SHELBY, SPENCER, TRIMBLE, WASHINGTON, & WOODFORD COUNTIES:

	Rates	Fringes
ELECTRICIAN.....	\$ 40.96	22.44

ELEC0575-002 05/29/2023

FLEMING, GREENUP, LEWIS & MASON COUNTIES:

	Rates	Fringes
ELECTRICIAN.....	\$ 37.00	22.26

ENGI0181-018 07/01/2025

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1.....	\$ 41.55	19.60
GROUP 2.....	\$ 38.69	19.60
GROUP 3.....	\$ 39.14	19.60
GROUP 4.....	\$ 38.37	19.60

OPERATING ENGINEER CLASSIFICATIONS

GROUP 1 - A-Frame Winch Truck; Auto Patrol; Backfiller; Batcher Plant; Bituminous Paver; Bituminous Transfer Machine; Boom Cat; Bulldozer; Mechanic; Cableway; Carry-All Scoop; Carry Deck Crane; Central Compressor Plant; Cherry Picker; Clamshell; Concrete Mixer (21 cu. ft. or Over); Concrete Paver; Truck-Mounted Concrete Pump; Core Drill; Crane; Crusher Plant; Derrick; Derrick Boat; Ditching & Trenching Machine; Dragline; Dredge Operator; Dredge Engineer; Elevating Grader & Loaders; Grade-All; Gurries; Heavy Equipment Robotics Operator/Mechanic; High Lift; Hoe-Type Machine; Hoist (Two or More Drums); Hoisting Engine (Two or More Drums); Horizontal Directional Drill Operator; Hydrocrane; Hyster; KeCal Loader; LeTourneau; Locomotive; Mechanic; Mechanically Operated Laser Screed; Mechanic Welder; Mucking Machine; Motor Scraper; Orangepeel Bucket; Overhead Crane; Piledriver; Power Blade; Pumpcrete; Push Dozer; Rock Spreader, attached to equipment; Rotary Drill; Roller (Bituminous); Rough Terrain Crane; Scarifier; Scoopmobile; Shovel; Side Boom; Subgrader; Tailboom; Telescoping Type Forklift; Tow or Push Boat; Tower Crane (French, German & other types); Tractor Shovel; Truck Crane; Tunnel Mining Machines, including Moles, Shields or similar types of Tunnel Mining Equipment

GROUP 2 - Air Compressor (Over 900 cu. ft. per min.); Bituminous Mixer; Boom Type Tamping Machine; Bull Float; Concrete Mixer (Under 21 cu. ft.); Dredge Engineer; Electric Vibrator; Compactor/Self-Propelled Compactor; Elevator (One Drum or Buck Hoist); Elevator (When used to Hoist Building Material); Finish Machine; Firemen & Hoist (One Drum); Flexplane; Forklift (Regardless of Lift Height); Form Grader; Joint Sealing Machine; Outboard Motor Boat; Power Sweeper (Riding Type); Roller (Rock); Ross Carrier; Skid Mounted or Trailer Mounted Concrete Pump; Skid Steer Machine with all Attachments; Switchman or Brakeman; Throttle Valve Person; Tractair & Road Widening Trencher; Tractor (50 H.P. or Over); Truck Crane Oiler; Tugger; Welding Machine; Well Points; & Whirley Oiler

GROUP 3 - All Off Road Material Handling Equipment, including Articulating Dump Trucks; Greaser on Grease Facilities servicing Heavy Equipment

GROUP 4 - Bituminous Distributor; Burlap & Curing Machine; Cement Gun; Concrete Saw; Conveyor; Deckhand Oiler; Grout Pump; Hydraulic Post Driver; Hydro Seeder; Mud Jack; Oiler; Paving Joint Machine; Power Form Handling Equipment; Pump; Roller (Earth); Steerman; Tamping Machine; Tractor (Under 50 H.P.); & Vibrator

CRANES - with booms 150 ft. & Over (Including JIB), and where the length of the boom in combination with the length of the piling leads equals or exceeds 150 ft. - \$1.00 over Group 1 rate

EMPLOYEES ASSIGNED TO WORK BELOW GROUND LEVEL ARE TO BE PAID 10%

ABOVE BASIC WAGE RATE. THIS DOES NOT APPLY TO OPEN CUT WORK.

IRON0044-009 06/01/2025

BRACKEN, GALLATIN, GRANT, HARRISON, ROBERTSON,
BOURBON (Northern third, including Townships of Jackson,
Millersburg, Ruddel Mills & Shawhan);

CARROLL (Eastern third, including the Township of Ghent);
 FLEMING (Western part, excluding Townships of Beechburg, Colfax, Elizaville, Flemingsburg, Flemingsburg Junction, Foxport, Grange City, Hillsboro, Hilltop, Mount Carmel, Muses Mills, Nepton, Pecksridge, Plummers Landing, Plummers Mill, Poplar Plains, Ringos Mills, Tilton & Wallingford);
 MASON (Western two-thirds, including Townships of Dover, Lewisburg, Mays Lick, Maysville, Minerva, Moranburg, Murphysville, Ripley, Sardis, Shannon, South Ripley & Washington);
 NICHOLAS (Townships of Barefoot, Barterville, Carlisle, Ellisville, Headquarters, Henryville, Morningglory, Myers & Oakland Mills);
 OWEN (Townships of Beechwood, Bromley, Fairbanks, Holbrook, Jonesville, Long Ridge, Lusby's Mill, New, New Columbus, New Liberty, Owenton, Poplar Grove, Rockdale, Sanders, Teresita & Wheatley);
 SCOTT (Northern two-thirds, including Townships of Biddle, Davis, Delaplain, Elmville, Longlick, Muddy Ford, Oxford, Rogers Gap, Sadieville, Skinnersburg & Stonewall)

	Rates	Fringes
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IRONWORKER

Fence Erector.....	\$ 35.88	23.90
Structural.....	\$ 37.77	23.90

IRON0070-006 06/01/2025

ANDERSON, BOYLE, BRECKINRIDGE, BULLITT, FAYETTE, FRANKLIN, GRAYSON, HARDIN, HENRY, JEFFERSON, JESSAMINE, LARUE, MADISON, MARION, MEADE, MERCER, NELSON, OLDFHAM, SHELBY, SPENCER, TRIMBLE, WASHINGTON & WOODFORD
 BOURBON (Southern two-thirds, including Townships of Austerlity, Centerville, Clintonville, Elizabeth, Hutchison, Littlerock, North Middletown & Paris);
 CARROLL (Western two-thirds, including Townships of Carrollton, Easterday, English, Locust, Louis, Prestonville & Worthville);
 CLARK (Western two-thirds, including Townships of Becknerville, Flanagan, Ford, Pine Grove, Winchester & Wyandotte);
 OWEN (Eastern eighth, including Townships of Glenmary, Gratz, Monterey, Perry Park & Tacketts Mill);
 SCOTT (Southern third, including Townships of Georgetown, Great Crossing, Newtown, Stampling Ground & Woodlake);

	Rates	Fringes
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IRONWORKER.....	\$ 36.17	25.80
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IRON0769-007 06/01/2025

BATH, BOYD, CARTER, ELLIOTT, GREENUP, LEWIS, MONTGOMERY & ROWAN
 CLARK (Eastern third, including townships of Bloomingdale, Hunt, Indian Fields, Kiddville, Loglick, Rightangele & Thomson);
 FLEMING (Townships of Beechburg, Colfax, Elizaville, Flemingsburg, Flemingsburg Junction, Foxport, Grange City, Hillsboro, Hilltop, Mount Carmel, Muses Mills, Nepton, Pecksridge, Plummers Landing, Plummers Mill, Poplar Plains, Ringos Mills, Tilton & Wallingford);
 MASON (Eastern third, including Townships of Helena, Marshall, Orangeburg, Plumville & Springdale);
 NICHOLAS (Eastern eighth, including the Township of Moorefield Sprout)

	Rates	Fringes
IRONWORKER		
ZONE 1.....	\$ 39.70	29.59
ZONE 2.....	\$ 40.10	29.59
ZONE 3.....	\$ 41.70	29.59

ZONE 1 - (no base rate increase) Up to 10 mile radius of Union Hall, 1643 Greenup Ave, Ashland, KY.

ZONE 2 - (add \$0.40 per hour to base rate) 10 to 50 mile radius of Union Hall, 1643 Greenup Ave, Ashland, KY.

ZONE 3 - (add \$2.00 per hour to base rate) 50 mile radius & over of Union Hall, 1643 Greenup Ave, Ashland, KY.

LAB00189-003 07/01/2025

BATH, BOURBON, BOYD, BOYLE, BRACKEN, CARTER, CLARK, ELLIOTT, FAYETTE, FLEMING, FRANKLIN, GALLATIN, GRANT, GREENUP, HARRISON, JESSAMINE, LEWIS, MADISON, MASON, MERCER, MONTGOMERY, NICHOLAS, OWEN, ROBERTSON, ROWAN, SCOTT, & WOOLFORD COUNTIES

	Rates	Fringes
Laborers:		
GROUP 1.....	\$ 26.87	19.66
GROUP 2.....	\$ 27.12	19.66
GROUP 3.....	\$ 27.17	19.66
GROUP 4.....	\$ 27.77	19.66

LABORERS CLASSIFICATIONS

GROUP 1 - Aging & Curing of Concrete; Asbestos Abatement Worker; Asphalt Plant; Asphalt; Batch Truck Dump; Carpenter Tender; Cement Mason Tender; Cleaning of Machines; Concrete; Demolition; Dredging; Environmental - Nuclear, Radiation, Toxic & Hazardous Waste - Level D; Flagperson; Grade Checker; Hand Digging & Hand Back Filling; Highway Marker Placer; Landscaping, Mesh Handler & Placer; Puddler; Railroad; Rip-rap & Grouter; Right-of-Way; Sign, Guard Rail & Fence Installer; Signal Person; Sound Barrier Installer; Storm & Sanitary Sewer; Swamper; Truck Spotter & Dumper; Wrecking of Concrete Forms; General Cleanup

GROUP 2 - Batter Board Man (Sanitary & Storm Sewer); Brickmason Tender; Mortar Mixer Operator; Scaffold Builder; Burner & Welder; Bushhammer; Chain Saw Operator; Concrete Saw Operator; Deckhand Scow Man; Dry Cement Handler; Environmental - Nuclear, Radiation, Toxic & Hazardous Waste - Level C; Forklift Operator for Masonary; Form Setter; Green Concrete Cutting; Hand Operated Grouter & Grinder Machine Operator; Jackhammer; Pavement Breaker; Paving Joint Machine; Pipelayer; Plastic Pipe Fusion; Power Driven Georgia Buggy & Wheel Barrow; Power Post Hole Digger; Precast Manhole Setter; Walk-Behind Tamper; Walk-Behind Trencher; Sand Blaster; Concrete Chipper; Surface Grinder; Vibrator Operator; Wagon Driller

GROUP 3 - Asphalt Luteman & Raker; Gunnite Nozzleman; Gunnite Operator & Mixer; Grout Pump Operator; Side Rail

Setter; Rail Paved Ditches; Screw Operator; Tunnel (Free Air); Water Blaster

GROUP 4 - Caisson Worker (Free Air); Cement Finisher; Environmental - Nuclear, Radiation, Toxic & Hazardous Waste - Levels A & B; Miner & Driller (Free Air); Tunnel Blaster; & Tunnel Mucker (Free Air); Directional & Horizontal Boring; Air Track Drillers (All Types); Powdermen & Blasters; Troxler & Concrete Tester if Laborer is Utilized

LAB00189-008 07/01/2025

ANDERSON, BULLITT, CARROLL, HARDIN, HENRY, JEFFERSON, LARUE, MARION, MEADE, NELSON, OLDHAM, SHELBY, SPENCER, TRIMBLE & WASHINGTON COUNTIES

	Rates	Fringes
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Laborers:

GROUP 1.....	\$ 26.87	19.66
GROUP 2.....	\$ 27.12	19.66
GROUP 3.....	\$ 27.17	19.66
GROUP 4.....	\$ 27.77	19.66

LABORERS CLASSIFICATIONS

GROUP 1 - Aging & Curing of Concrete; Asbestos Abatement Worker; Asphalt Plant; Asphalt; Batch Truck Dump; Carpenter Tender; Cement Mason Tender; Cleaning of Machines; Concrete; Demolition; Dredging; Environmental - Nuclear, Radiation, Toxic & Hazardous Waste - Level D; Flagperson; Grade Checker; Hand Digging & Hand Back Filling; Highway Marker Placer; Landscaping, Mesh Handler & Placer; Puddler; Railroad; Rip-rap & Grouter; Right-of-Way; Sign, Guard Rail & Fence Installer; Signal Person; Sound Barrier Installer; Storm & Sanitary Sewer; Swamper; Truck Spotter & Dumper; Wrecking of Concrete Forms; General Cleanup

GROUP 2 - Batter Board Man (Sanitary & Storm Sewer); Brickmason Tender; Mortar Mixer Operator; Scaffold Builder; Burner & Welder; Bushhammer; Chain Saw Operator; Concrete Saw Operator; Deckhand Scow Man; Dry Cement Handler; Environmental - Nuclear, Radiation, Toxic & Hazardous Waste - Level C; Forklift Operator for Masonary; Form Setter; Green Concrete Cutting; Hand Operated Grouter & Grinder Machine Operator; Jackhammer; Pavement Breaker; Paving Joint Machine; Pipelayer; Plastic Pipe Fusion; Power Driven Georgia Buggy & Wheel Barrow; Power Post Hole Digger; Precast Manhole Setter; Walk-Behind Tamper; Walk-Behind Trencher; Sand Blaster; Concrete Chipper; Surface Grinder; Vibrator Operator; Wagon Driller

GROUP 3 - Asphalt Luteman & Raker; Gunnite Nozzleman; Gunnite Operator & Mixer; Grout Pump Operator; Side Rail Setter; Rail Paved Ditches; Screw Operator; Tunnel (Free Air); Water Blaster

GROUP 4 - Caisson Worker (Free Air); Cement Finisher; Environmental - Nuclear, Radiation, Toxic & Hazardous Waste - Levels A & B; Miner & Driller (Free Air); Tunnel Blaster; & Tunnel Mucker (Free Air); Directional & Horizontal Boring; Air Track Drillers (All Types); Powdermen & Blasters; Troxler & Concrete Tester if Laborer is Utilized

LAB00189-009 07/01/2025

BRECKINRIDGE & GRAYSON COUNTIES

	Rates	Fringes
Laborers:		
GROUP 1.....	\$ 26.87	19.66
GROUP 2.....	\$ 27.12	19.66
GROUP 3.....	\$ 27.17	19.66
GROUP 4.....	\$ 27.77	19.66

LABORERS CLASSIFICATIONS

GROUP 1 - Aging & Curing of Concrete; Asbestos Abatement Worker; Asphalt Plant; Asphalt; Batch Truck Dump; Carpenter Tender; Cement Mason Tender; Cleaning of Machines; Concrete; Demolition; Dredging; Environmental - Nuclear, Radiation, Toxic & Hazardous Waste - Level D; Flagperson; Grade Checker; Hand Digging & Hand Back Filling; Highway Marker Placer; Landscaping, Mesh Handler & Placer; Puddler; Railroad; Rip-rap & Grouter; Right-of-Way; Sign, Guard Rail & Fence Installer; Signal Person; Sound Barrier Installer; Storm & Sanitary Sewer; Swamper; Truck Spotter & Dumper; Wrecking of Concrete Forms; General Cleanup

GROUP 2 - Batter Board Man (Sanitary & Storm Sewer); Brickmason Tender; Mortar Mixer Operator; Scaffold Builder; Burner & Welder; Bushhammer; Chain Saw Operator; Concrete Saw Operator; Deckhand Scow Man; Dry Cement Handler; Environmental - Nuclear, Radiation, Toxic & Hazardous Waste - Level C; Forklift Operator for Masonary; Form Setter; Green Concrete Cutting; Hand Operated Grouter & Grinder Machine Operator; Jackhammer; Pavement Breaker; Paving Joint Machine; Pipelayer; Plastic Pipe Fusion; Power Driven Georgia Buggy & Wheel Barrow; Power Post Hole Digger; Precast Manhole Setter; Walk-Behind Tamper; Walk-Behind Trencher; Sand Blaster; Concrete Chipper; Surface Grinder; Vibrator Operator; Wagon Driller

GROUP 3 - Asphalt Luteman & Raker; Gunnite Nozzleman; Gunnite Operator & Mixer; Grout Pump Operator; Side Rail Setter; Rail Paved Ditches; Screw Operator; Tunnel (Free Air); Water Blaster

GROUP 4 - Caisson Worker (Free Air); Cement Finisher; Environmental - Nuclear, Radiation, Toxic & Hazardous Waste - Levels A & B; Miner & Driller (Free Air); Tunnel Blaster; & Tunnel Mucker (Free Air); Directional & Horizontal Boring; Air Track Drillers (All Types); Powdermen & Blasters; Troxler & Concrete Tester if Laborer is Utilized

PAIN0012-005 06/11/2005

BATH, BOURBON, BOYLE, CLARK, FAYETTE, FLEMING, FRANKLIN, HARRISON, JESSAMINE, MADISON, MERCER, MONTGOMERY, NICHOLAS, ROBERTSON, SCOTT & WOODFORD COUNTIES:

Rates	Fringes
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PAINTER

Bridge/Equipment Tender and/or Containment Builder..\$ 18.90	5.90
Brush & Roller.....\$ 21.30	5.90
Elevated Tanks; Steeplejack Work; Bridge & Lead Abatement.....\$ 22.30	5.90
Sandblasting & Waterblasting.....\$ 22.05	5.90
Spray.....\$ 21.80	5.90

PAIN0012-017 05/01/2015

BRACKEN, GALLATIN, GRANT, MASON & OWEN COUNTIES:

Rates	Fringes
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PAINTER (Heavy & Highway
Bridges - Guardrails -
Lightpoles - Striping)

Bridge Equipment Tender and Containment Builder.....\$ 20.73	9.06
Brush & Roller.....\$ 23.39	9.06
Elevated Tanks; Steeplejack Work; Bridge & Lead Abatement.....\$ 24.39	9.06
Sandblasting & Water Blasting.....\$ 24.14	9.06
Spray.....\$ 23.89	9.06

PAIN0118-004 06/01/2018

ANDERSON, BRECKINRIDGE, BULLITT, CARROLL, GRAYSON, HARDIN,
HENRY, JEFFERSON, LARUE, MARION, MEADE, NELSON, OLDHAM, SHELBY,
SPENCER, TRIMBLE & WASHINGTON COUNTIES:

Rates	Fringes
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PAINTER

Brush & Roller.....\$ 22.00	12.52
Spray, Sandblast, Power Tools, Waterblast & Steam Cleaning.....\$ 23.00	12.52

PAIN1072-003 12/01/2024

BOYD, CARTER, ELLIOTT, GREENUP, LEWIS and ROWAN COUNTIES

Rates	Fringes
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Painters:

Bridges; Locks; Dams; Tension Towers & Energized Substations.....\$ 37.53	23.95
Power Generating Facilities.\$ 34.29	23.95

PLUM0248-003 06/01/2025

BOYD, CARTER, ELLIOTT, GREENUP, LEWIS & ROWAN COUNTIES:

Rates	Fringes
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Plumber and Steamfitter.....\$ 42.75	25.76
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PLUM0392-007 06/01/2025

BRACKEN, CARROLL (Eastern Half), GALLATIN, GRANT, MASON, OWEN & ROBERTSON COUNTIES:

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 43.30	27.40

PLUM0502-003 08/01/2024

BRECKINRIDGE, BULLITT, CARROLL (Western Half), FRANKLIN (Western three-fourths), GRAYSON, HARDIN, HENRY, JEFFERSON, LARUE, MARION, MEADE, NELSON, OLDHAM, SHELBY, SPENCER, TRIMBLE & WASHINGTON COUNTIES

	Rates	Fringes
PLUMBER.....	\$ 41.90	24.89

* SUKY2010-160 10/08/2001

	Rates	Fringes
Truck drivers:		
GROUP 1.....	\$ 16.57 **	7.34
GROUP 2.....	\$ 16.68 **	7.34
GROUP 3.....	\$ 16.86 **	7.34
GROUP 4.....	\$ 16.96 **	7.34

TRUCK DRIVER CLASSIFICATIONS

GROUP 1 - Mobile Batch Truck Tender

GROUP 2 - Greaser; Tire Changer; & Mechanic Tender

GROUP 3 - Single Axle Dump; Flatbed; Semi-trailer or Pole Trailer when used to pull building materials and equipment; Tandem Axle Dump; Distributor; Mixer; & Truck Mechanic

GROUP 4 - Euclid & Other Heavy Earthmoving Equipment & Lowboy; Articulator Cat; 5-Axle Vehicle; Winch & A-Frame when used in transporting materials; Ross Carrier; Forklift when used to transport building materials; & Pavement Breaker

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.75) or 13658 (\$13.30). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the

Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.

Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

=====
END OF GENERAL DECISION"

AGENDA ITEM: _____
DATE: _____

**CITY OF ASHLAND
REQUEST FOR COMMISSION ACTION (RCA)**

Date Submitted: 11/21/25	Date Requested: 12/11/25
Type of Action Requested	Subject
☐ Resolution ☐ Ordinance ☐ Formal Action/Motion ☐ Public Hearing ☒ Consent Agenda	Demolition of 351 Ringo Street

RECOMMENDATION:

The Department of Community and Economic Development requests approval to pay invoice 2396 in the amount of \$12,500.00 to Light's Enterprises, Inc. for the demolition of all structures located at 351 Ringo Street, Ashland, KY 41101.

DISCUSSION:

This demolition is paid by the General Fund.

FISCAL IMPACT:

Demolition \$12,500.00; Title Search \$400.00; Asbestos Survey \$650.00; Asbestos Abatement \$0.00
Public Notices \$284.40; Postage \$50.34; Total \$13,884.74.

Budget = \$200,000. FYTD = \$20,572.

Reviewed by
Finance Director: _____

Reviewed by
Legal: _____

ALTERNATIVES:

Prepared by:

Recommended by:

Approved by:



Jacob Risner
Grant Administrator



Chris Fullem
CED Director

Tony Grubb
City Manager



City of Ashland Check Request

Payable to: Light's Enterprises \$ 12,500.00
PO Box 710
Ashland, KY 41105

Purpose: Demolition of 351 Ringo Street

Vendor Number: 469000 Invoice Number: 2396

Account Number: 101-4101-3103 Project Number: _____

Instructions: Consent Agenda

Requested by: Jacob Risner Date: 11-21-25

Approved by: [Signature] Date: 11-21-25

Check requests cannot be processed without appropriate documentation. Please allow five (5) business days for check processing. All checks will be mailed by the Finance Dept. unless special instructions are given.

INVOICE

Light's Enterprises, Inc
PO Box 710
Ashland, KY 41105

lightsenterprises@lightsenterprises.com
+1 (606) 329-1119



Bill to

City of Ashland
Attn: Accts Payable
P.O. Box 1839
Ashland, KY 41105

Ship to

City of Ashland
Attn: Accts Payable
P.O. Box 1839
Ashland, KY 41105

Invoice details

Invoice no.: 2396
Terms: Net 15
Invoice date: 11/21/2025
Due date: 12/06/2025

#	Date	Product or service	Description	Qty	Rate	Amount
1.		Demolition	Demolition of a Singe Family Dwelling Located at: 351 Ringo Street, Ashland, Kentucky 41101	1	\$12,500.00	\$12,500.00
Total						\$12,500.00

ORDINANCE NO. 130, 2025

AN ORDINANCE OF THE CITY OF ASHLAND, KENTUCKY, AUTHORIZING AND DIRECTING CHUCK D. CHARLES, MAYOR, TO EXECUTE A CONTRACT WITH LIGHT'S ENTERPRISES, INC. FOR THE PURCHASE OF ALL LABOR, MATERIALS, EQUIPMENT AND SERVICES FOR THE DEMOLITION AND REMOVAL OF ALL DEBRIS OF 351 RINGO STREET IN THE AMOUNT OF \$12,500.00 FOR THE DEPARTMENT OF COMMUNITY AND ECONOMIC DEVELOPMENT TO BE PAID FROM THE GENERAL FUND.

* * * * *

BE IT ORDAINED BY THE CITY OF ASHLAND, KENTUCKY:

SECTION 1. That Chuck D. Charles, Mayor of the City of Ashland, Kentucky be, and he is hereby authorized and directed to execute a contract between the City of Ashland, Kentucky and Light's Enterprises, Inc. for the purchase of all labor, materials, equipment and services for the demolition and removal of all debris of certain property located at 351 Ringo Street located in the City of Ashland for their total bid amount of \$12,500.00. A copy of said contract is attached hereto and made a part hereof by reference.

SECTION 2. All ordinances and parts of ordinances in conflict herewith, to the extent of such conflict only, are hereby repealed.

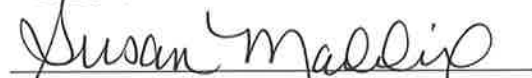
SECTION 3. This ordinance shall be in full force and effect from and after its adoption, readoption, and publication, as required by law.

SECTION 4. It is hereby authorized that publication of this ordinance be in summary form.



MAYOR

ATTEST:


CITY CLERK

ADOPTED BY THE BOARD OF COMMISSIONERS: AUG 12 2025
READOPTED BY THE BOARD OF COMMISSIONERS: AUG 28 2025
PUBLISHED: _____

REQUESTED/SPONSORED BY: CHRIS PULLEM, DIRECTOR
COMMUNITY & ECONOMIC DEVELOPMENT

Demolition of 351 Ringo Street

THIS CONTRACT, made and entered on this day, _____, by and between the **CITY OF ASHLAND, KENTUCKY**, a Municipal Corporation, hereinafter known as the **CITY**, acting by and through its Mayor, Chuck Charles, duly authorized thereunto, and Light's Enterprises, Inc., party of the second part, hereinafter known as the **COMPANY**.

WITNESSETH: That for and in consideration of the unit prices as listed on the bid form attached hereto to be paid by the **CITY** to the **COMPANY** as hereinafter contained and set forth, and in further consideration of the mutual covenants and agreements hereinafter contained and set forth, the **COMPANY** has agreed and does by these presents, hereby covenant, agree and bind itself to furnish and perform to and for the **CITY** all necessary supervision, labor, material, tools, equipment, services, and all facilities required for the completion of this Contract for the City of Ashland, Department of Community and Economic Development, all in accordance with the Bid of the **COMPANY** dated July 23, 2025. Said specifications and Bid Form are attached hereto and made part of this Contract to all intents and purposes as though set out at length in words and figures herein.

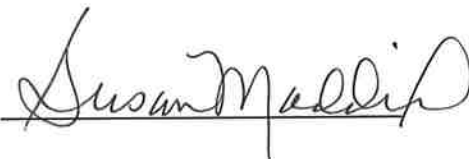
Demolition of 351 Ringo Street

IN TESTIMONY OF ALL WHICH, the said **CITY** has caused its Corporate Name to be affixed by (Insert Mayor's Name), attested by Susan Maddix, City Clerk, and its Corporate Seal to be hereunto affixed, and the **COMPANY** has caused its Corporate Name to be hereunto subscribed by its _____, in duplicate original copies, each party taking a copy, this the day _____ (TITLE) and date first written. This contract will be in effect for up to one year from the signing date.

CITY OF ASHLAND, KENTUCKY

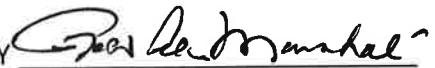
BY 

Chuck Charles, MAYOR

ATTEST 

SUSAN MADDIX, CITY CLERK

Light's Enterprises, Inc.

BY 

TITLE ACCOUNTANT

Date 9-11-25

Bid Form

The City of Ashland is seeking proposals for the purchase of all labor, materials, and equipment for the removal and disposal of all structures from the properties listed below. Sealed bids will be received until 3:00 p.m. on Thursday, July 24, 2025 in the City Clerk's Office, 1700 Greenup Avenue, Room 403, Ashland, KY 41101. Bids will be opened and read publicly at 3:05 p.m. on Thursday, July 24, 2025 in the Commissioners' Chambers, 1700 Greenup Avenue, Room 308, Ashland, KY 41101.

- 351 Ringo Street, Ashland, KY 41101
- 2724 Roberts Drive, Ashland, KY 41102

Asbestos survey and abatement, if necessary, will be completed by the City of Ashland prior to demolition.

Having carefully examined the site(s) of the proposed work and being fully informed in regard to the conditions to be met in the work, and having read and examined the Information for Bidders, Form of Proposal, Standard General Conditions of the Contract for Construction, Supplemental General Conditions, Detail Specifications, Contract Forms and Plans pertaining to this work, all of which the Bidder considers a part of this Proposal, and having had all questions or apparent discrepancies fully cleared up, the undersigned proposes to furnish all labor, materials, and equipment required to perform the work described above in accordance with the contract documents within sixty (60) consecutive days from the Notice to Proceed at the lump sum price stated below. The Bidder agrees that this bid shall be good and may not be withdrawn for a period of sixty (60) days after the actual date of opening.

The City of Ashland, through its City Manager and Director of Community and Economic Development, reserves the right to accept or reject all or any part of the bid should it be deemed in the best interest of the City of Ashland.

Name of Bidder LIGHT'S Enterprises, Inc Telephone 606-329-1119
Address P.O. Box 710, Ashland, KY 41105; 2000 W New Buckley Rd, Ashland, KY 41102
Email lightsenterprises@lightsenterprises.com FEIN 61-1198456 UEI Number 00-3458-7917-3
Signature [Signature] Date 7-23-25
Printed Name Michael D. LIGHT Title President

351 Ringo Street	\$12,500 ⁰⁰
2724 Roberts Drive	\$ 4,400 ⁰⁰
Total	\$ 16,900 ⁰⁰

Contracts will be awarded separately for each location listed above.

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DEMOLITION BID REQUEST

The City of Ashland is currently accepting written bids for the removal of all structures at 351 Ringo Street, Ashland, KY 41101. Specifications and requirements may be obtained by contacting Jacob Risner, Program and Grant Administrator, at (606) 385-3324, jrisner@ashlandky.gov, or in person during regular business hours at the Ashland City Building, 1700 Greenup Avenue, Room 208, Ashland, KY 41101. Sealed bids will be received until 3:00 p.m. on Thursday, July 24, 2025 in the City Clerk's Office on the fourth floor of the Ashland City Building, 1700 Greenup Avenue, Room 403, Ashland, KY 41101. Bids will be opened and read publicly at 3:05 p.m. on Thursday, July 24, 2025 in the Commissioners' Chambers on the third floor of the Ashland City Building, 1700 Greenup Avenue, Room 308, Ashland, KY 41101.

DEMOLITION BID REQUEST

The City of Ashland is currently accepting written bids for the removal of all structures at 2724 Roberts Drive, Ashland, KY 41102. Specifications and requirements may be obtained by contacting Jacob Risner, Program and Grant Administrator, at (606) 385-3324, jrisner@ashlandky.gov, or in person during regular business hours at the Ashland City Building, 1700 Greenup Avenue, Room 208, Ashland, KY 41101. Sealed bids will be received until 3:00 p.m. on Thursday, July 24, 2025 in the City Clerk's Office on the fourth floor of the Ashland City Building, 1700 Greenup Avenue, Room 403, Ashland, KY 41101. Bids will be opened and read publicly at 3:05 p.m. on Thursday, July 24, 2025 in the Commissioners' Chambers on the third floor of the Ashland City Building, 1700 Greenup Avenue, Room 308, Ashland, KY 41101.

REQUIRED ATTACHMENTS

The following items must be filled out completely and attached to this bid form. Failure to attach these required items will be considered non-responsive.

1. Bid packet in its entirety. All pages must be submitted with the bid.
2. Bidder Pre-Qualification Disclosure Statement
3. Copy of City of Ashland Business Privilege License or Application
4. Original Certificate of Insurance as Described in the General Conditions
5. Subcontractor List
6. Building Affidavit Pursuant to KRS 198B.060 (010)
7. Non-Collusion Affidavit
8. Responsibility for Damages, Claims, Etc.
9. Statement of Compliance with Non-Discrimination Regulations
10. Certification of Bidder Regarding Non-Segregated Facilities
11. Bid Bond or Certified Check for 10% of Total Bid

Work Specifications

All buildings and structures shall be torn down in accordance with the best practices of the trade; all local ordinances and regulations concerning such work; and the Kentucky Building Code. All fences, walls, sheds, garages, blacktop, foundation, and other encumbrances upon or within the lot shall be removed by the contractor as directed by the City of Ashland. Any resulting holes, excavations, or other hazards to the public shall be removed by the contractor, except as specified by the City of Ashland, before the work will be considered complete. Removal of such items shall be included in the lump sum bid for the demolition of the structure(s). The use of explosives to perform the work under this specification is strictly prohibited. Additionally, the City of Ashland assumes no responsibility for the condition of the existing buildings and structures.

Asbestos survey and abatement, if necessary, will be completed by the City of Ashland prior to demolition.

All property lines, fences, walls, or other items jointly-owned with the adjacent property owners shall remain in place unless otherwise directed.

All walls, foundations, footings, supports, and masonry shall be removed to the surface elevation of adjoining ground unless otherwise specified by the City of Ashland. Concrete slabs, retaining walls, driveways, stairs, handrails, sidewalks (between street sidewalk and house), garages, outbuildings, sheds, carports, tires, tanks, pipe, wire, blacktop, etc. shall be removed unless otherwise specified by the City of Ashland. Basement walls abutting sidewalks, streets, and alleys may remain in place in order to prevent the undermining of the sidewalks, streets, and alleys. Basement or cellar floors shall be broken up sufficiently to permit proper drainage. Remaining basements shall be filled to the ground level with non-combustible materials. Construction or fill shall not be started until the area has been inspected and approved by the City of Ashland or its authorized representative. Fill material shall be Dense Graded Aggregate (DGA) and shall be free from frost, stumps, trees, roots, and muck. Fill material shall not be placed on muddy or frozen ground and such fill shall be thoroughly compacted. Fill material in the top twelve (12) inches shall be of earth. The entire surface shall be brought to rough grade within a tolerance of three (3) inches, more or less, unless otherwise indicated by the City of Ashland. The entire site shall be left in a rake clean condition. The contractor shall enact erosion control measures, such as grass seed and straw, silt fence, etc., as deemed necessary by the City of Ashland's Department of Engineering. Hollow spaces under sidewalks shall be filled if exposed, and any openings or damage to sidewalks shall be replaced with concrete to City of Ashland specifications.

When each building is in the process of being taken down, the immediate surrounding area shall be adequately protected by barricades and/or walk-through acceptable to the City inspector. All sidewalks adjacent to the demolition site shall be cleared of debris and maintained in a broom-swept condition during non-working hours. All excavations shall be backfilled with non-combustible materials and shall be thoroughly compacted. Prior to final inspections, the contractor shall remove all signs from the demolition area.

It shall be the responsibility of the contractor to verify that utility service lines have been disconnected and, if necessary, shall arrange for any disconnection at the meters or supply lines and for the capping of such lines by the proper utility company. The contractor shall remove the water line to the service meter and the gas line to the property line. All sewer connections to the buildings being demolished shall be properly sealed in accordance with City procedures and under proper City inspection.

Work Specifications

All rubbish and debris found on the site at the start of work and that resulting from demolition operations shall be removed from the site and disposed of by the contractor. Contractor must comply with all state and federal waste disposal laws and regulations. When properties are approved for demolition, program recipients must ensure that the demolition waste is properly disposed of at a permitted/licensed sanitary landfill. Landfill disposal receipts must be submitted prior to payment.

The contractor shall be responsible for contacting the Boyd County Regional Public Safety Communication Center at (606) 329-9911 stating the type of work, location, and duration.

The contractor, in executing the work on this project, shall not unnecessarily impede or interfere with traffic on public highways or streets, and the City of Ashland shall be the sole judge as to what constitutes unnecessary interference with traffic, or as to what constitutes a hazard in traffic. A sufficient number of warning lights shall be placed to protect the public from damage and injury. The contractor shall be held responsible for all damages and injury resulting from this work. Should the contractor fail or refuse to comply with all of the safety provisions to follow, in relation to the manner, method, or sequence of work performance, work under the contract shall be ordered to stop by the City's building inspector, project manager, and/or the Director of Community and Economic Development and shall not proceed until full compliance has been assured.

The contractor shall take all precautions necessary to prevent damage and injury and shall assume full responsibility for any damage to adjacent property and buildings and injury to persons. All materials, equipment, and tools shall be neatly stored or piled on the lot in such a manner as not to interfere with the rights and privileges of the adjacent property owners. Before beginning demolition, property shall be checked for persons and personal property, and any questions regarding it shall be directed to the City of Ashland. Water hoses must be available to aid in elimination of dust caused by demolition activities. Effort shall be made to keep surrounding streets clear of dust, dirt, and debris. The contractor shall shore up, brace, underpin, secure, and protect, as may be necessary, all walls and other parts of existing structures adjacent to, adjoining, and in the vicinity of the site, which may be in any way affected by the operations connected with the demolition and site clearance operation. The contractor shall indemnify and save property from loss or damages pertaining thereto. All walls to adjoining buildings shall be left structurally sound and with an acceptable appearance to match existing walls to the remaining building. All loose masonry shall be re-mortared; all joist pockets shall be filled; etc.

The contractor shall be responsible for all damages to persons or property that occur as a result of his/her fault or negligence in connection with the prosecution of the work and shall be responsible for the proper care and protection of all work performed until full completion and final acceptance by the City of Ashland. Machinery, equipment, and all hazards shall be guarded in accordance with the safety provisions of the "Manual of Accident Prevention in Construction" published by the Associated General Contractors of America, Inc. to the extent that such provisions are not in conflict with applicable local laws.

The contractor shall carry Workers Compensation Insurance for all employees and those of his/her subcontractors engaged in work at the site in accordance with the Commonwealth of Kentucky's Workers Compensation Laws. The contractor shall take out and maintain during the life of the contract such public liability (bodily injury and property damage) insurance as shall protect him/her and any subcontractor performing work covered by the contract from claims for damages for personal injury, including accidental death, as well as claims for property damage, which may arise from operations under the contract, whether such operations be by him/herself or by any subcontractor or by anyone directly or indirectly

Work Specifications

employed by either of them. The contractor shall maintain coverage of these types and in the amounts specified next and listing the City of Ashland as an additional insured as its interest may appear. The amount of insurance for bodily injury is \$100,000.00 per person and \$300,000.00 per accident. The amount of insurance for property damage liability is \$30,000.00 per accident and an aggregate liability of \$100,000.00.

The contractor shall demolish all buildings and structures as specified in these specifications. Upon demolition, such buildings, structures, or the remains thereof shall become the property of the contractor, except that personal property of third persons or of the occupants of such building shall not become the property of the contractor. Storage of salvage materials and equipment of the project area will be permitted only for the duration of the contract, and such storage shall at no time interfere with activities of the City of Ashland.

The City of Ashland shall have the right to inspect the work at all times and at the completion thereof. The City of Ashland may terminate this agreement at any time without liability, except for payment of amounts to which it reasonably believes the contractor is properly entitled, if the City believes the contractor has not fully satisfied any of the terms and conditions. In the event of such termination, the contractor shall immediately cease work and shall evacuate the premises without order of any court.

The contractor shall obtain a demolition permit for each piece of property awarded prior to beginning any work. Demolition permits can be obtained from the Department of Community and Economic Development, 1700 Greenup Avenue, Room 208, Ashland, KY 41101, or call (606) 385-3317.

The contractor shall obtain an erosion control permit for each piece of property awarded prior to beginning any work. Erosion control permits can be obtained from the City of Ashland's Department of Engineering, 1700 Greenup Avenue, Room 408, Ashland, KY 41101, or call (606) 385-3332.

The contractor shall hold a current Business License and Occupational License Fee account to do business in the City of Ashland. A copy of the current business license or a completed business license application must be attached to the bid.

General Terms and Conditions

Failure to comply with any of the General Terms and Conditions herein can result in payment delays or in termination of the contract.

Section 1 – General Instructions and Requirements

Prior to any construction, the project site will be reviewed by the City's inspector, a representative of the contractor, and if needed, the residents/employees affected. Questions concerning the project will be addressed prior to construction, and a dialogue will be maintained between the City and the contractor to address problems that occur during construction. This will be done on a project-by-project basis.

It is understood by all concerned that the apparent silence of the specifications as to any detail, or the apparent omission of a detailed description concerning any project, shall be regarded as meaning that only the best general practice is to prevail and that only material and workmanship of the first quality is to be used. All interpretations of these specifications shall be made on this basis.

Every effort should be made by the contractor that all work be completed by the same field supervisor for the duration of the project to ensure consistent finished product and craftsmanship. The City will also request only one point of contact for job details, planning, field decisions, and project reviews.

The contractor shall take all necessary precautions during the construction operations to prevent damage to any existing underground utilities. Any damage to these structures caused by the contractor's operations or equipment shall be repaired or replaced by the contractor at his/her own expense.

The contractor shall, at all times, keep the premises free from accumulation of waste materials or rubbish in and about the area, and all tools, debris, and surplus materials shall be removed from the site. Debris and rubbish from the construction operation shall not be dumped on the City's property but shall be removed and disposed of by the contractor.

Before acceptance and final payment is approved, the right-of-way and all ground occupied by the contractor in connection with the work shall be cleared of all rubbish and excess materials. The contractor shall restore, in an acceptable manner, all property, both public and private, which may have been damaged in the process of completing the project, and all property shall be left in a neat and presentable condition. All equipment shall be removed from the right-of-way.

Materials removed for this contract are to be properly disposed of by the contractor. This is the contractor's property. If this is used as fill on private property, this is an agreement between the contractor and the property owner. The City is not responsible for this material. Disposal of materials will be subject to the guidelines set by the Kentucky Department for Environmental Protection.

Invoices will be taken to the City's Program and Grant Administrator by a representative of the contractor. A copy will be sent to the contractor for preparation of the invoice. The invoice will be checked with the City's copy. Problems noted with the project will need to be corrected prior to the approval of this invoice.

The only payments to be made by the City to the contractor shall be for those items of work performed as specified herein and at the unit prices bid by the contractor.

General Terms and Conditions

The City holds the right to refuse any portion of any project due to the quality of work.

Section 2 – Clarification of Contract Documents

If any person, firm, partnership, or corporation who contemplates submitting a Bid for this Project is in doubt as to the true meaning of any part of the Contract Documents, he may submit to the Project Architect, a written request for a clarification thereof, and the person, firm, partnership, or corporation submitting the request shall be responsible for its prompt delivery. Clarification of these Contract Documents will not be made except through written communication duly issued by the Project Architect to the person, firm partnership, or corporation submitting the request, provided that a sufficient period of time is available for the issuance of such a communication prior to the receipt of Bids.

Section 3 – Conflict of Interest

No officer, employee, or member of the governing body of the City who exercises any function or responsibility in connection with the carrying out of this Project shall have any private interest, direct or indirect, with the Contract.

Section 4 – Personal Examination

Contractors are required to satisfy themselves by personal examination of the Contract Documents and investigation at the site of the Project as to the conditions existing and the difficulties likely to be encountered in the construction of the Project.

No pleas of ignorance of conditions that exist or that may hereafter exist, or of conditions or difficulties that may be encountered in the execution of the work as the result of failure to make such examination and investigation, will be accepted as an excuse for any failure or omission on the part of the Contractor to fulfill in every respect, all the requirements of the Contract, nor will the same be accepted as a basis for any claim whatsoever for extra compensation or for an extension of time.

Section 5 – Statement of Quantities

The estimate of quantities of work, if included in the Bid, is approximate only, and will not become the basis for calculating the final payment for the work. However, the estimated quantities shall be used by the City in calculating the total amount of the Bid for comparison of Bids.

Section 6 – Amendments and Withdrawals of Bids

Amendments or withdrawals of Bids received later than the time and date of the Bid Opening will not be considered and will be returned unopened to the Contractor.
Faxed or emailed bids will not be considered, no exceptions.

Section 7 – Security, Preparation and Submission of Bids

Bids shall be submitted on the Bid Forms enclosed in the Bid Packet. Bid Forms shall not be altered in any way. Altered Bids will not be accepted unless specifically called for in the Bid Packet. Erasures or changes in a Bid must be explained or noted over the signature of the Contractor. Bids containing any conditions,

General Terms and Conditions

omissions, unexplained erasures, alteration of forms, or irregularities of any kind may be rejected by the City; however, the City reserves the right to accept or to reject any or all Bids and to waive defects or technicalities as may deem in the best interest of the City.

All forms included in the Bid Packet shall be filled out completely and returned with the Bid. The entire Bid Packet must be submitted. It is recommended that Contractor keep a copy of the Bid Packet as submitted.

Bids shall be submitted in the Contractor's complete business name and shall be fully executed and signed by the Contractor or an authorized representative of the Contractor and signature shall be considered that the Contractor has agreed to the acceptance and will comply with all terms and conditions contained and set out in the Bid Packet and Contract Documents. All signatures shall be original. Copies of the Bid or stamped signature(s) on Bid will be considered non-responsive and shall result in the rejection of the Bid.

All Bids shall be accompanied by a BID BOND or CERTIFIED CHECK in the amount of ten (10%) of the Bid, in favor of the City of Ashland. Bid Bonds shall be issued by a responsible Surety licensed to do business in the Commonwealth of Kentucky. Certified checks shall be made payable to the CITY OF ASHLAND. Failure to comply with this requirement SHALL result in the Bid being considered as non-responsive and shall result in the rejection of the Bid.

Bid Bonds and Certified Checks of Unsuccessful Contractors shall be returned as soon as practical after a Contract has been executed between the Successful Contractor and the City at the Pre-Construction Conference.

Each Contractor shall be required to follow the guidelines of the City of Ashland Occupational License Fee – Ordinance 62, 2013 and subsequent amendments. A copy of these ordinances are included in the Bid Packet.

Contractors possessing a CURRENT City of Ashland Business Privilege License shall submit a copy with the Bid. Any Successful Contractor NOT possessing a CURRENT City of Ashland Business Privilege License shall obtain this license before a contract is signed. The City may consider any Bid received by any Contractor failing to meet this condition as non-responsive and shall result in the rejection of the Bid.

Each Contractor shall submit, with the Bid, all of the numerated items as stated on the Bid Form. Failure to provide all of the requested information shall result in the Bid being considered as non-responsive and shall result in the rejection of the Bid.

Should the Contractor desire to submit two or more Bids for the same Project, each Bid shall be submitted separately and thus completely independent of each.

If a Contractor is unable to Bid on a Bid Item, write "No Bid" on the line where "Unit Price" and "Total Price" is requested.

Whenever the Bid Items are separated into two (2) columns designated "Unit Price" and "Total Price", and where a discrepancy appears between the figure shown in the "Total Price" column as to "Quantity"

General Terms and Conditions

multiplied by the "Unit Price", the amount in the "Total Price" appearing on the Bid shall control, however the City reserves the right to correct any mathematical errors on the all Bid Forms.

Manufacturer's catalog numbers, trade names, etc., if shown herein, are for descriptive purposes only and are to guide the Contractor in determining the standard of quality, design and performance desired and shall not be construed to exclude other types of commodities and / or services. Any exceptions taken to specifications shall be listed and described on a separate sheet with the various increase or decrease in price clearly stated.

Any literature, forms or items requested in the Bid Packet shall be original material and shall be unaltered. All Bids shall include adequate information, brochures, latest printed detailed specifications and advertising literature describing the commodity or service offered to permit ready comparison with City specifications on an item by item basis if necessary.

Bids shall be enclosed in a Sealed envelope, with the bidder's name and address in the upper left-hand corner and marked "Sealed Bid" with the date and hour of the Bid Opening and the name of the project placed on the lower left corner.

Bids shall be addresses to the City Clerk, City of Ashland, 1700 Greenup Avenue, Room 301, PO Box 1839, Ashland, Kentucky 41105-1839.

Bid Openings are scheduled at 3:15pm, Thursdays in the Commission Chambers on the third floor of the Ashland City Building. Bidders or their representatives may be present.

City reserves the right to amend and/or cancel the Bid Invitation prior to the time and date of the Bid Opening.

Contractors shall receive a Tabulation of the Written Bids after the contract has been executed.

Each Contractor acknowledges that the Boyd Circuit Court shall have jurisdiction over disputes relating to the Contractor award.

Section 8 – Competency of Contractor

The City requires that the Contractor, *if requested*, shall furnish satisfactory evidence that he has the necessary resources to fulfill the conditions of the Contract Documents. The evidence shall be listed in the form, "Statement of Contractor's Qualifications". The Contract shall be awarded to the Contractor that offers the lowest and best Bid as determined by the Department Director.

Section 9 – Bid Considerations

The City, through its City Manager, reserves the right to accept or to reject any or all Bids. The City also reserves the right to award Bids whole or in part when it is deemed to be in the best interest of the City.

Section 10 – Award

After the Bid Opening, the Successful Contractor will be sent a written "Notice of Acceptance".

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The City reserves the right to correct any "Notice of Acceptance" erroneously made as a result of a clerical error on the part of the City.

Preference will be given by the City to the lowest responsible Contractor furnishing products made and assembled in the continental United States. Where the price of an acceptable America-Made product is within five percent (5%) of a Non-American-Made product, the Contractor furnishing products made and assembled in the continental United States shall be the Successful Contractor.

A request will be sent to the City Manager for the successful Bid to be placed on the Consent Agenda and for the preparation of an Ordinance naming the Mayor as the authorized representative of the City and authorizing the Mayor to execute a Contract between the City and the Successful Contractor to be presented at the next available Board of Commissioners meeting.

After the second reading and adoption of the ordinance, the Successful Contractor will be sent a written "Notice of Bid Award" stating the date, time and location of the Pre-Construction meeting.

The Successful Contractor will be required to furnish to the City a Contract Surety in the form of a PERFORMANCE BOND and PAYMENT BOND in an amount equal to one hundred (100%) percent of the total amount of the Bid. Failure to provide a Performance Bond and Payment Bond shall result in the Bid being considered as non-responsive and shall result in the rejection of the Bid.

The Contract shall be considered as executed after four (4) original Contracts have been signed by the authorized representative of the City and signed by the authorized representative of the Successful Contractor; the Performance Bond and Payment and the proof of insurance coverage, as required, is received. The mayor is the authorized representative of the City.

Section 11 – Forfeiture of Contract

The Successful Contractor to whom the "Notice of Bid Award" has been mailed, stating the date, time and location of the Pre-Construction meeting, fails to execute the Contract during the specified date of Pre-Construction meeting, shall be considered in default thereof, the Bid Bond or Certified Check accompanying the Bid may thereupon be forfeited to and retained by the City as liquidated damages for any expense or delay which may be incurred in re-advertisement and preparation of new Bid Packets for the Project and to indemnify said City for any loss which may be sustained. The Project may then be re-advertised or let to the next Contractor, as the City may determine.

Section 12 – Subcontracting

The Contractor may utilize the services of specialty Subcontractors provided:

- a. The Contractor shall not award work to any Subcontractor without prior written approval of the City.
- b. The Contractor shall be fully responsible to the City for the acts and omissions of his Subcontractors, and of persons either directly or indirectly employed by them. The

General Terms and Conditions

Contractor shall be fully responsible to the city for acts and omissions for persons directly or indirectly employed by him.

- c. The Contractor shall cause appropriate provisions to be inserted in all Subcontracts relative to the work to bind Subcontractors to the Contract or by the terms of the Contract Documents insofar as applicable to the work of Subcontractors, and a to give the Contractor the same power regarding terminating any Subcontractor that the City may exercise over the Contractor under any provision of the Contract Documents.
- d. Nothing contained in these Contract Documents shall create any contractual relation between the City and the Subcontractor.

Section 13 – Commencement and Completion of Work

The calendar days established for completion of the work in the Bid shall commence on the date of the "Notice to Proceed". All work under this Contract shall be completed within these calendar days by the Contractor, subject to the liquidated damages herein provided. However, the Contractor or any Subcontractor shall not commence work on this Project under this Contract until the "Notice to Proceed" has been issued.

Section 14 – Contractor's and Subcontractor's Insurance

The Contractor and/or Subcontractor on this work will be required to take out and maintain during the life of the Contract, the insurance listed below, and approval of the insurance by the City shall not relieve or decrease the liability of the Contractor hereunder. The Contractor shall purchase the insurance listed below to protect the City from claims incurred by the action of the Contractor or Subcontractor in the construction of this Project.

Certified copies of the insurance coverage shall be submitted to the City for approval at the Pre-Construction meeting.

- I. Compensation and Employee's General Liability Insurance: The Contractor shall procure and shall maintain during the life of this Contract, Workmen's Compensation Coverage for all of his employees to be engaged in work under the Contract; and in case any such work is sublet, the Contractor shall require the Subcontractor similarly to provide Workmen's Compensation Coverage for all of the latter's employees to be engaged in such work, unless such employees are covered by the protection afforded by the Contractor's Workmen's Compensation Coverage.
- II. Public Liability and Owner's or Contractor's Protective Insurance: The Contractor shall take out and maintain this type insurance and shall require any of this Subcontractors performing work covered by the Contract to do the same in order to protect themselves from claims for damage to property which may arise from operations under this Contract, whether such operations be by himself or by any Subcontractor or by anyone directly or indirectly employed by either of them.

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A. (Comprehensive) Automobile Liability covering:

1. Bodily Injury including wrongful death in an amount not less than Five Hundred Thousand Dollars (\$500,000.00) for each person and One Million Dollars (\$1,000,000.00) for each accident, and
2. Property Damage in an amount not less than Three Hundred Thousand Dollars (\$300,000.00) for each accident.

B. (Comprehensive) General Liability covering:

1. Bodily Injury including wrongful death in an amount not less than Five Hundred Thousand Dollars (\$500,000.00) for each person and One Million Dollars (\$1,000,000.00) for each accident, and an aggregate liability of One Million Dollars (\$1,000,000.00), and
2. Property Damage including Blasting and Underground Excavation in an amount not less than Five Hundred Thousand Dollars (\$500,000.00) for each accident and an aggregate liability of One Million Dollars (\$1,000,000.00). The Contractor shall require all Subcontractors to carry Public Liability Insurance in like amounts.

III. Scope of Insurance and Special Hazards: The insurance required under paragraph II, hereof, shall provide adequate protection for the City, Contractor and his Subcontractors, respectively, against damage claims which may arise from operations under this Contract, whether such operations be by the insured or by anyone directly or indirectly employed by him, and also against any of the special hazards which may be encountered in the performance of the Contract. Each of the aforesaid policies shall include the City as a named insured and will provide that such policy will not be canceled until after the Owner shall have given twenty (20) days written notice of the proposed cancellation.

Section 15 – Laws, Ordinances, and Regulations

The Contractor shall keep himself fully informed of and shall carefully observe and comply with all Federal, State, County, City and local laws, ordinances, rules, permits, licenses and required inspections for all work, the employment of and payment for all labor; the legal rights of all workers employed under this Contract; and any other items which in any manner affect the conduct of the work; and all such orders or decrees that exist at present, or those which may be enacted later, or bodies or tribunals having any jurisdiction or authority over the work, and he will be required to indemnify and save harmless the City and all its officers, officials and agents against any claim or liability arising from or based upon any violation of any such law, ordinance, regulation, order or decree whether by himself or his employees or Subcontractor. Should the Contractor at any time find that any requirement of this Contract is at variance with applicable laws, ordinances, or building code requirements, he shall promptly notify the City, and any necessary adjustment of the Contract will be made as specified under the section entitled "Change Orders and Payments".

The Contractor will be required to give all notices, and pay all fees for any and/or all permits, licenses, or inspections necessary for the prosecution of the Contract at his own expense.

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Section 16 – Patents

The Contractor will be required to indemnify, keep and save harmless the City and his officers, officials and agents from all liabilities, judgments, costs, damage or claims for damages which may arise from the infringement of any letter patented, patent rights, or royalty due on the same by reason of the use of any patented materials, machinery, devices, and equipment furnished or used in the performance of the work under this Contract, or by reason of the use of patented designs furnished and incorporated into the work by the Contractor and accepted by the City, excepting equipment furnished by the City.

In the event that any claim, suit or action at law or equity of any kind whatsoever is made or brought against the City involving any such patents, then the City shall have the right to retain from the money due and/or to become due to the Contractor, a sufficient amount of money as shall be considered necessary by the Legal Advisor of the City, to protect him against loss until such claim, suit, or action shall have been settled and evidence to the effect shall have been furnished to the satisfaction of the said Legal Advisor.

Section 17 – Taxes

The Contractor will be required to pay, without additional expense to the City, all Federal, State, Local sales, and any other taxes which may be applicable to the work under this Contract, excepting any taxes and assessments on the real property comprising the site of the Project.

Section 18 – Assignments

The Contractor may not assign the whole or any part of this Contract or any moneys due and/or become due hereunder without written consent of the City and/or of all Sureties executing any bonds on behalf of the Contractor. In case the Contractor should assign all or any part of moneys due and/or to become due under this Contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of assignee in and to any moneys due and/or become due to the Contractor shall be subject to prior liens of all persons, firms, partnerships and corporations for services rendered or materials supplied for the performance of the work called for in these Contract Documents.

Section 19 – Construction Schedule, Commencement, and Completion Date

A Pre-Construction meeting will be scheduled by the City and at said meeting, and after execution and delivery of the Contract, the Contractor will provide a construction progress schedule satisfactory to the Project Manager, showing the proposed dates of commencements and completion of each of the various subdivisions of work, including restoration required under the Contract.

The work, which the Contractor is required to perform under this Contract, shall be started within ten (10) days after receipt of written "Notice to Proceed."
The product, delivery, and installation which the Contractor is required to perform under this Contract, shall be complete on or before 250 days from the executed contract.

Prior to any commencement of construction, the project site shall be reviewed by the Project Manager, the Contractor, or his representative, and if needed the Agency affected by the Project. Questions concerning the Project shall be addressed prior to construction.

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Section 20 – Mutual Responsibility of Contractors

If, through acts of neglect on the part of the Contractor, any other Contractor, or any Subcontractor suffers loss of damage of the work, the Contractor agrees to settle with such other Contractor or Subcontractor by agreement or arbitration, if such other Contractor or Subcontractor will so settle. However, if such other Contractor or Subcontractor should assert any claim against the City on account of any damage alleged to have been so sustained, the City shall notify the Contractor in writing, and the Contractor hereby indemnifies and saves harmless the City against any such claims.

Section 21 – Supervision of Work by Contractor

The Contractor shall personally supervise the work or furnish at all times a duly authorized representative, who shall receive and execute all orders given by the Project Engineer. Such orders so given to and received by said representative shall be deemed to have been given to and received by the Contractor.

Supervisory personnel must be available locally, twenty-four (24) hours a day, seven (7) days a week until all items of work have been completed under this Contract.

Section 22 – Change Orders and Payments

The Project Manager may find it necessary and desirable to make changes and/or alterations in the lines, grades, plans, form dimension, equipment, or materials from time to time, either before or after construction has begun.

All work performed shall be inspected and approved by the City of Ashland Inspector prior to any payment, partial or full, is made.

When applicable, all backfill and landscaping including relocating fences, mailboxes, small bushes, and the seeding with straw of work areas shall be completed by the Contractor and assumed in the cost of the Project.

The City of Ashland Project manager shall notify the Contractor about all changes in the work, at any time, and it shall be completed according to all said changes without any alteration in the Contract Price except in those cases where the changes materially affect the amount of work to be done and the costs thereof. The decision of the City of Ashland Inspector regarding changes in work shall be final in all cases where no alteration in price is involved.

If other work is needed to complete the job, other than what is normally expected, the Project shall continue, and a cost shall be discussed and agreed upon between the Project Architect, City of Ashland Staff, and the Contractor, as situations arise. This shall include extra fill material beyond the normal scope of the Contract and the grading of said material. This cost will be reported to the City Engineer/Property Maintenance Manager in writing prior to construction and included on a separate itemized invoice for the preparation of a Change Order. All Change Orders shall reflect all additions and subtractions to the Contract.

Changes in work which involve an alteration in the amount to be paid to the Contractor shall not be commenced until the recommendations of the City Engineer/Property Maintenance Manager have been

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approved by the City through appropriate action, and not then until the Change Order for an alteration in price has been approved.

Adjustment in the amount to be paid to the Contractor by reason of any changes in, additions to, or deductions from the amount of work to be done shall be determined by one (1) of more of the following methods of selection by the City.

- a. By using the unit price contained in the Contractor's original Bid, or other mutually agreed unit prices.
- b. By using an acceptable Lump Sum Bid from the Contractor, which shall be added to or deducted from the Contract Price. The agreed price will include the Contractor's "Overhead and Profit", if the change involves an addition to the Contract Price; but if it involves a credit to the Owner, an allowance for "Overhead and Profit" also will be figured.

Itemized invoices shall be taken to the Project Manager and a representative of the Contractor. The itemized invoice will be verified. Problems noted regarding the measurements shall be discussed and corrected. A corrected itemized invoice shall be re-submitted.

Request for payment, partial or full, shall be submitted in the form of an itemized invoice and shall be payable within ten (10) business days from the day of commission approval.

All materials and work covered by partial payments shall thereupon become the sole property of the City. This provision shall not be construed as relieving the Contractor from the sole responsibility for the care and protection of materials and work upon which payments have been made or the restoration of any damaged work. The making of Partial Payments does not waive the right of the City to require the fulfillment of all the terms of the Contract Documents.

Section 23 – City's Right to Withhold Certain Amounts and Make Applicable Thereof

The City holds the right to refuse any portion of any work on the Project due to quality. The Contractor may be required by the City to furnish from time to time, satisfactory evidence that all persons who have done work or furnished materials under this Contract, or may have suffered and claimed damage on account of the Contractor's operations, have been fully paid or secured, and in case such evidence is not furnished as aforesaid, the Owner may in addition to the portion of any estimate retained under the proceeding provisions of these Contract Documents, also withhold sufficient amount of any payment otherwise due to the Contractor to cover:

- a. Payments that may be past due or payable for just claims for labor or materials furnished in and about the performance of the work or for damages sustained under this Contract.
- b. For defective work not remedied as hereinbefore provided; and
- c. For failure of the Contractor to make proper payments to his Subcontractors.

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The City shall have the right to act as agent for the Contractor in disbursing such funds as have been withheld pursuant to his paragraph to the party of parties who are entitled to payment there from; and the City will render to the Contractor a proper accounting of all such finds disbursed in behalf of the Contractor, but it shall be understood and agreed that the City thereby assumes no obligations toward any claimant under this provision.

It is mutually agreed by and between the parties hereto that time is an essential part of this Contract; and if the Contractor shall fail to carry on the work with such force and in such manner and order, and as such points, that within the time set out in his Bid, the whole work shall not be performed including testing and restoration in accordance with the terms of these Contract Documents, the City may retain from the moneys that are, or which may become due said Contractor, the City's estimated daily cost of the completed work for each and every calendar day the completion of the work be delayed beyond the time specified herein for such completion; or such extensions thereto, as may be approved in writing by the City upon written request from the Contractor. The Contractor shall not be entitled to a bonus for early completion.

It is agreed by and between the parties hereto that inasmuch as expenses will be sustained by the City, in the event that said Contractor fails to perform the work herein specified within the time herein set forth; e.g., engineering expenses, interest charges, wages of personnel in the engineering and other department; salaries of inspectors, delay caused to other work by failure to perform this Contract, the sum per day for each working days delay shall be considered as liquidated damages and not as a penalty and shall become due said City as full payment for all such expenses sustained to it by the failure of said Contractor to complete the work as herein specified.

Section 24 – The Right of the City to Terminate Contract

In the event that any of the provisions of these Contract Documents are violated by the Contractor or any of his Subcontractors, the Owner may serve written notice upon the Contractor and the Surety, of his intention to terminate such Contract, such notices to contain the reasons for such intention to terminate the Contract, and unless within ten (10) days after the serving of such notice upon the Contractor such violation shall cease and satisfactory arrangements for corrections by made, the Contract shall, upon the expiration of said ten (10) days cease and terminate. In the event of any termination, the City shall immediately serve notice thereof upon the Surety and the Contractor, and the Surety shall have the right to take over and perform the Contract, provided, however, that if the Surety does not commence performance thereof within thirty (30) days from the date of the mailing to such Surety of Notice of Termination, the City may take over the work and prosecute same to completion by Contract for the amount and at the expense of the Contractor, and the Contractor and his Surety shall be liable to the Owner for any excess cost occasioned the City thereby, and in such event the city may take possession of and utilize the completing the work, such materials, appliances, and shop drawings as may be on the site of the work and necessary therefore.

In the event of termination, the Contractor shall immediately cease work and shall evacuate the Project without order of any court.

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Section 25 – Other Contracts

The City reserves the right to allow other work or to enter into other Contracts for work or materials to be constructed or placed in or about the work therein described, and to order the starting and progress of such other Contracts at any time prior to the completion of this Contract. The Contractor for the work herein described agrees to allow the construction of or progress of the work under such other Contract, under such arrangements for the joint occupation of the site of the work as the Project Engineer may approve. The Contractor hereby waives any claim for damages or extra compensation by reason of any real or supposed interference with his work; but if, in the judgment of the Project Engineer, the joint occupation of the site of the work by two (2) or more Contractors working on different Contracts at the same time actually impedes progress of the work herein described, then, with the approval of the City, the time of completion of the work may be proportionately extended.

Section 26 – Suspension of Work

The City reserves the right to suspend the whole or any part of the work to be done hereunder, if it shall be deemed for the best interest of the City to do so, without compensation to the Contractor for such suspension other than extending the time for completing the work as much as it may have been delayed by such suspension.

Section 27 – No Waiver of Contract

Neither an extension of time for any reason beyond the date fixed herein for the completion of the Contract, nor the delivery and acceptance of the whole or any part of the work by the Project Engineer, not any possession taken by the City or employees, shall be deemed to be a waiver by the City of the right to abrogate this Contract for abandonment or delay in the manner therein provided.

Section 28 – Extension of Time

In case of the work being delayed due to acts of omission or commission on the part of the City or the interference or delay caused by other Contractors, the time for the completion of the Contract will be extended by the City, after request is made in writing by the Contractor; such an extension of time shall be no instance exceed the time actually lost to the Contractor by reason of such interference or delay.

Section 29 – Delays

The right of the Contractor to proceed shall not be terminated nor the Contractor charged with liquidated damages because of any delays in the completion of the work due to unforeseeable causes beyond the control and without the fault of negligence of the Contractor, including, but not restricted to acts of God, or of the public enemy, acts of the City, fires, floods, epidemics, quarantine restrictions., strikes, freight embargoes, and usually severe weather or delays of Subcontractors due to such causes, if the Contractor shall, within ten (10) days from the beginning of such delay (unless the City shall grant a further period of delay, who shall ascertain the facts and the extend of the delay and extend the time for completing the work when, in its judgment, the findings, of fact justify such an extension, and its findings of fact thereon shall be final and conclusive on the parties thereto.

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Section 30 – No Estoppels

Neither the City nor his appointee shall be precluded or estopped by and return or certificate made or given by the City or his appointee under any provisions of this Contract, at any time (before the final completion certificate), showing the true and correct amount and character of the work done and materials furnished by the Contractor or any other person under this Contract, or that any such return or certificate is untrue and incorrect or improperly made in any particular, or that the work and materials, or any part thereof, do not, in fact, conform to the Contract Documents, and the City shall not be precluded or estopped, notwithstanding any such return or certificate and payment in accordance therewith, from demanding and recovering from the Contractor any damages which may be sustained by reason of his failure to comply with the Contract Documents.

The final inspection of the work covered by the Contract Documents shall not be binding or conclusive upon the City, if it subsequently appears that the Contractor has willfully or fraudulently or through collusion with the representative of the City in charge of the work, supplies inferior materials or workmanship, or has departed from the terms of the Contract Documents notwithstanding the acceptance of said work and the payment of the City of all estimates.

Section 31 – Guarantee of Work

The Contractor shall guarantee all the work for a period of one (1) year from the date of Final Payment, as written on said check, against defects resulting from the use of inferior materials, equipment or workmanship. This guarantee period shall be covered by the Performance Bond and Payment Bond as agreed upon between the City and the Contractor prior to the Final Payment of the work.

The Contractor will be required during the life of this guarantee to make all repairs or changes in the one (1) year guarantee period shall commence on the date Final Payment, as written on said check.

Section 32 – Retainer

The City shall retain ten percent (10%) of the total partial payments until the value of the work performed is one hundred percent (100%) complete.

Section 33 – Release of Claims

The Contractor shall deliver to the City, either prior to or concurrently with the Final Payment Request, the Contractor's affidavit listing all suppliers or material and all persons performing labor under and by virtue of this Contract. The Contractor shall also supply, at this time, release of liens form all material suppliers and all persons performing labor as listed in the Contractor's affidavit.

The Contractor will be responsible for obtaining from his Subcontractors, the affidavits and release of liens for the Subcontractor's portion of the work. The Subcontractor's affidavits and release of liens shall be made out jointly to the Contractor and City.

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Section 34 – Final Inspection

The City Inspector shall make a final inspection upon completion of the work; and if all the work required to be done under the Contract is found acceptable as required by the Contract Documents, the Contractor shall proceed with the Final Payment Request.

Section 35 – Final Payment Request

The City will pay to the Contractor the total earned compensation as stated in the Final Payment Request, less all prior payments and advances, whatsoever, to or for the account of the Contractor and all amounts to be kept and retained under the provisions of these Contract Documents. All prior estimates and payments, including those relating to "Change Orders" shall be subject to correction by this Final Payment Request for payment of work included under these Contract Documents. The one (1) year guarantee period shall commence on the date of Final Payment, as written on said check.

Section 36 – Contract Release

The Contractor's acceptance of the Final Payment shall operate as, and shall be a release to the City, officials and agents thereof, from any and all claims and any liability to the Contractor for anything done or furnished for, or relating to or affecting the work under these Contract Documents, or for any act and neglect of the City or of any person relating to or arising out of the work. No payments, final or otherwise, shall operate to release the Contractor of his Sureties from any obligations under these Contract Documents.

Section 37 – Notice and Service Thereof

Where, in any of the Contract Documents there is any provision in respect to the giving of any notice, such notice shall be deemed to have been given; as to the City, when written notice shall be delivered to the City, or shall have been placed in the United States Mails addressed to the City at the place where the Bids or Bids for the Contract were opened; as to the Contractor, when a written notice shall be delivered to the chief representative of the Contractor at the site of the Project, or by mailing such written notice in the United States Mails addressed to the Contractor at the place stated in the papers prepared by him to accompany his Bid at the address of his permanent place of business, as to the Surety on the Performance Bond and Payment Bond, when a written notice is placed in the United States Mails addressed to the Surety at the home office of such Surety or to its agents who executed such Performance Bond and Payment Bonds in behalf of such Surety.

Section 38 – Legal Requirements

The intent of these Contract Documents is to include each and every provision of law and clause required by law to be inserted herein, and it shall be read and enforced as though they were included herein.

BIDDER/VENDOR PRE-QUALIFICATION DISCLOSURE STATEMENT

1. Bidder/Vendor Information

Name: LIGHT'S Enterprises, Inc
Type of Entity: Site & Demo Contractors
Contact Person: Michael D. LIGHT
Principal Office Address: 2000 W NewBuckley Rd, Ashland, KY 41102
Phone Number: 606-329-1119
E-mail Address for Contact Person: lightsenterprises@lightsenterprises.com
Federal Tax ID#: 61-1198456
If Corporation or Limited Liability Company, State of Incorporation Kentucky

2. Provide a description of your experience with significant projects of your company within the past five (5) years and provide contact information for the owner's representative for all such projects. CITY OF Ashland multiple demos
KDmc sitework and Demos

3. Provide documentation from projects during the past five years detailing timeliness of performance, quality of work, extension requests, findings, fines and penalties imposed and payment thereof, including liquidated damages, liens, history of claims for extra work, and contract defaults with explanations of same.
see #2

4. Have you ever failed to complete any job awarded to you? If so, indicate where and why.

NO

5. Have you ever defaulted on a contract? If so, indicate where and why.

NO

6. Has your company had any suspension or revocation of any professional licenses of any director, officer, owner or managerial employee to the extent that any such licensure is necessary to perform the work contemplated by the contract?

No X Yes _____ If yes, explain _____

7. List all directors, officers, project managers and superintendents of your company with names and addresses.

Michael D. LIGHT
704 Bellefonte Princess
Ashtland, KY 41101

8. Has your company been involved in litigation in which it has been named as a defendant or third-party defendant in an action involving a claim for personal injury or wrongful death arising from performance of work related to any project in which it has been engaged within the previous five years? If so, please include copies of all pleadings.

No X Yes _____ If yes, explain _____

9. Has your company been involved in litigation in which it was a Defendant or Third-Party Defendant in an action involving a breach of contract for failure to perform as contracted or within like manner.

No X Yes _____ If yes, explain _____

10. Has your company, any of its high-level management personnel, or any of its owners been convicted of a federal or state criminal offense, including embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion or receiving stolen property?

No X Yes _____ If yes, explain _____

11. Has your company, any of its high-level management personnel, or any of its owners been convicted of a criminal offense in connection with obtaining, attempting to obtain, and/or performing any public or private contract?

No X Yes _____ If yes, explain _____

12. Has your company, its officers, directors, owners and/or managerial employees been convicted or indicted for any crime within the past five years? This includes previous companies in which current principals of your company or subcontractors were affiliated.

No X Yes _____ If yes, explain _____

13. Has your company had a performance bond canceled or had a claim made on a performance bond over the previous five years?

No X Yes _____ If yes, explain _____

14. Does your company have a written substance abuse program that includes testing and treatment?

No _____ Yes X If yes, please provide a description of the same or a copy of the Table of Contents for that program.

see attached

15. Does your company have a written safety and health program that includes, but is not limited to training, inspections, safety meetings, accident investigation, job site compliance procedures and complaint procedures?

No _____ Yes X If yes, please provide a description or copies of the Table of Contents for written job site safety programs and current workers' compensation E-Mod factor.

see attached

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16. Please list all job site citations received within the past five years from OSHA, KYOSH, DOT and/or EPA. none

17. Please state whether the bidder or any officer, director, or management employees has been debarred or suspended by any federal, state or local government agency within the last five years. n/a

18. Please list your bank credit reference: Desco Fed CU

19. Will you, upon request, supply a detailed financial statement and furnish any other financial information that may be required by the City of Ashland?

No _____ Yes X

20. The undersigned hereby authorizes and requests any person, firm or corporation to furnish any information required by the City of Ashland in verification of the statements made comprising this State of Bidder's Qualifications.

Dated on this 23rd day of July, 2025.

LIGHT'S Enterprises, Inc
NAME OF BIDDER
[Signature]
BY
President
TITLE

STATE OF Kentucky

COUNTY OF Boyd

Michael D. Light, being duly sworn, deposes and says that he/she is President of LIGHT'S Enterprises, Inc (NAME OF ORGANIZATION) and that the answers to the foregoing questions and all statements contained therein are true and correct.



Subscribed, sworn to and acknowledged before me this 23rd day of JULY,
20 25.



Robin Alan Marshall

NOTARY OF PUBLIC

My Commissioner expires: 3/25/2027

SUBCONTRACTOR LIST FOR PROJECT

Complete a full listing of all sub-contractors who will be working on this project.

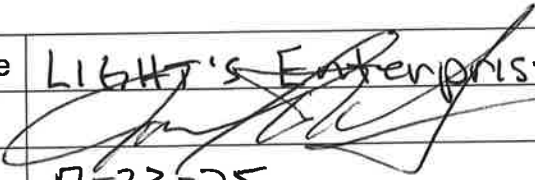
If there are no sub-contractors for this project, please specify "none".

GENERAL CONTRACTOR INFORMATION

Project Name:	351 Ringo St + 2724 Roberts Dr, Ashland, KY
Bid Submission Date:	7-24-25

SUBCONTRACTOR INFORMATION

Company Name	Federal Tax ID Number	Address	City	State	Zip	COA Use Only
NONE						

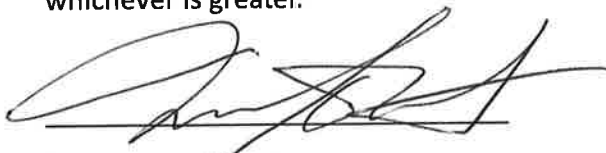
Contractor Company Name	LIGHT'S ENTERPRISES, Inc
Signature	
Date	7-23-25

City of Ashland
Community and Economic Development
1700 Greenup Avenue, Room 208
PO Box 1839
Ashland, KY 41105

Location:

BUILDING AFFIDAVIT PURSUANT TO KRS 198B.060 (010)

I, Michael D. LIGHT
representing LIGHT'S Enterprises, Inc
do hereby affirm, pursuant to KRS 198B.060 (010), that all contractors and subcontractors employed, or that will be employed, on any activity covered by the building permit for the above location issued to this applicant by the City of Ashland Department of Community and Economic Development shall be in compliance with the Commonwealth of Kentucky requirements for Workers Compensation Insurance (according to KRS Chapter 341). I also understand that failure to comply with KRS 198B.060 (010), upon such finding by a court of competent jurisdiction, shall result in fines, an amount not to exceed ten thousand dollars (\$10,000) or an amount equal to the sum of all uninsured and unsatisfied claims brought under the provisions of KRS 342 and unemployment insurance claims for which no wages were reported as required by KRS 341, whichever is greater.



Contractor's Signature

SUBSCRIBED AND SWORN to before me by above named applicant on this, the

23rd day of JULY, 20 25.



NOTARY PUBLIC

STATE AT LARGE

My Commission Expires: 3-25-2027

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF Kentucky COUNTY OF BOYD

Michael D. LIGHT, being first duly sworn, deposes and says that:
(1) ~~He~~ or She is

(OWNER) PARTNER, REPRESENTATIVE OR AGENT)
of LIGHT'S Enterprises, Inc., the bidder that has submitted
the attached bid;

(2) He or She is fully informed respecting the preparation and contents of the attached Bid and
of all pertinent circumstances respecting such Bid:

(3) Such Bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents or representatives,
employees or parties in interest, including the affinity has in any way colluded, conspired,
connived or agree, directly or indirectly with any other Bidder, firm, or person to submit a collusive
or sham Bid in connection with such Contract, or has in any manner, directly or indirectly, sought
by agreement or collusion or communication or conference with any other Bidder, firm, or person
to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit
or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any
collusion, conspiracy, connivance or unlawful agreement any advantage against the City of
Ashland or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any
collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its
agents, representatives, owners, employees or parties, including this affiant.

SIGNED [Signature]
TITLE President

Subscribed and sworn to before me this 23rd day of JULY, of this year 2025.

[Signature]
(NAME)

NOTARY
(TITLE)

MY COMMISSION EXPIRES: 3 - 25 - 27, 2027



RESPONSIBILITY FOR DAMAGE, CLAIMS, ETC.

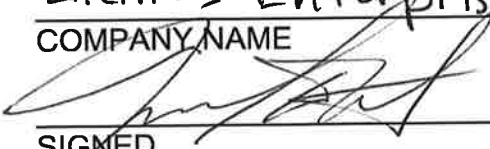
The Contractor shall indemnify and save harmless the City, the Engineer and sub consultants and all of their officers, agents and employees, from all claims, damages, losses and expenses including attorneys' fees of any character, name and description brought for, or on account of any injuries or damages received or sustained by any person, persons, or property by or from the said Contractor or by or in consequence of any neglect in safeguarding the Work or through the use of unacceptable materials used on construction or by or on account of any claims or amounts recovered from any infringement of patent, trademark or copyright, or from any claims or amounts arising or recovered under any law, ordinance, order, or decree, and so much of the money due the said Contractor under and by virtue of his Contract as shall be considered necessary by the City, or in case no money is due, his surety shall be held until such suit or suits, action or actions, claim or claims for injuries or damages as aforesaid, shall have been settled and suitable evidence to that effect furnished to the City. Contractor shall purchase public liability, workers compensation and automobile liability insurance, for the City's protection.

In any and all claims against the City or the Engineer, or any of their agents or employees, by any employee of the Contractor, and subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under Workmen's Compensation acts, disability benefit acts or other employee benefit acts.

The obligation of the Contractor under this paragraph shall not extend to the liability of the Engineer, his agents or employees arising out of the preparation or approval of maps, Drawings, opinions, reports, surveys, Change Orders, designs or Specifications.

LIGHT'S Enterprises, Inc

COMPANY NAME



SIGNED

President

TITLE

1-23-25

DATE

STATEMENT OF COMPLIANCE WITH NON-DISCRIMINATION REGULATIONS

The undersigned, as bidder, certifies that he/she and his/her company will not discriminate against any person regarding age, sex, race, religion, national origin or creed, in accordance with the President's Executive Order Numbers 11246 and 11375 and other appropriate Federal, Commonwealth of Kentucky and City of Ashland Rules, Regulations and Ordinances in effect at the time of bidding the particular goods or services called for in these Bid Documents.

The bidder also certifies that they do not and will not maintain or provide for their employees any facilities that are segregated and that they will make positive effort to use small and minority owned businesses in the performance of this contract.

COMPANY NAME Light's Enterprises, Inc
SIGNED [Signature]
TITLE President
DATE 7-23-25

CERTIFICATION OF BIDDER REGARDING NON-SEGREGATED FACILITIES

(To Be Executed by Bidder and Submitted with Bid)

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The bidder's attention is called to the clause entitled Equal Employment Opportunity of the General Conditions of the Contract for Construction.

"Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

By the submission of this bid, the bidder certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The bidder agrees that a breach of this certification is a violation of the Equal Employment Opportunity clause in the contract.

The bidder further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) prior to entering into subcontracts which exceed \$10,000 and are not exempt from the requirements of the Equal Employment Opportunity clause, it will obtain identical certifications from the proposed subcontractors; retain the certifications in its files; and forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

Notice to Prospective Subcontractors of Requirement for Certifications of Non-segregated Facilities

A Certification of Non-segregated Facilities must be submitted before the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Employment Opportunity clause of the prime contract. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

User Acknowledgement and Certification:

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.

Michael D. LIGHT

Authorized Applicant Name
(Print Full Name)



Authorized Applicant Signature

7-23-25

Date



CITY OF ASHLAND

BUSINESS LICENSE

NUMBER

000369

FEE PAID

\$100.00

BUSINESS LICENSE ID

EFFECTIVE

EXPIRES

BL-2025-12

01/01/2025

12/31/2025

LICENSEE:

Light's Enterprises, Inc.
P.O. Box 710
Ashland, KY 41105

A handwritten signature in cursive script, appearing to read "Joanna C. Miller".

AUTHORIZED SIGNATURE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/27/2025

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 THORNBURG INSURANCE AGENCY INC 2519 3rd Ave P O Box 2966 Huntington WV 25728	CONTACT NAME: Dawn Holley PHONE (A/C, No, Ext): (304) 697-7650 FAX (A/C, No): (304) 697-7699 E-MAIL ADDRESS: dholley@thornburgagency.com
INSURED Light's Enterprises, Inc. PO Box 710 Ashland KY 41101	INSURER(S) AFFORDING COVERAGE INSURER A: Cincinnati Specialty Under Ins INSURER B: Cincinnati Insurance Company INSURER C: CSU Producer Resources Inc INSURER D: Kentucky AGC/SIF INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER: 25/26 Master List

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	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:			CSU0259625	06/28/2025	06/28/2026	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 - COM/PO/AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY ☐ AUTOS ONLY			ENP0751001	06/28/2025	06/28/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	☒ UMBRELLA LIAB ☐ EXCESS LIAB DED ☐ RETENTION \$			CSR0003482 (over GL)	06/28/2025	06/28/2026	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
D	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	22596	01/01/2025	01/01/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 4,500,000 E.L. DISEASE - EA EMPLOYEE \$ 4,500,000 E.L. DISEASE - POLICY LIMIT \$ 4,500,000
B	Umbrella (over Auto) Inland Marine			ENP0751001	06/28/2025	06/28/2026	Each Occurrence \$1,000,000 Aggregate \$1,000,000 Leased & Rent \$100,000 Sch Eq INCL

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

Evidence of Insurance subject to policy terms, conditions, limitations and exclusions.

CERTIFICATE HOLDER

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

City of Ashland
1700 Greenup Avenue

Ashland

KY 41101

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AIA[®] Document A310[™] – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)
Light's Enterprises, Inc.
PO Box 710
Ashland, KY 41105

SURETY:

(Name, legal status and principal place of business)
American Southern Insurance Company
One Metroplex Drive, Suite 400
Birmingham, AL 35209

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

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

OWNER:

(Name, legal status and address)
City of Ashland
1700 Greenup Avenue
Ashland, KY 41101

BOND AMOUNT: Ten Percent of Amount Bid Not to Exceed Five Hundred and No/100 Dollars (\$500.00)

PROJECT:

(Name, location or address, and Project number, if any)
Demolition of a Single Family Dwelling
2724 Roberts Drive, Ashland, KY 41101

Project Number, if any:

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 24th day of July, 2025.

Light's Enterprises, Inc.

(Principal)

(Seal)

(Witness)



(Witness)

(Title)

American Southern Insurance Company

(Surety)

(Seal)

(Title)

Stefan E. Tauger

, Attorney In Fact



AMERICAN SOUTHERN INSURANCE COMPANY

Home Office: 3715 Northside Parkway, NW
Suite 4-800
Atlanta, Georgia 30327

Mailing Address: P. O. Box 723030
Atlanta, GA 31139-0030

GENERAL POWER OF ATTORNEY

Know all men by these Presents, that the American Southern Insurance Company had made, constituted and appointed, and by these presents does make, constitute and appoint Stefan E. Tauger of Parker, Colorado; Scott E. Stoltzner of Hoover, Alabama; Arthur S. Johnson of Atlanta, Georgia; Jeffery L. Booth of Blacklick, Ohio; James E. Feldner of West Lake, Ohio; Melanie J. Stokes of Atlanta, Georgia; Jason S. Centrella of Jacksonville, Florida; or Omar G. Guerra of Overland Park, Kansas, EACH as its true and lawful attorney for it and its name, place and stead to execute on behalf of the said company, as surety, bonds, undertakings and contracts of suretyship to be given to all obligees provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount of the sum of \$1,000,000 (one million dollars), including but not limited to consents of surety for the release of retained percentages and/or final estimates on construction contracts or similar authority requested by the Department of Transportation, State of Florida; and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of the presents, shall be as binding upon the Company as if they had been duly signed by the President and attested by the Secretary of the Company in their own proper persons.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted pursuant to due authorization by the Executive Committee of the Board of Directors of the American Southern Insurance Company on the 26th day of May, 1998:

RESOLVED, that the Chairman, President or any Vice President of the Company be, and that each or any of them hereby is, authorized to execute Powers of Attorney qualifying the attorney named in the given Power of Attorney to execute in behalf of the American Southern Insurance Company bonds, undertakings and all contracts of suretyship; and that any Secretary or any Assistant Secretary be, and that each or any of them hereby is, authorized to attest the execution of any such Power of Attorney, and to attach thereto the seal of the Company.

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company when so affixed and in the future, with respect to any bond undertaking or contract of suretyship to which it is attached.

In Witness Whereof, the American Southern Insurance Company has caused its official seal to be hereto affixed, and these presents to be signed by its President and attested by its Secretary this 22nd day of June, 2023.

Attest:

American Southern Insurance Company

By:

Melanie A. Coppola, Secretary

By:

Scott G. Thompson, President



STATE OF GEORGIA

SS:

COUNTY OF FULTON

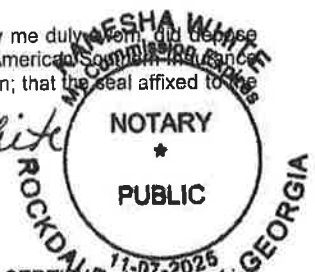
On this 22nd day of June, 2023, before me, personally came Scott G. Thompson to me known, who being by me duly sworn, did depose and say that he resides in Atlanta, in the County of Fulton, State of Georgia, at 421 Hollydale Court; that he is the President of American Southern Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed and that he signed his name thereto pursuant to due authorization.

STATE OF GEORGIA

SS:

COUNTY OF FULTON

Kanesha White
Notary Public, State of Georgia
Qualified in Rockdale County
Commission Expires November 7, 2025



I, the undersigned, a Vice President of American Southern Insurance Company, a Kansas Corporation, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and, furthermore, that the Resolution of the Executive Committee of the Board of Directors set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Atlanta, Dated the 24th day of July, 2025.

Power No. 56721

Robert H. Knight, Executive Vice President





Ernie Fletcher
GOVERNOR

OFFICE OF INSURANCE

CERTIFICATE OF AUTHORITY
Corrected

Satisfactory evidence has been furnished to me showing that **American Southern Insurance Company** organized in the State of **Kansas**, and having its principal office at **Topeka, Kansas**, is in sound and solvent condition, and has fully complied with all the provisions of the Insurance Laws of the Commonwealth of Kentucky that are applicable thereto. Now, therefore, on behalf of the Office of Insurance of the Commonwealth of Kentucky, I do hereby authorize the said insurance company to transact the business of **Property, Casualty (no limitations) and Surety Insurance** in this Commonwealth for the period beginning on the date shown below and to continue in force as long as the insurer is entitled thereto.

Glenn Jennings
Office of Insurance



This Certificate of Authority shall, at all times, be the property of the Commonwealth of Kentucky, and upon any expiration, suspension, revocation, or termination thereof, the insurer shall promptly deliver this Certificate to the Office of Insurance.

Certificate Number: 58-6016195

Date: February 10, 2004

Effective Date: June 2, 1999

American Southern Insurance Company
NAIC Company Code 10235
NAIC Group Code 587

Statutory Financial Statement

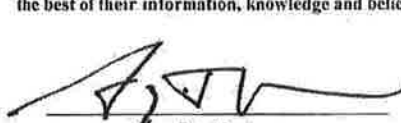
As of December 31, 2024

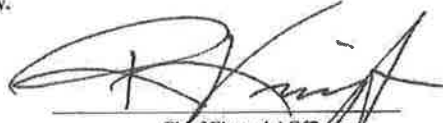
ASSETS		LIABILITIES	
Bonds	\$91,965,383	Reserve for Losses and Loss Expense	\$59,211,843
Stocks	16,590,025	Reserve for Unearned Premiums	28,758,084
Cash & Cash Equivalents	13,985,029	Reserve for Expenses, Taxes, Licenses and Fees	5,702,085
Agents Balances	16,820,246	Payable to Parents, Subsidiaries and Affiliates	273,203
Other Assets	6,188,012	Other Liabilities	3,933,310
		Total Liabilities	\$97,878,525
		POLICYHOLDERS'S SUPLUS	
		Capital Stock	3,000,000
		Surplus	44,670,170
		Total Policy holders' Surplus	47,670,170
Total Assets	\$145,548,695	Total Liabilities and Policyholders' Surplus	\$145,548,695

Bonds and stocks are valued in accordance with the basis adopted by the National Association of Insurance Commissioners (NAIC).

CERTIFICATE

The officers of this reporting entity being duly sworn, each depose and say that they are the described officers of said reporting entity, and that on the reporting period stated above, all of the herein described assets were the absolute property of the said reporting entity, free and clear from any liens or claims thereon, except as herein stated, and that this statement, together with related exhibits, schedules and explanations therein contained, annexed or referred to, is a full and true statement of all the assets and liabilities and of the condition and affairs of the said reporting entity as of the reporting period stated above, and of its income and deductions therefrom for the period ended, and have been completed in accordance with the NAIC Annual Statement Instructions and Accounting Practices and Procedures manual except to the extent that: (1) state law may differ; or, (2) that state rules or regulations require differences in reporting not related to accounting practices and procedures, according to the best of their information, knowledge and belief, respectively.


President


Chief Financial Officer

State of Georgia
County of Fulton

On the 27th day of February 2025, before me came the above named officers of the American Southern Insurance Company to me personally known to be the individuals and officers described herein, and acknowledge that they executed the foregoing instrument and affixed the seal of said company thereto by authority of their office.


Melonie Coppola, Notary Public
My Commission Expires, May 17, 2026





AIA Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)
Light's Enterprises, Inc.
PO Box 710
Ashland, KY 41105

SURETY:

(Name, legal status and principal place of business)
American Southern Insurance Company
One Metroplex Drive, Suite 400
Birmingham, AL 35209

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

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

OWNER:

(Name, legal status and address)
City of Ashland
1700 Greenup Avenue
Ashland, KY 41101

BOND AMOUNT: Ten Percent of Amount Bid Not to Exceed One Thousand Four Hundred and No/100 Dollars (\$1,400.00)

PROJECT:

(Name, location or address, and Project number, if any)
Demolition of a Single Family Dwelling
351 Ringo Street, Ashland, KY 41101

Project Number, if any:

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 24th day of July, 2025

Light's Enterprises, Inc.

(Principal)

(Seal)

(Witness)

(Title)

American Southern Insurance Company

(Surety)

(Seal)

(Witness)

, Attorney In Fact

Stefan E. Tauger



AMERICAN SOUTHERN INSURANCE COMPANY

Home Office: 3715 Northside Parkway, NW
Suite 4-800
Atlanta, Georgia 30327

Mailing Address: P. O. Box 723030
Atlanta, GA 31139-0030

GENERAL POWER OF ATTORNEY

Know all men by these Presents, that the American Southern Insurance Company had made, constituted and appointed, and by these presents does make, constitute and appoint Stefan E. Tauger of Parker, Colorado; Scott E. Stoltzner of Hoover, Alabama; Arthur S. Johnson of Atlanta, Georgia; Jeffery L. Booth of Blacklick, Ohio; James E. Feldner of West Lake, Ohio; Melanie J. Stokes of Atlanta, Georgia; Jason S. Centrella of Jacksonville, Florida; or Omar G. Guerra of Overland Park, Kansas, EACH as its true and lawful attorney for it and its name, place and stead to execute on behalf of the said company, as surety, bonds, undertakings and contracts of suretyship to be given to all obligees provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount of the sum of \$1,000,000 (one million dollars), including but not limited to consents of surety for the release of retained percentages and/or final estimates on construction contracts or similar authority requested by the Department of Transportation, State of Florida; and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of the presents, shall be as binding upon the Company as if they had been duly signed by the President and attested by the Secretary of the Company in their own proper persons.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted pursuant to due authorization by the Executive Committee of the Board of Directors of the American Southern Insurance Company on the 26th day of May, 1998:

RESOLVED, that the Chairman, President or any Vice President of the Company be, and that each or any of them hereby is, authorized to execute Powers of Attorney qualifying the attorney named in the given Power of Attorney to execute in behalf of the American Southern Insurance Company bonds, undertakings and all contracts of suretyship; and that any Secretary or any Assistant Secretary be, and that each or any of them hereby is, authorized to attest the execution of any such Power of Attorney, and to attach thereto the seal of the Company.

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company when so affixed and in the future, with respect to any bond undertaking or contract of suretyship to which it is attached.

In Witness Whereof, the American Southern Insurance Company has caused its official seal to be hereto affixed, and these presents to be signed by its President and attested by its Secretary this 22nd day of June, 2023.

Attest:

American Southern Insurance Company

By:

Melanie A. Coppola, Secretary

By:

Scott G. Thompson, President



STATE OF GEORGIA

SS:

COUNTY OF FULTON

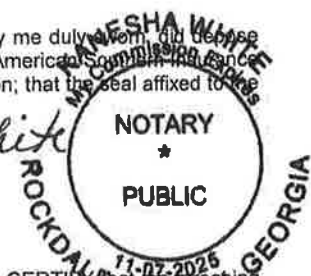
On this 22nd day of June, 2023, before me, personally came Scott G. Thompson to me known, who being by me duly sworn, did depose and say that he resides in Atlanta, in the County of Fulton, State of Georgia, at 421 Hollydale Court; that he is the President of American Southern Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed and that he signed his name thereto pursuant to due authorization.

STATE OF GEORGIA

SS:

COUNTY OF FULTON

Kanesha White
Notary Public, State of Georgia
Qualified in Rockdale County
Commission Expires November 7, 2025



I, the undersigned, a Vice President of American Southern Insurance Company, a Kansas Corporation, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and, furthermore, that the Resolution of the Executive Committee of the Board of Directors set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Atlanta, Dated the 24th day of July, 2025.

Power No. 56722

Robert H. Knight, Executive Vice President





Ernie Fletcher
GOVERNOR

OFFICE OF INSURANCE

CERTIFICATE OF AUTHORITY
Corrected

Satisfactory evidence has been furnished to me showing that **American Southern Insurance Company** organized in the State of **Kansas**, and having its principal office at **Topeka, Kansas**, is in sound and solvent condition, and has fully complied with all the provisions of the Insurance Laws of the Commonwealth of Kentucky that are applicable thereto. Now, therefore, on behalf of the Office of Insurance of the Commonwealth of Kentucky, I do hereby authorize the said insurance company to transact the business of **Property, Casualty (no limitations) and Surety Insurance** in this Commonwealth for the period beginning on the date shown below and to continue in force as long as the insurer is entitled thereto.

Glenn Jennings
Office of Insurance



This Certificate of Authority shall, at all times, be the property of the Commonwealth of Kentucky, and upon any expiration, suspension, revocation, or termination thereof, the insurer shall promptly deliver this Certificate to the Office of Insurance.

Certificate Number: 58-6016195

Date: February 10, 2004

Effective Date: June 2, 1999

American Southern Insurance Company
NAIC Company Code 10235
NAIC Group Code 587

Statutory Financial Statement

As of December 31, 2024

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Stocks	16,590,025	Reserve for Unearned Premiums	28,758,084
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President


Chief Financial Officer

State of Georgia
County of Fulton

On the 27th day of February 2025, before me came the above named officers of the American Southern Insurance Company to me personally known to be the individuals and officers described herein, and acknowledge that they executed the foregoing instrument and affixed the seal of said company thereto by authority of their office.


Melonie Coppola, Notary Public
My Commission Expires, May 17, 2026







AGENDA ITEM: _____

DATE: _____

**CITY OF ASHLAND
REQUEST FOR COMMISSION ACTION (RCA)**

Date Submitted: 11/19/25	Date Requested: 11/21/25
Type of Action Requested	Subject
☐ Resolution ☐ Ordinance ☐ Formal Action/Motion ☐ Public Hearing ☒ Consent Agenda	Demolition of 2724 Roberts Drive

RECOMMENDATION:

The Department of Community and Economic Development requests approval to pay invoice 2393 in the amount of \$4,400.00 to Light's Enterprises, Inc. for the demolition of all structures located at 2724 Roberts Drive, Ashland, KY 41102.

DISCUSSION:

This demolition is paid by the General Fund.

FISCAL IMPACT:

Demolition \$4,400.00; Title Search \$400.00; Asbestos Survey \$650.00; Asbestos Abatement \$0.00; Public Notices \$284.40; Postage \$42.18; Total \$5,776.58.

Budget = \$200,000. FYTD = \$20,572.

Reviewed by
Finance Director: _____

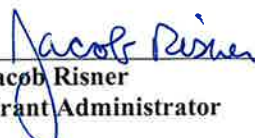
Reviewed by
Legal: _____

ALTERNATIVES:

Prepared by:

Recommended by:

Approved by:


Jacob Risner
Grant Administrator


Chris Pullem
CED Director

Tony Grubb
City Manager



City of Ashland
Check Request

Payable to: Light's Enterprises \$ 4,400.00
PO Box 710
Ashland, KY 41105

Purpose: Demolition of 2724 Roberts Drive

Vendor Number: 469000 Invoice Number: _____

Account Number: 101-4101-3103 Project Number: _____

Instructions: Consent Agenda

Requested by: Jacob Risher Date: 11-19-25

Approved by: CLV Date: 11-19-25

Check requests cannot be processed without appropriate documentation. Please allow five (5) business days for check processing. All checks will be mailed by the Finance Dept. unless special instructions are given.

INVOICE

Light's Enterprises, Inc
PO Box 710
Ashland, KY 41105

lightsenterprises@lightsenterprises.com
+1 (606) 329-1119



Bill to

City of Ashland
Attn: Accts Payable
P.O. Box 1839
Ashland, KY 41105

Ship to

City of Ashland
Attn: Accts Payable
P.O. Box 1839
Ashland, KY 41105

Invoice details

Invoice no.: 2393
Terms: Net 15
Invoice date: 11/18/2025
Due date: 12/03/2025

#	Date	Product or service	Description	Qty	Rate	Amount
1.		Demolition	Demolition of a Single Family Dwelling located at: 2724 Roberts Drive, Ashland, Ky.	1	\$4,400.00	\$4,400.00
Total						\$4,400.00

ORDINANCE NO. 131, 2025

AN ORDINANCE OF THE CITY OF ASHLAND, KENTUCKY, AUTHORIZING AND DIRECTING CHUCK D. CHARLES, MAYOR, TO EXECUTE A CONTRACT WITH LIGHT'S ENTERPRISES, INC. FOR THE PURCHASE OF ALL LABOR, MATERIALS, EQUIPMENT AND SERVICES FOR THE DEMOLITION AND REMOVAL OF ALL DEBRIS OF 2724 ROBERTS DRIVE IN THE AMOUNT OF \$4,400.00 FOR THE DEPARTMENT OF COMMUNITY AND ECONOMIC DEVELOPMENT TO BE PAID FROM THE GENERAL FUND.

* * * * *

BE IT ORDAINED BY THE CITY OF ASHLAND, KENTUCKY:

SECTION 1. That Chuck D. Charles, Mayor of the City of Ashland, Kentucky be, and he is hereby authorized and directed to execute a contract between the City of Ashland, Kentucky and Light's Enterprises, Inc. for the purchase of all labor, materials, equipment and services for the demolition and removal of all debris of certain property located at 2724 Roberts Drive located in the City of Ashland for their total bid amount of \$4,400.00. A copy of said contract is attached hereto and made a part hereof by reference.

SECTION 2. All ordinances and parts of ordinances in conflict herewith, to the extent of such conflict only, are hereby repealed.

SECTION 3. This ordinance shall be in full force and effect from and after its adoption, readoption, and publication, as required by law.

SECTION 4. It is hereby authorized that publication of this ordinance be in summary form.


MAYOR

ATTEST:


CITY CLERK

ADOPTED BY THE BOARD OF COMMISSIONERS:

READOPTED BY THE BOARD OF COMMISSIONERS:

PUBLISHED:

AUG 12 2025

AUG 28 2025

REQUESTED/SPONSORED BY: CHRIS PULLEM, DIRECTOR
COMMUNITY & ECONOMIC DEVELOPMENT

Demolition of 2724 Roberts Drive

THIS CONTRACT, made and entered on this day, _____, by and between the **CITY OF ASHLAND, KENTUCKY**, a Municipal Corporation, hereinafter known as the **CITY**, acting by and through its Mayor, Chuck Charles, duly authorized thereunto, and Light's Enterprises, Inc., party of the second part, hereinafter known as the **COMPANY**.

WITNESSETH: That for and in consideration of the unit prices as listed on the bid form attached hereto to be paid by the **CITY** to the **COMPANY** as hereinafter contained and set forth, and in further consideration of the mutual covenants and agreements hereinafter contained and set forth, the **COMPANY** has agreed and does by these presents, hereby covenant, agree and bind itself to furnish and perform to and for the **CITY** all necessary supervision, labor, material, tools, equipment, services, and all facilities required for the completion of this Contract for the City of Ashland, Department of Community and Economic Development, all in accordance with the Bid of the **COMPANY** dated July 23, 2025. Said specifications and Bid Form are attached hereto and made part of this Contract to all intents and purposes as though set out at length in words and figures herein.

Demolition of 2724 Roberts Drive

IN TESTIMONY OF ALL WHICH, the said **CITY** has caused its Corporate Name to be affixed by (Insert Mayor's Name), attested by Susan Maddix, City Clerk, and its Corporate Seal to be hereunto affixed, and the **COMPANY** has caused its Corporate Name to be hereunto subscribed by its _____, in duplicate original copies, each party taking a copy, this the day _____ (TITLE) and date first written. This contract will be in effect for up to one year from the signing date.

CITY OF ASHLAND, KENTUCKY

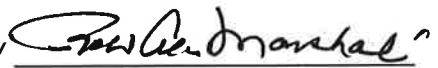
BY 

Chuck Charles, MAYOR

ATTEST 

SUSAN MADDIX, CITY CLERK

Light's Enterprises, Inc.

BY 

TITLE ACCOUNTANT

Date 9-11-2025

Bid Form

The City of Ashland is seeking proposals for the purchase of all labor, materials, and equipment for the removal and disposal of all structures from the properties listed below. Sealed bids will be received until 3:00 p.m. on Thursday, July 24, 2025 in the City Clerk's Office, 1700 Greenup Avenue, Room 403, Ashland, KY 41101. Bids will be opened and read publicly at 3:05 p.m. on Thursday, July 24, 2025 in the Commissioners' Chambers, 1700 Greenup Avenue, Room 308, Ashland, KY 41101.

- 351 Ringo Street, Ashland, KY 41101
- 2724 Roberts Drive, Ashland, KY 41102

Asbestos survey and abatement, if necessary, will be completed by the City of Ashland prior to demolition.

Having carefully examined the site(s) of the proposed work and being fully informed in regard to the conditions to be met in the work, and having read and examined the Information for Bidders, Form of Proposal, Standard General Conditions of the Contract for Construction, Supplemental General Conditions, Detail Specifications, Contract Forms and Plans pertaining to this work, all of which the Bidder considers a part of this Proposal, and having had all questions or apparent discrepancies fully cleared up, the undersigned proposes to furnish all labor, materials, and equipment required to perform the work described above in accordance with the contract documents within sixty (60) consecutive days from the Notice to Proceed at the lump sum price stated below. The Bidder agrees that this bid shall be good and may not be withdrawn for a period of sixty (60) days after the actual date of opening.

The City of Ashland, through its City Manager and Director of Community and Economic Development, reserves the right to accept or reject all or any part of the bid should it be deemed in the best interest of the City of Ashland.

Name of Bidder LIGHT'S Enterprises, Inc Telephone 606-329-1119
Address P.O. Box 710, Ashland, KY 41105; 2000 W New Buckley Rd, Ashland, KY 41102
Email lightsenterprises@lightsenterprises.com FEIN 61-1198456 UEI Number 00-3458-7917-3
Signature [Signature] Date 7-23-25
Printed Name Michael D. LIGHT Title President

351 Ringo Street	\$12,500 ⁰⁰
2724 Roberts Drive	\$ 4,400 ⁰⁰
Total	\$ 16,900 ⁰⁰

Contracts will be awarded separately for each location listed above.

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DEMOLITION BID REQUEST

The City of Ashland is currently accepting written bids for the removal of all structures at 351 Ringo Street, Ashland, KY 41101. Specifications and requirements may be obtained by contacting Jacob Risner, Program and Grant Administrator, at (606) 385-3324, jrisner@ashlandky.gov, or in person during regular business hours at the Ashland City Building, 1700 Greenup Avenue, Room 208, Ashland, KY 41101. Sealed bids will be received until 3:00 p.m. on Thursday, July 24, 2025 in the City Clerk's Office on the fourth floor of the Ashland City Building, 1700 Greenup Avenue, Room 403, Ashland, KY 41101. Bids will be opened and read publicly at 3:05 p.m. on Thursday, July 24, 2025 in the Commissioners' Chambers on the third floor of the Ashland City Building, 1700 Greenup Avenue, Room 308, Ashland, KY 41101.

DEMOLITION BID REQUEST

The City of Ashland is currently accepting written bids for the removal of all structures at 2724 Roberts Drive, Ashland, KY 41102. Specifications and requirements may be obtained by contacting Jacob Risner, Program and Grant Administrator, at (606) 385-3324, jrisner@ashlandky.gov, or in person during regular business hours at the Ashland City Building, 1700 Greenup Avenue, Room 208, Ashland, KY 41101. Sealed bids will be received until 3:00 p.m. on Thursday, July 24, 2025 in the City Clerk's Office on the fourth floor of the Ashland City Building, 1700 Greenup Avenue, Room 403, Ashland, KY 41101. Bids will be opened and read publicly at 3:05 p.m. on Thursday, July 24, 2025 in the Commissioners' Chambers on the third floor of the Ashland City Building, 1700 Greenup Avenue, Room 308, Ashland, KY 41101.

REQUIRED ATTACHMENTS

The following items must be filled out completely and attached to this bid form. Failure to attach these required items will be considered non-responsive.

1. Bid packet in its entirety. All pages must be submitted with the bid.
2. Bidder Pre-Qualification Disclosure Statement
3. Copy of City of Ashland Business Privilege License or Application
4. Original Certificate of Insurance as Described in the General Conditions
5. Subcontractor List
6. Building Affidavit Pursuant to KRS 198B.060 (010)
7. Non-Collusion Affidavit
8. Responsibility for Damages, Claims, Etc.
9. Statement of Compliance with Non-Discrimination Regulations
10. Certification of Bidder Regarding Non-Segregated Facilities
11. Bid Bond or Certified Check for 10% of Total Bid

Work Specifications

All buildings and structures shall be torn down in accordance with the best practices of the trade; all local ordinances and regulations concerning such work; and the Kentucky Building Code. All fences, walls, sheds, garages, blacktop, foundation, and other encumbrances upon or within the lot shall be removed by the contractor as directed by the City of Ashland. Any resulting holes, excavations, or other hazards to the public shall be removed by the contractor, except as specified by the City of Ashland, before the work will be considered complete. Removal of such items shall be included in the lump sum bid for the demolition of the structure(s). The use of explosives to perform the work under this specification is strictly prohibited. Additionally, the City of Ashland assumes no responsibility for the condition of the existing buildings and structures.

Asbestos survey and abatement, if necessary, will be completed by the City of Ashland prior to demolition.

All property lines, fences, walls, or other items jointly-owned with the adjacent property owners shall remain in place unless otherwise directed.

All walls, foundations, footings, supports, and masonry shall be removed to the surface elevation of adjoining ground unless otherwise specified by the City of Ashland. Concrete slabs, retaining walls, driveways, stairs, handrails, sidewalks (between street sidewalk and house), garages, outbuildings, sheds, carports, tires, tanks, pipe, wire, blacktop, etc. shall be removed unless otherwise specified by the City of Ashland. Basement walls abutting sidewalks, streets, and alleys may remain in place in order to prevent the undermining of the sidewalks, streets, and alleys. Basement or cellar floors shall be broken up sufficiently to permit proper drainage. Remaining basements shall be filled to the ground level with non-combustible materials. Construction or fill shall not be started until the area has been inspected and approved by the City of Ashland or its authorized representative. Fill material shall be Dense Graded Aggregate (DGA) and shall be free from frost, stumps, trees, roots, and muck. Fill material shall not be placed on muddy or frozen ground and such fill shall be thoroughly compacted. Fill material in the top twelve (12) inches shall be of earth. The entire surface shall be brought to rough grade within a tolerance of three (3) inches, more or less, unless otherwise indicated by the City of Ashland. The entire site shall be left in a rake clean condition. The contractor shall enact erosion control measures, such as grass seed and straw, silt fence, etc., as deemed necessary by the City of Ashland's Department of Engineering. Hollow spaces under sidewalks shall be filled if exposed, and any openings or damage to sidewalks shall be replaced with concrete to City of Ashland specifications.

When each building is in the process of being taken down, the immediate surrounding area shall be adequately protected by barricades and/or walk-through acceptable to the City inspector. All sidewalks adjacent to the demolition site shall be cleared of debris and maintained in a broom-swept condition during non-working hours. All excavations shall be backfilled with non-combustible materials and shall be thoroughly compacted. Prior to final inspections, the contractor shall remove all signs from the demolition area.

It shall be the responsibility of the contractor to verify that utility service lines have been disconnected and, if necessary, shall arrange for any disconnection at the meters or supply lines and for the capping of such lines by the proper utility company. The contractor shall remove the water line to the service meter and the gas line to the property line. All sewer connections to the buildings being demolished shall be properly sealed in accordance with City procedures and under proper City inspection.

Work Specifications

All rubbish and debris found on the site at the start of work and that resulting from demolition operations shall be removed from the site and disposed of by the contractor. Contractor must comply with all state and federal waste disposal laws and regulations. When properties are approved for demolition, program recipients must ensure that the demolition waste is properly disposed of at a permitted/licensed sanitary landfill. Landfill disposal receipts must be submitted prior to payment.

The contractor shall be responsible for contacting the Boyd County Regional Public Safety Communication Center at (606) 329-9911 stating the type of work, location, and duration.

The contractor, in executing the work on this project, shall not unnecessarily impede or interfere with traffic on public highways or streets, and the City of Ashland shall be the sole judge as to what constitutes unnecessary interference with traffic, or as to what constitutes a hazard in traffic. A sufficient number of warning lights shall be placed to protect the public from damage and injury. The contractor shall be held responsible for all damages and injury resulting from this work. Should the contractor fail or refuse to comply with all of the safety provisions to follow, in relation to the manner, method, or sequence of work performance, work under the contract shall be ordered to stop by the City's building inspector, project manager, and/or the Director of Community and Economic Development and shall not proceed until full compliance has been assured.

The contractor shall take all precautions necessary to prevent damage and injury and shall assume full responsibility for any damage to adjacent property and buildings and injury to persons. All materials, equipment, and tools shall be neatly stored or piled on the lot in such a manner as not to interfere with the rights and privileges of the adjacent property owners. Before beginning demolition, property shall be checked for persons and personal property, and any questions regarding it shall be directed to the City of Ashland. Water hoses must be available to aid in elimination of dust caused by demolition activities. Effort shall be made to keep surrounding streets clear of dust, dirt, and debris. The contractor shall shore up, brace, underpin, secure, and protect, as may be necessary, all walls and other parts of existing structures adjacent to, adjoining, and in the vicinity of the site, which may be in any way affected by the operations connected with the demolition and site clearance operation. The contractor shall indemnify and save property from loss or damages pertaining thereto. All walls to adjoining buildings shall be left structurally sound and with an acceptable appearance to match existing walls to the remaining building. All loose masonry shall be re-mortared; all joist pockets shall be filled; etc.

The contractor shall be responsible for all damages to persons or property that occur as a result of his/her fault or negligence in connection with the prosecution of the work and shall be responsible for the proper care and protection of all work performed until full completion and final acceptance by the City of Ashland. Machinery, equipment, and all hazards shall be guarded in accordance with the safety provisions of the "Manual of Accident Prevention in Construction" published by the Associated General Contractors of America, Inc. to the extent that such provisions are not in conflict with applicable local laws.

The contractor shall carry Workers Compensation Insurance for all employees and those of his/her subcontractors engaged in work at the site in accordance with the Commonwealth of Kentucky's Workers Compensation Laws. The contractor shall take out and maintain during the life of the contract such public liability (bodily injury and property damage) insurance as shall protect him/her and any subcontractor performing work covered by the contract from claims for damages for personal injury, including accidental death, as well as claims for property damage, which may arise from operations under the contract, whether such operations be by him/herself or by any subcontractor or by anyone directly or indirectly

Work Specifications

employed by either of them. The contractor shall maintain coverage of these types and in the amounts specified next and listing the City of Ashland as an additional insured as its interest may appear. The amount of insurance for bodily injury is \$100,000.00 per person and \$300,000.00 per accident. The amount of insurance for property damage liability is \$30,000.00 per accident and an aggregate liability of \$100,000.00.

The contractor shall demolish all buildings and structures as specified in these specifications. Upon demolition, such buildings, structures, or the remains thereof shall become the property of the contractor, except that personal property of third persons or of the occupants of such building shall not become the property of the contractor. Storage of salvage materials and equipment of the project area will be permitted only for the duration of the contract, and such storage shall at no time interfere with activities of the City of Ashland.

The City of Ashland shall have the right to inspect the work at all times and at the completion thereof. The City of Ashland may terminate this agreement at any time without liability, except for payment of amounts to which it reasonably believes the contractor is properly entitled, if the City believes the contractor has not fully satisfied any of the terms and conditions. In the event of such termination, the contractor shall immediately cease work and shall evacuate the premises without order of any court.

The contractor shall obtain a demolition permit for each piece of property awarded prior to beginning any work. Demolition permits can be obtained from the Department of Community and Economic Development, 1700 Greenup Avenue, Room 208, Ashland, KY 41101, or call (606) 385-3317.

The contractor shall obtain an erosion control permit for each piece of property awarded prior to beginning any work. Erosion control permits can be obtained from the City of Ashland's Department of Engineering, 1700 Greenup Avenue, Room 408, Ashland, KY 41101, or call (606) 385-3332.

The contractor shall hold a current Business License and Occupational License Fee account to do business in the City of Ashland. A copy of the current business license or a completed business license application must be attached to the bid.

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Failure to comply with any of the General Terms and Conditions herein can result in payment delays or in termination of the contract.

Section 1 – General Instructions and Requirements

Prior to any construction, the project site will be reviewed by the City's inspector, a representative of the contractor, and if needed, the residents/employees affected. Questions concerning the project will be addressed prior to construction, and a dialogue will be maintained between the City and the contractor to address problems that occur during construction. This will be done on a project-by-project basis.

It is understood by all concerned that the apparent silence of the specifications as to any detail, or the apparent omission of a detailed description concerning any project, shall be regarded as meaning that only the best general practice is to prevail and that only material and workmanship of the first quality is to be used. All interpretations of these specifications shall be made on this basis.

Every effort should be made by the contractor that all work be completed by the same field supervisor for the duration of the project to ensure consistent finished product and craftsmanship. The City will also request only one point of contact for job details, planning, field decisions, and project reviews.

The contractor shall take all necessary precautions during the construction operations to prevent damage to any existing underground utilities. Any damage to these structures caused by the contractor's operations or equipment shall be repaired or replaced by the contractor at his/her own expense.

The contractor shall, at all times, keep the premises free from accumulation of waste materials or rubbish in and about the area, and all tools, debris, and surplus materials shall be removed from the site. Debris and rubbish from the construction operation shall not be dumped on the City's property but shall be removed and disposed of by the contractor.

Before acceptance and final payment is approved, the right-of-way and all ground occupied by the contractor in connection with the work shall be cleared of all rubbish and excess materials. The contractor shall restore, in an acceptable manner, all property, both public and private, which may have been damaged in the process of completing the project, and all property shall be left in a neat and presentable condition. All equipment shall be removed from the right-of-way.

Materials removed for this contract are to be properly disposed of by the contractor. This is the contractor's property. If this is used as fill on private property, this is an agreement between the contractor and the property owner. The City is not responsible for this material. Disposal of materials will be subject to the guidelines set by the Kentucky Department for Environmental Protection.

Invoices will be taken to the City's Program and Grant Administrator by a representative of the contractor. A copy will be sent to the contractor for preparation of the invoice. The invoice will be checked with the City's copy. Problems noted with the project will need to be corrected prior to the approval of this invoice.

The only payments to be made by the City to the contractor shall be for those items of work performed as specified herein and at the unit prices bid by the contractor.

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The City holds the right to refuse any portion of any project due to the quality of work.

Section 2 – Clarification of Contract Documents

If any person, firm, partnership, or corporation who contemplates submitting a Bid for this Project is in doubt as to the true meaning of any part of the Contract Documents, he may submit to the Project Architect, a written request for a clarification thereof, and the person, firm, partnership, or corporation submitting the request shall be responsible for its prompt delivery. Clarification of these Contract Documents will not be made except through written communication duly issued by the Project Architect to the person, firm partnership, or corporation submitting the request, provided that a sufficient period of time is available for the issuance of such a communication prior to the receipt of Bids.

Section 3 – Conflict of Interest

No officer, employee, or member of the governing body of the City who exercises any function or responsibility in connection with the carrying out of this Project shall have any private interest, direct or indirect, with the Contract.

Section 4 – Personal Examination

Contractors are required to satisfy themselves by personal examination of the Contract Documents and investigation at the site of the Project as to the conditions existing and the difficulties likely to be encountered in the construction of the Project.

No pleas of ignorance of conditions that exist or that may hereafter exist, or of conditions or difficulties that may be encountered in the execution of the work as the result of failure to make such examination and investigation, will be accepted as an excuse for any failure or omission on the part of the Contractor to fulfill in every respect, all the requirements of the Contract, nor will the same be accepted as a basis for any claim whatsoever for extra compensation or for an extension of time.

Section 5 – Statement of Quantities

The estimate of quantities of work, if included in the Bid, is approximate only, and will not become the basis for calculating the final payment for the work. However, the estimated quantities shall be used by the City in calculating the total amount of the Bid for comparison of Bids.

Section 6 – Amendments and Withdrawals of Bids

Amendments or withdrawals of Bids received later than the time and date of the Bid Opening will not be considered and will be returned unopened to the Contractor.
Faxed or emailed bids will not be considered, no exceptions.

Section 7 – Security, Preparation and Submission of Bids

Bids shall be submitted on the Bid Forms enclosed in the Bid Packet. Bid Forms shall not be altered in any way. Altered Bids will not be accepted unless specifically called for in the Bid Packet. Erasures or changes in a Bid must be explained or noted over the signature of the Contractor. Bids containing any conditions,

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omissions, unexplained erasures, alteration of forms, or irregularities of any kind may be rejected by the City; however, the City reserves the right to accept or to reject any or all Bids and to waive defects or technicalities as may deem in the best interest of the City.

All forms included in the Bid Packet shall be filled out completely and returned with the Bid. The entire Bid Packet must be submitted. It is recommended that Contractor keep a copy of the Bid Packet as submitted.

Bids shall be submitted in the Contractor's complete business name and shall be fully executed and signed by the Contractor or an authorized representative of the Contractor and signature shall be considered that the Contractor has agreed to the acceptance and will comply with all terms and conditions contained and set out in the Bid Packet and Contract Documents. All signatures shall be original. Copies of the Bid or stamped signature(s) on Bid will be considered non-responsive and shall result in the rejection of the Bid.

All Bids shall be accompanied by a BID BOND or CERTIFIED CHECK in the amount of ten (10%) of the Bid, in favor of the City of Ashland. Bid Bonds shall be issued by a responsible Surety licensed to do business in the Commonwealth of Kentucky. Certified checks shall be made payable to the CITY OF ASHLAND. Failure to comply with this requirement SHALL result in the Bid being considered as non-responsive and shall result in the rejection of the Bid.

Bid Bonds and Certified Checks of Unsuccessful Contractors shall be returned as soon as practical after a Contract has been executed between the Successful Contractor and the City at the Pre-Construction Conference.

Each Contractor shall be required to follow the guidelines of the City of Ashland Occupational License Fee – Ordinance 62, 2013 and subsequent amendments. A copy of these ordinances are included in the Bid Packet.

Contractors possessing a CURRENT City of Ashland Business Privilege License shall submit a copy with the Bid. Any Successful Contractor NOT possessing a CURRENT City of Ashland Business Privilege License shall obtain this license before a contract is signed. The City may consider any Bid received by any Contractor failing to meet this condition as non-responsive and shall result in the rejection of the Bid.

Each Contractor shall submit, with the Bid, all of the numerated items as stated on the Bid Form. Failure to provide all of the requested information shall result in the Bid being considered as non-responsive and shall result in the rejection of the Bid.

Should the Contractor desire to submit two or more Bids for the same Project, each Bid shall be submitted separately and thus completely independent of each.

If a Contractor is unable to Bid on a Bid Item, write "No Bid" on the line where "Unit Price" and "Total Price" is requested.

Whenever the Bid Items are separated into two (2) columns designated "Unit Price" and "Total Price", and where a discrepancy appears between the figure shown in the "Total Price" column as to "Quantity"

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multiplied by the "Unit Price", the amount in the "Total Price" appearing on the Bid shall control, however the City reserves the right to correct any mathematical errors on the all Bid Forms.

Manufacturer's catalog numbers, trade names, etc., if shown herein, are for descriptive purposes only and are to guide the Contractor in determining the standard of quality, design and performance desired and shall not be construed to exclude other types of commodities and / or services. Any exceptions taken to specifications shall be listed and described on a separate sheet with the various increase or decrease in price clearly stated.

Any literature, forms or items requested in the Bid Packet shall be original material and shall be unaltered. All Bids shall include adequate information, brochures, latest printed detailed specifications and advertising literature describing the commodity or service offered to permit ready comparison with City specifications on an item by item basis if necessary.

Bids shall be enclosed in a Sealed envelope, with the bidder's name and address in the upper left-hand corner and marked "Sealed Bid" with the date and hour of the Bid Opening and the name of the project placed on the lower left corner.

Bids shall be addresses to the City Clerk, City of Ashland, 1700 Greenup Avenue, Room 301, PO Box 1839, Ashland, Kentucky 41105-1839.

Bid Openings are scheduled at 3:15pm, Thursdays in the Commission Chambers on the third floor of the Ashland City Building. Bidders or their representatives may be present.

City reserves the right to amend and/or cancel the Bid Invitation prior to the time and date of the Bid Opening.

Contractors shall receive a Tabulation of the Written Bids after the contract has been executed.

Each Contractor acknowledges that the Boyd Circuit Court shall have jurisdiction over disputes relating to the Contractor award.

Section 8 – Competency of Contractor

The City requires that the Contractor, *if requested*, shall furnish satisfactory evidence that he has the necessary resources to fulfill the conditions of the Contract Documents. The evidence shall be listed in the form, "Statement of Contractor's Qualifications". The Contract shall be awarded to the Contractor that offers the lowest and best Bid as determined by the Department Director.

Section 9 – Bid Considerations

The City, through its City Manager, reserves the right to accept or to reject any or all Bids. The City also reserves the right to award Bids whole or in part when it is deemed to be in the best interest of the City.

Section 10 – Award

After the Bid Opening, the Successful Contractor will be sent a written "Notice of Acceptance".

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The City reserves the right to correct any "Notice of Acceptance" erroneously made as a result of a clerical error on the part of the City.

Preference will be given by the City to the lowest responsible Contractor furnishing products made and assembled in the continental United States. Where the price of an acceptable America-Made product is within five percent (5%) of a Non-American-Made product, the Contractor furnishing products made and assembled in the continental United States shall be the Successful Contractor.

A request will be sent to the City Manager for the successful Bid to be placed on the Consent Agenda and for the preparation of an Ordinance naming the Mayor as the authorized representative of the City and authorizing the Mayor to execute a Contract between the City and the Successful Contractor to be presented at the next available Board of Commissioners meeting.

After the second reading and adoption of the ordinance, the Successful Contractor will be sent a written "Notice of Bid Award" stating the date, time and location of the Pre-Construction meeting.

The Successful Contractor will be required to furnish to the City a Contract Surety in the form of a PERFORMANCE BOND and PAYMENT BOND in an amount equal to one hundred (100%) percent of the total amount of the Bid. Failure to provide a Performance Bond and Payment Bond shall result in the Bid being considered as non-responsive and shall result in the rejection of the Bid.

The Contract shall be considered as executed after four (4) original Contracts have been signed by the authorized representative of the City and signed by the authorized representative of the Successful Contractor; the Performance Bond and Payment and the proof of insurance coverage, as required, is received. The mayor is the authorized representative of the City.

Section 11 – Forfeiture of Contract

The Successful Contractor to whom the "Notice of Bid Award" has been mailed, stating the date, time and location of the Pre-Construction meeting, fails to execute the Contract during the specified date of Pre-Construction meeting, shall be considered in default thereof, the Bid Bond or Certified Check accompanying the Bid may thereupon be forfeited to and retained by the City as liquidated damages for any expense or delay which may be incurred in re-advertisement and preparation of new Bid Packets for the Project and to indemnify said City for any loss which may be sustained. The Project may then be re-advertised or let to the next Contractor, as the City may determine.

Section 12 – Subcontracting

The Contractor may utilize the services of specialty Subcontractors provided:

- a. The Contractor shall not award work to any Subcontractor without prior written approval of the City.
- b. The Contractor shall be fully responsible to the City for the acts and omissions of his Subcontractors, and of persons either directly or indirectly employed by them. The

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Contractor shall be fully responsible to the city for acts and omissions for persons directly or indirectly employed by him.

- c. The Contractor shall cause appropriate provisions to be inserted in all Subcontracts relative to the work to bind Subcontractors to the Contract or by the terms of the Contract Documents insofar as applicable to the work of Subcontractors, and a to give the Contractor the same power regarding terminating any Subcontractor that the City may exercise over the Contractor under any provision of the Contract Documents.
- d. Nothing contained in these Contract Documents shall create any contractual relation between the City and the Subcontractor.

Section 13 – Commencement and Completion of Work

The calendar days established for completion of the work in the Bid shall commence on the date of the "Notice to Proceed". All work under this Contract shall be completed within these calendar days by the Contractor, subject to the liquidated damages herein provided. However, the Contractor or any Subcontractor shall not commence work on this Project under this Contract until the "Notice to Proceed" has been issued.

Section 14 – Contractor's and Subcontractor's Insurance

The Contractor and/or Subcontractor on this work will be required to take out and maintain during the life of the Contract, the insurance listed below, and approval of the insurance by the City shall not relieve or decrease the liability of the Contractor hereunder. The Contractor shall purchase the insurance listed below to protect the City from claims incurred by the action of the Contractor or Subcontractor in the construction of this Project.

Certified copies of the insurance coverage shall be submitted to the City for approval at the Pre-Construction meeting.

- I. **Compensation and Employee's General Liability Insurance:** The Contractor shall procure and shall maintain during the life of this Contract, Workmen's Compensation Coverage for all of his employees to be engaged in work under the Contract; and in case any such work is sublet, the Contractor shall require the Subcontractor similarly to provide Workmen's Compensation Coverage for all of the latter's employees to be engaged in such work, unless such employees are covered by the protection afforded by the Contractor's Workmen's Compensation Coverage.
- II. **Public Liability and Owner's or Contractor's Protective Insurance:** The Contractor shall take out and maintain this type insurance and shall require any of this Subcontractors performing work covered by the Contract to do the same in order to protect themselves from claims for damage to property which may arise from operations under this Contract, whether such operations be by himself or by any Subcontractor or by anyone directly or indirectly employed by either of them.

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A. (Comprehensive) Automobile Liability covering:

1. Bodily Injury including wrongful death in an amount not less than Five Hundred Thousand Dollars (\$500,000.00) for each person and One Million Dollars (\$1,000,000.00) for each accident, and
2. Property Damage in an amount not less than Three Hundred Thousand Dollars (\$300,000.00) for each accident.

B. (Comprehensive) General Liability covering:

1. Bodily Injury including wrongful death in an amount not less than Five Hundred Thousand Dollars (\$500,000.00) for each person and One Million Dollars (\$1,000,000.00) for each accident, and an aggregate liability of One Million Dollars (\$1,000,000.00), and
2. Property Damage including Blasting and Underground Excavation in an amount not less than Five Hundred Thousand Dollars (\$500,000.00) for each accident and an aggregate liability of One Million Dollars (\$1,000,000.00). The Contractor shall require all Subcontractors to carry Public Liability Insurance in like amounts.

III. Scope of Insurance and Special Hazards: The insurance required under paragraph II, hereof, shall provide adequate protection for the City, Contractor and his Subcontractors, respectively, against damage claims which may arise from operations under this Contract, whether such operations be by the insured or by anyone directly or indirectly employed by him, and also against any of the special hazards which may be encountered in the performance of the Contract. Each of the aforesaid policies shall include the City as a named insured and will provide that such policy will not be canceled until after the Owner shall have given twenty (20) days written notice of the proposed cancellation.

Section 15 – Laws, Ordinances, and Regulations

The Contractor shall keep himself fully informed of and shall carefully observe and comply with all Federal, State, County, City and local laws, ordinances, rules, permits, licenses and required inspections for all work, the employment of and payment for all labor; the legal rights of all workers employed under this Contract; and any other items which in any manner affect the conduct of the work; and all such orders or decrees that exist at present, or those which may be enacted later, or bodies or tribunals having any jurisdiction or authority over the work, and he will be required to indemnify and save harmless the City and all its officers, officials and agents against any claim or liability arising from or based upon any violation of any such law, ordinance, regulation, order or decree whether by himself or his employees or Subcontractor. Should the Contractor at any time find that any requirement of this Contract is at variance with applicable laws, ordinances, or building code requirements, he shall promptly notify the City, and any necessary adjustment of the Contract will be made as specified under the section entitled "Change Orders and Payments".

The Contractor will be required to give all notices, and pay all fees for any and/or all permits, licenses, or inspections necessary for the prosecution of the Contract at his own expense.

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Section 16 – Patents

The Contractor will be required to indemnify, keep and save harmless the City and his officers, officials and agents from all liabilities, judgments, costs, damage or claims for damages which may arise from the infringement of any letter patented, patent rights, or royalty due on the same by reason of the use of any patented materials, machinery, devices, and equipment furnished or used in the performance of the work under this Contract, or by reason of the use of patented designs furnished and incorporated into the work by the Contractor and accepted by the City, excepting equipment furnished by the City.

In the event that any claim, suit or action at law or equity of any kind whatsoever is made or brought against the City involving any such patents, then the City shall have the right to retain from the money due and/or to become due to the Contractor, a sufficient amount of money as shall be considered necessary by the Legal Advisor of the City, to protect him against loss until such claim, suit, or action shall have been settled and evidence to the effect shall have been furnished to the satisfaction of the said Legal Advisor.

Section 17 – Taxes

The Contractor will be required to pay, without additional expense to the City, all Federal, State, Local sales, and any other taxes which may be applicable to the work under this Contract, excepting any taxes and assessments on the real property comprising the site of the Project.

Section 18 – Assignments

The Contractor may not assign the whole or any part of this Contract or any moneys due and/or become due hereunder without written consent of the City and/or of all Sureties executing any bonds on behalf of the Contractor. In case the Contractor should assign all or any part of moneys due and/or to become due under this Contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of assignee in and to any moneys due and/or become due to the Contractor shall be subject to prior liens of all persons, firms, partnerships and corporations for services rendered or materials supplied for the performance of the work called for in these Contract Documents.

Section 19 – Construction Schedule, Commencement, and Completion Date

A Pre-Construction meeting will be scheduled by the City and at said meeting, and after execution and delivery of the Contract, the Contractor will provide a construction progress schedule satisfactory to the Project Manager, showing the proposed dates of commencements and completion of each of the various subdivisions of work, including restoration required under the Contract.

The work, which the Contractor is required to perform under this Contract, shall be started within ten (10) days after receipt of written "Notice to Proceed."
The product, delivery, and installation which the Contractor is required to perform under this Contract, shall be complete on or before 250 days from the executed contract.

Prior to any commencement of construction, the project site shall be reviewed by the Project Manager, the Contractor, or his representative, and if needed the Agency affected by the Project. Questions concerning the Project shall be addressed prior to construction.

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Section 20 – Mutual Responsibility of Contractors

If, through acts of neglect on the part of the Contractor, any other Contractor, or any Subcontractor suffers loss of damage of the work, the Contractor agrees to settle with such other Contractor or Subcontractor by agreement or arbitration, if such other Contractor or Subcontractor will so settle. However, if such other Contractor or Subcontractor should assert any claim against the City on account of any damage alleged to have been so sustained, the City shall notify the Contractor in writing, and the Contractor hereby indemnifies and saves harmless the City against any such claims.

Section 21 – Supervision of Work by Contractor

The Contractor shall personally supervise the work or furnish at all times a duly authorized representative, who shall receive and execute all orders given by the Project Engineer. Such orders so given to and received by said representative shall be deemed to have been given to and received by the Contractor.

Supervisory personnel must be available locally, twenty-four (24) hours a day, seven (7) days a week until all items of work have been completed under this Contract.

Section 22 – Change Orders and Payments

The Project Manager may find it necessary and desirable to make changes and/or alterations in the lines, grades, plans, form dimension, equipment, or materials from time to time, either before or after construction has begun.

All work performed shall be inspected and approved by the City of Ashland Inspector prior to any payment, partial or full, is made.

When applicable, all backfill and landscaping including relocating fences, mailboxes, small bushes, and the seeding with straw of work areas shall be completed by the Contractor and assumed in the cost of the Project.

The City of Ashland Project manager shall notify the Contractor about all changes in the work, at any time, and it shall be completed according to all said changes without any alteration in the Contract Price except in those cases where the changes materially affect the amount of work to be done and the costs thereof. The decision of the City of Ashland Inspector regarding changes in work shall be final in all cases where no alteration in price is involved.

If other work is needed to complete the job, other than what is normally expected, the Project shall continue, and a cost shall be discussed and agreed upon between the Project Architect, City of Ashland Staff, and the Contractor, as situations arise. This shall include extra fill material beyond the normal scope of the Contract and the grading of said material. This cost will be reported to the City Engineer/Property Maintenance Manager in writing prior to construction and included on a separate itemized invoice for the preparation of a Change Order. All Change Orders shall reflect all additions and subtractions to the Contract.

Changes in work which involve an alteration in the amount to be paid to the Contractor shall not be commenced until the recommendations of the City Engineer/Property Maintenance Manager have been

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approved by the City through appropriate action, and not then until the Change Order for an alteration in price has been approved.

Adjustment in the amount to be paid to the Contractor by reason of any changes in, additions to, or deductions from the amount of work to be done shall be determined by one (1) of more of the following methods of selection by the City.

- a. By using the unit price contained in the Contractor's original Bid, or other mutually agreed unit prices.
- b. By using an acceptable Lump Sum Bid from the Contractor, which shall be added to or deducted from the Contract Price. The agreed price will include the Contractor's "Overhead and Profit", if the change involves an addition to the Contract Price; but if it involves a credit to the Owner, an allowance for "Overhead and Profit" also will be figured.

Itemized invoices shall be taken to the Project Manager and a representative of the Contractor. The itemized invoice will be verified. Problems noted regarding the measurements shall be discussed and corrected. A corrected itemized invoice shall be re-submitted.

Request for payment, partial or full, shall be submitted in the form of an itemized invoice and shall be payable within ten (10) business days from the day of commission approval.

All materials and work covered by partial payments shall thereupon become the sole property of the City. This provision shall not be construed as relieving the Contractor from the sole responsibility for the care and protection of materials and work upon which payments have been made or the restoration of any damaged work. The making of Partial Payments does not waive the right of the City to require the fulfillment of all the terms of the Contract Documents.

Section 23 – City's Right to Withhold Certain Amounts and Make Applicable Thereof

The City holds the right to refuse any portion of any work on the Project due to quality. The Contractor may be required by the City to furnish from time to time, satisfactory evidence that all persons who have done work or furnished materials under this Contract, or may have suffered and claimed damage on account of the Contractor's operations, have been fully paid or secured, and in case such evidence is not furnished as aforesaid, the Owner may in addition to the portion of any estimate retained under the proceeding provisions of these Contract Documents, also withhold sufficient amount of any payment otherwise due to the Contractor to cover:

- a. Payments that may be past due or payable for just claims for labor or materials furnished in and about the performance of the work or for damages sustained under this Contract.
- b. For defective work not remedied as hereinbefore provided; and
- c. For failure of the Contractor to make proper payments to his Subcontractors.

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The City shall have the right to act as agent for the Contractor in disbursing such funds as have been withheld pursuant to his paragraph to the party of parties who are entitled to payment there from; and the City will render to the Contractor a proper accounting of all such finds disbursed in behalf of the Contractor, but it shall be understood and agreed that the City thereby assumes no obligations toward any claimant under this provision.

It is mutually agreed by and between the parties hereto that time is an essential part of this Contract; and if the Contractor shall fail to carry on the work with such force and in such manner and order, and as such points, that within the time set out in his Bid, the whole work shall not be performed including testing and restoration in accordance with the terms of these Contract Documents, the City may retain from the moneys that are, or which may become due said Contractor, the City's estimated daily cost of the completed work for each and every calendar day the completion of the work be delayed beyond the time specified herein for such completion; or such extensions thereto, as may be approved in writing by the City upon written request from the Contractor. The Contractor shall not be entitled to a bonus for early completion.

It is agreed by and between the parties hereto that inasmuch as expenses will be sustained by the City, in the event that said Contractor fails to perform the work herein specified within the time herein set forth; e.g., engineering expenses, interest charges, wages of personnel in the engineering and other department; salaries of inspectors, delay caused to other work by failure to perform this Contract, the sum per day for each working days delay shall be considered as liquidated damages and not as a penalty and shall become due said City as full payment for all such expenses sustained to it by the failure of said Contractor to complete the work as herein specified.

Section 24 – The Right of the City to Terminate Contract

In the event that any of the provisions of these Contract Documents are violated by the Contractor or any of his Subcontractors, the Owner may serve written notice upon the Contractor and the Surety, of his intention to terminate such Contract, such notices to contain the reasons for such intention to terminate the Contract, and unless within ten (10) days after the serving of such notice upon the Contractor such violation shall cease and satisfactory arrangements for corrections by made, the Contract shall, upon the expiration of said ten (10) days cease and terminate. In the event of any termination, the City shall immediately serve notice thereof upon the Surety and the Contractor, and the Surety shall have the right to take over and perform the Contract, provided, however, that if the Surety does not commence performance thereof within thirty (30) days from the date of the mailing to such Surety of Notice of Termination, the City may take over the work and prosecute same to completion by Contract for the amount and at the expense of the Contractor, and the Contractor and his Surety shall be liable to the Owner for any excess cost occasioned the City thereby, and in such event the city may take possession of and utilize the completing the work, such materials, appliances, and shop drawings as may be on the site of the work and necessary therefore.

In the event of termination, the Contractor shall immediately cease work and shall evacuate the Project without order of any court.

General Terms and Conditions

Section 25 – Other Contracts

The City reserves the right to allow other work or to enter into other Contracts for work or materials to be constructed or placed in or about the work therein described, and to order the starting and progress of such other Contracts at any time prior to the completion of this Contract. The Contractor for the work herein described agrees to allow the construction of or progress of the work under such other Contract, under such arrangements for the joint occupation of the site of the work as the Project Engineer may approve. The Contractor hereby waives any claim for damages or extra compensation by reason of any real or supposed interference with his work; but if, in the judgment of the Project Engineer, the joint occupation of the site of the work by two (2) or more Contractors working on different Contracts at the same time actually impedes progress of the work herein described, then, with the approval of the City, the time of completion of the work may be proportionately extended.

Section 26 – Suspension of Work

The City reserves the right to suspend the whole or any part of the work to be done hereunder, if it shall be deemed for the best interest of the City to do so, without compensation to the Contractor for such suspension other than extending the time for completing the work as much as it may have been delayed by such suspension.

Section 27 – No Waiver of Contract

Neither an extension of time for any reason beyond the date fixed herein for the completion of the Contract, nor the delivery and acceptance of the whole or any part of the work by the Project Engineer, not any possession taken by the City or employees, shall be deemed to be a waiver by the City of the right to abrogate this Contract for abandonment or delay in the manner therein provided.

Section 28 – Extension of Time

In case of the work being delayed due to acts of omission or commission on the part of the City or the interference or delay caused by other Contractors, the time for the completion of the Contract will be extended by the City, after request is made in writing by the Contractor; such an extension of time shall be no instance exceed the time actually lost to the Contractor by reason of such interference or delay.

Section 29 – Delays

The right of the Contractor to proceed shall not be terminated nor the Contractor charged with liquidated damages because of any delays in the completion of the work due to unforeseeable causes beyond the control and without the fault of negligence of the Contractor, including, but not restricted to acts of God, or of the public enemy, acts of the City, fires, floods, epidemics, quarantine restrictions., strikes, freight embargoes, and usually severe weather or delays of Subcontractors due to such causes, if the Contractor shall, within ten (10) days from the beginning of such delay (unless the City shall grant a further period of delay, who shall ascertain the facts and the extend of the delay and extend the time for completing the work when, in its judgment, the findings, of fact justify such an extension, and its findings of fact thereon shall be final and conclusive on the parties thereto.

General Terms and Conditions

Section 30 – No Estoppels

Neither the City nor his appointee shall be precluded or estopped by and return or certificate made or given by the City or his appointee under any provisions of this Contract, at any time (before the final completion certificate), showing the true and correct amount and character of the work done and materials furnished by the Contractor or any other person under this Contract, or that any such return or certificate is untrue and incorrect or improperly made in any particular, or that the work and materials, or any part thereof, do not, in fact, conform to the Contract Documents, and the City shall not be precluded or estopped, notwithstanding any such return or certificate and payment in accordance therewith, from demanding and recovering from the Contractor any damages which may be sustained by reason of his failure to comply with the Contract Documents.

The final inspection of the work covered by the Contract Documents shall not be binding or conclusive upon the City, if it subsequently appears that the Contractor has willfully or fraudulently or through collusion with the representative of the City in charge of the work, supplies inferior materials or workmanship, or has departed from the terms of the Contract Documents notwithstanding the acceptance of said work and the payment of the City of all estimates.

Section 31 – Guarantee of Work

The Contractor shall guarantee all the work for a period of one (1) year from the date of Final Payment, as written on said check, against defects resulting from the use of inferior materials, equipment or workmanship. This guarantee period shall be covered by the Performance Bond and Payment Bond as agreed upon between the City and the Contractor prior to the Final Payment of the work.

The Contractor will be required during the life of this guarantee to make all repairs or changes in the one (1) year guarantee period shall commence on the date Final Payment, as written on said check.

Section 32 – Retainer

The City shall retain ten percent (10%) of the total partial payments until the value of the work performed is one hundred percent (100%) complete.

Section 33 – Release of Claims

The Contractor shall deliver to the City, either prior to or concurrently with the Final Payment Request, the Contractor's affidavit listing all suppliers or material and all persons performing labor under and by virtue of this Contract. The Contractor shall also supply, at this time, release of liens form all material suppliers and all persons performing labor as listed in the Contractor's affidavit.

The Contractor will be responsible for obtaining from his Subcontractors, the affidavits and release of liens for the Subcontractor's portion of the work. The Subcontractor's affidavits and release of liens shall be made out jointly to the Contractor and City.

General Terms and Conditions

Section 34 – Final Inspection

The City Inspector shall make a final inspection upon completion of the work; and if all the work required to be done under the Contract is found acceptable as required by the Contract Documents, the Contractor shall proceed with the Final Payment Request.

Section 35 – Final Payment Request

The City will pay to the Contractor the total earned compensation as stated in the Final Payment Request, less all prior payments and advances, whatsoever, to or for the account of the Contractor and all amounts to be kept and retained under the provisions of these Contract Documents. All prior estimates and payments, including those relating to "Change Orders" shall be subject to correction by this Final Payment Request for payment of work included under these Contract Documents. The one (1) year guarantee period shall commence on the date of Final Payment, as written on said check.

Section 36 – Contract Release

The Contractor's acceptance of the Final Payment shall operate as, and shall be a release to the City, officials and agents thereof, from any and all claims and any liability to the Contractor for anything done or furnished for, or relating to or affecting the work under these Contract Documents, or for any act and neglect of the City or of any person relating to or arising out of the work. No payments, final or otherwise, shall operate to release the Contractor of his Sureties from any obligations under these Contract Documents.

Section 37 – Notice and Service Thereof

Where, in any of the Contract Documents there is any provision in respect to the giving of any notice, such notice shall be deemed to have been given; as to the City, when written notice shall be delivered to the City, or shall have been placed in the United States Mails addressed to the City at the place where the Bids or Bids for the Contract were opened; as to the Contractor, when a written notice shall be delivered to the chief representative of the Contractor at the site of the Project, or by mailing such written notice in the United States Mails addressed to the Contractor at the place stated in the papers prepared by him to accompany his Bid at the address of his permanent place of business, as to the Surety on the Performance Bond and Payment Bond, when a written notice is placed in the United States Mails addressed to the Surety at the home office of such Surety or to its agents who executed such Performance Bond and Payment Bonds in behalf of such Surety.

Section 38 – Legal Requirements

The intent of these Contract Documents is to include each and every provision of law and clause required by law to be inserted herein, and it shall be read and enforced as though they were included herein.

BIDDER/VENDOR PRE-QUALIFICATION DISCLOSURE STATEMENT

1. Bidder/Vendor Information

Name: LIGHT'S Enterprises, Inc
Type of Entity: Site & Demo Contractors
Contact Person: Michael D. LIGHT
Principal Office Address: 2000 W NewBuckley Rd, Ashland, KY 41102
Phone Number: 606-329-1119
E-mail Address for Contact Person: lightsenterprises@lightsenterprises.com
Federal Tax ID#: 61-1198456
If Corporation or Limited Liability Company, State of Incorporation Kentucky

2. Provide a description of your experience with significant projects of your company within the past five (5) years and provide contact information for the owner's representative for all such projects. CITY OF Ashland multiple demos
KDmc sitework and Demos

3. Provide documentation from projects during the past five years detailing timeliness of performance, quality of work, extension requests, findings, fines and penalties imposed and payment thereof, including liquidated damages, liens, history of claims for extra work, and contract defaults with explanations of same.
see #2

4. Have you ever failed to complete any job awarded to you? If so, indicate where and why.

NO

5. Have you ever defaulted on a contract? If so, indicate where and why.

NO

6. Has your company had any suspension or revocation of any professional licenses of any director, officer, owner or managerial employee to the extent that any such licensure is necessary to perform the work contemplated by the contract?

No X Yes _____ If yes, explain _____

7. List all directors, officers, project managers and superintendents of your company with names and addresses.

Michael D. LIGHT
704 Bellefonte Princess
Ashtland, KY 41101

8. Has your company been involved in litigation in which it has been named as a defendant or third-party defendant in an action involving a claim for personal injury or wrongful death arising from performance of work related to any project in which it has been engaged within the previous five years? If so, please include copies of all pleadings.

No X Yes _____ If yes, explain _____

9. Has your company been involved in litigation in which it was a Defendant or Third-Party Defendant in an action involving a breach of contract for failure to perform as contracted or within like manner.

No X Yes _____ If yes, explain _____

10. Has your company, any of its high-level management personnel, or any of its owners been convicted of a federal or state criminal offense, including embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion or receiving stolen property?

No X Yes _____ If yes, explain _____

11. Has your company, any of its high-level management personnel, or any of its owners been convicted of a criminal offense in connection with obtaining, attempting to obtain, and/or performing any public or private contract?

No X Yes _____ If yes, explain _____

12. Has your company, its officers, directors, owners and/or managerial employees been convicted or indicted for any crime within the past five years? This includes previous companies in which current principals of your company or subcontractors were affiliated.

No X Yes _____ If yes, explain _____

13. Has your company had a performance bond canceled or had a claim made on a performance bond over the previous five years?

No X Yes _____ If yes, explain _____

14. Does your company have a written substance abuse program that includes testing and treatment?

No _____ Yes X If yes, please provide a description of the same or a copy of the Table of Contents for that program.

see attached

15. Does your company have a written safety and health program that includes, but is not limited to training, inspections, safety meetings, accident investigation, job site compliance procedures and complaint procedures?

No _____ Yes X If yes, please provide a description or copies of the Table of Contents for written job site safety programs and current workers' compensation E-Mod factor.

see attached

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16. Please list all job site citations received within the past five years from OSHA, KYOSH, DOT and/or EPA. none

17. Please state whether the bidder or any officer, director, or management employees has been debarred or suspended by any federal, state or local government agency within the last five years. n/a

18. Please list your bank credit reference: Desco Fed CU

19. Will you, upon request, supply a detailed financial statement and furnish any other financial information that may be required by the City of Ashland?

No _____ Yes X

20. The undersigned hereby authorizes and requests any person, firm or corporation to furnish any information required by the City of Ashland in verification of the statements made comprising this State of Bidder's Qualifications.

Dated on this 23rd day of July, 2025.

LIGHT'S Enterprises, Inc
NAME OF BIDDER
[Signature]
BY
President
TITLE

STATE OF Kentucky

COUNTY OF Boyd

Michael D. Light, being duly sworn, deposes and
says that he/she is President of
LIGHT'S Enterprises, Inc (NAME OF ORGANIZATION) and that the
answers to the foregoing questions and all statements contained therein are true and correct.



Subscribed, sworn to and acknowledged before me this 23rd day of JULY,
20 25.



Robin Alan Marshall

NOTARY OF PUBLIC

My Commissioner expires: 3/25/2027

SUBCONTRACTOR LIST FOR PROJECT

Complete a full listing of all sub-contractors who will be working on this project.

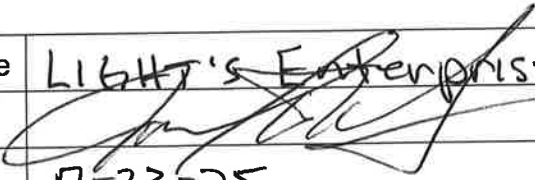
If there are no sub-contractors for this project, please specify "none".

GENERAL CONTRACTOR INFORMATION

Project Name:	351 Ringo St + 2724 Roberts Dr, Ashland, KY
Bid Submission Date:	7-24-25

SUBCONTRACTOR INFORMATION

Company Name	Federal Tax ID Number	Address	City	State	Zip	COA Use Only
NONE						

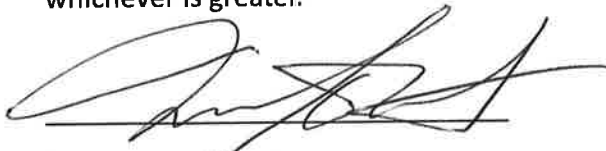
Contractor Company Name	LIGHT'S ENTERPRISES, Inc
Signature	
Date	7-23-25

City of Ashland
Community and Economic Development
1700 Greenup Avenue, Room 208
PO Box 1839
Ashland, KY 41105

Location:

BUILDING AFFIDAVIT PURSUANT TO KRS 198B.060 (010)

I, Michael D. LIGHT
representing LIGHT'S Enterprises, Inc
do hereby affirm, pursuant to KRS 198B.060 (010), that all contractors and subcontractors employed, or that will be employed, on any activity covered by the building permit for the above location issued to this applicant by the City of Ashland Department of Community and Economic Development shall be in compliance with the Commonwealth of Kentucky requirements for Workers Compensation Insurance (according to KRS Chapter 341). I also understand that failure to comply with KRS 198B.060 (010), upon such finding by a court of competent jurisdiction, shall result in fines, an amount not to exceed ten thousand dollars (\$10,000) or an amount equal to the sum of all uninsured and unsatisfied claims brought under the provisions of KRS 342 and unemployment insurance claims for which no wages were reported as required by KRS 341, whichever is greater.



Contractor's Signature

SUBSCRIBED AND SWORN to before me by above named applicant on this, the

23rd day of JULY, 20 25.



NOTARY PUBLIC

STATE AT LARGE

My Commission Expires: 3-25-2027

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF Kentucky COUNTY OF BOYD

Michael D. LIGHT, being first duly sworn, deposes and says that:
(1) ~~He~~ or She is

(OWNER) PARTNER, REPRESENTATIVE OR AGENT)
of LIGHT'S Enterprises, Inc., the bidder that has submitted
the attached bid;

(2) He or She is fully informed respecting the preparation and contents of the attached Bid and
of all pertinent circumstances respecting such Bid:

(3) Such Bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents or representatives,
employees or parties in interest, including the affinity has in any way colluded, conspired,
connived or agree, directly or indirectly with any other Bidder, firm, or person to submit a collusive
or sham Bid in connection with such Contract, or has in any manner, directly or indirectly, sought
by agreement or collusion or communication or conference with any other Bidder, firm, or person
to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit
or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any
collusion, conspiracy, connivance or unlawful agreement any advantage against the City of
Ashland or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any
collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its
agents, representatives, owners, employees or parties, including this affiant.

SIGNED [Signature]

TITLE President

Subscribed and sworn to before me this 23rd day of JULY, of this year 2025.

[Signature]
(NAME)

NOTARY
(TITLE)

MY COMMISSION EXPIRES: 3 - 25 - 27, 2027



RESPONSIBILITY FOR DAMAGE, CLAIMS, ETC.

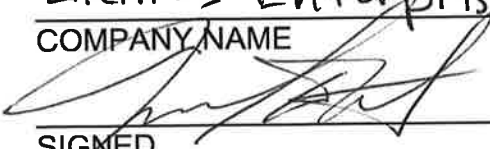
The Contractor shall indemnify and save harmless the City, the Engineer and sub consultants and all of their officers, agents and employees, from all claims, damages, losses and expenses including attorneys' fees of any character, name and description brought for, or on account of any injuries or damages received or sustained by any person, persons, or property by or from the said Contractor or by or in consequence of any neglect in safeguarding the Work or through the use of unacceptable materials used on construction or by or on account of any claims or amounts recovered from any infringement of patent, trademark or copyright, or from any claims or amounts arising or recovered under any law, ordinance, order, or decree, and so much of the money due the said Contractor under and by virtue of his Contract as shall be considered necessary by the City, or in case no money is due, his surety shall be held until such suit or suits, action or actions, claim or claims for injuries or damages as aforesaid, shall have been settled and suitable evidence to that effect furnished to the City. Contractor shall purchase public liability, workers compensation and automobile liability insurance, for the City's protection.

In any and all claims against the City or the Engineer, or any of their agents or employees, by any employee of the Contractor, and subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under Workmen's Compensation acts, disability benefit acts or other employee benefit acts.

The obligation of the Contractor under this paragraph shall not extend to the liability of the Engineer, his agents or employees arising out of the preparation or approval of maps, Drawings, opinions, reports, surveys, Change Orders, designs or Specifications.

LIGHT'S Enterprises, Inc

COMPANY NAME



SIGNED

President

TITLE

1-23-25

DATE

STATEMENT OF COMPLIANCE WITH NON-DISCRIMINATION REGULATIONS

The undersigned, as bidder, certifies that he/she and his/her company will not discriminate against any person regarding age, sex, race, religion, national origin or creed, in accordance with the President's Executive Order Numbers 11246 and 11375 and other appropriate Federal, Commonwealth of Kentucky and City of Ashland Rules, Regulations and Ordinances in effect at the time of bidding the particular goods or services called for in these Bid Documents.

The bidder also certifies that they do not and will not maintain or provide for their employees any facilities that are segregated and that they will make positive effort to use small and minority owned businesses in the performance of this contract.

COMPANY NAME Light's Enterprises, Inc
SIGNED [Signature]
TITLE President
DATE 7-23-25

CERTIFICATION OF BIDDER REGARDING NON-SEGREGATED FACILITIES

(To Be Executed by Bidder and Submitted with Bid)

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The bidder's attention is called to the clause entitled Equal Employment Opportunity of the General Conditions of the Contract for Construction.

"Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

By the submission of this bid, the bidder certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The bidder agrees that a breach of this certification is a violation of the Equal Employment Opportunity clause in the contract.

The bidder further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) prior to entering into subcontracts which exceed \$10,000 and are not exempt from the requirements of the Equal Employment Opportunity clause, it will obtain identical certifications from the proposed subcontractors; retain the certifications in its files; and forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

Notice to Prospective Subcontractors of Requirement for Certifications of Non-segregated Facilities

A Certification of Non-segregated Facilities must be submitted before the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Employment Opportunity clause of the prime contract. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

User Acknowledgement and Certification:

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.

Michael D. LIGHT

Authorized Applicant Name
(Print Full Name)



Authorized Applicant Signature

7-23-25

Date



CITY OF ASHLAND

BUSINESS LICENSE

NUMBER

000369

FEE PAID

\$100.00

BUSINESS LICENSE ID

EFFECTIVE

EXPIRES

BL-2025-12

01/01/2025

12/31/2025

LICENSEE:

Light's Enterprises, Inc.
P.O. Box 710
Ashland, KY 41105

AUTHORIZED SIGNATURE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/27/2025

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 THORNBURG INSURANCE AGENCY INC 2519 3rd Ave P O Box 2966 Huntington WV 25728	CONTACT NAME: Dawn Holley PHONE (A/C, No, Ext): (304) 697-7650 FAX (A/C, No): (304) 697-7699 E-MAIL ADDRESS: dholley@thornburgagency.com
INSURED Light's Enterprises, Inc. PO Box 710 Ashland KY 41101	INSURER(S) AFFORDING COVERAGE INSURER A: Cincinnati Specialty Under Ins INSURER B: Cincinnati Insurance Company INSURER C: CSU Producer Resources Inc INSURER D: Kentucky AGC/SIF INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER: 25/26 Master List

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	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:			CSU0259625	06/28/2025	06/28/2026	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 - COM/PO/AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY ☐ AUTOS ONLY			ENP0751001	06/28/2025	06/28/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	☒ UMBRELLA LIAB ☐ EXCESS LIAB DED ☐ RETENTION \$			CSR0003482 (over GL)	06/28/2025	06/28/2026	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
D	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	22596	01/01/2025	01/01/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 4,500,000 E.L. DISEASE - EA EMPLOYEE \$ 4,500,000 E.L. DISEASE - POLICY LIMIT \$ 4,500,000
B	Umbrella (over Auto) Inland Marine			ENP0751001	06/28/2025	06/28/2026	Each Occurrence \$1,000,000 Aggregate \$1,000,000 Leased & Rent \$100,000 Sch Eq INCL

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

Evidence of Insurance subject to policy terms, conditions, limitations and exclusions.

CERTIFICATE HOLDER

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

Dawn R. Holley

AIA[®] Document A310[™] – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)
Light's Enterprises, Inc.
PO Box 710
Ashland, KY 41105

SURETY:

(Name, legal status and principal place of business)
American Southern Insurance Company
One Metroplex Drive, Suite 400
Birmingham, AL 35209

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

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

OWNER:

(Name, legal status and address)
City of Ashland
1700 Greenup Avenue
Ashland, KY 41101

BOND AMOUNT: Ten Percent of Amount Bid Not to Exceed Five Hundred and No/100 Dollars (\$500.00)

PROJECT:

(Name, location or address, and Project number, if any)
Demolition of a Single Family Dwelling
2724 Roberts Drive, Ashland, KY 41101

Project Number, if any:

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 24th day of July, 2025.

Light's Enterprises, Inc.

(Principal)

(Seal)

(Witness)



(Witness)

(Title)

American Southern Insurance Company

(Surety)

(Seal)

(Title)

Stefan E. Tauger

, Attorney In Fact



AMERICAN SOUTHERN INSURANCE COMPANY

Home Office: 3715 Northside Parkway, NW
Suite 4-800
Atlanta, Georgia 30327

Mailing Address: P. O. Box 723030
Atlanta, GA 31139-0030

GENERAL POWER OF ATTORNEY

Know all men by these Presents, that the American Southern Insurance Company had made, constituted and appointed, and by these presents does make, constitute and appoint Stefan E. Tauger of Parker, Colorado; Scott E. Stoltzner of Hoover, Alabama; Arthur S. Johnson of Atlanta, Georgia; Jeffery L. Booth of Blacklick, Ohio; James E. Feldner of West Lake, Ohio; Melanie J. Stokes of Atlanta, Georgia; Jason S. Centrella of Jacksonville, Florida; or Omar G. Guerra of Overland Park, Kansas, EACH as its true and lawful attorney for it and its name, place and stead to execute on behalf of the said company, as surety, bonds, undertakings and contracts of suretyship to be given to all obligees provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount of the sum of \$1,000,000 (one million dollars), including but not limited to consents of surety for the release of retained percentages and/or final estimates on construction contracts or similar authority requested by the Department of Transportation, State of Florida; and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of the presents, shall be as binding upon the Company as if they had been duly signed by the President and attested by the Secretary of the Company in their own proper persons.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted pursuant to due authorization by the Executive Committee of the Board of Directors of the American Southern Insurance Company on the 26th day of May, 1998:

RESOLVED, that the Chairman, President or any Vice President of the Company be, and that each or any of them hereby is, authorized to execute Powers of Attorney qualifying the attorney named in the given Power of Attorney to execute in behalf of the American Southern Insurance Company bonds, undertakings and all contracts of suretyship; and that any Secretary or any Assistant Secretary be, and that each or any of them hereby is, authorized to attest the execution of any such Power of Attorney, and to attach thereto the seal of the Company.

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company when so affixed and in the future, with respect to any bond undertaking or contract of suretyship to which it is attached.

In Witness Whereof, the American Southern Insurance Company has caused its official seal to be hereto affixed, and these presents to be signed by its President and attested by its Secretary this 22nd day of June, 2023.

Attest:

American Southern Insurance Company

By:

Melanie A. Coppola, Secretary

By:

Scott G. Thompson, President



STATE OF GEORGIA

SS:

COUNTY OF FULTON

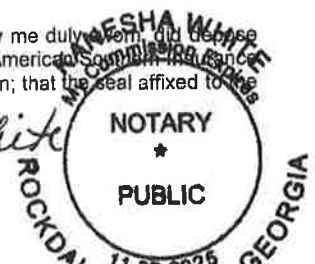
On this 22nd day of June, 2023, before me, personally came Scott G. Thompson to me known, who being by me duly sworn, did depose and say that he resides in Atlanta, in the County of Fulton, State of Georgia, at 421 Hollydale Court; that he is the President of American Southern Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed and that he signed his name thereto pursuant to due authorization.

STATE OF GEORGIA

SS:

COUNTY OF FULTON

Kanesha White
Notary Public, State of Georgia
Qualified in Rockdale County
Commission Expires November 7, 2025



I, the undersigned, a Vice President of American Southern Insurance Company, a Kansas Corporation, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and, furthermore, that the Resolution of the Executive Committee of the Board of Directors set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Atlanta, Dated the 24th day of July, 2025.

Power No. 56721

Robert H. Knight, Executive Vice President





Ernie Fletcher
GOVERNOR

OFFICE OF INSURANCE

CERTIFICATE OF AUTHORITY
Corrected

Satisfactory evidence has been furnished to me showing that **American Southern Insurance Company** organized in the State of **Kansas**, and having its principal office at **Topeka, Kansas**, is in sound and solvent condition, and has fully complied with all the provisions of the Insurance Laws of the Commonwealth of Kentucky that are applicable thereto. Now, therefore, on behalf of the Office of Insurance of the Commonwealth of Kentucky, I do hereby authorize the said insurance company to transact the business of **Property, Casualty (no limitations) and Surety Insurance** in this Commonwealth for the period beginning on the date shown below and to continue in force as long as the insurer is entitled thereto.

Glenn Jennings
Office of Insurance



This Certificate of Authority shall, at all times, be the property of the Commonwealth of Kentucky, and upon any expiration, suspension, revocation, or termination thereof, the insurer shall promptly deliver this Certificate to the Office of Insurance.

Certificate Number: 58-6016195

Date: February 10, 2004

Effective Date: June 2, 1999

American Southern Insurance Company
NAIC Company Code 10235
NAIC Group Code 587

Statutory Financial Statement

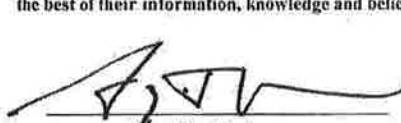
As of December 31, 2024

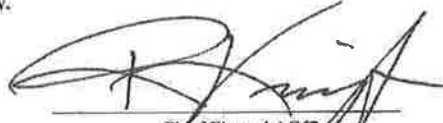
ASSETS		LIABILITIES	
Bonds	\$91,965,383	Reserve for Losses and Loss Expense	\$59,211,843
Stocks	16,590,025	Reserve for Unearned Premiums	28,758,084
Cash & Cash Equivalents	13,985,029	Reserve for Expenses, Taxes, Licenses and Fees	5,702,085
Agents Balances	16,820,246	Payable to Parents, Subsidiaries and Affiliates	273,203
Other Assets	6,188,012	Other Liabilities	3,933,310
		Total Liabilities	\$97,878,525
		POLICYHOLDERS'S SUPLUS	
		Capital Stock	3,000,000
		Surplus	44,670,170
		Total Policy holders' Surplus	47,670,170
Total Assets	\$145,548,695	Total Liabilities and Policyholders' Surplus	\$145,548,695

Bonds and stocks are valued in accordance with the basis adopted by the National Association of Insurance Commissioners (NAIC).

CERTIFICATE

The officers of this reporting entity being duly sworn, each depose and say that they are the described officers of said reporting entity, and that on the reporting period stated above, all of the herein described assets were the absolute property of the said reporting entity, free and clear from any liens or claims thereon, except as herein stated, and that this statement, together with related exhibits, schedules and explanations therein contained, annexed or referred to, is a full and true statement of all the assets and liabilities and of the condition and affairs of the said reporting entity as of the reporting period stated above, and of its income and deductions therefrom for the period ended, and have been completed in accordance with the NAIC Annual Statement Instructions and Accounting Practices and Procedures manual except to the extent that: (1) state law may differ; or, (2) that state rules or regulations require differences in reporting not related to accounting practices and procedures, according to the best of their information, knowledge and belief, respectively.


President


Chief Financial Officer

State of Georgia
County of Fulton

On the 27th day of February 2025, before me came the above named officers of the American Southern Insurance Company to me personally known to be the individuals and officers described herein, and acknowledge that they executed the foregoing instrument and affixed the seal of said company thereto by authority of their office.


Melonie Coppola, Notary Public
My Commission Expires, May 17, 2026





AIA Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)
Light's Enterprises, Inc.
PO Box 710
Ashland, KY 41105

SURETY:

(Name, legal status and principal place of business)
American Southern Insurance Company
One Metroplex Drive, Suite 400
Birmingham, AL 35209

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

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

OWNER:

(Name, legal status and address)
City of Ashland
1700 Greenup Avenue
Ashland, KY 41101

BOND AMOUNT: Ten Percent of Amount Bid Not to Exceed One Thousand Four Hundred and No/100 Dollars (\$1,400.00)

PROJECT:

(Name, location or address, and Project number, if any)
Demolition of a Single Family Dwelling
351 Ringo Street, Ashland, KY 41101

Project Number, if any:

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 24th day of July, 2025

Light's Enterprises, Inc.

(Principal)

(Seal)

(Witness)

(Title)

American Southern Insurance Company

(Surety)

(Seal)

(Witness)

, Attorney In Fact

Stefan E. Tauger



AMERICAN SOUTHERN INSURANCE COMPANY

Home Office: 3715 Northside Parkway, NW
Suite 4-800
Atlanta, Georgia 30327

Mailing Address: P. O. Box 723030
Atlanta, GA 31139-0030

GENERAL POWER OF ATTORNEY

Know all men by these Presents, that the American Southern Insurance Company had made, constituted and appointed, and by these presents does make, constitute and appoint Stefan E. Tauger of Parker, Colorado; Scott E. Stoltzner of Hoover, Alabama; Arthur S. Johnson of Atlanta, Georgia; Jeffery L. Booth of Blacklick, Ohio; James E. Feldner of West Lake, Ohio; Melanie J. Stokes of Atlanta, Georgia; Jason S. Centrella of Jacksonville, Florida; or Omar G. Guerra of Overland Park, Kansas, EACH as its true and lawful attorney for it and its name, place and stead to execute on behalf of the said company, as surety, bonds, undertakings and contracts of suretyship to be given to all obligees provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount of the sum of \$1,000,000 (one million dollars), including but not limited to consents of surety for the release of retained percentages and/or final estimates on construction contracts or similar authority requested by the Department of Transportation, State of Florida; and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of the presents, shall be as binding upon the Company as if they had been duly signed by the President and attested by the Secretary of the Company in their own proper persons.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted pursuant to due authorization by the Executive Committee of the Board of Directors of the American Southern Insurance Company on the 26th day of May, 1998:

RESOLVED, that the Chairman, President or any Vice President of the Company be, and that each or any of them hereby is, authorized to execute Powers of Attorney qualifying the attorney named in the given Power of Attorney to execute in behalf of the American Southern Insurance Company bonds, undertakings and all contracts of suretyship; and that any Secretary or any Assistant Secretary be, and that each or any of them hereby is, authorized to attest the execution of any such Power of Attorney, and to attach thereto the seal of the Company.

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company when so affixed and in the future, with respect to any bond undertaking or contract of suretyship to which it is attached.

In Witness Whereof, the American Southern Insurance Company has caused its official seal to be hereto affixed, and these presents to be signed by its President and attested by its Secretary this 22nd day of June, 2023.

Attest:

American Southern Insurance Company

By:

Melanie A. Coppola, Secretary

By:

Scott G. Thompson, President



STATE OF GEORGIA

SS:

COUNTY OF FULTON

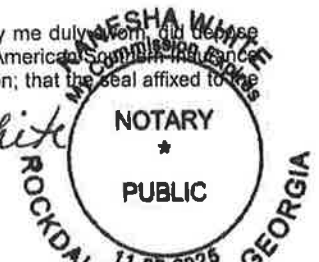
On this 22nd day of June, 2023, before me, personally came Scott G. Thompson to me known, who being by me duly sworn, did depose and say that he resides in Atlanta, in the County of Fulton, State of Georgia, at 421 Hollydale Court; that he is the President of American Southern Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed and that he signed his name thereto pursuant to due authorization.

STATE OF GEORGIA

SS:

COUNTY OF FULTON

Kanesha White
Notary Public, State of Georgia
Qualified in Rockdale County
Commission Expires November 7, 2025



I, the undersigned, a Vice President of American Southern Insurance Company, a Kansas Corporation, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and, furthermore, that the Resolution of the Executive Committee of the Board of Directors set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Atlanta, Dated the 24th day of July, 2025.

Power No. 56722

Robert H. Knight, Executive Vice President





Ernie Fletcher
GOVERNOR

OFFICE OF INSURANCE

CERTIFICATE OF AUTHORITY
Corrected

Satisfactory evidence has been furnished to me showing that **American Southern Insurance Company** organized in the State of **Kansas**, and having its principal office at **Topeka, Kansas**, is in sound and solvent condition, and has fully complied with all the provisions of the Insurance Laws of the Commonwealth of Kentucky that are applicable thereto. Now, therefore, on behalf of the Office of Insurance of the Commonwealth of Kentucky, I do hereby authorize the said insurance company to transact the business of **Property, Casualty (no limitations) and Surety Insurance** in this Commonwealth for the period beginning on the date shown below and to continue in force as long as the insurer is entitled thereto.

Glenn Jennings
Office of Insurance



This Certificate of Authority shall, at all times, be the property of the Commonwealth of Kentucky, and upon any expiration, suspension, revocation, or termination thereof, the insurer shall promptly deliver this Certificate to the Office of Insurance.

Certificate Number: 58-6016195

Date: February 10, 2004

Effective Date: June 2, 1999

American Southern Insurance Company
NAIC Company Code 10235
NAIC Group Code 587

Statutory Financial Statement

As of December 31, 2024

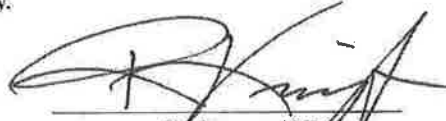
ASSETS		LIABILITIES	
Bonds	\$91,965,383	Reserve for Losses and Loss Expense	\$59,211,843
Stocks	16,590,025	Reserve for Unearned Premiums	28,758,084
Cash & Cash Equivalents	13,985,029	Reserve for Expenses, Taxes, Licenses and Fees	5,702,085
Agents Balances	16,820,246	Payable to Parents, Subsidiaries and Affiliates	273,203
Other Assets	6,188,012	Other Liabilities	3,933,310
		Total Liabilities	\$97,878,525
		POLICYHOLDERS'S SUPLUS	
		Capital Stock	3,000,000
		Surplus	44,670,170
		Total Policy holders' Surplus	47,670,170
Total Assets	\$145,548,695	Total Liabilities and Policyholders' Surplus	\$145,548,695

Bonds and stocks are valued in accordance with the basis adopted by the National Association of Insurance Commissioners (NAIC).

CERTIFICATE

The officers of this reporting entity being duly sworn, each depose and say that they are the described officers of said reporting entity, and that on the reporting period stated above, all of the herein described assets were the absolute property of the said reporting entity, free and clear from any liens or claims thereon, except as herein stated, and that this statement, together with related exhibits, schedules and explanations therein contained, annexed or referred to, is a full and true statement of all the assets and liabilities and of the condition and affairs of the said reporting entity as of the reporting period stated above, and of its income and deductions therefrom for the period ended, and have been completed in accordance with the NAIC Annual Statement Instructions and Accounting Practices and Procedures manual except to the extent that: (1) state law may differ; or, (2) that state rules or regulations require differences in reporting not related to accounting practices and procedures, according to the best of their information, knowledge and belief, respectively.


President


Chief Financial Officer

State of Georgia
County of Fulton

On the 27th day of February 2025, before me came the above named officers of the American Southern Insurance Company to me personally known to be the individuals and officers described herein, and acknowledge that they executed the foregoing instrument and affixed the seal of said company thereto by authority of their office.


Melonie Coppola, Notary Public
My Commission Expires, May 17, 2026







AGENDA ITEM: _____

DATE: _____

**CITY OF ASHLAND
REQUEST FOR COMMISSION ACTION (RCA)**

Date Submitted: 11/26/25	Date Requested: 12/11/25
Type of Action Requested	Subject
☐ Resolution ☐ Ordinance ☐ Formal Action/Motion ☐ Public Hearing ☒ Consent Agenda	Demolition of 4748 Boyd Street

RECOMMENDATION:

The Department of Community and Economic Development requests approval to pay invoice 2397 in the amount of \$5,900.00 to Light's Enterprises, Inc. for the demolition of all structures located at 4748 Boyd Street, Ashland, KY 41101.

DISCUSSION:

This demolition is paid by the General Fund.

FISCAL IMPACT:

Budget = \$200,000

Demolition \$5,900.00; Title Search \$550.00; Asbestos Survey \$705.00; Asbestos Abatement \$826.36;
Public Notices \$663.60; Postage \$18.50; Total \$8,663.46.

Reviewed by
Finance Director: _____

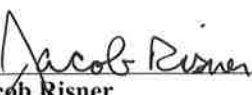
Reviewed by
Legal: _____

ALTERNATIVES:

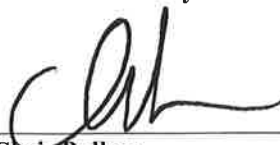
Prepared by:

Recommended by:

Approved by:



Jacob Risner
Grant Administrator



Chris Pullem
CED Director

Tony Grubb
City Manager



City of Ashland Check Request

Payable to: Light's Enterprises \$ 5,900.00
PO Box 710
Ashland, KY 41105

Purpose: Demolition of 4748 Boyd Street

Vendor Number: 469000 Invoice Number: _____

Account Number: 101-4101-3103 Project Number: _____

Instructions: Consent Agenda 12/11/25

Requested by: Jacob Bisher Date: 11-26-25

Approved by: CH Date: 12-1-25

Check requests cannot be processed without appropriate documentation. Please allow five (5) business days for check processing. All checks will be mailed by the Finance Dept. unless special instructions are given.

INVOICE

Light's Enterprises, Inc
PO Box 710
Ashland, KY 41105

lightsenterprises@lightsenterprises.com
+1 (606) 329-1119



Bill to

City of Ashland
Attn: Accts Payable
P.O. Box 1839
Ashland, KY 41105

Ship to

City of Ashland
Attn: Accts Payable
P.O. Box 1839
Ashland, KY 41105

Invoice details

Invoice no.: 2397
Terms: Net 15
Invoice date: 11/25/2025
Due date: 12/10/2025

#	Date	Product or service	Description	Qty	Rate	Amount
1.		Demolition	Demolition of a Single Family Dwelling located at: 4748 Boyd Street, Ashland, Kentucky	1	\$5,900.00	\$5,900.00
Total						\$5,900.00

ORDINANCE NO. 144, 2025

AN ORDINANCE OF THE CITY OF ASHLAND, KENTUCKY, AUTHORIZING AND DIRECTING CHUCK D. CHARLES, MAYOR, TO EXECUTE A CONTRACT WITH LIGHT'S ENTERPRISES, INC. FOR THE PURCHASE OF ALL LABOR, MATERIALS, EQUIPMENT AND SERVICES FOR THE DEMOLITION AND REMOVAL OF ALL DEBRIS OF 4748 BOYD STREET IN THE AMOUNT OF \$5,900.00 FOR THE DEPARTMENT OF COMMUNITY AND ECONOMIC DEVELOPMENT TO BE PAID FROM THE GENERAL FUND.

* * * * *

BE IT ORDAINED BY THE CITY OF ASHLAND, KENTUCKY:

SECTION 1. That Chuck D. Charles, Mayor of the City of Ashland, Kentucky be, and he is hereby authorized and directed to execute a contract between the City of Ashland, Kentucky and Light's Enterprises, Inc. for the purchase of all labor, materials, equipment and services for the demolition and removal of all debris of certain property located at 4748 Boyd Street located in the City of Ashland for their total bid amount of \$5,900.00. A copy of said contract is attached hereto and made a part hereof by reference.

SECTION 2. All ordinances and parts of ordinances in conflict herewith, to the extent of such conflict only, are hereby repealed.

SECTION 3. This ordinance shall be in full force and effect from and after its adoption, readoption, and publication, as required by law.

SECTION 4. It is hereby authorized that publication of this ordinance be in summary form.


MAYOR

ATTEST:


CITY CLERK

ADOPTED BY THE BOARD OF COMMISSIONERS: September 9, 2025
READOPTED BY THE BOARD OF COMMISSIONERS: September 16, 2025
PUBLISHED: _____

REQUESTED/SPONSORED BY: CHRIS PULLEM, DIRECTOR
COMMUNITY & ECONOMIC DEVELOPMENT

Demolition of 4748 Boyd Street

THIS CONTRACT, made and entered on this day, 9-16-25, by and between the **CITY OF ASHLAND, KENTUCKY**, a Municipal Corporation, hereinafter known as the **CITY**, acting by and through its Mayor, Chuck Charles, duly authorized thereunto, and Light's Enterprises, Inc., party of the second part, hereinafter known as the **COMPANY**.

WITNESSETH: That for and in consideration of the unit prices as listed on the bid form attached hereto to be paid by the **CITY** to the **COMPANY** as hereinafter contained and set forth, and in further consideration of the mutual covenants and agreements hereinafter contained and set forth, the **COMPANY** has agreed and does by these presents, hereby covenant, agree and bind itself to furnish and perform to and for the **CITY** all necessary supervision, labor, material, tools, equipment, services, and all facilities required for the completion of this Contract for the City of Ashland, Department of Community and Economic Development, all in accordance with the Bid of the **COMPANY** dated August 27, 2025. Said specifications and Bid Form are attached hereto and made part of this Contract to all intents and purposes as though set out at length in words and figures herein.

Demolition of 4748 Boyd Street

IN TESTIMONY OF ALL WHICH, the said **CITY** has caused its Corporate Name to be affixed by (Insert Mayor's Name), attested by Susan Maddix, City Clerk, and its Corporate Seal to be hereunto affixed, and the **COMPANY** has caused its Corporate Name to be hereunto subscribed by its _____, in duplicate original copies, each party taking a copy, this the day _____ (TITLE) and date first written. This contract will be in effect for up to one year from the signing date.

CITY OF ASHLAND, KENTUCKY

BY Chuck Charles

Chuck Charles, MAYOR

ATTEST Susan Maddix

SUSAN MADDIX, CITY CLERK

Light's Enterprises, Inc.

BY Freddie Marshall

TITLE CONTROLLER

Date 10-31-25

Bid Form

The City of Ashland is seeking proposals for the purchase of all labor, materials, and equipment for the removal and disposal of all structures from the properties listed below. Sealed bids will be received until 3:00 p.m. on Thursday, **August 28, 2025** in the City Clerk's Office, 1700 Greenup Avenue, Room 403, Ashland, KY 41101. Bids will be opened and read publicly at 3:05 p.m. on Thursday, **August 28, 2025** in the Commissioners' Chambers, 1700 Greenup Avenue, Room 308, Ashland, KY 41101.

- 924 Prospect Avenue
- 934 Prospect Avenue
- 4748 Boyd Street

Asbestos survey and abatement, if necessary, will be completed by the City of Ashland prior to demolition.

Having carefully examined the site(s) of the proposed work and being fully informed in regard to the conditions to be met in the work, and having read and examined the Information for Bidders, Form of Proposal, Standard General Conditions of the Contract for Construction, Supplemental General Conditions, Detail Specifications, Contract Forms and Plans pertaining to this work, all of which the Bidder considers a part of this Proposal, and having had all questions or apparent discrepancies fully cleared up, the undersigned proposes to furnish all labor, materials, and equipment required to perform the work described above in accordance with the contract documents within sixty (60) consecutive days from the Notice to Proceed at the lump sum price stated below. The Bidder agrees that this bid shall be good and may not be withdrawn for a period of sixty (60) days after the actual date of opening.

The City of Ashland, through its City Manager and Director of Community and Economic Development, reserves the right to accept or reject all or any part of the bid should it be deemed in the best interest of the City of Ashland.

Name of Bidder Light's Enterprises, Inc Telephone 606-329-1119
Address 2000 W New Buckleey Rd. Ashland, Ky 41102
Email lightsenterprises@lightsenterprises.com FEIN 61-1198456 UEI Number 003458-781A-3
Signature [Signature] Date 8-27-25
Printed Name Michael D Light Title President

924 Prospect Avenue	\$ 22,450 ⁰⁰
934 Prospect Avenue	\$ 22,450 ⁰⁰
4748 Boyd Street	\$ 5,900 ⁰⁰
Total	\$ 50,800 ⁰⁰

Contracts will be awarded separately for each location listed above.

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DEMOLITION BID REQUEST

The City of Ashland is currently accepting written bids for the removal of all structures at 924 Prospect Avenue, Ashland, KY 41101. Specifications and requirements may be obtained by contacting Jacob Risner, Program and Grant Administrator, at (606) 268-0541, jrisner@ashlandky.gov, or in person during regular business hours at the Ashland City Building, 1700 Greenup Avenue, Room 208, Ashland, KY 41101. Sealed bids will be received until 3:00 p.m. on Thursday, August 28, 2025 in the City Clerk's Office on the fourth floor of the Ashland City Building, 1700 Greenup Avenue, Room 403, Ashland, KY 41101. Bids will be opened and read publicly at 3:05 p.m. on Thursday, August 28, 2025 in the Commissioners' Chambers on the third floor of the Ashland City Building, 1700 Greenup Avenue, Room 308, Ashland, KY 41101.

DEMOLITION BID REQUEST

The City of Ashland is currently accepting written bids for the removal of all structures at 934 Prospect Avenue, Ashland, KY 41101. Specifications and requirements may be obtained by contacting Jacob Risner, Program and Grant Administrator, at (606) 268-0541, jrisner@ashlandky.gov, or in person during regular business hours at the Ashland City Building, 1700 Greenup Avenue, Room 208, Ashland, KY 41101. Sealed bids will be received until 3:00 p.m. on Thursday, August 28, 2025 in the City Clerk's Office on the fourth floor of the Ashland City Building, 1700 Greenup Avenue, Room 403, Ashland, KY 41101. Bids will be opened and read publicly at 3:05 p.m. on Thursday, August 28, 2025 in the Commissioners' Chambers on the third floor of the Ashland City Building, 1700 Greenup Avenue, Room 308, Ashland, KY 41101.

DEMOLITION BID REQUEST

The City of Ashland is currently accepting written bids for the removal of all structures at 4748 Boyd Street, Ashland, KY 41101. Specifications and requirements may be obtained by contacting Jacob Risner, Program and Grant Administrator, at (606) 268-0541, jrisner@ashlandky.gov, or in person during regular business hours at the Ashland City Building, 1700 Greenup Avenue, Room 208, Ashland, KY 41101. Sealed bids will be received until 3:00 p.m. on Thursday, August 28, 2025 in the City Clerk's Office on the fourth floor of the Ashland City Building, 1700 Greenup Avenue, Room 403, Ashland, KY 41101. Bids will be opened and read publicly at 3:05 p.m. on Thursday, August 28, 2025 in the Commissioners' Chambers on the third floor of the Ashland City Building, 1700 Greenup Avenue, Room 308, Ashland, KY 41101.

REQUIRED ATTACHMENTS

The following items must be filled out completely and attached to this bid form. Failure to attach these required items will be considered non-responsive.

1. Bid packet in its entirety. All pages must be submitted with the bid.
2. Bidder Pre-Qualification Disclosure Statement
3. Copy of City of Ashland Business Privilege License or Application
4. Original Certificate of Insurance as Described in the General Conditions
5. Subcontractor List
6. Building Affidavit Pursuant to KRS 198B.060 (010)
7. Non-Collusion Affidavit
8. Responsibility for Damages, Claims, Etc.
9. Statement of Compliance with Non-Discrimination Regulations
10. Certification of Bidder Regarding Non-Segregated Facilities
11. Bid Bond or Certified Check for 10% of Total Bid

Work Specifications

All buildings and structures shall be torn down in accordance with the best practices of the trade; all local ordinances and regulations concerning such work; and the Kentucky Building Code. All fences, walls, sheds, garages, blacktop, foundation, and other encumbrances upon or within the lot shall be removed by the contractor as directed by the City of Ashland. Any resulting holes, excavations, or other hazards to the public shall be removed by the contractor, except as specified by the City of Ashland, before the work will be considered complete. Removal of such items shall be included in the lump sum bid for the demolition of the structure(s). The use of explosives to perform the work under this specification is strictly prohibited. Additionally, the City of Ashland assumes no responsibility for the condition of the existing buildings and structures.

Asbestos survey and abatement, if necessary, will be completed by the City of Ashland prior to demolition.

All property lines, fences, walls, or other items jointly-owned with the adjacent property owners shall remain in place unless otherwise directed.

All walls, foundations, footings, supports, and masonry shall be removed to the surface elevation of adjoining ground unless otherwise specified by the City of Ashland. Concrete slabs, retaining walls, driveways, stairs, handrails, sidewalks (between street sidewalk and house), garages, outbuildings, sheds, carports, tires, tanks, pipe, wire, blacktop, etc. shall be removed unless otherwise specified by the City of Ashland. Basement walls abutting sidewalks, streets, and alleys may remain in place in order to prevent the undermining of the sidewalks, streets, and alleys. Basement or cellar floors shall be broken up sufficiently to permit proper drainage. Remaining basements shall be filled to the ground level with non-combustible materials. Construction or fill shall not be started until the area has been inspected and approved by the City of Ashland or its authorized representative. Fill material shall be Dense Graded Aggregate (DGA) and shall be free from frost, stumps, trees, roots, and muck. Fill material shall not be placed on muddy or frozen ground and such fill shall be thoroughly compacted. Fill material in the top twelve (12) inches shall be of earth. The entire surface shall be brought to rough grade within a tolerance of three (3) inches, more or less, unless otherwise indicated by the City of Ashland. The entire site shall be left in a rake clean condition. The contractor shall enact erosion control measures, such as grass seed and straw, silt fence, etc., as deemed necessary by the City of Ashland's Department of Engineering. Hollow spaces under sidewalks shall be filled if exposed, and any openings or damage to sidewalks shall be replaced with concrete to City of Ashland specifications.

When each building is in the process of being taken down, the immediate surrounding area shall be adequately protected by barricades and/or walk-through acceptable to the City inspector. All sidewalks adjacent to the demolition site shall be cleared of debris and maintained in a broom-swept condition during non-working hours. All excavations shall be backfilled with non-combustible materials and shall be thoroughly compacted. Prior to final inspections, the contractor shall remove all signs from the demolition area.

It shall be the responsibility of the contractor to verify that utility service lines have been disconnected and, if necessary, shall arrange for any disconnection at the meters or supply lines and for the capping of such lines by the proper utility company. The contractor shall remove the water line to the service meter and the gas line to the property line. All sewer connections to the buildings being demolished shall be properly sealed in accordance with City procedures and under proper City inspection.

Work Specifications

All rubbish and debris found on the site at the start of work and that resulting from demolition operations shall be removed from the site and disposed of by the contractor. Contractor must comply with all state and federal waste disposal laws and regulations. When properties are approved for demolition, program recipients must ensure that the demolition waste is properly disposed of at a permitted/licensed sanitary landfill. Landfill disposal receipts must be submitted prior to payment.

The contractor shall be responsible for contacting the Boyd County Regional Public Safety Communication Center at (606) 329-9911 stating the type of work, location, and duration.

The contractor, in executing the work on this project, shall not unnecessarily impede or interfere with traffic on public highways or streets, and the City of Ashland shall be the sole judge as to what constitutes unnecessary interference with traffic, or as to what constitutes a hazard in traffic. A sufficient number of warning lights shall be placed to protect the public from damage and injury. The contractor shall be held responsible for all damages and injury resulting from this work. Should the contractor fail or refuse to comply with all of the safety provisions to follow, in relation to the manner, method, or sequence of work performance, work under the contract shall be ordered to stop by the City's building inspector, project manager, and/or the Director of Community and Economic Development and shall not proceed until full compliance has been assured.

The contractor shall take all precautions necessary to prevent damage and injury and shall assume full responsibility for any damage to adjacent property and buildings and injury to persons. All materials, equipment, and tools shall be neatly stored or piled on the lot in such a manner as not to interfere with the rights and privileges of the adjacent property owners. Before beginning demolition, property shall be checked for persons and personal property, and any questions regarding it shall be directed to the City of Ashland. Water hoses must be available to aid in elimination of dust caused by demolition activities. Effort shall be made to keep surrounding streets clear of dust, dirt, and debris. The contractor shall shore up, brace, underpin, secure, and protect, as may be necessary, all walls and other parts of existing structures adjacent to, adjoining, and in the vicinity of the site, which may be in any way affected by the operations connected with the demolition and site clearance operation. The contractor shall indemnify and save property from loss or damages pertaining thereto. All walls to adjoining buildings shall be left structurally sound and with an acceptable appearance to match existing walls to the remaining building. All loose masonry shall be re-mortared; all joist pockets shall be filled; etc.

The contractor shall be responsible for all damages to persons or property that occur as a result of his/her fault or negligence in connection with the prosecution of the work and shall be responsible for the proper care and protection of all work performed until full completion and final acceptance by the City of Ashland. Machinery, equipment, and all hazards shall be guarded in accordance with the safety provisions of the "Manual of Accident Prevention in Construction" published by the Associated General Contractors of America, Inc. to the extent that such provisions are not in conflict with applicable local laws.

The contractor shall carry Workers Compensation Insurance for all employees and those of his/her subcontractors engaged in work at the site in accordance with the Commonwealth of Kentucky's Workers Compensation Laws. The contractor shall take out and maintain during the life of the contract such public liability (bodily injury and property damage) insurance as shall protect him/her and any subcontractor performing work covered by the contract from claims for damages for personal injury, including accidental death, as well as claims for property damage, which may arise from operations under the contract, whether such operations be by him/herself or by any subcontractor or by anyone directly or indirectly

Work Specifications

employed by either of them. The contractor shall maintain coverage of these types and in the amounts specified next and listing the City of Ashland as an additional insured as its interest may appear. The amount of insurance for bodily injury is \$100,000.00 per person and \$300,000.00 per accident. The amount of insurance for property damage liability is \$30,000.00 per accident and an aggregate liability of \$100,000.00.

The contractor shall demolish all buildings and structures as specified in these specifications. Upon demolition, such buildings, structures, or the remains thereof shall become the property of the contractor, except that personal property of third persons or of the occupants of such building shall not become the property of the contractor. Storage of salvage materials and equipment of the project area will be permitted only for the duration of the contract, and such storage shall at no time interfere with activities of the City of Ashland.

The City of Ashland shall have the right to inspect the work at all times and at the completion thereof. The City of Ashland may terminate this agreement at any time without liability, except for payment of amounts to which it reasonably believes the contractor is properly entitled, if the City believes the contractor has not fully satisfied any of the terms and conditions. In the event of such termination, the contractor shall immediately cease work and shall evacuate the premises without order of any court.

The contractor shall obtain a demolition permit for each piece of property awarded prior to beginning any work. Demolition permits can be obtained from the Department of Community and Economic Development, 1700 Greenup Avenue, Room 208, Ashland, KY 41101, or call (606) 385-3317.

The contractor shall obtain an erosion control permit for each piece of property awarded prior to beginning any work. Erosion control permits can be obtained from the City of Ashland's Department of Engineering, 1700 Greenup Avenue, Room 408, Ashland, KY 41101, or call (606) 385-3332.

The contractor shall hold a current Business License and Occupational License Fee account to do business in the City of Ashland. A copy of the current business license or a completed business license application must be attached to the bid.

General Terms and Conditions

Failure to comply with any of the General Terms and Conditions herein can result in payment delays or in termination of the contract.

Section 1 – General Instructions and Requirements

Prior to any construction, the project site will be reviewed by the City's inspector, a representative of the contractor, and if needed, the residents/employees affected. Questions concerning the project will be addressed prior to construction, and a dialogue will be maintained between the City and the contractor to address problems that occur during construction. This will be done on a project-by-project basis.

It is understood by all concerned that the apparent silence of the specifications as to any detail, or the apparent omission of a detailed description concerning any project, shall be regarded as meaning that only the best general practice is to prevail and that only material and workmanship of the first quality is to be used. All interpretations of these specifications shall be made on this basis.

Every effort should be made by the contractor that all work be completed by the same field supervisor for the duration of the project to ensure consistent finished product and craftsmanship. The City will also request only one point of contact for job details, planning, field decisions, and project reviews.

The contractor shall take all necessary precautions during the construction operations to prevent damage to any existing underground utilities. Any damage to these structures caused by the contractor's operations or equipment shall be repaired or replaced by the contractor at his/her own expense.

The contractor shall, at all times, keep the premises free from accumulation of waste materials or rubbish in and about the area, and all tools, debris, and surplus materials shall be removed from the site. Debris and rubbish from the construction operation shall not be dumped on the City's property but shall be removed and disposed of by the contractor.

Before acceptance and final payment is approved, the right-of-way and all ground occupied by the contractor in connection with the work shall be cleared of all rubbish and excess materials. The contractor shall restore, in an acceptable manner, all property, both public and private, which may have been damaged in the process of completing the project, and all property shall be left in a neat and presentable condition. All equipment shall be removed from the right-of-way.

Materials removed for this contract are to be properly disposed of by the contractor. This is the contractor's property. If this is used as fill on private property, this is an agreement between the contractor and the property owner. The City is not responsible for this material. Disposal of materials will be subject to the guidelines set by the Kentucky Department for Environmental Protection.

Invoices will be taken to the City's Program and Grant Administrator by a representative of the contractor. A copy will be sent to the contractor for preparation of the invoice. The invoice will be checked with the City's copy. Problems noted with the project will need to be corrected prior to the approval of this invoice.

The only payments to be made by the City to the contractor shall be for those items of work performed as specified herein and at the unit prices bid by the contractor.

General Terms and Conditions

The City holds the right to refuse any portion of any project due to the quality of work.

Section 2 – Clarification of Contract Documents

If any person, firm, partnership, or corporation who contemplates submitting a Bid for this Project is in doubt as to the true meaning of any part of the Contract Documents, he may submit to the Project Architect, a written request for a clarification thereof, and the person, firm, partnership, or corporation submitting the request shall be responsible for its prompt delivery. Clarification of these Contract Documents will not be made except through written communication duly issued by the Project Architect to the person, firm partnership, or corporation submitting the request, provided that a sufficient period of time is available for the issuance of such a communication prior to the receipt of Bids.

Section 3 – Conflict of Interest

No officer, employee, or member of the governing body of the City who exercises any function or responsibility in connection with the carrying out of this Project shall have any private interest, direct or indirect, with the Contract.

Section 4 – Personal Examination

Contractors are required to satisfy themselves by personal examination of the Contract Documents and investigation at the site of the Project as to the conditions existing and the difficulties likely to be encountered in the construction of the Project.

No pleas of ignorance of conditions that exist or that may hereafter exist, or of conditions or difficulties that may be encountered in the execution of the work as the result of failure to make such examination and investigation, will be accepted as an excuse for any failure or omission on the part of the Contractor to fulfill in every respect, all the requirements of the Contract, nor will the same be accepted as a basis for any claim whatsoever for extra compensation or for an extension of time.

Section 5 – Statement of Quantities

The estimate of quantities of work, if included in the Bid, is approximate only, and will not become the basis for calculating the final payment for the work. However, the estimated quantities shall be used by the City in calculating the total amount of the Bid for comparison of Bids.

Section 6 – Amendments and Withdrawals of Bids

Amendments or withdrawals of Bids received later than the time and date of the Bid Opening will not be considered and will be returned unopened to the Contractor.
Faxed or emailed bids will not be considered, no exceptions.

Section 7 – Security, Preparation and Submission of Bids

Bids shall be submitted on the Bid Forms enclosed in the Bid Packet. Bid Forms shall not be altered in any way. Altered Bids will not be accepted unless specifically called for in the Bid Packet. Erasures or changes in a Bid must be explained or noted over the signature of the Contractor. Bids containing any conditions,

General Terms and Conditions

omissions, unexplained erasures, alteration of forms, or irregularities of any kind may be rejected by the City; however, the City reserves the right to accept or to reject any or all Bids and to waive defects or technicalities as may deem in the best interest of the City.

All forms included in the Bid Packet shall be filled out completely and returned with the Bid. The entire Bid Packet must be submitted. It is recommended that Contractor keep a copy of the Bid Packet as submitted.

Bids shall be submitted in the Contractor's complete business name and shall be fully executed and signed by the Contractor or an authorized representative of the Contractor and signature shall be considered that the Contractor has agreed to the acceptance and will comply with all terms and conditions contained and set out in the Bid Packet and Contract Documents. All signatures shall be original. Copies of the Bid or stamped signature(s) on Bid will be considered non-responsive and shall result in the rejection of the Bid.

All Bids shall be accompanied by a BID BOND or CERTIFIED CHECK in the amount of ten (10%) of the Bid, in favor of the City of Ashland. Bid Bonds shall be issued by a responsible Surety licensed to do business in the Commonwealth of Kentucky. Certified checks shall be made payable to the CITY OF ASHLAND. Failure to comply with this requirement SHALL result in the Bid being considered as non-responsive and shall result in the rejection of the Bid.

Bid Bonds and Certified Checks of Unsuccessful Contractors shall be returned as soon as practical after a Contract has been executed between the Successful Contractor and the City at the Pre-Construction Conference.

Each Contractor shall be required to follow the guidelines of the City of Ashland Occupational License Fee – Ordinance 62, 2013 and subsequent amendments. A copy of these ordinances are included in the Bid Packet.

Contractors possessing a CURRENT City of Ashland Business Privilege License shall submit a copy with the Bid. Any Successful Contractor NOT possessing a CURRENT City of Ashland Business Privilege License shall obtain this license before a contract is signed. The City may consider any Bid received by any Contractor failing to meet this condition as non-responsive and shall result in the rejection of the Bid.

Each Contractor shall submit, with the Bid, all of the numerated items as stated on the Bid Form. Failure to provide all of the requested information shall result in the Bid being considered as non-responsive and shall result in the rejection of the Bid.

Should the Contractor desire to submit two or more Bids for the same Project, each Bid shall be submitted separately and thus completely independent of each.

If a Contractor is unable to Bid on a Bid Item, write "No Bid" on the line where "Unit Price" and "Total Price" is requested.

Whenever the Bid Items are separated into two (2) columns designated "Unit Price" and "Total Price", and where a discrepancy appears between the figure shown in the "Total Price" column as to "Quantity"

General Terms and Conditions

multiplied by the "Unit Price", the amount in the "Total Price" appearing on the Bid shall control, however the City reserves the right to correct any mathematical errors on the all Bid Forms.

Manufacturer's catalog numbers, trade names, etc., if shown herein, are for descriptive purposes only and are to guide the Contractor in determining the standard of quality, design and performance desired and shall not be construed to exclude other types of commodities and / or services. Any exceptions taken to specifications shall be listed and described on a separate sheet with the various increase or decrease in price clearly stated.

Any literature, forms or items requested in the Bid Packet shall be original material and shall be unaltered. All Bids shall include adequate information, brochures, latest printed detailed specifications and advertising literature describing the commodity or service offered to permit ready comparison with City specifications on an item by item basis if necessary.

Bids shall be enclosed in a Sealed envelope, with the bidder's name and address in the upper left-hand corner and marked "Sealed Bid" with the date and hour of the Bid Opening and the name of the project placed on the lower left corner.

Bids shall be addresses to the City Clerk, City of Ashland, 1700 Greenup Avenue, Room 301, PO Box 1839, Ashland, Kentucky 41105-1839.

Bid Openings are scheduled at 3:15pm, Thursdays in the Commission Chambers on the third floor of the Ashland City Building. Bidders or their representatives may be present.

City reserves the right to amend and/or cancel the Bid Invitation prior to the time and date of the Bid Opening.

Contractors shall receive a Tabulation of the Written Bids after the contract has been executed.

Each Contractor acknowledges that the Boyd Circuit Court shall have jurisdiction over disputes relating to the Contractor award.

Section 8 – Competency of Contractor

The City requires that the Contractor, *if requested*, shall furnish satisfactory evidence that he has the necessary resources to fulfill the conditions of the Contract Documents. The evidence shall be listed in the form, "Statement of Contractor's Qualifications". The Contract shall be awarded to the Contractor that offers the lowest and best Bid as determined by the Department Director.

Section 9 – Bid Considerations

The City, through its City Manager, reserves the right to accept or to reject any or all Bids. The City also reserves the right to award Bids whole or in part when it is deemed to be in the best interest of the City.

Section 10 – Award

After the Bid Opening, the Successful Contractor will be sent a written "Notice of Acceptance".

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The City reserves the right to correct any "Notice of Acceptance" erroneously made as a result of a clerical error on the part of the City.

Preference will be given by the City to the lowest responsible Contractor furnishing products made and assembled in the continental United States. Where the price of an acceptable America-Made product is within five percent (5%) of a Non-American-Made product, the Contractor furnishing products made and assembled in the continental United States shall be the Successful Contractor.

A request will be sent to the City Manager for the successful Bid to be placed on the Consent Agenda and for the preparation of an Ordinance naming the Mayor as the authorized representative of the City and authorizing the Mayor to execute a Contract between the City and the Successful Contractor to be presented at the next available Board of Commissioners meeting.

After the second reading and adoption of the ordinance, the Successful Contractor will be sent a written "Notice of Bid Award" stating the date, time and location of the Pre-Construction meeting.

The Successful Contractor will be required to furnish to the City a Contract Surety in the form of a PERFORMANCE BOND and PAYMENT BOND in an amount equal to one hundred (100%) percent of the total amount of the Bid. Failure to provide a Performance Bond and Payment Bond shall result in the Bid being considered as non-responsive and shall result in the rejection of the Bid.

The Contract shall be considered as executed after four (4) original Contracts have been signed by the authorized representative of the City and signed by the authorized representative of the Successful Contractor; the Performance Bond and Payment and the proof of insurance coverage, as required, is received. The mayor is the authorized representative of the City.

Section 11 – Forfeiture of Contract

The Successful Contractor to whom the "Notice of Bid Award" has been mailed, stating the date, time and location of the Pre-Construction meeting, fails to execute the Contract during the specified date of Pre-Construction meeting, shall be considered in default thereof, the Bid Bond or Certified Check accompanying the Bid may thereupon be forfeited to and retained by the City as liquidated damages for any expense or delay which may be incurred in re-advertisement and preparation of new Bid Packets for the Project and to indemnify said City for any loss which may be sustained. The Project may then be re-advertised or let to the next Contractor, as the City may determine.

Section 12 – Subcontracting

The Contractor may utilize the services of specialty Subcontractors provided:

- a. The Contractor shall not award work to any Subcontractor without prior written approval of the City.
- b. The Contractor shall be fully responsible to the City for the acts and omissions of his Subcontractors, and of persons either directly or indirectly employed by them. The Contractor shall be fully responsible to the city for acts and omissions for persons directly or indirectly employed by him.

General Terms and Conditions

- c. The Contractor shall cause appropriate provisions to be inserted in all Subcontracts relative to the work to bind Subcontractors to the Contract or by the terms of the Contract Documents insofar as applicable to the work of Subcontractors, and a to give the Contractor the same power regarding terminating any Subcontractor that the City may exercise over the Contractor under any provision of the Contract Documents.
- d. Nothing contained in these Contract Documents shall create any contractual relation between the City and the Subcontractor.

Section 13 – Commencement and Completion of Work

The calendar days established for completion of the work in the Bid shall commence on the date of the "Notice to Proceed". All work under this Contract shall be completed within these calendar days by the Contractor, subject to the liquidated damages herein provided. However, the Contractor or any Subcontractor shall not commence work on this Project under this Contract until the "Notice to Proceed" has been issued.

Section 14 – Contractor's and Subcontractor's Insurance

The Contractor and/or Subcontractor on this work will be required to take out and maintain during the life of the Contract, the insurance listed below, and approval of the insurance by the City shall not relieve or decrease the liability of the Contractor hereunder. The Contractor shall purchase the insurance listed below to protect the City from claims incurred by the action of the Contractor or Subcontractor in the construction of this Project.

Certified copies of the insurance coverage shall be submitted to the City for approval at the Pre-Construction meeting.

- I. **Compensation and Employee's General Liability Insurance:** The Contractor shall procure and shall maintain during the life of this Contract, Workmen's Compensation Coverage for all of his employees to be engaged in work under the Contract; and in case any such work is sublet, the Contractor shall require the Subcontractor similarly to provide Workmen's Compensation Coverage for all of the latter's employees to be engaged in such work, unless such employees are covered by the protection afforded by the Contractor's Workmen's Compensation Coverage.
- II. **Public Liability and Owner's or Contractor's Protective Insurance:** The Contractor shall take out and maintain this type insurance and shall require any of this Subcontractors performing work covered by the Contract to do the same in order to protect themselves from claims for damage to property which may arise from operations under this Contract, whether such operations be by himself or by any Subcontractor or by anyone directly or indirectly employed by either of them.

General Terms and Conditions

A. (Comprehensive) Automobile Liability covering:

1. Bodily Injury including wrongful death in an amount not less than Five Hundred Thousand Dollars (\$500,000.00) for each person and One Million Dollars (\$1,000,000.00) for each accident, and
2. Property Damage in an amount not less than Three Hundred Thousand Dollars (\$300,000.00) for each accident.

B. (Comprehensive) General Liability covering:

1. Bodily Injury including wrongful death in an amount not less than Five Hundred Thousand Dollars (\$500,000.00) for each person and One Million Dollars (\$1,000,000.00) for each accident, and an aggregate liability of One Million Dollars (\$1,000,000.00), and
2. Property Damage including Blasting and Underground Excavation in an amount not less than Five Hundred Thousand Dollars (\$500,000.00) for each accident and an aggregate liability of One Million Dollars (\$1,000,000.00). The Contractor shall require all Subcontractors to carry Public Liability Insurance in like amounts.

- III. Scope of Insurance and Special Hazards: The insurance required under paragraph II, hereof, shall provide adequate protection for the City, Contractor and his Subcontractors, respectively, against damage claims which may arise from operations under this Contract, whether such operations be by the insured or by anyone directly or indirectly employed by him, and also against any of the special hazards which may be encountered in the performance of the Contract. Each of the aforesaid policies shall include the City as a named insured and will provide that such policy will not be canceled until after the Owner shall have given twenty (20) days written notice of the proposed cancellation.

Section 15 – Laws, Ordinances, and Regulations

The Contractor shall keep himself fully informed of and shall carefully observe and comply with all Federal, State, County, City and local laws, ordinances, rules, permits, licenses and required inspections for all work, the employment of and payment for all labor; the legal rights of all workers employed under this Contract; and any other items which in any manner affect the conduct of the work; and all such orders or decrees that exist at present, or those which may be enacted later, or bodies or tribunals having any jurisdiction or authority over the work, and he will be required to indemnify and save harmless the City and all its officers, officials and agents against any claim or liability arising from or based upon any violation of any such law, ordinance, regulation, order or decree whether by himself or his employees or Subcontractor. Should the Contractor at any time find that any requirement of this Contract is at variance with applicable laws, ordinances, or building code requirements, he shall promptly notify the City, and any necessary adjustment of the Contract will be made as specified under the section entitled "Change Orders and Payments".

The Contractor will be required to give all notices, and pay all fees for any and/or all permits, licenses, or inspections necessary for the prosecution of the Contract at his own expense.

General Terms and Conditions

Section 16 – Patents

The Contractor will be required to indemnify, keep and save harmless the City and his officers, officials and agents from all liabilities, judgments, costs, damage or claims for damages which may arise from the infringement of any letter patented, patent rights, or royalty due on the same by reason of the use of any patented materials, machinery, devices, and equipment furnished or used in the performance of the work under this Contract, or by reason of the use of patented designs furnished and incorporated into the work by the Contractor and accepted by the City, excepting equipment furnished by the City.

In the event that any claim, suit or action at law or equity of any kind whatsoever is made or brought against the City involving any such patents, then the City shall have the right to retain from the money due and/or to become due to the Contractor, a sufficient amount of money as shall be considered necessary by the Legal Advisor of the City, to protect him against loss until such claim, suit, or action shall have been settled and evidence to the effect shall have been furnished to the satisfaction of the said Legal Advisor.

Section 17 – Taxes

The Contractor will be required to pay, without additional expense to the City, all Federal, State, Local sales, and any other taxes which may be applicable to the work under this Contract, excepting any taxes and assessments on the real property comprising the site of the Project.

Section 18 – Assignments

The Contractor may not assign the whole or any part of this Contract or any moneys due and/or become due hereunder without written consent of the City and/or of all Sureties executing any bonds on behalf of the Contractor. In case the Contractor should assign all or any part of moneys due and/or to become due under this Contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of assignee in and to any moneys due and/or become due to the Contractor shall be subject to prior liens of all persons, firms, partnerships and corporations for services rendered or materials supplied for the performance of the work called for in these Contract Documents.

Section 19 – Construction Schedule, Commencement, and Completion Date

A Pre-Construction meeting will be scheduled by the City and at said meeting, and after execution and delivery of the Contract, the Contractor will provide a construction progress schedule satisfactory to the Project Manager, showing the proposed dates of commencements and completion of each of the various subdivisions of work, including restoration required under the Contract.

The work, which the Contractor is required to perform under this Contract, shall be started within ten (10) days after receipt of written "Notice to Proceed."

The product, delivery, and installation which the Contractor is required to perform under this Contract, shall be complete on or before 250 days from the executed contract.

Prior to any commencement of construction, the project site shall be reviewed by the Project Manager, the Contractor, or his representative, and if needed the Agency affected by the Project. Questions concerning the Project shall be addressed prior to construction.

General Terms and Conditions

Section 20 – Mutual Responsibility of Contractors

If, through acts of neglect on the part of the Contractor, any other Contractor, or any Subcontractor suffers loss of damage of the work, the Contractor agrees to settle with such other Contractor or Subcontractor by agreement or arbitration, if such other Contractor or Subcontractor will so settle. However, if such other Contractor or Subcontractor should assert any claim against the City on account of any damage alleged to have been so sustained, the City shall notify the Contractor in writing, and the Contractor hereby indemnifies and saves harmless the City against any such claims.

Section 21 – Supervision of Work by Contractor

The Contractor shall personally supervise the work or furnish at all times a duly authorized representative, who shall receive and execute all orders given by the Project Engineer. Such orders so given to and received by said representative shall be deemed to have been given to and received by the Contractor.

Supervisory personnel must be available locally, twenty-four (24) hours a day, seven (7) days a week until all items of work have been completed under this Contract.

Section 22 – Change Orders and Payments

The Project Manager may find it necessary and desirable to make changes and/or alterations in the lines, grades, plans, form dimension, equipment, or materials from time to time, either before or after construction has begun.

All work performed shall be inspected and approved by the City of Ashland Inspector prior to any payment, partial or full, is made.

When applicable, all backfill and landscaping including relocating fences, mailboxes, small bushes, and the seeding with straw of work areas shall be completed by the Contractor and assumed in the cost of the Project.

The City of Ashland Project manager shall notify the Contractor about all changes in the work, at any time, and it shall be completed according to all said changes without any alteration in the Contract Price except in those cases where the changes materially affect the amount of work to be done and the costs thereof. The decision of the City of Ashland Inspector regarding changes in work shall be final in all cases where no alteration in price is involved.

If other work is needed to complete the job, other than what is normally expected, the Project shall continue, and a cost shall be discussed and agreed upon between the Project Architect, City of Ashland Staff, and the Contractor, as situations arise. This shall include extra fill material beyond the normal scope of the Contract and the grading of said material. This cost will be reported to the City Engineer/Property Maintenance Manager in writing prior to construction and included on a separate itemized invoice for the preparation of a Change Order. All Change Orders shall reflect all additions and subtractions to the Contract.

Changes in work which involve an alteration in the amount to be paid to the Contractor shall not be commenced until the recommendations of the City Engineer/Property Maintenance Manager have been

General Terms and Conditions

approved by the City through appropriate action, and not then until the Change Order for an alteration in price has been approved.

Adjustment in the amount to be paid to the Contractor by reason of any changes in, additions to, or deductions from the amount of work to be done shall be determined by one (1) or more of the following methods of selection by the City.

- a. By using the unit price contained in the Contractor's original Bid, or other mutually agreed unit prices.
- b. By using an acceptable Lump Sum Bid from the Contractor, which shall be added to or deducted from the Contract Price. The agreed price will include the Contractor's "Overhead and Profit", if the change involves an addition to the Contract Price; but if it involves a credit to the Owner, an allowance for "Overhead and Profit" also will be figured.

Itemized invoices shall be taken to the Project Manager and a representative of the Contractor. The itemized invoice will be verified. Problems noted regarding the measurements shall be discussed and corrected. A corrected itemized invoice shall be re-submitted.

Request for payment, partial or full, shall be submitted in the form of an itemized invoice and shall be payable within ten (10) business days from the day of commission approval.

All materials and work covered by partial payments shall thereupon become the sole property of the City. This provision shall not be construed as relieving the Contractor from the sole responsibility for the care and protection of materials and work upon which payments have been made or the restoration of any damaged work. The making of Partial Payments does not waive the right of the City to require the fulfillment of all the terms of the Contract Documents.

Section 23 – City's Right to Withhold Certain Amounts and Make Applicable Thereof

The City holds the right to refuse any portion of any work on the Project due to quality. The Contractor may be required by the City to furnish from time to time, satisfactory evidence that all persons who have done work or furnished materials under this Contract, or may have suffered and claimed damage on account of the Contractor's operations, have been fully paid or secured, and in case such evidence is not furnished as aforesaid, the Owner may in addition to the portion of any estimate retained under the proceeding provisions of these Contract Documents, also withhold sufficient amount of any payment otherwise due to the Contractor to cover:

- a. Payments that may be past due or payable for just claims for labor or materials furnished in and about the performance of the work or for damages sustained under this Contract.
- b. For defective work not remedied as hereinbefore provided; and
- c. For failure of the Contractor to make proper payments to his Subcontractors.

General Terms and Conditions

The City shall have the right to act as agent for the Contractor in disbursing such funds as have been withheld pursuant to his paragraph to the party of parties who are entitled to payment there from; and the City will render to the Contractor a proper accounting of all such finds disbursed in behalf of the Contractor, but it shall be understood and agreed that the City thereby assumes no obligations toward any claimant under this provision.

It is mutually agreed by and between the parties hereto that time is an essential part of this Contract; and if the Contractor shall fail to carry on the work with such force and in such manner and order, and as such points, that within the time set out in his Bid, the whole work shall not be performed including testing and restoration in accordance with the terms of these Contract Documents, the City may retain from the moneys that are, or which may become due said Contractor, the City's estimated daily cost of the completed work for each and every calendar day the completion of the work be delayed beyond the time specified herein for such completion; or such extensions thereto, as may be approved in writing by the City upon written request from the Contractor. The Contractor shall not be entitled to a bonus for early completion.

It is agreed by and between the parties hereto that inasmuch as expenses will be sustained by the City, in the event that said Contractor fails to perform the work herein specified within the time herein set forth; e.g., engineering expenses, interest charges, wages of personnel in the engineering and other department; salaries of inspectors, delay caused to other work by failure to perform this Contract, the sum per day for each working days delay shall be considered as liquidated damages and not as a penalty and shall become due said City as full payment for all such expenses sustained to it by the failure of said Contractor to complete the work as herein specified.

Section 24 – The Right of the City to Terminate Contract

In the event that any of the provisions of these Contract Documents are violated by the Contractor or any of his Subcontractors, the Owner may serve written notice upon the Contractor and the Surety, of his intention to terminate such Contract, such notices to contain the reasons for such intention to terminate the Contract, and unless within ten (10) days after the serving of such notice upon the Contractor such violation shall cease and satisfactory arrangements for corrections by made, the Contract shall, upon the expiration of said ten (10) days cease and terminate. In the event of any termination, the City shall immediately serve notice thereof upon the Surety and the Contractor, and the Surety shall have the right to take over and perform the Contract, provided, however, that if the Surety does not commence performance thereof within thirty (30) days from the date of the mailing to such Surety of Notice of Termination, the City may take over the work and prosecute same to completion by Contract for the amount and at the expense of the Contractor, and the Contractor and his Surety shall be liable to the Owner for any excess cost occasioned the City thereby, and in such event the city may take possession of and utilize the completing the work, such materials, appliances, and shop drawings as may be on the site of the work and necessary therefore.

In the event of termination, the Contractor shall immediately cease work and shall evacuate the Project without order of any court.

General Terms and Conditions

Section 25 – Other Contracts

The City reserves the right to allow other work or to enter into other Contracts for work or materials to be constructed or placed in or about the work therein described, and to order the starting and progress of such other Contracts at any time prior to the completion of this Contract. The Contractor for the work herein described agrees to allow the construction of or progress of the work under such other Contract, under such arrangements for the joint occupation of the site of the work as the Project Engineer may approve. The Contractor hereby waives any claim for damages or extra compensation by reason of any real or supposed interference with his work; but if, in the judgment of the Project Engineer, the joint occupation of the site of the work by two (2) or more Contractors working on different Contracts at the same time actually impedes progress of the work herein described, then, with the approval of the City, the time of completion of the work may be proportionately extended.

Section 26 – Suspension of Work

The City reserves the right to suspend the whole or any part of the work to be done hereunder, if it shall be deemed for the best interest of the City to do so, without compensation to the Contractor for such suspension other than extending the time for completing the work as much as it may have been delayed by such suspension.

Section 27 – No Waiver of Contract

Neither an extension of time for any reason beyond the date fixed herein for the completion of the Contract, nor the delivery and acceptance of the whole or any part of the work by the Project Engineer, not any possession taken by the City or employees, shall be deemed to be a waiver by the City of the right to abrogate this Contract for abandonment or delay in the manner therein provided.

Section 28 – Extension of Time

In case of the work being delayed due to acts of omission or commission on the part of the City or the interference or delay caused by other Contractors, the time for the completion of the Contract will be extended by the City, after request is made in writing by the Contractor; such an extension of time shall be no instance exceed the time actually lost to the Contractor by reason of such interference or delay.

Section 29 – Delays

The right of the Contractor to proceed shall not be terminated nor the Contractor charged with liquidated damages because of any delays in the completion of the work due to unforeseeable causes beyond the control and without the fault of negligence of the Contractor, including, but not restricted to acts of God, or of the public enemy, acts of the City, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and usually severe weather or delays of Subcontractors due to such causes, if the Contractor shall, within ten (10) days from the beginning of such delay (unless the City shall grant a further period of delay, who shall ascertain the facts and the extend of the delay and extend the time for completing the work when, in its judgment, the findings, of fact justify such an extension, and its findings of fact thereon shall be final and conclusive on the parties thereto.

General Terms and Conditions

Section 30 – No Estoppels

Neither the City nor his appointee shall be precluded or estopped by and return or certificate made or given by the City or his appointee under any provisions of this Contract, at any time (before the final completion certificate), showing the true and correct amount and character of the work done and materials furnished by the Contractor or any other person under this Contract, or that any such return or certificate is untrue and incorrect or improperly made in any particular, or that the work and materials, or any part thereof, do not, in fact, conform to the Contract Documents, and the City shall not be precluded or estopped, notwithstanding any such return or certificate and payment in accordance therewith, from demanding and recovering from the Contractor any damages which may be sustained by reason of his failure to comply with the Contract Documents.

The final inspection of the work covered by the Contract Documents shall not be binding or conclusive upon the City, if it subsequently appears that the Contractor has willfully or fraudulently or through collusion with the representative of the City in charge of the work, supplies inferior materials or workmanship, or has departed from the terms of the Contract Documents notwithstanding the acceptance of said work and the payment of the City of all estimates.

Section 31 – Guarantee of Work

The Contractor shall guarantee all the work for a period of one (1) year from the date of Final Payment, as written on said check, against defects resulting from the use of inferior materials, equipment or workmanship. This guarantee period shall be covered by the Performance Bond and Payment Bond as agreed upon between the City and the Contractor prior to the Final Payment of the work.

The Contractor will be required during the life of this guarantee to make all repairs or changes in the one (1) year guarantee period shall commence on the date Final Payment, as written on said check.

Section 32 – Retainer

The City shall retain ten percent (10%) of the total partial payments until the value of the work performed is one hundred percent (100%) complete.

Section 33 – Release of Claims

The Contractor shall deliver to the City, either prior to or concurrently with the Final Payment Request, the Contractor's affidavit listing all suppliers or material and all persons performing labor under and by virtue of this Contract. The Contractor shall also supply, at this time, release of liens form all material suppliers and all persons performing labor as listed in the Contractor's affidavit.

The Contractor will be responsible for obtaining from his Subcontractors, the affidavits and release of liens for the Subcontractor's portion of the work. The Subcontractor's affidavits and release of liens shall be made out jointly to the Contractor and City.

General Terms and Conditions

Section 34 – Final Inspection

The City Inspector shall make a final inspection upon completion of the work; and if all the work required to be done under the Contract is found acceptable as required by the Contract Documents, the Contractor shall proceed with the Final Payment Request.

Section 35 – Final Payment Request

The City will pay to the Contractor the total earned compensation as stated in the Final Payment Request, less all prior payments and advances, whatsoever, to or for the account of the Contractor and all amounts to be kept and retained under the provisions of these Contract Documents. All prior estimates and payments, including those relating to "Change Orders" shall be subject to correction by this Final Payment Request for payment of work included under these Contract Documents. The one (1) year guarantee period shall commence on the date of Final Payment, as written on said check.

Section 36 – Contract Release

The Contractor's acceptance of the Final Payment shall operate as, and shall be a release to the City, officials and agents thereof, from any and all claims and any liability to the Contractor for anything done or furnished for, or relating to or affecting the work under these Contract Documents, or for any act and neglect of the City or of any person relating to or arising out of the work. No payments, final or otherwise, shall operate to release the Contractor of his Sureties from any obligations under these Contract Documents.

Section 37 – Notice and Service Thereof

Where, in any of the Contract Documents there is any provision in respect to the giving of any notice, such notice shall be deemed to have been given; as to the City, when written notice shall be delivered to the City, or shall have been placed in the United States Mails addressed to the City at the place where the Bids or Bids for the Contract were opened; as to the Contractor, when a written notice shall be delivered to the chief representative of the Contractor at the site of the Project, or by mailing such written notice in the United States Mails addressed to the Contractor at the place stated in the papers prepared by him to accompany his Bid at the address of his permanent place of business, as to the Surety on the Performance Bond and Payment Bond, when a written notice is placed in the United States Mails addressed to the Surety at the home office of such Surety or to its agents who executed such Performance Bond and Payment Bonds in behalf of such Surety.

Section 38 – Legal Requirements

The intent of these Contract Documents is to include each and every provision of law and clause required by law to be inserted herein, and it shall be read and enforced as though they were included herein.

BIDDER/VENDOR PRE-QUALIFICATION DISCLOSURE STATEMENT

1. Bidder/Vendor Information

Name:

Light's Enterprises, Inc

Type of Entity:

Site + Demo Contractor

Contact Person:

Michael D. Light

Principal Office Address:

200 W New Buckle Rd., Ashland, Ky
41102

Phone Number:

606-329-1119

E-mail Address for Contact Person:

lightsenterprises@lightsenterprises.com

Federal Tax ID#:

61-1198456

If Corporation or Limited Liability
Company, State of Incorporation

KY

2. Provide a description of your experience with significant projects of your company within the past five (5) years and provide contact information for the owner's representative for all such projects. Multiple demos for the city of Ashland + KDMC
3. Provide documentation from projects during the past five years detailing timeliness of performance, quality of work, extension requests, findings, fines and penalties imposed and payment thereof, including liquidated damages, liens, history of claims for extra work, and contract defaults with explanations of same.
See #2 for reference
4. Have you ever failed to complete any job awarded to you? If so, indicate where and why.
No
5. Have you ever defaulted on a contract? If so, indicate where and why.
No

6. Has your company had any suspension or revocation of any professional licenses of any director, officer, owner or managerial employee to the extent that any such licensure is necessary to perform the work contemplated by the contract?

No X Yes _____ If yes, explain _____

7. List all directors, officers, project managers and superintendents of your company with names and addresses.

Michael D. Light
704 Bellefonte Princess
Ashland, KY 41101

8. Has your company been involved in litigation in which it has been named as a defendant or third-party defendant in an action involving a claim for personal injury or wrongful death arising from performance of work related to any project in which it has been engaged within the previous five years? If so, please include copies of all pleadings.

No X Yes _____ If yes, explain _____

9. Has your company been involved in litigation in which it was a Defendant or Third-Party Defendant in an action involving a breach of contract for failure to perform as contracted or within like manner.

No X Yes _____ If yes, explain _____

10. Has your company, any of its high-level management personnel, or any of its owners been convicted of a federal or state criminal offense, including embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion or receiving stolen property?

No X Yes _____ If yes, explain _____

11. Has your company, any of its high-level management personnel, or any of its owners been convicted of a criminal offense in connection with obtaining, attempting to obtain, and/or performing any public or private contract?

No X Yes _____ If yes, explain _____

12. Has your company, its officers, directors, owners and/or managerial employees been convicted or indicted for any crime within the past five years? This includes previous companies in which current principals of your company or subcontractors were affiliated.

No X Yes _____ If yes, explain _____

13. Has your company had a performance bond canceled or had a claim made on a performance bond over the previous five years?

No X Yes _____ If yes, explain _____

14. Does your company have a written substance abuse program that includes testing and treatment?

No _____ Yes X If yes, please provide a description of the same or a copy of the Table of Contents for that program.

see attached

15. Does your company have a written safety and health program that includes, but is not limited to training, inspections, safety meetings, accident investigation, job site compliance procedures and complaint procedures?

No _____ Yes X If yes, please provide a description or copies of the Table of Contents for written job site safety programs and current workers' compensation E-Mod factor.

see attached

#14 + #15

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16. Please list all job site citations received within the past five years from OSHA, KYOSH, DOT and/or EPA. N/A

17. Please state whether the bidder or any officer, director, or management employees has been debarred or suspended by any federal, state or local government agency within the last five years. N/A

18. Please list your bank credit reference: Disco Fed Credit Union

19. Will you, upon request, supply a detailed financial statement and furnish any other financial information that may be required by the City of Ashland?

No Yes X

20. The undersigned hereby authorizes and requests any person, firm or corporation to furnish any information required by the City of Ashland in verification of the statements made comprising this State of Bidder's Qualifications.

Dated on this 27th day of August, 2025.

Light's Enterprises, Inc
NAME OF BIDDER

[Signature]
BY

President
TITLE

STATE OF Kentucky

COUNTY OF Boyd

Michael D. Light, being duly sworn, deposes and says that he/she is President of Light's Enterprises, Inc. (NAME OF ORGANIZATION) and that the answers to the foregoing questions and all statements contained therein are true and correct.

Subscribed, sworn to and acknowledged before me this 27TH day of AUGUST,
20 25.





NOTARY OF PUBLIC

My Commissioner expires: 3-25-2027

City of Ashland
Community and Economic Development
1700 Greenup Avenue, Room 208
PO Box 1839
Ashland, KY 41105

Location:

BUILDING AFFIDAVIT PURSUANT TO KRS 198B.060 (010)

I, Michael D. Light
representing Light's Enterprises, Inc

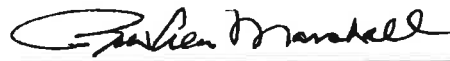
do hereby affirm, pursuant to KRS 198B.060 (010), that all contractors and subcontractors employed, or that will be employed, on any activity covered by the building permit for the above location issued to this applicant by the City of Ashland Department of Community and Economic Development shall be in compliance with the Commonwealth of Kentucky requirements for Workers Compensation Insurance (according to KRS Chapter 341). I also understand that failure to comply with KRS 198B.060 (010), upon such finding by a court of competent jurisdiction, shall result in fines, an amount not to exceed ten thousand dollars (\$10,000) or an amount equal to the sum of all uninsured and unsatisfied claims brought under the provisions of KRS 342 and unemployment insurance claims for which no wages were reported as required by KRS 341, whichever is greater.


Contractor's Signature

SUBSCRIBED AND SWORN to before me by above named applicant on this, the

27TH day of AUGUST, 20 25.





NOTARY PUBLIC

STATE AT LARGE

My Commission Expires: 3-25-2027

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF Kentucky COUNTY OF Boyd

Michael D. Light, being first duly sworn, deposes and says that:
(1) He or She is President

(OWNER, PARTNER, REPRESENTATIVE OR AGENT)
of LIGHT'S Enterprises, Inc, the bidder that has submitted
the attached bid;

(2) He or She is fully informed respecting the preparation and contents of the attached Bid and
of all pertinent circumstances respecting such Bid:

(3) Such Bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents or representatives,
employees or parties in interest, including the affinity has in any way colluded, conspired,
connived or agree, directly or indirectly with any other Bidder, firm, or person to submit a collusive
or sham Bid in connection with such Contract, or has in any manner, directly or indirectly, sought
by agreement or collusion or communication or conference with any other Bidder, firm, or person
to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit
or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any
collusion, conspiracy, connivance or unlawful agreement any advantage against the City of
Ashland or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any
collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its
agents, representatives, owners, employees or parties, including this affiant.

SIGNED [Signature]

TITLE President

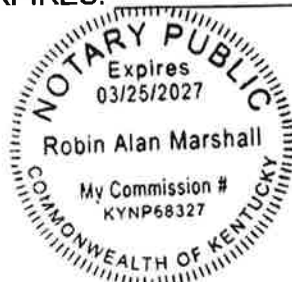
Subscribed and sworn to before me this 27th day of AUGUST, of this year 2025.

[Signature]
(NAME)

NOTARY

(TITLE)

MY COMMISSION EXPIRES: 3 - 25, 2027.



SUBCONTRACTOR LIST FOR PROJECT

Complete a full listing of all sub-contractors who will be working on this project.

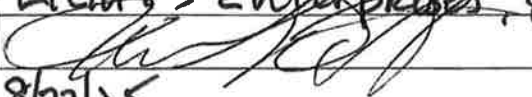
If there are no sub-contractors for this project, please specify "none".

GENERAL CONTRACTOR INFORMATION

Project Name:	924 Prospect Ave, 934 Prospect Ave, 4748 Boyd St
Bid Submission Date:	8-28-25

SUBCONTRACTOR INFORMATION

Company Name	Federal Tax ID Number	Address	City	State	Zip	COA Use Only
N/A						

Contractor Company Name	LIGHT'S Enterprises, Inc.
Signature	
Date	8/27/25

RESPONSIBILITY FOR DAMAGE, CLAIMS, ETC.

The Contractor shall indemnify and save harmless the City, the Engineer and sub consultants and all of their officers, agents and employees, from all claims, damages, losses and expenses including attorneys' fees of any character, name and description brought for, or on account of any injuries or damages received or sustained by any person, persons, or property by or from the said Contractor or by or in consequence of any neglect in safeguarding the Work or through the use of unacceptable materials used on construction or by or on account of any claims or amounts recovered from any infringement of patent, trademark or copyright, or from any claims or amounts arising or recovered under any law, ordinance, order, or decree, and so much of the money due the said Contractor under and by virtue of his Contract as shall be considered necessary by the City, or in case no money is due, his surety shall be held until such suit or suits, action or actions, claim or claims for injuries or damages as aforesaid, shall have been settled and suitable evidence to that effect furnished to the City. Contractor shall purchase public liability, workers compensation and automobile liability insurance, for the City's protection.

In any and all claims against the City or the Engineer, or any of their agents or employees, by any employee of the Contractor, and subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under Workmen's Compensation acts, disability benefit acts or other employee benefit acts.

The obligation of the Contractor under this paragraph shall not extend to the liability of the Engineer, his agents or employees arising out of the preparation or approval of maps, Drawings, opinions, reports, surveys, Change Orders, designs or Specifications.

Light's Enterprises, Inc
COMPANY NAME

[Signature]
SIGNED

President
TITLE

8/27/25
DATE

STATEMENT OF COMPLIANCE WITH NON-DISCRIMINATION REGULATIONS

The undersigned, as bidder, certifies that he/she and his/her company will not discriminate against any person regarding age, sex, race, religion, national origin or creed, in accordance with the President's Executive Order Numbers 11246 and 11375 and other appropriate Federal, Commonwealth of Kentucky and City of Ashland Rules, Regulations and Ordinances in effect at the time of bidding the particular goods or services called for in these Bid Documents.

The bidder also certifies that they do not and will not maintain or provide for their employees any facilities that are segregated and that they will make positive effort to use small and minority owned businesses in the performance of this contract.

COMPANY NAME Light's Enterprises, Inc.
SIGNED [Signature]
TITLE President
DATE 8/27/25

CERTIFICATION OF BIDDER REGARDING NON-SEGREGATED FACILITIES

(To Be Executed by Bidder and Submitted with Bid)

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The bidder's attention is called to the clause entitled Equal Employment Opportunity of the General Conditions of the Contract for Construction.

"Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

By the submission of this bid, the bidder certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The bidder agrees that a breach of this certification is a violation of the Equal Employment Opportunity clause in the contract.

The bidder further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) prior to entering into subcontracts which exceed \$10,000 and are not exempt from the requirements of the Equal Employment Opportunity clause, it will obtain identical certifications from the proposed subcontractors; retain the certifications in its files; and forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

Notice to Prospective Subcontractors of Requirement for Certifications of Non-segregated Facilities

A Certification of Non-segregated Facilities must be submitted before the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Employment Opportunity clause of the prime contract. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

User Acknowledgement and Certification:

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.

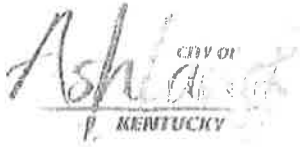
Michael D. Light

Authorized Applicant Name
(Print Full Name)

Authorized Applicant Signature

8/27/25

Date



CITY OF ASHLAND
BUSINESS LICENSE

NUMBER

000369

FEE PAID

\$100.00

BUSINESS LICENSE ID

BL-2025-12

EFFECTIVE

01/01/2025

EXPIRES

12/31/2025

LICENSEE:

Light's Enterprises, Inc.
P.O. Box 710
Ashland, KY 41105

A handwritten signature in cursive script, appearing to read 'Jenna C. Miller'.

AUTHORIZED SIGNATURE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/27/2025

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	THORNBURG INSURANCE AGENCY INC 2519 3rd Ave P O Box 2966 Huntington WV 25728	CONTACT NAME: Dawn Holley PHONE (A/C, No, Ext): (304) 697-7650 FAX (A/C, No): (304) 697-7699 E-MAIL: dholley@thornburgagency.com ADDRESS:
INSURED	Light's Enterprises, Inc. PO Box 710 Ashland KY 41101	INSURER(S) AFFORDING COVERAGE INSURER A: Cincinnati Specialty Under Ins INSURER B: Cincinnati Insurance Company INSURER C: CSU Producer Resources Inc INSURER D: Kentucky AGC/SIF INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER: 25/26 Master List

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	SUBRI WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:			CSU0259625	06/28/2025	06/28/2026	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 - COMPIOP AGG \$ COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY			ENP0751001	06/28/2025	06/28/2026	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 PER STATUTE ☒ OTH-ER ☐ E L EACH ACCIDENT \$ 4,500,000 E L DISEASE - EA EMPLOYEE \$ 4,500,000 E L DISEASE - POLICY LIMIT \$ 4,500,000
C	☒ UMBRELLA LIAB ☐ EXCESS LIAB ☐ OCCUR ☐ CLAIMS-MADE DED ☐ RETENTION \$			CSR0003482 (over GL)	06/28/2025	06/28/2026	Each Occurrence \$1,000,000 Aggregate \$1,000,000 Leased & Rent \$100,000 Sch Eq INCL
D	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	22596	01/01/2025	01/01/2026	
B	Umbrella (over Auto) Inland Marine			ENP0751001	06/28/2025	06/28/2026	

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

Evidence of Insurance subject to policy terms, conditions, limitations and exclusions.

CERTIFICATE HOLDER

CANCELLATION

City of Ashland 1700 Greenup Avenue Ashland KY 41101	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 <i>Dawn K. Holley</i>
--	--

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ACORD 25 (2016/03)

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AIA Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Light's Enterprises, Inc.

PO Box 710

Ashland, KY 41105

SURETY:

(Name, legal status and principal place of business)

American Southern Insurance Company

One Metroplex Drive, Suite 400

Birmingham, AL 35209

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

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

OWNER:

(Name, legal status and address)

City of Ashland

1700 Greenup Avenue

Ashland, KY 41101

BOND AMOUNT: Ten Percent of Amount Bid Not to Exceed Six Hundred Fifty and No/100 Dollars (\$650.00)

PROJECT:

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

Demolition of a Single Family Dwelling

4748 Boyd Street, Ashland, KY 41101

Project Number, if any:

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 28th day of August, 2025

Light's Enterprises, Inc.

(Principal)

(Seal)

(Witness)

[Signature]

(Witness)

(Title)

American Southern Insurance Company

(Surety)

(Seal)



[Signature], Attorney In Fact
Stefan E. Tauger

AMERICAN SOUTHERN INSURANCE COMPANY

Home Office: 3715 Northside Parkway, NW
Suite 4-800
Atlanta, Georgia 30327

Mailing Address: P. O. Box 723030
Atlanta, GA 31139-0030

GENERAL POWER OF ATTORNEY

Know all men by these Presents, that the American Southern Insurance Company had made, constituted and appointed, and by these presents does make, constitute and appoint Stefan E. Tauger of Parker, Colorado; Scott E. Stoltzner of Hoover, Alabama; Arthur S. Johnson of Atlanta, Georgia; Jeffery L. Booth of Blacklick, Ohio; James E. Feldner of West Lake, Ohio; Melanie J. Stokes of Atlanta, Georgia; Jason S. Centrella of Jacksonville, Florida; or Omar G. Guerra of Overland Park, Kansas, EACH as its true and lawful attorney for it and its name, place and stead to execute on behalf of the said company, as surety, bonds, undertakings and contracts of suretyship to be given to all obligees provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount of the sum of \$1,000,000 (one million dollars), including but not limited to consents of surety for the release of retained percentages and/or final estimates on construction contracts or similar authority requested by the Department of Transportation, State of Florida; and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of the presents, shall be as binding upon the Company as if they had been duly signed by the President and attested by the Secretary of the Company in their own proper persons.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted pursuant to due authorization by the Executive Committee of the Board of Directors of the American Southern Insurance Company on the 26th day of May, 1998:

RESOLVED, that the Chairman, President or any Vice President of the Company be, and that each or any of them hereby is, authorized to execute Powers of Attorney qualifying the attorney named in the given Power of Attorney to execute in behalf of the American Southern Insurance Company bonds, undertakings and all contracts of suretyship; and that any Secretary or any Assistant Secretary be, and that each or any of them hereby is, authorized to attest the execution of any such Power of Attorney, and to attach thereto the seal of the Company.

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company when so affixed and in the future, with respect to any bond undertaking or contract of suretyship to which it is attached.

In Witness Whereof, the American Southern Insurance Company has caused its official seal to be hereto affixed, and these presents to be signed by its President and attested by its Secretary this 22nd day of June, 2023.

Attest:

American Southern Insurance Company

By:

Melanie A. Coppola, Secretary



By:

Scott G. Thompson, President

STATE OF GEORGIA

SS:

COUNTY OF FULTON

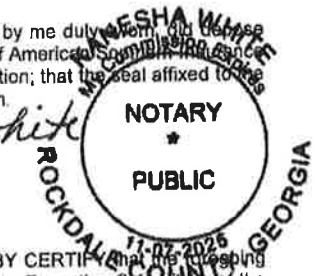
On this 22nd day of June 2023, before me, personally came Scott G. Thompson to me known, who being by me duly sworn, did depose and say that he resides in Atlanta, in the County of Fulton, State of Georgia, at 421 Hollydale Court; that he is the President of American Southern Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed and that he signed his name thereto pursuant to due authorization.

STATE OF GEORGIA

SS:

COUNTY OF FULTON

Kanesha White
Notary Public, State of Georgia
Qualified in Rockdale County
Commission Expires November 7, 2025



I, the undersigned, a Vice President of American Southern Insurance Company, a Kansas Corporation, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and, furthermore, that the Resolution of the Executive Committee of the Board of Directors set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Atlanta, Dated the 28th day of August, 2025.

Power No. 56738

Robert H. Knight, Executive Vice President





Ernie Fletcher
GOVERNOR

OFFICE OF INSURANCE

CERTIFICATE OF AUTHORITY
Corrected

Satisfactory evidence has been furnished to me showing that **American Southern Insurance Company** organized in the State of **Kansas**, and having its principal office at **Topeka, Kansas**, is in sound and solvent condition, and has fully complied with all the provisions of the Insurance Laws of the Commonwealth of Kentucky that are applicable thereto. Now, therefore, on behalf of the Office of Insurance of the Commonwealth of Kentucky, I do hereby authorize the said insurance company to transact the business of **Property, Casualty (no limitations) and Surety Insurance** in this Commonwealth for the period beginning on the date shown below and to continue in force as long as the insurer is entitled thereto.

A handwritten signature in cursive script, reading "Glenn Jennings", is written over a faint, circular official seal.

Glenn Jennings
Office of Insurance



This Certificate of Authority shall, at all times, be the property of the Commonwealth of Kentucky, and upon any expiration, suspension, revocation, or termination thereof, the insurer shall promptly deliver this Certificate to the Office of Insurance.

Certificate Number: 58-6016195

Date: February 10, 2004

Effective Date: June 2, 1999

American Southern Insurance Company
NAIC Company Code 10235
NAIC Group Code 587

Statutory Financial Statement

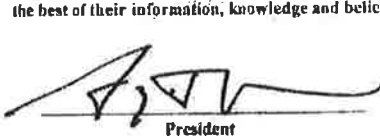
As of December 31, 2024

ASSETS		LIABILITIES	
Bonds	\$91,964,383	Reserve for Losses and Loss Expense	\$59,211,843
Stocks	16,590,025	Reserve for Unearned Premiums	28,758,084
Cash & Cash Equivalents	13,985,029	Reserve for Expenses, Taxes, Licenses and Fees	5,702,085
Agents Balances	16,820,246	Payable to Parents, Subsidiaries and Affiliates	273,203
Other Assets	6,188,012	Other Liabilities	3,933,310
		Total Liabilities	\$97,878,525
		POLICYHOLDERS'S SUPPLUS	
		Capital Stock	3,000,000
		Surplus	44,670,170
		Total Policy holders' Surplus	47,670,170
Total Assets	\$145,548,695	Total Liabilities and Policyholders' Surplus	\$145,548,695

Bonds and stocks are valued in accordance with the basis adopted by the National Association of Insurance Commissioners (NAIC).

CERTIFICATE

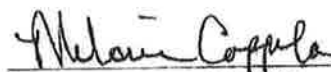
The officers of this reporting entity being duly sworn, each depose and say that they are the described officers of said reporting entity, and that on the reporting period stated above, all of the herein described assets were the absolute property of the said reporting entity, free and clear from any liens or claims thereon, except as herein stated, and that this statement, together with related exhibits, schedules and explanations therein contained, annexed or referred to, is a full and true statement of all the assets and liabilities and of the condition and affairs of the said reporting entity as of the reporting period stated above, and of its income and deductions therefrom for the period ended, and have been completed in accordance with the NAIC Annual Statement Instructions and Accounting Practices and Procedures manual except to the extent that: (1) state law may differ; or, (2) that state rules or regulations require differences in reporting not related to accounting practices and procedures, according to the best of their information, knowledge and belief, respectively.


President


Chief Financial Officer

State of Georgia
County of Fulton

On the 27th day of February 2025, before me came the above named officers of the American Southern Insurance Company to me personally known to be the individuals and officers described herein, and acknowledge that they executed the foregoing instrument and affixed the seal of said company thereto by authority of their office.


Melonie Coppola, Notary Public
My Commission Expires, May 17, 2026



AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)
Light's Enterprises, Inc.
PO Box 710
Ashland, KY 41105

SURETY:

(Name, legal status and principal place of business)
American Southern Insurance Company
One Metroplex Drive, Suite 400
Birmingham, AL 35209

OWNER:

(Name, legal status and address)
City of Ashland
1700 Greenup Avenue
Ashland, KY 41101

BOND AMOUNT: Ten Percent of Amount Bid Not to Exceed Two Thousand Eight Hundred No/100 Dollars (\$2,800.00)

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

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

PROJECT:

(Name, location or address, and Project number, if any)
Demolition of a Single Family Dwelling
934 Prospect Avenue, Ashland, KY 41101

Project Number, if any:

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 28th day of August, 2025.

Light's Enterprises, Inc.

(Principal)

(Seal)

(Witness)



(Witness)



(Title)

American Southern Insurance Company

(Surety)

(Title)

512

(Seal)

Stefan E. Tauger
Attorney In Fact

AMERICAN SOUTHERN INSURANCE COMPANY

Home Office: 3715 Northside Parkway, NW
Suite 4-800
Atlanta, Georgia 30327

Mailing Address: P. O. Box 723030
Atlanta, GA 31139-0030

GENERAL POWER OF ATTORNEY

Know all men by these Presents, that the American Southern Insurance Company had made, constituted and appointed, and by these presents does make, constitute and appoint Stefan E. Tauger of Parker, Colorado; Scott E. Stoltzner of Hoover, Alabama; Arthur S. Johnson of Atlanta, Georgia; Jeffery L. Booth of Blacklick, Ohio; James E. Feldner of West Lake, Ohio; Melanie J. Stokes of Atlanta, Georgia; Jason S. Centrella of Jacksonville, Florida; or Omar G. Guerra of Overland Park, Kansas, EACH as its true and lawful attorney for it and its name, place and stead to execute on behalf of the said company, as surety, bonds, undertakings and contracts of suretyship to be given to all obligees provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount of the sum of \$1,000,000 (one million dollars), including but not limited to consents of surety for the release of retained percentages and/or final estimates on construction contracts or similar authority requested by the Department of Transportation, State of Florida; and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of the presents, shall be as binding upon the Company as if they had been duly signed by the President and attested by the Secretary of the Company in their own proper persons.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted pursuant to due authorization by the Executive Committee of the Board of Directors of the American Southern Insurance Company on the 26th day of May, 1998:

RESOLVED, that the Chairman, President or any Vice President of the Company be, and that each or any of them hereby is, authorized to execute Powers of Attorney qualifying the attorney named in the given Power of Attorney to execute in behalf of the American Southern Insurance Company bonds, undertakings and all contracts of suretyship; and that any Secretary or any Assistant Secretary be, and that each or any of them hereby is, authorized to attest the execution of any such Power of Attorney, and to attach thereto the seal of the Company.

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company when so affixed and in the future, with respect to any bond undertaking or contract of suretyship to which it is attached.

In Witness Whereof, the American Southern Insurance Company has caused its official seal to be hereto affixed, and these presents to be signed by its President and attested by its Secretary this 22nd day of June, 2023.

Attest:

American Southern Insurance Company

By:

Melanie A. Coppola, Secretary



By:

Scott G. Thompson, President

STATE OF GEORGIA

SS:

COUNTY OF FULTON

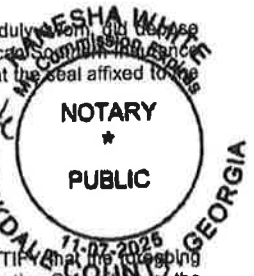
On this 22nd day of June, 2023, before me, personally came Scott G. Thompson to me known, who being by me duly sworn, depose and say that he resides in Atlanta, in the County of Fulton, State of Georgia, at 421 Hollydale Court; that he is the President of American Southern Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed and that he signed his name thereto pursuant to due authorization.

STATE OF GEORGIA

SS:

COUNTY OF FULTON

Kanesha White
Notary Public, State of Georgia
Qualified in Rockdale County
Commission Expires November 7, 2025



I, the undersigned, a Vice President of American Southern Insurance Company, a Kansas Corporation, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and, furthermore, that the Resolution of the Executive Committee of the Board of Directors set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Atlanta, Dated the 28th day of August, 2025.

Power No. 56739

Robert H. Knight, Executive Vice President





Ernie Fletcher
GOVERNOR

OFFICE OF INSURANCE

CERTIFICATE OF AUTHORITY
Corrected

Satisfactory evidence has been furnished to me showing that **American Southern Insurance Company** organized in the State of **Kansas**, and having its principal office at **Topeka, Kansas**, is in sound and solvent condition, and has fully complied with all the provisions of the Insurance Laws of the Commonwealth of Kentucky that are applicable thereto. Now, therefore, on behalf of the Office of Insurance of the Commonwealth of Kentucky, I do hereby authorize the said insurance company to transact the business of **Property, Casualty (no limitations) and Surety Insurance** in this Commonwealth for the period beginning on the date shown below and to continue in force as long as the insurer is entitled thereto.

Glenn Jennings
Office of Insurance



This Certificate of Authority shall, at all times, be the property of the Commonwealth of Kentucky, and upon any expiration, suspension, revocation, or termination thereof, the insurer shall promptly deliver this Certificate to the Office of Insurance.

Certificate Number: 58-8016195

Date: February 10, 2004

Effective Date: June 2, 1999

American Southern Insurance Company
NAIC Company Code 10235
NAIC Group Code 587

Statutory Financial Statement

As of December 31, 2024

ASSETS		LIABILITIES	
Bonds	\$91,965,383	Reserve for Losses and Loss Expense	\$59,211,843
Stocks	16,590,025	Reserve for Unearned Premiums	28,758,084
Cash & Cash Equivalents	13,985,029	Reserve for Expenses, Taxes, Licenses and Fees	5,702,085
Agents Balances	16,820,246	Payable to Parents, Subsidiaries and Affiliates	273,203
Other Assets	6,188,012	Other Liabilities	3,933,310
		Total Liabilities	597,878,525
		POLICYHOLDERS'S SURPLUS	
		Capital Stock	3,000,000
		Surplus	44,670,170
		Total Policy holders' Surplus	47,670,170
Total Assets	\$145,548,695	Total Liabilities and Policyholders' Surplus	\$145,548,695

Bonds and stocks are valued in accordance with the basis adopted by the National Association of Insurance Commissioners (NAIC).

CERTIFICATE

The officers of this reporting entity being duly sworn, each depose and say that they are the described officers of said reporting entity, and that on the reporting period stated above, all of the herein described assets were the absolute property of the said reporting entity, free and clear from any liens or claims thereon, except as herein stated, and that this statement, together with related exhibits, schedules and explanations therein contained, annexed or referred to, is a full and true statement of all the assets and liabilities and of the condition and affairs of the said reporting entity as of the reporting period stated above, and of its income and deductions therefrom for the period ended, and have been completed in accordance with the NAIC Annual Statement Instructions and Accounting Practices and Procedures manual except to the extent that: (1) state law may differ; or, (2) that state rules or regulations require differences in reporting not related to accounting practices and procedures, according to the best of their information, knowledge and belief, respectively.


President


Chief Financial Officer

State of Georgia
County of Fulton

On the 27th day of February 2025, before me came the above named officers of the American Southern Insurance Company to me personally known to be the individuals and officers described herein, and acknowledge that they executed the foregoing instrument and affixed the seal of said company thereto by authority of their office.


Melonie Coppola, Notary Public
My Commission Expires, May 17, 2026



AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Light's Enterprises, Inc.

PO Box 710

Ashland, KY 41105

SURETY:

(Name, legal status and principal place of business)

American Southern Insurance Company

One Metroplex Drive, Suite 400

Birmingham, AL 35209

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

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

OWNER:

(Name, legal status and address)

City of Ashland

1700 Greenup Avenue

Ashland, KY 41101

BOND AMOUNT: Ten Percent of Amount Bid Not to Exceed Two Thousand Eight Hundred No/100 Dollars (\$2,800.00)

PROJECT:

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

Demolition of a Single Family Dwelling

924 Prospect Avenue, Ashland, KY 41101

Project Number, if any:

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 28th day of August, 2025.

Light's Enterprises, Inc.

(Principal)

(Seal)

(Witness)



(Witness)



(Title)

American Southern Insurance Company

(Surety)

(Title)

512, Attorney In Fact

Stefan E. Tauger

AMERICAN SOUTHERN INSURANCE COMPANY

Home Office: 3715 Northside Parkway, NW
Suite 4-800
Atlanta, Georgia 30327

Mailing Address: P. O. Box 723030
Atlanta, GA 31139-0030

GENERAL POWER OF ATTORNEY

Know all men by these Presents, that the American Southern Insurance Company had made, constituted and appointed, and by these presents does make, constitute and appoint Stefan E. Tauger of Parker, Colorado; Scott E. Stoltzner of Hoover, Alabama; Arthur S. Johnson of Atlanta, Georgia; Jeffery L. Booth of Blacklick, Ohio; James E. Feldner of West Lake, Ohio; Melanie J. Stokes of Atlanta, Georgia; Jason S. Centrella of Jacksonville, Florida; or Omar G. Guerra of Overland Park, Kansas, EACH as its true and lawful attorney for it and its name, place and stead to execute on behalf of the said company, as surety, bonds, undertakings and contracts of suretyship to be given to all obligees provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount of the sum of \$1,000,000 (one million dollars), including but not limited to consents of surety for the release of retained percentages and/or final estimates on construction contracts or similar authority requested by the Department of Transportation, State of Florida; and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of the presents, shall be as binding upon the Company as if they had been duly signed by the President and attested by the Secretary of the Company in their own proper persons.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted pursuant to due authorization by the Executive Committee of the Board of Directors of the American Southern Insurance Company on the 26th day of May, 1998:

RESOLVED, that the Chairman, President or any Vice President of the Company be, and that each or any of them hereby is, authorized to execute Powers of Attorney qualifying the attorney named in the given Power of Attorney to execute in behalf of the American Southern Insurance Company bonds, undertakings and all contracts of suretyship; and that any Secretary or any Assistant Secretary be, and that each or any of them hereby is, authorized to attest the execution of any such Power of Attorney, and to attach thereto the seal of the Company.

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company when so affixed and in the future, with respect to any bond undertaking or contract of suretyship to which it is attached.

In Witness Whereof, the American Southern Insurance Company has caused its official seal to be hereto affixed, and these presents to be signed by its President and attested by its Secretary this 22nd day of June, 2023.

Attest:

American Southern Insurance Company

By:

Melanie A. Coppola, Secretary

By:

Scott G. Thompson, President



STATE OF GEORGIA

SS:

COUNTY OF FULTON

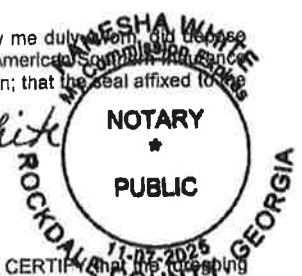
On this 22nd day of June, 2023, before me, personally came Scott G. Thompson to me known, who being by me duly sworn, did depose and say that he resides in Atlanta, in the County of Fulton, State of Georgia, at 421 Hollydale Court; that he is the President of American Southern Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed and that he signed his name thereto pursuant to due authorization.

STATE OF GEORGIA

SS:

COUNTY OF FULTON

Kanesha White
Notary Public, State of Georgia
Qualified in Rockdale County
Commission Expires November 7, 2025



I, the undersigned, a Vice President of American Southern Insurance Company, a Kansas Corporation, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and, furthermore, that the Resolution of the Executive Committee of the Board of Directors set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Atlanta, Dated the 28th day of August, 2025.

Power No. 56740

Robert H. Knight, Executive Vice President





Ernie Fletcher
GOVERNOR

OFFICE OF INSURANCE

CERTIFICATE OF AUTHORITY
Corrected

Satisfactory evidence has been furnished to me showing that **American Southern Insurance Company** organized in the State of **Kansas**, and having its principal office at **Topeka, Kansas**, is in sound and solvent condition, and has fully complied with all the provisions of the Insurance Laws of the Commonwealth of Kentucky that are applicable thereto. Now, therefore, on behalf of the Office of Insurance of the Commonwealth of Kentucky, I do hereby authorize the said insurance company to transact the business of **Property, Casualty (no limitations) and Surety Insurance** in this Commonwealth for the period beginning on the date shown below and to continue in force as long as the insurer is entitled thereto.

A handwritten signature in cursive script, reading "Glenn Jennings".

Glenn Jennings
Office of Insurance



This Certificate of Authority shall, at all times, be the property of the Commonwealth of Kentucky, and upon any expiration, suspension, revocation, or termination thereof, the insurer shall promptly deliver this Certificate to the Office of Insurance.

Certificate Number: 58-6016195

Date: February 10, 2004

Effective Date: June 2, 1999

American Southern Insurance Company
NAIC Company Code 10235
NAIC Group Code 587

Statutory Financial Statement

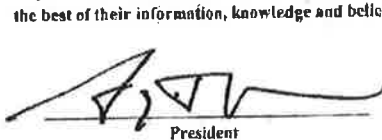
As of December 31, 2024

ASSETS		LIABILITIES	
Bonds	\$91,963,383	Reserve for Losses and Loss Expense	\$59,211,843
Stocks	16,590,025	Reserve for Unearned Premiums	28,758,084
Cash & Cash Equivalents	13,985,029	Reserve for Expenses, Taxes, Licenses and Fees	5,702,085
Agents' Balances	16,820,246	Payable to Parents, Subsidiaries and Affiliates	273,203
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		Total Liabilities	\$97,878,525
		POLICYHOLDERS'S SURPLUS	
		Capital Stock	3,000,000
		Surplus	44,670,170
		Total Policyholders' Surplus	47,670,170
Total Assets	\$145,548,695	Total Liabilities and Policyholders' Surplus	\$145,548,695

Bonds and stocks are valued in accordance with the basis adopted by the National Association of Insurance Commissioners (NAIC).

CERTIFICATE

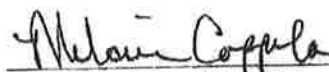
The officers of this reporting entity being duly sworn, each depose and say that they are the described officers of said reporting entity, and that on the reporting period stated above, all of the herein described assets were the absolute property of the said reporting entity, free and clear from any liens or claims thereon, except as herein stated, and that this statement, together with related exhibits, schedules and explanations therein contained, annexed or referred to, is a full and true statement of all the assets and liabilities and of the condition and affairs of the said reporting entity as of the reporting period stated above, and of its income and deductions therefrom for the period ended, and have been completed in accordance with the NAIC Annual Statement Instructions and Accounting Practices and Procedures manual except to the extent that: (1) state law may differ; or, (2) that state rules or regulations require differences in reporting not related to accounting practices and procedures, according to the best of their information, knowledge and belief, respectively.


President


Chief Financial Officer

State of Georgia
County of Fulton

On the 27th day of February 2025, before me came the above-named officers of the American Southern Insurance Company to me personally known to be the individuals and officers described herein, and acknowledge that they executed the foregoing instrument and affixed the seal of said company thereto by authority of their office.


Melonie Coppola, Notary Public
My Commission Expires, May 17, 2026













P.O. Box 70087
Louisville, KY 40270-0087
(502) 589-5400
Facsimile (502) 581-1087
www.frostbrowntodd.com

City of Ashland
P.O. Box 1839
1700 Greenup Avenue
Ashland, KY 41105

Fed # 61-0722001
November 21, 2025
Invoice # 210610516
Account # 0000YC3.0768178

RE: P3 Consulting

For Professional Services Rendered Through October 31, 2025	170,450.00
Expenses Through October 31, 2025	993.92
TOTAL THIS INVOICE:	171,443.92

All amounts are in USD

Please send remittance information to AccountsReceivable@FBTLaw.com

Wire Transfer Information:

Account Name: Frost Brown Todd LLP

Bank Name: US Bank, 425 Walnut Street, Cincinnati, OH 45202

Account Number: 821609195 – Routing Number: 042000013 – Swift Number: USBKUS44IMT

Doc ID 2-21758

Date	Narrative	Tmkr	Hours	Amount
05/01/24	Discuss contract structure and parking operations with J. Schirmer; communications with T. Wicker re research involving limits to negotiate within scope of RFP or proposals.	JMH	0.60	210.00
05/01/24	Continue research RE specific questions related to the scope of permissible deviations under model procurement code in context of P3 competitive negotiation.	TJW	3.60	1,260.00
05/02/24	Develop deal structure and agreement work streams with D. Rogers and J. Egan; communications with press and City leadership on project updates.	JMH	2.10	735.00
05/02/24	Call with J. Halligan and D. Rogers re P3 procurement for convention center hotel and garage.	JSE	0.70	245.00
05/03/24	Continue research RE specific questions related to the scope of permissible deviations under model procurement code in context of P3 competitive negotiation.	TJW	1.00	350.00
05/03/24	Draft diagram showing structure for P3 transaction.	JSE	0.90	315.00
05/06/24	Continue research RE specific questions related to the scope of permissible deviations under model procurement code in context of P3 competitive negotiation; discussion with J. Halligan RE same.	TJW	2.60	910.00
05/06/24	Analysis of City ability to negotiate changes to proposal with T. Wicker.	JMH	1.60	560.00
05/07/24	Telephone discussion with J. Halligan RE meeting with city and developer and changes to anticipated project moving forward for purposes of analyzing ongoing research.	TJW	0.60	210.00
05/07/24	Attend bimonthly meeting with AP3 and SP+; call afterwards with M. Graese and J. Moore.	JMH	6.60	2,310.00
05/08/24	Conference with J. Schirmer to debrief bimonthly meeting and understand parking operations plan; develop plan to formalize negotiation meetings and decision making; develop workstream structure.	JMH	3.80	1,330.00
05/09/24	Communication with M. Graese and J. Moore re limited notice to proceed and SP+; continue preparing for negotiations.	JMH	1.20	420.00

Date	Narrative	Tmkr	Hours	Amount
05/09/24	Legal analysis and discussion with T. Wicker re changes to Ashland Request for Proposals.	ZDM	0.50	175.00
05/09/24	Discussion with Z. Mills to provide research assistance RE specific questions related to the scope of permissible deviations under model procurement code in context of P3 competitive negotiation.	TJW	0.40	140.00
05/09/24	Legal research re Model Procurement Code adoption.	ZDM	0.20	70.00
05/10/24	Communications with M. Graese and J. Moore re parking operations and design contract.	JMH	0.20	70.00
05/13/24	Correspondence with M. Graese and J. Moore; prepare for meetings.	JMH	0.20	70.00
05/13/24	Research state statutes re negotiations and changes to Requests for Proposals.	ZDM	1.80	630.00
05/13/24	Continue research RE specific questions related to the scope of permissible deviations under model procurement code in context of P3 competitive negotiation; and continue draft memorandum RE same.	TJW	1.70	595.00
05/14/24	Conference with J. Schirmer re design agreement and parking proposal; long conference with M. Graese and J. Moore re contract negotiations structure, content, and process; continue preparing workstreams.	JMH	2.80	980.00
05/14/24	Continue researching state statutes and cases re changes to Request for Proposal.	ZDM	1.50	525.00
05/15/24	Review AMLER Grant agreement and meet with Division of AML; email with AP3 re vetting process; conference with Z. Mills re comparative caselaw on RFP negotiations.	JMH	3.00	1,050.00
05/16/24	Communication with M. Graese re gathering costs of parking enforcement to compare options; call with J. Robbins re helping to negotiate construction agreement.	JMH	0.40	140.00
05/16/24	Continue researching state laws based on the Model Procurement Code.	ZDM	1.10	385.00
05/16/24	Legal analysis and discussion with T. Wicker re P3 negotiations under the Model Procurement Code.	ZDM	0.60	210.00

Date	Narrative	Tmkr	Hours	Amount
05/16/24	Discussion with Z. Mills about continued research RE specific questions related to the scope of permissible deviations under model procurement code in context of P3 competitive negotiation.	TJW	0.40	140.00
05/16/24	Continue research RE specific questions related to the scope of permissible deviations under model procurement code in context of P3 competitive negotiation; continue draft memorandum RE same.	TJW	2.50	875.00
05/17/24	Continue researching state case law re modifications to Requests for Proposals under the Model Procurement Code.	ZDM	2.20	770.00
05/17/24	Continue research RE specific questions related to the scope of permissible deviations under model procurement code in context of P3 competitive negotiation; and continue draft memorandum RE same.	TJW	2.00	700.00
05/20/24	Communications with S. Cole re redacted AP3 proposal to send to AML for AMLER grant approval; communications with T. Wicker re negotiations limits in P3s; email with AML on Brandstetter Carroll compliance; conference with AP3 re parking costs and benefits.	JMH	1.80	630.00
05/20/24	Continue research and draft memorandum RE specific questions related to the scope of permissible deviations under model procurement code in context of P3 competitive negotiation.	TJW	3.80	1,330.00
05/21/24	Continue research and draft memorandum RE specific questions related to the scope of permissible deviations under model procurement code in context of P3 competitive negotiation.	TJW	3.60	1,260.00
05/22/24	Continue research and draft memorandum RE specific questions related to the scope of permissible deviations under model procurement code in context of P3 competitive negotiation.	TJW	1.50	525.00
05/22/24	Review and address PCI compliance concerns.	LEC	0.30	105.00
05/22/24	Review T2 agreement for risks and benefits.	LEC	3.50	1,225.00
05/23/24	Continue research and draft memorandum RE specific questions related to the scope of permissible deviations under model procurement code in context of P3 competitive negotiation.	TJW	2.50	875.00

Date	Narrative	Tmkr	Hours	Amount
05/23/24	Emails with S. Cole and AP3 on redacted proposal to send to AML and review AP3's draft meeting minutes for correctness and mark edits.	JMH	0.80	280.00
05/23/24	Review T2 systems agreements.	LEC	0.90	315.00
05/24/24	Draft agenda for bimonthly meeting; conference with J. Schirmer re AML investigation status, design agreement, meeting minutes, negotiation format, and design options; communications with AML and AP3 on subcontractor background checks; email with J. Moore re documenting meeting outcomes; review memo analyzing limits of negotiations under P3 and MPC.	JMH	2.60	910.00
05/24/24	Complete review of T2 agreements; draft summary of findings and open questions and issues.	LEC	2.60	910.00
05/28/24	Conference with M. Graese on potential to reschedule meeting; review agenda; communications with AP3.	JMH	0.30	105.00
05/30/24	Review redacted proposal from J. Schirmer.	JMH	0.20	80.00
05/31/24	Review redacted AP3 proposal and provide feedback to J. Schirmer on information not protected from disclosure; communications with J. Schirmer re AMLER grant compliance and contract negotiations; communications with FBT P3 team re document templates.	JMH	0.80	320.00
06/04/24	Lengthy bimonthly meeting with City representatives and AP3, preparation on negotiation structure; conference with M. Graese and J. Moore re ORR and deal parameters.	JMH	2.80	1,120.00
06/07/24	Conference with J. Schirmer re need for additional information and time to complete analysis for project design options.	JMH	0.40	160.00
06/10/24	Conferences with M. Graese and J. Schirmer re AP3's request for additional time to conduct analysis; review and comment on AP3's information request.	JMH	1.90	760.00
06/11/24	Communications with J. Schirmer and M. Graese re AP3 request for information related to City finances and financing the project; communication with AP3 re outlining options, expenses, operational revenues, and tradeoffs; prepare summary of previous requests for Ashland Finances for M. Graese.	JMH	1.40	560.00

Date	Narrative	Tmkr	Hours	Amount
06/13/24	Conference with B. Carter re negotiations limitation analysis.	JMH	0.10	40.00
06/14/24	Draft potential summary format for design options to include construction costs, operational losses or revenue from the conference center and parking system, risks, and tradeoffs; conference with J. Schirmer re same.	JMH	2.90	1,160.00
06/17/24	Conference with CivicPoint re whether there are any requirements for Ashland to match state appropriations and any risks or tradeoffs of not matching funds; research Ashland debt schedule and communicate with AP3; draft meeting agenda and meeting minutes and send to M. Graese and team; draft financial considerations and revenue email to M. Graese.	JMH	6.30	2,520.00
06/18/24	Conference with M. Graese re way forward for project and presenting information for decision makers; prepare for and attend bimonthly meeting with AP3; debrief meeting takeaways with M. Graese and AP3.	JMH	3.80	1,520.00
06/26/24	Communication with J. Schirmer to ensure AP3 and Ashland are on the same page as requirements for next meeting.	JMH	0.50	200.00
07/02/24	Conference with M. Graese and A. Wheeler re legal handoff from J. Moore; review legal issues and prepare for meeting.	JMH	2.90	1,160.00
07/09/24	Emails with Division of AML re AP3s' required documents for the AMLER grant; conference with AP3 re design options and financing; communications with M. Graese and AP3 re planning next meeting.	JMH	0.80	320.00
07/10/24	Analysis of whether utility funds could be used for non-utility purposes.	JMH	1.70	680.00
07/10/24	Research whether funds in utility accounts can be diverted to help construct conference center.	Z R	4.00	1,600.00
07/11/24	Communication with I. Sumaita re reviewing redacted information from AP3 proposal for AMLER grant.	JMH	0.30	120.00
07/12/24	Review redactions on project proposal to ensure compliance under KRS 61.878.	IS	1.20	480.00

Date	Narrative	Tmkr	Hours	Amount
07/12/24	Synch with AP3 on economic analysis and due outs for next meeting.	JMH	1.10	440.00
07/15/24	Draft meeting minutes and agenda; email with group re same; conference with AP3 on options to finance the project.	JMH	2.80	1,120.00
07/16/24	Review Proposal and communicate findings to J. Halligan.	IS	0.30	120.00
07/16/24	Bimonthly meeting with AP3 and City; meeting with M. Graese to review takeaways and next steps; email correspondence with city leaders re Board of Commissions meeting and AMLER grant; drive to and from Ashland.	JMH	7.90	3,160.00
07/17/24	Conference with J. Schirmer re presentation to Ashland Board of Commissioners, financing furniture, and potential to include maintenance in deal.	JMH	1.20	480.00
07/23/24	Review financial pro forma with AP3 and coordinate the presentation to the BOC.	JMH	0.80	320.00
07/24/24	Coordinate BOC meeting logistics with City and AP3; communications with AML re AP3 approval for AMLER grant.	JMH	0.60	240.00
07/25/24	Attend Board of Commissioners meeting to discuss project overall design and expenses; prepare for meeting with City staff; drive to and from Ashland.	JMH	7.30	2,920.00
07/26/24	Review Coordinate next steps and major agreement considerations with AP3.	JMH	0.80	320.00
07/29/24	Coordinate drafting of P3 agreement with J. Egan and D. Rogers.	JMH	0.10	40.00
08/01/24	Begin drafting development agreements.	JMH	1.30	520.00
08/02/24	Communication with Hunden Partners re TIF study results and ability to change project scope.	JMH	0.20	80.00
08/05/24	Prepare for meeting.	JMH	1.70	680.00
08/06/24	Prepare for bimonthly meeting.	JMH	2.20	880.00
08/07/24	Conference with J. Schirmer re meeting outcomes and questions for SP+; finalize list of questions for SP+ and email to AP3; communications with AML re remaining	JMH	0.90	360.00

Date	Narrative	Tmkr	Hours	Amount
	approvals needed for AMLER grant.			
08/12/24	Review AIA contract for design services.	JMH	0.20	80.00
08/13/24	Communications with J. Egan and D. Rogers re Development Agreement draft.	JMH	0.40	160.00
08/14/24	Conference with J. Halligan re: project status and updates.	IS	0.20	80.00
08/14/24	Conference with I. Sumaita re deal structure.	JMH	0.20	80.00
08/14/24	Communication with S. Cole re drafting draw request for state appropriation from DLG.	JMH	0.30	120.00
08/15/24	Correspondence with AP3 re due outs, review SP+ responses to questions, email with Hunden Partners re TIF agreement; review and update due out list; correspondence with S. Cole re budget for state appropriation draw request.	JMH	0.80	320.00
08/15/24	Drafting of Development Agreement.	JSE	2.90	1,160.00
08/15/24	Work on template Development Agreement for Ashland.	DAR	1.00	400.00
08/16/24	Coordinate finance meeting with RSA; review development agreement draft with J. Egan; emails with City re bond ordinance.	JMH	0.80	320.00
08/19/24	Communications with A. Wheeler re legal issues; review SP+ answers and draft follow up questions; communications with M. Graese and J. Schirmer re parking operations; prepare and circulate draft agenda for meeting.	JMH	3.60	1,440.00
08/20/24	Conference with M. Graese; communications with AP3 re design agreement and compensation; update task list; attend bimonthly meeting with AP3; follow up on due outs and financing with J. Schirmer and J. Egan.	JMH	4.70	1,880.00
08/21/24	Work on bond financing with FBT public finance team, RSA, and AP3.	JMH	4.60	1,840.00
08/21/24	Prepare for and attend meeting with Jason Halligan, John Egan and RSA.	DAR	1.50	600.00
08/22/24	Communications with M. Graese re BOC approvals; trade calls with M. Veach re financing.	JMH	0.40	160.00
08/23/24	Communication with AP3 re preparing presentation for	JMH	2.40	960.00

Date	Narrative	Tmkr	Hours	Amount
	Woodlands Foundation; continue to work on financing plan and prepare for call with M. Veach.			
08/26/24	Communications with M. Graese and M. Veach re financing.	JMH	1.30	520.00
08/27/24	Communications with M. Graese and A. Wheeler re parking operations advisory services; review SP+ materials and email thoughts to City.	JMH	0.60	240.00
08/28/24	Communications with M. Graese and AP3 re parking operations services.	JMH	0.60	240.00
08/29/24	Communications with AP3 on project developments.	JMH	0.20	80.00
08/30/24	Communications with city re approved Board resolution authorizing survey and geotech.	JMH	0.10	40.00
09/02/24	Communications with M. Graese re whether to have next meeting and items to discuss.	JMH	0.30	120.00
09/03/24	Research and analysis re timing of City issuing GO bonds; communications with A. Wheeler re meeting; continue updating DLG's Project Scope and Budget document; review draft Development Agreement; communications with AP3 re meeting agenda; attend bimonthly meeting; follow up with City officials re DLG document and meeting with A. Wheeler.	JMH	4.30	1,720.00
09/06/24	Email with City and lobbyists re lobbying registration requirements.	JMH	0.20	80.00
09/10/24	Communications with J Schirmer re Development Agreement, Design Agreement, and SP+ parking services.	JMH	0.20	80.00
09/11/24	Assist in providing Additional Insured Obligation CGL endorsement ISO forms customarily used in construction projects.	RLC	0.20	80.00
09/11/24	Draft, revise and edit Development Agreement for City of Ashland.	GM	3.90	1,560.00
09/13/24	Conferences with J. Schirmer and M. Graese; analysis of financing issues with J. Egan and D. Rogers.	JMH	2.50	1,000.00
09/13/24	Review documents - Discuss P3 with Jason Halligan and John Egan.	DAR	1.10	440.00

Date	Narrative	Tmkr	Hours	Amount
09/16/24	Communications with M. Graese and A. Wheeler re open meeting requirements; prepare meeting topics for discussion; coordinate finance meeting; draft Development Agreement and analyze design agreement format with FBT team.	JMH	2.10	840.00
09/16/24	Review Asset Management Agreement forms.	DAR	1.00	400.00
09/17/24	Review minutes from City meeting with KCED re TIF agreement; attend bimonthly meeting; communications with M. Graese re finance meeting; follow up with AP3.	JMH	1.90	760.00
09/17/24	Attend Teams meeting with City official re structure of P3 project and issuance of G.O. bonds.	JSE	0.90	360.00
09/18/24	Meeting with M. Graese and A. Wheeler re timing of GO Bond issuance and associated risks; preparation for call; email with J. Lakofka to schedule meeting; communications with D. Rogers and J. Egan re interest rates impact on timing.	JMH	2.80	1,120.00
09/18/24	Attend meeting with Michael Graese, Jason Halligan, John Egan, and City Attorney; discuss P3 vs Go Bond timing.	DAR	1.00	400.00
09/23/24	Prepare for financing meeting with RSA; communication with C. Pullem re TIF study; conference with J. Schirmer re budget and agreement docs; communications with M. Graese.	JMH	2.20	880.00
09/23/24	Prepare for and attend call with Joe Lakofka at RSA.	DAR	1.50	600.00
09/24/24	Telephone conference with J. Halligan regarding the Asset Management Agreement.	BDH	0.60	240.00
09/24/24	Conference with City re timing of bond issuance; draft design agreement and development agreement ; work with B. Hadden on asset management agreement.	JMH	3.60	1,440.00
09/24/24	Attend drafting meeting with Jason Halligan regarding preliminary design agreement.	JR	0.50	200.00
09/24/24	Review LOI for Schematic Design Services; review AIA B Series options for preliminary design agreement.	JR	2.20	880.00
09/24/24	GO Bond review with Michelle - Director of Finance at City.	DAR	1.00	400.00

Date	Narrative	Tmkr	Hours	Amount
09/24/24	Attend Teams meeting with City official re structure of P3 project and issuance of G.O. bonds.	JSE	0.90	360.00
09/24/24	Teleconference with J. Halligan and J. Robbins; review of project facts/participants and some of RFP documents from Ashland site; meeting with J. Robbins.	MS	1.80	720.00
09/25/24	Draft and revise the Asset Management Agreement for the Convention Center.	BDH	0.70	280.00
09/25/24	Review Development Agreement; review ConsensusDocs options for preliminary design agreement; review AP3 Design Contract.	JR	5.40	2,160.00
09/25/24	Meeting with J. Robbins to review design agreement and discuss initial design agreement scope; review of Ashland documents issued thus far for project details; review draft document from J. Halligan and other materials.	MS	2.20	880.00
09/26/24	Draft and revise the initial version of the Asset Management Agreement for the Convention Center Project.	BDH	3.80	1,520.00
09/27/24	Finalize the initial draft of the Asset Management Agreement for the Convention Center Project and send to J. Halligan for review and comment.	BDH	1.40	560.00
09/27/24	Conference with D. Rogers and J. Halligan regarding the Asset Management Agreement.	BDH	0.70	280.00
09/27/24	Draft Asset Management agreement with D. Rogers and B. Hadden.	JMH	1.70	680.00
09/27/24	Review form of Asset Management Agreement plus call with Haligan and Hadden.	DAR	1.20	480.00
09/30/24	Draft and revise the Asset Management Agreement for the Convention Center.	BDH	0.80	320.00
09/30/24	Correspondence with C. Pullem re TIF studies.; conference with FBT construction team re design agreement.	JMH	3.80	1,520.00
09/30/24	Meeting with J. Robbins; teleconference with J. Halligan; analysis of terms to include in preliminary design contract.	MS	2.70	1,080.00
10/01/24	Draft and revise the Asset Management Agreement for the convention center project.	BDH	3.20	1,280.00

Date	Narrative	Tmkr	Hours	Amount
10/01/24	Attend bimonthly meeting with AP3; email correspondence with City re budget documents and agenda items; email re paying survey invoices.	JMH	1.80	720.00
10/01/24	Prepare for and attend bi-monthly P3 group meeting.	DAR	1.10	440.00
10/02/24	Work on Development Agreement with J. Kutch and J. Higgins.	JMH	0.40	160.00
10/02/24	Draft and revise the Asset Management Agreement for the convention center project.	BDH	2.80	1,120.00
10/03/24	Continue to draft Development Agreement with G. Mandima; email with M. Shull and J. Robbins re Preliminary Design Agreement; communications with J. Kutch re Development Agreement edits; email with D. Rogers re Asset Management agreement edits.	JMH	1.10	440.00
10/03/24	Review draft Asset Management Agreement.	DAR	1.00	400.00
10/04/24	Conference with J. Halligan re: development agreement.	JNK	0.30	120.00
10/04/24	Attend meeting to discuss preliminary design agreement.	JR	1.00	400.00
10/04/24	Work on Development Agreement with J. Kutch.	JMH	2.50	1,000.00
10/04/24	Prepare preliminary design agreement (8 pages) and attend Teams Call with City of Ashland personnel to answer questions. Follow up with additional provisions for indemnity, standard of care, and more.	MS	4.80	1,920.00
10/07/24	Finalize design agreement.	JMH	2.90	1,160.00
10/07/24	Strategy and analysis with J. Halligan regarding AP3 and contract.	MS	0.50	200.00
10/08/24	Attend meeting with counsel, city officials, AP3 representatives, and architect representative.	JR	1.50	600.00
10/08/24	Prepare for and attend City of Ashland Teams meeting on project.	MS	1.20	480.00
10/08/24	Meeting with City and AP3 re Preliminary Design Agreement; prepare for meeting; follow up calls with M. Graese and AP3; incorporate feedback into Design Agreement draft.	JMH	4.40	1,760.00

Date	Narrative	Tmkr	Hours	Amount
10/09/24	Communications with M.Graese, S. Cole, A. Wheeler, and M. Shull re. Operations, indemnity, survey boundaries, design development definition, and parking operations consulting.	JMH	0.90	360.00
10/09/24	Attention to Ashland preliminary design agreement issues.	MS	0.30	120.00
10/10/24	Attend meeting to discuss preliminary design agreement.	JR	1.20	480.00
10/10/24	Conference with City re design agreement edits; follow up communications with M. Graese and AP3 re remaining terms.	JMH	4.70	1,880.00
10/10/24	Prepare for call and attend 1.2 hr call with City; follow up on insurance requirements with J. Halligan, Follow up with new language on indemnity for contract.	MS	2.60	1,040.00
10/11/24	Review and revise development agreement.	JNK	1.80	720.00
10/11/24	Communications with client re design agreement, meeting on parking consulting services, and drafting development agreement.	JMH	0.80	320.00
10/11/24	Discussion and review regarding preliminary design agreement.	MS	0.60	240.00
10/14/24	Communications with A. Wheeler re meeting with Jackson Kelly on insurance requirements; conference with AP3 re upcoming meetings and agreement updates; review other proposals and feasibility study to gather comparison budget estimates for operational costs.	JMH	3.50	1,400.00
10/15/24	Attend meeting to finalize project budget and sources of funds; attend bimonthly meeting with TVS Design; drive to and from Ashland.	JMH	8.00	3,200.00
10/15/24	Review next steps with J. Halligan.	JSE	0.30	120.00
10/15/24	Weekly call.	DAR	1.00	400.00
10/15/24	Address preliminary design agreement issues.	MS	0.40	160.00
10/16/24	Communications with AP3 re P3 study proposals and updated budget; conference with AP3's counsel on design agreement terms; conference with AP3 re P3 study and budget update for Commissioners.	JMH	2.90	1,160.00

Date	Narrative	Tmkr	Hours	Amount
10/16/24	Call with J. Halligan prior to Jackson Kelly Call. Call with Jackson Kelly counsel.	MS	1.10	440.00
10/17/24	Email A. Clark updated project Sources and Uses document.	JMH	0.20	80.00
10/18/24	Revise Development Agreement.	JNK	2.90	1,160.00
10/21/24	Correspondence with AP3 re potential to raise coverage limits and communications with M. Shull re same; correspondence with M. Graese re updated budget; draft updates to preliminary design agreement.	JMH	2.70	1,080.00
10/21/24	Revise development agreement.	JNK	4.30	1,720.00
10/21/24	Analysis with J. Halligan on contract and insurance; correspondence with opposing counsel.	MS	0.60	240.00
10/22/24	Communication with AP3 and A. Wheeler on costs of increasing professional liability coverage for project and final edits to design agreement; continue to edit development agreement.	JMH	3.90	1,560.00
10/22/24	Review and reply to emails with J. Halligan re: preliminary design agreement and development agreement revisions; review same.	JNK	0.20	80.00
10/22/24	Teleconference with J. Halligan and several emails about initial agreement.	MS	0.50	200.00
10/23/24	Continue to edit Development Agreement; communication with City manager and attorney re approving Preliminary Design Agreement.	JMH	1.00	400.00
10/24/24	Review and edit Development Agreement.	JMH	2.10	840.00
10/25/24	Communications with AP3 re Development Agreement and P3 study.	JMH	0.30	120.00
10/29/24	Emails with AP3 re preliminary design agreement and development agreement.	JMH	0.20	80.00
11/01/24	Communications with M. Graese, A. Clark, and A. Wheeler re next project meeting; communications with AP3 re project status and preparation for next meeting.	JMH	0.70	280.00

Date	Narrative	Tmkr	Hours	Amount
11/04/24	Communications with Ashland re AML approval of design agreement; conference with Vetter Consulting and AP3 re P3 study; conference with AP3 re design agreement and Development Agreement timeline and terms; review Development Agreement; conference with Commissioner Clark and M. Graese; email meeting topics to attendees.	JMH	4.60	1,840.00
11/05/24	Communications with City re approval process for Preliminary Design Agreement and City business licensing requirement; continue to edit Development Agreement; regular bimonthly meeting; review Vetter updated P3 study proposal.	JMH	2.60	1,040.00
11/05/24	Review comments received to the Asset Management Agreement and revise the document per comments.	BDH	0.40	160.00
11/06/24	Draft and revise the Asset Management Agreement per comments received; Send revised document to J. Halligan for review and comment.	BDH	1.10	440.00
11/06/24	Meeting with AML re reviewing and approving design agreement; correspondence with AML, AP3, and City leadership re AML approving agreement.	JMH	1.00	400.00
11/06/24	Review correspondence from J. Halligan and counsel for AP3.	MS	0.20	80.00
11/07/24	Continue editing Development Agreement.	JMH	2.00	800.00
11/08/24	Review AMA draft by Hadden.	DAR	0.50	200.00
11/08/24	Review correspondence and document from Jackson Kelly.	MS	0.20	80.00
11/12/24	Conference with J. Schirmer re project status and schedule.	JMH	0.40	160.00
11/18/24	Edit Development Agreement; communication with City Manager and Attorney re meeting with conference center operator.	JMH	4.70	1,880.00
11/19/24	Continue drafting Development Agreement.	JMH	0.30	120.00
11/19/24	Review and reply to emails with J. Halligan, D. Rogers and J. Egan re: liquidated damages.	JNK	0.10	40.00
11/19/24	Review and reply to emails with J. Halligan re: development agreement revisions.	JNK	0.10	40.00

Date	Narrative	Tmkr	Hours	Amount
11/19/24	Attend bimonthly meeting with Selection Committee and AP3; meetings with M. Graese; meeting with AP3 and Venue Works; drive to and from City.	JMH	8.50	3,400.00
11/20/24	Revise and edit Development Agreement then subsequently review and analyze the same to ensure accuracy and consistency.	GM	3.80	1,520.00
11/20/24	Communications with M. Graese and A. Wheeler re amount of liquidated damages; communications with team re preparation of Asset Management Agreement and Parent Guaranty; draft Guaranty; edit Development Agreement with G. Mandima; communications with D. Rogers and J. Egan re project updates.	JMH	3.80	1,520.00
11/20/24	Respond to J. Halligan inquiry.	MS	0.20	80.00
11/21/24	Continue reviewing and editing Development Agreement; develop list of exhibits and information needed from AP3; email with AP3's counsel re same.	JMH	5.10	2,040.00
11/21/24	Finalize review of Development Agreement.	GM	0.30	120.00
11/21/24	Conference with client re: development agreement; review documents to prepare for same; review and reply to emails with J. Halligan and M. Shull re: same.	JNK	2.50	1,000.00
11/21/24	Attend (partially) meeting with City of Ashland to review design and construction agreement.	MS	0.80	320.00
11/22/24	Continue editing Development Agreement based on client feedback; review P3 law and regulation for P3 study applicability.	JMH	0.80	320.00
11/25/24	Review emails from J. Halligan re: development agreement revisions.	JNK	0.10	40.00
11/25/24	Continue to edit Development Agreement based on client feedback with J. Kutch; emails with City re P3 study; communications with AP3 re amount of contingency in budget.	JMH	2.20	880.00
11/26/24	Correspondence with J. Kutch re contingency and site plan language in Development Agreement; update Development Agreement with feedback from City; emails with S. Cole re technical language in Agreement; emails with selection committee re P3 study questions and comments;	JMH	2.60	1,040.00

Date	Narrative	Tmkr	Hours	Amount
	communications with AP3 re process to proceed with P3 study.			
11/26/24	Review and revise development agreement; prepare and review emails with J. Halligan and S. Cole re: same.	JNK	0.50	200.00
11/27/24	Analysis and communications with AP3 re how to proceed with P3 study; communications with A. Wheeler on agreement timeline; update Development Agreement and email to AP3's counsel.	JMH	2.50	1,000.00
11/27/24	Review email from S. Cole re: development agreement.	JNK	0.10	40.00
11/27/24	Review email from J. Halligan to J. Ingle re: revised development agreement.	JNK	0.10	40.00
11/27/24	Create Redline of prior Development Agreement vs. Current and quickly review.	MS	0.50	200.00
12/02/24	Conference with AP3 and City counsel re: Development Agreement revisions.	JNK	0.60	240.00
12/02/24	Teleconference with AP3 representative, FBT team, and City Attorney; post-Teams discussion and analysis with J. Halligan on parent guarantee and other issues. Earlier call and email to J. Halligan. Review and comment on issues sent by J. Ingle.	MS	1.60	640.00
12/02/24	Communications with M. Graese in preparation for BOC meeting on Development Agreement; email and conference with AP3's counsel and City counsel re Dev. Agreement comments; communications with Finance re P3 study invoice from AP3; draft bimonthly meeting discussion items and email to attendees per M. Graese request; review and edit Asset Management Agreement.	JMH	4.30	1,720.00
12/02/24	Review and reply to emails with J. Halligan and M. Shull re: development agreement; review emails from J. Ingle re: same.	JNK	0.30	120.00
12/03/24	Review email from J. Halligan re: development agreement revisions.	JNK	0.10	40.00
12/03/24	Review AP3 comments and make updates to Development Agreement; communications with A. Wheeler on remaining legal issues; attend bimonthly meeting with AP3; communications with M. Graese re presentation to	JMH	6.20	2,480.00

Date	Narrative	Tmkr	Hours	Amount
	BoC; continue reviewing Asset Management Agreement.			
12/03/24	Review, assemble and finalize P3 Agreement and associated exhibits and attachments.	GM	0.60	240.00
12/04/24	Draft comments in response to AP3's comments on Development Agreement; communications with AP3's counsel re insurance, bonds, guaranty; emails with client re same.	JMH	3.50	1,400.00
12/04/24	Review and reply to emails with J. Halligan re: development agreement; review same.	JNK	0.30	120.00
12/04/24	Correspondence with J. Ingle and J. Halligan; analysis with both regarding last points; brief teleconference with J. Halligan. Review J. Ingle follow up points.	MS	0.80	320.00
12/05/24	Continue negotiating parent guaranty, payment and performance bonds, and insurance issues with AP3 and updating Development Agreement; reviewing Agreement for compliance with P3 law and RFP provisions.	JMH	4.60	1,840.00
12/05/24	Review and revise development agreement; review and reply to emails with J. Halligan and M. Shull re: same.	JNK	0.60	240.00
12/05/24	Email and call with J. Hays regarding issue of parent guaranty. Draft correspondence to AP3 regarding parent guaranty and insurance.	MS	1.40	560.00
12/06/24	Several emails and teleconference with J. Halligan; review AP3 suggested language and commentary on insurance limits.	MS	1.10	440.00
12/06/24	Conduct negotiations with AP3's legal counsel to finalize Development Agreement.	JMH	3.00	1,200.00
12/09/24	Conference with J. Halligan re: development agreement revisions.	JNK	0.20	80.00
12/09/24	Draft updates to Development Agreement based on feedback from AP3's legal counsel; negotiate remaining terms and prepare Exhibits; communications with A. Wheeler re updates on the negotiations status.	JMH	6.90	2,760.00
12/09/24	Review much correspondence with AP3 and team.	MS	0.30	120.00
12/09/24	Review and reply to emails with J. Halligan and M. Shull	JNK	0.40	160.00

Date	Narrative	Tmkr	Hours	Amount
	re: development agreement revisions; prepare same.			
12/09/24	Review emails from J. Halligan and J. Ingle re: development agreement revisions.	JNK	0.30	120.00
12/10/24	Communications with M. Graese re reaching agreement on Development Agreement; prepare exhibits.	JMH	3.50	1,400.00
12/10/24	Review email from J. Halligan re: development agreement revisions.	JNK	0.10	40.00
12/11/24	Continue negotiating and finalizing Development Agreement and addressing remaining concerns; review BoC slides with M. Graese.	JMH	3.50	1,400.00
12/12/24	Review emails from J. Halligan and J. Ingle re: development agreement revisions.	JNK	0.10	40.00
12/12/24	Attend Ashland Board of Commissioner's meeting to approve Development Agreement; prepare for meeting with M. Graese; drive to and from Ashland; provide edits to City press release.	JMH	9.10	3,640.00
12/13/24	Email with A. Wheeler re signed copy of Development Agreement; email AP3 agreement for their signature; communications with FBT team re attending upcoming meeting with AP3.	JMH	0.30	120.00
12/16/24	Email with City officials re meeting with AP3; communications with AP3's counsel re exhibits to Development Agreement.	JMH	0.20	80.00
12/17/24	Attend groundbreaking ceremony; conference with members of selection committee, commissioners, and AP3; drive to and from Ashland; call with AP3's counsel on status of Development Agreement.	JMH	6.30	2,520.00
12/18/24	Communications with AP3 on P3 study and development process; communications with Inframation News reporter on Development Agreement and groundbreaking.	JMH	1.60	640.00
12/19/24	Correspondence with Inframation News reporter on signing of Development Agreement.	JMH	0.20	80.00
12/20/24	Communications with AP3 re signed copy of Development Agreement; prepare exhibits and final document.	JMH	0.70	280.00

Date	Narrative	Tmkr	Hours	Amount
01/06/25	Communications with J. Schirmer on cancelling next meeting, asset management agreement, P3 study, and paying AP3's bills; cancel next meeting until new Board of Commissioners decides how to proceed.	JMH	0.80	320.00
01/09/25	Communications with AP3 re future of bimonthly meetings.	JMH	0.20	80.00
01/13/25	Review and edit Asset Management agreement.	JMH	1.10	440.00
01/18/25	Email correspondence with A. Wheeler, Mayor, and S. Howard re first meeting of new committee members, agenda setting, and open meeting process.	JMH	0.30	120.00
01/21/25	Attend bimonthly meeting with AP3 and new selection committee; drive to and from Ashland; correspondence with A. Wheeler re due outs; share Paramount operations RFP with AP3; review and provide brief comments on Paramount RFP to comply with Local Model Procurement Code.	JMH	6.30	2,520.00
01/22/25	Consider open records and negotiation implications if City were to share other proposals before the Local Gov. P3 Board approves the agreement and the agreements are fully executed.	JMH	0.20	80.00
01/22/25	Review and draft brief comments on Paramount RFP to comply with Local Model Procurement Code.	JMH	0.10	40.00
01/23/25	Conference with AP3 to review due outs, differences in designs between the two proposed locations, and next steps in project.	JMH	0.50	200.00
01/29/25	Communications with J. Schirmer re when and how the City approved the P3 study; find and share meeting minutes approving study.	JMH	0.60	240.00
01/30/25	Email with A. Wheeler re attending conference center meeting remotely.	JMH	0.10	40.00
02/07/25	Conference with AP3 re outcomes of Feb. 4 meeting and next steps.	JMH	0.50	200.00
02/14/25	Update calendar invitations reflecting new meeting time and location.	JMH	0.20	80.00
02/17/25	Email correspondence with A. Wheeler re meeting agenda.	JMH	0.10	40.00

Date	Narrative	Tmkr	Hours	Amount
02/18/25	Attend bimonthly meeting with AP3 in Ashland.	JMH	5.50	2,200.00
02/26/25	Conference with AP3 re due outs from last bimonthly meeting and P3 study progress.	JMH	0.30	120.00
02/28/25	Email correspondence with A. Wheeler re new direction of conference center committee and decision making process; call with J. Schirmer re same.	JMH	0.60	240.00
03/04/25	Update FBT team members on project developments and FBT's role moving forward.	JMH	0.90	360.00
06/20/25	Review meeting minutes and news coverage to determine potential changes to Development Agreement or other legal agreements or regulatory processes.	JMH	0.40	160.00
07/01/25	Research updates on conference center project; email with A. Wheeler re status of conference center project and next steps.	JMH	0.70	280.00
Total:			435.00	\$170,450.00

ITEMIZED DISBURSEMENTS

Date	Description	Amount
10/08/24	Parking Parking Lexington Office October 2024 client meeting	5.00
05/07/24	Mileage VENDOR: Halligan, Jason INVOICE#: 7143667012261705 DATE: 12/26/2024 Attend P3 bimonthly meeting and Ashland Parking walkthrough. 236.00 Miles	158.12
07/16/24	Mileage VENDOR: Halligan, Jason INVOICE#: 7143691012261705 DATE: 12/26/2024 Attend Ashland P3 bimonthly meeting. 236.00 Miles	158.12
11/19/24	Mileage VENDOR: Halligan, Jason INVOICE#: 7143781412261705 DATE: 12/26/2024 Travel to Ashland, KY to attend monthly P3 meeting. 236.00 Miles	158.12

ITEMIZED DISBURSEMENTS

Date	Description	Amount
12/12/24	Mileage VENDOR: Halligan, Jason INVOICE#: 7143785912261705 DATE: 12/26/2024 Travel to Ashland, KY to attend bimonthly P3 meeting. 236.00 Miles	158.12
07/25/24	Mileage VENDOR: Halligan, Jason INVOICE#: 7143703012261705 DATE: 12/26/2024 Ashland Board of Commison follow-up meetings. 236.00 Miles	158.12
12/17/24	Mileage VENDOR: Halligan, Jason INVOICE#: 7143789512271706 DATE: 12/27/2024 Travel to Ashland, KY to attend bimonthly P3 meeting. 236.00 Miles	158.12
TOTAL		\$953.72

SUMMARIZED DISBURSEMENTS

Description	Qty	Per Unit	Amount
Reproduction	339.00	0.10	33.90
Color Copies	21.00	0.30	6.30
TOTAL			\$40.20

AGENDA ITEM: _____

DATE: _____

**CITY OF ASHLAND
REQUEST FOR COMMISSION ACTION (RCA)**

Date Submitted: 12/02/2025	Date Requested: 12/11/2025
Type of Action Requested	Subject
☐ Resolution ☐ Ordinance ☐ Formal Action/Motion ☐ Public Hearing ☒ Consent	PROGRESS PAYMENT WITH HAZEN AND SAWYER FOR PROFESSIONAL SERVICES FOR A CARBON FEASIBILITY STUDY.

RECOMMENDATION:

Mark Hall, Director of Utility Operations, recommends that the Board of Commissioners approve payment to Hazen and Sawyer 230 Lexington Green Circle, STE 520, Lexington, Kentucky 40503 for engineering services for a study to determine the feasibility of supplementally feeding powder activated carbon to further aid in drinking water treatment.

DISCUSSION:

Hazen and Sawyer agree to provide scope of services that includes the following: Project Management and monthly meetings, Review of PAC Feasibility, Evaluation of PAC PFAS Removal Performance, PAC Infrastructure Requirements and PAC Conceptual Design and Reporting. This is being performed to determine the most efficient and economical process for drinking water PFAS treatment. Ashland must be compliant with new drinking water standards for PFAS by 2029. Original Ordinance No. 150, 2025 was approved on October 9, 2025.

FISCAL IMPACT

Total Contract Amount \$129,410.00
Amount paid to date \$ 00.00
Pay Request 1 \$ 4,467.30
Balance of Contract \$124,942.70

To be paid with Utility Capital budgeted funds. Budgeted \$100,000. Contract price is \$129,410 (Lump sum of \$95,010 + not to exceed \$34,400 for PFAS sampling and jar testing). KDOW has already performed jar testing so it is possible that this data can be used in lieu of jar testing portion proposed by Hazen for \$34,400.

Reviewed by
Finance Director: _____

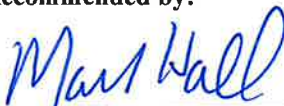
Reviewed by
Legal: _____

Prepared by:

Recommended by:

Approved by:

Teena Rucker
Teena Rucker


Mark Hall

City Manager

City of Ashland
WTP Carbon Feasibility Study
Hazen and Sawyer Project No. 50237-001
Invoice #1 Work Summary through October 2025

Work included in this invoice involved the following:

- 1.1 Kickoff Meeting / Project Management
- 1.2 Review Data provided by Ashland
- 1.3
- 1.4
- 1.5
- 1.6

Proposal Fee Table				
Task		Fee	% Complete	Complete
1.1	Project Management and Meetings	\$ 8,000.00	12%	\$ 960.00
1.2	Review PAC Feasibility	\$ 12,990.00	27%	\$ 3,507.30
1.3	Evaluation of PAC PFAS Removal Performance - Lump Sum - Hazen	\$ 18,560.00	0%	\$ -
1.4	Evaluation of PAC PFAS Removal Performance - Not-to-Exceed	\$ 34,400.00	0%	\$ -
1.5	PAC Infrastructure Requirements	\$ 14,280.00	0%	\$ -
1.6	PAC Conceptual Design and Reporting	\$ 41,180.00	0%	\$ -
Total (Time & Materials)		\$ 129,410.00	3%	\$ 4,467.30

OK MH
11/24/25



Hazen and Sawyer
150 E. Campus View Blvd., Suite 133
Columbus, OH 43235 • 614.781.9655

INVOICE

November 10, 2025

Project No: 50237-001

Invoice No: 0000001

Mark Hall
City of Ashland, KY
1700 Greenup Avenue
Suite 408
Ashland, KY 41105

OK MH 11/24/25

Project 50237-001 Ashland WTP Carbon Feasibility Study

Professional Services from September 01, 2025 to September 26, 2025

Task 101 Project Management / Meetings

Fee

Total Fee 8,000.00

Percent Complete

12.00 Total Earned

960.00

Previous Fee Billing

0.00

Current Fee Billing

960.00

Total Fee

960.00

Total this Task

\$960.00

Task 102 Review PAC Feasibility

Fee

Total Fee 12,990.00

Percent Complete

27.00 Total Earned

3,507.30

Previous Fee Billing

0.00

Current Fee Billing

3,507.30

Total Fee

3,507.30

Total this Task

\$3,507.30

Task 103 Evaluation of PAC PFAS Removal Performance - Lump Sum - Hazen

Fee

Total Fee 18,560.00

Percent Complete

0.00 Total Earned

0.00

Previous Fee Billing

0.00

Current Fee Billing

0.00

Total Fee

0.00

Total this Task

0.00

Task 104 Evaluation of PAC PFAS Removal Performance - Not to Exceed

Fee

Total Fee 34,400.00

Percent Complete

0.00 Total Earned

0.00

Previous Fee Billing

0.00

Current Fee Billing

0.00

Total Fee

0.00

Total this Task

0.00

Please remit to: Hazen and Sawyer • Attn: Accounting • 77 Newbridge Road • Hicksville, NY 11801 • Tax ID: 13-2904652



Project	50237-001	Ashland, KY- Ashland WTP Carbon Feasibility Study	Invoice	0000001
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Task	105	PAC Infrastructure Requirements
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Fee

Total Fee	14,280.00		
Percent Complete	0.00	Total Earned	0.00
		Previous Fee Billing	0.00
		Current Fee Billing	0.00
		Total Fee	0.00
		Total this Task	0.00

Task	106	PAC Conceptual Design and Reporting
------	-----	-------------------------------------

Fee

Total Fee	41,180.00		
Percent Complete	0.00	Total Earned	0.00
		Previous Fee Billing	0.00
		Current Fee Billing	0.00
		Total Fee	0.00
		Total this Task	0.00

Total this Invoice	\$4,467.30
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OK to pay
MH 11/24/25

AGENDA ITEM: _____

DATE: _____

**CITY OF ASHLAND
REQUEST FOR COMMISSION ACTION (RCA)**

Date Submitted: 12/02/2025	Date Requested: 12/11/2025
Type of Action Requested	Subject
☐ Resolution ☐ Ordinance ☐ Formal Action/Motion ☐ Public Hearing ☒ CONSENT	PROGRESS PAYMENT FOR ENGINEERING SERVICES FOR PROGRAM MANAGEMENT OF THE MANDATORY EPA LEAD AND COPPER RULE INVENTORY AND PUBLIC NOTIFICATION PROGRAM

RECOMMENDATION:

Mark Hall, Director of Utility Operations, recommends that the Board of Commissioners approve payment to Hazen and Sawyer 230 Lexington Green Circle, STE 520, Lexington, Kentucky 40503 for engineering services for program management of the EPA Lead and Copper Rule requirements for the Department of Engineering and Department of Utility Operations.

DISCUSSION:

This contract is for the engineering services to develop a service line inventory of all service lines within the water distribution system with identification of location, material type and other associated properties in conformance with Federal EPA and Kentucky Division of Water regulatory requirements. Compensation will be made on a time, and materials not-to-exceed the amount of \$217,880.00. The funds will be provided as part of a \$874,130.00 loan from the Kentucky Inventory Authority with 100% principal forgiveness. Original Ordinance No. 123, 2024 was approved on July 26, 2024.

FISCAL IMPACT:

Total Contract Amount \$ 217,880.00
Amount paid to date \$ 162,052.45
Pay Request 16 \$ 17,543.75
Balance of Contract \$ 38,283.80

Budgeted Amount \$425,000.00.

Reviewed by
Finance Director: _____

Reviewed by
Legal: _____

Prepared by:

Recommended by:

Approved by:

Teena Rucker
Teena Rucker

Mark Hall
Mark Hall

City Manager

City of Ashland
Lead and Copper Rule Program Management
Hazen and Sawyer Project No. 50237-000
Invoice #16 Work Summary through October 2025

Work included in this invoice involved the following:

- 1.1 ----
- 1.2 ----
- 1.3 Updating Inventory with construction years and field app identifications
- 1.4 ----
- 1.5 ----
- 1.6 ----
- 1.7 ----

- 2.1 Project Management/Meetings
- 2.2 Field App development
- 2.3 ----
- 2.4 ----
- 2.5 ----
- 2.6 ----
- 2.7 ----
- 2.8 ----
- 2.9 Reviewing regulatory guidance from KDOW for LCRI deliverables
- 2.10 Customer Survey Updates

Proposal Fee Table				
	Task	Fee	% Complete	Complete
1.1	Project Management, Meetings, QC	\$ 20,310.00	98%	\$ 19,820.00
1.2	Review of Historical Records	\$ 28,420.00	97%	\$ 27,426.20
1.3	Develop Lead Service Line Inventory	\$ 65,595.00	75%	\$ 49,386.25
1.4	Submit LSL Inventory and Cert. form to KDOW	\$ 15,550.00	26%	\$ 3,977.50
1.5	Comprehensive Communications Plan	\$ 35,280.00	48%	\$ 16,915.00
1.6	Customer Survey	\$ 41,920.00	62%	\$ 26,040.00
1.7	Regulatory Coordination	\$ 10,805.00	60%	\$ 6,487.50
Total (Time & Materials)		\$ 217,880.00	69%	\$ 150,052.45

OK MA 11/24/35

Proposal Fee Table				
Task		Fee	% Complete	Complete
2.1	Project Managemant, Meetings and QC	\$ 64,000.00	11%	\$ 6,880.00
2.2	Field App Development and Staff Training	\$ 56,000.00	27%	\$ 14,856.25
2.3	Service Line Verification Plan	\$ 27,000.00	0%	\$ 92.50
2.4	Compliance Sampling Plan and Site Selection	\$ 18,000.00	1%	\$ 92.50
2.5	School and Childcare Facility Sampling Plan and Site Selection	\$ 38,000.00	2%	\$ 687.50
2.6	Service Line Replacement Plan	\$ 61,000.00	0%	\$ 92.50
2.7	Additional Public Education and Outreach	\$ 20,000.00	0%	\$ -
2.8	Funding Assistance	\$ 11,000.00	0%	\$ -
2.9	Regulatory Coordination	\$ 15,000.00	8%	\$ 1,125.00
2.10	Customer Survey Updates	\$ 15,000.00	38%	\$ 5,717.50
Total (Time & Materials)		\$ 325,000.00	9%	\$ 29,543.75
Total of Both Sections		\$ 542,880.00	33%	\$ 179,596.20

OK 11/24/25



Hazen and Sawyer
150 E. Campus View Blvd., Suite 133
Columbus, OH 43235 • 614.781.9655

INVOICE

November 10, 2025

Project No: 50237-000

Invoice No: 0000016

Mark Hall
City of Ashland, KY
1700 Greenup Avenue
Suite 408
Ashland, KY 41105

Project 50237-000 Ashland Lead and Copper Rule Program Management

Professional Services from September 01, 2025 to September 26, 2025

Task	101	Project Management, Meetings, and Quality Control		
Billing Limits		Current	Prior	To-Date
Total Billings		0.00	19,820.00	19,820.00
Limit				20,309.99
Remaining				489.99
Total this Task				0.00

Task	102	Review of Historical Records		
Billing Limits		Current	Prior	To-Date
Total Billings		0.00	27,426.20	27,426.20
Limit				28,419.99
Remaining				993.79
Total this Task				0.00

Task	103	Develop Service Line Inventory		
Professional Personnel		Hours	Rate	Amount
ASSISTANT SCIENTIST				
Fields, Evan		18.50	115.00	2,127.50
ADMIN / TECHNICIAN				
Baker, Rhonda		1.50	90.00	135.00
Totals		20.00		2,262.50
Total Labor				2,262.50
Billing Limits		Current	Prior	To-Date
Total Billings		2,262.50	44,983.75	47,246.25
Limit				65,594.97
Remaining				18,348.72
Total this Task				\$2,262.50

Task	104	Submit Lead Service Line Inventory and Certification Form to KDOW		
Billing Limits		Current	Prior	To-Date
Total Billings		0.00	3,977.50	3,977.50
Limit				15,549.99
Remaining				11,572.49
Total this Task				0.00

Please remit to: Hazen and Sawyer • Attn: Accounting • 77 Newbridge Road • Hicksville, NY 11801 • Tax ID: 13-2904652

OK 11/24/25

Project	50237-000	Ashland, KY- Lead & Copper Rule Prog Mgmt	Invoice	0000016
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Task	105	Comprehensive Communications Plan		
Billing Limits		Current	Prior	To-Date
Total Billings		0.00	16,915.00	16,915.00
Limit				35,280.03
Remaining				18,365.03
Total this Task				0.00

Task	106	Customer Survey		
Billing Limits		Current	Prior	To-Date
Total Billings		0.00	25,690.00	25,690.00
Limit				41,920.00
Remaining				16,230.00
Total this Task				0.00

Task	107	Regulatory Coordination		
Billing Limits		Current	Prior	To-Date
Total Billings		0.00	5,825.00	5,825.00
Limit				10,805.03
Remaining				4,980.03
Total this Task				0.00

Task	201	Project Management, Meetings, and Quality Control		
Professional Personnel				
		Hours	Rate	Amount
ASSOCIATE				
	Asalon, Michael	7.50	205.00	1,537.50
	Totals	7.50		1,537.50
	Total Labor			1,537.50
Billing Limits				
		Current	Prior	To-Date
Total Billings		1,537.50	5,342.50	6,880.00
Limit				64,000.00
Remaining				57,120.00
Total this Task				\$1,537.50

Task	202	Field App Development and Staff Training		
Professional Personnel				
		Hours	Rate	Amount
ASSOCIATE				
	Anderson, Seth	1.00	205.00	205.00
	Asalon, Michael	29.00	205.00	5,945.00
ASSISTANT SCIENTIST				
	Fields, Evan	32.75	115.00	3,766.25
ASSISTANT ENGINEER				
	Carnes, Alexander	.50	140.00	70.00
	Totals	63.25		9,986.25
	Total Labor			9,986.25

OK 11/24/23

Project	50237-000	Ashland,KY- Lead & Copper Rule Prog Mgmt	Invoice	0000016
Billing Limits		Current	Prior	To-Date
Total Billings		9,986.25	4,870.00	14,856.25
Limit				56,000.00
Remaining				41,143.75
Total this Task				\$9,986.25
Task	203	Service Line Verification Plan		
Billing Limits		Current	Prior	To-Date
Total Billings		0.00	92.50	92.50
Limit				27,000.00
Remaining				26,907.50
Total this Task				0.00
Task	204	Compliance Sampling Plan and Site Selection		
Billing Limits		Current	Prior	To-Date
Total Billings		0.00	92.50	92.50
Limit				18,000.00
Remaining				17,907.50
Total this Task				0.00
Task	205	School and Childcare Facility Sampling Plan and Site Selection		
Billing Limits		Current	Prior	To-Date
Total Billings		0.00	687.50	687.50
Limit				38,000.00
Remaining				37,312.50
Total this Task				0.00
Task	206	Service Line Replacement Plan		
Billing Limits		Current	Prior	To-Date
Total Billings		0.00	92.50	92.50
Limit				61,000.00
Remaining				60,907.50
Total this Task				0.00
Task	207	Additional Public Education and Outreach		
Billing Limits		Current	Prior	To-Date
Total Billings		0.00	0.00	0.00
Limit				20,000.00
Remaining				20,000.00
Total this Task				0.00
Task	208	Funding Assistance		
Billing Limits		Current	Prior	To-Date
Total Billings		0.00	0.00	0.00
Limit				11,000.00
Remaining				11,000.00
Total this Task				0.00

Please remit to: Hazen and Sawyer • Attn: Accounting • 77 Newbridge Road • Hicksville, NY 11801 • Tax ID: 13-2904652

Page 3

OK 11/24/25

Project	50237-000	Ashland, KY- Lead & Copper Rule Prog Mgmt	Invoice	0000016
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Task 209 Regulatory Coordination

Professional Personnel

	Hours	Rate	Amount	
ASSOCIATE				
Asalon, Michael	2.00	205.00	410.00	
Totals	2.00		410.00	
Total Labor				410.00

Billing Limits	Current	Prior	To-Date	
Total Billings	410.00	715.00	1,125.00	
Limit			15,000.00	
Remaining			13,875.00	
		Total this Task		\$410.00

Task 210 Customer Survey Updates

Professional Personnel

	Hours	Rate	Amount	
ASSOCIATE				
Asalon, Michael	14.50	205.00	2,972.50	
COMMUNICATIONS MANAGER				
Drummy, Megan	2.50	150.00	375.00	
Totals	17.00		3,347.50	
Total Labor				3,347.50

Billing Limits	Current	Prior	To-Date	
Total Billings	3,347.50	2,370.00	5,717.50	
Limit			15,000.00	
Remaining			9,282.50	
		Total this Task		\$3,347.50

Total this Invoice \$17,543.75

ok 11/24/25
to Pal MTH

AGENDA ITEM: _____

DATE: _____

**CITY OF ASHLAND
REQUEST FOR COMMISSION ACTION (RCA)**

Date Submitted:	12/02/2025	Date Requested:	12/11/2025
Type of Action Requested		Subject	
☐ Resolution ☐ Ordinance ☐ Formal Action/Motion ☐ Public Hearing ☒ Consent		Progress Pay Request - Strand Associates, Inc. – Wastewater Treatment Plant Expansion Final Design Engineering	

RECOMMENDATION:

Mark Hall, Director of Utility Operations, recommends that the Board of Commissioners authorize payment to Strand Associates, Inc. for final design and bidding engineering services associated with the City of Ashland WWTP Expansion and Improvement Project.

DISCUSSION:

Strand Associates, Inc. has provided final design engineering services including project management, reporting, meetings, calculations, specifications, and design drawings for the expansion of the Wastewater Treatment Plant. Original Ordinance No. 194, 2022 was approved on December 19, 2022.

FISCAL IMPACT:

Original Contract Amount	\$3,992,040.00
<u>Amendment 1 Revised Contract Amount</u>	<u>\$5,340,000.00</u>
Amount Paid to Date	\$2,452,481.75
<u>Invoice #0231645</u>	<u>\$ 13,058.11</u>
Balance of Contract	\$2,874,460.14

Progress payment for final engineering services to be funded by Combined Sewer Overflow Funds. Original Contract Amount was \$3,992,040.00. Amendment No.1 (Increase) + \$1,347,960.00. Revised / New Contract Amount is now \$5,340,000.00. Budgeted Amount 25,000,000.00 + includes Engineering & Construction for FY2026.

Reviewed by:

Reviewed by:

Finance Director: _____

Legal: _____

Prepared by:

Recommended by:

Approved by:

Teena Rucker

Teena Rucker



Mark Hall

City Manager



Strand Associates, Inc.
325 West Main Street, Suite 710
Louisville, KY 40202
(502) 583-7020

Invoice

Mark Hall
Director of Utilities
City of Ashland
1700 Greenup Avenue
Ashland, KY 41105

November 12, 2025
Project No: 5102.029
Invoice No: 0231645

Project: 5102.029 WRRF Expansion and Improvements

Final Design, Bidding, Post-Final Design Services, and RPR

Professional Services Billed: October 1, 2025 through October 31, 2025

Professional Personnel

	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Principal Project Manager	2.75	273.34	751.69
Lead Project Manager 2	38.00	222.72	8,463.36
Senior Project Engineer	.50	202.48	101.24
Project Engineer	3.25	158.61	515.49
Lead Technician	4.00	152.98	611.92
Junior Engineer	1.00	150.73	150.73
Administrative	17.75	120.36	2,136.39
	67.25		12,730.82

Total Labor

12,730.82

Expenses

Other Consultants Expense Billed		
10/14/2025 WSP USA, INC.	A/P 205	324.49
Color Copies		2.80

Total Expenses

327.29

Total this Invoice

\$13,058.11

Outstanding Invoices

Number	Date	Balance
0230978	10/13/2025	19,835.25
Total		19,835.25

Contract Amount 5,340,000.00

OK TO Pay
MH 12/11/25

TERMS: Payment is due within 30 days of the date on this invoice, unless otherwise specified in the agreement.

Page 1 of 2

Please Remit Payment To: Strand Associates, Inc. 325 West Main Street, Suite 710 Louisville, Kentucky 40202 502-583-7020

Total Billings to Date 2,465,539.86

OK MH 12/1/25



STRAND ASSOCIATES, INC.
INVOICE SUPPORT—City of Ashland, KY

Period: October 1, 2025 through October 31, 2025
Project No.: 5102.029 (WRRF Expansion and Improvements Project)
Invoice No.: Invoice No. 0231645 for \$ 13,058.11
Date: November 12, 2025

LABOR:

We worked on the following items related to the project.

- Assisted with STAG grant requirements.
- Assisted with KIA SRF Loan Funding Requirements.
- Provided project management and clerical services.

OVERALL PROJECT BUDGET SUMMARY:

<u>Overall Project</u>	Amount	Percent
Compensation Amount (T&E)	\$5,340,000.00	
Current Amount Invoiced	\$13,058.11	0.2%
Cumulative Amount Invoiced	\$2,465,539.86	46.2%
Remaining Amount	\$2,874,460.14	53.8%

OK, MH 12/1/25

STRAND ASSOCIATES, INC.

Color Copies

Expense No. 944

Period Ending: 10/31/2025

DATE	CLIENT	PROJECT NUMBER	# PAGES	CHARGE
10/21/2025	City of Ashland	5102.029	4	2.80
Total				2.80

OK MA 12/1/24



WSP USA Inc. FKA WSP USA Environment & Infrastructure Inc.
One Penn Plaza, 4th Floor, New York, New York, NY, 10119, US
Company Tax ID: 11-1531569

BILL TO

Strand Associates Inc
325 W Main St, Ste 710
LOUISVILLE, KY
40202

Attention:
OKYERE, JOSEPH

INVOICE

Invoice Number: 40254847
Invoice Date: 01-OCT-2025
Contract Number: US-EI-7620231082
Currency: USD

Professional Services Provided from 31-MAY-2025 **to** 26-SEP-2025
Project Name: Strand-Ashland WWTP 2023_7620231082 (US-EI-7620231082)
Project Manager: James Inge

SUMMARY OF COSTS

	Current Amount
Professional Services	324.49
Total	324.49

OK MA 12/1/25

REMIT TO:

By Check: WSP USA Inc., P.O. Box 732476, Dallas, TX, 75373, US
By Transfer: JP MORGAN CHASE BANK, One Chase Manhattan Plaza, New York, NY 10005, US
Account Name: WSP USA Inc. Account Number: 9102685634 ABA: 021000021 SWIFT: CHASUS33XXX

Project Name: Strand-Ashland WWTP 2023_7620231082 (US-EI-7620231082)

Project Name: Strand-Ashland WWTP 2023_7620231082 (US-EI-7620231082)

LABOR				
Professional Personnel	Date	Hours	Bill Rate	Amount
02-JUN-2025				
Inge, James	02-JUN-2025	0.25	151.42	37.86
Labor Total 02-JUN-2025		0.25		37.86
09-JUL-2025				
Inge, James	09-JUL-2025	0.25	151.42	37.86
Labor Total 09-JUL-2025		0.25		37.86
11-JUL-2025				
Inge, James	11-JUL-2025	0.50	151.42	75.71
Labor Total 11-JUL-2025		0.50		75.71
14-JUL-2025				
Schuhmann, Mark	14-JUL-2025	0.50	270.40	135.20
Labor Total 14-JUL-2025		0.50		135.20
04-AUG-2025				
Inge, James	04-AUG-2025	0.25	151.42	37.86
Labor Total 04-AUG-2025		0.25		37.86
Labor Total		1.75		324.49

Invoice Total

OK MA 14/12

324.49 (USD)

AGENDA ITEM: _____

DATE: _____

**CITY OF ASHLAND
REQUEST FOR COMMISSION ACTION (RCA)**

Date Submitted: 12/03/2025	Date Requested: 12/11/2025
Type of Action Requested	Subject
☐ Resolution ☐ Ordinance ☐ Formal Action/Motion ☐ Public Hearing ☒ Consent	INVOICE FOR ENGINEERING SERVICES FOR DESIGN AND AGENCY APPROVALS OF THE KYTC/LPA LA2 DAWES STREET REHABILITATION PROJECT

RECOMMENDATION:

Barry Adkins, Director of Engineering, recommends that the Board of Commissioners authorize payment to HDR Engineering, Inc, 2517 Sir Barton Way, Lexington, Kentucky 40509 for engineering services for design and agency approvals of the Dawes Street Rehabilitation Project for the Department of Engineering.

DISCUSSION:

This progress payment is for the engineering services to design facility improvements, prepare bidding documents, and assist with permitting for the Rehabilitation of Dawes Street (CS2269) between KY 168 (Blackburn Ave) and Beech Street (CS 2233). Design services for Dawes Street rehabilitation including replacing and upgrading drainage, adding curb and sidewalk, rebuilding road to include striping and signage.

FISCAL IMPACT:

Original Contract Amount	\$ 207,384.00
Amount paid to date	\$ 172,128.72
<u>Invoice #1200772530</u>	<u>\$ 10,369.20</u>
Balance of Contract Amount	\$ 24,886.08

A request for reimbursement of 80 percent of invoice cost will be submitted to KYTC under a KYTC LPA grant. The city contribution in matching project funds will be 20 percent of invoice cost. Budgeted Amount \$245,000.00.

Reviewed by
Finance Director: _____

Reviewed by
Legal: _____

Prepared by:

Recommended by:

Approved by:

Teena Rucker
Teena Rucker

Barry Adkins
Barry Adkins

City Manager



Invoice

HDR Engineering, Inc.
Lexington, KY
Phone: (859) 629-4800

Reference Invoice Number with Payment

HDR Invoice No. 1200772530
Invoice Date November 11, 2025
Invoice Amount Due \$10,369.20
Payment Terms Net 30

Remit to P.O. Box 74008202
Chicago, IL 60674-8202

Electronic Payment: Bank of America
Account # 355004076604
Transit # 081000032
ABA # 0260-0959-3

Transmitted via Email to: badkins@ashlandky.gov

Mr. Barry Adkins
City of Ashland
1700 Greenup Avenue, Suite 408
Ashland, KY 41105

KYTC LPA 2022-01-7 LA2 Boyd County Dawes Street - Sidewalk and Drainage Improvements

Professional Services

From: August 24, 2025 To: November 1, 2025

Professional Services	Fee	Percent Complete	Fee Earned To Date	Previous Fee Invoiced	Current Fee Invoiced
	207,384.00	88.00%	182,497.92	172,128.72	10,369.20
	\$207,384.00		\$182,497.92	\$172,128.72	\$10,369.20
			Amount Due this Invoice		\$10,369.20

HDR Internal Reference Only	
Client Number	6138
Cost Center	10079
Project Number	10335175

OK TO PAY
SERVICES PROVIDED
BMA 12/03/25

AGENDA ITEM: _____

DATE: _____

**CITY OF ASHLAND
REQUEST FOR COMMISSION ACTION (RCA)**

Date Submitted:	12/03/2025	Date Requested:	12/11/2025
Type of Action Requested		Subject	
☐ Resolution ☐ Ordinance ☐ Formal Action/Motion ☐ Public Hearing ☒ Consent		PROGRESS PAY REQUEST TO HDR ENGINEERING, INC. FOR THE OPTIMIZATION AND GROWTH DISTRIBUTION SYSTEM MODELING	

RECOMMENDATION:

Mark Hall, Director of Utility Operations, recommends that the Board of Commissioners approve payment to HDR Engineering, Inc P.O. Box 74008202 Chicago, IL 60674-8202 for the Optimization and Growth Distribution System Modeling.

DISCUSSION:

Scope of Work Project Management, Accounting and Quality Control and Hydraulic Modeling.
Original Ordinance No. 52, 2025.

FISCAL IMPACT:

Total Contract Amount	\$222,128.00
Amount paid to Date	\$ 00.00
Pay Request 1	\$ 5,049.79
Balance of Contract	\$217,078.21

This was previously budgeted for the 13th Street Tank Rehabilitation for the Amount \$331,550.00. We are using the Balance of \$222,128.00 for this Optimization and Growth Distribution System Modeling per Ordinance No. 52, 2025. Not to exceed \$222,128.00. Budget Adjustment will need to be done.

Reviewed by
Finance Director: _____

Reviewed by
Legal: _____

ALTERNATIVES:

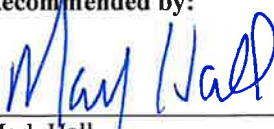
None.

Prepared by:

Recommended by:

Approved by:

Teena Rucker



Mark Hall

City Manager



Invoice

HDR Engineering Inc.
Lexington, KY 40507-1662

City of Ashland, Kentucky
Mark Hall
1700 Greenup Ave
Ashland, KY 41101-7663

Reference Invoice Number with Payment

HDR Invoice No. 1200773297
Invoice Date 12-NOV-2025
Invoice Amount Due \$5,049.79
Payment Terms 30 NET

Remit To PO Box 74008202
Chicago, IL 60674-8202
ACH/EFT Payments Bank of America ML US
ABA# 081000032
Account# 355004076604

Optimization and Growth Distribution System Modeling

Purchase Order : 52, 2025

Professional Services
From: 13-OCT-2025 To: 01-NOV-2025

Professional Services Summarization		Hours	Billing Rate	Amount
Project Coordinator	Thomas, Darren McDonald	1.50	102.72	154.08
Project Engineer	Horn, Kari Ann	34.00	133.54	4,540.36
Senior Administrator	Martin, Susan Elaine	1.00	165.60	165.60
Water/Wastewater EIT	Macaulay, Abibat Edith	1.50	126.50	189.75
		38.00		\$5,049.79
		Total Professional Services		\$5,049.79

Amount Due This Invoice (USD) \$5,049.79

Fee Amount	\$222,128.00
Fee Invoiced to Date	\$5,049.79
Fee Remaining	\$217,078.21

OK to Pay
MH 11/13/25

Invoice

HDR Invoice No. 1200773297
Invoice Date 12-NOV-2025

Professional Services and Expense Detail

Project Number: 10447049 Project Description: Ashland/Opt&Grwth DisSys Model
Task Number: 10447049-001 Task Description: Project Management

Professional Services		Hours	Billing Rate	Amount
Project Coordinator	Thomas, Darren McDonald	1.50	102.72	154.08
Senior Administrator	Martin, Susan Elaine	1.00	165.60	165.60
Water/Wastewater EIT	Macaulay, Abibat Edith	1.50	126.50	189.75
		4.00		\$509.43
		Total Professional Services		\$509.43
		Total Task		\$509.43

Professional Services and Expense Detail

Project Number: 10447049 Project Description: Ashland/Opt&Grwth DisSys Model
Task Number: 10447049-002 Task Description: Hydraulic Modeling

Professional Services		Hours	Billing Rate	Amount
Project Engineer	Horn, Kari Ann	34.00	133.54	4,540.36
		34.00		\$4,540.36
		Total Professional Services		\$4,540.36
		Total Task		\$4,540.36

OK MH 11/13/25

Invoice

HDR Invoice No. 1200773297
Invoice Date 12-NOV-2025

HDR Internal Reference Only	
Client Number	6138
Cost Center	10079
Project Number	10447049

OK M W
11/13/25

AGENDA ITEM: _____

DATE: _____

**CITY OF ASHLAND
REQUEST FOR COMMISSION ACTION (RCA)**

Date Submitted: 12/04/2025	Date Requested: 12/11/2025
Type of Action Requested	Subject
☐ Resolution ☐ Ordinance ☐ Formal Action/Motion ☐ Public Hearing ☒ Consent	PROGRESS PAYMENTS JUDY CONSTRUCTION CO. FOR JOHNSON FORK, BAUGESS DRIVE, FLORIDA STREET WATER BOOSTER STATIONS

RECOMMENDATION:

Mark Hall, Director of Utility Operations, recommends that the Board of Commissioners approve payments for the Water Booster Stations to Judy Construction Co., PO Box 457, Cynthiana, KY 41031.

DISCUSSION:

The scope of work is for addition of one booster pump station, replacement of two existing booster pump stations, reestablishment of water services, other water system appurtenances and abandonment of existing pit-type booster pump stations. Original Ordinance No. 209, 2024.

FISCAL IMPACT:

Original Contract Amount	\$ 2,773,000.00
Amount Paid to Date	\$ 402,333.79
<u>Pay Request 9</u>	<u>\$ 150,847.35</u>
Balance of Contract	\$ 2,219,818.86

This project is funded with American Rescue Plan Act (ARPA) and KIA grant. Amount budgeted in FY26 was 1,530,000.00.

Reviewed by
Finance Director: _____

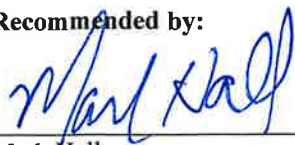
Reviewed by
Legal: _____

ALTERNATIVES:

Prepared by:

Teena Rucker
Teena Rucker

Recommended by:


Mark Hall

Approved by:

City Manager

CONTRACTOR'S PAY REQUEST

Johnson Fork, Baugess Drive, Florida Street Water Booster Stations

Contractor
Judy Construction Company
P.O.Box 457
Cynthiana, KY 41031
859-234-6900

Partial Pay Request #:

9

Partial Pay Request Period:

From:

11/1/2025

To:

12/1/2025

APPLICATION FOR PAYMENT SUMMARY			Change Order Summary		
			CO #	Addition	Deduction
1. Original Contract	\$	2,773,000.00			
2. Change Orders Approved	\$	-	1		(538,757.60)
3. Revised Contract Value (1+2)	\$	2,773,000.00	2		
4. Work Completed	\$	497,419.00	3		
5. Change Orders Completed	\$	(51,993.02)	4.		
6. Stored Materials		\$136,869.96	5.		
7. Project Value (4+5+6)	\$	582,295.94	6.		
8. Retention - 5%	\$	29,114.80	7.		
9. Previous Payments	\$	402,333.79	Totals	\$ -	\$ (38,757.60)
10. Amount This Period (7-8-9)	\$	150,847.35	Net Change		\$ (38,757.60)

Contractor's Certification

Comes the undersigned Judy Construction Company and certifies to the best of their knowledge and belief:

- (1) The work covered by this partial payment request has been completed in accordance with the contract documents,
- (2) all amounts have been paid by the Contractor for work included in previous partial payment requests and payments received from the Owner, and
- (3) the current payment amount shown herein is now due.

Clay Arthur

12/03/2025

By: Clay Arthur, Project Manager

Date

The undersigned certifies the Work has been carefully observed and to the best of their knowledge and belief, the quantities shown on this partial payment request are correct and the work performed in accordance with the contract documents.

M. Harbinger

2/25

Resident Inspector

Date

Accepted By Owner

Mark Hall 12/03/25

By:

Date

CONTRACTOR: JUDY CONSTRUCTION COMPANY
 OWNER: City of Ashland
 LOCATION: Ashland, KY
 ENGINEERS: City of Ashland

SHEET 2 of 4
 PAYMENT ESTIMATE NO. 9
 FOR PERIOD BEGINNING 11/1/2025
 AND ENDING 12/1/2025

ITEM	DESCRIPTION OF ITEM	CONTRACT			PREVIOUS		THIS ESTIMATE		TOTAL TO DATE	
		QUAN.	UNIT	UNIT COST	TOTAL AMT.	QUAN.	ESTIMATE	AMOUNT	QUAN.	AMOUNT
1	PRECONSTRUCTION VIDEO	1	LS	1,000	\$1,000	100.00%	\$1,000	\$0	100%	\$1,000.00
2	MOBILIZATION & DEMOBILIZATION & PROJECT REQUIREMENTS	1	LS	75,000	\$75,000	65.00%	\$48,750	\$0	65%	\$48,750.00
3	EROSION & WATER POLLUTION CONTROL	1	LS	18,000	\$18,000	48.00%	\$8,640	\$0	48%	\$8,640.00
4	CLEARING & RESTORATION	1	LS	2,500	\$2,500	50.00%	\$1,250	\$0	50%	\$1,250.00
5	CONSTRUCTION OF ONE 40 GPM BOOSTER PUMP STATION AT JOHNSON FORK	1	LS	807,865	\$807,865	15.18%	\$122,626	\$0	22%	\$180,770.00
6	CONSTRUCTION OF ONE 22 GPM BOOSTER PUMP STATION AT BAUGESS DRIVE	1	LS	480,000	\$480,000	0.00%	\$0	\$0	0%	\$0.00
7	CONSTRUCTION OF ONE 22 GPM BOOSTER PUMP STATION AT FLORIDA STREET	1	LS	480,000	\$480,000	0.52%	\$2,500	\$2,500	1%	\$5,000.00
8	6" C900 DR 14 WATERLINE	5	FT	750	\$3,750	0.00%	\$0	\$0	0%	\$0.00
9	6" C1350 DIAM WATERLINE	405	FT	100	\$40,500	80.00%	\$32,400	\$0	80%	\$32,400.00
10	TI-INTO EXISTING 6" WATERLINE	6	EA	7,000	\$42,000	0.00%	\$0	\$0	0%	\$0.00
11	6" GATE VALVE AND VALVE BOX COMPLETE	10	EA	3,000	\$30,000	0.00%	\$0	\$0	0%	\$0.00
12	DEMOLITION OF ABANDONED SEWAGE PUMP STATION AT FLORIDA STREET	1	EA	10,000	\$10,000	0.00%	\$0	\$0	0%	\$0.00
13	ABANDONMENT OF EXISTING PI-TYPE BOOSTER PUMP STATIONS	2	EA	10,000	\$20,000	0.00%	\$0	\$0	0%	\$0.00
14	AUTOMATIC FLUSHING HYDRANT SYSTEM	2	EA	16,000	\$32,000	0.00%	\$0	\$0	0%	\$0.00
15	3/4" WATER SERVICE COMPLETE	3005	EA	3,000	\$297,000	0.00%	\$0	\$0	0%	\$0.00
16	ASPHALT SURFACE RESTORATION	800	SY	17	\$51,085	0.00%	\$0	\$0	0%	\$0.00
17	CONCRETE SURFACE RESTORATION	140	SY	82	\$56,600	0.00%	\$0	\$0	0%	\$0.00
18	STIPULATED OWNER ALLOWANCE	1	LS	155	\$21,700	0.00%	\$0	\$0	0%	\$0.00
19	MAINTENANCE OF TRAFFIC AND SIGNAGE	1	LS	75,000	\$75,000	0.00%	\$0	\$0	100%	\$75,000.00
20	GENERAL CONDITIONS, BONDS AND INSURANCE	1	LS	5,000	\$5,000	0.00%	\$0	\$0	0%	\$0.00
21		1	LS	215,000	\$215,000	59.08%	\$127,022	\$0	8.18%	\$17,587
									67%	\$144,609.00
	SUBTOTAL (THIS SHEET)				\$3,773,000		\$344,188	\$153,231		\$497,419.00
	TOTAL				\$2,773,000		\$344,188	\$153,231		\$497,419.00

OK
 12/12/25

OK to pay
 12/13/25

SHEET	3 of 4
ESTIMATE NO.	9
FOR PERIOD	11/1/2025
AND ENDING	12/1/2025

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OK 12/2/25
MAG

SHEET	4 of 4
PAYMENT ESTIMATE NO.	9
FOR PERIOD BEGINNING	11/1/2025
AND ENDING	12/1/2025

SUMMARY OF CHANGE ORDERS

CHANGE NO.	ORDERS DATE	DESCRIPTION	CHANGE ORDER TOTAL VALUE	COMPLETED TO DATE %/UNIT	COST
1		RIPRAP, Masonry, Flowmeters, Delete Owner Allowance	(\$38,757.60)	134%	\$51,993.02
1			\$0.00	0%	\$0.00
1			\$0.00	0%	\$0.00
1			\$0.00	0%	\$0.00
1			\$0.00	0%	\$0.00
1			\$0.00	0%	\$0.00
1			\$0.00	0%	\$0.00
1			\$0.00	0%	\$0.00
1			\$0.00	0%	\$0.00
Change Order 1 Total:			(\$38,757.60)		\$51,993.02
2			\$0.00	0%	\$0.00
2			\$0.00	0%	\$0.00
2			\$0.00	0%	\$0.00
2			\$0.00	0%	\$0.00
2			\$0.00	0%	\$0.00
2			\$0.00	0%	\$0.00
2			\$0.00	0%	\$0.00
2			\$0.00	0%	\$0.00
Change Order 2 Total:			\$0.00		\$0.00
3			\$0.00	0%	\$0.00
3			\$0.00	0%	\$0.00
3			\$0.00	0%	\$0.00
3			\$0.00	0%	\$0.00
3			\$0.00	0%	\$0.00
3			\$0.00	0%	\$0.00
3			\$0.00	0%	\$0.00
Change Order 3 Total:			\$0.00		\$0.00
NET TOTAL CHANGE TO DATE:			(\$38,757.60)		\$51,993.02

Die
Maf
12/2/25

AGENDA ITEM: _____

DATE: _____

**CITY OF ASHLAND
REQUEST FOR COMMISSION ACTION (RCA)**

Date Submitted:	12/04/2025	Date Requested:	12/11/2025
Type of Action Requested		Subject	
☐ Resolution ☐ Ordinance ☐ Formal Action/Motion ☐ Public Hearing ☒ Consent		PROGRESS PAYMENT TO CJ HUGES CONSTRUCTION COMPANY, INC. FOR FY 2022 CAPITAL IMPROVEMENT PROJECT – SEWER LINING AND REPAIR	

RECOMMENDATION:

Mark Hall, Director of Utility of Operations, recommends that the Board of Commissioners approve Pay Request to C.J. Hughes Construction Company, Inc. 75 West 3rd Avenue Huntington, WV 25776 for the FY 2022 Capital Improvement Project – Sewer Lining and Repair.

DISCUSSION:

The scope of work is for Cured in Place Pipe installation and necessary manhole repairs in the following segments of the Ashland collection system with ESTIMATED quantities of ancillary repairs and services as shown in the bid documents.

The segments include US-23 Winchester Ave, 17th Street, Ackley Ave, Dixon St, 17th St (Greenup Alley), Lawrence-Elliott St, Pollard Rd, Ackley Ave – Storm, Boone St, Coburn Ave, Carter Ave, Blackburn Ave, Maryland Pkwy, Madge St, Charles-Mason Ave, Crooks St, E. Euclid Ave, and 40th St. Original Ordinance No. 216, 2024.

FISCAL IMPACT:

Original Contract Amount	\$ 2,291,563.00
Change Order No.1	\$ 00.00
Change Order No. 2 (Decrease)	\$ 22,534.78
Revised Contract Amount	\$ 2,269,028.22
Amount paid to date	\$ 307,587.96
Pay Request 2	\$ 660,091.37
Balance of Contract	\$ 1,301,348.89

Reviewed by
Finance Director: _____

Reviewed by
Legal: _____

Prepared by:

Recommended by:

Approved by:

Teena Rucker

Teena Rucker



Mark Hall

City Manager

Contractor's Application for Payment No.

2

Application Period: 5/16/2025-12/4/2025		Application Date: 8/27/2025
To (Owner): City of Ashland	From (Contractor): CJ Hughes Construction Co., Inc	Via (Engineer): City of Ashland
Project: FY 2022 Capital Improvement Sewer Lining and Repair Project	Contract:	
Owner's Contract No.:	Contractor's Project No.: 25W030355	Engineer's Project No.: 5058-04

**Application For Payment
Change Order Summary**

Approved Change Orders			1. ORIGINAL CONTRACT PRICE.....	\$ 2,291,563.00
Number	Additions	Deductions	2. Net change by Change Orders.....	\$ -22,534.78
No. 2		\$22,534.78	3. Current Contract Price (Line 1 ± 2).....	\$ 2,269,028.22
			4. TOTAL COMPLETED AND STORED TO DATE	
			(Column F total on Progress Estimates).....	\$ 1,075,199.25
			5. RETAINAGE:	
			a. 10% X \$1,075,199.25 Work Completed.....	\$ 107,519.93
			b. X Stored Material.....	\$
			c. Total Retainage (Line 5.a + Line 5.b).....	\$ 107,519.93
			6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c).....	\$ 967,679.33
			7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$ 307,587.96
			8. AMOUNT DUE THIS APPLICATION.....	\$ 660,091.37
			9. BALANCE TO FINISH, PLUS RETAINAGE	
			(Column G total on Progress Estimates + Line 5.c above).....	\$ 1,323,883.68
TOTALS		\$22,534.78		
NET CHANGE BY CHANGE ORDERS		-22,534.78		

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:
(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and
(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor Signature

By: _____ Date: _____

Payment of: \$ _____
(Line 8 or other - attach explanation of the other amount)

is recommended by: _____ (Engineer) _____ (Date)

Payment of: \$ _____
(Line 8 or other - attach explanation of the other amount)

is approved by: _____ (Owner) _____ (Date)

Approved by: _____
Funding or Financing Entity (if applicable) _____ (Date)

Progress Estimate - Unit Price Work

Contractor's Application

For (Contract):		Application Number: 2									
Application Period: 5/16/2025-12/4/2025		Application Date: 8/27/2025									
A					C	D	E	F			
Item		Contract Information			B						
Bid Item No.	Description	Item Quantity	Units	Unit Price	Total Value of Item (\$)	Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)
	Base Bid										
1	Mobilization / Demobilization	1	LS	\$181,439.00	\$181,439.00	0.5	\$90,719.50		\$90,719.50	50.0%	\$90,719.50
2	Segment A / US-23 - Winchester Ave	1	LS	\$424,384.00	\$424,384.00	0.5	\$212,192.00		\$212,192.00	50.0%	\$212,192.00
3	Segment B / 17th Ave to Floodwall	1	LS	\$207,423.00	\$207,423.00						\$207,423.00
4	Segment C / Ackley Avenue	1	LS	\$64,680.00	\$64,680.00						\$64,680.00
5	Segment D / Dixon Street	1	LS	\$213,377.00	\$213,377.00	0.95	\$202,708.15		\$202,708.15	95.0%	\$10,668.85
6	Segment E / 17th Street Alley (Greemap)	1	LS	\$58,745.00	\$58,745.00						\$58,745.00
7	Segment F / Lawrence - Elliot Street	1	LS	\$74,118.00	\$74,118.00	0.95	\$70,412.10		\$70,412.10	95.0%	\$3,705.90
8	Segment G / Pollard Road	1	LS	\$63,767.00	\$63,767.00	0.5	\$31,883.50		\$31,883.50	50.0%	\$31,883.50
9	Segment H / Carter Ave	1	LS	\$92,881.00	\$92,881.00	0.05	\$4,644.05		\$4,644.05	5.0%	\$88,236.95
10	Segment I / Boone Street	1	LS	\$35,858.00	\$35,858.00	0.95	\$34,065.10		\$34,065.10	95.0%	\$1,792.90
11	Segment J Coburn Avenue	1	LS	\$37,669.00	\$37,669.00	0.95	\$35,785.55		\$35,785.55	95.0%	\$1,883.45
12	Segment K / Ackley Ave - Storm Additive Alternate 1	1	LS	\$91,527.00	\$91,527.00	0.95	\$86,950.65		\$86,950.65	95.0%	\$4,576.35
13	Segment L / 45th Street	1	LS	\$103,449.00	\$103,449.00	0.6	\$62,069.40		\$62,069.40	60.0%	\$41,379.60
14	Segment M / Maryland Parkway	1	LS	\$57,485.00	\$57,485.00	0.95	\$54,610.75		\$54,610.75	95.0%	\$2,874.25
15	Segment N / Madge Street Additive Alternate 2	1	LS	\$49,142.00	\$49,142.00						\$49,142.00
16	Segment O / Charles-Mason Street	1	LS	\$58,361.00	\$58,361.00	0.95	\$55,442.95		\$55,442.95	95.0%	\$2,918.05
17	Segment P / Crooks Street	1	LS	\$72,913.00	\$72,913.00	0.95	\$69,267.35		\$69,267.35	95.0%	\$3,645.65
18	Segment Q / E. Euclid Avenue Additive Alternate 3	1	LS	\$82,104.00	\$82,104.00						\$82,104.00
19	Segment R / 40th Street	1	LS	\$213,378.00	\$213,378.00	0.2	\$64,448.20		\$64,448.20	20.0%	\$257,792.80
Totals				\$2,291,563.00	\$2,291,563.00		\$1,075,199.25		\$1,075,199.25	\$0.47	\$1,216,363.75

AGENDA ITEM: _____

DATE: _____

**CITY OF ASHLAND
REQUEST FOR COMMISSION ACTION (RCA)**

Date Submitted: 12/04/2025	Date Requested: 12/11/2025
Type of Action Requested	Subject
☐ Resolution ☐ Ordinance ☐ Formal Action/Motion ☐ Public Hearing ☒ Consent	PROGRESS PAYMENTS JUDY CONSTRUCTION CO. FOR ROBERTS DRIVE SCREEN REPLACEMENT

RECOMMENDATION:

Mark Hall, Director of Utility Operations, recommends that the Board of Commissioners approve Pay Request for the Roberts Drive Screen Replacement to Judy Construction Co., POB 457, Cynthiana, KY 41031 for the Wastewater Collection, Department of Utility Operations.

DISCUSSION:

The Roberts Drive Screen Replacement project consists of demolition of existing concrete screening structure, bypass pumping, new concrete screening structure with building, mechanical screen, washer compactor, slide gates, associated electrical, manual barscreen, grating, and associated piping. Original Ordinance No. 194, 2024.

FISCAL IMPACT:

Original Contract Amount	\$ 2,968,000.00
Change Order No.1(Decrease)	\$ (39,337.00)
<u>New Contract Amount</u>	<u>\$ 2,928,663.00</u>
Amount Paid to Date	\$ 1,874,495.43
Pay Request 9	\$ 348,971.70
Balance of Contract	\$ 705,195.87

This project is funded with American Rescue Plan Appropriation (ARPA) funds. The budgeted amount in FY26 was \$2,522,800.00.

Reviewed by
Finance Director: _____

Reviewed by
Legal: _____

ALTERNATIVES:

Prepared by:

Teena Rucker

Recommended by:

Mark Hall

Approved by:



engineering | architecture | geospatial

APPLICATION FOR PAYMENT

Project No: 5058-02
Project: Roberts Drive Screen Replacement

Application for Payment No.: 9
Period Beginning Date: 11/1/2025
Period Ending Date: 12/1/2025

Owner: City of Ashland, Ky
1700 Greenup Ave, Suite 408
Ashland, KY 41105

Contractor: Judy Construction Co.
POB 457
Cynthiana, KY 41031

CONTRACTOR AFFIDAVIT

The undersigned affiant states that he/she is the Authorized Signatory of the CONTRACTOR for the construction of the PROJECT. By his personal knowledge, he further states that the WORK covered by this APPLICATION FOR PAYMENT has been completed in accordance with the CONTRACT DOCUMENTS and executed amendments thereto; that for all previous APPLICATIONS FOR PAYMENT, except as noted hereinafter as exceptions, the CONTRACTOR has paid in full or has otherwise satisfied all obligations (1) for equipment and materials (whether incorporated into the WORK or acceptably stored on-site), (2) for all work, labor, and services performed, and (3) for all known indebtedness and claims against the CONTRACTOR for damages arising in any manner in connection with the performance of this CONTRACT for which the OWNER, the OWNER's property, or the CONTRACT funds might in any way be held responsible, including the applicable State Statute, and that the current payment on this APPLICATION FOR PAYMENT is now due and payable. This affidavit is directed to the OWNER by and through its ENGINEER.

EXCEPTIONS: _____ (If none, write "NONE". Attach additional sheets, if necessary.)

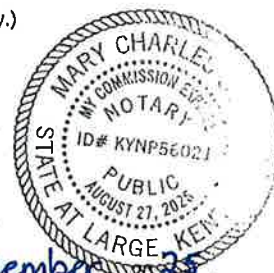
If required by the OWNER, the CONTRACTOR shall furnish a bond satisfactory to the OWNER for each exception)

Clay Arthur
CONTRACTOR

12-4-25
DATE

State of: Kentucky

County of: Harrison



SUBSCRIBED and sworn to before me by Clay Arthur on this 4th day of December, 2025

Mary Charles Coy
NOTARY PUBLIC

My Commission expires: 8-27-26

STATEMENT BY ENGINEER

BASED upon on-site observation, and to the best of my knowledge, understanding, and belief, the WORK has progressed to the point indicated herein; and the quality of the WORK complies with the requirements of the CONTRACT DOCUMENTS.

Adalyn Hmay
ENGINEER

12/4/2025
DATE

APPLICATION FOR PAYMENT SUMMARY

TOTAL WORK COMPLETED TO DATE	\$2,332,535.71	ORIGINAL CONTRACT PRICE	\$2,968,000.00
BALANCE OF STORED MATERIALS	\$7,956.00	CHANGE ORDER NO. 1	(\$39,337.00)
TOTAL ENTITLEMENT TO DATE	\$2,340,491.71	CHANGE ORDER NO. 2	
AMOUNT RETAINED PER CONTRACT (5%)	\$117,024.59	CHANGE ORDER NO. 3	
CLAIMS AGAINST THE CONTRACT FUNDS	\$0.00	CHANGE ORDER NO. 4	
TOTAL DUE CONTRACTOR TO DATE	\$2,223,467.13	CHANGE ORDER NO. 5	
AMOUNT OF PREVIOUS PAYMENTS	\$1,874,495.43	TOTAL CONTRACT PRICE TO DATE	\$2,928,663.00

AMOUNT DUE CONTRACTOR THIS PAYMENT \$348,971.70

Percent Complete (Excluding Stored Materials) 80%

AUTHORIZATION BY OWNER

Mark Hall
OWNER

12/4/25
DATE

Attachments: Cost Breakdown
Stored Material Breakdown (if applicable)



Application for Payment No.:	9
Period Beginning Date:	11/1/2025
Period Ending Date:	12/1/2025

Project No.: 5058-02	Application for Payment No.: 9
Project: Roberts Drive Screen Replacement	Period Beginning Date: 11/1/2025
	Period Ending Date: 12/1/2025

Item No.	Description of Work	Breakdown			Completed Previously		Completed This Month		Completed To Date		Percent Complete	
		Quantity	Unit	Unit Price	Total	Quantity	Amount	Quantity	Amount	Quantity		Amount
BASE BID												
1	Preconstruction Video	1.00	LS	\$500.00	\$500.00	1.00	\$500.00		\$0.00	1.00	\$500.00	100%
2	Mobilization & Demobilization & Proj Requirements	1.00	LS	\$75,000.00	\$75,000.00	0.65	\$48,750.00	0.00%	\$0.00	0.65	\$48,750.00	65%
3	Erosion & Water Pollution Control	1.00	LS	\$1,500.00	\$1,500.00	1.00	\$1,500.00		\$0.00	1.00	\$1,500.00	100%
4	Bypass Pumping & Temporary Connections	1.00	LS	\$250,000.00	\$250,000.00	1.00	\$249,900.00	0.00%	\$0.00	1.00	\$249,900.00	100%
5	Demolition	1.00	LS	\$18,000.00	\$18,000.00	1.00	\$18,000.00		\$0.00	1.00	\$18,000.00	100%
6	New Concrete, Equipment, Electrical, Piping, Valves, HVAC	1.00	LS	\$2,160,000.00	\$2,160,000.00	0.61	\$1,307,944.09	15.85%	\$342,318.63	0.76	\$1,650,282.71	76%
7	Mag Meter Vault, Meter, Piping, Valves, Elec Temp Connection	1.00	LS	\$50,000.00	\$50,000.00	1.00	\$50,000.00	0.00%	\$0.00	1.00	\$50,000.00	100%
8	Restoration of Ext Gravel & Concrete Surface	1.00	LS	\$4,000.00	\$4,000.00		\$0.00		\$0.00	0.00	\$0.00	0%
9	Site Grading / Restoration	1.00	LS	\$6,000.00	\$6,000.00		\$0.00		\$0.00	0.00	\$0.00	0%
10	Stipulated Owner Allowance	1.00	LS	\$50,000.00	\$50,000.00	1.00	\$50,000.00		\$0.00	1.00	\$50,000.00	100%
11	General Conditions Bond & Insurance	1.00	LS	\$278,000.00	\$278,000.00	0.73	\$202,940.00	9.00%	\$25,020.00	0.82	\$227,960.00	82%
12	Relocation of Underground Elec Wires & Conduit	1.00	LS	\$75,000.00	\$75,000.00	1.00	\$75,000.00		\$0.00	1.00	\$75,000.00	100%
CHANGE ORDERS												
#1	Delete Bid Item #10	1.00	LS	(\$50,000.00)	(\$50,000.00)	1.00	(\$50,000.00)	0.00	\$0.00	1.00	(\$50,000.00)	100%
#1	Delete Bid Item #12	1.00	LS	(\$75,000.00)	(\$75,000.00)	1.00	(\$75,000.00)	0.00	\$0.00	1.00	(\$75,000.00)	100%
#1	Add Electrical Utilities Realocation	1.00	LS	\$85,663.00	\$85,663.00	1.00	\$85,663.00	0.00	\$0.00	1.00	\$85,663.00	100%
							\$0.00		\$0.00	0.00	\$0.00	#DIV/0!
							\$0.00		\$0.00	0.00	\$0.00	#DIV/0!
							\$0.00		\$0.00	0.00	\$0.00	#DIV/0!
							\$0.00		\$0.00	0.00	\$0.00	#DIV/0!
							\$0.00		\$0.00	0.00	\$0.00	#DIV/0!
							\$0.00		\$0.00	0.00	\$0.00	#DIV/0!
							\$0.00		\$0.00	0.00	\$0.00	#DIV/0!
Total Base Bid \$2,928,663.00							\$1,965,197.09		\$367,338.63		\$2,332,535.71	

12/4/25 mdu OK to pay



AGENDA ITEM: _____
DATE: _____

**CITY OF ASHLAND
REQUEST FOR COMMISSION ACTION (RCA)**

Date Submitted: 12/05/2025	Date Requested: 12/11/2025
Type of Action Requested	Subject
☐ Resolution ☐ Ordinance ☐ Formal Action/Motion ☐ Public Hearing ☒ Other	Requesting approval for renewal payment of law enforcement analysis support service subscription.

RECOMMENDATION:

Staff recommend that the Board of Commissioners approval to the Police Department pay for renewal of law enforcement analysis support service subscription for 1 year continuing April 20, 2026.

DISCUSSION:

The Police Department uses this for law enforcement analysis services/subscription from Magnet Forensics LLC (Formerly Grayshift LLC) to solve crimes. This service is a sole source item and is needed to continue for an infrastructure for APD digital forensic laboratory.

FISCAL IMPACT:

Budgeted \$57,110.00.00 for FY 25-26. Magnet contacted us to advise that the prices were increasing on January 1, 2026. They know we have budgeted for this amount and not the increase. That increase will be 61,395.00. They are giving us an opportunity to save \$4285.00 on the yearly cost. The subscription per year has increased in the past \$6000.00 yearly due to the complexity of the software. We have taken advantage of earlier discounts.

Reviewed by
Finance Director: _____

Reviewed by
Legal: _____

ALTERNATIVES:

Prepared by:

Recommended by:

Approved by:

Todd Kelley
Chief Todd Kelley

Todd Kelley
Chief Todd Kelley

City Manager



Q-391068 - USD 57,110.00

Quotation

Address:

Magnet Forensics, LLC
931 Monroe Drive NE
Suite A102-340
Atlanta, Georgia 30308
United States

Phone: 519-342-0195

Quote #: Q-391068-1
Issue Date: 3 Dec, 2025
Expires On: 31 Dec, 2025

Bill To

Adam Daniels
Ashland Police Department (KY)
1700 Greenup Ave.
#1
Ashland, Kentucky 41101
United States
6062839069
adamdaniels@ashlandky.gov

Ship To

Adam Daniels
Ashland Police Department (KY)
1700 Greenup Ave.
#1
Ashland, Kentucky 41101
United States
6062839069
adamdaniels@ashlandky.gov

End User

Adam Daniels
Ashland Police Department (KY)
1700 Greenup Ave.
#1
Ashland Kentucky 41101
United States
6062839069
adamdaniels@ashlandky.gov

PREPARED BY	PHONE	EMAIL	PAYMENT TERM
Zach Witt		zach.witt@magnetforensics.com	Net 30

ITEM #	PRODUCT NAME	SMS DATES	UNIT SELLING PRICE	QTY	EXTENDED PRICE
GKL-ONF- PR-B	GrayKey License - Premier Bundle	20 Apr, 2026 to 19 Apr, 2027	USD 57,110.00	1	USD 57,110.00

Sub-Total USD 57,110.00
Taxes USD 0.00
Grand Total USD 57,110.00

Prices subject to change upon quote expiry. Accurate sales tax will be calculated at the time of invoicing when applicable. If your company is tax exempt, please provide appropriate support with your signed quote. Hardware may be subject to additional fees related to delivery, import and export.

Terms & Conditions

Unless you have an existing written agreement with Magnet Forensics for the products and/or services listed in this quotation, by: (a) signing below, (b) submitting an Order to Magnet Forensics referencing this quotation, or (c) making payment for the products and/or related services listed in this quotation, you agree to the terms and conditions at <http://magnetforensics.com/legal/> applicable to such products and/or services listed in this quotation to the exclusion of any differing or additional terms which may be found on your purchase order or similar document. By signing, you certify that you have the authority to bind your organization.

Fw: Magnet Forensics - GRAYKEY Renewal - Q-391068

From Adam Daniels <AdamDaniels@ashlandky.gov>

Date Fri 12/5/2025 9:16 AM

To Sami Powell <SamiPowell@ashlandky.gov>

 1 attachment (67 KB)

Q-391068 - Ashland Police Department.pdf;

Get [Outlook for iOS](#)

From: Zach Witt <zach.witt@magnetforensics.com>

Sent: Wednesday, December 3, 2025 2:47:31 PM

To: Adam Daniels <AdamDaniels@ashlandky.gov>

Cc: Adam Daniels <AdamDaniels@ashlandky.gov>

Subject: Magnet Forensics - GRAYKEY Renewal - Q-391068

CAUTION: This email is from an EXTERNAL contact. Please do not open attachments, or click on links from unknown or suspicious senders.

***** NOTE!!!! THIS QUOTE IS 2025 LIST PRICING, IF I RECEIVE A PO OR SIGNED QUOTE BEFORE THE 2026 NEW YEAR I CAN HONOUR THIS PRICING EVEN WITH YOUR RENEWAL LANDING IN 2026*****

Hi Adam,

Please find your Magnet renewal quote attached.

I know this may seem early, but our 2026 pricing has just been released, and I wanted to make sure you had the opportunity to renew at the current 2025 rates before the increase takes effect. We won't be able to honor this price after the quote expires.

To move forward with your renewal at the 2025 pricing, please return a signed quote or provide a purchase order (PO). Once received, we'll process it and issue the invoice.

Kindly confirm receipt of this quote at your earliest convenience.

If you have any questions or need further assistance, don't hesitate to reach out.

Thank you!

Zach

AGENDA ITEM: _____

DATE: _____

**CITY OF ASHLAND
REQUEST FOR COMMISSION ACTION (RCA)**

Date Submitted: 11/24/25	Date Requested: 12/11/25
Type of Action Requested	Subject
Resolution ☒ Ordinance ☐ Formal Action/Motion ☐ Public Hearing ☐ Other	Request to approve the 2026 Payment Standards for Ashland Assisted Housing

RECOMMENDATION:

The Department of Community & Economic Development requests the approval of 2026 Payment Standard Schedule to be used for the Housing Choice Voucher Program (Section 8). The Housing Choice Voucher Program is administered by Ashland Assisted Housing with funding provided by the Department of Housing & Urban Development.

DISCUSSION:

The Department of Housing & Urban Development posts Fair Market Rents yearly. Ashland Assisted Housing reviews the posted Fair Market Rents to create a Payment Standard Schedule for the jurisdiction. Payment standards are the maximum amount the agency will assist for rent and utility assistance for a unit.

The PHA's Aug 2025 success rate is listed at 52%, meaning only half of Section 8 Voucher holders are obtaining housing, and nearly all leasing occurs within 60 days. This suggests that voucher holders are having difficulty in finding/finalizing agreements with landlords. Voucher holders can often have a multitude of issues in finding available units, not limited to, but including, a shortage of housing stock in the area and competition with non-HUD assisted tenants who may be willing or able to pay more than PHA payment standards allow.

As far as market competition in a low stock area is concerned, the most effective approach to increasing the number of landlords who accept Section 8 in a given area is to increase what they are being paid via an increased payment standard. This allows voucher holders to be more competitive in the local housing market.

FISCAL IMPACT:

Bedroom Size/Voucher Size	Number of Units	HUD Set Rate	New Payment Standard Percentage	Proposed Amount
Efficiency	2	\$848.00	110%	\$932.00
One-Bedroom	142	\$853.00	110%	\$938.00
Two-Bedroom	477	\$973.00	110%	\$1070.00
Three-Bedroom	301	\$1249.00	110%	\$1373.00
Four-Bedroom	28	\$1410.00	110%	\$1551.00

The PHA's current payment standard is 100% for Boyd County, KY, and creates a general per unit cost of ~\$675. Based on HAP reserve estimates for 2026 (which show a \$422,130 HAP Reserve estimated at the end of 2026), there is plenty of room for further lease up; the primary issue is ensuring a higher level of success in getting leases signed. There have been some concerns that raising the payment standard would have a negative impact on administrative fee revenue for the Housing Authority. This is not the case. A raise in payment standard would expend HAP funding, which is funding used for tenant rents; it would not affect administrative fees, which is funding to ensure the PHA has the operational capacity to run an HCV program effectively. These are two separate funding types.

All expenses are paid from the Section 8 Voucher Fund. Budget = \$4,113,600

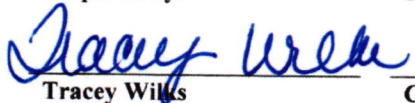
Payment Standards would be effective January 1, 2026.

Reviewed by
Finance Director: _____

Reviewed by
Legal: _____

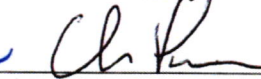
ALTERNATIVES:

Prepared by:



Tracey Wilks
Section 8 Administrator

Recommended by:



Chris Pullem
Community & Economic
Development Director

Approved by:

Tony Grubb
City Manager

ORDINANCE NO. _____, 2025

AN ORDINANCE OF THE CITY OF ASHLAND, KENTUCKY, ADOPTING THE HOUSING CHOICE VOUCHER PROGRAM PAYMENT STANDARDS FOR THE CITY OF ASHLAND, COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT, DIVISION OF ASSISTED HOUSING (SECTION 8) EFFECTIVE JANUARY 1, 2026.

* * * * *

WHEREAS, the Public Housing Authority determines a payment standard, and

WHEREAS, said payment standards must be within a certain range of the Department of Housing and Urban Development (HUD) Fair Market Rent;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF ASHLAND, KENTUCKY:

SECTION 1. The Ashland Board of City Commissioners hereby adopts the Housing Choice Voucher Program Payment Standards effective January 1, 2026 for the City of Ashland, Community and Economic Development Department, Division of Assisted Housing (Section 8). A copy of said payment standards is attached hereto and made a part hereof by reference.

SECTION 2. All ordinances and parts of ordinances in conflict herewith, to the extent of such conflict only, are hereby repealed.

SECTION 3. This ordinance shall be in full force and effect from and after its adoption, readoption and publication, as required by law.

MAYOR

ATTEST:

CITY CLERK

ADOPTED BY THE BOARD OF COMMISSIONERS: _____
READOPTED BY THE BOARD OF COMMISSIONERS: _____
PUBLISHED: _____

REQUESTED/SPONSORED BY: CHRIS PULLEM, DIRECTOR
COMMUNITY & ECONOMIC DEVELOPMENT



FY 2025 FAIR MARKET RENT DOCUMENTATION SYSTEM

The FY 2025 Huntington-Ashland, WV-KY-OH HUD Metro FMR Area FMRs for All Bedroom Sizes

Final FY 2025 & Final FY 2024 FMRs By Unit Bedrooms					
Year	Efficiency	One-Bedroom	Two-Bedroom	Three-Bedroom	Four-Bedroom
FY 2025 FMR	\$844	\$850	\$971	\$1,259	\$1,459
FY 2024 FMR	\$793	\$815	\$938	\$1,236	\$1,431

Boyd County, KY is part of the Huntington-Ashland, WV-KY-OH HUD Metro FMR Area, which consists of the following counties: Boyd County, KY; Greenup County, KY; Lawrence County, OH; Cabell County, WV; and Wayne County, WV. All information here applies to the entirety of the Huntington-Ashland, WV-KY-OH HUD Metro FMR Area.

Fair Market Rent Calculation Methodology



[Show/Hide Methodology Narrative](#)



The results of the Fair Market Rent Step-by-Step Process

1. Base Rent Calculation

The following are the 2022 American Community Survey 5-year 2-Bedroom Adjusted Standard Quality Gross Rent estimates and margins of error for Huntington-Ashland, WV-KY-OH HUD Metro FMR Area.

Area	ACS ₂₀₂₂ 5-Year 2-Bedroom Adjusted Standard Quality Gross Rent	ACS ₂₀₂₂ 5-Year 2-Bedroom Adjusted Standard Quality Gross Rent Margin of Error	Ratio	Sample Size Category	Result
Huntington-Ashland, WV-KY-OH HUD Metro FMR Area	\$796	\$24	\$24 / \$796=0.03015	6	0.03015 < .5 6 ≥ 4 Use ACS ₂₀₂₂ 5-Year Huntington-Ashland, WV-

KY-OH HUD
Metro FMR Area
2-Bedroom
Adjusted
Standard
Quality Gross
Rent

Since the ACS₂₀₂₂ Margin of Error Ratio is less than .5, HUD uses the ACS₂₀₂₂ Huntington-Ashland, WV-KY-OH HUD Metro FMR Area value for the estimate of 2-Bedroom Adjusted Standard Quality Gross Rent (Base Rent).

Area	FY2025 Base Rent
Huntington-Ashland, WV-KY-OH HUD Metro FMR Area	\$796

2. Recent Mover Adjustment Factor Calculation

A recent mover adjustment factor is applied based on the smallest area of geography containing Huntington-Ashland, WV-KY-OH HUD Metro FMR Area that has an ACS₂₀₂₂ 1-year Adjusted Standard Quality Recent-Mover estimate with a Margin of Error Ratio that is less than .5 and a sufficient number of sample cases.

Area	ACS ₂₀₂₂ 1-Year Adjusted Standard Quality Recent- Mover Gross Rent	ACS ₂₀₂₂ 1-Year Adjusted Standard Quality Recent- Mover Gross Rent Margin of Error	Ratio	Sample Size Category	Result
Huntington-Ashland, WV-KY-OH HUD Metro FMR Area – ACS 1-year recent mover 2 Bedroom	\$916	\$110	0.12	1	1 < 4 Do Not Use ACS ₂₀₂₂ 1-Year Huntington-Ashland, WV-KY-OH HUD Metro FMR Area 2-Bedroom Adjusted Standard Quality Recent-Mover Gross Rent
Huntington-Ashland, WV-KY-OH HUD Metro FMR Area – ACS 1-year recent mover All Bedroom	\$876	\$68	0.078	1	1 < 4 Do Not Use ACS ₂₀₂₂ 1-Year Huntington-Ashland, WV-KY-OH HUD Metro FMR Area All Bedroom Adjusted Standard

Area	ACS ₂₀₂₂ 1-Year Adjusted Standard Quality Recent- Mover Gross Rent	ACS ₂₀₂₂ 1-Year Adjusted Standard Quality Recent- Mover Gross Rent Margin of Error	Ratio	Sample Size Category	Result
					Quality Recent- Mover Gross Rent
Huntington-Ashland, WV-KY-OH HUD Metro FMR Area – ACS 2-year recent mover 2 Bedroom	<u>\$907</u>	\$69	0.076	1	1 < 4 Do Not Use ACS ₂₀₂₂ 1-Year Huntington-Ashland, WV-KY-OH HUD Metro FMR Area 2 Bedroom Adjusted Standard Quality Recent-Mover Gross Rent
Huntington-Ashland, WV-KY-OH HUD Metro FMR Area – ACS 2-year recent mover All Bedroom	<u>\$852</u>	\$35	0.041	4	0.041 < .5 4 ≥ 4 Use ACS ₂₀₂₂ 1-Year Huntington-Ashland, WV-KY-OH HUD Metro FMR Area All Bedroom Adjusted Standard Quality Recent-Mover Gross Rent

The calculation of the relevant Recent-Mover Adjustment Factor for Huntington-Ashland, WV-KY-OH HUD Metro FMR Area is as follows:

ACS ₂₀₂₂ 5-Year Area	ACS ₂₀₂₂ 5-Year 40th Percentile Adjusted Standard Quality Gross Rent	ACS ₂₀₂₂ 1-Year 40th Percentile Adjusted Standard Quality Recent- Mover Gross Rent
Huntington-Ashland, WV-KY-OH HUD Metro FMR Area – All Bedroom	<u>\$816</u>	<u>\$852</u>

Area	Ratio	Recent-Mover Adjustment Factor
Huntington-Ashland, WV-KY-OH HUD Metro FMR Area	$\frac{\$852}{\$816} = 1.044$	$1.0441 \geq 1.0$ Use calculated Recent-Mover Adjustment Factor of 1.0441

3. Inflation Adjustment Factor Calculation

A gross rent inflation adjustment factor is applied based on a weighted average of a private source gross rent inflation factor and a Consumer Price Index gross rent inflation factor. Since Huntington-Ashland, WV-KY-OH HUD Metro FMR Area is covered by at least 3 private data sources, a local-based private rent factor is applied. Furthermore, since Huntington-Ashland, WV-KY-OH HUD Metro FMR Area is not covered by a local-CPI rent area, a Region-based CPI gross rent factor is applied.

Components of 2023 Inflation Adjustment Factor for Huntington-Ashland, WV-KY-OH HUD Metro FMR Area					
	$R_{2023} =$ Shelter Rent Change, 2022 to 2023	$U_{2023} =$ CPI Annual Utilities Change, 2022 to 2023	$C_{2023} =$ ACS Utility Cost as a Percent of Gross Rent	Gross Rent Inflation Factor Calculation = $(R_{2023} \times (1 - C_{2023}) + U_{2023} \times C_{2023})$	Inflation Factor Type
$P_{2023} =$ Private Inflation Factor	1.06113	1.03911	0.28042	$(1.06113 \times 0.71958) + (1.03911 \times 0.28042) = 1.05496$	Local
$CPI_{2023} =$ CPI Inflation Factor	1.09666	1.03911	0.1531	$(1.09666 \times 0.8469) + (1.03911 \times 0.1531) = 1.08777$	Region

The 2023 Gross Rent Inflation Factor for Huntington-Ashland, WV-KY-OH HUD Metro FMR Area is computed as follows:

$$\begin{aligned}
 &= CPI_{2023} \times (1 - W_{2023}) + P_{2023} \times W_{2023} \\
 &= (1.08777 \times 0.2501) + (1.05496 \times 0.7499) \\
 &= (0.272051) + (0.791115) \\
 &= \mathbf{1.06316}
 \end{aligned}$$

4. Trend Factor Adjustment

The calculation of the Trend Factor is as follows: HUD forecasts the change in gross rents

from 2023 to 2025 for each CPI area and Census Region. This makes Fair Market Rents "as of" FY2025.

Because the Huntington-Ashland, WV-KY-OH HUD Metro FMR Area crosses regions, a population weighted average of the regional Trend Factors will be used.

Region	Trend Factor
Midwest	<u>1.0801</u>
South	<u>1.1043</u>

The Trend Factor is 1.0992.

5. Combination of Factors

The FY 2025 2-Bedroom Fair Market Rent for Huntington-Ashland, WV-KY-OH HUD Metro FMR Area is calculated as follows:

Area	Base Rent		<u>Recent-Mover Adjustment Factor</u>		<u>Annual 2022 to 2023 Gross Rent Inflation Adjustment</u>		<u>Trending 2023 to FY2025</u>		FY 2025 2-Bedroom FMR
Huntington-Ashland, WV-KY-OH HUD Metro FMR Area	\$796	*	1.0441	*	1.06316	*	1.09920	=	\$971

6. State Minimum Comparison

In keeping with HUD policy, the preliminary FY 2025 FMR is checked to ensure that it does not fall below the state minimum.

Since Huntington-Ashland, WV-KY-OH HUD Metro FMR Area is a multistate area, the highest state minimum of the states comprising Huntington-Ashland, WV-KY-OH HUD Metro FMR Area is used:

State	FY 2025 State Minimum
Kentucky	\$884
Ohio	\$884
West Virginia	\$884

The relevant state minimum is that of Kentucky / Ohio / West Virginia at \$884.

Area	Preliminary FY2025	FY 2025 Kentucky / Ohio	Final FY2025 2-Bedroom FMR

2-Bedroom FMR		/ West Virginia State Minimum	
Huntington-Ashland, WV-KY-OH HUD Metro FMR Area	\$971	\$884	\$971 ≥ \$884 Use Huntington-Ashland, WV-KY-OH HUD Metro FMR Area FMR of \$971

7. Bedroom Ratios Application

Bedroom ratios are applied to calculate FMRs for unit sizes other than two bedrooms.

Click on the links in the table to see how the bedroom ratios are calculated.

FY 2025 FMRs By Unit Bedrooms					
	<u>Efficiency</u>	<u>One-Bedroom</u>	<u>Two-Bedroom</u>	<u>Three-Bedroom</u>	<u>Four-Bedroom</u>
FY 2025 FMR	\$844	\$850	\$971	\$1,259	\$1,459

8. Comparison to Previous Year

The FY2025 FMRs for each bedroom size must not be below 90% of the FY2024 FMRs.

	Efficiency	One-Bedroom	Two-Bedroom	Three-Bedroom	Four-Bedroom
FY2024 FMR	\$793	\$815	\$938	\$1,236	\$1,431
FY2024 floor	\$714	\$734	\$845	\$1,113	\$1,288
FY 2025 FMR	\$844	\$850	\$971	\$1,259	\$1,459
Use FY2024 floor for FY2025?	No	No	No	No	No

Final FY2025 Rents for All Bedroom Sizes for Huntington-Ashland, WV-KY-OH HUD Metro FMR Area

Final FY 2025 FMRs By Unit Bedrooms					
	Efficiency	One-Bedroom	Two-Bedroom	Three-Bedroom	Four-Bedroom
Final FY 2025 FMR	\$844	\$850	\$971	\$1,259	\$1,459

The FMRs for unit sizes larger than four bedrooms are calculated by adding 15 percent to the four bedroom FMR, for each extra bedroom. For example, the FMR for a five bedroom

unit is 1.15 times the four bedroom FMR, and the FMR for a six bedroom unit is 1.30 times the four bedroom FMR. FMRs for single-room occupancy units are 0.75 times the zero bedroom (efficiency) FMR.

Permanent link to this page:

http://www.huduser.gov/portal/datasets/fmr/fmrs/FY2025_code/2025summary.odn?&year=2025&fmrtype=Final&selection_type=county&fips=2101999999

Other HUD Metro FMR Areas in the Same MSA

Select another Final FY 2025 HUD Metro FMR Area that is a part of the Huntington-Ashland, WV-KY-OH:

Carter County, KY HUD Metro FMR Area



Select Metropolitan FMR Area

Select a different area

Press below to select a different county within the same state (same primary state for metropolitan areas):

Adair County, KY
Allen County, KY
Anderson County, KY
Ballard County, KY
Barren County, KY



Select a new county

Press below to select a different state:

Select a new state

Select a Final FY 2025 Metropolitan FMR Area:

Huntington-Ashland, WV-KY-OH HUD Metro FMR Area



Select Metropolitan FMR Area

[HUD Home Page](#) | [HUD User Home](#) | [Data Sets](#) | [Fair Market Rents](#) | [Section 8 Income Limits](#)
[FMR/IL Summary System](#) | [Multifamily Tax Subsidy Project \(MTSP\) Income Limits](#) | [HUD LIHTC Database](#)

Prepared by the [Program Parameters and Research Division](#), HUD. Technical problems or questions? [Contact Us](#).

AGENDA ITEM: _____

DATE: _____

**CITY OF ASHLAND
REQUEST FOR COMMISSION ACTION (RCA)**

Date Submitted: 11/24/25	Date Requested: 12/11/25
Type of Action Requested	Subject
☐ Resolution ☒ Ordinance ☐ Formal Action/Motion ☐ Public Hearing ☐ Other	Hope's Place Roof Replacement

RECOMMENDATION:

The Department of Community and Economic Development requests to execute an agreement with Hope's Place in the amount not to exceed \$148,792.00 for roof replacement.

DISCUSSION:

This activity meets the CDBG national objective to benefit low-and-moderate-income (LMI) persons. Hope's Place is a children's advocacy center providing comprehensive services in a safe environment for children and families impacted by child abuse. Abused children are generally presumed to be principally LMI.

FISCAL IMPACT:

This activity is paid from the CDBG Fund. Budget = \$148,792.00.

Reviewed by
Finance Director: _____

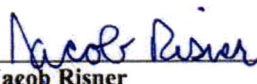
Reviewed by
Legal: _____

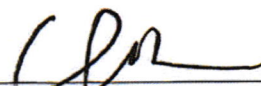
ALTERNATIVES:

Prepared by:

Recommended by:

Approved by:


Jacob Risner
Grant Administrator


Chris Pullem
CED Director

Tony Grubb
City Manager

ORDINANCE NO. _____, 2025

AN ORDINANCE OF THE CITY OF ASHLAND,
KENTUCKY, AUTHORIZING AND DIRECTING
CHUCK D. CHARLES, MAYOR, TO EXECUTE AN
AGREEMENT WITH HOPE'S PLACE, THE SUB-
RECIPIENT OF \$148,792.00 FOR ROOF
REPLACEMENT FROM THE COMMUNITY
DEVELOPMENT BLOCK GRANT.

* * * * *

WHEREAS, the City of Ashland has applied for and received funds from
the United States Government under Title I of the Housing and Community Development
Act of 1974, as amended;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF ASHLAND,
KENTUCKY:

SECTION 1. That Chuck D. Charles, Mayor of the City of Ashland,
Kentucky, is hereby authorized & directed to execute an agreement with Hope's Place, the
sub-recipient of \$148,792.00 for roof replacement from the Community Development
Block Grant. Said agreement is attached hereto & made a part hereof by reference.

SECTION 2. All ordinances and parts of ordinances in conflict herewith,
to the extent of such conflict only, are hereby repealed.

SECTION 3. This ordinance shall be in full force and effect from and after
its adoption, readoption and publication, as required by law.

SECTION 4. It is hereby authorized that publication of this ordinance be
in summary form.

MAYOR

ATTEST:

CITY CLERK

ADOPTED BY THE BOARD OF COMMISSIONERS: _____
READOPTED BY THE BOARD OF COMMISSIONERS: _____
PUBLISHED: _____

REQUESTED/SPONSORED BY: CHRIS PULLEM, DIRECTOR
COMMUNITY & ECONOMIC DEVELOPMENT

\\ORDINANCE\CDBG.Public Services Subrecipient.Hope's Place

SUBRECIPIENT AGREEMENT
BETWEEN The City of Ashland, Kentucky
AND Hope's Place
FOR Roof Replacement

THIS AGREEMENT, entered on this day, _____, by and between the City of Ashland, Kentucky (herein called the "Grantee") and Hope's Place (herein called the "Subrecipient").

WHEREAS, the Grantee has applied for and received funds from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383; and

WHEREAS, the Grantee wishes to engage the Subrecipient to assist the Grantee in utilizing such funds.

NOW, THEREFORE, it is agreed between the parties hereto that:

I. SCOPE OF SERVICE

A. Activities

The Subrecipient will be responsible for administering a CDBG activity in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the Community Development Block Grant program:

Program Delivery

Activity #1: Hope's Place is a children's advocacy center providing comprehensive services in a safe environment for children and families impacted by child abuse.

General Administration

No costs for the purpose of the Subrecipient's general administration are included in this activity.

B. National Objectives

All activities funded with CDGB funds must meet one of the CDBG program's National Objectives: benefit low- and-moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208.

The Subrecipient certifies that the activities carried out under this Agreement will meet the national objective to benefit low-and-moderate-income (LMI) persons. Hope's Place provides services to abused children, who are generally presumed to be principally LMI.

C. Levels of Accomplishment – Goals and Performance Measures

The levels of accomplishment may include such measures as units rehabbed, persons or households assisted, or meals served, and should also include time frames for performance.

The Subrecipient agrees to provide the following levels of program services:

Activity	Total Per Year
LMI persons assisted	1,000

D. Staffing

Lisa Phelps, Executive Director

Any changes in the Key Personnel assigned or their general responsibilities under this project are subject to the prior approval of the Grantee.

E. Performance Monitoring

The Grantee will monitor the performance of the Subrecipient against goals and performance standards as stated above. Substandard performance as determined by the Grantee will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within 30 days after being notified by the Grantee, contract suspension or termination procedures will be initiated.

II. TIME OF PERFORMANCE

Services of the Subrecipient shall start on July 1, 2025 and end on June 30, 2026. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Subrecipient remains in control of CDBG funds or other CDBG assets, including program income.

III. BUDGET

The Subrecipient has been awarded \$148,792.00 for roof replacement, including pre-construction costs, such as advertising, site testing, etc. Payment may be reimbursed to the Subrecipient or paid directly to a contractor or vendor at the Subrecipient's request. All costs exceeding the award amount are the Subrecipient's responsibility.

Any indirect costs charged must be consistent with the conditions of Paragraph VIII (C)(2) of this Agreement. In addition, the Grantee may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Grantee. Any amendments to the budget must be approved in writing by both the Grantee and the Subrecipient.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed \$148,792.00. Drawdowns for the payment of eligible expenses shall be made against the line-item budgets specified in Paragraph III herein and in accordance with performance. Expenses for general administration shall also be paid against the line-item budgets specified in Paragraph III and in accordance with performance.

Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in 2 CFR 200.

V. NOTICES

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this contract shall be directed to the following contract representatives:

Grantee	Subrecipient
City of Ashland Department of Community and Economic Development 1700 Greenup Avenue, PO Box 1839 Ashland, KY 41105-1839 (606) 385-3317	Lisa Phelps, Executive Director Hope's Place 1100 Greenup Avenue Ashland, KY 41101 (606) 325-4737

VI. SPECIAL CONDITIONS

The subrecipient must maintain flood insurance for the life of the facility.

All contracts and purchases must comply with federal procurement standards as established by the Office of Management and Budget and the Davis-Bacon Act as described below.

2 CFR 200.320 (a)(2): If simplified acquisition procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources. Unless specified by the Federal agency, the Grantee may exercise judgment in determining what number is adequate.

48 CFR 2.101: The simplified acquisition threshold is \$250,000.

2CFR 200.320 (b): Formal procurement methods are required when the value of the procurement transaction under a Federal award exceeds the simplified acquisition threshold of the Grantee or the Subrecipient. Formal procurement methods are competitive and require public notice.

2CFR 200.320 (b)(1): Sealed bids is a formal procurement method in which bids are publicly solicited through an invitation and a firm fixed-price contract (lump sum or unit price) is awarded to the responsible bidder whose bid conforms with all material terms and conditions of the invitation and is lowest in price. The sealed bids procurement method is preferred for procuring construction services.

48 CFR 2.101: Construction includes alteration, repair, dredging, excavating, and painting of buildings, structures, or other real property, which includes (but is not limited to) improvements of all types, such as bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, power lines, cemeteries, pumping stations, railways, airport facilities, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, canals, and channels. Construction does not include the manufacture, production, furnishing, construction, alteration, repair, processing, or assembling of vessels, aircraft, or other kinds of personal property.

The Davis-Bacon Act is triggered when construction work over \$2,000 is financed in whole or in part with CDBG funds. It requires workers receive no less than the prevailing wages being paid for similar work in the same area.

VII. GENERAL CONDITIONS

A. General Compliance

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) the Subrecipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the Subrecipient does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR 52. The Subrecipient also agrees to comply with all other applicable Federal, state, and local laws, regulations, and policies governing the funds provided under this contract. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Subrecipient is an independent contractor.

C. Hold Harmless

The Subrecipient shall hold harmless, defend, and indemnify the Grantee from any and all claims, actions, suits, charges, and judgments whatsoever that arise out of the Subrecipient's performance or nonperformance of the services or subject matter called for in this Agreement.

D. Workers' Compensation

The Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

E. Insurance and Bonding

The Subrecipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud, and/or undue physical damage, and, as a minimum, shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee.

The Subrecipient shall comply with the bonding and insurance requirements of 2 CFR 200, Bonding and Insurance.

F. Grantee Recognition

The Subrecipient shall insure recognition of the role of the Grantee in providing services through this Agreement. All activities, facilities, and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

The Grantee or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement.

The Grantee may, in its discretion, amend this Agreement to conform with Federal, state, or local governmental guidelines, policies, and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Subrecipient.

H. Suspension or Termination

In accordance with 2 CFR 200, the Grantee may suspend or terminate this Agreement if the Subrecipient materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
2. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement; or

4. Submission by the Subrecipient to the Grantee reports that are incorrect or incomplete in any material respect.

In accordance with 2 CFR 200, this Agreement may also be terminated for convenience by either the Grantee or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Subrecipient agrees to comply with 2 CFR 200 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Subrecipient shall administer its program in conformance with 2 CFR 200 as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record Keeping

1. Records to be Maintained

The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- c. Records required to determine the eligibility of activities;
- d. Records required to document the acquisition, improvement, use or disposition of real

- property acquired or improved with CDBG assistance;
- e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- f. Financial records as required by 24 CFR 570.502, and 2 CFR 200; and
- g. Other records necessary to document compliance with Subpart K of 24 CFR 570.

2. Retention

The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of four (4) years. The retention period begins on the date of the submission of the Grantee's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations, or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

3. Client Data

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

4. Disclosure

The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this contract, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Close-outs

The Subrecipient's obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to, making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash

advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds, including program income.

6. Audits and Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning subrecipient audits and 2 CFR 200.

C. Reporting and Payment Procedures

1. Program Income

The Subrecipient shall report quarterly all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the Grantee at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the Grantee.

2. Indirect Costs

If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee.

3. Payment Procedures

The Grantee will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and Grantee policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in Subrecipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this contract for costs incurred by the Grantee on behalf of the Subrecipient.

4. Progress Reports

The Subrecipient shall submit regular Progress Reports to the Grantee in the form, content, and frequency as required by the Grantee.

D. Procurement

1. Compliance

The Subrecipient shall comply with current Grantee policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.

2. OMB Standards

Unless specified otherwise within this agreement, the Subrecipient shall procure all materials, property, or services in accordance with the requirements of 2 CFR 200.

3. Travel

The Subrecipient shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this Agreement.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with

the requirements of 2 CFR 200 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include, but are not limited to, the following:

1. The Subrecipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
2. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of \$25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period.
3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment.

IX. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition, or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable Grantee ordinances, resolutions, and policies concerning the displacement of persons from their residences.

X. PERSONNEL AND PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Subrecipient agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107, and 12086.

2. Nondiscrimination

The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

3. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared, or improved with assistance provided under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

The Subrecipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against individuals with disabilities or handicaps in any Federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Approved Plan

The Subrecipient agrees that it shall be committed to carry out, pursuant to the Grantee's specifications, an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The Grantee shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. Women- and Minority-Owned Businesses (W/MBE)

The Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations, and provisions stated herein.

4. Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontract Provisions

The Subrecipient will include the provisions of Paragraphs X.A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2. Labor Standards

The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.) and all other applicable Federal, state, and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 et seq.) and its implementing regulations of the U.S. Department of Labor at 29 CFR 5. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation, or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the Grantee pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are

imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3. "Section 3" Clause

a. Compliance

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract shall be a condition of the Federal financial assistance provided under this contract and binding upon the Grantee, the Subrecipient, and any of the Subrecipient's subrecipients and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Subrecipient, and any of the Subrecipient's subrecipients and subcontractors, their successors, and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Subrecipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

"The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income

persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low-and- very-low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The Subrecipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

b. Notifications

The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the

Subrecipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

a. Approvals

The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the Grantee prior to the execution of such agreement.

b. Monitoring

The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Subrecipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Subrecipient shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The Subrecipient agrees to abide by the provisions of 2 CFR 200 and 570.611, which include (but are not limited to) the following:

- a. The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees, or agents engaged in the award and administration of contracts supported by Federal funds.
- b. No employee, officer, or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
- c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a “covered person” includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Subrecipient, or any designated public agency.

5. Lobbying

The Subrecipient hereby certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any

agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

c. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly:

d. Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

6. Copyright

If this contract results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use, the work or materials for governmental purposes.

7. Religious Activities

The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

XI. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C., 7401, et seq.;

- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, et seq., as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment, and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment, and/or abatement may be conducted.

D. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

XII. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect.

XIII. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

XIV. WAIVER

The Grantee's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

XV. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the Grantee and the Subrecipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Subrecipient with respect to this Agreement.

Date_____

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

By

Chuck Charles, Mayor
City of Ashland, Kentucky

By

Lisa Phelps, Executive Director
Hope's Place

AGENDA ITEM: _____
DATE: _____

CITY OF ASHLAND
REQUEST FOR COMMISSION ACTION (RCA)

Date Submitted: 11/24/25	Date Requested: 12/11/25
Type of Action Requested	Subject
☐ Resolution ☒ Ordinance ☐ Formal Action/Motion ☐ Public Hearing ☐ Other	Ferry Street and Pollard Road Sidewalk Replacement

RECOMMENDATION:

The Department of Community and Economic Development requests approval for an agreement with Cosby Construction in the amount of \$158,116 for sidewalk replacement on Ferry Street and Pollard Road.

DISCUSSION:

Ferry Street and Pollard Road are located in Block Group 3 of Census Tract 308, which is 53.7% LMI. CDBG funds can be used for sidewalks when they are located within neighborhoods/service areas that are at least 51% LMI. Therefore, these sidewalks are eligible.

FISCAL IMPACT:

This project is paid from the CDBG Fund.

Current Budget	Pending Budget Adjustment	Total Budget
\$100,000	\$50,000	\$150,000

Reviewed by
Finance Director: _____

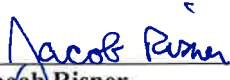
Reviewed by
Legal: _____

ALTERNATIVES:

Prepared by:

Recommended by:

Approved by:



Jacob Risner
Grant Administrator



Chris Pullen
CED Director

Tony Grubb
City Manager

ORDINANCE NO. _____, 2025

AN ORDINANCE OF THE CITY OF ASHLAND, KENTUCKY, AUTHORIZING AND DIRECTING CHUCK D. CHARLES, MAYOR, TO EXECUTE A CONTRACT BETWEEN THE CITY OF ASHLAND AND COSBY CONSTRUCTION, LLC FOR THE FERRY STREET AND POLLARD ROAD SIDEWALK PROJECT IN THE AMOUNT OF \$158,116.00 FOR THE DEPARTMENT OF COMMUNITY AND ECONOMIC DEVELOPMENT TO BE PAID FROM COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS.

* * * * *

BE IT ORDAINED BY THE CITY OF ASHLAND, KENTUCKY:

SECTION 1. That Chuck D. Charles, Mayor of the City of Ashland, Kentucky be and is hereby authorized to execute a contract between the City of Ashland, Kentucky, and Cosby Construction, LLC for the Ferry Street and Pollard Road Sidewalk Project in the amount of \$158,116.00 for the Department of Community and Economic Development to be paid from Community Development Block Grant funds. A copy of said contract is attached hereto and made a part hereof by reference.

SECTION 2. All ordinances of the City of Ashland and any parts of ordinances in conflict herewith, to the extent of such conflict only, are hereby repealed.

SECTION 3. This ordinance shall be in full force and effect from and after its adoption, readoption and publication, as required by law.

SECTION 4. It is hereby authorized that publication of this ordinance be in summary form.

MAYOR

ATTEST:

CITY CLERK

ADOPTED BY THE BOARD OF COMMISSIONERS: _____
READOPTED BY THE BOARD OF COMMISSIONERS: _____
PUBLISHED: _____

REQUESTED/SPONSORED BY: CHRIS PULLEM, DIRECTOR
COMMUNITY AND ECONOMIC DEVELOPMENT



City of Ashland
Department of Finance
P.O. Box 1839
Ashland, KY 41105-1839
(606)-327-2009

BUDGET ADJUSTMENT FORM

Reason for adjustment request: This adjustment reflects PY25 Annual Action Plan Substantial Amendment 1.

Adjustment From:

Account	Fund	Amount
Homeowner Rehabilitation	CDBG	52,113
Hope's Place	CDBG	25,120
	Total	77,233

Adjustment To:

Contingency (General CDBG)	CDBG	1,167
Contingency (CDBG Activities)	CDBG	1,243
Safe Harbor	CDBG	50,500
Kings Daughters and Sons	CDBG	39,947
Ashland Senior Center	CDBG	136,422
CAReS	CDBG	39,088
Business Loans	CDBG	50,000
Slum/Blight	CDBG	85,257
Salvation Army Rehabilitation	CDBG	75,000
Sidewalk Program	CDBG	50,000
	Total	528,624

Budget adjustments must be approved by the Commission if it changes the budget ordinance.

Nicolaus Pinner
Requested By

10-24-25
Date

[Signature]
Department Head

10-29-25
Date

Chief Financial Officer

Date

City Manager

Date

AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (UNIT PRICE)

This Agreement is by and between **City of Ashland** ("Owner") and **Cosby Construction** ("Contractor").

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

ARTICLE 1-WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: **FERRY STREET AND POLLARD ROAD SIDEWALK PROJECT.**

ARTICLE 2-THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **FERRY STREET AND POLLARD ROAD SIDEWALK PROJECT.**

ARTICLE 3-ENGINEER

- 3.01 The Owner will have the City Engineer ("Engineer") to act as Owner's representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.
- 3.02 The part of the Project that pertains to the Work has been designed by **Engineer.**

ARTICLE 4-CONTRACT TIMES

- 1.01 *Time is of the Essence*

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

- 4.03 *Contract Times: Days*

- A. The Work will be substantially complete within **60** days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within **90** days after the date when the Contract Times commence to run.

- 4.05 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

EJCDC® C-520, Agreement between Owner and Contractor for Construction Contract (Stipulated Price).

Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. *Substantial Completion:* Contractor shall pay Owner **\$500.00** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
 2. *Completion of Remaining Work:* After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner **\$500.00** for each day that expires after such time until the Work is completed and ready for final payment.
 3. Liquidated damages for failing to timely attain Substantial Completion, and final completion are not additive, and will not be imposed concurrently.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

4.06 *Special Damages*

- A. Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.
- B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.
- C. The special damages imposed in this paragraph are supplemental to any liquidated damages for delayed completion established in this Agreement.

ARTICLE 5-CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:

- A. For all Unit Price Work, an amount of **\$158,116** subject to adjustment for actual quantities installed.

All specific cash allowances are included in the above price in accordance with Paragraph 13.02 of the General Conditions.

ARTICLE 6-PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on the basis of Contractor's Applications for Payment on or about the **20th** day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
 - 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.
 - a. **90** percent of the value of the Work completed (with the balance being retainage).
 - 1) If 50 percent or more of the Work has been completed, as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
 - b. 90 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to **100** percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less **100** percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

6.04 *Consent of Surety*

- A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

6.05 *Interest*

- A. All amounts not paid when due will bear interest at the rate of **0** percent per annum.

ARTICLE 7-CONTRACT DOCUMENTS

6.01 *Contents*

- A. The Contract Documents consist of all of the following:
 - 1. This Agreement.
 - 2. Bonds:
 - a. Performance bond (together with power of attorney).
 - b. Payment bond (together with power of attorney).
 - 3. General Conditions.
 - 4. Supplementary Conditions.
 - 5. Specifications as listed in the table of contents of the project manual.
 - 6. Drawings (not attached but incorporated by reference) included in bidding documents consisting of sheets with each sheet bearing the following general title: **FERRY STREET AND POLLARD ROAD SIDEWALK PROJECT**.
 - 8. Addenda (numbers [number] to [number], inclusive).
 - 9. Exhibits to this Agreement (enumerated as follows):
 - a. **[list exhibits]**
 - 10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
 - e. Warranty Bond, if any.
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 8-REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 *Contractor's Representations*

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
 - 1. Contractor has examined and carefully studied the Contract Documents, including Addenda.

2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
4. Contractor has carefully studied the reports (if previously issued) of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
5. Contractor has carefully studied the reports and drawings (if previously issued) relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

8.02 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.03 *Standard General Conditions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on _____ (which is the Effective Date of the Contract).

Owner:

Contractor:

City of Ashland, Kentucky

Cosby Construction

By: _____
(individual's signature)

By: _____
(individual's signature)

Date: _____
(date signed)

Date: _____
(date signed)

Name: _____
(typed or printed)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Title: _____
(typed or printed)

(If {Type of Entity} is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____
(individual's signature)

Attest: _____
(individual's signature)

Title: _____
(typed or printed)

Title: _____
(typed or printed)

Address for giving notices:

Address for giving notices:

Designated Representative:

Designated Representative:

Name: _____
(typed or printed)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Title: _____
(typed or printed)

Address:

Address:

Phone: _____

Phone: _____

Email:

Email: _____

{If {Type of Entity} is a corporation, attach evidence of authority to sign. If {Type of Entity} is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.}

License No.: _____
(where applicable)

State: _____

unit prices for measured in-place quantities:

1. Unit Prices

Item No.	Description	Estimated Quantity	Unit	Unit Cost	Total Cost
1	MOBILIZATION	1	LUMP	—	2,000
2	EROSION AND WATER POLLUTION CONTROL	1	LUMP	—	1,700
3	CLEANING AND RESTORATION	1	Lump	—	1,200
4	Ferry Street: CURBWALK (INCLUDING REMOVAL AND REINSTALLATION, DISPOSAL, FINISHING, FORMWORK, MATERIALS, LABOR, AND ALL OTHER APPURTENANCES)	6,792	SQFT	18.50	125,652
5	Ferry Street: 6" DRIVEWAY ENTRANCE (INCLUDING REMOVAL AND REINSTALLATION, DISPOSAL, FINISHING, FORMWORK, MATERIALS, LABOR, AND ALL OTHER APPURTENANCES)	1,088	SQFT	19.50	21,216
6	Ferry Street: DETECTABLE WARNING (INCLUDING COST OF PAD, MOUNTING EQUIPMENT, LABOR FOR SURFACE MOUNT OR WET CONCRETE MOUNT, AND ALL OTHER APPURTENANCES)	7	EACH	400	2,800

7	Pollard Road: CURBWALK (INCLUDING REMOVAL AND REINSTALLATION, DISPOSAL, FINISHING, FORMWORK, MATERIALS, LABOR, AND ALL OTHER APPURTENANCES)	208	SQFT	16	3,328
8	Pollard Road: SIDEWALK (INCLUDING REMOVAL AND REINSTALLATION, DISPOSAL, FINISHING, FORMWORK, MATERIALS, LABOR, AND ALL OTHER APPURTENANCES)	28	SQFT	15	420
TOTAL AMOUNT OF BID IN NUMBERS:				158,116	
TOTAL AMOUNT OF BID IN WORDS: One hundred fifty eight thousand one hundred sixteen					

c. Bidder acknowledges that:

1. Each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and
2. Estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 4-TIME OF COMPLETION

- 4.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 4.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 5-BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

5.01 *Bid Acceptance Period*

- A. This Bid will remain subject to acceptance for 90 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

5.02 *Instructions to Bidders*

- A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

5.03 *Receipt of Addenda*

A. Bidder hereby acknowledges receipt of the following Addenda: **[Bidder is to complete table]**

Addendum Number	Addendum Date

NOTE TO BIDDER: Failure to complete all items on this page may cause rejection of your bid.

**CONTRACTOR'S CERTIFICATION ON
FEDERAL CONTRACT REQUIREMENTS**

I hereby certify that I have reviewed the federal construction contract-related requirements imposed on the Contractor(s) of Federally funded construction projects and fully understand all my obligations if the project is awarded to me.

Project Name:

Location: Ashland, Kentucky

Amount of Bid: \$ 158,116.¹⁰

Cosby Construction

Name of Bidder

Shawn Cosby - Owner

Print Name and Title

981 29th Street

Street Address

Ashland, KY 41101

City, State Zip Code

Shawn Cosby

Signature

SECTION 00060

STATEMENT OF COMPLIANCE WITH NON-DISCRIMINATION REGULATIONS

The undersigned, as bidder, certifies that he/she and his/her company will not discriminate against any person regarding age, sex, race, religion, national origin or creed, in accordance with the President's Executive Order Numbers 11246 and 11375 and other appropriate Federal, Commonwealth of Kentucky and City of Ashland Rules, Regulations and Ordinances in effect at the time of bidding the particular goods or services called for in these Bid Documents.

The bidder also certifies that they do not and will not maintain or provide for their employees any facilities that are segregated and that they will make positive effort to use small and minority owned businesses in the performance of this contract.

COMPANY NAME Cosby Construction
SIGNED Shawn Cosby
TITLE Owner
DATE 11-20-2025

END OF SECTION 00060

00060 STATEMENT OF COMPLIANCE WITH NON-DISCRIMINATION REGULATIONS - 1

SECTION 00040

STATEMENT OF BIDDER'S QUALIFICATIONS

All questions shall be answered or the bid document may be declared incomplete. All data given shall be clear and comprehensive. This statement shall be notarized. If necessary, questions may be answered on separate sheets. The bidder shall submit any additional information desired.

1. Name of Bidder. Cosby Construction
2. Permanent main office address. 981 29th SE Ashland, KY 41101
3. When organized? 2010
4. If a corporation, where incorporated. N/A
5. How many years have you been engaged in operation of your business under your present firm or trade name? 15
6. Contracts on hand. (Schedule these, showing amounts of each contract, the appropriate anticipated dates of completion and contact information for references.)
City of Ashland \$280,716.00
7. General character of work performed by your company. (Sales, parts, service, etc.) Concrete
8. Have you ever failed to complete any job awarded to you? If so, indicate where and why? NO
9. Have you ever defaulted on a contract? If so, indicate where and why? NO
10. List the more important projects completed by your firm, stating the approximate cost for each, the month and year completed and contact information for references.
11. List your major equipment available for this work. Excavator, Dump Truck, Skidsteer
12. Experience in work similar in importance to this project.
City of Ashland Sidewalk replacement
13. Background and experience of the principal members of your organization, including the officers in this type work. Construction / Concrete
14. Credit available: \$ 50,000
15. Give bank reference: Kentucky Farmers Bank
16. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the City of Ashland? Yes

BIDDER hereby submits this Bid as set forth above:

Bidder:

Cosby Construction
(typed or printed name of organization)

By:

Name:

Shawn Cosby
(individual's signature)
(typed or printed)

Title:

Owner
(typed or printed)

Date:

11-20-2025
(typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest:

Name:

Title:

Date:

(individual's signature)

(typed or printed)

(typed or printed)

(typed or printed)

Address for giving notices:

981 29th St Ashland, KY 41101

Bidder's Contact:

Name:

Title:

Phone:

Email:

Address:

Shawn Cosby
(typed or printed)
Owner
(typed or printed)

606-393-1795

office.cosbyco@gmail.com

981 29th St Ashland, KY 41101

Bidder's Contractor License No.: (if applicable)

17. The undersigned hereby authorizes and requests any person, firm or corporation to furnish any information required by the City of Ashland in verification of the statements made comprising this Statement of Bidder's Qualifications. Dated on this 20th day of November, of this year 2025

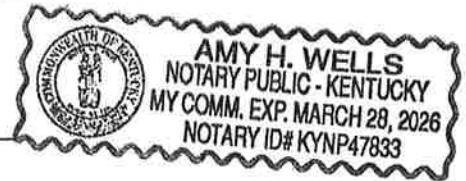
Cosby Construction
NAME OF BIDDER

Shawn Cosby
BY

Owner
TITLE

STATE OF Kentucky
COUNTY OF Boyd SS.

Shawn Cosby being duly sworn deposes and
says that he is Owner of
Cosby Construction
(NAME OF ORGANIZATION)



and that the answers to the foregoing questions and all statements contained therein are true and correct.

Subscribed and sworn to before me this 20th day of November, of this year 2025

Shawn Cosby (NOTARY PUBLIC) Amy Hazel M. B.M.

My Commission expires March 28, 2026

END OF SECTION 00040

00040 STATEMENT OF BIDDERS QUALIFICATIONS -2

SECTION 00050

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF Kentucky COUNTY OF Boyd
Shawn Cosby being first duly sworn, deposes and says that:

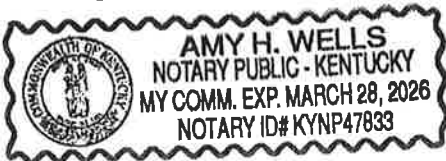
(1) He or She is owner
(OWNER, PARTNER, REPRESENTATIVE OR AGENT)
of Cosby Construction the bidder that has
submitted the attached bid;

(2) He or She is fully informed respecting the preparation and contents of the attached
Bid and of all pertinent circumstances respecting such Bid:

(3) Such Bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents or
representatives, employees or parties in interest, including the affinity has in any way colluded
conspired, connived or agree, directly or indirectly with any other Bidder, firm, or person to
submit a collusive or sham Bid in connection with such Contract, or has in any manner, directly
or indirectly, sought by agreement or collusion or communication or conference with any other
Bidder, firm, or person to fix the price or prices in the attached Bid or of any other Bidder, or to
fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or
to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage
against the City of Ashland or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted
by any collusion, conspiracy connivance or unlawful agreement on the part of the Bidder or any
of its agents, representatives, owners, employees or parties, including this affiant.



SIGNED Shawn Cosby
TITLE Owner

Subscribed and sworn to before me this 20th day of November, of this year 2025

Angela M Branch manager
(NAME) (TITLE)

MY COMMISSION EXPIRES: March 28, 2026

END OF SECTION 00050

00050 NON-COLLUSION AFFIDAVIT OF PRIME BIDDER - 1

SECTION 00140

FERRY STREET AND POLLARD ROAD SIDEWALK PROJECT

BID FORM FOR CONSTRUCTION CONTRACT

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 1-OWNER AND BIDDER

- 1.01 This Bid is submitted to: **City of Ashland, 1700 Greenup Avenue, Ashland, KY 41101.**
- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2-ATTACHMENTS TO THIS BID

- 2.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security (**10 Percent of Total Bid Amount**);
 - B. Statement of Bidder's Qualifications with supporting data;
 - C. Non-Collusion Affidavit of Prime Bidder;
 - D. Statement of Compliance with Non-Discrimination Regulations;
 - E. Statement of Responsibility for Damage, Claims, Etc.;
 - F. Contractor's Certification on Federal Contract Requirements;
 - G. Certification Regarding Debarment and Suspension;
 - H. False Claims Act;
 - I. Certification of Bidder Regarding Non-Segregated Facilities;
 - J. Byrd Anti-Lobbying Amendment Certification;
 - K. Certification Regarding Drug-Free Workplace Requirements
 - L. Evidence of authority to do business in the City of Ashland (Business License); or a written covenant to obtain such authority within the time for award of contract (Application for Business Privilege and Occupational License Fee form completed);

ARTICLE 3-BASIS OF BID-UNIT PRICE BID

- 3.01 *Unit Price Bids*
- A. Comparison of Bids will be based on the total amount of the Bid submitted.
 - B. Bidder will complete the Work in accordance with the Contract Documents for the following

and American Society of Civil Engineers. All rights reserved.

ARTICLE 6-BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

6.01 *Bidder's Representations*

A. In submitting this Bid, Bidder represents the following:

1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site, if any, that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's {Contractor's} safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

6.02 Bidder's Certifications

A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
 - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
 - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
 - c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
 - d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

EJCDc- C-410, Bid Form for Construction Contract.

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The grantee certifies that it will provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing a drug-free awareness program to inform employees about—
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after each conviction;
- (e) Notifying the agency within ten days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction;
- (f) Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted—
 - (1) Taking appropriate personnel action against such an employee, up to and including termination; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

Shawn Cosby - Owner
Typed Name and Title of Certification Official

Shawn Cosby
Signature

11-20-2025
Date

BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION

For all orders above the limit prescribed in 2 CFR 200 – Appendix II (currently \$100,000), the Offeror must complete and sign the following:

The following certification and disclosure regarding payments to influence certain federal transactions are made per the provisions contained in 2 CFR 200 – Appendix II and 31 U.S.C. 1352, the “Byrd Anti-Lobbying Amendment.”

(a) 2 CFR 200 – Appendix II, “Contract Provisions for Non-Federal Entity Contracts Under Federal Awards” is hereby incorporated by reference into this certification

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that:

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$150,000 shall certify and disclose accordingly.

(c) This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person making an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

SIGNATURE: _____

COMPANY NAME: _____

DATE: _____

Certification Regarding Debarment and Suspension

Certification A: Certification Regarding Debarment, Suspension and Other Responsibility Matters – Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief that its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal debarment or agency;

b. 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 statement, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statement in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Certification (A)

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was in place when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

U.S. Department of Housing and Urban Development

4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded**, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of these regulations.

6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines this eligibility of its principals. Each participant may, but is not required to, check the Non-procurement list.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph (6) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification B: Certification Regarding Debarment, Suspension, Ineligible and Voluntary Exclusion – Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to testify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Certification (B)

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become by reason of changed circumstances.

4. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded**, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of these regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into an lower tier transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement list.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a lower covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies including suspension and/or debarment.

Applicant	Shawn Cosby	Date	11-20-2008
Signature of Authorized Certifying Official	Cosby Construction	Title	11-20-2025
			Owner

CERTIFICATION OF BIDDER REGARDING NON-SEGREGATED FACILITIES

(To Be Executed by Bidder and Submitted with Bid)

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The bidder's attention is called to the clause entitled Equal Employment Opportunity of the General Conditions of the Contract for Construction.

"Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

By the submission of this bid, the bidder certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The bidder agrees that a breach of this certification is a violation of the Equal Employment Opportunity clause in the contract.

The bidder further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) prior to entering into subcontracts which exceed \$10,000 and are not exempt from the requirements of the Equal Employment Opportunity clause, it will obtain identical certifications from the proposed subcontractors; retain the certifications in its files; and forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

Notice to Prospective Subcontractors of Requirement for Certifications of Non-segregated Facilities

A Certification of Non-segregated Facilities must be submitted before the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Employment Opportunity clause of the prime contract. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

User Acknowledgement and Certification:

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.

Shawn Cosby

Authorized Applicant Name
(Print Full Name)

Shawn Cosby

Authorized Applicant Signature

11-20-2025

Date

False Claims Act, 31 U.S.C. §§ 3729-3733

**Project funded by the
Department of Housing & Urban Development**

(To Be Executed by Bidder and Submitted with Bid)

False Claims Statement: U.S. Code, Title 31, Section 3729, False Claims, provides a civil penalty of not less than \$5,000 and not more than \$10,000, **plus 3 times the amount of damages** for any person who knowingly presents, or causes to be presented, a false or fraudulent claim; or who knowingly makes, or caused to be used, a false record or statement; or conspires to defraud the Government by getting a false or fraudulent claim allowed or paid.

DHS will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

User Acknowledgement and Certification:

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.

Shawn Cosby

**Authorized Applicant Name
(Print Full Name)**

Shawn Cosby

Authorized Applicant Signature

11-20-2025

Date

SECTION 00070

STATEMENT OF RESPONSIBILITY FOR DAMAGE, CLAIMS, ETC.

The Contractor shall indemnify and save harmless the City, the Engineer and sub consultants and all of their officers, agents and employees, from all claims, damages, losses and expenses including attorneys' fees of any character, name and description brought for, or on account of any injuries or damages received or sustained by any person, persons, or property by or from the said Contractor or by or in consequence of any neglect in safeguarding the Work or through the use of unacceptable materials used on construction or by or on account of any claims or amounts recovered from any infringement of patent, trademark or copyright, or from any claims or amounts arising or recovered under any law, ordinance, order, or decree, and so much of the money due the said Contractor under and by virtue of his Contract as shall be considered necessary by the City, or in case no money is due, his surety shall be held until such suit or suits, action or actions, claim or claims for injuries or damages as aforesaid, shall have been settled and suitable evidence to that effect furnished to the City. Contractor shall purchase public liability, workers compensation and automobile liability insurance, for the City's protection.

In any and all claims against the City or the Engineer, or any of their agents or employees, by any employee of the Contractor, and subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under Workmen's Compensation acts, disability benefit acts or other employee benefit acts.

The obligation of the Contractor under this paragraph shall not extend to the liability of the Engineer, his agents or employees arising out of the preparation or approval of maps, Drawings, opinions, reports, surveys, Change Orders, designs or Specifications.

Gosby Construction
COMPANY NAME

Shawn Corj
SIGNED

Owner
TITLE

11-20-25
DATE

END OF SECTION 00070

00070 STATEMENT OF RESPONSIBILITY FOR DAMAGES, CLAIMS, ETC. - 1

BID BOND (PENAL SUM FORM)

Bidder Name: Cosby Construction, LLC Address (principal place of business): 981 29th Street Ashland, KY 41101	Surety Name: Old Republic Insurance Company Address (principal place of business): 631 Excel Drive, Suite 200 Mt. Pleasant, PA 15666
Owner Name: City of Ashland Address (principal place of business): 1700 Greenup Avenue Ashland, KY 41101	Bid Project (name and location): FERRY STREET AND POLLARD ROAD SIDEWALK REPLACEMENT PROJECT Bid Due Date: November 20, 2025
Bond Penal Sum: 10% Ten Percent of Amount Bid Date of Bond: November 20, 2025	
Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.	
Bidder Cosby Construction, LLC (Full formal name of Bidder) By: <u>Shawn Cosby</u> (Signature) Name: <u>Shawn Cosby</u> (Printed or typed) Title: <u>Owner</u> Attest: <u>[Signature]</u> (Signature) Name: <u>Carrie Pittman</u> (Printed or typed) Title: <u>Office Manager</u>	Surety Old Republic Insurance Company (Full formal name of Surety) (corporate seal required) By: <u>Todd A. Stein</u> (Signature) (Attach Power of Attorney) Name: <u>Todd A. Stein</u> (Printed or typed) Title: <u>Attorney-In-Fact</u> Attest: <u>Grace DelGiudice</u> (Signature) Name: <u>Grace DelGiudice</u> (Printed or typed) Title: <u>Account Executive, Surety</u>
Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.	



1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation will be null and void if:
 - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2. All Bids are rejected by Owner, or
 - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.



OLD REPUBLIC INSURANCE COMPANY

POWER OF ATTORNEY

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

Todd A. Stein

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the Company as surety, to execute and deliver and affix the seal of the Company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS

Principal: Cosby Construction, LLC
Obligee: City of Ashland

and to bind OLD REPUBLIC INSURANCE COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a meeting held on December 10, 2019. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC INSURANCE COMPANY on December 10, 2019.

RESOLVED FURTHER, that the chairman, president or any vice president of the Company's surety division, in conjunction with the secretary or any assistant secretary of the Company, be and hereby are authorized and directed to execute and deliver, to such persons as such officers of the Company may deem appropriate, Powers of Attorney in the form presented to and attached to the minutes of this meeting, authorizing such persons to execute and deliver and affix the seal of the Company to bonds, undertakings, recognizances, and suretyship obligations of all kinds, other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and not guaranty bonds. The said officers may revoke any Power of Attorney previously granted to any such person.

RESOLVED FURTHER that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by chairmen, president or any vice president of the Company's surety division and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by a duly authorized Attorney-in-Fact and sealed with the seal of the Company (if a seal be required).

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

IN WITNESS WHEREOF, OLD REPUBLIC INSURANCE COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 20th day of September, 2022.

OLD REPUBLIC INSURANCE COMPANY

Karen J. Haffner
Assistant Secretary



Alan Pavlic
Vice President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 20th day of September, 2022, personally came before me, Alan Pavlic and Karen J. Haffner, to me known to be the individuals and officers of the OLD REPUBLIC INSURANCE COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said organization.



Kathryn R. Pearson
Notary Public

My Commission Expires: September 28, 2026

(Expiration of notary's commission does not invalidate this instrument)

CERTIFICATE

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



Signed and sealed at the City of Brookfield, WI this 20th day of November, 2025

Karen J. Haffner
Assistant Secretary



ANDY BESHEAR
GOVERNOR
DEPARTMENT OF INSURANCE
CERTIFICATE OF AUTHORITY
Amended

Satisfactory evidence has been furnished to me showing that **Old Republic Insurance Company** organized in the State of **Pennsylvania**, and having its principal office at **Mt Pleasant, PA**, is in sound and solvent condition, and has fully complied with all the provisions of the Insurance Laws of the Commonwealth of Kentucky that are applicable thereto. Now, therefore, on behalf of the Department of Insurance of the Commonwealth of Kentucky, I do hereby authorize the said insurance company to transact the business of

Property, Surety, Casualty (limited to vehicle, liability, workers' compensation & employer's liability, burglary & theft, glass, boiler & machinery, credit, automobile guaranty), Marine & Transportation Insurance

in this Commonwealth for the period beginning on the date shown below and to continue in force as long as the insurer is entitled thereto.



Sharon P. Clark

Commissioner, Department of Insurance

This Certificate of Authority shall, at all times, be the property of the Commonwealth of Kentucky, and upon any expiration, suspension, revocation, or termination thereof, the insurer shall promptly deliver this Certificate to the Department of Insurance.

CERTIFICATE NO: 25-0410420

DATE: 07/31/2020

EFFECTIVE DATE: 07/31/2020

OLD REPUBLIC INSURANCE COMPANY
OF MT. PLEASANT, PENNSYLVANIA

STATUTORY FINANCIAL STATEMENT AS OF DECEMBER 31, 2024

ADMITTED ASSETS

Bonds	\$2,453,673,474
Common stocks	565,874,958
Cash, cash equivalents and short-term investments	163,642,536
Receivable for securities	0
Bonds, short-term investments and cash held under retrospective rating agreements	186,816,584
Premiums and considerations – uncollected premiums and agents' balances in the course of collection	784,339,389
Deferred premiums, agents' balances and installments booked but deferred and not yet due	7,721,924
Accrued retrospective premiums	221,993
Funds held by or deposited with reinsured companies	821,389
Other amounts receivable under reinsurance contracts	955,961
Amounts recoverable from reinsurers	163,559,250
Electronic data processing equipment and software	406,517
Investment income due and accrued	26,421,077
Current federal and foreign income tax recoverable and interest	1,228,974
Receivables from parent, subsidiaries and affiliates	33,486,892
Other assets	4,833,206
TOTAL ADMITTED ASSETS	<u>\$4,394,004,124</u>

LIABILITIES AND SURPLUS

Losses	\$1,229,821,598
Reinsurance payable on paid losses and loss adjustment expenses	15,341,385
Loss adjustment expenses	211,024,737
Commissions payable, contingent commissions and other similar charges	9,320,486
Other expenses (excluding taxes, licenses and fees)	29,624,639
Taxes, licenses and fees (excluding federal income taxes)	59,948,051
Current federal income taxes	0
Net deferred tax liability	17,483,036
Unearned premiums	357,274,860
Dividends declared and unpaid - policyholders	0
Advance premium	136,048
Ceded reinsurance premiums payable (net of ceding commissions)	624,792,449
Funds held by company under reinsurance treaties	103,123,318
Amounts withheld or retained by company for account of others	210,127,614
Remittances and items not allocated	44,503,076
Provision for reinsurance	55,901,076
Payable to parent, subsidiaries and affiliates	3,893,933
Other liabilities	13,599,745
TOTAL LIABILITIES	<u>\$2,985,916,041</u>
Common capital stock	3,800,004
Surplus notes	155,000,000
Gross paid in and contributed surplus	103,869,422
Unassigned funds (surplus)	1,145,418,657
SURPLUS AS REGARDS POLICYHOLDERS	<u>\$1,408,088,083</u>
TOTAL LIABILITIES AND SURPLUS	<u>\$4,394,004,124</u>

Securities carried at \$480,955,858 are deposited with States or Other Authorities as required by law.

STATE OF WISCONSIN)

)SS

COUNTY OF WAUKESHA)

Alan P. Pavlic, Vice President, and Kevin J. Abitz, Vice President of Old Republic Insurance Company of Mt. Pleasant, Pennsylvania being duly sworn, each for himself, deposes and says that they are the above described officers of the said company, and that on the 31st day of December, 2024, the company was actually possessed of the assets set forth in the foregoing statement and that such assets were available for the payment of losses and claims and held for the protection of its policyholders and creditors, except as here-in-before indicated, and that the foregoing statement is a correct exhibit of such assets and liabilities of the said company on the 31st day of December, 2024, according to the best of their information, knowledge and belief, respectively.

Alan P. Pavlic, Vice President

Kevin J. Abitz, Vice President

Sworn to and subscribed before me this 12th day of March, 2025.

Notary Public, State of Wisconsin

My Commission expires: August 23, 2028





Ferry Street and Pollard Road Sidewalk Project

Advertisement, Bid Documents,

Contract Documents, and Technical Specifications

City of Ashland, Kentucky

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PART1

ADVERTISEMENT FOR BIDS
INFORMATION FOR BIDDERS
INSTRUCTIONS FOR BIDDERS

Sealed bids will be received by the City of Ashland, Kentucky on the following item(s):

FERRY STREET AND POLLARD ROAD SIDEWALK REPLACEMENT PROJECT

The scope of work is replacement of sidewalk segments, curb segments, and other sidewalk components, including approximately 7,000 SQ FT of curbside; 1,088 SQ FT of 6" driveway entrance concrete; 28 SQ FT of sidewalk, detectable warning pads, and all other necessary labor and materials as directed.

This project is funded by the U.S. Department of Housing and Urban Development's Community Development Block Grant. Contractors and subcontractors must adhere to Davis-Bacon Act wage regulations.

Specifications may be obtained from Jacob Risner, Program and Grant Administrator, at jrisner@ashlandky.gov; (606) 268-0541; or during regular business hours at the Ashland City Building, Room 208, 1700 Greenup Avenue, Ashland, KY 41101. Questions must be submitted in writing and emailed to jrisner@ashlandky.gov at least five days prior to the bid date.

Bids will be received until 3:00 p.m. on Thursday, November 20, 2025 in the City Clerk's Office, Room 403, 1700 Greenup Avenue, Ashland, KY 41101. Bids will be opened and read publicly at 3:05 p.m. on Thursday, November 20, 2025 in the Commissioners' Chambers, Room 308, 1700 Greenup Avenue, Ashland, KY 41101.

SECTION 00020

INFORMATION FOR BIDDERS

The Contractor shall file all notices required by, and comply with, all applicable federal, state, or local laws, ordinances, codes, regulations and guidelines and shall at his own expense secure and pay the fees or charges for all permits required for the performance of the Contract work.

The Contractor shall be responsible for all damages to persons or property that occurs as a result of his fault or negligence in connection with the prosecution of the work and shall be responsible for the proper care and protection of all work performed until full completion and final acceptance by the City of Ashland. Machinery, equipment and all hazards shall be guarded in accordance with the safety provisions of the "Manual of Accident Prevention in Construction", published by the Associated General Contractors of America, Inc. to the extent that such provisions are not in conflict with applicable local laws.

During the performance of this contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. No officer, employee or member of the governing body of the City of Ashland who exercises any function or responsibility in connection with the carrying out of this project shall have any private interest, direct or indirect, with this contract.

The City of Ashland shall have the right to inspect the work at all times and at the completion thereof.

The work, which the Contractor is required to perform under this contract, shall be started within 15 calendar days of Notice To Proceed.

The project must be Substantially Complete within **60 calendar days** of Notice To Proceed and ready for final payment within **90 calendar days** of Notice To Proceed.

Contractor and Owner recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified above, plus any extensions thereof allowed in accordance with General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by the Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not for penalty), Contractor shall pay Owner **\$500.00** for each day that expires after the time specified for completion.

Progress payments must not exceed 90% of work complete and materials stored to date.

Progress payments may be submitted and paid no more frequently than monthly.

The City of Ashland may terminate this agreement at any time, without liability except for payment of amounts to which it reasonably believes the Contractor is properly entitled. If the City believes, the Contractor has not fully satisfied any of the terms and conditions, no payment shall be made. In the event of such termination, the Contractor shall immediately cease work and shall evacuate the premises without order of any court.

The foregoing specifications shall be made a part of the contract as fully as if written in words or figures therein and shall be made a part of this contract.

Each prospective bidder shall return all forms, bid bond, and documents required in the bid package which includes their bid. All forms within the bid packet must be fully completed. Failure to provide all of the information can result in the bid being considered as non-responsive. In addition, failure to provide a performance bond within 10 calendar days after notice of the award will result in forfeiture of the bid bond or certified check.

All work performed under these specifications shall be approved by the City of Ashland's Engineering and Utilities Director before payment is made. Invoices submitted for payment shall be checked by the City's engineering division. Upon approval from the Board of Commissioners, payment shall be made within thirty (30) days. All partial progress invoices are subject to 10% retainage.

Any questions as to these specifications shall be addressed to Jacob Risner, Program and Grant Administrator. The signature of the bidder or his authorized representative shall be considered as in acceptance and compliance with all terms and conditions contained and set out in this bid package.

END OF SECTION 00020

SECTION 00030

INSTRUCTIONS FOR BIDDERS

FAILURE TO COMPLY WITH THESE REGULATIONS COULD RESULT IN REJECTION OF THE BID.

1. All bids shall be accompanied by a **BID BOND** or **CERTIFIED CHECK** in the amount of ten (10%) of the bid, in favor of the City of Ashland. Bonds shall be issued by a responsible surety company licensed to do business in the Commonwealth of Kentucky. Certified checks shall be made payable to the **CITY OF ASHLAND**. Failure to comply with this requirement **SHALL** result in the rejection of the bid.

The checks and bonds of the unsuccessful bidders shall be returned as soon as practical after the award of the contracts.

Successful bidders will be required to furnish contract surety in the form of a **PERFORMANCE BOND** and **PAYMENT BOND** in an amount equal to one hundred (100%) percent of the total amount of the contract. If the bid is accepted, a contract shall be entered into and the performance bond and payment bond secured **within ten (10) days after written notice of acceptance is sent**.

2. Bids shall be made out and signed in the corporate or other name of the bidder and shall be fully executed by an authorized person.
3. Bids shall be submitted on the Bid Forms contained within the bid packet. Bid forms shall not be altered in any way. Alternate bids will not be accepted unless called for in the bid. Should the bidder desire to submit two or more bids for the same project, each bid shall be submitted separately and thus completely independent of each other. If a bidder is unable to bid on a particular item, write "No Bid" on that line.
4. Bids received later than the time and date specified will not be considered. Also, amendments to or withdrawals of bids received later than the time and date set for the bid opening will not be considered. Bids received after the bid opening shall not be considered and will be returned unopened to the bidder.
5. The forms, bid bond and documents required in the bid packet, including the completed bid form, shall be submitted in an enclosed SEALED envelope with the bidder's name and address in the upper left-hand corner.

All bids shall be marked "SEALED BID" with the date and hour of the bid opening and the specific material or service bid is to be placed on the outside of the envelope in the lower left-hand corner. All bids shall be addressed to the CITY CLERK, City of Ashland, 1700 Greenup Avenue, P. O. Box 1839, Room# 403, Ashland, Kentucky 41105-1839.

6. Bidders or their representatives may be present at the bid opening.
7. The Director of Engineering reserves the right to amend and/or cancel the bid invitation prior to the time and date of the bid opening.

8. The Director of Engineering reserves the right to correct any award erroneously made as a result of a clerical error on the part of the City of Ashland.
9. Bids received sealed with any kind of **TAPE** shall not be accepted. To be considered, all bids shall be **SEALED**.
10. The City of Ashland reserves the right to hold all bids for a period of ninety (90) days from the date of the bid opening.
11. All prices for material, equipment, supplies, apparatus, etc., shall be F.O.B., Ashland, Kentucky at the designated places of delivery.
12. Prospective bidders shall comply with the President's Executive Order No's. 11246 and 11375 which prohibit discrimination in employment regarding race, creed, color, sex or national origin, Title VI of the Civil Rights Act of 1964, the Anti-Kickback Act, Contract Work Hours Standards Act, 40CFR 35.936 F, and all other appropriate Federal, Commonwealth of Kentucky and City of Ashland Rules, Regulations and Ordinances in effect at the time of bidding the particular goods, or services called for in these documents.
13. All bidders shall certify that they do not and will not maintain or provide for their employees facilities which are segregated or biased based on race, color, creed or national origin, and that they will make positive effort to use small and minority owned businesses in the performance of the contract.
14. All bidders shall receive a tabulation of the bids once a decision has been reached and approved to award bid to the successful bidder. The tabulation is not available on the date of the bid opening.
15. All bids shall include adequate information, brochures, latest printed detailed specifications and advertising literature describing the commodity or service offered to permit ready comparison with City specifications on an item by item basis.
16. The City of Ashland, through its City Manager, reserves the right to accept or to reject any or all bids. The City also reserves the right to award bids whole or in part when it is deemed to be in the best interest of the City of Ashland.
17. Specifications and full information for bidders may be seen and obtained at the Office of Engineering and Utilities, 1700 Greenup Avenue, Room 408, Ashland, KY. Questions concerning all or any part of the Bid Package shall be addressed to the Director of Engineering, P. O. Box 1839, 1700 Greenup Avenue, Suite 408, Ashland, Kentucky 41105-1839, or phone (606) 385-3332.
18. It is recommended that bidders keep a copy of the Bid Package submitted.
19. Preference will be given by the City of Ashland to the lowest responsible bidder furnishing products made and assembled in the continental United States of America. Where the price of an acceptable American-made product is within five percent (5%) of a non-American-made product, the bid award will be made to the domestic manufacturer.
20. Any bidder submitting an alternate bid or proposal when alternate bids or proposals have not been requested shall have his or her bid rejected as non-responsive.

21. Any bidder submitting a bid incorporating two (2) or more prices for an item or group of items - unless such method of pricing is requested on the Bid Form - or which imposes conditions for acceptance other than those established in the specifications shall have the bid rejected.
22. Manufacturer's catalog numbers, trade names, etc., if shown herein are for descriptive purposes only and are to guide the prospective bidder in determining the standard or quality, design and performance desired and shall not be construed to exclude other types of commodities and / or service. Any exceptions taken to specifications shall be listed and described on a separate sheet with the various increase or decrease in price clearly stated.
23. All bids shall be signed by the bidder or an authorized representative. Unsigned bids shall not be considered. Facsimile copies shall not be submitted and will not be considered.
24. All equipment furnished shall be in full compliance with Office of Safety and Health Administration regulations in effect at the time of shipment. In addition, equipment and all chemicals must include all paperwork including any Material Safety Data Sheets and be labeled accordingly.
25. The City of Ashland is exempt from all Commonwealth of Kentucky Sales Taxes and Federal Excise Taxes. Contractors, however, must pay taxes on materials purchased for Ashland projects.
26. The signature of the bidder or his authorized representative shall be considered as in acceptance and compliance with all terms and conditions contained and set out in this bid package.
27. Each bidder shall return the bid forms included in PART 2 of the bid documents with all forms, materials, etc. attached. All signatures shall be original.
28. Any literature, forms or items requested in the bid package shall be original material and shall be unaltered.
29. Licensed bidders shall submit a copy of their business license with the bid. Unlicensed bidders shall complete the business license application in the bid packet and return the application with the appropriate fee as part of the bid packet. The forms are included in this bid packet. The City may consider any unlicensed bidder failing to meet this condition as an unresponsive bidder.
30. The City of Ashland passed an Occupational License Fee - Ordinance 28, 1999. Each bidder shall be required to follow the guidelines as stated therein. The Occupational License Fee is effective as of July 1, 1999. The forms are included in this bid packet.
31. The bidders acknowledge that Boyd Circuit Court shall have jurisdiction over disputes that might arise relating to the bidder with which the City enters into an agreement for these services.
32. The City of Ashland reserves the right to hold the successful bidder's Bid Bond/ Certified Check for single purchase items. The Bid Bond/ Certified Check will be returned after successful fulfillment of bid has verified.

U.S. Department of Housing and Urban Development Requirements

The AGENCY and CONTRACTOR for which the contribution is made will provide any and all information requested by the CITY or HUD to determine compliance with any applicable HUD requirements and shall comply with all applicable federal and state statutes, executive orders, regulatory requirements, and policies in connection with the Project.

LABOR REQUIREMENTS: Compliance with certain regulations on wage and labor standards. In the case of Davis Bacon and Contract Work Hours and Safety Standards Acts, every contract for construction (in the case of residential construction, projects with eight or more units) triggers the requirements.

Davis-Bacon and Related Acts (40 USC 276(A)-7): Ensures that mechanics and laborers employed in construction work under Federally assisted contracts are paid wages and fringe benefits equal to those that prevail in the locality where the work is performed. This act also provides for the withholding of funds to ensure compliance and excludes from the wage requirements apprentices enrolled in bona fide apprenticeship programs.

Contract Work Hours and Safety Standards Act, as amended (40 USC 327-333): Provides that mechanics and laborers employed on Federally assisted construction jobs are paid time and one-half for work in excess of 40 hours per week, and provides for the payment of liquidated damages where violations occur. This act also addresses safe and healthy working conditions.

Copeland (Anti-Kickback) Act (40 USC 276c): Governs the deductions from paychecks that are allowable. Makes it criminal offense to induce anyone employed on a Federally assisted project to relinquish any compensation to which he/she is entitled, and requires all contractors to submit weekly payrolls and statements of compliance.

Fair Labor Standards Act of 1938, As Amended (29 USC 201, et. Seq.): Establishes the basic minimum wage for all work and requires the payment of overtime at the rate of at least time and on-half. It also requires the payment of wages for the entire time that an employee is required or permitted to work, and establishes child labor standards.

CONFLICT-OF-INTEREST: CDBG regulations require compliance with conflict-of-interest provisions 24CFR Parts 84 and 85 and/or CDBG regulations at 570.611.

DEBARRED CONTRACTORS: In accordance with 24 CFR Part 5, CDBG funds may not be used to directly or indirectly employ, award contracts/agreements to or otherwise engage the services of any contractor or sub-recipient during any period of debarment, suspension or placement of ineligibility status. Neither he nor any firm, partnership or association in which he has substantial interest is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary of Labor, Part 5 (29 CFR, Part 5) or pursuant to Section 3(a) of the Davis-Bacon Act, as amended (40 U.S.C. 276a-2(a)).

By signing and submitting this proposal, the prospective lower-tier participant certifies that neither it, its principals nor affiliates, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Further, the Participant provides the certification set out below. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into.

If it is later determined that an erroneous certification was rendered, in addition to other remedies available to the Federal Government, the Department or agency with which this transaction originated may pursue available remedies.

Further, the Participant shall provide immediate written notice to the person in whom this proposal is submitted if at any time the Participant learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

By submitting this proposal, it is agreed that should the proposed covered transaction be entered into, the Participant will not knowingly enter into any lower-tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction unless authorized by the agency with which this transaction originated.

It is further agreed that by submitting this proposal, the Participant will include this Certification, without modification, in all lower-tier covered transactions and in all solicitations for lower-tier covered transactions.

EQUAL OPPORTUNITY: Compliance with the following regulations that ensure equal opportunity for employment and contracting.

Equal Employment Opportunity, Executive Order 11246, as amended

Section 3 of the Housing and Urban Development Act of 1968

Minority/Women's Business Enterprise under Executive Orders 11625, 12432 and 12138

Fair Housing Act: The Fair Housing Act prohibits discrimination in housing because of:

- Race or color
- National Origin
- Religion
- Sex
- Familial status (including children under the age of 18 living with parents or legal custodians; pregnant women and people securing custody of children under 18)
- Handicap (Disability)

The Fair Housing Act covers most housing. In some circumstances, the Act exempts owner-occupied buildings with no more than four units, single-family housing sold or rented without the use of a broker and housing operated by organizations and private clubs that limit occupancy to members.

What is *Prohibited*?

In the Sale or Rental of Housing: No one may take any of the following actions based on race, color, national origin, religion, sex, familial status or handicap (disability):

- Refuse to rent or sell housing
- Refuse to negotiate for housing
- Make housing unavailable
- Deny a dwelling
- Set different terms, conditions, or privileges for sale or rental of a dwelling
- Provide different housing services or facilities
- Falsely deny that housing is available for inspection, sale or rental
- For profit, persuade owners to sell or rent (blockbusting) or
- Deny anyone access to or membership in a facility or service (such as a multiple listing service) related to the sale or rental of housing

PROCUREMENT STANDARDS: 24 CFR 85.36 and/or 24 CFR Part 84

NON-DISCRIMINATION AND EQUAL ACCESS: No person shall on the grounds of race, color, national origin, religion, or sex be excluded, denied benefits or subjected to discrimination under any program funded in whole or in part by CDBG funds. Measures must be taken to ensure non-discriminatory treatment, outreach and access to program resources. This applies to employment and contracting, as well as to marketing and selection of program participants.

Fair Housing and Equal Opportunity: Activities must comply with the following Federal laws, executive orders and regulations pertaining to fair housing and equal opportunity.

Title VI of the Civil Rights Act of 1964, As Amended (42 USC 2000d et seq)

The Fair Housing Act (42 USC 3601-3602)

NON-COLLUSION AFFIDAVIT OF CONTRACTOR: This proposal is genuine and is not a collusive or sham proposal. Neither the said contractor nor any of its officers, partners, owners, agents or representatives, employees, or parties in interest, including the affinity has in any way colluded, conspired, connived or agreed, directly or indirectly with any other contractor, firm, or person to submit a collusive or sham bid in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other contractor, firm, or person to fix the price or prices in the attached proposal or of any other contractor, or to fix any overhead, profit or cost element of the proposal price or the proposal price of any other contractor, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Ashland or any person interested in the proposed agreement; and the price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the contractor or any of its agents, representatives, owners, employees or parties, including this affiant.

STATEMENT OF COMPLIANCE WITH NON-DISCRIMINATION REGULATIONS: The undersigned contractor certifies that he and his company will not discriminate against any person regarding age, sex, race, religion, national origin or creed, in accordance with President's Executive Orders 11246 and 11375 and other appropriate Federal, Commonwealth of Kentucky and City of Ashland rules, regulations and ordinances in effect at this time. The undersigned also certifies that he does not and will not maintain or provide for their employees facilities that are segregated and that they will make a positive effort to use small businesses, minority and female owned businesses in the performance of this contract.

RELEASE OF MECHANICS LIEN: The undersigned contractor certifies that he and his company having furnished materials and/or labor at the above project do hereby release all liens or rights to file liens against said property for material and/or services of labor provided for this project.

CERTIFICATION CONCERNING LABOR STANDARDS AND CONTRACTOR ELIGIBILITY: The contractor acknowledges that:

- The Labor Standards provisions are included in this agreement.
- Correction of any infractions of the aforesaid provisions, including infractions by any of his subcontractors and any lower tier subcontractors is his responsibility.

END OF SECTION 00030

PART2

BID DOCUMENTS AND FORMS

SECTION 00040

STATEMENT OF BIDDER'S QUALIFICATIONS

All questions shall be answered or the bid document may be declared incomplete. All data given shall be clear and comprehensive. This statement shall be notarized. If necessary, questions may be answered on separate sheets. The bidder shall submit any additional information desired.

1. Name of Bidder.
2. Permanent main office address.
3. When organized?
4. If a corporation, where incorporated.
5. How many years have you been engaged in operation of your business under your present firm or trade name?
6. Contracts on hand. (Schedule these, showing amounts of each contract, the appropriate anticipated dates of completion and contact information for references.)
7. General character of work performed by your company. (Sales, parts, service, etc.)
8. Have you ever failed to complete any job awarded to you? If so, indicate where and why?
9. Have you ever defaulted on a contract? If so, indicate where and why?
10. List the more important projects completed by your firm, stating the approximate cost for each, the month and year completed and contact information for references.
11. List your major equipment available for this work.
12. Experience in work similar in importance to this project.
13. Background and experience of the principal members of your organization, including the officers in this type work.
14. Credit available: \$
15. Give bank reference:
16. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the City of Ashland?

17. The undersigned hereby authorizes and requests any person, firm or corporation to furnish any information required by the City of Ashland in verification of the statements mad comprising this Statement of Bidder's Qualifications. Dated on this ____ day of _____, of this year 202_.

NAME OF BIDDER

BY

TITLE

STATE OF _____, ss.

COUNTY OF _____,

_____ being duly sworn deposes and
says that he is _____ of

(NAME OF ORGANIZATION)

and that the answers to the foregoing questions and all statements contained therein are true and correct.

Subscribed and sworn to before me this ____ day of _____, of this year 202_.

(NOTARY PUBLIC)

My Commission expires _____, ____ -

END OF SECTION 00040

00040 STATEMENT OF BIDDERS QUALIFICATIONS -2

SECTION 00050

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF _____ COUNTY OF _____

----- being first duly sworn, deposes and says that:

(1) He or She is

(OWNER, PARTNER, REPRESENTATIVE OR AGENT)

of _____ the bidder that has
submitted the attached bid;

(2) He or She is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid:

(3) Such Bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents or representatives, employees or parties in interest, including the affinity has in any way colluded conspired, connived or agree, directly or indirectly with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Ashland or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees or parties, including this affiant.

SIGNED _____

TITLE _____

Subscribed and sworn to before me this _____ day of _____, of this year 202_.

(NAME)

(TITLE)

MY COMMISSION EXPIRES: _____

END OF SECTION 00050

SECTION 00060

STATEMENT OF COMPLIANCE WITH NON-DISCRIMINATION REGULATIONS

The undersigned, as bidder, certifies that he/she and his/her company will not discriminate against any person regarding age, sex, race, religion, national origin or creed, in accordance with the President's Executive Order Numbers 11246 and 11375 and other appropriate Federal, Commonwealth of Kentucky and City of Ashland Rules, Regulations and Ordinances in effect at the time of bidding the particular goods or services called for in these Bid Documents.

The bidder also certifies that they do not and will not maintain or provide for their employees any facilities that are segregated and that they will make positive effort to use small and minority owned businesses in the performance of this contract.

COMPANY NAME_____

SIGNED_____

TITLE_____

DATE_____

END OF SECTION 00060

SECTION 00070

STATEMENT OF RESPONSIBILITY FOR DAMAGE, CLAIMS, ETC.

The Contractor shall indemnify and save harmless the City, the Engineer and sub consultants and all of their officers, agents and employees, from all claims, damages, losses and expenses including attorneys' fees of any character, name and description brought for, or on account of any injuries or damages received or sustained by any person, persons, or property by or from the said Contractor or by or in consequence of any neglect in safeguarding the Work or through the use of unacceptable materials used on construction or by or on account of any claims or amounts recovered from any infringement of patent, trademark or copyright, or from any claims or amounts arising or recovered under any law, ordinance, order, or decree, and so much of the money due the said Contractor under and by virtue of his Contract as shall be considered necessary by the City, or in case no money is due, his surety shall be held until such suit or suits, action or actions, claim or claims for injuries or damages as aforesaid, shall have been settled and suitable evidence to that effect furnished to the City. Contractor shall purchase public liability, workers compensation and automobile liability insurance, for the City's protection.

In any and all claims against the City or the Engineer, or any of their agents or employees, by any employee of the Contractor, and subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under Workmen's Compensation acts, disability benefit acts or other employee benefit acts.

The obligation of the Contractor under this paragraph shall not extend to the liability of the Engineer, his agents or employees arising out of the preparation or approval of maps, Drawings, opinions, reports, surveys, Change Orders, designs or Specifications.

COMPANY NAME

SIGNED

TITLE

DATE

END OF SECTION 00070

NOTE TO BIDDER: Failure to complete all items on this page may cause rejection of your bid.

**CONTRACTOR'S CERTIFICATION ON
FEDERAL CONTRACT REQUIREMENTS**

I hereby certify that I have reviewed the federal construction contract-related requirements imposed on the Contractor(s) of Federally funded construction projects and fully understand all my obligations if the project is awarded to me.

Project Name:

Location: Ashland, Kentucky

Amount of Bid: \$ _____

Name of Bidder

Print Name and Title

Street Address

City, State Zip Code

Signature

Certification Regarding Debarment and Suspension

Certification A: Certification Regarding Debarment, Suspension and Other Responsibility Matters – Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief that its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal debarment or agency;

b. 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 statement, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statement in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Certification (A)

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was in place when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

U.S. Department of Housing and Urban Development

4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded**, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of these regulations.

6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines this eligibility of its principals. Each participant may, but is not required to, check the Non-procurement list.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph (6) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification B: Certification Regarding Debarment, Suspension, Ineligible and Voluntary Exclusion – Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to testify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Certification (B)

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become by reason of changed circumstances.

4. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded**, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of these regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into a lower tier transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement list.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a lower covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies including suspension and/or debarment.

Applicant	Date
Signature of Authorized Certifying Official	Title

False Claims Act, 31 U.S.C. §§ 3729-3733

Project funded by the Department of Housing & Urban Development

(To Be Executed by Bidder and Submitted with Bid)

False Claims Statement: U.S. Code, Title 31, Section 3729, False Claims, provides a civil penalty of not less than \$5,000 and not more than \$10,000, **plus 3 times the amount of damages** for any person who knowingly presents, or causes to be presented, a false or fraudulent claim; or who knowingly makes, or caused to be used, a false record or statement; or conspires to defraud the Government by getting a false or fraudulent claim allowed or paid.

DHS will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

User Acknowledgement and Certification:

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.

Authorized Applicant Name
(Print Full Name)

Authorized Applicant Signature

Date

CERTIFICATION OF BIDDER REGARDING NON-SEGREGATED FACILITIES

(To Be Executed by Bidder and Submitted with Bid)

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The bidder's attention is called to the clause entitled Equal Employment Opportunity of the General Conditions of the Contract for Construction.

"Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

By the submission of this bid, the bidder certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The bidder agrees that a breach of this certification is a violation of the Equal Employment Opportunity clause in the contract.

The bidder further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) prior to entering into subcontracts which exceed \$10,000 and are not exempt from the requirements of the Equal Employment Opportunity clause, it will obtain identical certifications from the proposed subcontractors; retain the certifications in its files; and forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

Notice to Prospective Subcontractors of Requirement for Certifications of Non-segregated Facilities

A Certification of Non-segregated Facilities must be submitted before the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Employment Opportunity clause of the prime contract. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

User Acknowledgement and Certification:

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.

Authorized Applicant Name
(Print Full Name)

Authorized Applicant Signature

Date

BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION

For all orders above the limit prescribed in 2 CFR 200 – Appendix II (currently \$100,000), the Offeror must complete and sign the following:

The following certification and disclosure regarding payments to influence certain federal transactions are made per the provisions contained in 2 CFR 200 – Appendix II and 31 U.S.C. 1352, the “Byrd Anti-Lobbying Amendment.”

(a) 2 CFR 200 – Appendix II, “Contract Provisions for Non-Federal Entity Contracts Under Federal Awards” is hereby incorporated by reference into this certification

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that:

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$150,000 shall certify and disclose accordingly.

(c) This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person making an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

SIGNATURE: _____

COMPANY NAME: _____

DATE: _____

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The grantee certifies that it will provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing a drug-free awareness program to inform employees about—
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation and employee assistance programs, and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after each conviction;
- (e) Notifying the agency within ten days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction;
- (f) Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted—
 - (1) Taking appropriate personnel action against such an employee, up to and including termination; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

Typed Name and Title of Certification Official

Signature

Date

SECTION 00140

FERRY STREET AND POLLARD ROAD SIDEWALK PROJECT

BID FORM FOR CONSTRUCTION CONTRACT

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 1-OWNER AND BIDDER

- 1.01 This Bid is submitted to: **City of Ashland, 1700 Greenup Avenue, Ashland, KY 41101.**
- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2-ATTACHMENTS TO THIS BID

- 2.01 The following documents are submitted with and made a condition of this Bid:
 - A. Required Bid security **(10 Percent of Total Bid Amount)**;
 - B. Statement of Bidder's Qualifications with supporting data;
 - C. Non-Collusion Affidavit of Prime Bidder;
 - D. Statement of Compliance with Non-Discrimination Regulations;
 - E. Statement of Responsibility for Damage, Claims, Etc.;
 - F. Contractor's Certification on Federal Contract Requirements;
 - G. Certification Regarding Debarment and Suspension;
 - H. False Claims Act;
 - I. Certification of Bidder Regarding Non-Segregated Facilities;
 - J. Byrd Anti-Lobbying Amendment Certification;
 - K. Certification Regarding Drug-Free Workplace Requirements
 - L. Evidence of authority to do business in the City of Ashland (Business License); or a written covenant to obtain such authority within the time for award of contract (Application for Business Privilege and Occupational License Fee form completed);

ARTICLE 3-BASIS OF BID-UNIT PRICE BID

- 3.01 *Unit Price Bids*
 - A. Comparison of Bids will be based on the total amount of the Bid submitted.
 - B. Bidder will complete the Work in accordance with the Contract Documents for the following

unit prices for measured in-place quantities:

1. Unit Prices

Item No.	Description	Estimated Quantity	Unit	Unit Cost	Total Cost
1	MOBILIZATION	1	LUMP		
2	EROSION AND WATER POLLUTION CONTROL	1	LUMP		
3	CLEANING AND RESTORATION	1	Lump		
4	Ferry Street: CURBWALK (INCLUDING REMOVAL AND REINSTALLATION, DISPOSAL, FINISHING, FORMWORK, MATERIALS, LABOR, AND ALL OTHER APPURTENANCES)	6,792	SQFT		
5	Ferry Street: 6" DRIVEWAY ENTRANCE (INCLUDING REMOVAL AND REINSTALLATION, DISPOSAL, FINISHING, FORMWORK, MATERIALS, LABOR, AND ALL OTHER APPURTENANCES)	1,088	SQFT		
6	Ferry Street: DETECTABLE WARNING (INCLUDING COST OF PAD, MOUNTING EQUIPMENT, LABOR FOR SURFACE MOUNT OR WET CONCRETE MOUNT, AND ALL OTHER APPURTENANCES)	7	EACH		

7	Pollard Road: CURBWALK (INCLUDING REMOVAL AND REINSTALLATION, DISPOSAL, FINISHING, FORMWORK, MATERIALS, LABOR, AND ALL OTHER APPURTENANCES)	208	SQFT		
8	Pollard Road: SIDEWALK (INCLUDING REMOVAL AND REINSTALLATION, DISPOSAL, FINISHING, FORMWORK, MATERIALS, LABOR, AND ALL OTHER APPURTENANCES)	28	SQFT		
TOTAL AMOUNT OF BID IN NUMBERS:					
TOTAL AMOUNT OF BID IN WORDS:					

c. Bidder acknowledges that:

1. Each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and
2. Estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 4-TIME OF COMPLETION

- 4.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 4.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 5-BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

5.01 *Bid Acceptance Period*

- A. This Bid will remain subject to acceptance for 90 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

5.02 *Instructions to Bidders*

- A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

5.03 *Receipt of Addenda*

A. Bidder hereby acknowledges receipt of the following Addenda: **[Bidder is to complete table]**

Addendum Number	Addendum Date

ARTICLE 6-BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

6.01 *Bidder's Representations*

A. In submitting this Bid, Bidder represents the following:

1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site, if any, that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on {a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and {c) Bidder's {Contractor's) safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

6.02 *Bidder's Certifications*

A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
 - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
 - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
 - c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
 - d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

EJCDc• C-410, Bid Form for Construction Contract.

BIDDER hereby submits this Bid as set forth above:

Bidder:

(typed or printed name of organization)

By: _____
{individual's signature}

Name: _____
{typed or printed}

Title: _____
(typed or printed)

Date: _____
{typed or printed}

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest: _____
{individual's signature}

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Date: _____
(typed or printed)

Address for giving notices:

Bidder's Contact:

Name: _____
(typed or printed)

Title: _____
{typed or printed}

Phone: _____

Email: _____

Address: _____

Bidder's Contractor License No.: (if applicable) _____

BID BOND (PENAL SUM FORM)

Bidder Name: Address <i>(principal place of business)</i> :	Surety Name: Address <i>(principal place of business)</i> :
Owner Name: City of Ashland Address <i>(principal place of business)</i> : 1700 Greenup Avenue, Ashland, KY 41101	Bid Project <i>(name and location)</i> : Sidewalk Replacement Project - Phase II Bid Due Date:
Bond Penal Sum: Date of Bond:	
Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.	
Bidder	Surety
<i>(Full formal name of Bidder)</i>	<i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <i>(Signature)</i>	By: _____ <i>(Signature) (Attach Power of Attorney)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____ <i>(Signature)</i>	Attest: _____ <i>(Signature)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
<i>Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.</i>	

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents {or any extension thereof agreed to in writing by Owner} the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation will be null and void if:
 - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents {or any extension thereof agreed to in writing by Owner} the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2. All Bids are rejected by Owner, or
 - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents {or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof}.
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

CITY OF ASHLAND

Department of Finance

Occupational License / Net Profit Division

P.O. Box 1839, Ashland, KY 41105-1839

Phone No. (606)385-3358, 3359, or 3360 Fax No. (606)385-3365

Ashland

A PNJ11+ Paid, A Bribe I Fulfills

www.ashlandky.gov

APPLICATION FOR BUSINESS PRIVILEGE AND OCCUPATIONAL LICENSE FEEPlease answer **all** questions fully.

1. Business or Individual Name: _____

2. Will you have a Physical Location Within Ashland City Limits? Yes_____ No_____

3. Business Location (Within City Limits): _____

4. Business Location (Physical Address): _____

5B. Business Mailing Address: _____

6. Telephone Numbers (include area code): Business: _____ Fax: _____

7. E-mail address: _____

8. Ownership: _____ Sole Proprietor _____ Partnership _____ Limited Liability

_____ Corporation _____ S. Corporation _____ Other

9. Name and home address of owner(s), partners, or if a corporation, list Officers and Titles (attach additional pages if necessary):

10. Federal Tax I.D. #: _____ and / or Social Security Number: _____

11. Nature or description of business: _____

12. Do you have subcontractors or any other contract labor? _____ If yes, please attach a detailed listing.

13. Date business started in Ashland: _____ Number of employees working in Ashland: _____

14. Accounting period per Federal Return: _____ Calendar Year _____ Fiscal Year (Month and Date)

15. Contact Information:**Business License & Net Profit Contact**

Name: _____

Title: _____

Mailing Address: _____

City, State, Zip: _____

Phone Number: _____

Fax Number: _____

E-mail Address: _____

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Payroll Tax Contact (If Applicable)

Name: _____

Title: _____

Mailing Address: _____

City, State, Zip: _____

Phone Number: _____

Fax Number: _____

E-mail Address: _____

New License **fees** shall be prorated as follows for the first year of business only:

Application Month	Fee
January, February, March	\$100.00
April, May, June	\$75.00
July, August, September	\$50.00
October, November, December	\$25.00
Other Fees	
Late Filing Fee	\$50.00
Additional Location Fee	\$10.00

All information contained on this application is necessary for our records and will be held in strict confidence.

Issuance of this City of Ashland Business Privilege License provides a license to conduct business within the City Limits of Ashland only and does not constitute an approval of any location selected for your business. A copy of this application will be provided to the City's Code Enforcement Office, Zoning Office and Fire Inspectors. A Fire Inspector will be in contact with the applicant; however, it shall be the responsibility of the Applicant, upon selection of a physical location for this business, to contact the Fire Inspectors for a premise inspection to ensure the location meets the established codes for public buildings. Any necessary changes or updates needed to meet applicable code shall be completed in a timely manner as determined by the Fire Inspector. Failure to comply with required inspections and obtain necessary permits may result in additional fines and possible closure until such zoning and safety issues are resolved.

I hereby certify that the information contained in this application is true and correct to the best of my knowledge and belief and I agree to the terms set forth above for a physical location in the City of Ashland.

Authorized Signature: _____ Title: _____ Date: _____

Amount of payment enclosed: \$ _____ Check#: _____

IF PAYING BY CREDIT CARD, COMPLETE BELOW.				
☐	☐	☐	D	
				
CREDIT CARD NUMBER			AMOUNT	SEC CODE
EXP DATE			PRINTED NAME	
SIGNATURE			ZIP CODE	

FOR INTERNAL USE ONLY

Account Number: _____ Assigned By: _____ Date: _____

Code Enforcement Approval: _____ Date: _____

Zoning Approval: _____ Date: _____

Fire Approval: _____ Date: _____

Rev. 10/25/19

PART 3

CONTRACT FORMS

NOTICE OF AWARD

Date of Issuance:

Owner:

Owner's Project No.:

Engineer:

Engineer's Project No.:

Project:

Contract Name:

Bidder:

Bidder's Address:

You are notified that Owner has accepted your Bid dated **[date]** for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

Ferry Street and Pollard Road Sidewalk Project

The Contract Price of the awarded Contract is **\$(Contract Price)**. Contract Price is subject to adjustment based on the provisions of the Contract, including but not limited to those governing changes, Unit Price Work, and Work performed on a cost-plus-fee basis, as applicable.

Three unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically.

D Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner **three** counterparts of the Agreement, signed by Bidder (as Contractor).
2. Deliver with the signed Agreement(s) the Contract security (such as required performance and payment bonds) and insurance documentation, as specified in the Instructions to Bidders and in the General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any): Valid Business License. Current Payment of Occupational License Fees and Net Profits Tax.

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within 10 days after you comply with the above conditions, Owner will return to you one fully signed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: **City of Ashland**

By (signature): _____

Name (printed): _____

Title: _____

Copy: Engineer

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AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (UNIT PRICE)

This Agreement is by and between [name of contracting entity] ("Owner") and [name of contracting entity] ("Contractor").

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

ARTICLE 1-WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: **FERRY STREET AND POLLARD ROAD SIDEWALK PROJECT.**

ARTICLE 2-THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **FERRY STREET AND POLLARD ROAD SIDEWALK PROJECT.**

ARTICLE 3-ENGINEER

- 3.01 The Owner will have the City Engineer ("Engineer") to act as Owner's representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.
- 3.02 The part of the Project that pertains to the Work has been designed by **Engineer.**

ARTICLE 4-CONTRACT TIMES

4.01 Time is of the Essence

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.03 Contract Times: Days

- A. The Work will be substantially complete within **60** days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within **90** days after the date when the Contract Times commence to run.

4.05 Liquidated Damages

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. *Substantial Completion:* Contractor shall pay Owner **\$500.00** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
 2. *Completion of Remaining Work:* After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner **\$500.00** for each day that expires after such time until the Work is completed and ready for final payment.
 3. Liquidated damages for failing to timely attain Substantial Completion, and final completion are not additive, and will not be imposed concurrently.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

4.06 *Special Damages*

- A. Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.
- B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.
- C. The special damages imposed in this paragraph are supplemental to any liquidated damages for delayed completion established in this Agreement.

ARTICLE 5-CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:

- A. For all Unit Price Work, an amount of **\$[number]** subject to adjustment for actual quantities installed.

All specific cash allowances are included in the above price in accordance with Paragraph 13.02 of the General Conditions.

ARTICLE 6-PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on the basis of Contractor's Applications for Payment on or about the **20th** day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
 - 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.
 - a. **90** percent of the value of the Work completed (with the balance being retainage).
 - 1) If 50 percent or more of the Work has been completed, as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
 - b. 90 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to **100** percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less **100** percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

6.04 *Consent of Surety*

- A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

6.05 *Interest*

- A. All amounts not paid when due will bear interest at the rate of **0** percent per annum.

ARTICLE 7-CONTRACT DOCUMENTS

7.01 *Contents*

- A. The Contract Documents consist of all of the following:
 - 1. This Agreement.
 - 2. Bonds:
 - a. Performance bond (together with power of attorney).
 - b. Payment bond (together with power of attorney).
 - 3. General Conditions.
 - 4. Supplementary Conditions.
 - 5. Specifications as listed in the table of contents of the project manual.
 - 6. Drawings (not attached but incorporated by reference) included in bidding documents consisting of sheets with each sheet bearing the following general title: **FERRY STREET AND POLLARD ROAD SIDEWALK PROJECT**.
 - 8. Addenda (numbers [number] to [number], inclusive).
 - 9. Exhibits to this Agreement (enumerated as follows):
 - a. [list exhibits]
 - 10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
 - e. Warranty Bond, if any.
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 8-REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 *Contractor's Representations*

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
 - 1. Contractor has examined and carefully studied the Contract Documents, including Addenda.

2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
4. Contractor has carefully studied the reports (if previously issued) of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
5. Contractor has carefully studied the reports and drawings (if previously issued) relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

8.02 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.03 *Standard General Conditions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on **[indicate date on which Contract becomes effective]** (which is the Effective Date of the Contract).

Owner:

Contractor:

_____ (typed or printed name of organization) By: _____ (individual's signature) Date: _____ (date signed) Name: _____ (typed or printed) Title: _____ (typed or printed) Attest: _____ (individual's signature) Title: _____ (typed or printed) Address for giving notices: _____ _____ _____ Designated Representative: Name: _____ (typed or printed) Title: _____ (typed or printed) Address: _____ _____ _____ Phone: _____ Email: _____ <i>{If {Type of Entity} is a corporation, attach evidence of authority to sign. If {Type of Entity} is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.}</i>	_____ (typed or printed name of organization) By: _____ (individual's signature) Date: _____ (date signed) Name: _____ (typed or printed) Title: _____ (typed or printed) <i>(If {Type of Entity} is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)</i> Attest: _____ (individual's signature) Title: _____ (typed or printed) Address for giving notices: _____ _____ _____ Designated Representative: Name: _____ (typed or printed) Title: _____ (typed or printed) Address: _____ _____ _____ Phone: _____ Email: _____ License No.: _____ (where applicable) State: _____
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NOTICE TO PROCEED

Owner: _____ Owner's Project No.: _____
Engineer: _____ Engineer's Project No.: _____
Contractor: _____ Contractor's Project No.: _____
Project: _____
Contract Name: _____
Effective Date of Contract: _____

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on **[date Contract Times are to start]** pursuant to Paragraph 4.01 of the General Conditions.

On that date, Contractor shall start performing its obligations under the Contract Documents. No Work will be done at the Site prior to such date.

In accordance with the Agreement:

The number of days to achieve Substantial Completion is **[number of days, from Agreement]** from the date stated above for the commencement of the Contract Times, resulting in a date for Substantial Completion of **[date, calculated from commencement date above]**; and the number of days to achieve readiness for final payment is **[number of days, from Agreement]** from the commencement date of the Contract Times, resulting in a date for readiness for final payment of **[date, calculated from commencement date above]**.

Before starting any Work at the Site, Contractor must comply with the following:

[Note any access limitations, security procedures, or other restrictions]

Owner: **[Full formal name of Owner]**
By (signature): _____
Name (printed): _____
Title: _____
Date Issued: _____
Copy: Engineer

PERFORMANCE BOND

Contractor Name: [Full formal name of Contractor] Address <i>(principal place of business)</i> : [Address of Contractor's principal place of business]	Surety Name: [Full formal name of Surety] Address <i>(principal place of business)</i> : [Address of Surety's principal place of business]
Owner Name: [Full formal name of Owner] Mailing address <i>(principal place of business)</i> : [Address of Owner's principal place of business]	Contract Description <i>(name and location)</i> : [Owner's project/contract name, and location of the project] Contract Price: [Amount from Contract] Effective Date of Contract: [Date from Contract]
Bond Bond Amount: [Amount] Date of Bond: [Date] <i>(Date of Bond cannot be earlier than Effective Date of Contract)</i> Modifications to this Bond form: I None ☐ See Paragraph 16	
Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Performance Bond, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.	
Contractor as Principal	Surety
By: _____ <i>(Full formal name of Contractor)</i> _____ <i>(Signature)</i>	By: _____ <i>{Full formal name of Surety} (corporate seal)</i> _____ <i>{Signature}(Attach Power of Attorney)</i>
Name: _____ <i>{Printed or typed}</i>	Name: _____ <i>{Printed or typed}</i>
Title: _____	Title: _____
Attest: _____ _____ <i>(Signature)</i>	Attest: _____ _____ <i>(Signature)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
<i>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</i>	

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 Paragraph 3.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond will arise after:
 - 3.1. The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice may 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 Paragraph 3.1 will 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 does not waive the Owner's right, if any, subsequently to declare a Contractor Default;
 - 3.2. The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
 - 3.3. 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 Paragraph 3.1 does 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 Paragraph 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 Owners 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 Paragraph 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:

- 5.4.1 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
 - 5.4.2 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 Paragraph 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 Paragraph 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 Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner will not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety will 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:
 - 7.1. the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
 - 7.2. 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 Paragraph 5; and
 - 7.3. 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 Paragraph 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 will not be reduced or set off on account of any such unrelated obligations. No right of action will 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 must be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and must 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 periods of limitations available to sureties as a defense in the jurisdiction of the suit will be applicable.
- 12. Notice to the Surety, the Owner, or the Contractor must 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 will be deemed deleted therefrom and provisions conforming to such

statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will 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 for the Contractor for 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 will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
16. Modifications to this Bond are as follows: **[Describe modification or enter "None"]**

PAYMENT BOND

Contractor Name: [Full formal name of Contractor] Address <i>(principal place of business)</i> : [Address of Contractor's principal place of business]	Surety Name: [Full formal name of Surety] Address <i>(principal place of business)</i> : [Address of Surety's principal place of business]
Owner Name: [Full formal name of Owner] Mailing address <i>(principal place of business)</i> : [Address of Owner's principal place of business]	Contract Description <i>(name and location)</i> : [Owner's project/contract name, and location of the project] Contract Price: [Amount, from Contract] Effective Date of Contract: [Date, from Contract]
Bond Bond Amount: [Amount] Date of Bond: [Date] <i>(Date of Bond cannot be earlier than Effective Date of Contract)</i> Modifications to this Bond form: ☐ None ☐ See Paragraph 18	
Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Payment Bond, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.	
Contractor as Principal	Surety
{Full formal name of Contractor} By: _____ <i>(Signature)</i>	{Full formal name of Surety} (corporate seal) By: _____ <i>(Signature)(Attach Power of Attorney)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____ <i>(Signature)</i>	Attest: _____ <i>(Signature)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
<i>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</i>	

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 will arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 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 Paragraph 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 will arise after the following:
 - 5.1. Claimants who do not have a direct contract with the Contractor
 - 5.1.1. 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
 - 5.1.2. have sent a Claim to the Surety (at the address described in Paragraph 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 Paragraph 13).
6. If a notice of non-payment required by Paragraph 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 Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 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 Paragraph 7.1 or 7.2 will 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 Paragraph 7.1 or 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 will not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond will 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 will 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 satisfying 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 will 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 Paragraph 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 will be applicable.
 13. Notice and Claims to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, will 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 will be deemed deleted here from and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.
 15. Upon requests 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:
 - 16.1.1. The name of the Claimant;
 - 16.1.2. The name of the person for whom the labor was done, or materials or equipment furnished;
 - 16.1.3. 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;
 - 16.1.4. A brief description of the labor, materials, or equipment furnished;
-

- 16.1.5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- 16.1.6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
- 16.1.7. The total amount of previous payments received by the Claimant; and
- 16.1.8. 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 is to include without limitation in the terms of "labor, materials, or equipment" that part of the 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 will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
- 18. Modifications to this Bond are as follows: **[Describe modification or enter "None"]**

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

ARTICLE 1-DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

- A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda-Written* or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
 2. *Agreement*- The written instrument, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.
 3. *Application for Payment*-The document prepared by Contractor, in a form acceptable to Engineer, to request progress or final payments, and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
 4. *Bid*-The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
 5. *Bidder*-An individual or entity that submits a Bid to Owner.
 6. *Bidding Documents*-The Bidding Requirements, the proposed Contract Documents, and all Addenda.
 7. *Bidding Requirements*-The Advertisement or invitation to bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.
 8. *Change Order*-A document 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 Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.
 9. *Change Proposal*-A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.
 10. *Claim*
 - a. A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment of Contract Price or Contract Times; contesting an initial decision by Engineer concerning the

requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer's decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract.

- b. A demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer's decision regarding a Change Proposal, or seeking resolution of a contractual issue that Engineer has declined to address.
 - c. A demand or assertion by Owner or Contractor, duly submitted in compliance with the procedural requirements set forth herein, made pursuant to Paragraph 12.01.A.4, concerning disputes arising after Engineer has issued a recommendation of final payment.
 - d. A demand for money or services by a third party is not a Claim.
- 11. *Constituent of Concern*-Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), lead-based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to Laws and Regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
 - 12. *Contract*- The entire and integrated written contract between Owner and Contractor concerning the Work.
 - 13. *Contract Documents*- Those items so designated in the Agreement, and which together comprise the Contract.
 - 14. *Contract Price*-The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents.
 - 15. *Contract Times*-The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.
 - 16. *Contractor*- The individual or entity with which Owner has contracted for performance of the Work.
 - 17. *Cost of the Work*-See Paragraph 13.01 for definition.
 - 18. *Drawings*- The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
 - 19. *Effective Date of the Contract*-The date, indicated in the Agreement, on which the Contract becomes effective.
 - 20. *Electronic Document*-Any Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.
 - 21. *Electronic Means*-Electronic mail (email), upload/download from a secure Project website, or other communications methods that allow: (a) the transmission or communication of Electronic Documents; (b) the documentation of transmissions, including sending and receipt; (c) printing of the transmitted Electronic Document by the

recipient; (d) the storage and archiving of the Electronic Document by sender and recipient; and (e) the use by recipient of the Electronic Document for purposes permitted by this Contract. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.

22. *Engineer*-The individual or entity named as such in the Agreement.
23. *Field Order*-A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.
24. *Hazardous Environmental Condition*-The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto.
 - a. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated into the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, is not a Hazardous Environmental Condition.
 - b. The presence of Constituents of Concern that are to be removed or remediated as part of the Work is not a Hazardous Environmental Condition.
 - c. The presence of Constituents of Concern as part of the routine, anticipated, and obvious working conditions at the Site, is not a Hazardous Environmental Condition.
25. *laws and Regulations; laws or Regulations*-Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and binding decrees, resolutions, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
26. *liens*-Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.
27. *Milestone*-A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date, or by a time prior to Substantial Completion of all the Work.
28. *Notice of Award*-The written notice by Owner to a Bidder of Owner's acceptance of the Bid.
29. *Notice to Proceed*-A written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.
30. *Owner*-The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.
31. *Progress Schedule*-A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising Contractor's plan to accomplish the Work within the Contract Times.
32. *Project*- The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.

33. *Resident Project Representative*-The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative (RPR) includes any assistants or field staff of Resident Project Representative.
34. *Samples*-Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
35. *Schedule of Submittals*-A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer's review of the submittals.
36. *Schedule of Values*-A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.
37. *Shop Drawings*-All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.
38. *Site-Lands* or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands or areas furnished by Owner which are designated for the use of Contractor.
39. *Specifications*-The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
40. *Subcontractor*-An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
41. *Submittal*-A written or graphic document, prepared by or for Contractor, which the Contract Documents require Contractor to submit to Engineer, or that is indicated as a Submittal in the Schedule of Submittals accepted by Engineer. Submittals may include Shop Drawings and Samples; schedules; product data; Owner-delegated designs; sustainable design information; information on special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections, and field or Site quality-control testing and inspections; warranties and certifications; Suppliers' instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; Project photographic documentation; record documents; and other such documents required by the Contract Documents. Submittals, whether or not approved or accepted by Engineer, are not Contract Documents. Change Proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.
42. *Substantial Completion*-The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion of such Work.

43. *Successful Bidder*-The Bidder to which the Owner makes an award of contract.
44. *Supplementary Conditions*-The part of the Contract that amends or supplements these General Conditions.
45. *Supplier*-A manufacturer, fabricator, supplier, distributor, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
46. *Technical Data*
- a. Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (1) existing subsurface conditions at or adjacent to the Site, or existing physical conditions at or adjacent to the Site including existing surface or subsurface structures (except Underground Facilities) or (2) Hazardous Environmental Conditions at the Site.
 - b. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then Technical Data is defined, with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06, as the data contained in boring logs, recorded measurements of subsurface water levels, assessments of the condition of subsurface facilities, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical, environmental, or other Site or facilities conditions report prepared for the Project and made available to Contractor.
 - c. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data, and instead Underground Facilities are shown or indicated on the Drawings.
47. *Underground Facilities*-All active or not-in-service underground lines, pipelines, conduits, ducts, encasements, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or systems at the Site, including but not limited to those facilities or systems that produce, transmit, distribute, or convey telephone or other communications, cable television, fiber optic transmissions, power, electricity, light, heat, gases, oil, crude oil products, liquid petroleum products, water, steam, waste, wastewater, storm water, other liquids or chemicals, or traffic or other control systems. An abandoned facility or system is not an Underground Facility.
48. *Unit Price Work*-Work to be paid for on the basis of unit prices.
49. *Work*-The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.
50. *Work Change Directive*-A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

1.02 Terminology

- A. The words and terms discussed in Paragraphs 1.02.B, C, D, and E are not defined terms that require initial capital letters, but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.
- B. *Intent of Certain Terms or Adjectives:* The Contract Documents include the terms "as allowed," "as approved," "as ordered," "as directed" or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.
- C. *Day:* The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.
- D. *Defective:* The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it:
1. does not conform to the Contract Documents;
 2. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
 3. has been damaged prior to Engineer's recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or Paragraph 15.04).
- E. *Furnish, Install, Perform, Provide*
1. The word "furnish," when used in connection with services, materials, or equipment, means to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
 2. The word "install," when used in connection with services, materials, or equipment, means to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
 3. The words "perform" or "provide," when used in connection with services, materials, or equipment, means to furnish and install said services, materials, or equipment complete and ready for intended use.
 4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words "furnish," "install," "perform," or "provide," then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.

- F. *Contract Price or Contract Times*: References to a change in "Contract Price or Contract Times" or "Contract Times or Contract Price" or similar, indicate that such change applies to (1) Contract Price, (2) Contract Times, or (3) both Contract Price and Contract Times, as warranted, even if the term "or both" is not expressed.
- G. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2-PRELIMINARY MATTERS

2.01 *Delivery of Performance and Payment Bonds; Evidence of Insurance*

- A. *Performance and Payment Bonds*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner the performance bond and payment bond (if the Contract requires Contractor to furnish such bonds).
- B. *Evidence of Contractor's Insurance*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each additional insured (as identified in the Contract), the certificates, endorsements, and other evidence of insurance required to be provided by Contractor in accordance with Article 6, except to the extent the Supplementary Conditions expressly establish other dates for delivery of specific insurance policies.
- C. *Evidence of Owner's Insurance*: After receipt of the signed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor, with copies to each additional insured (as identified in the Contract), the certificates and other evidence of insurance required to be provided by Owner under Article 6.

2.02 *Copies of Documents*

- A. Owner shall furnish to Contractor four printed copies of the Contract (including one fully signed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.
- B. Owner shall maintain and safeguard at least one original printed record version of the Contract, including Drawings and Specifications signed and sealed by Engineer and other design professionals. Owner shall make such original printed record version of the Contract available to Contractor for review. Owner may delegate the responsibilities under this provision to Engineer.

2.03 *Before Starting Construction*

- A. *Preliminary Schedules*: Within 10 days after the Effective Date of the Contract (or as otherwise required by the Contract Documents), Contractor shall submit to Engineer for timely review:
 1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract;
 2. a preliminary Schedule of Submittals; and
 3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work

into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.04 *Preconstruction Conference; Designation of Authorized Representatives*

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work, and to discuss the schedules referred to in Paragraph 2.03.A, procedures for handling Shop Drawings, Samples, and other Submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.
- B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.05 *Acceptance of Schedules*

- A. At least 10 days before submission of the first Application for Payment a conference, attended by Contractor, Engineer, and others as appropriate, will be held to review the schedules submitted in accordance with Paragraph 2.03.A. No progress payment will be made to Contractor until acceptable schedules are submitted to Engineer.
 - 1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.
 - 2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.
 - 3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to the component parts of the Work.
 - 4. If a schedule is not acceptable, Contractor will have an additional 10 days to revise and resubmit the schedule.

2.06 *Electronic Transmittals*

- A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may send, and shall accept, Electronic Documents transmitted by Electronic Means.
- B. If the Contract does not establish protocols for Electronic Means, then Owner, Engineer, and Contractor shall jointly develop such protocols.
- C. Subject to any governing protocols for Electronic Means, when transmitting Electronic Documents by Electronic Means, the transmitting party makes no representations as to long-term compatibility, usability, or readability of the Electronic Documents resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the Electronic Documents.

ARTICLE 3-CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 *Intent*

- A. The Contract Documents are complementary; what is required by one Contract Document is as binding as if required by all.
- B. 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.
- C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic versions of the Contract Documents (including any printed copies derived from such electronic versions) and the printed record version, the printed record version will govern.
- D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.
- E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.
- F. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and Contractor, which agree that the Contract Documents will be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- G. Nothing in the Contract Documents creates:
 - 1. any contractual relationship between Owner or Engineer and any Subcontractor, Supplier, or other individual or entity performing or furnishing any of the Work, for the benefit of such Subcontractor, Supplier, or other individual or entity; or
 - 2. any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity, except as may otherwise be required by Laws and Regulations.

3.02 *Reference Standards*

- A. *Standards Specifications, Codes, Laws and Regulations*
 - 1. Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, means the standard specification, manual, reference standard, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.
 - 2. No provision of any such standard specification, manual, reference standard, or code, and no instruction of a Supplier, will be effective to change the duties or responsibilities of Owner, Contractor, or Engineer from those set forth in the part of the Contract Documents prepared by or for Engineer. No such provision or instruction shall be effective to assign to Owner or Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility

inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies*

1. *Contractor's Verification of Figures and Field Measurements:* Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict, error, ambiguity, or discrepancy is resolved by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.
2. *Contractor's Review of Contract Documents:* If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.
3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. *Resolving Discrepancies*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by or for Engineer take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:
 - a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); or
 - b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Requirements of the Contract Documents*

- A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer in writing all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation- RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work.

- B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.
- C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly notify Owner and Contractor in writing that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

3.05 *Reuse of Documents*

- A. Contractor and its Subcontractors and Suppliers shall not:
 - 1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media versions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer; or
 - 2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without Owner's express written consent, or violate any copyrights pertaining to such Contract Documents.
- B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein precludes Contractor from retaining copies of the Contract Documents for record purposes.

ARTICLE 4-COMMENCEMENT AND PROGRESS OF THE WORK

4.01 *Commencement of Contract Times; Notice to Proceed*

- A. The Contract Times will commence to run on the 30th day after the Effective Date of the Contract or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Contract. In no event will the Contract Times commence to run later than the 60th day after the day of Bid opening or the 30th day after the Effective Date of the Contract, whichever date is earlier.

4.02 *Starting the Work*

- A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work may be done at the Site prior to such date.

4.03 *Reference Points*

- A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the

established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument 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 or property monuments by professionally qualified personnel.

4.04 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.
 - 1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.
 - 2. Proposed adjustments in the Progress Schedule that will change the Contract Times must be submitted in accordance with the requirements of Article 11.
- B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work will be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

4.05 *Delays in Contractor's Progress*

- A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times.
- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.
- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Such an adjustment will be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:
 - 1. Severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;
 - 2. Abnormal weather conditions;
 - 3. Acts or failures to act of third-party utility owners or other third-party entities (other than those third-party utility owners or other third-party entities performing other work at or adjacent to the Site as arranged by or under contract with Owner, as contemplated in Article 8); and
 - 4. Acts of war or terrorism.

- D. Contractor's entitlement to an adjustment of Contract Times or Contract Price is limited as follows:
1. Contractor's entitlement to an adjustment of the Contract Times is conditioned on the delay, disruption, or interference adversely affecting an activity on the critical path to completion of the Work, as of the time of the delay, disruption, or interference.
 2. Contractor shall not be entitled to an adjustment in Contract Price for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor. Such a concurrent delay by Contractor shall not preclude an adjustment of Contract Times to which Contractor is otherwise entitled.
 3. Adjustments of Contract Times or Contract Price are subject to the provisions of Article 11.
- E. Each Contractor request or Change Proposal seeking an increase in Contract Times or Contract Price must be supplemented by supporting data that sets forth in detail the following:
1. The circumstances that form the basis for the requested adjustment;
 2. The date upon which each cause of delay, disruption, or interference began to affect the progress of the Work;
 3. The date upon which each cause of delay, disruption, or interference ceased to affect the progress of the Work;
 4. The number of days' increase in Contract Times claimed as a consequence of each such cause of delay, disruption, or interference; and
 5. The impact on Contract Price, in accordance with the provisions of Paragraph 11.07.
- Contractor shall also furnish such additional supporting documentation as Owner or Engineer may require including, where appropriate, a revised progress schedule indicating all the activities affected by the delay, disruption, or interference, and an explanation of the effect of the delay, disruption, or interference on the critical path to completion of the Work.
- F. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5, together with the provisions of Paragraphs 4.05.D and 4.05.E.
- G. Paragraph 8.03 addresses delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.

ARTICLE 5-SITE; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

5.01 *Availability of Lands*

- A. Owner shall furnish the Site. Owner shall notify Contractor in writing of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work.

- B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which permanent improvements are to be made and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.
- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

5.02 *Use of Site and Other Areas*

A. *Limitation on Use of Site and Other Areas*

1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas, or to improvements, structures, utilities, or similar facilities located at such adjacent lands or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.
 2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.13, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or in a court of competent jurisdiction; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.
- B. *Removal of Debris During Performance of the Work:* During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris will conform to applicable Laws and Regulations.
 - C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment

and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

- D. *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 structures or land to stresses or pressures that will endanger them.

5.03 *Subsurface and Physical Conditions*

- A. *Reports and Drawings:* The Supplementary Conditions identify:

1. Those reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data;
2. Those drawings of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data; and
3. Technical Data contained in such reports and drawings.

- B. *Underground Facilities:* Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05, and not in the drawings referred to in Paragraph 5.03.A. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.

- C. *Reliance by Contractor on Technical Data:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b.

- D. *Limitations of Other Data and Documents:* Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto;
2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings;
3. the contents of other Site-related documents made available to Contractor, such as record drawings from other projects at or adjacent to the Site, or Owner's archival documents concerning the Site; or
4. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

5.04 *Differing Subsurface or Physical Conditions*

- A. *Notice by Contractor:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site:
1. is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate;
 2. is of such a nature as to require a change in the Drawings or Specifications;
 3. differs materially from that shown or indicated in the Contract Documents; or
 4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;
- then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.
- B. *Engineer's Review:* After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine whether it is necessary for Owner to obtain additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- C. *Owner's Statement to Contractor Regarding Site Condition:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.
- D. *Early Resumption of Work:* If at any time Engineer determines that Work in connection with the subsurface or physical condition in question may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the condition in question has been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.
- E. *Possible Price and Times Adjustments*
1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in

Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

- a. Such condition must fall within any one or more of the categories described in Paragraph 5.04.A;
 - b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,
 - c. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E.
2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:
 - a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise;
 - b. The existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or
 - c. Contractor failed to give the written notice required by Paragraph 5.04.A.
 3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.
 4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.
- F. *Underground Facilities; Hazardous Environmental Conditions:* Paragraph 5.05 governs rights and responsibilities regarding the presence or location of Underground Facilities. Paragraph 5.06 governs rights and responsibilities regarding Hazardous Environmental Conditions. The provisions of Paragraphs 5.03 and 5.04 are not applicable to the presence or location of Underground Facilities, or to Hazardous Environmental Conditions.

5.05 *Underground Facilities*

- A. *Contractor's Responsibilities:* Unless it is otherwise expressly provided in the Supplementary Conditions, the cost of all of the following are included in the Contract Price, and Contractor shall have full responsibility for:
1. reviewing and checking all information and data regarding existing Underground Facilities at the Site;
 2. complying with applicable state and local utility damage prevention Laws and Regulations;

3. verifying the actual location of those Underground Facilities shown or indicated in the Contract Documents as being within the area affected by the Work, by exposing such Underground Facilities during the course of construction;
 4. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and
 5. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.
- B. *Notice by Contractor:* If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated on the Drawings, or was not shown or indicated on the Drawings with reasonable accuracy, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing regarding such Underground Facility.
- C. *Engineer's Review:* Engineer will:
1. promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated on the Drawings, or was not shown or indicated with reasonable accuracy;
 2. identify and communicate with the owner of the Underground Facility; prepare recommendations to Owner (and if necessary issue any preliminary instructions to Contractor) regarding the Contractor's resumption of Work in connection with the Underground Facility in question;
 3. obtain any pertinent cost or schedule information from Contractor; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and
 4. advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.
- D. *Owner's Statement to Contractor Regarding Underground Facility:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.
- E. *Early Resumption of Work:* If at any time Engineer determines that Work in connection with the Underground Facility may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the Underground Facility in question and conditions affected by its presence have been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.
- F. *Possible Price and Times Adjustments*
1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, to the extent that any existing Underground Facility at the Site that was not shown

or indicated on the Drawings, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

- a. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;
 - b. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E; and
 - c. Contractor gave the notice required in Paragraph 5.05.B.
2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.
 3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.
 4. The information and data shown or indicated on the Drawings with respect to existing Underground Facilities at the Site is based on information and data (a) furnished by the owners of such Underground Facilities, or by others, (b) obtained from available records, or (c) gathered in an investigation conducted in accordance with the current edition of ASCE 38, Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data, by the American Society of Civil Engineers. If such information or data is incorrect or incomplete, Contractor's remedies are limited to those set forth in this Paragraph 5.05.F.

5.06 *Hazardous Environmental Conditions at Site*

A. *Reports and Drawings:* The Supplementary Conditions identify:

1. those reports known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site;
2. drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and
3. Technical Data contained in such reports and drawings.

B. *Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures

- of construction to be employed by Contractor, and safety precautions and programs incident thereto;
2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
 3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.
- C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.
- D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.
- E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.
- F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.
- G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, as a result of such Work stoppage, such special conditions under which Work is agreed to be resumed by Contractor, or any costs or expenses incurred in response to the Hazardous Environmental Condition, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off. Entitlement to any such adjustment is subject to the provisions of Paragraphs 4.05.D, 4.05.E, 11.07, and 11.08.
- H. If, after receipt of such written notice, Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special

conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.

- I. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.1 obligates Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J obligates Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 6-BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

- A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of Contractor's obligations under the Contract. These bonds must remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the terms of a prescribed bond form, the Supplementary Conditions, or other provisions of the Contract.
- B. Contractor shall also furnish such other bonds (if any) as are required by the Supplementary Conditions or other provisions of the Contract.
- C. All bonds must be in the form included in the Bidding Documents or otherwise specified by Owner prior to execution of the Contract, except as provided otherwise by Laws or

Regulations, and must be issued and signed by a surety named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Department Circular 570 (as amended and supplemented) by the Bureau of the Fiscal Service, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority must show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.

- D. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue bonds in the required amounts.
- E. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer in writing and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which must comply with the bond and surety requirements above.
- F. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner's termination rights under Article 16.
- G. Upon request to Owner from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Owner shall provide a copy of the payment bond to such person or entity.
- H. Upon request to Contractor from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Contractor shall provide a copy of the payment bond to such person or entity.

6.02 *Insurance-General Provisions*

- A. Owner and Contractor shall obtain and maintain insurance as required in this article and in the Supplementary Conditions.
- B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized in the state or jurisdiction in which the Project is located to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.
- C. Alternative forms of insurance coverage, including but not limited to self-insurance and "Occupational Accident and Excess Employer's Indemnity Policies," are not sufficient to meet the insurance requirements of this Contract, unless expressly allowed in the Supplementary Conditions.
- D. Contractor shall deliver to Owner, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Contractor has obtained and is maintaining the policies and coverages required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, full disclosure of all relevant exclusions, and evidence of insurance required to be purchased and maintained by

Subcontractors or Suppliers. In any documentation furnished under this provision, Contractor, Subcontractors, and Suppliers may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those applicable to this Contract.

- E. Owner shall deliver to Contractor, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Owner has obtained and is maintaining the policies and coverages required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, and full disclosure of all relevant exclusions. In any documentation furnished under this provision, Owner may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those relevant to this Contract.
- F. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, will not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.
- G. In addition to the liability insurance required to be provided by Contractor, the Owner, at Owner's option, may purchase and maintain Owner's own liability insurance. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.
- H. Contractor shall require:
 - 1. Subcontractors to purchase and maintain worker's compensation, commercial general liability, and other insurance that is appropriate for their participation in the Project, and to name as additional insureds Owner and Engineer (and any other individuals or entities identified in the Supplementary Conditions as additional insureds on Contractor's liability policies) on each Subcontractor's commercial general liability insurance policy; and
 - 2. Suppliers to purchase and maintain insurance that is appropriate for their participation in the Project.
- I. If either party does not purchase or maintain the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.
- J. If Contractor has failed to obtain and maintain required insurance, Contractor's entitlement to enter or remain at the Site will end immediately, and Owner may impose an appropriate set-off against payment for any associated costs (including but not limited to the cost of purchasing necessary insurance coverage), and exercise Owner's termination rights under Article 16.
- K. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect (but is in no way obligated) to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price will be adjusted accordingly.

- L. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests. Contractor is responsible for determining whether such coverage and limits are adequate to protect its interests, and for obtaining and maintaining any additional insurance that Contractor deems necessary.
- M. The insurance and insurance limits required herein will not be deemed as a limitation on Contractor's liability, or that of its Subcontractors or Suppliers, under the indemnities granted to Owner and other individuals and entities in the Contract or otherwise.
- N. All the policies of insurance required to be purchased and maintained under this Contract will contain a provision or endorsement that the coverage afforded will not be canceled, or renewal refused, until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured and Engineer.

6.03 *Contractor's Insurance*

- A. *Required Insurance:* Contractor shall purchase and maintain Worker's Compensation, Commercial General Liability, and other insurance pursuant to the specific requirements of the Supplementary Conditions.
- B. *General Provisions:* The policies of insurance required by this Paragraph 6.03 as supplemented must:
 - 1. include at least the specific coverages required;
 - 2. be written for not less than the limits provided, or those required by Laws or Regulations, whichever is greater;
 - 3. remain in effect at least until the Work is complete (as set forth in Paragraph 15.06.D), and longer if expressly required elsewhere in this Contract, and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract;
 - 4. apply with respect to the performance of the Work, whether such performance is by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable; and
 - 5. include all necessary endorsements to support the stated requirements.
- C. *Additional Insureds:* The Contractor's commercial general liability, automobile liability, employer's liability, umbrella or excess, pollution liability, and unmanned aerial vehicle liability policies, if required by this Contract, must:
 - 1. include and list as additional insureds Owner and Engineer, and any individuals or entities identified as additional insureds in the Supplementary Conditions;
 - 2. include coverage for the respective officers, directors, members, partners, employees, and consultants of all such additional insureds;
 - 3. afford primary coverage to these additional insureds for all claims covered thereby (including as applicable those arising from both ongoing and completed operations);

4. not seek contribution from insurance maintained by the additional insured; and
5. as to commercial general liability insurance, apply to additional insureds with respect to liability caused in whole or in part by Contractor's acts or omissions, or the acts and omissions of those working on Contractor's behalf, in the performance of Contractor's operations.

6.04 *Builder's Risk and Other Property Insurance*

- A. *Builder's Risk*: Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the Work's full insurable replacement cost (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). The specific requirements applicable to the builder's risk insurance are set forth in the Supplementary Conditions.
- B. *Property Insurance for Facilities of Owner Where Work Will Occur*: Owner is responsible for obtaining and maintaining property insurance covering each existing structure, building, or facility in which any part of the Work will occur, or to which any part of the Work will attach or be adjoined. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, providing coverage consistent with that required for the builder's risk insurance, and will be maintained until the Work is complete, as set forth in Paragraph 15.06.D.
- C. *Property Insurance for Substantially Complete Facilities*: Promptly after Substantial Completion, and before actual occupancy or use of the substantially completed Work, Owner will obtain property insurance for such substantially completed Work, and maintain such property insurance at least until the Work is complete, as set forth in Paragraph 15.06.D. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, and provide coverage consistent with that required for the builder's risk insurance. The builder's risk insurance may terminate upon written confirmation of Owner's procurement of such property insurance.
- D. *Partial Occupancy or Use by Owner*: If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide advance notice of such occupancy or use to the builder's risk insurer, and obtain an endorsement consenting to the continuation of coverage prior to commencing such partial occupancy or use.
- E. *Insurance of Other Property; Additional Insurance*: If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, then the entity or individual owning such property item will be responsible for insuring it. If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.04, it may do so at Contractor's expense.

6.05 *Property Losses; Subrogation*

- A. The builder's risk insurance policy purchased and maintained in accordance with Paragraph 6.04 (or an installation floater policy if authorized by the Supplementary Conditions), will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against

Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors.

1. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils, risks, or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all individuals or entities identified in the Supplementary Conditions as builder's risk or installation floater insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused.
 2. None of the above waivers extends to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.
- B. Any property insurance policy maintained by Owner covering any loss, damage, or consequential loss to Owner's existing structures, buildings, or facilities in which any part of the Work will occur, or to which any part of the Work will attach or adjoin; to adjacent structures, buildings, or facilities of Owner; or to part or all of the completed or substantially completed Work, during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06, will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them, and that the insured is allowed to waive the insurer's rights of subrogation in a written contract executed prior to the loss, damage, or consequential loss.
1. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from fire or any of the perils, risks, or causes of loss covered by such policies.
- C. The waivers in this Paragraph 6.05 include the waiver of rights due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other insured peril, risk, or cause of loss.
- D. Contractor shall be responsible for assuring that each Subcontract contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from fire or other peril, risk, or cause of loss covered by builder's risk insurance, installation floater, and any other property insurance applicable to the Work.

6.06 *Receipt and Application of Property Insurance Proceeds*

- A. Any insured loss under the builder's risk and other policies of property insurance required by Paragraph 6.04 will be adjusted and settled with the named insured that purchased the policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.
- B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.04 shall maintain such proceeds in a segregated account, and distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.
- C. If no other special agreement is reached, Contractor shall repair or replace the damaged Work, using allocated insurance proceeds.

ARTICLE 7-CONTRACTOR'S RESPONSIBILITIES

7.01 *Contractor's Means and Methods of Construction*

- A. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.
- B. If the Contract Documents note, or Contractor determines, that professional engineering or other design services are needed to carry out Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures, or for Site safety, then Contractor shall cause such services to be provided by a properly licensed design professional, at Contractor's expense. Such services are not Owner-delegated professional design services under this Contract, and neither Owner nor Engineer has any responsibility with respect to (1) Contractor's determination of the need for such services, (2) the qualifications or licensing of the design professionals retained or employed by Contractor, (3) the performance of such services, or (4) any errors, omissions, or defects in such services.

7.02 *Supervision and Superintendence*

- A. Contractor shall supervise, inspect, 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.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who will not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

7.03 *Labor; Working Hours*

- A. 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 maintain good discipline and order at the Site.

- B. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of Contractor's employees; of Suppliers and Subcontractors, and their employees; and of any other individuals or entities performing or furnishing any of the Work, just as Contractor is responsible for Contractor's own acts and omissions.
- C. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site will be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner's written consent, which will not be unreasonably withheld.

7.04 *Services, Materials, and Equipment*

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, 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 performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.
- B. All materials and equipment incorporated into the Work must be new and of good quality, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications will expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.
- C. All materials and equipment must be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

7.05 *"Or Equals"*

- A. *Contractor's Request; Governing Criteria:* Whenever an item of equipment or material is specified or described in the Contract Documents by using the names of one or more proprietary items or specific Suppliers, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material, or items from other proposed Suppliers, under the circumstances described below.
 - 1. If Engineer in its sole discretion determines that an item of equipment or material proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer will deem it an "or equal" item. For the purposes of this paragraph, a proposed item of equipment or material will be considered functionally equal to an item so named if:
 - a. in the exercise of reasonable judgment Engineer determines that the proposed item:
 - 1) is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

- 2) will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;
 - 3) has a proven record of performance and availability of responsive service; and
 - 4) is not objectionable to Owner.
- b. Contractor certifies that, if the proposed item is approved and incorporated into the Work:
 - 1) there will be no increase in cost to the Owner or increase in Contract Times; and
 - 2) the item will conform substantially to the detailed requirements of the item named in the Contract Documents.
- B. *Contractor's Expense*: Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.
- C. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal," which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.
- D. *Effect of Engineer's Determination*: Neither approval nor denial of an "or-equal" request will result in any change in Contract Price. The Engineer's denial of an "or-equal" request will be final and binding, and may not be reversed through an appeal under any provision of the Contract.
- E. *Treatment as a Substitution Request*: If Engineer determines that an item of equipment or material proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer consider the item a proposed substitute pursuant to Paragraph 7.06.

7.06 *Substitutes*

- A. *Contractor's Request; Governing Criteria*: Unless the specification or description of an item of equipment or material required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material under the circumstances described below. To the extent possible such requests must be made before commencement of related construction at the Site.
 - 1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of equipment or material from anyone other than Contractor.
 - 2. The requirements for review by Engineer will be as set forth in Paragraph 7.06.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.

3. Contractor shall make written application to Engineer for review of a proposed substitute item of equipment or material that Contractor seeks to furnish or use. The application:
 - a. will certify that the proposed substitute item will:
 - 1) perform adequately the functions and achieve the results called for by the general design;
 - 2) be similar in substance to the item specified; and
 - 3) be suited to the same use as the item specified.
 - b. will state:
 - 1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times;
 - 2) whether use of the proposed substitute item 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 other work on the Project) to adapt the design to the proposed substitute item; and
 - 3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.
 - c. will identify:
 - 1) all variations of the proposed substitute item from the item specified; and
 - 2) available engineering, sales, maintenance, repair, and replacement services.
 - d. will contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.
- B. *Engineer's Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.
- C. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- D. *Reimbursement of Engineer's Cost:* Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

- E. *Contractor's Expense:* Contractor shall provide all data in support of any proposed substitute at Contractor's expense.
- F. *Effect of Engineer's Determination:* If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request will be final and binding, and may not be reversed through an appeal under any provision of the Contract. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.06.D, by timely submittal of a Change Proposal.

7.07 *Concerning Subcontractors and Suppliers*

- A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner. The Contractor's retention of a Subcontractor or Supplier for the performance of parts of the Work will not relieve Contractor's obligation to Owner to perform and complete the Work in accordance with the Contract Documents.
- B. Contractor shall retain specific Subcontractors and Suppliers for the performance of designated parts of the Work if required by the Contract to do so.
- C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor or Supplier to furnish or perform any of the Work against which Contractor has reasonable objection.
- D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within 5 days.
- E. Owner may require the replacement of any Subcontractor or Supplier. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors or Suppliers for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor or Supplier so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor or Supplier.
- F. If Owner requires the replacement of any Subcontractor or Supplier retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.
- G. No acceptance by Owner of any such Subcontractor or Supplier, whether initially or as a replacement, will constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.

- H. On a monthly basis, Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.
- I. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors and Suppliers.
- J. The divisions and sections of the Specifications and the identifications of any Drawings do not control Contractor in dividing the Work among Subcontractors or Suppliers, or in delineating the Work to be performed by any specific trade.
- K. All Work performed for Contractor by a Subcontractor or Supplier must be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract for the benefit of Owner and Engineer.
- L. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor for Work performed for Contractor by the Subcontractor or Supplier.
- M. Contractor shall restrict all Subcontractors and Suppliers from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed in this Contract.

7.08 *Patent Fees and Royalties*

- A. 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. If an invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights will be disclosed in the Contract Documents.
- B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.
- C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

7.09 *Permits*

- A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits, licenses, and certificates of occupancy. 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 the submission of Contractor's Bid (or when Contractor became bound under a negotiated contract). Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

7.10 *Taxes*

- A. 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.

7.11 *Laws and Regulations*

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work or other action. It is not Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this does not relieve Contractor of its obligations under Paragraph 3.03.
- C. Owner or Contractor may give written notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such written notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

7.12 *Record Documents*

- A. Contractor shall maintain in a safe place at the Site one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved Shop Drawings. Contractor shall keep such record documents in good order and annotate them to show changes made during construction. These record documents, together with all approved Samples, will be available to Engineer for reference. Upon completion of the Work, Contractor shall deliver these record documents to Engineer.

7.13 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations.
- B. Contractor shall designate a qualified and experienced safety representative whose duties and responsibilities are the prevention of Work-related accidents and the maintenance and supervision of safety precautions and programs.
- C. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
 - 1. all persons on the Site or who may be affected by the Work;
 - 2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 - 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- D. All damage, injury, or loss to any property referred to in Paragraph 7.13.C.2 or 7.13.C.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).
- E. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection.
- F. Contractor shall notify Owner; the owners of adjacent property; the owners of Underground Facilities and other utilities (if the identity of such owners is known to Contractor); and other contractors and utility owners performing work at or adjacent to the Site, in writing, when Contractor knows that prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.
- G. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. Any Owner's safety programs that are applicable to the Work are identified or included in the Supplementary Conditions or Specifications.
- H. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.

- I. Contractor's duties and responsibilities for safety and protection will continue until all the Work is completed, Engineer has issued a written notice to Owner and Contractor in accordance with Paragraph 15.06.C that the Work is acceptable, and Contractor has left the Site (except as otherwise expressly provided in connection with Substantial Completion).
- J. Contractor's duties and responsibilities for safety and protection will resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.14 *Hazard Communication Programs*

- A. Contractor shall be responsible for coordinating any exchange of safety data sheets (formerly known as material safety data sheets) or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

7.15 *Emergencies*

- A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused by an emergency, or are required as a result of Contractor's response to an emergency. If Engineer determines that a change in the Contract Documents is required because of an emergency or Contractor's response, a Work Change Directive or Change Order will be issued.

7.16 *Submittals*

A. *Shop Drawing and Sample Requirements*

- 1. Before submitting a Shop Drawing or Sample, Contractor shall:
 - a. review and coordinate the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
 - b. determine and verify:
 - 1) all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect to the Submittal;
 - 2) the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
 - 3) all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto;
 - c. confirm that the Submittal is complete with respect to all related data included in the Submittal.
- 2. Each Shop Drawing or Sample must bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that Submittal, and that Contractor approves the Submittal.

3. With each Shop Drawing or Sample, Contractor shall give Engineer specific written notice of any variations that the Submittal may have from the requirements of the Contract Documents. This notice must be set forth in a written communication separate from the Submittal; and, in addition, in the case of a Shop Drawing by a specific notation made on the Shop Drawing itself.
- B. *Submittal Procedures for Shop Drawings and Samples:* Contractor shall label and submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals.
1. *Shop Drawings*
 - a. Contractor shall submit the number of copies required in the Specifications.
 - b. Data shown on the Shop Drawings must be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide, and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.C.
 2. *Samples*
 - a. Contractor shall submit the number of Samples required in the Specifications.
 - b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the Submittal for the limited purposes required by Paragraph 7.16.C.
 3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.
- C. *Engineer's Review of Shop Drawings and Samples*
1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the accepted Schedule of Submittals. Engineer's review and approval will be only to determine if the items covered by the Submittals will, after installation or incorporation in the Work, comply with the requirements of the Contract Documents, and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
 2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction, or to safety precautions or programs incident thereto.
 3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
 4. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will

document any such approved variation from the requirements of the Contract Documents in a Field Order or other appropriate Contract modification.

5. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for complying with the requirements of Paragraphs 7.16.A and B.
6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, will not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.
7. Neither Engineer's receipt, review, acceptance, or approval of a Shop Drawing or Sample will result in such item becoming a Contract Document.
8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.C.4.

D. Resubmittal Procedures for Shop Drawings and Samples

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous Submittals.
2. Contractor shall furnish required Shop Drawing and Sample submittals with sufficient information and accuracy to obtain required approval of an item with no more than two resubmittals. Engineer will record Engineer's time for reviewing a third or subsequent resubmittal of a Shop Drawing or Sample, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges.
3. If Contractor requests a change of a previously approved Shop Drawing or Sample, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

E. Submittals Other than Shop Drawings, Samples, and Owner-Delegated Designs

1. The following provisions apply to all Submittals other than Shop Drawings, Samples, and Owner-delegated designs:
 - a. Contractor shall submit all such Submittals to the Engineer in accordance with the Schedule of Submittals and pursuant to the applicable terms of the Contract Documents.
 - b. Engineer will provide timely review of all such Submittals in accordance with the Schedule of Submittals and return such Submittals with a notation of either Accepted or Not Accepted. Any such Submittal that is not returned within the time established in the Schedule of Submittals will be deemed accepted.
 - c. Engineer's review will be only to determine if the Submittal is acceptable under the requirements of the Contract Documents as to general form and content of the Submittal.

- d. If any such Submittal is not accepted, Contractor shall confer with Engineer regarding the reason for the non-acceptance, and resubmit an acceptable document.
- 2. Procedures for the submittal and acceptance of the Progress Schedule, the Schedule of Submittals, and the Schedule of Values are set forth in Paragraphs 2.03, 2.04, and 2.05.
- F. Owner-delegated Designs: Submittals pursuant to Owner-delegated designs are governed by the provisions of Paragraph 7.19.

7.17 Contractor's General Warranty and Guarantee

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer is entitled to rely on Contractor's warranty and guarantee.
- B. Owner's rights under this warranty and guarantee are in addition to, and are not limited by, Owner's rights under the correction period provisions of Paragraph 15.08. The time in which Owner may enforce its warranty and guarantee rights under this Paragraph 7.17 is limited only by applicable Laws and Regulations restricting actions to enforce such rights; provided, however, that after the end of the correction period under Paragraph 15.08:
 - 1. Owner shall give Contractor written notice of any defective Work within 60 days of the discovery that such Work is defective; and
 - 2. Such notice will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the notice.
- C. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
 - 1. abuse, or improper modification, maintenance, or operation, by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
 - 2. normal wear and tear under normal usage.
- D. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents is absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents, a release of Contractor's obligation to perform the Work in accordance with the Contract Documents, or a release of Owner's warranty and guarantee rights under this Paragraph 7.17:
 - 1. Observations by Engineer;
 - 2. Recommendation by Engineer or payment by Owner of any progress or final payment;
 - 3. The issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
 - 4. Use or occupancy of the Work or any part thereof by Owner;
 - 5. Any review and approval of a Shop Drawing or Sample submittal;
 - 6. The issuance of a notice of acceptability by Engineer;
 - 7. The end of the correction period established in Paragraph 15.08;
 - 8. Any inspection, test, or approval by others; or

9. Any correction of defective Work by Owner.
- E. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract will govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

7.18 Indemnification

- A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from losses, damages, costs, and judgments (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising from third-party claims or actions relating to or resulting from the performance or furnishing of the Work, provided that any such claim, action, loss, cost, judgment or damage is attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable.
- B. In any and all claims against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A will not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

7.19 Delegation of Professional Design Services

- A. Owner may require Contractor to provide professional design services for a portion of the Work by express delegation in the Contract Documents. Such delegation will specify the performance and design criteria that such services must satisfy, and the Submittals that Contractor must furnish to Engineer with respect to the Owner-delegated design.
- B. Contractor shall cause such Owner-delegated professional design services to be provided pursuant to the professional standard of care by a properly licensed design professional, whose signature and seal must appear on all drawings, calculations, specifications, certifications, and Submittals prepared by such design professional. Such design professional must issue all certifications of design required by Laws and Regulations.
- C. If a Shop Drawing or other Submittal related to the Owner-delegated design is prepared by Contractor, a Subcontractor, or others for submittal to Engineer, then such Shop Drawing or other Submittal must bear the written approval of Contractor's design professional when submitted by Contractor to Engineer.

- D. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, and approvals performed or provided by the design professionals retained or employed by Contractor under an Owner-delegated design, subject to the professional standard of care and the performance and design criteria stated in the Contract Documents.
- E. Pursuant to this Paragraph 7.19, Engineer's review, approval, and other determinations regarding design drawings, calculations, specifications, certifications, and other Submittals furnished by Contractor pursuant to an Owner-delegated design will be only for the following limited purposes:
 - 1. Checking for conformance with the requirements of this Paragraph 7.19;
 - 2. Confirming that Contractor (through its design professionals) has used the performance and design criteria specified in the Contract Documents; and
 - 3. Establishing that the design furnished by Contractor is consistent with the design concept expressed in the Contract Documents.
- F. Contractor shall not be responsible for the adequacy of performance or design criteria specified by Owner or Engineer.
- G. Contractor is not required to provide professional services in violation of applicable Laws and Regulations.

ARTICLE 8-OTHER WORK AT THE SITE

8.01 *Other Work*

- A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.
- B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any third-party utility work that Owner has arranged to take place at or adjacent to the Site, Owner shall provide such information to Contractor.
- C. Contractor shall afford proper and safe access to the Site to each contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work.
- D. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.

- E. If the proper execution or results of any part of Contractor's Work depends upon work performed by others, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.
- F. The provisions of this article are not applicable to work that is performed by third-party utilities or other third-party entities without a contract with Owner, or that is performed without having been arranged by Owner. If such work occurs, then any related delay, disruption, or interference incurred by Contractor is governed by the provisions of Paragraph 4.05.C.3.

8.02 *Coordination*

- A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be set forth in the Supplementary Conditions or provided to Contractor prior to the start of any such other work:
 - 1. The identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;
 - 2. An itemization of the specific matters to be covered by such authority and responsibility; and
 - 3. The extent of such authority and responsibilities.
- B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

8.03 *Legal Relationships*

- A. If, in the course of performing other work for Owner at or adjacent to the Site, the Owner's employees, any other contractor working for Owner, or any utility owner that Owner has arranged to perform work, causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment will take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract, and any remedies available to Contractor under Laws or Regulations concerning utility action or inaction. When applicable, any such equitable adjustment in Contract Price will be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times or Contract Price is subject to the provisions of Paragraphs 4.05.D and 4.05.E.

- B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.
 - 1. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this Paragraph 8.03.B.
 - 2. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due Contractor.
- C. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

ARTICLE 9-OWNER'S RESPONSIBILITIES

9.01 *Communications to Contractor*

- A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

9.02 *Replacement of Engineer*

- A. Owner may at its discretion appoint an engineer to replace Engineer, provided Contractor makes no reasonable objection to the replacement engineer. The replacement engineer's status under the Contract Documents will be that of the former Engineer.

9.03 *Furnish Data*

- A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

9.04 *Pay When Due*

- A. Owner shall make payments to Contractor when they are due as provided in the Agreement.

9.05 *Lands and Easements; Reports, Tests, and Drawings*

- A. Owner's duties with respect to providing lands and easements are set forth in Paragraph 5.01.
- B. Owner's duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.
- C. Article S refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

9.06 *Insurance*

- A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.

9.07 *Change Orders*

- A. Owner's responsibilities with respect to Change Orders are set forth in Article 11.

9.08 *Inspections, Tests, and Approvals*

- A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.

9.09 *Limitations on Owner's Responsibilities*

- A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

9.10 *Undisclosed Hazardous Environmental Condition*

- A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.

9.11 *Evidence of Financial Arrangements*

- A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract (including obligations under proposed changes in the Work).

9.12 *Safety Programs*

- A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.
- B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

ARTICLE 10-ENGINEER'S STATUS DURING CONSTRUCTION

10.01 *Owner's Representative*

- A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract.

10.02 *Visits to Site*

- A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe, as an experienced and qualified design professional, the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.
- B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 10.07. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

10.0 *Resident Project Representative*

- A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in the Supplementary Conditions and in Paragraph 10.07.
- B. If Owner designates an individual or entity who is not Engineer's consultant, agent, or employee to represent Owner at the Site, then the responsibilities and authority of such individual or entity will be as provided in the Supplementary Conditions.

10.04 *Engineer's Authority*

- A. Engineer has the authority to reject Work in accordance with Article 14.
- B. Engineer's authority as to Submittals is set forth in Paragraph 7.16.
- C. Engineer's authority as to design drawings, calculations, specifications, certifications and other Submittals from Contractor in response to Owner's delegation (if any) to Contractor of professional design services, is set forth in Paragraph 7.19.
- D. Engineer's authority as to changes in the Work is set forth in Article 11.

E. Engineer's authority as to Applications for Payment is set forth in Article 15.

10.05 *Determinations for Unit Price Work*

A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor as set forth in Paragraph 13.03.

10.06 *Decisions on Requirements of Contract Documents and Acceptability of Work*

A. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth herein for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

10.07 *Limitations on Engineer's Authority and Responsibilities*

A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, will create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. Engineer's review of the final Application for Payment and accompanying documentation, and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Contractor under Paragraph 15.06.A, will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.

E. The limitations upon authority and responsibility set forth in this Paragraph 10.07 also apply to the Resident Project Representative, if any.

10.08 *Compliance with Safety Program*

A. While at the Site, Engineer's employees and representatives will comply with the specific applicable requirements of Owner's and Contractor's safety programs of which Engineer has been informed.

ARTICLE 11-CHANGES TO THE CONTRACT

11.01 *Amending and Supplementing the Contract*

- A. The Contract may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.
- B. If an amendment or supplement to the Contract includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order.
- C. All changes to the Contract that involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, must be supported by Engineer's recommendation. Owner and Contractor may amend other terms and conditions of the Contract without the recommendation of the Engineer.

11.02 *Change Orders*

- A. Owner and Contractor shall execute appropriate Change Orders covering:
 - 1. Changes in Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
 - 2. Changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;
 - 3. Changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.05, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters; and
 - 4. Changes that embody the substance of any final and binding results under: Paragraph 11.03.B, resolving the impact of a Work Change Directive; Paragraph 11.09, concerning Change Proposals; Article 12, Claims; Paragraph 13.02.D, final adjustments resulting from allowances; Paragraph 13.03.D, final adjustments relating to determination of quantities for Unit Price Work; and similar provisions.
- B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of Paragraph 11.02.A, it will be deemed to be of full force and effect, as if fully executed.

11.03 *Work Change Directives*

- A. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.07 regarding change of Contract Price.

B. If Owner has issued a Work Change Directive and:

1. Contractor believes that an adjustment in Contract Times or Contract Price is necessary, then Contractor shall submit any Change Proposal seeking such an adjustment no later than 30 days after the completion of the Work set out in the Work Change Directive.
2. Owner believes that an adjustment in Contract Times or Contract Price is necessary, then Owner shall submit any Claim seeking such an adjustment no later than 60 days after issuance of the Work Change Directive.

11.04 *Field Orders*

- A. Engineer may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly.
- B. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

11.05 *Owner-Authorized Changes in the Work*

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work. Changes involving the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters will be supported by Engineer's recommendation.
- B. Such changes in the Work may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work must be performed under the applicable conditions of the Contract Documents.
- C. Nothing in this Paragraph 11.05 obligates Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

11.06 *Unauthorized Changes in the Work*

- A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.C.2.

11.07 *Change of Contract Price*

- A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment of Contract Price must comply with the provisions of Article 12.
- B. An adjustment in the Contract Price will be determined as follows:

1. Where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03);
 2. Where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.07.C.2); or
 3. Where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.07.C).
- C. *Contractor's Fee:* When applicable, the Contractor's fee for overhead and profit will be determined as follows:
1. A mutually acceptable fixed fee; or
 2. If a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
 - a. For costs incurred under Paragraphs 13.01.8.1 and 13.01.8.2, the Contractor's fee will be 15 percent;
 - b. For costs incurred under Paragraph 13.01.B.3, the Contractor's fee will be 5 percent;
 - c. Where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.07.C.2.a and 11.07.C.2.b is that the Contractor's fee will be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.8.1 and 13.01.8.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of 5 percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted Work the maximum total fee to be paid by Owner will be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the Work;
 - d. No fee will be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.8.5, and 13.01.C;
 - e. The amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in Cost of the Work will be the amount of the actual net decrease in Cost of the Work and a deduction of an additional amount equal to 5 percent of such actual net decrease in Cost of the Work; and
 - f. When both additions and credits are involved in any one change or Change Proposal, the adjustment in Contractor's fee will be computed by determining the sum of the costs in each of the cost categories in Paragraph 13.01.8 (specifically, payroll costs, Paragraph 13.01.B.1; incorporated materials and equipment costs, Paragraph 13.01.8.2; Subcontract costs, Paragraph 13.01.B.3; special consultants costs, Paragraph 13.01.8.4; and other costs, Paragraph 13.01.8.5) and applying to each such cost category sum the appropriate fee from Paragraphs 11.07.C.2.a through 11.07.C.2.e, inclusive.

11.08 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment in the Contract Times must comply with the provisions of Article 12.
- B. Delay, disruption, and interference in the Work, and any related changes in Contract Times, are addressed in and governed by Paragraph 4.05.

11.09 *Change Proposals*

- A. *Purpose and Content:* Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; contest an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; challenge a set-off against payment due; or seek other relief under the Contract. The Change Proposal will specify any proposed change in Contract Times or Contract Price, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents. Each Change Proposal will address only one issue, or a set of closely related issues.

- B. *Change Proposal Procedures*

- 1. *Submittal:* Contractor shall submit each Change Proposal to Engineer within 30 days after the start of the event giving rise thereto, or after such initial decision.
- 2. *Supporting Data:* The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal.
 - a. Change Proposals based on or related to delay, interruption, or interference must comply with the provisions of Paragraphs 4.05.D and 4.05.E.
 - b. Change proposals related to a change of Contract Price must include full and detailed accounts of materials incorporated into the Work and labor and equipment used for the subject Work.

The supporting data must be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event.

- 3. *Engineer's Initial Review:* Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal. If in its discretion Engineer concludes that additional supporting data is needed before conducting a full review and making a decision regarding the Change Proposal, then Engineer may request that Contractor submit such additional supporting data by a date specified by Engineer, prior to Engineer beginning its full review of the Change Proposal.
- 4. *Engineer's Full Review and Action on the Change Proposal:* Upon receipt of Contractor's supporting data (including any additional data requested by Engineer), Engineer will conduct a full review of each Change Proposal and, within 30 days after such receipt of the Contractor's supporting data, either approve the Change Proposal in whole, deny it in whole, or approve it in part and deny it in part. Such actions must be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change

Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.

5. *Binding Decision:* Engineer's decision is final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.
- C. *Resolution of Certain Change Proposals:* If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties in writing that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice will be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.
- D. *Post-Completion:* Contractor shall not submit any Change Proposals after Engineer issues a written recommendation of final payment pursuant to Paragraph 15.06.B.

11.10 *Notification to Surety*

- A. If the provisions of any bond require notice to be given to a surety 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 Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

ARTICLE 12-CLAIMS

12.01 *Claims*

- A. *Claims Process:* The following disputes between Owner and Contractor are subject to the Claims process set forth in this article:
 1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;
 2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents;
 3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters; and
 4. Subject to the waiver provisions of Paragraph 15.07, any dispute arising after Engineer has issued a written recommendation of final payment pursuant to Paragraph 15.06.B.
- B. *Submittal of Claim:* The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim rests with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge

and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.

- C. *Review and Resolution:* The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim will be stated in writing and submitted to the other party, with a copy to Engineer.
- D. *Mediation*
 - 1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate will stay the Claim submittal and response process.
 - 2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process will resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim submittal and decision process will resume as of the date of the conclusion of the mediation, as determined by the mediator.
 - 3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.
- E. *Partial Approval:* If the party receiving a Claim approves the Claim in part and denies it in part, such action will be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.
- F. *Denial of Claim:* If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim will be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.
- G. *Final and Binding Results:* If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim will be incorporated in a Change Order or other written document to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

ARTICLE 13-COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

13.01 Cost of the Work

- A. *Purposes for Determination of Cost of the Work:* The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:
 - 1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or

2. When needed to determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.
- B. *Costs Included:* Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work will be in amounts no higher than those commonly incurred in the locality of the Project, will not include any of the costs itemized in Paragraph 13.01.C, and will include only the following items:
1. 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 in advance of the subject Work. Such employees include, without limitation, superintendents, foremen, safety managers, safety representatives, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work will be apportioned on the basis of their time spent on the Work. Payroll costs include, but are not limited to, salaries and wages plus the cost of fringe benefits, which include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, sick leave, and vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, will be included in the above to the extent authorized by Owner.
 2. 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 accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts will accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment will accrue to Owner, and Contractor shall make provisions so that they may be obtained.
 3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, which will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any 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 and fee will be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.
 4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed or retained for services specifically related to the Work.
 5. Other costs consisting of the following:
 - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
 - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, 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.

- 1) In establishing included costs for materials such as scaffolding, plating, or sheeting, consideration will be given to the actual or the estimated life of the material for use on other projects; or rental rates may be established on the basis of purchase or salvage value of such items, whichever is less. Contractor will not be eligible for compensation for such items in an amount that exceeds the purchase cost of such item.

c. *Construction Equipment Rental*

- 1) Rentals of all construction equipment and machinery, and the parts thereof, in accordance with rental agreements approved by Owner as to price (including any surcharge or special rates applicable to overtime use of the construction equipment or machinery), and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs will be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts must cease when the use thereof is no longer necessary for the Work.
 - 2) Costs for equipment and machinery owned by Contractor or a Contractor-related entity will be paid at a rate shown for such equipment in the equipment rental rate book specified in the Supplementary Conditions. An hourly rate will be computed by dividing the monthly rates by 176. These computed rates will include all operating costs.
 - 3) With respect to Work that is the result of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price ("changed Work"), included costs will be based on the time the equipment or machinery is in use on the changed Work and the costs of transportation, loading, unloading, assembly, dismantling, and removal when directly attributable to the changed Work. The cost of any such equipment or machinery, or parts thereof, must cease to accrue when the use thereof is no longer necessary for the changed Work.
- d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
 - e. 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.
 - f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of builder's risk or other property insurance established in accordance with Paragraph 6.04), provided such losses and damages 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 include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses will be included in the Cost of the Work for the purpose of determining Contractor's fee.

- g. The cost of utilities, fuel, and sanitary facilities at the Site.
- h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.
- i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.

C. *Costs Excluded:* The term Cost of the Work does not include any of the following items:

- 1. Payroll costs and other compensation of Contractor's officers, executives, principals, 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 branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.
- 2. The cost of purchasing, renting, or furnishing small tools and hand tools.
- 3. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
- 4. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
- 5. 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.
- 6. Expenses incurred in preparing and advancing Claims.
- 7. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.

D. *Contractor's Fee*

- 1. When the Work as a whole is performed on the basis of cost-plus-a-fee, then:
 - a. Contractor's fee for the Work set forth in the Contract Documents as of the Effective Date of the Contract will be determined as set forth in the Agreement.
 - b. for any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work, Contractor's fee will be determined as follows:
 - 1) When the fee for the Work as a whole is a percentage of the Cost of the Work, the fee will automatically adjust as the Cost of the Work changes.
 - 2) When the fee for the Work as a whole is a fixed fee, the fee for any additions or deletions will be determined in accordance with Paragraph 11.07.C.2.
- 2. When the Work as a whole is performed on the basis of a stipulated sum, or any other basis other than cost-plus-a-fee, then Contractor's fee for any Work covered by a Change

Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work will be determined in accordance with Paragraph 11.07.C.2.

- E. *Documentation and Audit*: Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor and pertinent Subcontractors will establish and maintain records of the costs in accordance with generally accepted accounting practices. Subject to prior written notice, Owner will be afforded reasonable access, during normal business hours, to all Contractor's accounts, records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to the Cost of the Work and Contractor's fee. Contractor shall preserve all such documents for a period of three years after the final payment by Owner. Pertinent Subcontractors will afford such access to Owner, and preserve such documents, to the same extent required of Contractor.

13.02 Allowances

- A. 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 performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.
- B. *Cash Allowances*: Contractor agrees that:
1. the cash 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
 2. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment for any of the foregoing will be valid.
- C. *Owner's Contingency Allowance*: Contractor agrees that an Owner's contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.
- D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor for Work covered by allowances, and the Contract Price will be correspondingly adjusted.

13.03 Unit Price Work

- A. 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 unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.
- B. 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. Payments to Contractor for Unit Price Work will be based on actual quantities.
- C. 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.
- D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision

thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, and the final adjustment of Contract Price will be set forth in a Change Order, subject to the provisions of the following paragraph.

E. Adjustments in Unit Price

1. Contractor or Owner shall be entitled to an adjustment in the unit price with respect to an item of Unit Price Work if:
 - a. the quantity of the item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and
 - b. Contractor's unit costs to perform the item of Unit Price Work have changed materially and significantly as a result of the quantity change.
2. The adjustment in unit price will account for and be coordinated with any related changes in quantities of other items of Work, and in Contractor's costs to perform such other Work, such that the resulting overall change in Contract Price is equitable to Owner and Contractor.
3. Adjusted unit prices will apply to all units of that item.

ARTICLE 14-TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK

14.01 Access to Work

- A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply with such procedures and programs as applicable.

14.02 Tests, Inspections, and Approvals

- A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work will be governed by the provisions of Paragraph 14.05.
- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.

- D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:
1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;
 2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;
 3. by manufacturers of equipment furnished under the Contract Documents;
 4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and
 5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

Such inspections and tests will be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner and Engineer.

- E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.
- F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering will be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to cover the same and Engineer had not acted with reasonable promptness in response to such notice.

14.03 Defective Work

- A. *Contractor's Obligation:* It is Contractor's obligation to assure that the Work is not defective.
- B. *Engineer's Authority:* Engineer has the authority to determine whether Work is defective, and to reject defective Work.
- C. *Notice of Defects:* Prompt written notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.
- D. *Correction, or Removal and Replacement:* Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.
- E. *Preservation of Warranties:* When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.
- F. *Costs and Damages:* In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs,

losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

14.04 *Acceptance of Defective Work*

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so (subject, if such acceptance occurs prior to final payment, to Engineer's confirmation that such acceptance is in general accord with the design intent and applicable engineering principles, and will not endanger public safety). Contractor shall pay all claims, costs, losses, and damages attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness), and for the diminished value of the Work to the extent not otherwise paid by Contractor. If any such acceptance occurs prior to final payment, the necessary revisions in the Contract Documents with respect to the Work will be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against payments due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to Owner.

14.05 *Uncovering Work*

- A. Engineer has the authority to require additional inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.
- B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.
- C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.
 - 1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.
 - 2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

14.06 *Owner May Stop the Work*

- A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then 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 will not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

14.07 Owner May Correct Defective Work

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace defective Work as required by Engineer, then Owner may, after 7 days' written notice to Contractor, correct or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or 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, 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, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.
- C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.
- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

ARTICLE 15-PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

15.01 Progress Payments

- A. *Basis for Progress Payments:* The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments for Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.
- B. *Applications for Payments*
 - 1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents.
 - 2. 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 must also be accompanied by: (a) a bill of sale, invoice, copies of subcontract or purchase order payments, or other documentation

establishing full payment by Contractor for the materials and equipment; (b) at Owner's request, documentation warranting that Owner has received the materials and equipment free and clear of all Liens; and (c) evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

3. Beginning with the second Application for Payment, each Application must include an affidavit of Contractor stating that all previous progress payments received by Contractor have been applied to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
4. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

C. Review of Applications

1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:
 - a. the Work has progressed to the point indicated;
 - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and
 - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
 - a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or
 - b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
 - a. to supervise, direct, or control the Work;
 - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto;
 - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work;
 - d. to make any examination to ascertain how or for what purposes Contractor has used the money paid by Owner; or
 - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.
6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:
 - a. the Work is defective, requiring correction or replacement;
 - b. the Contract Price has been reduced by Change Orders;
 - c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or
 - e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

D. *Payment Becomes Due*

1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor.

E. *Reductions in Payment by Owner*

1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:
 - a. Claims have been made against Owner based on Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages resulting from Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;

- b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;
 - c. Contractor has failed to provide and maintain required bonds or insurance;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;
 - e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;
 - f. The Work is defective, requiring correction or replacement;
 - g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - h. The Contract Price has been reduced by Change Orders;
 - i. An event has occurred that would constitute a default by Contractor and therefore justify a termination for cause;
 - j. Liquidated or other damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;
 - k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens; or
 - l. Other items entitle Owner to a set-off against the amount recommended.
2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed will be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.
 3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld will be treated as an amount due as determined by Paragraph 15.01.D.1 and subject to interest as provided in the Agreement.

15.02 *Contractor's Warranty of Title*

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than 7 days after the time of payment by Owner.

15.03 *Substantial Completion*

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time

submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.

- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which will fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have 7 days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.
- D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.
- E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.
- F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

15.04 *Partial Use or Occupancy*

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without

significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:

1. At any time, Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through 15.03.E for that part of the Work.
2. At any time, Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.04 regarding builder's risk or other property insurance.

15.05 *Final Inspection*

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

15.06 *Final Payment*

A. *Application for Payment*

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents (as provided in Paragraph 7.12), and other documents, Contractor may make application for final payment.
2. The final Application for Payment must be accompanied (except as previously delivered) by:
 - a. all documentation called for in the Contract Documents;
 - b. consent of the surety, if any, to final payment;
 - c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.

- d. a list of all duly pending Change Proposals and Claims; and
 - e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.
- 3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.
- B. *Engineer's Review of Final Application and Recommendation of Payment:* If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within 10 days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the final Application for Payment to Owner for payment. Such recommendation will account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. Otherwise, Engineer will return the Application for Payment 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 for Payment.
- C. *Notice of Acceptability:* In support of its recommendation of payment of the final Application for Payment, Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to stated limitations in the notice and to the provisions of Paragraph 15.07.
- D. *Completion of Work:* The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment and issuance of notice of the acceptability of the Work.
- E. *Final Payment Becomes Due:* Upon receipt from Engineer of the final Application for Payment and accompanying documentation, Owner shall set off against the amount recommended by Engineer for final payment any further sum to which Owner is entitled, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions of this Contract with respect to progress payments. Owner shall pay the resulting balance due to Contractor within 30 days of Owner's receipt of the final Application for Payment from Engineer.

15.07 *Waiver of Claims*

- A. By making final payment, Owner waives its claim or right to liquidated damages or other damages for late completion by Contractor, except as set forth in an outstanding Claim,

appeal under the provisions of Article 17, set-off, or express reservation of rights by Owner. Owner reserves all other claims or rights after final payment.

- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted as a Claim, or appealed under the provisions of Article 17.

15.08 *Correction Period*

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the Supplementary Conditions or the terms of any applicable special guarantee required by the Contract Documents), Owner gives Contractor written notice that any Work has been found to be defective, or that Contractor's repair of any damages to the Site or adjacent areas has been found to be defective, then after receipt of such notice of defect Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
 - 1. correct the defective repairs to the Site or such adjacent areas;
 - 2. correct such defective Work;
 - 3. remove the defective Work from the Project and replace it with Work that is not defective, if the defective Work has been rejected by Owner, and
 - 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting from the corrective measures.
- B. Owner shall give any such notice of defect within 60 days of the discovery that such Work or repairs is defective. If such notice is given within such 60 days but after the end of the correction period, the notice will be deemed a notice of defective Work under Paragraph 7.17.B.
- C. If, after receipt of a notice of defect within 60 days and within the correction period, Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others). Contractor's failure to pay such costs, losses, and damages within 10 days of invoice from Owner will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the failure to pay.
- D. In special circumstances where a particular item of equipment is placed in continuous service before Substantial 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.
- E. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

- F. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph are not to be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

ARTICLE 16-SUSPENSION OF WORK AND TERMINATION

16.01 *Owner May Suspend Work*

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times directly attributable to any such suspension. Any Change Proposal seeking such adjustments must be submitted no later than 30 days after the date fixed for resumption of Work.

16.02 *Owner May Terminate for Cause*

- A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:
1. Contractor's persistent failure 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);
 2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;
 3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or
 4. Contractor's repeated disregard of the authority of Owner or Engineer.
- B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) 10 days' written notice that Owner is considering a declaration that Contractor is in default and termination of the Contract, Owner may proceed to:
1. declare Contractor to be in default, and give Contractor (and any surety) written notice that the Contract is terminated; and
 2. enforce the rights available to Owner under any applicable performance bond.
- C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, 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 complete the Work as Owner may deem expedient.
- D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within 7 days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects,

attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

- F. 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, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.
- G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond will govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

16.03 *Owner May Terminate for Convenience*

- A. Upon 7 days' written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid, for (without duplication of any items):
 - 1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
 - 2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and
 - 3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.
- B. Contractor shall not be paid for any loss of anticipated profits or revenue, post-termination overhead costs, or other economic loss arising out of or resulting from such termination.

16.04 *Contractor May Stop Work or Terminate*

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon 7 days' written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.
- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, 7 days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The

provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

ARTICLE 17-FINAL RESOLUTION OF DISPUTES

17.01 *Methods and Procedures*

- A. *Disputes Subject to Final Resolution:* The following disputed matters are subject to final resolution under the provisions of this article:
 - 1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full, pursuant to Article 12; and
 - 2. Disputes between Owner and Contractor concerning the Work, or obligations under the Contract Documents, that arise after final payment has been made.
- B. *Final Resolution of Disputes:* For any dispute subject to resolution under this article, Owner or Contractor may:
 - 1. elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions;
 - 2. agree with the other party to submit the dispute to another dispute resolution process; or
 - 3. if no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.

ARTICLE 18-MISCELLANEOUS

18.01 *Giving Notice*

- A. Whenever any provision of the Contract requires the giving of written notice to Owner, Engineer, or Contractor, it will be deemed to have been validly given only if delivered:
 - 1. in person, by a commercial courier service or otherwise, to the recipient's place of business;
 - 2. by registered or certified mail, postage prepaid, to the recipient's place of business; or
 - 3. by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line.

18.02 *Computation of Times*

- A. When any period of time is referred to in the Contract 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.

18.03 *Cumulative Remedies*

- A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto 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. 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.

18.04 *Limitation of Damages*

- A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner nor Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

18.05 *No Waiver*

- A. A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Contract.

18.06 *Survival of Obligations*

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination of the Contract or of the services of Contractor.

18.07 *Controlling Law*

- A. This Contract is to be governed by the law of the state in which the Project is located.

18.08 *Assignment of Contract*

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party to this Contract of any rights under or interests in the Contract will be binding on the other party without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract.

18.09 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

18.10 *Headings*

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

SUPPLEMENTARY CONDITIONS OF THE CONSTRUCTION CONTRACT

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SUPPLEMENTARY CONDITIONS OF THE CONSTRUCTION CONTRACT

These Supplementary Conditions amend or supplement EJCDC® C-700, Standard General Conditions of the Construction Contract (2018). The General Conditions remain in full force and effect except as amended.

The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

The address system used in these Supplementary Conditions is the same as the address system used in the General Conditions, with the prefix "SC" added-for example, "Paragraph SC-4.05."

ARTICLE 1-DEFINITIONS AND TERMINOLOGY

No suggested Supplementary Conditions in this Article.

ARTICLE 2-PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

SC-2.01 Not used.

2.02 *Copies of Documents*

SC-2.02 Not used.

2.06 *Electronic Transmittals*

SC-2.06 Not used.

ARTICLE 3-CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 *Intent*

SC-3.01 Not used.

ARTICLE 4-COMMENCEMENT AND PROGRESS OF THE WORK

4.05 *Delays in Contractor's Progress*

SC-4.05 Not used.

ARTICLE 5- SITE, SUBSURFACE AND PHYSICAL CONDITIONS, HAZARDOUS ENVIRONMENTAL CONDITIONS

5.03 *Subsurface and Physical Conditions*

Exhibit C-Geotechnical Baseline Report Supplement to the Supplementary Conditions.

SC-5.03 Not used.

5.06 *Hazardous Environmental Conditions*

SC-5.06 Not used

ARTICLE 6-BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

SC-6.01 Add the following paragraphs immediately after Paragraph 6.01.A:

1. *Required Performance Bond Form:* The performance bond that Contractor furnishes will be in the form of EJCDC® C-610, Performance Bond (2010, 2013, or 2018 edition).
2. *Required Payment Bond Form:* The payment bond that Contractor furnishes will be in the form of EJCDC® C-615, Payment Bond (2010, 2013, or 2018 edition).

SC-6.01 Not used.

6.02 *Insurance-General Provisions*

SC-6.02 Not used.

6.03 *Contractor's Insurance*

SC-6.03 Supplement Paragraph 6.03 with the following provisions after Paragraph 6.03.C:

- D. *Workers' Compensation and Employer's Liability:* Contractor shall purchase and maintain workers' compensation and employer's liability insurance, including, as applicable, United States Longshoreman and Harbor Workers' Compensation Act, Jones Act, stop-gap employer's liability coverage for monopolistic states, and foreign voluntary workers' compensation (from available sources, notwithstanding the jurisdictional requirement of Paragraph 6.02.B of the General Conditions).

Workers' Compensation and Related Policies	Policy limits of not less than:
Workers' Compensation	
State	Statutory
Applicable Federal (e.g., Longshoreman's)	Statutory
Employer's Liability	
Policy limit	\$500,000

- E. *Commercial General liability-Claims Covered:* Contractor shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of Contractor, on an occurrence basis, against claims for:
1. damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees,
 2. damages insured by reasonably available personal injury liability coverage, and
 3. damages because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.

F. *Commercial General Liability-Minimum Policy Limits*

Commercial General Liability	Policy limits of not less than:
General Aggregate	\$2,000,000
Products-Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Bodily Injury and Property Damage-Each Occurrence	\$1,000,000

- G. *Automobile Liability*: Contractor shall purchase and maintain automobile liability insurance for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy must be written on an occurrence basis.

Automobile Liability	Policy limits of not less than:
Bodily Injury	
Each Person	\$1,000,000
Each Accident	\$1,000,000
Property Damage	
Each Accident	\$1,000,000
Combined Single Limit	
Combined Single Limit (Bodily Injury and Property Damage)	\$1,000,000

- H. *Umbrella or Excess Liability*: Contractor shall purchase and maintain umbrella or excess liability insurance written over the underlying employer's liability, commercial general liability, and automobile liability insurance described in the Paragraphs above. The coverage afforded must be at least as broad as that of each and every one of the underlying policies.

Excess or Umbrella Liability	Policy limits of not less than:
Each Occurrence	\$5,000,000
General Aggregate	\$5,000,000

6.04 *Builder's Risk and Other Property Insurance*

SC-6.04 Not used.

ARTICLE 7-CONTRACTOR'S RESPONSIBILITIES

7.03 *Labor; Working Hours*

SC-7.03 Not used.

7.10 *Taxes*

SC-7.10 Not used.

7.13 *Safety and Protection*

SC-7.13 Not used.

ARTICLE 8-OTHER WORK AT SITE

8.02 *Coordination*

SC-8.02 Add the following new Paragraph 8.02.C immediately after Paragraph 8.02.B:

- C. Owner may contract with others for the performance of other work at or adjacent to the Site.
 - 1. The Owner shall have authority and responsibility for coordination of the various contractors and work forces at the Site;
 - 2. The following specific matters are to be covered by such authority and responsibility: Any scope of work and any access to site;
 - 3. The extent of such authority and responsibilities is: As allowed by law.

ARTICLE 9-OWNER'S RESPONSIBILITIES

9.13 *Owner's Site Representative*

SC-9.13 Add the following new paragraph immediately after Paragraph 9.12 of the General Conditions:

9.13 *Owner's Site Representative*

- A. Owner will furnish an "Owner's Site Representative" to represent Owner at the Site and assist Owner in observing the progress and quality of the Work. The Owner's Site Representative is not Engineer's consultant, agent, or employee. Owner's Site Representative will be identified prior to the initiation of construction. The authority and responsibilities of Owner's Site Representative follow: to represent the Owner in observance of the progress and quality of the Work.

ARTICLE 10-ENGINEER'S STATUS DURING CONSTRUCTION

10.03 *Resident Project Representative*

SC-10.03 Add the following new subparagraph immediately after Paragraph 10.03.A:

- 1. On this Project, by agreement with the Owner, the Engineer will not furnish a Resident Project Representative to represent Engineer at the Site or assist Engineer in observing the progress and quality of the Work.

ARTICLE 11-CHANGES TO THE CONTRACT

No modifications.

ARTICLE 12-CLAIMS

No modifications.

ARTICLE 13-COST OF WORK; ALLOWANCES, UNIT PRICE WORK

13.01 *Cost of the Work*

SC-13.01 Supplement Paragraph 13.01.C.2 by adding the following definition of small tools and hand tools:

- a. For purposes of this paragraph, "small tools and hand tools" means any tool or equipment whose current price if it were purchased new at retail would be less than \$500.

13.03 *Unit Price Work*

SC-13.03 Not used.

ARTICLE 14-TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK

No modifications.

ARTICLE 15-PAYMENTS TO CONTRACTOR, SET OFFS; COMPLETIONS; CORRECTION PERIOD

15.01 *Progress Payments*

SC-15.01 Add the following new Paragraph 15.01.F:

- F. For contracts in which the Contract Price is based on the Cost of Work, if Owner determines that progress payments made to date substantially exceed the actual progress of the Work (as measured by reference to the Schedule of Values), or present a potential conflict with the Guaranteed Maximum Price, then Owner may require that Contractor prepare and submit a plan for the remaining anticipated Applications for Payment that will bring payments and progress into closer alignment and take into account the Guaranteed Maximum Price (if any), through reductions in billings, increases in retainage, or other equitable measures. Owner will review the plan, discuss any necessary modifications, and implement the plan as modified for all remaining Applications for Payment.

15.03 *Substantial Completion*

SC-15.03 Add the following new subparagraph to Paragraph 15.03.B:

1. If some or all of the Work has been determined not to be at a point of Substantial Completion and will require re-inspection or re-testing by Engineer, the cost of such re-inspection or re-testing, including the cost of time, travel and living expenses, will be paid by Contractor to Owner. If Contractor does not pay, or the parties are unable to agree as to the amount owed, then Owner may impose a reasonable set-off against payments due under this Article 15.

15.08 *Correction Period*

SC-15.08 Not used.

ARTICLE 16-SUSPENSION OF WORK AND TERMINATION

No modifications.

ARTICLE 17-FINAL RESOLUTIONS OF DISPUTES

17.02 *Arbitration*

SC-17.02 Add the following new paragraph immediately after Paragraph 17.01.

17.02 *Arbitration*

- A. All matters subject to final resolution under this Article will be settled by arbitration administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules (subject to the conditions and limitations of this Paragraph SC-17.02). Any controversy or claim in the amount of \$100,000 or less will be settled in accordance with the American Arbitration Association's supplemental rules for Fixed Time and Cost Construction Arbitration. This agreement to arbitrate will be specifically enforceable under the prevailing law of any court having jurisdiction.
- 8. The demand for arbitration will be filed in writing with the other party to the Contract and with the selected arbitration administrator, and a copy will be sent to Engineer for information. The demand for arbitration will be made within the specific time required in Article 17, or if no specified time is applicable within a reasonable time after the matter in question has arisen, and in no event will any such demand be made after the date when institution of legal or equitable proceedings based on such matter in question would be barred by the applicable statute of limitations.
- C. The arbitrator(s) must be licensed engineers, contractors, attorneys, or construction managers. Hearings will take place pursuant to the standard procedures of the Construction Arbitration Rules that contemplate in-person hearings. The arbitrators will have no authority to award punitive or other damages not measured by the prevailing party's actual damages, except as may be required by statute or the Contract. Any award in an arbitration initiated under this clause will be limited to monetary damages and include no injunction or direction to any party other than the direction to pay a monetary amount.
- D. The Arbitrators will have the authority to allocate the costs of the arbitration process among the parties, but will only have the authority to allocate attorneys' fees if a specific Law or Regulation or this Contract permits them to do so.
- E. The award of the arbitrators must be accompanied by a reasoned written opinion and a concise breakdown of the award. The written opinion will cite the Contract provisions deemed applicable and relied on in making the award.
- F. The parties agree that failure or refusal of a party to pay its required share of the deposits for arbitrator compensation or administrative charges will constitute a waiver by that party to present evidence or cross-examine witness. In such event, the other party shall be

required to present evidence and legal argument as the arbitrator(s) may require for the making of an award. Such waiver will not allow for a default judgment against the non-paying party in the absence of evidence presented as provided for above.

- G. No arbitration arising out of or relating to the Contract will include by consolidation, joinder, or in any other manner any other individual or entity (including Engineer, and Engineer's consultants and the officers, directors, partners, agents, employees or consultants of any of them) who is not a party to this Contract unless:
 - 1. the inclusion of such other individual or entity will allow complete relief to be afforded among those who are already parties to the arbitration;
 - 2. such other individual or entity is substantially involved in a question of law or fact which is common to those who are already parties to the arbitration, and which will arise in such proceedings;
 - 3. such other individual or entity is subject to arbitration under a contract with either Owner or Contractor, or consents to being joined in the arbitration; and
 - 4. the consolidation or joinder is in compliance with the arbitration administrator's procedural rules.
- H. The award will be final. Judgment may be entered upon it in any court having jurisdiction thereof, and it will not be subject to modification or appeal, subject to provisions of the Laws and Regulations relating to vacating or modifying an arbitral award.
- I. Except as may be required by Laws or Regulations, neither party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties, with the exception of any disclosure required by Laws and Regulations or the Contract. To the extent any disclosure is allowed pursuant to the exception, the disclosure must be strictly and narrowly limited to maintain confidentiality to the extent possible.

ARTICLE 18-MISCELLANEOUS

18.08 *Assignment of Contract*

SC-18.08 No modifications.

PART4
TECHNICAL SPECIFICATIONS

SECTION 011000- SUMMARY

PART 1 -GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:

1. Project information.
2. Work covered by Contract Documents.
3. Contractor's use of site and premises.
4. Work restrictions.
5. Specification and Drawing conventions.
6. Miscellaneous provisions.

- B. Related Requirements:

1. Section 015000 "Temporary Facilities and Controls" for limitations and procedures governing temporary use of Owner's facilities.

1.3 DEFINITIONS

- A. Work Package: A group of specifications drawings, and schedules prepared by the design team to describe a portion of the Project Work for pricing, permitting, and construction.

1.4 PROJECT INFORMATION

- A. Project Identification: **FERRY STREET AND POLLARD ROAD SIDEWALK PROJECT**

1. Project Location: Ashland, Kentucky.

- B. Owner: City of Ashland, 1700 Greenup Avenue, Ashland, Kentucky.

1.5 WORK COVERED BY CONTRACT DOCUMENTS

- A. The Work of Project is defined by the Contract Documents and includes, but is not limited to, the following:

1. Construction of sidewalks, curb ramps, driveways, curb and gutter, and other work as indicated on the drawings and specifications.

B. Type of Contract:

1. Project will be constructed under a single prime contract.

1.6 CONTRACTOR'S USE OF SITE AND PREMISES

- A. Unrestricted Use of Site: Contractor shall have full use of Project site for construction operations during construction period. Contractor's use of Project site is limited only by Owner's right to perform work or to retain other contractors on portions of Project.
- B. Limits on Use of Site: Limit use of Project site to **areas within the Contract limits** indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.
1. Driveways, Walkways and Entrances: Keep driveways and entrances serving premises clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or for storage of materials.
 - a. Schedule deliveries to minimize use of driveways and entrances by construction operations.
 - b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.
- C. Condition of Existing Grounds: Maintain portions of existing grounds, landscaping, and hardscaping affected by construction operations throughout construction period. Repair damage caused by construction operations.

1.7 WORK RESTRICTIONS

- A. Comply with restrictions on construction operations.
1. Comply with limitations on use of public streets, work on public streets, rights of way, and other requirements of authorities having jurisdiction.
- B. Noise, Vibration, Dust, and Odors: Coordinate operations that may result in high levels of noise and vibration, dust, odors, or other disruption to Owner occupancy with Owner.

1.8 SPECIFICATION AND DRAWING CONVENTIONS

- A. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
1. Imperative mood and streamlined language are generally used in the Specifications. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon(:) is used within a sentence or phrase.
 2. Specification requirements are to be performed by Contractor unless specifically stated otherwise.

- B. Division 01 General Requirements: Requirements of Sections in Division 01 apply to the Work of all Sections in the Specifications.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 011000

SECTION 012600- CONTRACT MODIFICATION PROCEDURES

PART 1 -GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for handling and processing Contract modifications.

1.3 MINOR CHANGES IN THE WORK

- A. Engineer will issue supplemental instructions authorizing minor changes in the Work, not involving adjustment to the Contract Sum or the Contract Time.

1.4 PROPOSAL REQUESTS

- A. Owner-Initiated Proposal Requests: **Engineer** will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.
 - 1. Work Change Proposal Requests issued by **Engineer** are not instructions either to stop work in progress or to execute the proposed change.
 - 2. Within **10 days** after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.
 - a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
 - b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
 - c. Include costs of labor and supervision directly attributable to the change.
 - d. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
- B. Contractor-Initiated Proposals: If latent or changed conditions require modifications to the Contract, Contractor may initiate a claim by submitting a request for a change to **Engineer**.

1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.
2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
4. Include costs of labor and supervision directly attributable to the change.

1.5 CHANGE ORDER PROCEDURES

- A. On Owner's approval of a Work Change Proposal Request, **Engineer** will issue a Change Order for signatures of Owner and Contractor.

1.6 CONSTRUCTION CHANGE DIRECTIVE

- A. Construction Change Directive: **Engineer** may issue a Construction Change. Construction Change Directive instructs Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.
 1. Construction Change Directive contains a complete description of change in the Work. It also designates method to be followed to determine change in the Contract Sum or the Contract Time.
- B. Documentation: Maintain detailed records on a time and material basis of work required by the Construction Change Directive.
 1. After completion of change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.
- C. Documentation: Maintain detailed records on a time and material basis of work required by the Work Change Directive.
 1. After completion of change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012600

SECTION 012900 - PAYMENT PROCEDURES

PART 1 -GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative and procedural requirements necessary to prepare and process Applications for Payment.
- B. Related Requirements:
 - 1. Section 012600 "Contract Modification Procedures" for administrative procedures for handling changes to the Contract.

1.3 DEFINITIONS

- A. Schedule of Values: A statement furnished by Contractor allocating portions of the Contract Sum to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

1.4 SCHEDULE OF VALUES

- A. Coordination: Coordinate preparation of the schedule of values with preparation of Contractor's construction schedule.
 - 1. Coordinate line items in the schedule of values with items required to be indicated as separate activities in Contractor's construction schedule.
 - 2. Submit the schedule of values to Engineer at earliest possible date, but no later than **seven** days before the date scheduled for submittal of initial Applications for Payment.
- B. Format and Content: Use Project Manual table of contents as a guide to establish line items for the schedule of values. Provide at least one line item for each Specification Section.
 - 1. Identification: Include the following Project identification on the schedule of values:
 - a. Project name and location.
 - b. Owner's name.
 - c. Owner's Project number.
 - d.** Name of Engineer.
 - e. Engineer's Project number.
 - f. Contractor's name and address.

- g. Date of submittal.
- 2. Arrange schedule of values consistent with the Bid Form.
- 3. Arrange the schedule of values in tabular form, with separate columns to indicate the following for each item listed:
 - a. Related Specification Section or division.
 - b. Description of the Work.
 - c. Name of subcontractor.
 - d. Name of manufacturer or fabricator.
 - e. Name of supplier.
 - f. Change Orders (numbers) that affect value.
 - g. Dollar value of the following, as a percentage of the Contract Sum to nearest one-hundredth percent, adjusted to total 100 percent. Round dollar amounts to whole dollars, with total equal to Contract Sum.
- 4. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports.
- 5. Provide a separate line item in the schedule of values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.
 - a. Differentiate between items stored on-site and items stored off-site.

1.5 APPLICATIONS FOR PAYMENT

- A. Each Application for Payment following the initial Application for Payment shall be consistent with previous applications and payments, as certified by Engineer and paid for by Owner.
- B. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. **Engineer** will return incomplete applications without action.
 - 1. Entries shall match data on the schedule of values and Contractor's construction schedule. Use updated schedules if revisions were made.
 - 2. Include amounts for work completed following previous Application for Payment, whether or not payment has been received. Include only amounts for work completed at time of Application for Payment.
 - 3. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.
 - 4. Indicate separate amounts for work being carried out under Owner-requested project acceleration.
- C. Stored Materials: Include in Application for Payment amounts applied for materials or equipment purchased or fabricated and stored, but not yet installed. Differentiate between items stored on-site and items stored off-site.
 - 1. Provide certificate of insurance, evidence of transfer of title to Owner, and consent of surety to payment for stored materials.

1. Provide supporting documentation that verifies amount requested, such as paid invoices. Match amount requested with amounts indicated on documentation; do not include overhead and profit on stored materials.
 2. Provide summary documentation for stored materials indicating the following:
 - a. Value of materials previously stored and remaining stored as of date of previous Applications for Payment.
 - b. Value of previously stored materials put in place after date of previous Application for Payment and on or before date of current Application for Payment.
 - c. Value of materials stored since date of previous Application for Payment and remaining stored as of date of current Application for Payment.
- D. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:
1. List of subcontractors.
 2. Schedule of values.
 3. Contractor's construction schedule (preliminary if not final).
 4. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.
 5. Initial progress report.
 6. Report of preconstruction conference.
 7. Certificates of insurance and insurance policies.
 8. Performance and payment bonds.
- E. Application for Payment at Substantial Completion: After Engineer issues the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.
1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.
 - a. Complete administrative actions, submittals, and Work preceding this application, as described in Section 017700 "Closeout Procedures."
 2. This application shall reflect Certificate(s) of Substantial Completion issued previously for Owner occupancy of designated portions of the Work.
- F. Final Payment Application: After completing Project closeout requirements, submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:
1. Evidence of completion of Project closeout requirements.
 2. Certification of completion of final punch list items.
 3. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
 4. Updated final statement, accounting for final changes to the Contract Sum.
 5. Evidence that claims have been settled.
 6. Final meter readings for utilities, a measured record of stored fuel, and similar data as of date of Substantial Completion or when Owner took possession of and assumed responsibility for corresponding elements of the Work.

7. Final liquidated damages settlement statement.
8. Proof that taxes, fees, and similar obligations are paid.
9. Waivers and releases.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012900

SECTION 013100- PROJECT MANAGEMENT AND COORDINATION

PART 1 -GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative provisions for coordinating construction operations on Project, including, but not limited to, the following:
 - 1. General coordination procedures.
 - 2. Coordination drawings.
 - 3. RFIs.
 - 4. Project meetings.
- B. Related Requirements:
 - 1. Section 013200 "Construction Progress Documentation" for preparing and submitting Contractor's construction schedule.
 - 2. Section 017300 "Execution" for procedures for coordinating general installation and field-engineering services, including establishment of benchmarks and control points.
 - 3. Section 017700 "Closeout Procedures" for coordinating closeout of the Contract.

1.3 DEFINITIONS

- A. RFI: Request for Information. Request from Owner, Engineer, or Contractor seeking information required by or clarifications of the Contract Documents.

1.4 INFORMATIONAL SUBMITTALS

- A. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design. Include the following information in tabular form:
 - 1. Name, address, telephone number, and email address of entity performing subcontract or supplying products.
 - 2. Number and title of related Specification Section(s) covered by subcontract.
 - 3. Drawing number and detail references, as appropriate, covered by subcontract.
- B. Key Personnel Names: Within 7 days of starting construction operations, submit a list of key personnel assignments, including superintendent and other personnel in attendance at Project site. Identify individuals and their duties and responsibilities; list addresses, cellular telephone

numbers, and e-mail addresses. Provide names, addresses, and telephone numbers of individuals assigned as alternates in the absence of individuals assigned to Project.

1.5 GENERAL COORDINATION PROCEDURES

- A. Coordination: Coordinate construction operations included in different Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations included in different Sections that depend on each other for proper installation, connection, and operation.
 - I. Schedule construction operations in sequence required to obtain the best results, where installation of one part of the Work depends on installation of other components, before or after its own installation.
 - 2. Coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair.
 - 3. Make adequate provisions to accommodate items scheduled for later installation.
- B. Prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.
 - I. Prepare similar memoranda for Owner and separate contractors if coordination of their Work is required.
- C. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
 - I. Preparation of Contractor's construction schedule.
 - 2. Preparation of the schedule of values.
 - 3. Installation and removal of temporary facilities and controls.
 - 4. Delivery and processing of submittals.
 - 5. Progress meetings.
 - 6. Preinstallation conferences.
 - 7. Project closeout activities.
 - 8. Startup and adjustment of systems.

1.6 REQUEST FOR INFORMATION (RPI)

- A. General: Immediately on discovery of the need for additional information, clarification, or interpretation of the Contract Documents, Contractor shall prepare and submit an RPI in the form specified.
 - 1. Engineer will return without response those RPis submitted to Engineer by other entities controlled by Contractor.
 - 2. Coordinate and submit RPis in a prompt manner to avoid delays in Contractor's work or work of subcontractors.

- B. Content of the RFI: Include a detailed, legible description of item needing information or interpretation and the following:
1. Project name.
 2. Owner name.
 3. Owner's Project number.
 4. Name of Engineer.
 5. Engineer's Project number.
 6. Date.
 7. Name of Contractor.
 8. RFI number, numbered sequentially.
 9. RFI subject.
 10. Specification Section number and title and related paragraphs, as appropriate.
 11. Drawing number and detail references, as appropriate.
 12. Field dimensions and conditions, as appropriate.
 13. Contractor's suggested resolution. If Contractor's suggested resolution impacts the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
 14. Contractor's signature.
 15. Attachments: Include sketches, descriptions, measurements, photos, Product Data, Shop Drawings, coordination drawings, and other information necessary to fully describe items needing interpretation.
 - a. Include dimensions, thicknesses, structural grid references, and details of affected materials, assemblies, and attachments on attached sketches.
- C. Engineer's Action: Engineer will review each RFI, determine action required, and respond. Allow **seven** days for Engineer's response for each RFI. RFIs received by Engineer after 1:00 p.m. will be considered as received the following working day.
1. The following Contractor-generated RFIs will be returned without action:
 - a. Requests for approval of submittals.
 - b. Requests for approval of substitutions.
 - c. Requests for approval of Contractor's means and methods.
 - d. Requests for coordination information already indicated in the Contract Documents.
 - e. Requests for adjustments in the Contract Time or the Contract Sum.
 - f. Requests for interpretation of Engineer's actions on submittals.
 - g. Incomplete RFIs or inaccurately prepared RFIs.
 2. Engineer's action may include a request for additional information, in which case Engineer's time for response will date from time of receipt by Engineer of additional information.
 3. Engineer's action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit Change Proposal according to Section 012600 "Contract Modification Procedures."
 - a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Engineer in writing within 5 days of receipt of the RFI response.

- D. RFI Log: Prepare, maintain, and submit a tabular log of RFIs organized by the RPI number.
- E. On receipt of Engineer's action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Engineer within **seven** days if Contractor disagrees with response.

1.7 PROJECT MEETINGS

- A. General: Schedule and conduct meetings and conferences at Project site unless otherwise indicated.
 - I. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting.
 - 2. Agenda: Prepare the meeting agenda. Distribute the agenda to all invited attendees.
 - 3. Minutes: Entity responsible for conducting meeting will record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, including Owner and Architect.
- B. Preconstruction Conference: **Engineer will schedule and conduct** a preconstruction conference before starting construction, at a time convenient to Owner and.
 - I. Attendees: Authorized representatives of Engineer, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the conference. Participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
 - 2. Agenda: Discuss items of significance that could affect progress, including the following:
 - a. Responsibilities and personnel assignments.
 - b. Tentative construction schedule.
 - c. Phasing.
 - d. Critical work sequencing and long lead items.
 - e. Designation of key personnel and their duties.
 - f. Lines of communications.
 - g. Procedures for processing field decisions and Change Orders.
 - h. Procedures for RFIs.
 - i. Procedures for testing and inspecting.
 - J. Procedures for processing Applications for Payment.
 - k. Distribution of the Contract Documents.
 - 1. Submittal procedures.
 - m. Preparation of Record Documents.
 - n. Use of the premises.
 - o. Work restrictions.
 - p. Working hours.
 - q. Owner's occupancy requirements.
 - r. Responsibility for temporary facilities and controls.
 - s. Parking availability.
 - t. Office, work, and storage areas.
 - u. Equipment deliveries and priorities.
 - v. Security.
 - w. Progress cleaning.

3. Minutes: Entity responsible for conducting meeting will record and distribute meeting minutes.
- C. Progress Meetings: **Conduct** progress meetings at **monthly intervals, or more frequently as construction progress dictates**.
1. Coordinate dates of meetings with preparation of payment requests.
 2. Attendees: In addition to representatives of Owner and Engineer, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination or performance of future activities shall be represented at these meetings. All participants at the meeting shall be familiar with Project and authorized to conclude matters relating to the Work.
 3. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
 - a. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's construction schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
 - I) Review schedule for next period.
 - b. Review present and future needs of each entity present, including the following:
 - 1) Interface requirements.
 - 2) Sequence of operations.
 - 3) Status of submittals.
 - 4) Deliveries.
 - 5) Off-site fabrication.
 - 6) Access.
 - 7) Site use.
 - 8) Temporary facilities and controls.
 - 9) Progress cleaning.
 - 10) Quality and work standards.
 - 11) Status of correction of deficient items.
 - 12) Field observations.
 - 13) Status of RFIs.
 - 14) Status of Proposal Requests.
 - 15) Pending changes.
 - 16) Status of Change Orders.
 - 17) Pending claims and disputes.
 - 18) Documentation of information for payment requests.
 4. Minutes: Entity responsible for conducting the meeting will record and distribute the meeting minutes to each party present and to parties requiring information.

- a. Schedule Updating: Revise Contractor's construction schedule after each progress meeting, where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting.

PART 2 - PRODUCTS (Not Used)

PART 3 -EXECUTION (Not Used)

END OF SECTION 013100

SECTION 013216- PROGRESS SCHEDULES

PART 1 -GENERAL

1.1 DESCRIPTION OF REQUIREMENTS

A. Scheduling Responsibilities:

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

B. Construction Hours:

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

C. Progress of the Work:

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

the critical path in the accepted schedule. If the Contractor should fail to submit a written statement of the steps he intends to take or should fail to take such steps as required by the Contract, the Owner may direct the level of effort in manpower (trades), equipment, and work schedule (overtime, weekend and holiday work, etc.), to be employed by the Contractor in order to remove or arrest the delay to the critical path in the accepted schedule, and Contractor shall promptly provide such level of effort at no additional cost to the Owner.

1.2 CONSTRUCTION SCHEDULE

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

1.3 SUBMITTAL SCHEDULE

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

1.4 SCHEDULE UPDATES

- A. Monthly Meetings:
 - 1. A monthly Schedule Update Meeting will be held in conjunction with the applicable progress meeting at the construction site to review and update the Schedule. The Schedule Update Meetings will be chaired by the Owner or the Owner's representative and attended by the Contractor and the Engineer. Actual progress of the previous month will be recorded and future activities will be reviewed. The duration of activities and their logical connections may be revised as needed. Decisions made at these meetings and agreed to by all parties are binding with the exception that no contractual completion dates will be modified without formal written requests and acceptance as specified herein.

B. Revisions to Schedule:

1. The Schedule shall be formally revised if any of the following conditions are encountered:
 - a. When a delay in completion of any work item or sequence of work items results in an indicated extension of the project completion.
 - b. When delays in submittals or deliveries or work stoppages are encountered which make replanning or rescheduling of the work necessary.
 - c. When the schedule does not represent the actual prosecution and progress of the project.

1.5 CONTRACT COMPLETION TIME

A. Causes for Extensions:

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

B. Requests for Time Extension:

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

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 013216

SECTION 013300- SUBMITTAL PROCEDURES

PART 1 -GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
 - 1. Submittal schedule requirements.
 - 2. Administrative and procedural requirements for submittals.

1.3 DEFINITIONS

- A. Action Submittals: Written and graphic information and physical samples that require Engineer's responsive action. Action submittals are those submittals indicated in individual Specification Sections as "action submittals."
- B. Informational Submittals: Written and graphic information and physical samples that do not require Engineer's responsive action. Submittals may be rejected for not complying with requirements. Informational submittals are those submittals indicated in individual Specification Sections as "informational submittals."

1.4 SUBMITTAL FORMATS

- A. Submittal Information: Include the following information in each submittal:
 - 1. Project name.
 - 2. Date.
 - 3. Name of Engineer.
 - 4. Name of Contractor.
 - 5. Name of firm or entity that prepared submittal.
 - 6. Names of subcontractor, manufacturer, and supplier.
 - 7. Unique submittal number, including revision identifier. Include Specification Section number with sequential alphanumeric identifier and alphanumeric suffix for resubmittals.
 - 8. Category and type of submittal.
 - 9. Submittal purpose and description.
 - 10. Number and title of Specification Section, with paragraph number and generic name for each of multiple items.
 - 11. Drawing number and detail references, as appropriate.
 - 12. Indication of full or partial submittal.
 - 13. Location(s) where product is to be installed, as appropriate.

14. Other necessary identification.
 15. Remarks.
 16. Signature of transmitter.
- B. Options: Identify options requiring selection by Engineer.
- C. Deviations and Additional Information: On each submittal, clearly indicate deviations from requirements in the Contract Documents, including minor variations and limitations; include relevant additional information and revisions, other than those requested by Engineer on previous submittals. Indicate by highlighting on each submittal or noting on attached separate sheet.
- D. Electronic Submittals: Prepare submittals as PDF package, incorporating complete information into each PDF file. Name PDF file with submittal number.

1.5 SUBMITTAL PROCEDURES

- A. Prepare and submit submittals required by individual Specification Sections. Types of submittals are indicated in individual Specification Sections.
1. Email: Prepare submittals as PDF package and transmit to Engineer by sending via email. Include PDF transmittal form. Include information in email subject line as requested by Engineer.
 - a. Engineer will return annotated file. Annotate and retain one copy of file as a digital Project Record Document file.
- B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
 2. Submit all submittal items required for each Specification Section concurrently unless partial submittals for portions of the Work are indicated on approved submittal schedule.
 3. Submit action submittals and informational submittals required by the same Specification Section as separate packages under separate transmittals.
 4. Coordinate transmittal of submittals for related parts of the Work specified in different Sections, so processing will not be delayed because of need to review submittals concurrently for coordination.
 - a. Engineer reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
- C. Processing Time: Allow time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Engineer's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.

1. Initial Review: Allow 15 days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Engineer will advise Contractor when a submittal being processed must be delayed for coordination.
 2. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.
 3. Resubmittal Review: Allow 15 days for review of each resubmittal.
- D. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.
1. Note date and content of previous submittal.
 2. Note date and content of revision in label or title block, and clearly indicate extent of revision.
 3. Resubmit submittals until they are marked with approval notation from Engineer's action stamp.
- E. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.
- F. Use for Construction: Retain complete copies of submittals on Project site. Use only final action submittals that are marked with approval notation from Engineer's action stamp.

1.6 SUBMITTAL REQUIREMENTS

- A. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
1. If information must be specially prepared for submittal because standard published data are unsuitable for use, submit as Shop Drawings, not as Product Data.
 2. Mark each copy of each submittal to show which products and options are applicable.
 3. Include the following information, as applicable:
 - a. Manufacturer's catalog cuts.
 - b. Manufacturer's product specifications.
 - c. Standard color charts.
 - d. Statement of compliance with specified referenced standards.
 - e. Testing by recognized testing agency.
 - f. Application of testing agency labels and seals.
 - g. Notation of coordination requirements.
 - h. Availability and delivery time information.
 4. For equipment, include the following in addition to the above, as applicable:
 - a. Wiring diagrams that show factory-installed wiring.
 - b. Printed performance curves.
 - c. Operational range diagrams.
 - d. Clearances required to other construction, if not indicated on accompanying Shop Drawings.
 5. Submit Product Data before Shop Drawings, and before or concurrently with Samples.

- B. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data.
1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
 - a. Identification of products.
 - b. Schedules.
 - c. Compliance with specified standards.
 - d. Notation of coordination requirements.
 - e. Notation of dimensions established by field measurement.
 - f. Relationship and attachment to adjoining construction clearly indicated.
 - g. Seal and signature of professional engineer if specified.
- C. Samples: Submit Samples for review of type, color, pattern, and texture for a check of these characteristics with other materials.
1. Transmit Samples that contain multiple, related components, such as accessories together in one submittal package.
 2. Identification: Permanently attach label on unexposed side of Samples that includes the following:
 - a. Project name and submittal number.
 - b., Generic description of Sample.
 - c. Product name and name of manufacturer.
 - d. Sample source.
 - e. Number and title of applicable Specification Section.
 - f. Specification paragraph number and generic name of each item.
 3. Email Transmittal: Provide PDF transmittal. Include digital image file illustrating Sample characteristics and identification information for record.
 4. Disposition: Maintain sets of approved Samples at Project site, available for quality- control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.
 - a. Samples that may be incorporated into the Work are indicated in individual Specification Sections. Such Samples must be in an undamaged condition at time of use.
 - b. Samples not incorporated into the Work, or otherwise designated as Owner's property, are the property of Contractor.
 5. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units, showing the full range of colors, textures, and patterns available.
 - a. Number of Samples: Submit one full set(s) of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Engineer will return submittal with options selected.
- D. Product Schedule: As required in individual Specification Sections, prepare a written summary indicating types of products required for the Work and their intended location. Include the following information in tabular form:

1. Type of product. Include unique identifier for each product indicated in the Contract Documents or assigned by Contractor if none is indicated.
 2. Manufacturer and product name, and model number if applicable.
 3. Number and name of room or space.
 4. Location within room or space.
- E. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, contact information of Engineers and owners, and other information specified.
- F. Design Data: Prepare and submit written and graphic information indicating compliance with indicated performance and design criteria in individual Specification Sections. Include list of assumptions and summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Number each page of submittal.
- G. Certificates:
1. Certificates and Certifications Submittals: Submit a statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity. Provide a notarized signature where indicated.
 2. Installer Certificates: Submit written statements on manufacturer's letterhead, certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.
 3. Manufacturer Certificates: Submit written statements on manufacturer's letterhead, certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.
 4. Material Certificates: Submit written statements on manufacturer's letterhead, certifying that material complies with requirements in the Contract Documents.
 5. Product Certificates: Submit written statements on manufacturer's letterhead, certifying that product complies with requirements in the Contract Documents.
 6. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of **AWS B2.1/B2.1M** on AWS forms. Include names of firms and personnel certified.
- H. Test and Research Reports:
1. Compatibility Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for substrate preparation and primers required.
 2. Field Test Reports: Submit written reports indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.
 3. Material Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.
 4. Preconstruction Test Reports: Submit reports written by a qualified testing agency on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements in the Contract Documents.

5. Product Test Reports: Submit written reports indicating that current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.
6. Research Reports: Submit written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project. Include the following information:
 - a. Name of evaluation organization.
 - b. Date of evaluation.
 - c. Time period when report is in effect.
 - d. Product and manufacturers' names.
 - e. Description of product.
 - f. Test procedures and results.
 - g. Limitations of use.

1.7 DELEGATED-DESIGN SERVICES

- A. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.
 1. If criteria indicated are insufficient to perform services or certification required, submit a written request for additional information to Engineer.
- B. Delegated-Design Services Certification: In addition to Shop Drawings, Product Data, and other required submittals, submit paper copies of certificate, signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional.
 1. Indicate that products and systems comply with performance and design criteria in the Contract Documents. Include list of codes, loads, and other factors used in performing these services.
- C. Action Submittals and Informational Submittals: Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Engineer.
- D. Contractor's Approval: Indicate Contractor's approval for each submittal with a uniform approval stamp. Include name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.
 1. Engineer will not review submittals received from Contractor that do not have Contractor's review and approval.

1.8 ENGINEER'S REVIEW

- A. Action Submittals: Engineer will review each submittal, indicate corrections or revisions required, and return.
 - 1. PDF Submittals: Engineer will indicate, via markup on each submittal, the appropriate action.
- B. Informational Submittals: Engineer will review each submittal and will not return it, or will return it if it does not comply with requirements. Engineer will forward each submittal to appropriate party.
- C. Partial submittals prepared for a portion of the Work will be reviewed when use of partial submittals has received prior approval from Engineer.
- D. Incomplete submittals are unacceptable, will be considered nonresponsive, and will be returned for resubmittal without review.
- E. Engineer will discard submittals received from sources other than Contractor.
- F. Submittals not required by the Contract Documents will be returned by Engineer without action.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 013300

SECTION 014216- DEFINITIONS AND STANDARDS

PART I -GENERAL

1.1 DESCRIPTION OF REQUIREMENTS

- A. This section specifies procedural and administrative requirements for compliance with governing regulations and codes and standards imposed upon the Work. These requirements include obtaining permits, licenses, inspections, releases and similar documentation as well as payments, statements and similar requirements associated with regulations, codes and standards.
- B. The term, "Regulations", is defined to include laws, statutes, ordinances and lawful orders issued by governing authorities, as well as those rules, conventions and agreements within the construction industry which effectively control the performance of the Work regardless of whether they are lawfully imposed by governing authority or not.

1.2 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division-01 Specification Sections, apply to Work of this Section.

1.3 DEFINITIONS

A substantial amount of specification language consists of definitions of terms found in other Contract Documents, including Drawings. (Drawings are recognized as being diagrammatic in nature and not completely descriptive of the requirements indicated thereon). Certain terms used in Contract Documents are defined in this article. Definitions and explanations contained in this section are not necessarily either complete or exclusive, but are general for the Work to the extent that they are not stated more explicitly in another element of the Contract Documents.

The provisions or requirements of other Division-01 sections apply to entire Work of the Contract and, where so indicated, to other elements which are included in the Project.

- A. Indicated: The term, "indicated", is a cross-reference to graphic representations, notes or schedules on the Drawings, to other paragraphs or schedules in the Specifications, and to similar means of recording requirements in Contract Documents. Where terms such as "shown", "noted", "scheduled", and "specified" are used in lieu of "indicated", it is for the purpose of helping the reader locate the cross-reference, and no limitation of location is intended except as specifically noted.
- B. Directed, Requested, Etc.: Where not otherwise explained, terms such as "directed", "requested", "authorized", "selected", "approved", "required", "accepted" and "permitted" mean "directed by the Architect/ Engineer", "requested by the Architect/ Engineer", and similar phrases. However, no such implied meaning will be interpreted to extend the Architect's/Engineer's responsibility into the Contractor's area of construction supervision.

- C. Approve: Where used in conjunction with the Architect's/Engineer's response to submittals, requests, applications, inquiries, reports and claims by the Contractor, the meaning of the term "approved" will be held to limitations of the Architect's/Engineer's responsibilities and duties as specified in General and Supplementary Conditions. In no case will the Architect/Engineer's approval be interpreted as a release of the Contractor from responsibilities to fulfill requirements of Contract Documents.
- D. Project Site: The term, "project site", is defined as the space available to the Contractor for performance of the Work, either exclusively or in conjunction with others performing other work as part of the Project. The extent of the Project site is shown on the Drawings, and may or may not be identical with the description of the land upon which the Project is to be built.
- E. Furnish: Except as otherwise defined in greater detail, the term "furnish" is used to mean "supply and deliver to the project site, ready for unloading, unpacking, assembly, installation, and similar operations" as applicable in each instance.
- F. Install: Except as otherwise defined in greater detail, the term "install" is used to describe operations at project site including the actual "unloading, unpacking, assembly erection placing, anchoring, applying, working to dimension, finishing, curing protecting, cleaning and similar operations", as applicable in each instance.
- G. Provide: Except as otherwise defined in greater detail, the term "provide" means "to furnish and install, complete and ready for intended use", as applicable in each instance.
- H. Installer: The term "installer" is defined as "the entity" (person or firm) engaged by the Contractor, its subcontractor or sub-subcontractor for performance of a particular unit of work at the project site, including installation, erection, application and similar required operations. It is a requirement that installers are experienced in the operations they are engaged to perform.
- I. Testing Laboratories: The term "testing laboratory" is defined as an independent entity engaged to perform specific inspections or tests of the Work, either at the project site or elsewhere, and to report, and (if required) interpret results of those inspections or tests.

1.4 INDUSTRY STANDARDS

- A. Applicability of Standards: Except where more explicit or more stringent requirements are written into the Contract Documents, applicable construction industry standards have the same force and effect as if bound into or copied directly into the Contract Documents. Such industry standards are made a part of the Contract Documents by reference. Individual specification sections indicate which codes and standards the Contractor must keep available at the project site for reference.
 - 1. Referenced standards (standards referenced directly in the Contract Documents) take precedence over non-referenced standards that are recognized in the industry for applicability to the Work.
 - 2. Non-referenced standards are defined as not being applicable to the Work, except as a general requirement of whether the Work complies with recognized construction industry standards.

- B. Publication Dates: Except as otherwise indicated, where compliance with an industry standard is required, comply with standard in effect as of date of Contract Documents.
- C. Conflicting Requirements: Where compliance with two (2) or more standards is specified, and where these standards establish different or conflicting requirements for minimum quantities or quality levels, the most stringent requirement will be enforced, unless the Contract Documents specifically indicate a less stringent requirement. Refer requirements that are different, but apparently equal, and uncertainties as to which quality level is more stringent to the Architect/Engineer for a decision before proceeding.
 - 1. Minimum Quantities or Quality Levels: In every instance the quantity or quality level shown or specified is intended to be the minimum for the work to be provided or performed. Unless otherwise indicated, the actual work may either comply exactly, within specified tolerances, with the minimum quantity or quality specified, or may exceed that minimum within reasonable limits. In complying with these requirements, the indicated numeric values are either minimum or maximum values, as notes, or as appropriate for the context of the requirements. Refer instances of uncertainty to the Architect/Engineer for decision before proceeding.
- D. Copies of Standards: The Contract Documents require that each entity performing work be experienced in that part of the Work being performed. Each entity is also required to be familiar with industry standards applicable to that part of the work. Copies of applicable standards are not bound with the Contract Documents.
 - 1. Where copies of standards are needed for proper performance of the Work, the Contractor is required to obtain such copies directly from the publication source.
 - 2. Although certain copies of standards needed for enforcement of the requirements may be required submittals, the Architect/ Engineer reserves the right to require the Contractor to submit additional copies of these standards as necessary for enforcement of the requirements.

1.5 SUBMITTALS

- A. Permits, Licenses, and Certificates: For the Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, and similar documents, correspondence and records established in conjunction with compliance with standards and regulations bearing upon performance of the work.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 014216

SECTION 015000-TEMPORARY FACILITIES AND CONTROLS

PART 1 -GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes requirements for temporary utilities, support facilities, and security and protection facilities.

1.3 USE CHARGES

- A. Installation, removal, and use charges for temporary facilities shall be included in the Contract Sum unless otherwise indicated. Allow other entities engaged in the Project to use temporary services and facilities without cost, including, but not limited to Engineer, testing agencies, and authorities having jurisdiction.
- B. Electric Power Service: Pay electric-power-service use charges for electricity used by all entities for construction operations.

1.4 INFORMATIONAL SUBMITTALS

- A. Site Utilization Plan: Show temporary facilities, temporary utility lines and connections, staging areas, construction site entrances, vehicle circulation, and parking areas for construction personnel.
- B. Project Identification and Temporary Signs: Show fabrication and installation details, including plans, elevations, details, layouts, typestyles, graphic elements, and message content.
 - 1. Locations of dust-control partitions at each phase of work.
 - 2. HYAC system isolation schematic drawing.
 - 3. Location of proposed air-filtration system discharge.
 - 4. Waste-handling procedures.
 - 5. Other dust-control measures.
- C. Noise and Vibration Control Plan: Identify construction activities that may impact the occupancy and use of existing spaces within the building or adjacent existing buildings, whether occupied by others, or occupied by the Owner. Include the following:
 - 1. Methods used to meet the goals and requirements of the Owner.
 - 2. Concrete cutting method(s) to be used.
 - 3. Location of construction devices on the site.

4. Show compliance with the use and maintenance of quieted construction devices for the duration of the Project.
5. Indicate activities that may disturb building occupants and that are planned to be performed during non-standard working hours as coordinated with the Owner.

I.5 QUALITY ASSURANCE

- A. Electric Service: Comply with NECA, NEMA, and UL standards and regulations for temporary electric service. Install service to comply with NFPA 70.
- B. Tests and Inspections: Arrange for authorities having jurisdiction to test and inspect each temporary utility before use. Obtain required certifications and permits.

I.6 PROJECT CONDITIONS

- A. Temporary Use of Permanent Facilities: Engage Installer of each permanent service to assume responsibility for operation, maintenance, and protection of each permanent service during its use as a construction facility before Owner's acceptance, regardless of previously assigned responsibilities.

PART 2-PRODUCTS

2.1 EQUIPMENT

- A. Fire Extinguishers: Portable, UL rated; with class and extinguishing agent as required by locations and classes of fire exposures.

PART 3 - EXECUTION

3.1 TEMPORARY FACILITIES, GENERAL

- A. Conservation: Coordinate construction and use of temporary facilities with consideration given to conservation of energy, water, and materials. Coordinate use of temporary utilities to minimize waste.
 1. Salvage materials and equipment involved in performance of, but not actually incorporated into, the Work. See other Sections for disposition of salvaged materials that are designated as Owner's property.

3.2 INSTALLATION, GENERAL

- A. Locate facilities where they will serve Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required by progress of the Work.

1. Locate facilities to limit site disturbance as specified in Section 011000 "Summary."
- B. Provide each facility ready for use when needed to avoid delay. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

3.3 TEMPORARY UTILITY INSTALLATION

- A. General: Install temporary service or connect to existing service.
 1. Arrange with utility company, Owner, and existing users for time when service can be interrupted, if necessary, to make connections for temporary services.
- B. Sanitary Facilities: Provide temporary toilets, wash facilities, safety shower and eyewash facilities, and drinking water for use of construction personnel. Comply with requirements of authorities having jurisdiction for type, number, location, operation, and maintenance of fixtures and facilities.
- C. Electric Power Service: Provide electric power service and distribution system of sufficient size, capacity, and power characteristics required for construction operations.
- D. Lighting: Provide temporary lighting with local switching that provides adequate illumination for construction operations, observations, inspections, and traffic conditions.
 1. Install and operate temporary lighting that fulfills security and protection requirements without operating entire system.

3.4 SUPPORT FACILITIES INSTALLATION

- A. Traffic Controls: Comply with requirements of authorities having jurisdiction.
 1. Protect existing site improvements to remain, including curbs, pavement, and utilities.
 2. Maintain access for fire-fighting equipment and access to fire hydrants.
- B. Dewatering Facilities and Drains: Comply with requirements of authorities having jurisdiction. Maintain Project site, excavations, and construction free of water.
 1. Dispose of rainwater in a lawful manner that will not result in flooding Project or adjoining properties or endanger permanent Work or temporary facilities.
 2. Remove snow and ice as required to minimize accumulations.
- C. Project Signs: Provide Project signs as indicated. Unauthorized signs are not permitted.
 1. Identification Signs: Provide Project identification signs as indicated on Drawings.
 2. Temporary Signs: Provide other signs as indicated and as required to inform public and individuals seeking entrance to Project.
 - a. Provide temporary, directional signs for construction personnel and visitors.
 3. Maintain and touch up signs, so they are legible at all times.

- D. Waste Disposal Facilities: Provide waste-collection containers in sizes adequate to handle waste from construction operations. Comply with requirements of authorities having jurisdiction. Comply with progress cleaning requirements in Section 017300 "Execution."

3.5 SECURITY AND PROTECTION FACILITIES INSTALLATION

- A. Protection of Existing Facilities: Protect existing vegetation, equipment, structures, utilities, and other improvements at Project site and on adjacent properties, except those indicated to be removed or altered. Repair damage to existing facilities.
 - I. Where access to adjacent properties is required in order to affect protection of existing facilities, obtain written permission from adjacent property owner to access property for that purpose.
- B. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction as required to comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.
- C. Stormwater Control: Comply with requirements of authorities having jurisdiction. Provide barriers in and around excavations and subgrade construction to prevent flooding by runoff of stormwater from heavy rains.
- D. Tree and Plant Protection: Install temporary fencing located as indicated or outside the drip line of trees to protect vegetation from damage from construction operations. Protect tree root systems from damage, flooding, and erosion.
- E. Barricades, Warning Signs, and Lights: Comply with requirements of authorities having jurisdiction for erecting structurally adequate barricades, including warning signs and lighting.

3.6 OPERATION, TERMINATION, AND REMOVAL

- A. Supervision: Enforce strict discipline in use of temporary facilities. To minimize waste and abuse, limit availability of temporary facilities to essential and intended uses.
- B. Maintenance: Maintain facilities in good operating condition until removal.
 - I. Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation, and similar facilities on a 24-hour basis where required to achieve indicated results and to avoid possibility of damage.
- C. Temporary Facility Changeover: Do not change over from using temporary security and protection facilities to permanent facilities until Substantial Completion.
- D. Termination and Removal: Remove each temporary facility when need for its service has ended, when it has been replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.

1. Materials and facilities that constitute temporary facilities are property of Contractor. Owner reserves right to take possession of Project identification signs.
2. Remove temporary roads and paved areas not intended for or acceptable for integration into permanent construction. Where area is intended for landscape development, remove soil and aggregate fill that do not comply with requirements for fill or subsoil. Remove materials contaminated with road oil asphalt and other petrochemical compounds, and other substances that might impair growth of plant materials or lawns. Repair or replace street paving, curbs, and sidewalks at temporary entrances, as required by authorities having jurisdiction.
3. At Substantial Completion, repair, renovate, and clean permanent facilities used during construction period. Comply with final cleaning requirements specified in Section 017700 "Closeout Procedures."

END OF SECTION 015000

SECTION 015500 - TRAFFIC CONTROL

PART I - GENERAL

I.1 GENERAL

- A. CONTRACTOR shall prevent interference with traffic operations on existing roads. He shall indemnify and save harmless the OWNER from any expenses caused by CONTRACTOR'S operations over these roads.
- B. Roadways damaged by CONTRACTOR shall be restored to their original condition by the CONTRACTOR subject to approval of the OWNER.
- C. Temporary roads, walks and parking areas shall be removed by the CONTRACTOR prior to final acceptance and the ground returned to its original condition, unless otherwise required by the Contract Documents or the OWNER.
- D. CONTRACTOR shall be responsible for restoration of any work damaged by vehicular or pedestrian traffic at no additional cost to the OWNER.

1.2 TRAFFIC CONTROLS

- A. All traffic controls shall be in accordance with the latest version of the Manual on Uniform Traffic Control Devices (MUTCD). The Contractor's Name and phone number shall be affixed to any devices in the public right-of-way.
- B. CONTRACTOR is responsible for development of a temporary traffic control plan. The plan shall contain a location plan or street level map indicating the location of the work zone and include specific information related to the duration and time of work, lane closures, traffic pattern modifications, detours, signage, temporary road plates, etc.
- C. Heavy steel plates used to cover excavated areas in streets shall be secured in an appropriate manner to prevent movement. Use of road plates shall be kept to a minimum.
- D. All streets and trafficways shall be kept open for the passage of traffic and pedestrians during the construction period unless otherwise approved by the OWNER or authority having jurisdiction over same.
- E. When required to cross, obstruct or temporarily close a street or trafficway, CONTRACTOR shall provide and maintain suitable bridges, detours or other approved temporary measures expedient for the accommodation of traffic. Work may be installed by the open cut method; however, the traffic flow shall be maintained. A minimum of two lanes of traffic shall be kept flowing. Closings shall be for the shortest time practical, and passage shall be restored immediately after completion of backfill and temporary paving or bridging.
- F. CONTRACTOR shall give the required advance notice to the fire and police departments of his proposed operations.

- G. CONTRACTOR shall give reasonable notice to owners or tenants of private property who may be affected by his operations.
- H. CONTRACTOR shall provide signs, signals, barricades, flares, lights and all other equipment, service and personnel required to regulate and protect all traffic, and warn of hazards. All such work shall conform to requirements of the OWNER or authority having jurisdiction. Remove temporary equipment and facilities when no longer required. Restore grounds to original or to specified conditions.
- I. CONTRACTOR shall provide a designated traffic control coordinator for the project who can be contracted 24 hours a day, 7 days a week.

1.3 FLAGMEN

- A. Provide qualified and suitably equipped flagman when construction operations encroach on traffic lanes, as required for regulation of traffic and in accordance with the requirements of the authority having jurisdiction.

1.4 FLARES AND LIGHTS

- A. Provide flares and lights during periods of low visibility:
 - 1. To clearly delineate traffic lanes, to guide traffic and to warn of hazardous areas.
- B. Provide illumination of critical traffic and parking areas.

1.5 PARKING CONTROL

- A. Control all CONTRACTOR related vehicular parking within the limits of the Work to preclude interference with public traffic or parking, access by emergency vehicles, OWNERS operations, or construction operations. Provide temporary parking facilities for the public as may be required because of construction or operations.
- B. Monitor parking of all construction and private vehicles:
 - 1. Maintain free vehicular access to and through parking areas.
 - 2. Prohibit parking on or adjacent to access roads, or in non-designated areas.

1.6 CONTRACTOR'S ACCESS TO THE SITE

- A. All access to the site for CONTRACTOR'S employees, material, tools, and equipment shall only be through the designated construction entrance approved by the OWNER.

1.7 MAINTENANCE OF ROADS

- A. CONTRACTOR shall at all times maintain approved access for trucks to loading areas of the construction site and parking facilities. All parking of construction vehicles shall be in approved parking areas.

- B. CONTRACTOR shall sweep all paved roads, daily if necessary, that are utilized in the prosecution of the Work.
- C. CONTRACTOR shall keep the above roads clean and serviceable at all times.
- D. Dust resulting from construction operations shall be controlled by the CONTRACTOR to prevent a nuisance on the site or in adjacent areas.

PART 2-PRODUCTS (NOT USED)

PART 3- EXECUTION (NOT USED)

END OF SECTION 015500

SECTION 017300 - EXECUTION

PART I - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes general administrative and procedural requirements governing execution of the Work, including, but not limited to, the following:
 - 1. Construction layout.
 - 2. Field engineering and surveying.
 - 3. Installation of the Work.
 - 4. Cutting and patching.
 - 5. Progress cleaning.
 - 6. Starting and adjusting.
 - 7. Protection of installed construction.

1.3 DEFINITIONS

- A. Cutting: Removal of in-place construction necessary to permit installation or performance of subsequent work.
- B. Patching: Fitting and repair work required to restore construction to original conditions after installation of subsequent work.

1.4 INFORMATIONAL SUBMITTALS

1.5 CLOSEOUT SUBMITTALS

1.6 QUALITY ASSURANCE

- A. Cutting and Patching: Comply with requirements for and limitations on cutting and patching of construction elements.
 - 1. Structural Elements: When cutting and patching structural elements, or when encountering the need for cutting and patching of elements whose structural function is not known, notify Engineer of locations and details of cutting and await directions from Engineer before proceeding. Shore, brace, and support structural elements during cutting

and patching. Do not cut and patch structural elements in a manner that could change their load-carrying capacity or increase deflection.

2. Other Construction Elements: Do not cut and patch other construction elements or components in a manner that could change their load-carrying capacity, that results in reducing their capacity to perform as intended, or that results in increased maintenance or decreased operational life or safety
3. Visual Elements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch exposed construction in a manner that would, in Engineer's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.

PART 2- PRODUCTS

2.1 MATERIALS

- A. Comply with requirements specified in other Sections.
 1. For projects requiring compliance with sustainable design and construction practices and procedures, use products for patching that comply with sustainable design requirements.
- B. In-Place Materials: Use materials for patching identical to in-place materials. For exposed surfaces, use materials that visually match in-place adjacent surfaces to the fullest extent possible.
 1. If identical materials are unavailable or cannot be used, use materials that, when installed, will provide a match acceptable to Engineer for the visual and functional performance of in-place materials. Use materials that are not considered hazardous.
- C. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.
 1. Use cleaning products that comply with Green Seal's GS-37, or if GS-37 is not applicable, use products that comply with the California Code of Regulations maximum allowable VOC levels.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Existing Conditions: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning sitework, investigate and verify the existence and location of underground utilities, and other construction affecting the Work.

- I. Before construction, verify the location and invert elevation at points of connection of sanitary sewer, storm sewer, gas service piping, and water-service piping; underground electrical services; and other utilities.
 2. Furnish location data for work related to Project that must be performed by public utilities serving Project site.
- B. Examination and Acceptance of Conditions: Before proceeding with each component of the Work, examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.
 - I. Examine roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation.
 2. Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.
 3. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
- C. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

3.2 **PREPARATION**

- A. Existing Utility Information: Furnish information to local utility that is necessary to adjust, move, or relocate existing utility structures, utility poles, lines, services, or other utility appurtenances located in or affected by construction. Coordinate with authorities having jurisdiction.
- B. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.
- C. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.
- D. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents, submit a request for information to Engineer in accordance with requirements in Section 013100 "Project Management and Coordination."

3.3 **CONSTRUCTION LAYOUT**

- A. Verification: Before proceeding to lay out the Work, verify layout information shown on Drawings, in relation to the property survey and existing benchmarks and existing conditions. If discrepancies are discovered, notify Engineer promptly.
- B. Engage a land surveyor experienced in laying out the Work, using the following accepted surveying practices:

1. Establish benchmarks and control points to set lines and levels at each story of construction and elsewhere as needed to locate each element of Project.
 2. Establish limits on use of Project site.
 3. Establish dimensions within tolerances indicated. Do not scale Drawings to obtain required dimensions.
 4. Inform installers of lines and levels to which they must comply.
 5. Check the location, level and plumb, of every major element as the Work progresses.
 6. Notify Engineer when deviations from required lines and levels exceed allowable tolerances.
 7. Close site surveys with an error of closure equal to or less than the standard established by authorities having jurisdiction.
- C. Site Improvements: Locate and lay out site improvements, including pavements, grading, fill and topsoil placement, utility slopes, and rim and invert elevations.
- D. Record Log: Maintain a log of layout control work. Record deviations from required lines and levels. Include beginning and ending dates and times of surveys, weather conditions, name and duty of each survey party member, and types of instruments and tapes used. Make the log available for reference by Engineer.

3.4 FIELD ENGINEERING

- A. Identification: Owner will identify existing benchmarks, control points, and property corners.
- B. Reference Points: Locate existing permanent benchmarks, control points, and similar reference points before beginning the Work. Preserve and protect permanent benchmarks and control points during construction operations.
1. Do not change or relocate existing benchmarks or control points without prior written approval of Engineer. Report lost or destroyed permanent benchmarks or control points promptly. Report the need to relocate permanent benchmarks or control points to Engineer before proceeding.
 2. Replace lost or destroyed permanent benchmarks and control points promptly. Base replacements on the original survey control points.
- C. Benchmarks: Establish and maintain a minimum of two (2) permanent benchmarks on Project site, referenced to data established by survey control points. Comply with authorities having jurisdiction for type and size of benchmark.
1. Record benchmark locations, with horizontal and vertical data, on Project Record Documents.
 2. Where the actual location or elevation of layout points cannot be marked, provide temporary reference points sufficient to locate the Work.
 3. Remove temporary reference points when no longer needed. Restore marked construction to its original condition.

3.5 CUTTING AND PATCHING

- A. General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.
 - 1. Cut in-place construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.
- B. Temporary Support: Provide temporary support of Work to be cut.
- C. Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.
- D. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.
 - 1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots neatly to minimum size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
 - 2. Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
 - 3. Concrete: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.
 - 4. Excavating and Backfilling: Comply with requirements in applicable Sections where required by cutting and patching operations.
 - 5. Proceed with patching after construction operations requiring cutting are complete.
- E. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other Work. Patch with durable seams that are as invisible as practicable, as judged by Engineer. Provide materials and comply with installation requirements specified in other Sections, where applicable.
 - 1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate physical integrity of installation.
 - 2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will eliminate evidence of patching and refinishing.
 - a. Clean piping, conduit, and similar features before applying paint or other finishing materials.
 - b. Restore damaged pipe covering to its original condition.
- F. Cleaning: Clean areas and spaces where cutting and patching are performed. Remove paint, mortar, oils, putty, and similar materials from adjacent finished surfaces.

3.6 PROGRESS CLEANING

- A. Clean Project site and work areas daily, including common areas. Enforce requirements strictly. Dispose of materials lawfully.
 - 1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
 - 2. Do not hold waste materials more than seven days during normal weather or three days if the temperature is expected to rise above 80 deg F (27 deg C).
 - 3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.
 - a. Use containers intended for holding waste materials of type to be stored.
 - 4. Coordinate progress cleaning for joint-use areas where Contractor and other contractors are working concurrently.
- B. Site: Maintain Project site free of waste materials and debris.
- C. Work Areas: Clean areas where Work is in progress to the level of cleanliness necessary for proper execution of the Work.
 - 1. Remove liquid spills promptly.
 - 2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.
- D. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.
- E. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.
- F. Exposed Surfaces: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.
- G. Waste Disposal: Do not bury or burn waste materials on-site. Legally dispose of waste materials off-site.
- H. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.
- I. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.
- J. Limiting Exposures: Supervise construction operations to ensure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

3.7 PROTECTION AND REPAIR OF INSTALLED CONSTRUCTION

- A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.
- B. Repair Work previously completed and subsequently damaged during construction period. Repair to like-new condition.
- C. Protection of Existing Items: Provide protection and ensure that existing items to remain undisturbed by construction are maintained in condition that existed at commencement of the Work.
- D. Comply with manufacturer's written instructions for temperature and relative humidity.

END OF SECTION 017300

SECTION 017700 - CLOSEOUT PROCEDURES

PART 1 -GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for Contract closeout, including, but not limited to, the following:
 - 1. Substantial Completion procedures.
 - 2. Final completion procedures.
 - 3. Warranties.
 - 4. Final cleaning.
- B. Related Requirements:
 - 1. Section 012900 "Payment Procedures" for requirements for Applications for Payment for Substantial Completion and Final Completion.
 - 2. Section 017839 "Project Record Documents" for submitting Record Drawings, Record Specifications, and Record Product Data.

1.3 DEFINITIONS

- A. List of Incomplete Items: Contractor-prepared list of items to be completed or corrected, prepared for the Engineer's use prior to Engineer's inspection, to determine if the Work is substantially complete.

1.4 ACTION SUBMITTALS

- A. Product Data: For each type of cleaning agent.
- B. Contractor's List of Incomplete Items: Initial submittal at Substantial Completion and Final Completion.

1.5 CLOSEOUT SUBMITTALS

- A. Certificates of Release: From authorities having jurisdiction.

- B. Certificate of Insurance: For continuing coverage.

1.6 MAINTENANCE MATERIAL SUBMITTALS

- A. Schedule of Maintenance Material Items: For maintenance material submittal items required by other Sections.

1.7 SUBSTANTIAL COMPLETION PROCEDURES

- A. Contractor's List of Incomplete Items: Prepare and submit a list of items to be completed and corrected (Contractor's "punch list"), indicating the value of each item on the list and reasons why the Work is incomplete.
- B. Submittals Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.
 - 1. Certificates of Release: Obtain and submit releases from authorities having jurisdiction, permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
 - 2. Submit closeout submittals specified in other Division OI Sections, including Project Record Documents, operation and maintenance manuals, damage or settlement surveys, property surveys, and similar final record information.
 - 3. Submit closeout submittals specified in individual Sections, including specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
 - 4. Submit maintenance material submittals specified in individual Sections, including tools, spare parts, extra materials, and similar items, and deliver to location designated by Engineer. Label with manufacturer's name and model number.
- C. Procedures Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.
 - 1. Advise Owner of pending insurance changeover requirements.
 - 2. Make final changeover of permanent locks and deliver keys to Owner. Advise Owner's personnel of changeover in security provisions.
 - 3. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
 - 4. Complete final cleaning requirements.
 - 5. Touch up paint and otherwise repair and restore marred exposed finishes to eliminate visual defects.
- D. Inspection: Submit a written request for inspection to determine Substantial Completion a minimum of 10 days prior to date the Work will be completed and ready for final inspection and tests. On receipt of request, Engineer will either proceed with inspection or notify Contractor of unfulfilled requirements. Engineer will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Engineer, that must be completed or corrected before certificate will be issued.

1. Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
2. Results of completed inspection will form the basis of requirements for Final Completion.

1.8 FINAL COMPLETION PROCEDURES

- A. Submittals Prior to Final Completion: Before requesting final inspection for determining Final Completion, complete the following:
 1. Submit a final Application for Payment in accordance with Section O12900 "Payment Procedures."
 2. List of Incomplete Items: Submit certified copy of Engineer's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Engineer. Certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
 3. Certificate of Insurance: Submit evidence of final, continuing insurance coverage complying with insurance requirements.
- B. Inspection: Submit a written request for final inspection to determine acceptance a minimum of 10 days prior to date the Work will be completed and ready for final inspection and tests. On receipt of request, Engineer will either proceed with inspection or notify Contractor of unfulfilled requirements. Engineer will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.
 1. Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

1.9 SUBMITTAL OF PROJECT WARRANTIES

- A. Time of Submittal: Submit written warranties on request of Engineer for designated portions of the Work where warranties are indicated to commence on dates other than date of Substantial Completion, or when delay in submittal of warranties might limit Owner's rights under warranty.
- B. Organize warranty documents into an orderly sequence based on the table of contents of Project Manual.
- C. Warranty Electronic File: Provide warranties and bonds in PDF format. Assemble complete warranty and bond submittal package into a single electronic PDF file with bookmarks enabling navigation to each item. Provide bookmarked table of contents at beginning of document.

PART 2-PRODUCTS

2.1 MATERIALS

- A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

PART 3 - EXECUTION

3.1 FINAL CLEANING

- A. General: Perform final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.
- B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.
 - 1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a designated portion of Project:
 - a. Clean Project site of rubbish, waste material, litter, and other foreign substances.
 - b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
 - c. Rake grounds that are not planted, mulched, or paved to a smooth, even-textured surface.
 - d. Remove tools, construction equipment, machinery, and surplus material from Project site.

3.2 REPAIR OF THE WORK

- A. Complete repair and restoration operations required by Section 017300 "Execution" before requesting inspection for determination of Substantial Completion.

END OF SECTION 017700

SECTION 017839 - PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for Project Record Documents, including the following:

- 1. Record Drawings.

1.3 CLOSEOUT SUBMITTALS

- A. Record Drawings: Comply with the following:

- 1. Number of Copies: Submit **one** set of marked-up record prints.
 - 2. Number of Copies: Submit copies of Record Drawings as follows:
 - a. Initial Submittal:
 - 1) Submit **one** paper-copy set of marked-up record prints.
 - 2) Submit PDF electronic files of scanned record prints.
 - 3) Engineer will indicate whether general scope of changes, additional information recorded, and quality of drafting are acceptable.
 - b. Final Submittal:
 - 1) Submit **three** paper-copy set(s) of marked-up record prints.
 - 2) Submit PDF electronic files of scanned Record Prints.
 - 3) Print each drawing, whether or not changes and additional information were recorded.

1.4 RECORD DRAWINGS

- A. Record Prints: Maintain one set of marked-up paper copies of the Contract Drawings and Shop Drawings, incorporating new and revised drawings as modifications are issued.
 - 1. Preparation: Mark record prints to show the actual installation, where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to provide information for preparation of corresponding marked-up record prints.

- a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
 - b. Accurately record information in an acceptable drawing technique.
 - c. Record data as soon as possible after obtaining it.
 - d. Record and check the markup before enclosing concealed installations.
 - e. Cross-reference record prints to corresponding photographic documentation.
2. Content: Types of items requiring marking include, but are not limited to, the following:
 - a. Dimensional changes to Drawings.
 - b. Revisions to details shown on Drawings.
 - c. Depths of foundations.
 - d. Locations and depths of underground utilities.
 - e. Revisions to routing of piping and conduits.
 - f. Changes made by Change Order or Change Directive.
 - g. Changes made following Engineer's written orders.
 - h. Details not on the original Contract Drawings.
 - i. Field records for variable and concealed conditions.
 - j. Record information on the Work that is shown only schematically.
3. Mark the Contract Drawings and Shop Drawings completely and accurately. Use personnel proficient at recording graphic information in production of marked-up record prints.
4. Mark record prints with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same location.
5. Mark important additional information that was either shown schematically or omitted from original Drawings.
6. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.
- B. Record Digital Data Files: Immediately before inspection for Certificate of Substantial Completion, review marked-up record prints with Engineer. When authorized, prepare a full set of corrected digital data files of the Contract Drawings, as follows:
- C. Format: Identify and date each Record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location.
 1. Record Prints: Organize record prints into manageable sets. Bind each set with durable paper cover sheets. Include identification on cover sheets.
 2. Format: Annotated PDF electronic file.

1.5 MAINTENANCE OF RECORD DOCUMENTS

- A. Maintenance of Record Documents: Store Record Documents in the field office apart from the Contract Documents used for construction. Do not use Project Record Documents for construction purposes. Maintain Record Documents in good order and in a clean, dry, legible condition, protected from deterioration and loss. Provide access to Project Record Documents for Engineer's reference during normal working hours.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 017839

SECTION 033000- CAST-IN-PLACE CONCRETE

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract including General and Supplementary Conditions and Division OI Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes cast-in-place concrete, including formwork, reinforcement, concrete materials, mixture design, placement procedures, and finishes.

1.3 DEFINITIONS

- A. Cementitious Materials: Portland cement alone or in combination with one or more of the following: blended hydraulic cement, fly ash, slag cement, other pozzolans, and silica fume; materials subject to compliance with requirements.
- B. W/C Ratio: The ratio by weight of water to cementitious materials.

1.4 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at Project site.
 - 1. Before submitting design mixtures, review concrete design mixture and examine procedures for ensuring quality of concrete materials. Require representatives of each entity directly concerned with cast-in-place concrete to attend, including the following:
 - a. Contractor's superintendent.
 - b. Independent testing agency responsible for concrete design mixtures.
 - c. Ready-mix concrete manufacturer.
 - d. Concrete Subcontractor.
 - e. Special concrete finish Subcontractor.
 - 2. Review special inspection and testing and inspecting agency procedures for field quality control, concrete finishes and finishing, cold- and hot-weather concreting procedures, curing procedures, construction contraction and isolation joints, and joint-filler strips, anchor rod and anchorage device installation tolerances, steel reinforcement installation, concrete repair procedures, and concrete protection.

1.5 ACTION SUBMITTALS

- A. Product Data: For each type of product.

- B. Design Mixtures: For each concrete mixture. Submit alternate design mixtures when characteristics of materials, Project conditions, weather, test results, or other circumstances warrant adjustments.
 - 1. Indicate amounts of mixing water to be withheld for later addition at Project site.
- C. Steel Reinforcement Shop Drawings: Placing Drawings that detail fabrication, bending, and placement. Include bar sizes, lengths, material, grade, bar schedules, stirrup spacing bent bar diagrams, bar arrangement splices and laps, mechanical connections, tie spacing, hoop spacing, and supports for concrete reinforcement.
- D. Construction Joint Layout: Indicate proposed construction joints required to construct the structure.
 - 1. Location of construction joints is subject to approval of the Engineer.

1.6 INFORMATIONAL SUBMITTALS

- A. Material Certificates: For each of the following, signed by manufacturers:
 - 1. Cementitious materials.
 - 2. Admixtures.
 - 3. Form materials and form-release agents.
 - 4. Steel reinforcement and accessories.
 - 5. Curing compounds.
 - 6. Floor and slab treatments.
 - 7. Bonding agents.
 - 8. Adhesives.
 - 9. Joint-filler strips.
 - 10. Repair materials.
- B. Material Test Reports: For the following, from a qualified testing agency:
 - 1. Aggregates: Include service record data indicating absence of deleterious expansion of concrete due to alkali aggregate reactivity.
- C. Formwork Shop Drawings: Prepared by or under the supervision of a qualified professional engineer, detailing fabrication, assembly, and support of formwork.
- D. Field quality-control reports.
- E. Minutes of preinstallation conference.

1.7 QUALITY ASSURANCE

- A. Installer Qualifications: A qualified installer who employs on Project personnel qualified as ACI-certified Flatwork Technician and Finisher and a supervisor who is an ACI-certified Concrete Flatwork Technician.

- B. Manufacturer Qualifications: A firm experienced in manufacturing ready-mixed concrete products and that complies with ASTM C 94/C 94M requirements for production facilities and equipment.
 - 1. Manufacturer certified according to NRMCA's "Certification of Ready Mixed Concrete Production Facilities."
- C. Testing Agency Qualifications: An independent agency, acceptable to authorities having jurisdiction, qualified according to ASTM C 1077 and ASTM E 329 for testing indicated.
 - 1. Personnel conducting field tests shall be qualified as ACI Concrete Field Testing Technician, Grade 1, according to ACI CP-1 or an equivalent certification program.
 - 2. Personnel performing laboratory tests shall be ACI-certified Concrete Strength Testing Technician and Concrete Laboratory Testing Technician, Grade I. Testing agency laboratory supervisor shall be an ACI-certified Concrete Laboratory Testing Technician, Grade II.
- D. Welding Qualifications: Qualify procedures and personnel according to **AWS** DI.4/D I.4M.

1.8 DELIVERY, STORAGE, AND HANDLING

- A. Steel Reinforcement: Deliver, store, and handle steel reinforcement to prevent bending and damage.

1.9 FIELD CONDITIONS

- A. Cold-Weather Placement: Comply with ACI 306.1 and as follows. Protect concrete work from physical damage or reduced strength that could be caused by frost, freezing actions, or low temperatures.
 - 1. When average high and low temperature is expected to fall below 40 deg F (4.4 deg C) for three successive days, maintain delivered concrete mixture temperature within the temperature range required by ACI 301 (ACI 301M).
 - 2. Do not use frozen materials or materials containing ice or snow. Do not place concrete on frozen subgrade or on subgrade containing frozen materials.
 - 3. Do not use calcium chloride, salt, or other materials containing antifreeze agents or chemical accelerators unless otherwise specified and approved in mixture designs.
- B. Hot-Weather Placement: Comply with ACI 301 (ACI 301M) and ACI 305.1 (ACI 305.1M), and as follows:
 - 1. Maintain concrete temperature below 90 deg F (32 deg C) at time of placement. Chilled mixing water or chopped ice may be used to control temperature, provided water equivalent of ice is calculated to total amount of mixing water. Using liquid nitrogen to cool concrete is Contractor's option.
 - 2. Fog-spray forms, steel reinforcement, and subgrade just before placing concrete. Keep subgrade uniformly moist without standing water, soft spots, or dry areas.

PART 2 - PRODUCTS

2.1 CONCRETE, GENERAL

- A. ACI Publications: Comply with the following unless modified by requirements in the Contract Documents:
 - 1. ACI 301 (ACI 301M).
 - 2. ACI 117 (ACI 117M).

2.2 FORM-FACING MATERIALS

- A. Smooth-Formed Finished Concrete: Form-facing panels that provide continuous, true, and smooth concrete surfaces. Furnish in largest practicable sizes to minimize number of joints.
 - 1. Plywood, metal, or other approved panel materials.
 - 2. Exterior-grade plywood panels, suitable for concrete forms, complying with DOC PS 1, and as follows:
 - a. High-density overlay, Class 1 or better.
 - b. Medium-density overlay, Class 1 or better; mill-release agent treated and edge sealed.
 - c. Structural 1, B-B or better; mill oiled and edge sealed.
 - d. B-B (Concrete Form), Class 1 or better; mill oiled and edge sealed.
 - 3. Overlaid Finnish birch plywood.
- B. Rough-Formed Finished Concrete: Plywood, lumber, metal, or another approved material. Provide lumber dressed on at least two edges and one side for tight fit.
- C. Chamfer Strips: Wood, metal, PVC, or rubber strips, 3/4 by 3/4 inch (19 by 19 mm), minimum.
- D. Form-Release Agent: Commercially formulated form-release agent that does not bond with, stain, or adversely affect concrete surfaces and does not impair subsequent treatments of concrete surfaces.
 - 1. Formulate form-release agent with rust inhibitor for steel form-facing materials.

2.3 STEEL REINFORCEMENT

- A. Reinforcing Bars: ASTM A 615/A 615M, Grade 60 (Grade 420), deformed.
- B. Welded-Wire Reinforcement: ASTM A 1064/A 1064M.

2.4 REINFORCEMENT ACCESSORIES

- A. Bar Supports: Bolsters, chairs, spacers, and other devices for spacing, supporting, and fastening reinforcing bars and welded-wire reinforcement in place. Manufacture bar supports from steel

wire, plastic, or precast concrete according to CRSI's "Manual of Standard Practice," of greater compressive strength than concrete and as follows:

1. For concrete surfaces exposed to view, where legs of wire bar supports contact forms, use CRSI Class 1 plastic-protected steel wire or CRSI Class 2 stainless-steel bar supports.

2.5 CONCRETE MATERIALS

- A. Source Limitations: Obtain each type or class of cementitious material of the same brand from the same manufacturer's plant, obtain aggregate from single source, and obtain admixtures from single source from single manufacturer.
- B. Cementitious Materials:
 1. Portland Cement: ASTM C 150/C 150M, Type I or Type III, gray.
 2. Fly Ash: ASTM C 618.
- C. Normal-Weight Aggregates: ASTM C 33/C 33M
- D. Air-Entraining Admixture: ASTM C 260/C 260M.
- E. Chemical Admixtures: Certified by manufacturer to be compatible with other admixtures and that do not contribute water-soluble chloride ions exceeding those permitted in hardened concrete. Do not use calcium chloride or admixtures containing calcium chloride.
 1. Water-Reducing Admixture: ASTM C 494/C 494M, Type A.
 2. Retarding Admixture: ASTM C 494/C 494M, Type B.
 3. Water-Reducing and Retarding Admixture: ASTM C 494/C 494M, Type D.
 4. High-Range, Water-Reducing Admixture: ASTM C 494/C 494M, Type F.
 5. High-Range, Water-Reducing and Retarding Admixture: ASTM C 494/C 494M, Type G.
 6. Plasticizing and Retarding Admixture: ASTM C 1017/C 1017M, Type II.
- F. Water: ASTM C 94/C 94M and potable.

2.6 CURING MATERIALS

- A. Evaporation Retarder: Waterborne, monomolecular film forming, manufactured for application to fresh concrete.
- B. Absorptive Cover: AASHTO M 182, Class 2, burlap cloth made from jute or kenaf, weighing approximately 9 oz./sq. yd. (305 g/sq. m) when dry.
- C. Moisture-Retaining Cover: ASTM C 171, polyethylene film or white burlap-polyethylene sheet.
- D. Water: Potable.
- E. Clear, Waterborne, Membrane-Forming Curing Compound: ASTM C 309, Type 1, Class B, dissipating.

2.7 RELATED MATERIALS

- A. Expansion- and Isolation-Joint-Filler Strips: ASTM D 1751, asphalt-saturated cellulosic fiber.
- B. Bonding Agent: ASTM C 1059/C 1059M, Type II, nonredispersible, acrylic emulsion or styrene butadiene.

2.8 CONCRETE MIXTURES, GENERAL

- A. Prepare design mixtures for each type and strength of concrete, proportioned on the basis of laboratory trial mixture or field test data, or both, according to ACI 301 (ACI 301M).
 - 1. Use a qualified independent testing agency for preparing and reporting proposed mixture designs based on laboratory trial mixtures.
- B. Cementitious Materials: Use fly ash as needed to reduce the total amount of portland cement, which would otherwise be used as follows:
 - 1. Fly Ash: 25 percent.
- C. Admixtures: Use admixtures according to manufacturer's written instructions.
 - 1. Use water-reducing high-range water-reducing or plasticizing admixture in concrete, as required, for placement and workability.
 - 2. Use water-reducing and -retarding admixture when required by high temperatures, low humidity, or other adverse placement conditions.
 - 3. Use water-reducing admixture in pumped concrete, concrete for heavy-use industrial slabs and parking structure slabs, concrete required to be watertight, and concrete with a w/c ratio below 0.50.
 - 4. Use corrosion-inhibiting admixture in concrete mixtures where indicated.

2.9 CONCRETE MIXTURES FOR BUILDING ELEMENTS

- A. Exterior use Concrete/Drilled Piers.
 - 1. Minimum Compressive Strength: 3500 psi (31 MPa) at 28 days.
 - 2. Maximum W/C Ratio: 0.45.
 - 3. Slump Limit: 6 inches (100 mm) for concrete with verified slump of 2 to 4 inches (50 to 100 mm) before adding high-range water-reducing admixture or plasticizing admixture, plus or minus 1 inch (25 mm).
 - 4. Air Content: 6 percent, plus or minus 1.5 percent at point of delivery.

2.10 FABRICATING REINFORCEMENT

- A. Fabricate steel reinforcement according to CRSI's "Manual of Standard Practice."

2.11 CONCRETE MIXING

- A. Ready-Mixed Concrete: Measure, batch, mix, and deliver concrete according to ASTM C 94/C 94M and ASTM C 1116/C 1116M, and furnish batch ticket information.
 - 1. When air temperature is between 85 and 90 deg F (30 and 32 deg C), reduce mixing and delivery time from 1-1/2 hours to 75 minutes; when air temperature is above 90 deg F (32 deg C), reduce mixing and delivery time to 60 minutes.

PART 3 - EXECUTION

3.1 FORMWORK INSTALLATION

- A. Design, erect, shore, brace, and maintain formwork, according to ACI 301 (ACI 301M), to support vertical, lateral, static, and dynamic loads, and construction loads that might be applied, until structure can support such loads.
- B. Construct formwork so concrete members and structures are of size, shape, alignment, elevation, and position indicated, within tolerance limits of ACI 117 (ACI 117M).
- C. Construct forms tight enough to prevent loss of concrete mortar.
- D. Construct forms for easy removal without hammering or prying against concrete surfaces. Provide crush or wrecking plates where stripping may damage cast-concrete surfaces. Provide top forms for inclined surfaces steeper than 1.5 horizontal to 1 vertical.
 - 1. Install keyways, reglets, recesses, and the like, for easy removal.
 - 2. Do not use rust-stained steel form-facing material.
- E. Set edge forms, bulkheads, and intermediate screed strips for slabs to achieve required elevations and slopes in finished concrete surfaces. Provide and secure units to support screed strips; use strike-off templates or compacting-type screeds.
- F. Provide temporary openings for cleanouts and inspection ports where interior area of formwork is inaccessible. Close openings with panels tightly fitted to forms and securely braced to prevent loss of concrete mortar. Locate temporary openings in forms at inconspicuous locations.
- G. Chamfer exterior corners and edges of permanently exposed concrete unless noted otherwise.
- H. Form openings, chases, offsets, sinkages, keyways, reglets, blocking, screeds, and bulkheads required in the Work. Determine sizes and locations from trades providing such items.
- I. Clean forms and adjacent surfaces to receive concrete. Remove chips, wood, sawdust, dirt, and other debris just before placing concrete.
- J. Retighten forms and bracing before placing concrete, as required, to prevent mortar leaks and maintain proper alignment.
- K. Coat contact surfaces of forms with form-release agent, according to manufacturer's written instructions, before placing reinforcement.

3.2 EMBEDDED ITEM INSTALLATION

- A. Place and secure anchorage devices and other embedded items required for adjoining work that is attached to or supported by cast-in-place concrete. Use setting drawings, templates, diagrams, instructions, and directions furnished with items to be embedded.
 - I. Install anchor rods, accurately located, to elevations required and complying with tolerances in Section 7.5 of AISC 303.

3.3 REMOVING AND REUSING FORMS

- A. Clean and repair surfaces of forms to be reused in the Work. Split, frayed, delaminated, or otherwise damaged form-facing material are not acceptable for exposed surfaces. Apply new form-release agent.
- B. When forms are reused, clean surfaces, remove fins and laitance, and tighten to close joints. Align and secure joints to avoid offsets. Do not use patched forms for exposed concrete surfaces unless approved by the Engineer.

3.4 STEEL REINFORCEMENT INSTALLATION

- A. General: Comply with CRSI's "Manual of Standard Practice" for fabricating, placing, and supporting reinforcement.
- B. Clean reinforcement of loose rust and mill scale, earth, ice, and other foreign materials that reduce bond to concrete.
- C. Accurately position, support, and secure reinforcement against displacement. Locate and support reinforcement with bar supports to maintain minimum concrete cover. Do not tack weld crossing reinforcing bars.
 - 1. Weld reinforcing bars according to AWS D1.4/D 1.4M, where indicated.
- D. Set wire ties with ends directed into concrete, not toward exposed concrete surfaces.
- E. Install welded-wire reinforcement in longest practicable lengths on bar supports spaced to minimize sagging. Lap edges and ends of adjoining sheets at least one mesh spacing. Offset laps of adjoining sheet widths to prevent continuous laps in either direction. Lace overlaps with wire.

3.5 JOINTS

- A. General: Construct joints true to line with faces perpendicular to surface plane of concrete.
- B. Construction Joints: Install so strength and appearance of concrete are not impaired, at locations indicated or as approved by Engineer.
 - 1. Use a bonding agent at locations where fresh concrete is placed against hardened or partially hardened concrete surfaces.

- C. Contraction Joints in Slabs-on-Grade: Form weakened-plane contraction joints, sectioning concrete into areas as indicated. Construct contraction joints for a depth equal to at least one-fourth of concrete thickness before concrete has hardened.

3.6 CONCRETE PLACEMENT

- A. Before placing concrete, verify that installation of formwork, reinforcement, and embedded items is complete and that required inspections are completed.
- B. Do not add water to concrete during delivery, at Project site, or during placement unless approved by Engineer.
- C. Deposit concrete continuously in one layer or in horizontal layers of such thickness that no new concrete is placed on concrete that has hardened enough to cause seams or planes of weakness. If a section cannot be placed continuously, provide construction joints as indicated. Deposit concrete to avoid segregation.
 - 1. Deposit concrete in horizontal layers of depth not to exceed formwork design pressures and in a manner to avoid inclined construction joints.
 - 2. Consolidate placed concrete with mechanical vibrating equipment according to ACI 301 (ACI 301M).
 - 3. Do not use vibrators to transport concrete inside forms. Insert and withdraw vibrators vertically at uniformly spaced locations to rapidly penetrate placed layer and at least 6 inches (150 mm) into preceding layer. Do not insert vibrators into lower layers of concrete that have begun to lose plasticity. At each insertion, limit duration of vibration to time necessary to consolidate concrete and complete embedment of reinforcement and other embedded items without causing mixture constituents to segregate.

3.7 FINISHING FLOORS AND SLABS

- A. General: Comply with ACI 302.1R recommendations for screeding, restraighening, and finishing operations for concrete surfaces. Do not wet concrete surfaces.
- B. Float Finish: Consolidate surface with power-driven floats or by hand floating if area is small or inaccessible to power-driven floats. Restraighten, cut down high spots, and fill low spots. Repeat float passes and restraighening until surface is left with a uniform, smooth, granular texture.
- C. Broom Finish: Apply a broom finish to exterior concrete platforms, steps, ramps, and elsewhere as indicated.
 - 1. Immediately after float finishing, slightly roughen trafficked surface by brooming with fiber-bristle broom perpendicular to main traffic route. Coordinate required final finish with Engineer before application.

3.8 MISCELLANEOUS CONCRETE ITEM INSTALLATION

- A. Filling In: Fill in holes and openings left in concrete structures after work of other trades is in place unless otherwise indicated. Mix, place, and cure concrete, as specified, to blend with in- place construction. Provide other miscellaneous concrete filling indicated or required to complete the Work.

3.9 CONCRETE PROTECTING AND CURING

- A. General: Protect freshly placed concrete from premature drying and excessive cold or hot temperatures. Comply with ACI 306.1 for cold-weather protection and ACI 305.1 (ACI 305.1M) for hot-weather protection during curing.
- B. Evaporation Retarder: Apply evaporation retarder to unformed concrete surfaces if hot, dry, or windy conditions cause moisture loss approaching 0.2 lb/sq. ft. x h (1 kg/sq. m x h) before and during finishing operations. Apply according to manufacturer's written instructions after placing, screeding, and bull floating or darbying concrete, but before float finishing.
- C. Unformed Surfaces: Begin curing immediately after finishing concrete. Cure unformed surfaces, including floors and slabs, concrete floor toppings, and other surfaces.
- D. Cure concrete according to ACI 308.1, by one or a combination of the following methods:
 - 1. Moisture Curing: Keep surfaces continuously moist for not less than seven days with the following materials:
 - a. Water.
 - b. Continuous water-fog spray.
 - c. Absorptive cover, water saturated, and kept continuously wet. Cover concrete surfaces and edges with 12-inch (300-mm) lap over adjacent absorptive covers.
 - 2. Curing Compound: Apply uniformly in continuous operation by power spray or roller according to manufacturer's written instructions. Recoat areas subjected to heavy rainfall within three hours after initial application. Maintain continuity of coating and repair damage during curing period.

3.10 JOINT FILLING

- A. Prepare, clean, and install joint filler according to manufacturer's written instructions.
 - 1. Defer joint filling until concrete has aged at least one month. Do not fill joints until construction traffic has permanently ceased.
- B. Remove dirt, debris, saw cuttings, curing compounds, and sealers from joints; leave contact faces of joints clean and dry.

3.11 CONCRETE SURFACE REPAIRS

- A. Defective Concrete: Repair and patch defective areas when approved by Engineer. Remove and replace concrete that cannot be repaired and patched to Engineer's approval.
- B. Patching Mortar: Mix dry-pack patching mortar, consisting of 1 part portland cement to 2-1/2 parts fine aggregate passing a No. 16 (1.18-mm) sieve, using only enough water for handling and placing.
- C. Repairing Formed Surfaces: Surface defects include color and texture irregularities, cracks, spalls, air bubbles, honeycombs, rock pockets, fins and other projections on the surface, and stains and other discolorations that cannot be removed by cleaning.
 - 1. Immediately after form removal, cut out honeycombs, rock pockets, and voids more than 1/2 inch (13 mm) in any dimension to solid concrete. Limit cut depth to 3/4 inch (19 mm). Make edges of cuts perpendicular to concrete surface. Clean, dampen with water, and brush-coat holes and voids with bonding agent. Fill and compact with patching mortar before bonding agent has dried. Fill form-tie voids with patching mortar or cone plugs secured in place with bonding agent.
- D. Perform structural repairs of concrete, subject to Engineer's approval, using epoxy adhesive and patching mortar.
- E. Repair materials and installation not specified above may be used, subject to Engineer's approval.

FIELD QUALITY CONTROL

3.12

- A. Testing Agency: Engage a qualified testing and inspecting agency to perform tests and inspections and to submit reports.
- B. Concrete Tests: Testing of composite samples of fresh concrete obtained according to ASTM C 172/C 172M shall be performed according to the following requirements:
 - 1. Testing Frequency: Obtain one composite sample for each day's pour of each concrete mixture exceeding 5 cu. yd. (4 cu. m), but less than 25 cu. yd. (19 cu. m), plus one set for each additional 50 cu. yd. (38 cu. m) or fraction thereof.
 - 2. Slump: ASTM C 143/C 143M; one test at point of placement for each composite sample, but not less than one test for each day's pour of each concrete mixture. Perform additional tests when concrete consistency appears to change.
 - 3. Air Content: ASTM C 231/C 231M, pressure method, for normal-weight concrete; one test for each composite sample, but not less than one test for each day's pour of each concrete mixture.
 - 4. Concrete Temperature: ASTM C 1064/C 1064M; one test hourly when air temperature is 40 deg F (4.4 deg C) and below or 80 deg F (27 deg C) and above, and one test for each composite sample.
 - 5. Unit Weight: ASTM C 567/C 567M; one test for each composite sample, but not less than one test for each day's pour of each concrete mixture.

6. Compression Test Specimens: ASTM C 31/C 31M.
 - a. Cast and field cure two sets of two standard cylinder specimens for each composite sample.
7. Compressive-Strength Tests: ASTM C 39/C 39M; test one set of two laboratory-cured specimens at 7 days and one set of two specimens at 28 days.
 - a. Test one set of two field-cured specimens at 7 days and one set of two specimens at 28 days.
 - b. A compressive-strength test shall be the average compressive strength from a set of two specimens obtained from same composite sample and tested at age indicated.
8. When strength of field-cured cylinders is less than 85 percent of companion laboratory-cured cylinders, Contractor shall evaluate operations and provide corrective procedures for protecting and curing in-place concrete.
9. Strength of each concrete mixture will be satisfactory if every average of any three consecutive compressive-strength tests equals or exceeds specified compressive strength and no compressive-strength test value falls below specified compressive strength by more than 500 psi (3.4 MPa).
10. Test results shall be reported in writing to Engineer, concrete manufacturer, and Contractor within 48 hours of testing. Reports of compressive-strength tests shall contain Project identification name and number, date of concrete placement, name of concrete testing and inspecting agency, location of concrete batch in Work, design compressive strength at 28 days, concrete mixture proportions and materials, compressive breaking strength, and type of break for both 7- and 28-day tests.
11. Nondestructive Testing: Impact hammer, sonoscope, or other nondestructive device may be permitted by Engineer but will not be used as sole basis for approval or rejection of concrete.
12. Additional Tests: Testing and inspecting agency shall make additional tests of concrete when test results indicate that slump, air entrainment, compressive strengths, or other requirements have not been met, as directed by Engineer. Testing and inspecting agency may conduct tests to determine adequacy of concrete by cored cylinders complying with ASTM C 42/C 42M or by other methods as directed by Engineer.
13. Additional testing and inspecting, at Contractor's expense, will be performed to determine compliance of replaced or additional work with specified requirements.
14. Correct deficiencies in the Work that test reports and inspections indicate do not comply with the Contract Documents.

END OF SECTION 033000

SECTION 311000 - SITE CLEARING

PART 1 -GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:

1. Protecting existing vegetation to remain.
2. Removing existing vegetation.
3. Clearing and grubbing.
4. Removing above- and below-grade site improvements.
5. Disconnecting, capping or sealing, and **removing site utilities and abandoning site utilities in place.**
6. Temporary erosion and sedimentation control.

1.3 DEFINITIONS

- A. Subsoil: Soil beneath the level of subgrade; soil beneath the topsoil layers of a naturally occurring soil profile, typified by less than 1 percent organic matter and few soil organisms.
- B. Surface Soil: Soil that is present at the top layer of the existing soil profile. In undisturbed areas, surface soil is typically called "topsoil," but in disturbed areas such as urban environments the surface soil can be subsoil.
- C. Topsoil: Top layer of the soil profile consisting of existing native surface topsoil or existing in-place surface soil; the zone where plant roots grow.
- D. Plant-Protection Zone: Area surrounding individual trees, groups of trees, shrubs, or other vegetation to be protected during construction and indicated on Drawings.
- E. Vegetation: Trees, shrubs, groundcovers, grass, and other plants.

1.4 MATERIAL OWNERSHIP

- A. Except for materials indicated to be stockpiled or otherwise remain Owner's property, cleared materials shall become Contractor's property and shall be removed from Project site.

1.5 INFORMATIONAL SUBMITTALS

- A. Existing Conditions: Documentation of existing trees and plantings, adjoining construction, and site improvements that establishes preconstruction conditions that might be misconstrued as damage caused by site clearing.
 - 1. Use sufficiently detailed photographs or video recordings.
 - 2. Include plans and notations to indicate specific wounds and damage conditions of each tree or other plant designated to remain.
- B. Burning: Documentation of compliance with burning requirements and permitting of authorities having jurisdiction. Identify location(s) and conditions under which burning will be performed.

1.6 FIELD CONDITIONS

- A. Traffic: Minimize interference with adjoining roads, streets, walks, and other adjacent occupied or used facilities during site-clearing operations.
 - 1. Do not close or obstruct streets, alks, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction.
 - 2. Provide alternate routes around closed or obstructed trafficways if required by Owner or authorities having jurisdiction.
- B. Improvements on Adjoining Property: Authority for performing site clearing indicated on property adjoining Owner's property will be obtained by Owner before award of Contract.
 - 1. Do not proceed with work on adjoining property until directed by Engineer.
- C. Salvageable Improvements: Carefully remove items indicated to be salvaged and store on Owner's premises.
- D. Utility Locator Service: Notify **utility locator service** for area where Project is located before site clearing.
- E. Do not commence site clearing operations until temporary erosion- and sedimentation-control measures are in place.

PART 2-PRODUCTS

2.1 MATERIALS

- A. Satisfactory Soil Material: Requirements for satisfactory soil material are specified m Section 312000 "Earth Moving."
 - I Obtain approved borrow soil material off-site when satisfactory soil material is not available on-site.

PART 3 -EXECUTION

3.1 PREPARATION

- A. Protect and maintain benchmarks and survey control points from disturbance during construction.
- B. Protect existing site improvements to remain from damage during construction.
 - I. Restore damaged improvements to their original condition, as acceptable to Owner.

3.2 TEMPORARY EROSION AND SEDIMENTATION CONTROL

- A. Provide temporary erosion- and sedimentation-control measures to prevent soil erosion and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways, according to erosion- and sedimentation-control Drawings and requirements of authorities having jurisdiction.
- B. Verify that flows of water redirected from construction areas or generated by construction activity do not enter or cross protection zones.
- C. Inspect, maintain, and repair erosion- and sedimentation-control measures during construction until permanent vegetation has been established.
- D. Remove erosion and sedimentation controls, and restore and stabilize areas disturbed during removal.

3.3 TREE AND PLANT PROTECTION

- A. Repair or replace trees, shrubs, and other vegetation indicated to remain or be relocated that are damaged by construction operations.

3.4 EXISTING UTILITIES

- A. Owner will arrange for disconnecting and sealing indicated utilities that serve existing structures before site clearing, when requested by Contractor.
 - I. Verify that utilities have been disconnected and capped before proceeding with site clearing.
- B. Locate, identify, disconnect, and seal or cap utilities indicated to be removed **or abandoned in place**.
 - I. Arrange with utility companies to shut off indicated utilities.
 - 2. Owner will arrange to shut off indicated utilities when requested by Contractor.
- C. Locate, identify, and disconnect utilities indicated to be abandoned in place.

- D. Interrupting Existing Utilities: Do not interrupt utilities serving facilities occupied by Owner or others, unless permitted under the following conditions and then only after arranging to provide temporary utility services according to requirements indicated:
 - 1. Notify Engineer not less than **two (2)** days in advance of proposed utility interruptions.
 - 2. Do not proceed with utility interruptions without Engineer's written permission.
- E. Excavate for and remove underground utilities indicated to be removed.
- F. Removal of underground utilities is included in earthwork sections; in applicable fire suppression, plumbing, HVAC, electrical, communications, electronic safety and security, and utilities sections; and in Section 024116 "Structure Demolition" and Section 024119 "Selective Demolition."

3.5 CLEARING AND GRUBBING

- A. Remove obstructions, trees, shrubs, and other vegetation to permit installation of new construction.
 - 1. Do not remove trees, shrubs, and other vegetation indicated to remain or to be relocated.
 - 2. Grind down stumps and remove roots larger than **2 inches (50 mm)** in diameter, obstructions, and debris to a depth of **18 inches (450 mm)** below exposed subgrade.
 - 3. Use only hand methods or air spade for grubbing within protection zones.
 - 4. Chip removed tree branches and **dispose of off-site.**
- B. Fill depressions caused by clearing and grubbing operations with satisfactory soil material unless further excavation or earthwork is indicated.
 - I. Place fill material in horizontal layers not exceeding a loose depth of 8 inches (200 mm), and compact each layer to a density equal to adjacent original ground.

3.6 SITE IMPROVEMENTS

- A. Remove existing above- and below-grade improvements as indicated and necessary to facilitate new construction.
- B. Remove slabs, paving, curbs, gutters, and aggregate base as indicated.
 - 1. Unless existing full-depth joints coincide with line of demolition, neatly saw-cut along line of existing pavement to remain before removing adjacent existing pavement. Saw-cut faces vertically.
 - 2. Paint cut ends of steel reinforcement in concrete to remain with two coats of antirust coating, following coating manufacturer's written instructions. Keep paint off surfaces that will remain exposed.

3.7 DISPOSAL OF SURPLUS AND WASTE MATERIALS

- A. Remove surplus soil material, unsuitable topsoil, obstructions, demolished materials, and waste materials including trash and debris, and legally dispose of them off Owner's property.

- B. Burning tree, shrub, and other vegetation waste is permitted according to burning requirements and permitting of authorities having jurisdiction. Control such burning to produce the least smoke or air pollutants and minimum annoyance to surrounding properties. Burning of other waste and debris is prohibited.

END OF SECTION 311000

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SECTION 312000- EARTHWORK

PART 1 -GENERAL

1.1 SCOPE OF WORK

- A. Provide all materials, labor, equipment and services necessary to do all clearing and grubbing, excavation, backfilling, providing of additional fill material and topsoil, control of surface drainage and ground water, finished site grading and erosion control required to construct the work as shown.

1.2 RELATED WORK SPECIFIED ELSEWHERE

- A. State and local code requirements shall control the disposal of trees and shrubs.
- B. All burning shall be controlled by applicable local regulations.
- C. Erosion and Sedimentation Control: Section 312500

1.3 JOB CONDITIONS

- A. Weather: Earthwork operations shall be suspended at any time when satisfactory results cannot be obtained on account of rain, snow, ice, drought or other adverse weather conditions.
- B. Existing Utilities: Prior to commencement of work, the Contractor shall locate existing underground utilities in areas of the work. If utilities are to remain in place, provide adequate means of protection during earthwork operations.
- C. Use of Explosives: The Contractor (or any of his Subcontractors) shall not bring explosives onto site or use in work without prior written permission from the Owner. All activities involving explosives shall be in compliance with the rules and regulations of the State Department of Mines, and Minerals, Division of Explosives and Blasting. Contractor is solely responsible for handling, storage, and use of explosive materials when their use is permitted.
- D. Protection of Persons and Property:
 - 1. Barricade open excavations occurring as part of this work and post with warning lights.
 - a. Operate warning lights as recommended by authorities having jurisdiction.
 - b. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earthwork operations.
- E. Dust Control: Use all means necessary to control dust on or near the project site where such dust is caused by the Contractor's operations or directly results from conditions left by the Contractor.

1.4 UTILITY LINE ACTIVITIES COVERED UNDER NATIONWIDE PERMIT# 12

All activities involving utility line construction covered under NATIONWIDE PERMIT # 12 shall meet the following conditions:

- A. The general Water Quality Certification is limited to the crossing of intermittent and perennial streams by utility lines.
- B. The construction of permanent or temporary access roads will impact less than 300 linear feet of intermittent and perennial streams and less than one acre of jurisdictional wetlands.
- C. Utility lines shall be located at least 50 feet away from a stream which appears as a blue line on a USGA 7 ½ minute topographic map except where the utility line alignment crosses the stream. Utility lines that cross streams shall be constructed by methods that maintain normal stream flow and allow for a dry excavation. Water pumped from the excavation shall be contained and allowed to settle prior to re-entering the stream. Excavation equipment and vehicles shall operate outside of the flowing portion of the stream. Spoil material from the utility line excavation shall not be allowed to enter the flowing portion of the stream.
- D. The activities shall not result in any permanent changes in preconstruction elevation contours in waters or wetlands or stream dimension, pattern or profile.
- E. Utility line construction projects through jurisdictional wetlands shall not result in conversion of the area to non-wetland status.
- F. Measures shall be taken to prevent or control spills of fuels, lubricants, or other toxic materials used in construction from entering the watercourse.
- G. Removal of riparian vegetation in the utility line right-of-way shall be limited to that necessary for equipment access. Effective erosion and sedimentation control measures must be employed at all times during the project to prevent degradation of waters of the Commonwealth. Site regarding and reseeded will be accomplished within 14 days after disturbance.
- H. To the maximum extent practicable, all in stream work under this certification shall be performed during low flow.
- I. Heavy equipment, e.g. bulldozers, backhoes, draglines, etc., if required for this project, should not be used or operated within the stream channel. In those instances where such in stream work is unavoidable, then it shall be performed in such a manner and duration as to minimize turbidity and disturbance to substrates and bank or riparian vegetation.
- J. Any fill shall be of such composition that it will not adversely affect the biological, chemical, or physical properties of the receiving waters and/or cause violations of water quality standards. If riprap is utilized, it is to be of such weight and size that bank stress or slump conditions will not be created because of its placement.
- K. Removal of existing riparian vegetation should be restricted to the minimum necessary for project construction.
- L. Should evidence of stream pollution or jurisdictional wetland impairment and/or violations of water quality standards occur as a result of this activity (either from a spill or other forms of

water pollution), the Kentucky Division of Water shall be notified immediately by calling 800/928-2380.

PART 2- PRODUCTS

2.1 SOIL MATERIALS

A. Definitions:

1. Satisfactory soil materials are defined as those complying with ASTM D2487 soil classification groups GW, GP, GM, SM, SW, SP, GC, SC, ML, and CL.
2. Unsatisfactory soil materials are defined as those complying with ASTM D2487 soil classification groups MH, CH, OL, OH and PT. The Contractor shall notify the Engineer if these soil materials are encountered.
3. Subbase Material: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, crushed slag, natural or crushed sand.
4. Drainage Fill: Washed, evenly graded mixture of crushed stone, or uncrushed gravel, with 100 percent passing a 1/2 inch sieve and not more than 5 percent passing a No. 4 sieve.
5. Backfill and Fill Materials: Satisfactory soil materials free of debris, waste, frozen materials, vegetable, and other deleterious matter.

PART 3 -EXECUTION

3.1 CLEARING AND GRUBBING

- A. Work shall consist of cutting and removing designated trees, stumps, brush, logs, removal of fences, or other loose and projecting material. Unless otherwise specified, it shall also include the grubbing of stumps, roots, and other natural obstructions which, in the opinion of the Engineer, must be removed to execute properly the construction work and operate properly the facility upon the completion of construction.
- B. Trees, bushes, and all natural vegetation shall only be removed with the approval of the Engineer. No cleared or grubbed materials shall be used in backfills or embankment fills. All stumps, roots, and other objectionable material shall be grubbed up so that no roots larger than 3 inches in diameter remain less than 18 inches below the ground surface. All holes and depressions left by grubbing operations shall be filled with suitable material and compacted to grade, as recommended in Paragraph 3.6.
- C. Disposal shall be by burning or other methods satisfactory to the Engineer; however, burning will be permitted only when the Contractor has obtained written permission from the local regulatory agency.
- D. The Contractor shall also remove from the site and satisfactorily dispose of all miscellaneous rubbish including, but not limited to, masonry, scrap metal, rock, pavement, etc., that is under the fill or to be removed as shown on the Drawings, specified herein, or directed by the Engineer.

- E. Existing improvements, adjacent property, utility and other facilities, and trees, plants, and brush that are not to be removed shall be protected from injury or damage resulting from the Contractor's operations.
- F. Trees and shrubs, designated to remain or that are beyond the clearing and grubbing limit, which are injured or damaged during construction operations shall be treated or replaced at the Contractor's expense by experienced tree surgery personnel.

3.2 EROSION CONTROL

- A. Temporary measures shall be applied throughout the construction period to control and to minimize siltation to adjacent properties and waterways. Such measures shall include, but not be limited to, the use of berms, silt barriers, gravel or crushed stone, mulch, slope drains and other methods.
- B. These temporary measures shall be applied to erodible material exposed by any activity associated with the construction of this project.
- C. Refer to Section 31 25 00, Erosion and Sedimentation Control for requirements.

3.3 EXCAVATION

- A. Excavation of every description and of whatever substances encountered within the grading limits of the project shall be performed to the lines and grades indicated on the Drawings. All excavation shall be performed in the manner and sequence as required for the work.
- B. All excavated materials that meet the requirements for fill, subgrades or backfill shall be stockpiled within the site for use as fill or backfill, or for providing the final site grades. Where practicable, suitable excavated material shall be transported directly to any place in the fill areas within the limits of the work. All excavated materials that are not suitable for fill, and any surplus of excavated material that is not required for fill shall be disposed of by the Contractor.
- C. The site shall be kept free of surface water at all times. The Contractor shall install drainage ditches, dikes and shall perform all pumping and other work necessary to divert or remove rainfall and all other accumulations of surface water from the excavations. The diversion and removal of surface water shall be performed in a manner that will prevent flooding and/or damage to other locations within the construction area where it may be detrimental. The Contractor shall provide, install and operate sufficient trenches, sumps, pumps, hose piping, well points, deep wells, etc., necessary to depress and maintain the ground water level at least two (2) feet below the base of the excavation during all stages of construction operations. The ground water table shall be lowered in advance of excavation and maintained a minimum of two (2) feet below the lowest excavation subgrade made until the excavation is backfilled or the structure has sufficient strength and weight to withstand horizontal and vertical soil and water pressures from natural ground water.
- D. Excavations for concrete structural slabs on grade shall extend two (2) feet below the indicated bottom of slabs. The over-excavation shall be backfilled with 18 inches, compacted thickness, of over lot fill material or suitable material as herein specified. The remaining six (6) inches of over-excavation shall be backfilled with porous fill material. The porous fill layer shall extend

beyond the limits of the concrete slab a minimum of two (2) feet on all sides as indicated on the Drawings. The porous fill shall be crushed stone or gravel and shall have the following U.S. Standard Sieve gradation:

Sieve	1-1/2	1	3/4	1/2	3/8
% Passing	Min 100	95±5	58±17	Max 15	Max5

- E. Excavations for the construction shall be carefully made to the depths required. Bottoms for footings and grade beams shall be level, clean and clear of loose material, the lower sections true to size. Bottoms of footings and grade beams, in all locations, shall be at a minimum depth of 30 inches below adjacent exterior finished grade or 30 inches below adjacent existing grade, whichever is lower, whether so indicated or not. Footings and grade beam bottoms shall be inspected by the Engineer before any concrete is placed thereon.
- F. In excavations for structures where, in the opinion of the Engineer, the ground is spongy or otherwise unsuitable for the contemplated foundation, the Contractor shall remove such unsuitable material and replace it with suitable material properly compacted.
- G. Sheet piling and shoring shall be provided as necessary for the protection of the work and for the safety of the personnel. The clearances and types of the temporary structures, insofar as they affect the character of the finished work, will be subject to the review of the Engineer, but the Contractor shall be responsible for the adequacy of all sheet piling, bracing and cofferdamming. All shoring, bracing and sheet piling shall be removed as the excavations are backfilled in a manner such as to prevent injurious caving; or, if so directed by the Engineer, shall be left in place. Sheet piling left in place shall be cut off 18 inches below the surface.
- H. Excavation for structures which have been carried below the depths indicated without specific instructions shall be refilled to the proper grade with suitable material properly compacted, except that in excavation for columns, walls or footings, the concrete footings shall extend to this lower depth. All work of this nature shall be at the Contractor's expense.

3.4 FILL

- A. All existing fill below structures and paved areas must be stripped. The upper six (6) inches of the natural subgrade below shall be scarified and recompact at optimum moisture to at least ninety-five percent (95%) of Standard Proctor Density ASTM D 698 (latest revision).
- B. All vegetation, such as roots, brush, heavy sods, heavy growth of grass and all decayed vegetable matter, rubbish and other unsuitable material within the area upon which fill is to be placed shall be stripped or otherwise removed before the fill is started. In no case will such objectionable material be allowed to remain in or under the fill area. Existing fill from excavated areas on site shall be used as fill for open and/or planted areas. Additional fill stockpiled at the site can be used for structural fill if approved by the Engineer. Any additional material necessary for establishing the indicated grades shall be furnished by the Contractor and approved by the Engineer. All fill material shall be free from trash, roots and other organic material. The best material to be used in fill shall be reserved for backfilling pipe lines and for finishing and dressing the surface. Material larger than 3 inches maximum dimension shall not be permitted in the upper 6 inches of the fill area. Fill material shall be placed in successive layers and thoroughly tamped or rolled in a manner approved by the Engineer, each layer being moistened or dried such that the specified degree of compaction shall be obtained. No fill shall

be placed or compacted in a frozen condition or on top of frozen material. No fill material shall be placed when free water is standing on the surface of the area where the fill is to be placed and no compaction of fill will be permitted with free water on any point of the surface of the fill to be compacted.

- C. Where concrete slabs are placed on earth, all loam and organic or other unsuitable material shall be removed. Where fill is required to raise the subgrade for concrete slabs to the elevations as indicated on the Drawings or as required by the Engineer, such fill shall consist of suitable material and shall be placed in layers. Each layer shall be moistened or dried such that the specified degree of compaction shall be obtained. All compaction shall be accomplished in a manner and with equipment as approved by the Engineer. When the subgrade is part fill and part excavation or natural ground, the excavated or natural ground portion shall be scarified to a depth of 12 inches and compacted as specified for adjacent fill.

3.5 BACKFILLING

- A. After completion of footings, grade beams and other construction below the elevation of the final grades and prior to backfilling, all forms shall be removed and the excavation shall be cleaned of all trash and debris. Material for backfilling shall be as specified for suitable material, placed and compacted as specified hereinafter. Backfill shall be placed in horizontal layers of the thickness specified and shall have a moisture content such that the required degree of compaction is obtained. Each layer shall be compacted by mechanical tampers or by other suitable equipment approved by the Engineer to the specified density. Special care shall be taken to prevent wedging action or eccentric loading upon or against the structure. Trucks and machinery used for grading shall not be allowed within 45 degrees above the bottom of the footings or grade beams.
- B. The trenches shall be backfilled following visual inspection by the Engineer and prior to pressure testing. The trenches shall be carefully backfilled with the excavated materials approved for backfilling, or other suitable materials, free from large clods of earth or stones. Each layer shall be compacted to a density at least equal to that of the surrounding earth and in such a manner as to permit the rolling and compaction of the filled trench with the adjoining earth to provide the required bearing value, so that paving, if required, can proceed immediately after backfilling is completed.

3.6 COMPACTION

- A. Suitable material as hereinbefore specified shall be placed in maximum 8" horizontal layers. Compaction shall be performed by rolling with approved tamping rollers, pneumatic-tired rollers, three wheel power rollers or other approved equipment. The degree of compaction required is expressed as a percentage of the maximum dry density obtained by the test procedure presented in ASTM D-698. Laboratory moisture density tests shall be performed on all fill material. Material shall be moistened or aerated as necessary to provide the moisture content that will readily facilitate obtaining the specified compaction. Compaction requirements shall be as specified below:

<u>Fill Utilized For</u>	<u>Required Density (%)</u>	<u>Maximum Permissible Lift Thickness As Compacted, Inches</u>
Backfill & Utility Trenches Under Foundations & Pavements	95-100	8
Backfill Around Structures	95-100	8
Field and Utility Trench Backfill Under Sidewalks and Open Areas	90-100	8

- B. Field density tests shall be performed in sufficient number to insure that the specified density is being obtained. Tests shall be in accordance with ASTM Standards D 1556 or D 2922/D 3017 and shall be performed as authorized by the Engineer. Payment for field density tests shall be by the Contractor. Contractor shall provide suitable notification for coordination of testing. Delays due to the lack of adequate advance notification shall be the responsibility of the Contractor.

3.7 SITE GRADING

- A. Where indicated or directed, topsoil shall be removed without contamination with subsoil and spread on areas already graded and prepared for topsoil, or transported and stockpiled convenient to areas for later application, or at locations specified. Topsoil shall be stripped to full depth and, when stored, shall be kept separate from other excavated materials and piled free of roots, stones, and other undesirable materials.
- B. Following stripping, fill areas shall be scarified to a minimum depth of six (6) inches to provide bond between existing ground and the fill material. Material should be placed in successive horizontal layers not exceeding twelve (12) inches uncompacted thickness. In general, layers shall be placed approximately parallel to the finished grade line.
- C. In general and unless otherwise specified, the Contractor may use any type of earth moving equipment he has at his disposal, provided such equipment is in satisfactory condition and of such type and capacity that the work may be accomplished properly and the grading schedule maintained. During construction, the Contractor shall route equipment at all times, both when loaded and empty, over the layers as they are placed, and shall distribute the travel evenly over the entire area.
- D. The material in the layers shall be of the proper moisture content before rolling or tamping to obtain the prescribed compaction. Wetting or drying throughout the layer shall be required. Should the material be too wet to permit proper compaction or rolling, all work on the fill thus affected shall be delayed until the material has dried to the required moisture content. If the material is too dry, it shall be sprinkled with water and manipulated to obtain the uniform moisture content required throughout a layer before it is compacted.
- E. Each layer of the fill shall be compacted by rolling or tamping to the standard specified in Paragraph 3.06 and not less than 90% maximum density at optimum moisture content as determined by field density tests made by the Standard Proctor method. In general and unless otherwise specified, the Contractor may use any type of compaction equipment such as sheepfoot rollers, pneumatic rollers, smooth rollers and other such equipment he has at his

disposal provided such equipment is in satisfactory condition and is of such design, type, size, weight and quantity to obtain the required density in the embankment. If at any time the required density is not being obtained with the equipment then in use by the Contractor, the Engineer may require that different and/or additional compaction equipment be obtained and placed in use at once to obtain the required compaction.

- F. The Contractor shall be responsible for the stability of all embankments and shall replace any portion which, in the opinion of the Engineer, has become displaced due to carelessness or negligence on the part of the Contractor.

3.8 TOPSOIL

- A. Provide all labor, materials, equipment and services required for furnishing and placing topsoil. Samples of topsoil shall be submitted to the Engineer for review before topsoil is placed. The material shall be good quality loam and shall be: fertile, friable, mellow; free from stones larger than one (1) inch, excessive gravel, junk metal, glass, wood, plastic articles, roots and shall have a liberal amount of organic matter. Light sand loam or heavy clay loam will not be acceptable.
- B. The topsoil shall be 3 inches thick in all areas to be seeded. No topsoil shall be placed until the area to be covered is excavated or filled to the required grade. Imported backfill material will be stockpiled on site for structure backfilling and top soiling.

END OF SECTION 312000

SECTION 312500 - EROSION AND SEDIMENTATION CONTROL

PART I - GENERAL

1.1 SCOPE OF WORK

- A. Furnish all labor, materials, and equipment required for erecting, maintaining and removing temporary erosion and sedimentation controls as shown on the Drawings and as specified herein and as recommended by state and local regulatory agencies.
- B. Temporary erosion controls include, but are not limited to grassing, mulching, seeding, providing erosion control and turf reinforcement mats on all disturbed surfaces including waste area surfaces and stockpile and borrow area surfaces; scheduling work to minimize erosion and providing interceptor ditches at those locations which will ensure that erosion during construction will be either eliminated or maintained within acceptable limits.
- C. Temporary sedimentation controls include, but are not limited to, silt dams, traps, barriers, and appurtenances on sloped surfaces which will ensure that sedimentation pollution will be either eliminated or maintained within acceptable limits.
- D. Contractor is responsible for providing and maintaining effective temporary erosion and sediment control measures prior to and during construction or until final controls become effective. Regardless whether an erosion control plan is required by regulation, the Contractor shall be responsible for preventing stormwater pollution from entering the Owner's drainage systems. Good Housekeeping procedures shall be implanted for spill control, materials handling and maintenance.
- E. The Contractor shall be responsible for placement of erosion and sedimentation controls. Prior to construction, the Contractor shall develop an erosion control plan and submit to the Engineer for review. Prior to excavation, fill or grade work, the Contractor shall place controls in locations required by the erosion control plan. If during the course of construction, the Engineer determines additional controls are required, the Contractor shall furnish, install and maintain additional mulching, blankets and/or sediment barriers to control erosion and sedimentation to the satisfaction of the Engineer.
- F. The Contractor shall notify the appropriate state agency before beginning construction, if required, and shall implement erosion control measures as may be required by state and federal agencies. If disturbed area is greater than one acre, Contractor shall submit a signed Notice of Intent form to the Division of Water at least 48 hours prior to beginning of construction activity.
- G. The Contractor shall inspect and repair all erosion and sedimentation controls every seven (7) days and after each rainfall of 0.5 inch or greater.
- H. Bare soil areas must be seeded, mulched, or covered after 14 days if no work will be done in the area within the next 7 days.

1.2 RELATED WORK

- A. Dewatering: Section 312319
- B. Seeding and mulching is included in "Lawns and Grasses" Section 329200
- C. Final erosion protection measures where required are included in this Section.

PART 2-PRODUCTS

2.1 EROSION CONTROL BLANKETS

- A. Erosion Control Blanket shall be made up of biodegradable and/or photodegradable products such as jute, wood fiber, coconut fiber, straw and degradable plastic netting. They shall degrade at a rate of approximately 6 months to 24 months.
- B. Erosion Control Blanket shall be installed on slopes greater than 4:1 and in all ditches and drainage channels, and where otherwise indicated on the Contract Drawings or directed by regulatory agencies.

2.2 TURF REINFORCEMENT MAT

- A. Where indicated on the Contract Drawings or as described in the Specifications, Turf Reinforcement Mat shall be installed for permanent erosion control.
- B. Turf Reinforcement Mat shall consist of top and bottom heavy weight netting and biodegradable matrix such as coconut fiber or aspen curled wood excelsior.
- C. Where slope and hydraulic conditions are severe, a synthetic matrix may be used, based on manufacturer's recommendations.

2.3 SILT FENCE

- A. Temporary Silt Fence shall consist of woven geotextile fabric attached to 2" X 2" X 48" tall hardwood stakes.
 - 1. Fabric shall be 48" tall, with top being even with top of stakes. Bottom 12" shall be buried in trench as shown on the Detail Drawings.
 - 2. Stakes shall be at 6' centers unless stated otherwise on Contract Documents.
- B. Temporary Reinforced Silt Fence
 - 1. For areas of steep slopes and high flows, where indicated on the Contract Drawings, or as directed by state or local regulations, Reinforced Silt Fence shall be installed.
 - 2. Fabric shall be woven monofilament geotextile attached to 11 gauge steel fencing of 2" X 4" grid.
 - 3. Stakes shall be 5" tall steel and shall be installed on 4' centers.

4. Fabric and fencing shall be buried in trench as shown on the Detail Drawings.
- C. Spacing of Silt Fences on slopes shall be according to the following table, or as directed by state or local regulatory agencies:

Slope Angle	Soil Type		
	Siltv	Clays	Sandy
Very Steep (1:1)	50 ft.	75 ft.	100 ft.
Steep (2:1)	75 ft.	100 ft.	125 ft.
Moderate (4:1)	100 ft.	125 ft.	150 ft.
Slight (10:1)	125 ft.	150 ft.	200 ft.

- D. If runoff flows along the uphill side of the silt fence, Contractor shall install "J-hooks" every 40 to 80 feet. These are curved sections of silt fence above the continuous fence that serve as small dams to stop and hold the flow to allow sediment to settle.

2.4 FIBER ROLLS

- A. On long slopes less than 10:1, and where indicated on the Contract Drawings or recommended by the regulatory agency, Fiber Rolls shall be installed.
- B. Fiber Rolls shall be made of wood shavings, coconut fiber or other similar material encased in heavy duty netting.
- C. Wooden stakes at 4'-0" on center shall be used to anchor the Fiber Rolls along the contours of the slope.

2.5 AGGREGATE SILT CHECKS

- A. Where needed to slow flow velocity, to cause ponding or to protect storm water inlet structures, Aggregate Silt Checks shall be installed.
- B. Aggregate Silt Checks shall consist of rock of various sizes ranging from 2" to 6" contained in or placed on geotextile filter fabric. Pea-stone or gravel-filled bags are acceptable for temporary silt checks in low-flow conditions.

2.6 RIP RAP

- A. Rip Rap shall be installed at the outlets of storm drains and on channel banks as noted on the Contract Drawings and/or recommended by state and local regulatory agencies.
- B. Rip Rap shall have no less than 80%, by volume, of individual stones that range in size from 0.0247 to 1.483 cubic feet.

2.7 CONSTRUCTION ENTRANCE PAD

- A. Contractor shall construct entrance pads at all locations where vehicles will enter or exit the site.
- B. Pad shall be a minimum of 20 feet wide, 50 feet long and 6" thick, and consist of No. 2 stone laid on top of filter fabric.

PART 3 - EXECUTION

3.1 GENERAL

- A. Erosion and sediment control practices shall be consistent with the requirements of the state and local regulatory agencies and in any case shall be adequate to prevent erosion of disturbed and/or regraded areas.
- B. Contractor is responsible for notifying the state regulatory agency concerning inclusion under the NPDES General Permit for Storm Water Discharges From Construction Activities.
- C. Gravity sewer lines and force mains that cross streams shall be constructed by methods that maintain normal stream flow and allow for a dry exaction. Water pumped from the excavation shall be contained and allowed to settle prior to reentering the stream. Excavation equipment and vehicles shall operate outside of the flowing portion of the stream. Spoil material from the sewer line excavation shall not be allowed to enter the flowing portion of the stream. The provisions of this condition shall apply to all types of utility line stream crossings.
- D. Removal of riparian vegetation in the utility line right-of-way shall be limited to that necessary for equipment access. Effective erosion and sedimentation control measures must be employed at all times during the project to prevent degradation of waters of the Commonwealth. Site regrading and reseeding will be accomplished within 14 days after disturbance.

3.2 INSTALLATION OF EROSION AND SEDIMENT CONTROL DEVICES

- A. All erosion and sediment control products and materials shall be installed per manufacturer's recommendations and in accordance with the Kentucky Erosion Prevention and Sediment Control Field Guide.
- B. Contractor shall pay special attention to the trenching-in of the bottoms of silt fence, the staking of sediment barriers, and the stapling of erosion control blankets.

3.3 MAINTENANCE OF EROSION AND SEDIMENT CONTROL DEVICES

- A. Erosion and sedimentation controls shall be inspected weekly and after rain events of 0.5 inch or greater. Replace silt fencing as needed, filter stone which is dislodged, erosion control blanket which is damaged, and make other necessary repairs.
- B. Remove sediment from fences and barriers when it accumulates to half the height of the barrier, or more often as needed.

3.4 CLEANUP

- A. Upon completion of the project and/or establishment of satisfactory turf, vegetation or permanent erosion control structures, Contractor shall remove all temporary devices and properly dispose of such.

END OF SECTION 312500

SECTION 321313 - CONCRETE PAVING

PART 1 -GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes Concrete Paving, including the Following:
 - 1. Driveways.
 - 2. Curbs and gutters.
 - 3. Walks.
- B. Related Requirements:
 - 1. Section 033000 "Cast-in-Place Concrete".
 - 2. Section 321373 "Concrete Paving Joint Sealants" for joint sealants in expansion and contraction joints within concrete paving and in joints between concrete paving and asphalt paving or adjacent construction.
 - 3. Section 321726 "Tactile Warning Surfacing" for detectable warning [tiles] [mats] [and] [pavers].

1.3 DEFINITIONS

- A. Cementitious Materials: Portland cement alone or in combination with one or more of blended hydraulic cement, fly ash, slag cement, and other pozzolans.
- B. W/C Ratio: The ratio by weight of water to cementitious materials.

1.4 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Design Mixtures: For each concrete paving mixture. Include alternate design mixtures when characteristics of materials, Project conditions, weather, test results, or other circumstances warrant adjustments.

1.5 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For qualified ready-mix concrete manufacturer and testing agency.

B. Material Certificates: For the following, from manufacturer:

1. Cementitious materials.
2. Steel reinforcement and reinforcement accessories.
3. Admixtures.
4. Curing compounds.
5. Applied finish materials.
6. Bonding agent or epoxy adhesive.
7. Joint fillers.

C. Field quality-control reports.

1.6 QUALITY ASSURANCE

A. Ready-Mix-Concrete Manufacturer Qualifications: A firm experienced in manufacturing ready-mixed concrete products and that complies with ASTM C94/C94M requirements for production facilities and equipment.

- I. Manufacturer certified according to NRMCA's "Certification of Ready Mixed Concrete Production Facilities" (Quality Control Manual - Section 3, "Plant Certification Checklist").

B. Testing Agency Qualifications: Qualified according to ASTM C1077 and ASTM E329 for testing indicated.

1. Personnel conducting field tests shall be qualified as ACI Concrete Field Testing Technician, Grade I, according to ACI CP-1 or an equivalent certification program.

1.7 FIELD CONDITIONS

A. Traffic Control: Maintain access for vehicular and pedestrian traffic as required for other construction activities.

B. Cold-Weather Concrete Placement: Protect concrete work from physical damage or reduced strength that could be caused by frost, freezing, or low temperatures. Comply with ACI 306.1 and the following:

1. When air temperature has fallen to or is expected to fall below 40 deg F (4.4 deg C), uniformly heat water and aggregates before mixing to obtain a concrete mixture temperature of not less than 50 deg F (10 deg C) and not more than 80 deg F (27 deg C) at point of placement.
2. Do not use frozen materials or materials containing ice or snow.
3. Do not use calcium chloride, salt, or other materials containing antifreeze agents or chemical accelerators unless otherwise specified and approved in design mixtures.

C. Hot-Weather Concrete Placement: Comply with ACI 301 (ACI 301M) and as follows when hot-weather conditions exist:

1. Cool ingredients before mixing to maintain concrete temperature below 90 deg F (32 deg C) at time of placement. Chilled mixing water or chopped ice may be used to control temperature, provided water equivalent of ice is calculated in total amount of mixing water. Using liquid nitrogen to cool concrete is Contractor's option.
2. Cover steel reinforcement with water-soaked burlap, so steel temperature will not exceed ambient air temperature immediately before embedding in concrete.
3. Fog-spray forms[, steel reinforcement,] and subgrade just before placing concrete. Keep subgrade moisture uniform without standing water, soft spots, or dry areas.

PART 2 - PRODUCTS

2.1 CONCRETE, GENERAL

- A. ACI Publications: Comply with ACI 301 (ACI 301M) unless otherwise indicated.

2.2 FORMS

- A. Form Materials: Plywood, metal, metal-framed plywood, or other approved panel-type materials to provide full-depth, continuous, straight, and smooth exposed surfaces.
- J. Use flexible or uniformly curved forms for curves with a radius of 100 feet (30.5 m) or less.
- B. Form-Release Agent: Commercially formulated form-release agent that will not bond with, stain, or adversely affect concrete surfaces and that will not impair subsequent treatments of concrete surfaces.

2.3 STEEL REINFORCEMENT

- A. Plain-Steel Welded-Wire Reinforcement: ASTM A1064/A1064M, fabricated from as-drawn steel wire into flat sheets.
- B. Reinforcing Bars: ASTM A615/A615M, Grade 60 (Grade 420); deformed.
- C. Plain-Steel Wire: ASTM A1064/A1064M, as drawn.
- D. Joint Dowel Bars: ASTM A615/A615M, Grade 60 (Grade 420) plain-steel bars. Cut bars true to length with ends square and free of burrs.
- E. Tie Bars: ASTM A615/A615M, Grade 60 (Grade 420); deformed.
- F. Hook Bolts: ASTM A307, Grade A (ASTM F568M, Property Class 4.6), internally and externally threaded. Design hook-bolt joint assembly to hold coupling against paving fonn and in position during concreting operations, and to permit removal without damage to concrete or hook bolt.
- G. Bar Supports: Bolsters, chairs, spacers, and other devices for spacing, supporting, and fastening reinforcing bars, welded-wire reinforcement, and dowels in place. Manufacture bar supports

according to CRSI's "Manual of Standard Practice" from steel wire, plastic, or precast concrete of greater compressive strength than concrete specified, and as follows:

- I. Equip wire bar supports with sand plates or horizontal runners where base material will not support chair legs.
2. For epoxy-coated reinforcement, use epoxy-coated or other dielectric-polymer-coated wire bar supports.

2.4 CONCRETE MATERIALS

- A. Use concrete as specified in Section 033000 - Cast-in-Place Concrete.

2.5 CURING MATERIALS

- A. Absorptive Cover: AASHTO M 182, Class 3, burlap cloth made from jute or kenaf, weighing approximately 9 oz./sq. yd. (305 g/sq. m) dry.
- B. Moisture-Retaining Cover: ASTM C1 71, polyethylene film or white burlap-polyethylene sheet.
- C. Water: Potable.
- D. Clear, Waterborne, Membrane-Forming Curing Compound: ASTM C309, Type I, Class B, dissipating.
 - I. <Double click here to find, evaluate, and insert list of manufacturers and products.>

2.6 RELATED MATERIALS

- A. Joint Fillers: ASTM D1 751, asphalt-saturated cellulosic fiber in preformed strips.
- B. Bonding Agent: ASTM C1059/C1059M, Type II, non-redispersible, acrylic emulsion or styrene butadiene.

2.7 CONCRETE MIXTURES

- A. Prepare design mixtures, proportioned according to ACI 301 (ACI 301M), for each type and strength of normal-weight concrete, and as determined by either laboratory trial mixtures or field experience.
 1. Use a qualified independent testing agency for preparing and reporting proposed concrete design mixtures for the trial batch method.
 2. When automatic machine placement is used, determine design mixtures and obtain laboratory test results that comply with or exceed requirements.

2.8 CONCRETE MIXING

- A. Ready-Mixed Concrete: Measure, batch, and mix concrete materials and concrete according to ASTM C94/C94M. Furnish batch certificates for each batch discharged and used in the Work.
 - I. When air temperature is between 85 and 90 deg F (30 and 32 deg C), reduce mixing and delivery time from 1-1/2 hours to 75 minutes; when air temperature is above 90 deg F (32 deg C), reduce mixing and delivery time to 60 minutes.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine exposed subgrades and subbase surfaces for compliance with requirements for dimensional, grading, and elevation tolerances.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Remove loose material from compacted subbase surface immediately before placing concrete.

3.3 EDGE FORMS AND SCREED CONSTRUCTION

- A. Set, brace, and secure edge forms, bulkheads, and intermediate screed guides to required lines, grades, and elevations. Install forms to allow continuous progress of work and so forms can remain in place at least 24 hours after concrete placement.
- B. Clean forms after each use and coat with form-release agent to ensure separation from concrete without damage.

3.4 STEEL REINFORCEMENT INSTALLATION

- A. General: Comply with CRSI's "Manual of Standard Practice" for fabricating, placing, and supporting reinforcement.
- B. Clean reinforcement of loose rust and mill scale, earth, ice, or other bond-reducing materials.
- C. Arrange, space, and securely tie bars and bar supports to hold reinforcement in position during concrete placement. Maintain minimum cover to reinforcement.
- D. Install welded-wire reinforcement in lengths as long as practicable. Lap adjoining pieces at least one full mesh, and lace splices with wire. Offset laps of adjoining widths to prevent continuous laps in either direction.

3.5 JOINTS

- A. General: Form construction, isolation, and contraction joints and tool edges true to line, with faces perpendicular to surface plane of concrete. Construct transverse joints at right angles to centerline unless otherwise indicated.
 - I. When joining existing paving, place transverse joints to align with previously placed joints unless otherwise indicated.
- B. Construction Joints: Set construction joints at side and end terminations of paving and at locations where paving operations are stopped for more than one-half hour unless paving terminates at isolation joints.
 - 1. Continue steel reinforcement across construction joints unless otherwise indicated. Do not continue reinforcement through sides of paving strips unless otherwise indicated.
 - 2. Provide tie bars at sides of paving strips where indicated.
 - 3. Butt Joints: Use bonding agent at joint locations where fresh concrete is placed against hardened or partially hardened concrete surfaces.
 - 4. Keyed Joints: Provide preformed keyway-section forms or bulkhead forms with keys unless otherwise indicated. Embed keys at least 1-1/2 inches (38 mm) into concrete.
 - 5. Doweled Joints: Install dowel bars and support assemblies at joints where indicated. Lubricate or coat with asphalt one-half of dowel length to prevent concrete bonding to one side of joint.
- C. Isolation Joints: Form isolation joints of preformed joint-filler strips abutting concrete curbs, catch basins, manholes, inlets, structures, other fixed objects, and where indicated.
 - 1. Locate expansion joints at intervals of 50 feet (15.25 m) unless otherwise indicated.
 - 2. Extend joint fillers full width and depth of joint.
 - 3. Terminate joint filler not less than 1/2 inch (13 mm) or more than 1 inch (25 mm) below finished surface if joint sealant is indicated.
 - 4. Place top of joint filler flush with finished concrete surface if joint sealant is not indicated.
 - 5. Furnish joint fillers in one-piece lengths. Where more than one length is required, lace or clip joint-filler sections together.
 - 6. During concrete placement, protect top edge of joint filler with metal, plastic, or other temporary preformed cap. Remove protective cap after concrete has been placed on both sides of joint.
- D. Contraction Joints: Form weakened-plane contraction joints, sectioning concrete into areas as indicated. Construct contraction joints for a depth equal to at least one-fourth of the concrete thickness, as follows[, to match jointing of existing adjacent concrete paving]:
 - 1. Grooved Joints: Form contraction joints after initial floating by grooving and finishing each edge of joint with grooving tool to a 1/4-inch (6-mm) radius. Repeat grooving of contraction joints after applying surface finishes. Eliminate grooving-tool marks on concrete surfaces.
 - a. Tolerance: Ensure that grooved joints are within 3 inches (75 mm) either way from centers of dowels.

- 2. Doweled Contraction Joints: Install dowel bars and support assemblies at joints where indicated. Lubricate or coat with asphalt one-half of dowel length to prevent concrete bonding to one side of joint.
- E. Edging: After initial floating, tool edges of paving, gutters, curbs, and joints in concrete with an edging tool to a 1/4-inch (6-mm) radius. Repeat tooling of edges after applying surface finishes. Eliminate edging-tool marks on concrete surfaces.

3.6 CONCRETE PLACEMENT

- A. Before placing concrete, inspect and complete formwork installation, steel reinforcement, and items to be embedded or cast-in.
- B. Remove snow, ice, or frost from subbase surface and steel reinforcement before placing concrete. Do not place concrete on frozen surfaces.
- C. Moisten subbase to provide a uniform dampened condition at time concrete is placed. Do not place concrete around manholes or other structures until they are at required finish elevation and alignment.
- D. Comply with ACI 301 (ACI 301M) requirements for measuring, mixing, transporting, and placing concrete.
- E. Do not add water to concrete during delivery or at Project site. Do not add water to fresh concrete after testing.
- F. Deposit and spread concrete in a continuous operation between transverse joints. Do not push or drag concrete into place or use vibrators to move concrete into place.
- G. Consolidate concrete according to ACI 301 (ACI 301M) by mechanical vibrating equipment supplemented by hand spading, rodding, or tamping.
 - 1. Consolidate concrete along face of forms and adjacent to transverse joints with an internal vibrator. Keep vibrator away from joint assemblies[, reinforcement,] or side forms. Use only square-faced shovels for hand spreading and consolidation. Consolidate with care to prevent dislocating [reinforcement] [dowels] [and] joint devices.
- H. Screed paving surface with a straightedge and strike off.
- I. Commence initial floating using bull floats or darbies to impart an open-textured and uniform surface plane before excess moisture or bleedwater appears on the surface. Do not further disturb concrete surfaces before beginning finishing operations or spreading surface treatments.
- J. Curbs and Gutters: Use design mixture for automatic machine placement. Produce curbs and gutters to required cross section, lines, grades, finish, and jointing.
- K. Slip-Form Paving: Use design mixture for automatic machine placement. Produce paving to required thickness, lines, grades, finish and jointing.
 - 1. Compact subbase and prepare subgrade of sufficient width to prevent displacement of slip-form paving machine during operations.

3.7 FLOAT FINISHING

- A. General: Do not add water to concrete surfaces during finishing operations.
- B. Float Finish: Begin the second floating operation when bleedwater sheen has disappeared and concrete surface has stiffened sufficiently to permit operations. Float surface with power-driven floats or by hand floating if area is small or inaccessible to power units. Finish surfaces to true planes. Cut down high spots and fill low spots. Refloat surface immediately to uniform granular texture.
 - 1. Medium-to-Fine-Textured Broom Finish: Draw a soft-bristle broom across float-finished concrete surface, perpendicular to line of traffic, to provide a uniform, fine-line texture.

3.8 DETECTABLE WARNING INSTALLATION

- A. Blackouts: Form blackouts in concrete for installation of detectable paving units specified in Section 321726 "Tactile Warning Surfacing."
- B. Cast-in-Place Detectable Warning Tiles: Form blackouts in concrete for installation of tiles specified in Section 321726 "Tactile Warning Surfacing." Screed surface of concrete where tiles are to be installed to elevation, so that edges of installed tiles will be flush with surrounding concrete paving. Embed tiles in fresh concrete to comply with Section 321726 "Tactile Warning Surfacing" immediately after screeding concrete surface.

3.9 CONCRETE PROTECTION AND CURING

- A. General: Protect freshly placed concrete from premature drying and excessive cold or hot temperatures.
- B. Comply with ACI 306.1 for cold-weather protection.
- C. Evaporation Retarder: Apply evaporation retarder to concrete surfaces if hot, dry, or windy conditions cause moisture loss approaching 0.2 lb/sq. ft. x h (I kg/sq. m x h) before and during finishing operations. Apply according to manufacturer's written instructions after placing, screeding, and bull floating or darbying concrete but before float finishing.
- D. Begin curing after finishing concrete but not before free water has disappeared from concrete surface.
- E. Curing Methods: Cure concrete by moisture-retaining-cover curing, or a combination of these as follows:
 - 1. Moisture-Retaining-Cover Curing: Cover concrete surfaces with moisture-retaining cover, placed in widest practicable width, with sides and ends lapped at least 12 inches (300 mm), and sealed by waterproof tape or adhesive. Immediately repair any holes or tears occurring during installation or curing period, using cover material and waterproof tape.
 - 2. Curing Compound: Apply uniformly in continuous operation by power spray or roller according to manufacturer's written instructions. Recoat areas subjected to heavy rainfall

within three hours after initial application. Maintain continuity of coating, and repair damage during curing period.

3.10 PAVING TOLERANCES

A. Comply with tolerances in ACI 117 (ACI 117M) and as follows:

1. Elevation: 3/4 inch (19 mm).
2. Thickness: Plus 3/8 inch (10 mm), minus 1/4 inch (6 mm).
3. Surface: Gap below 10-feet- (3-m-) long; unlevelled straightedge not to exceed 1/2 inch (13 mm).
4. Alignment of Tie-Bar End Relative to Line Perpendicular to Paving Edge: 1/2 inch per 12 inches (13 mm per 300 mm) of tie bar.
5. Lateral Alignment and Spacing of Dowels: 1 inch (25 mm).
6. Vertical Alignment of Dowels: 1/4 inch (6 mm).
7. Alignment of Dowel-Bar End Relative to Line Perpendicular to Paving Edge: 1/4 inch per 12 inches (6 mm per 300 mm) of dowel.
8. Joint Spacing: 3 inches (75 mm).
9. Contraction Joint Depth: Plus 1/4 inch (6 mm), no minus.
10. Joint Width: Plus 1/8 inch (3 mm), no minus.

3.11 FIELD QUALITY CONTROL

A. Testing Agency: Engage a qualified testing agency to perform tests and inspections.

B. Testing Services: Testing and inspecting of composite samples of fresh concrete obtained according to ASTM C172/C172M shall be performed according to the following requirements:

- I. Testing Frequency: Obtain at least one composite sample for each 5000 sq. ft. (465 sq. m) or fraction thereof of each concrete mixture placed each day.
 - a. When frequency of testing will provide fewer than five compressive-strength tests for each concrete mixture, testing shall be conducted from at least five randomly selected batches or from each batch if fewer than five are used.
2. Slump: ASTM C143/C143M; one test at point of placement for each composite sample, but not less than one test for each day's pour of each concrete mixture. Perform additional tests when concrete consistency appears to change.
3. Air Content: ASTM C231/C231M, pressure method; one test for each composite sample, but not less than one test for each day's pour of each concrete mixture.
4. Concrete Temperature: ASTM C1064/C1064M; one test hourly when air temperature is 40 deg F (4.4 deg C) and below and when it is 80 deg F (27 deg C) and above, and one test for each composite sample.
5. Compression Test Specimens: ASTM C31/C31M; cast and laboratory cure one set of three standard cylinder specimens for each composite sample.
6. Compressive-Strength Tests: ASTM C39/C39M; test one specimen at seven days and two specimens at 28 days.

- a. A compressive-strength test shall be the average compressive strength from two specimens obtained from same composite sample and tested at 28 days.
- C. Strength of each concrete mixture will be satisfactory if average of any three consecutive compressive-strength tests equals or exceeds specified compressive strength and no compressive-strength test value falls below specified compressive strength by more than 500 psi (3.4 MPa).
- D. Test results shall be reported in writing to Engineer, concrete manufacturer, and Contractor within 48 hours of testing. Reports of compressive-strength tests shall contain Project identification name and number, date of concrete placement, name of concrete testing and inspecting agency, location of concrete batch in Work, design compressive strength at 28 days, concrete mixture proportions and materials, compressive breaking strength, and type of break for both 7- and 28-day tests.
- E. Nondestructive Testing: Impact hammer, sonoscope, or other nondestructive device may be permitted by Engineer but will not be used as sole basis for approval or rejection of concrete.
- F. Additional Tests: Testing and inspecting agency shall make additional tests of concrete when test results indicate that slump, air entrainment, compressive strengths, or other requirements have not been met, as directed by Engineer.
- G. Concrete paving will be considered defective if it does not pass tests and inspections.
- H. Additional testing and inspecting, at Contractor's expense, will be performed to determine compliance of replaced or additional work with specified requirements.
- I. Prepare test and inspection reports.

3.12 REPAIR AND PROTECTION

- A. Remove and replace concrete paving that is broken, damaged, or defective or that does not comply with requirements in this Section. Remove work in complete sections from joint to joint unless otherwise approved by Engineer.
- B. Drill test cores, where directed by Engineer, when necessary to determine magnitude of cracks or defective areas. Fill drilled core holes in satisfactory paving areas with portland cement concrete bonded to paving with epoxy adhesive.
- C. Protect concrete paving from damage. Exclude traffic from paving for at least 14 days after placement. When construction traffic is permitted, maintain paving as clean as possible by removing surface stains and spillage of materials as they occur.
- D. Maintain concrete paving free of stains, discoloration, dirt, and other foreign material. Sweep paving not more than two days before date scheduled for Substantial Completion inspections.

END OF SECTION 321313

SECTION 322000 - DUST CONTROL

PART 1 - GENERAL

1.1 GENERAL

- A. Control all dust produced from construction activities by using water or other common control measures to best reduce the impacts.
- B. The owner has the right to stop work at any time that excessive dust poses a safety hazard to employees, pedestrians, or traffic.
- C. Provide protection and limit employee exposure to dust by best management practices.
- D. Reduced visibility to vehicle traffic from failure to control dust will result in the immediate stoppage of work.

PART 2-PRODUCTS

Not Used

PART 3-EXECUTION

Not Used

END OF SECTION 322000

SECTION 323000- PERMITS

PART I -GENERAL

1.1 GENERAL

- A. The OWNER (City of Ashland) will acquire all right-of-way permits that are necessary for work occurring on KYTC right-of-way. The CONTRACTOR shall be responsible for following all permit guidelines and traffic control measures as indicated by KYTC. The CONTRACTOR shall be responsible for proper installation of traffic control devices and construction practices, and the OWNER has the right to stop work at any time permit guidelines are not being met.
- B. If the CONTRACTOR wishes to submit and apply for their own right-of-way permits through KYTC, they shall notify the OWNER in writing and provide a copy of each permit approval for the designated work areas.
- C. The CONTRACTOR shall file and obtain an Erosion and Sediment Control Permit through the City of Ashland when applicable. The CONTRACTOR shall contact the Department of Engineering and follow their guidelines for erosion and sediment control.
- D. The CONTRACTOR shall be responsible for receiving or obtaining all other permits that are required for the work listed in this project. The CONTRACTOR shall relieve the OWNER and ENGINEER of any liability that is a result of failure to receive the proper permits.

PART 2- PRODUCTS

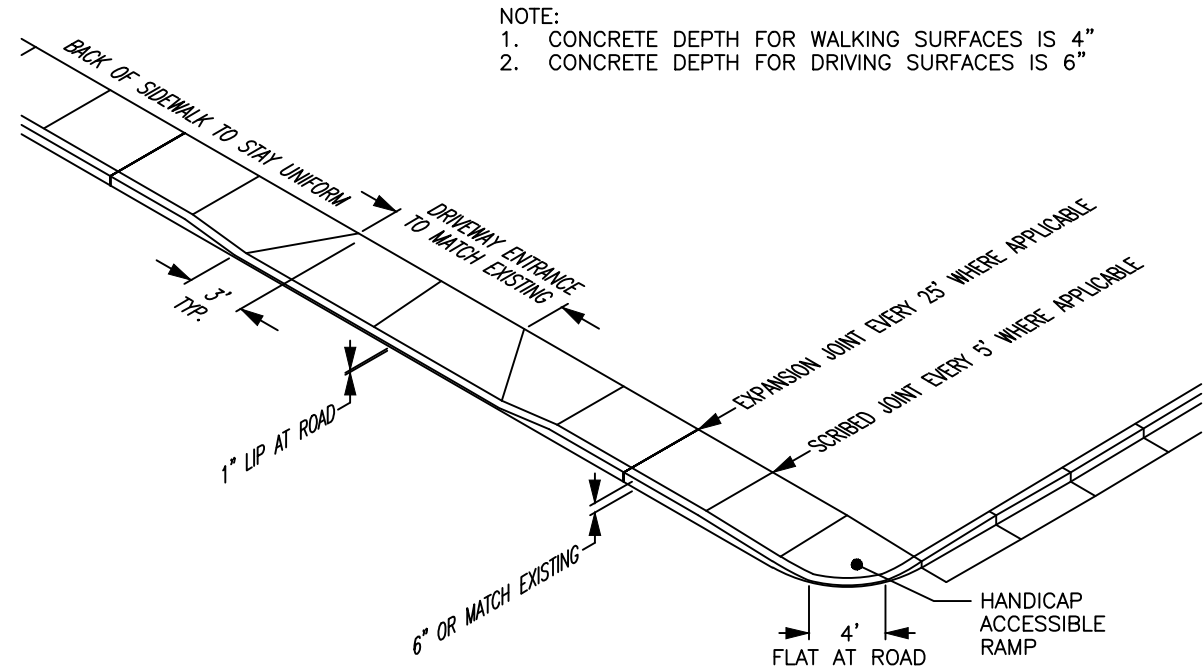
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PART 3- EXECUTION

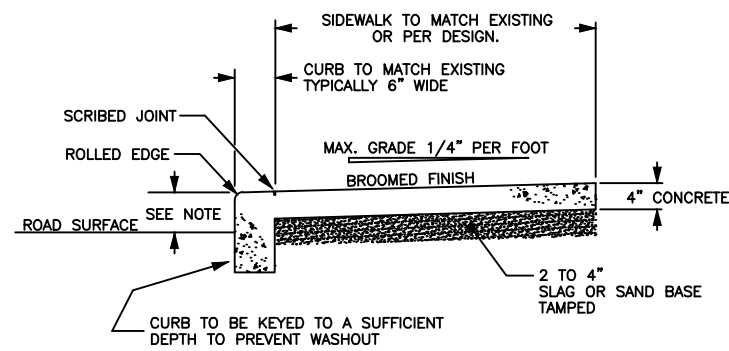
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END OF SECTION 323000

PARTS
ADDITIONAL INFORMATION

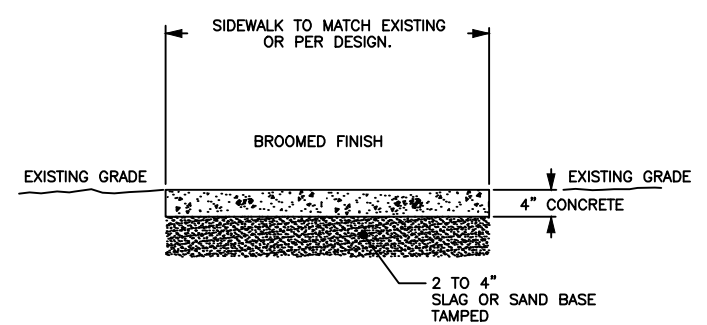


TYPICAL SIDEWALK LAYOUT
 NOT TO SCALE

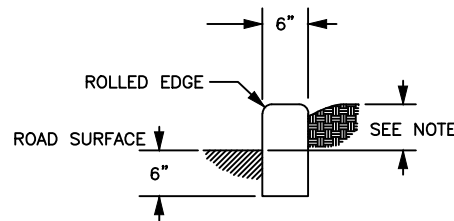


NOTE: CURB HEIGHT WILL BE DETERMINED IN THE FIELD, ADJUST HEIGHT TO ALLOW DRAINAGE TOWARD ROAD. STANDARD HEIGHT IS 6".

TYPICAL CURBWALK DETAIL
 NOT TO SCALE

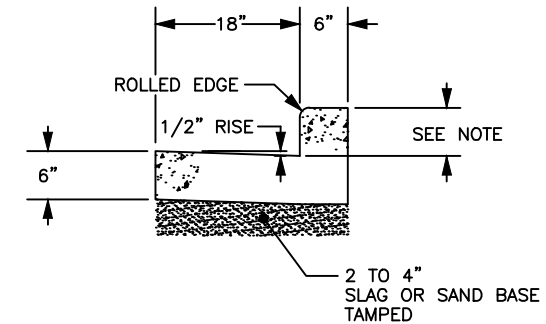


TYPICAL SIDEWALK DETAIL
 NOT TO SCALE



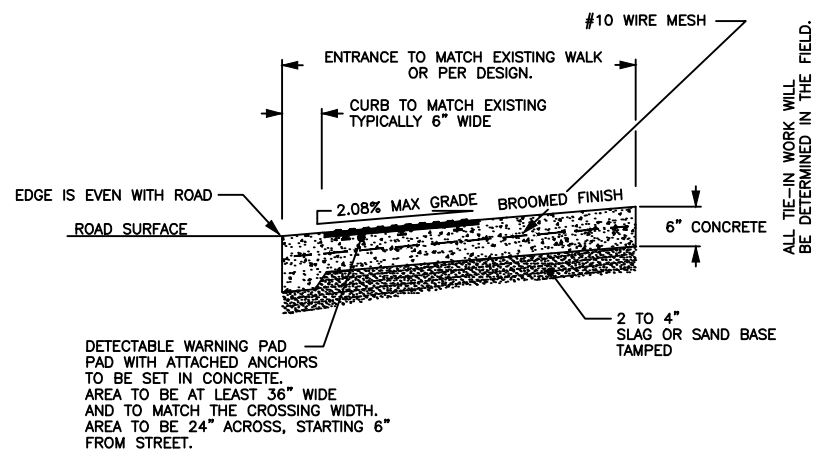
NOTE: CURB HEIGHT WILL BE DETERMINED IN THE FIELD. STANDARD HEIGHT IS 6".

TYPICAL BARRIER CURB DETAIL
 NOT TO SCALE



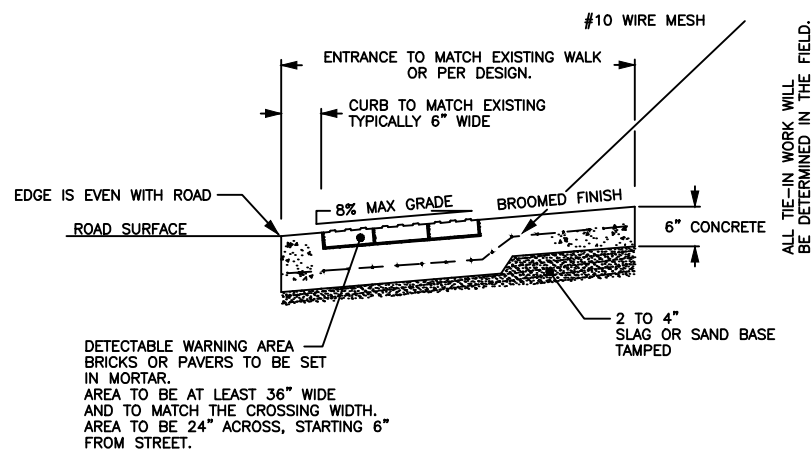
NOTE: CURB HEIGHT WILL BE DETERMINED IN THE FIELD. STANDARD HEIGHT IS 6".

TYPICAL CURB AND GUTTER DETAIL
 NOT TO SCALE



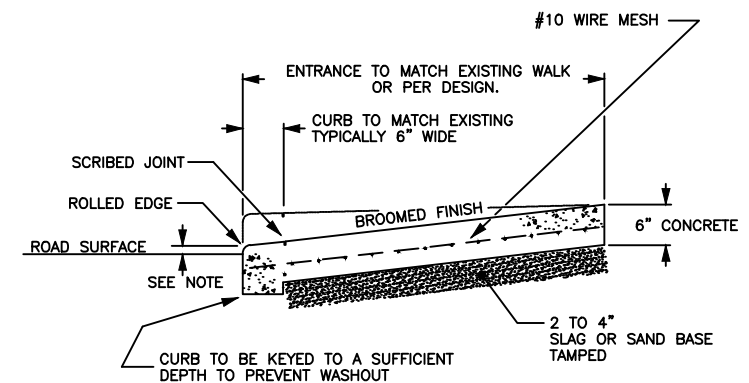
ALL TIE-IN WORK WILL BE DETERMINED IN THE FIELD.

TYPICAL HANDICAP CROSSWALK DETAIL WITH MANUFACTURED DETECTABLE PAD
 NOT TO SCALE



ALL TIE-IN WORK WILL BE DETERMINED IN THE FIELD.

TYPICAL HANDICAP CROSSWALK DETAIL WITH INSERTED ADA BRICK PAVERS
 NOT TO SCALE



ALL TIE-IN WORK WILL BE DETERMINED IN THE FIELD.

TYPICAL DRIVEWAY ENTRANCE DETAIL
 NOT TO SCALE

PROJECT NUMBER:
 00000

REVISIONS

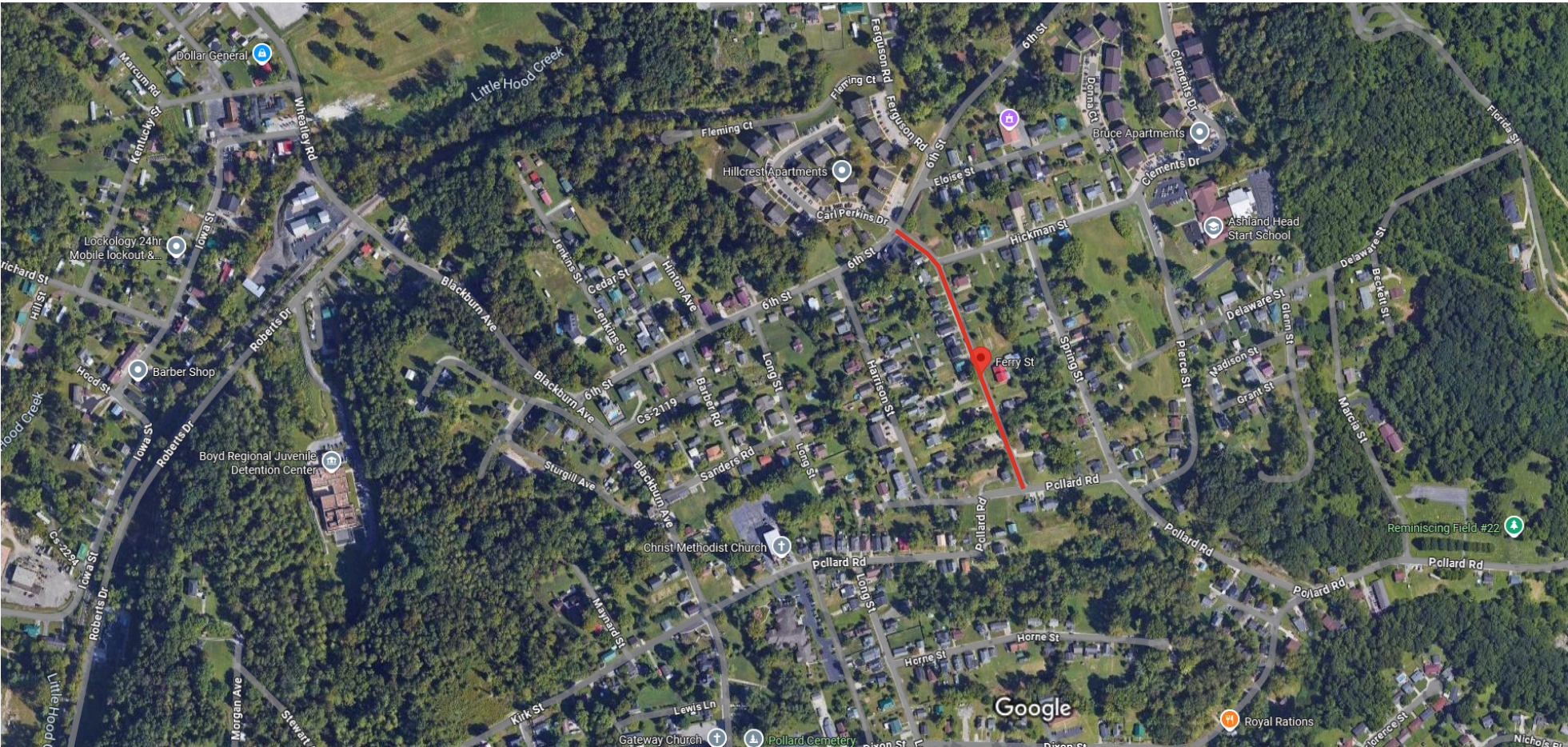
BY: DCG

DATE: 10/02/23

CITY OF ASHLAND
 SIDEWALK REPLACEMENTS
 STANDARD DETAILS

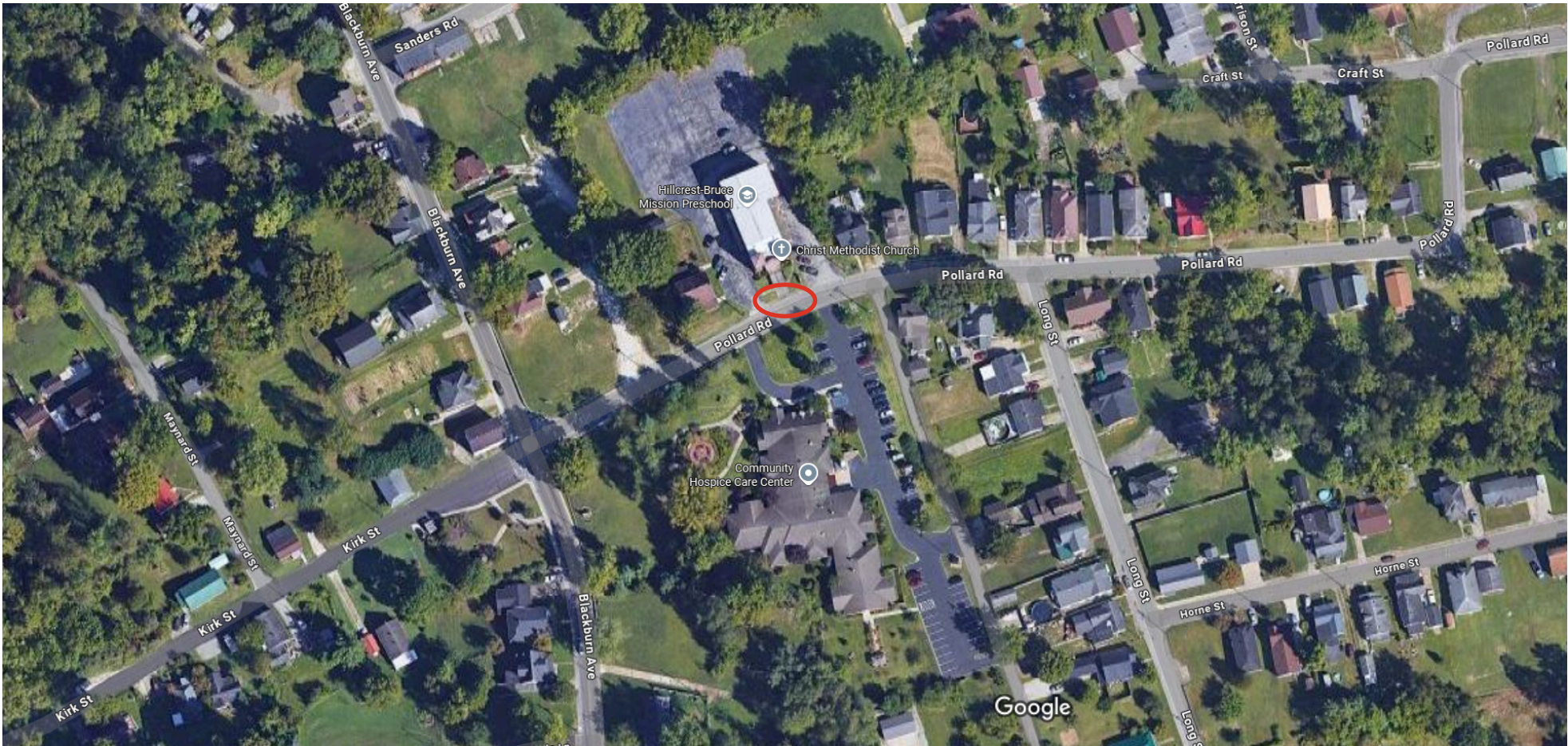


SHEET NO.:
 D101



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Imagery ©2025 CNES / Airbus, Maxar Technologies, USDA/FPAC/GEO, Map data ©2025 100 ft



Fact Sheet #66: The Davis-Bacon and Related Acts (DBRA)

This fact sheet provides general information concerning DBRA.

Coverage

DBRA requires payment of prevailing wages on federally funded or assisted construction projects.

The [Davis-Bacon Act](#) applies to each federal government or District of Columbia contract in excess of \$2,000 for the construction, alteration, or repair (including painting and decorating) of [public buildings or public works](#). Many federal laws that authorize federal assistance for construction through grants, loans, loan guarantees, and insurance are Davis-Bacon “Related Acts.” The “Related Acts” include provisions that apply Davis-Bacon labor standards to most federally assisted construction. Examples of “Related Acts” include the Federal-Aid Highway Acts, the Housing and Community Development Act of 1974, and the Federal Water Pollution Control Act.

Basic Provisions/Requirements

Contractors and subcontractors must pay [laborers and mechanics](#) employed directly upon the [site of the work](#) at least the locally prevailing wages (including fringe benefits), listed in the Davis-Bacon wage determination in the contract, for the work performed. [Davis-Bacon labor standards clauses](#) must be included in covered contracts.

The Davis-Bacon “prevailing wage” is the combination of the basic hourly rate and any fringe benefits listed in a Davis-Bacon wage determination. The contractor’s obligation to pay at least the prevailing wage listed in the contract wage determination can be met by paying each laborer and mechanic the applicable prevailing wage entirely as cash wages or by a combination of cash wages and employer-provided bona fide fringe benefits. Prevailing wages, including fringe benefits, must be paid on all hours worked on the site of the work.

Apprentices or trainees may be employed at less than the rates listed in the contract wage determination only when they are in an apprenticeship program registered with the Department of Labor or with a state apprenticeship agency recognized by the Department.

Contractors and subcontractors are required to pay covered workers weekly and submit weekly certified payroll records to the contracting agency. They are also required to post the applicable Davis-Bacon wage determination with the [Davis-Bacon poster \(WH-1321\)](#) on the job site in a prominent and accessible place where they can be easily seen by the workers.

Davis-Bacon Wage Determinations

Davis-Bacon wage determinations are published on the [System for Award Management \(SAM\)](#) website at <https://sam.gov/content/wage-determinations> for contracting agencies to incorporate them into covered contracts. The “prevailing wages” are determined based on wages paid to various classes of laborers and mechanics employed on specific types of construction projects in an area. Guidance on determining the type of construction is provided in All Agency Memoranda Nos. [130](#), [131](#), and [236](#).

Penalties/Sanctions and Appeals

Contract payments may be withheld in sufficient amounts to satisfy liabilities for underpayment of wages and for liquidated damages for overtime violations under the Contract Work Hours and Safety Standards Act (CWHSSA). In addition, violations of the Davis-Bacon contract clauses may be grounds for contract termination, contractor liability for any resulting costs to the government and debarment from future contracts for a period up to three years.

Contractors and subcontractors may challenge determinations of violations and debarment before an Administrative Law Judge (ALJ). Interested parties may appeal ALJ decisions to the Department's Administrative Review Board. Final Board determinations on violations and debarment may be appealed to and are enforceable through the federal courts.

Typical Problems

(1) Misclassification of laborers and mechanics. (2) Failure to pay full prevailing wage, including fringe benefits, for all hours worked (including overtime hours). (3) Inadequate recordkeeping, such as not counting all hours worked or not recording hours worked by an individual in two or more classifications during a day. (4) Failure of to maintain a copy of bona fide apprenticeship program and individual registration documents for apprentices. (5) Failure to submit certified payrolls weekly. (6) Failure to post the Davis-Bacon poster and applicable wage determination.

Relation to State, Local, and Other Federal Laws

The [Copeland "Anti-Kickback" Act](#) prohibits contractors from in any way inducing an employee to give up any part of the compensation to which he or she is entitled under his or her contract of employment, and requires contractors to submit a weekly statement of the wages paid to each employee performing DBRA covered work.

Contractors on projects subject to DBRA labor standards may also be subject to additional prevailing wage and overtime pay requirements under State (and local) laws. Also, overtime work pay requirements under CWHSSA) and the [Fair Labor Standards Act](#) may apply.

Under [Reorganization Plan No. 14 of 1950](#), (5 U.S.C.A. Appendix), the federal contracting or assistance-administering agencies have day-to-day responsibility for administration and enforcement of the Davis-Bacon labor standards provisions and, in order to promote consistent and effective enforcement, the Department of Labor has regulatory and oversight authority, including the authority to investigate compliance.

Where to Obtain Additional Information

For additional information, visit our Wage and Hour Division Website: <http://www.wagehour.dol.gov> and/or call our toll-free information and helpline, available 8 a.m. to 5 p.m. in your time zone, 1-866-4USWAGE (1-866-487-9243).

This publication is for general information and is not to be considered in the same light as official statements of position contained in the regulations.

U.S. Department of Labor
Frances Perkins Building
200 Constitution Avenue, NW
Washington, DC 20210

1-866-4-USWAGE
[Contact Us](#)

Federal Labor Standards Provisions

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section l(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the

U.S. Department of Housing and Urban Development

Office of Labor Relations

30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part Previous editions are obsolete Page 2 of 5 form **HUD-4010** (06/2009) ref. Handbook 1344.1 of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his

or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section I(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section I(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the

classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work

performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of

the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1010, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.**(3) Withholding for unpaid wages and liquidated damages.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or

dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions



September 2022

U.S. Department of Housing and Urban Development

WORKER'S POCKET GUIDE

For Employees Working on Davis-Bacon Projects





The U.S. Department of Housing and Urban Development (HUD) is a key driver of job creation in communities across the nation. Every year, Congress appropriates billions of dollars to HUD to support building and repair of affordable housing, local infrastructure and community development. **Construction workers serve a critical role in advancing HUD's mission** by building quality and sustainable housing which improves the quality of life of the people who live in these communities.

HUD is committed to ensuring all workers on HUD-funded projects are paid properly for their work. This pocket guide has been developed for you, construction laborers and mechanics who work on HUD-funded projects. **The purpose of this pocket guide is to ensure that all workers on HUD-funded projects understand their rights and protections.**

Through the Office of Davis-Bacon and Labor Standards (DBLS), HUD monitors and enforces the payment of prevailing wages, overtime pay, and recordkeeping. This office also conducts investigations into suspected violations of Federal labor standards provisions. We work in partnership with the U.S. Department of Labor and are actively engaged on federal interagency initiatives named in the [White House Task Force on Worker Organizing and Empowerment](#).

It is with immense appreciation and gratitude to you, construction laborers and tradespeople who build "community" across the United States and the territories, that the Office of Davis-Bacon and Labor Standards presents this guide as a resource. We look forward to talking with you directly if you have any questions or concerns about your rights. We also encourage you to visit other sites, like www.worker.gov and www.dol.gov/general/good-jobs/workers, which provide additional information about important worker rights-related topics. **Together, we can improve quality and create access to good paying jobs that are free from discrimination and harassment for all working people.**

On behalf of your partners at HUD, I thank you for your service to our nation in support of our mission to create strong, sustainable, inclusive communities and quality, affordable homes for all.

Michele P. Perez
Assistant Deputy Secretary
Office of Field Policy and Management

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KNOW YOUR RIGHTS AS A WORKER

On a Davis-Bacon project, you have the right to:

- ✓ Be paid prevailing wages (a federal prevailing wage is the wage paid to the majority of the workers in a similar occupation in a specific area, as determined by the U.S. Department of Labor (DOL)).
- ✓ Observe the [Employee Rights Poster](#) on page 8 and wage decision on page 5 which must be posted on the job site
- ✓ Contact a DBLS Labor Standards Specialist or the Contract Administrator whose name should appear on the Employee Rights Poster
- ✓ Be paid on a weekly basis
- ✓ Receive overtime (at least time and a half of hourly wages) for all hours worked over 40 hours in work week
- ✓ [File a complaint with DBLS](#) or with the [U.S. Department of Labor](#) (DOL)
- ✓ Receive back wages if you are underpaid (back wages are the pay difference between the wage rate you received; and the wage rate required on the wage decision; for all hours worked)

In a safe workplace under the Occupational Safety and Health Administration (OSHA):

Federal law entitles you to a safe workplace. Your employer must keep your workplace free of known health and safety hazards. You have the right to speak up about hazards **without fear of retaliation**.

You also have the right to:

- ✓ Receive workplace safety and health training in a language you understand
- ✓ Work on machines that are safe
- ✓ Receive required safety equipment, such as gloves or a harness and lifeline for falls
- ✓ Be protected from toxic chemicals
- ✓ Request an OSHA inspection, and speak to the inspector
- ✓ Report an injury or illness, and get copies of your medical records
- ✓ Review records of work-related injuries and illnesses
- ✓ See results of tests taken to find workplace hazards

TYPICAL PROBLEMS FOUND ON DAVIS-BACON PROJECTS

- ✓ Misclassification of laborers and mechanics
- ✓ Failure to pay full prevailing wage, including fringe benefits, for all hours worked (including overtime hours)
- ✓ Inadequate recordkeeping, such as not counting all hours worked or not recording hours worked by an individual in two or more classifications during a day
- ✓ Failure of employer to maintain a copy of the bona fide apprenticeship program and individual registration documents for apprentices
- ✓ Failure of employer to submit certified payrolls weekly
- ✓ Failure to post the Davis-Bacon poster and applicable wage determination

WAYS YOU CAN PROTECT YOURSELF

- ✓ Know what hourly wages you should receive for the work you perform
- ✓ Use a calendar to keep track of your hours by the date and the type of work you performed, and any breaks you take
- ✓ Make sure you are receiving your pay weekly
- ✓ Keep your pay stubs or ask for a receipt if you are paid in cash
- ✓ If you are receiving apprentice rates, make sure that you are a part of an apprenticeship program registered with DOL or with a DOL recognized State Apprenticeship Council (SAC)
- ✓ If you don't see an Employee Rights Poster and/or a wage decision on a Davis-Bacon project, contact our office directly
- ✓ You can file a complaint if you feel any of your rights have been violated

DAVIS-BACON DEFINITIONS

Laborer or Mechanic

Anyone doing construction work on a project. You must be paid at least prevailing wage rates

Employee

A person that works as a laborer or mechanic on a job site, regardless of a contract

Apprentices and Trainees

Apprentices and trainees may be paid less than the wage rate on the wage decision for their work. Apprentices must be employed in registered programs that are approved by the DOL or a DOL recognized State Apprenticeship Agency. Employers must follow rules to ensure that apprentices and trainees are properly paid and trained

Piece work

If you are paid by the quantity (amount) of work you produce (do), such as the number of units painted or the square feet of sheetrock hung, you must still receive wages based on the actual number of hours you worked, can not be below prevailing wages.

Wage Decision

A listing of different work classifications (types) and the minimum hourly pay that must be paid to anyone performing work in those classifications on a specific job

Fringe Benefits

Additional benefits that may be paid to an employee and seen on the wage decision of a specific construction project. They do not include employer payments required by law

Overtime

All hours worked beyond 40 hours in a 7-day pay period

Deductions

Can be required by law, like income taxes social security or even court ordered. Other payroll deductions, such as a loan repayment, must have your approval

Work Classification

The actual type of trade (work) you are doing as listed on a wage decision, for example carpenter, roofer, electrician, etc. The skill level does not matter

Split-classification

Work done in more than one trade. You can be paid the hourly pay for each work classification or the highest of all of the classifications you worked

Site of Work

The boundaries of the project, but also can include other property that is next to the project

EMPLOYEE VS. INDEPENDENT CONTRACTOR

Several factors determine whether you are an employee of a contractor or sub-contractor or work as an independent contractor. For guidance on this, you can refer to www.irs.gov/taxtopics/tc762.

If you are a misclassified worker, you could be denied critical benefits and labor standards protections found at www.dol.gov/agencies/whd/flsa/misclassification.

 EMPLOYEE	OR	INDEPENDENT CONTRACTOR
Working for someone else's business		Running their own business
Paid hourly, salary, or by piece rate		Paid upon completion of project
Uses employer's materials, tools and equipment		Provides own materials, tools and equipment
Typically works for one employer		Works with multiple clients
Continuing relationship with the employer		Temporary relationship until project completed
Employer decides when and how the work will be performed		Decides when and how they will perform the work
Employer assigns the work to be performed		Decides what work they will do

Source: U.S. Department of Labor

HOW TO READ A WAGE DECISION

The first four letters are an abbreviation of the job classification.

The first four numbers are the union local that created the Collective Bargaining Agreement (CBA).

This is the most recent revision number of the CBA.

This is the date the CBA was set.

The screenshot shows a payroll form with the following data points highlighted by red boxes:

- Top Section:**
 - EMPLOYEE ID: 4088
 - DEPARTMENT: 004
 - DATE: 05/01/2021
- Worker Classification:** CARPENTER
- Hourly Wage Rate:** \$ 32.46
- Hourly Fringe Benefit Rate:** 19.19

Arrows point from the following labels to the corresponding data points:

- The worker's classification (points to CARPENTER)
- The hourly wage rate (points to \$ 32.46)
- The hourly fringe benefit rate (points to 19.19)

Some classifications have rates of pay or fringe benefits in the form of a percentage or a specific amount such as "35.825+a+b" below:

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 51.68	35.825+a+b
a. VACATION PAY: 6% for 6 months to 5 years service; 8% with 5 or more years of service.		
b. PAID HOLIDAYS: Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Friday after, and Christmas Day.		

Some classifications have groups. Be sure to read below the classification to know what category you are in.

	Rates	Fringes
Truck drivers:		
GROUP 1.....	\$ 34.29	15.25
GROUP 2.....	\$ 34.49	15.25
GROUP 3.....	\$ 35.24	15.25
GROUP 4.....	\$ 35.79	15.25

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: Flat beds; pick-up; dump trucks under 10 yds.; dump trucks 10 yds. and over.

GROUP 2: Double bottom units (20 tons capacity and over); fork trucks; heavy excavating (dumpsters, etc.); heavy hauling, A-frame and winch fork trucks; hydraulically operated aerial lift; hydro lift trucks; straddle trucks; wheel tractors.

FREQUENTLY ASKED QUESTIONS (FAQs)

1. I am a roofing subcontractor, working alone, and paid by a per square / piece basis (for example every 100 sq. ft). The contractor I work for requires that I have workers' compensation and liability insurance. They plan to deduct 40% of my wages for the cost of insurance and make it impossible to earn the prevailing wage. Is this ok?

- *No. Laborers and mechanics (e.g., roofers) must be paid the hourly pay in the applicable wage decision.*
- *[Workers' Compensation](#) and Liability Insurance are not allowed deductions (see [FAQ # 8](#)).*
- *A true subcontractor generally has a registered trade name with a telephone listing, a license, liability insurance or bond, and/or a Federal Tax Identification Number, along with a signed contract containing HUD Federal Labor Provisions.*

2. I work more than one trade within in a single day. How do I determine the correct rate to be paid?

If you work in more than one trade your boss must pay you for the hours worked at the correct rate for each trade (job).

3. I am paid \$15.00 dollars per hour, on my paycheck there were no deductions for social security and taxes. I am not a self-employed contractor. Is it ok for my boss to not make these deductions?

No. A contractor must pay the correct hourly rate in the wage decision. If you believe deductions from your paychecks haven't been made, you should speak with your boss about this.

4. The contractor I work for told me that I'll be paid two times a month. Is this ok?

No. Under Davis-Bacon, a contractor must pay their employees once a week on federal construction projects.

5. How do I know I'm being paid the right amount for what I'm doing?

Look for a copy of the wage decision and any additional classifications. They must be posted at the work site in plain view for you to see. If your job type is not listed or posted, you can call the person listed as the agency point of contact on the [Publication WH-1321 Notice to Employees](#) that must be posted at each job site.

6. An official from the Department of Labor came to our job site and asked workers about our pay and to tell them about how much we made an hour, how many hours we worked each week, what type of tools we used, etc. Do we have to answer these questions?

*It is voluntary to answer these questions but **answering on-site interview questions** is very important if a problem comes up between workers and their employers. Every employer (contractor, subcontractor, etc.) must make their employees available to be interviewed at the job site by HUD, a DOL representative, or with the contract administrator's representative and the interviews are private and confidential.*

7. Who do workers contact if they have questions or concerns about labor violations?

You can call the person listed as the agency point of contact on the [Publication WH-1321 Notice to Employees](#) that must be posted at each job site.

8. What deductions can my boss make from my paycheck?

Employers can make deductions for FICA, income taxes, medical insurance, retirement pensions, unemployment benefits, life insurance, accident insurance, vacation or holiday pay, and apprenticeship program costs. Some workers may have additional deductions.

9. I work for a plumbing contractor as a laborer. My duties are similar to the plumbers I help on a daily basis. I use the same tools they use and do the same work they do, like laying and connecting pipes, etc. Should I be paid as a laborer or plumber?

Generally, if you are using the tools and doing the work of the trade like the other plumbers, then you should be paid the pay of a plumber, not a laborer.

10. I am paid on a weekly basis and my boss pays me in cash each week. Is that ok?

Yes, but you should each make sure to keep records of payment, hours worked, receipts, etc.

11. My boss stated they were going to pay me \$15.25 per hour, but said I also needed to give them back \$2.00 for each hour I worked on the federal project for the tools that I borrowed. Is this ok?

No. Your employer can't require you or other employees to give back any portion of pay you've earned. This is a direct violation of the Copeland Act (Anti-Kickback Act).



WORKER RIGHTS

UNDER THE DAVIS-BACON ACT

FOR LABORERS AND MECHANICS WORKING ON FEDERAL OR FEDERALLY ASSISTED CONSTRUCTION PROJECTS

The law requires employers to display this poster where employees can readily see it.

**PREVAILING
WAGES**

You must be paid not less than the wage rate listed in the Davis-Bacon Wage Decision posted with this Notice for the work you perform.

OVERTIME

You must be paid not less than one and one-half times your basic rate of pay for all hours worked over 40 in a work week. There are few exceptions.

ENFORCEMENT

Contract payments can be withheld to ensure workers receive wages and overtime pay due, and liquidated damages may apply if overtime pay requirements are not met. Davis-Bacon contract clauses allow contract termination and debarment of contractors from future federal contracts for three years. A contractor who falsifies certified payroll records or induces wage kickbacks may be subject to civil or criminal prosecution, fines and/or imprisonment.

APPRENTICES

Apprentice rates apply only to apprentices properly registered under approved Federal or State apprenticeship programs.

RETALIATION

The law prohibits discharging or otherwise retaliating against workers for filing a complaint, cooperating in an investigation, or testifying in a proceeding under the Davis-Bacon and Related Acts.

PROPER PAY

If you do not receive proper pay, or require further information on the applicable wages, contact the Contracting Officer listed below:

or contact the U.S. Department of Labor’s Wage and Hour Division.



WAGE AND HOUR DIVISION
UNITED STATES DEPARTMENT OF LABOR

1-866-487-9243
TTY: 1-877-889-5627
www.dol.gov/whd



DAVIS-BACON RELATED RESOURCES

[Department of Housing and Urban Development \(HUD\)](#) – www.hud.gov

[Davis-Bacon and Labor Standards](#)

www.hud.gov/program_offices/davis_bacon_and_labor_standards

[HUD Contractor's Guide to Davis-Bacon](#)

<https://files.hudexchange.info/resources/documents/Davis-Bacon-and-Labor-Standards-Contractor-Guide-Addendum.pdf>

[Department of Labor \(DOL\)](#) – www.dol.gov

[Apprenticeship.gov](#)

www.apprenticeship.gov/

[DOL and Davis-Bacon and Related Acts](#)

www.dol.gov/agencies/whd/government-contracts/construction

[Davis-Bacon and Related Acts \(DBRA\) Frequently Asked Questions](#)

www.dol.gov/agencies/whd/government-contracts/construction/faq

[U.S. DOL Wage and Hour Division \(WHD\) State Labor Offices](#)

www.dol.gov/agencies/whd/state/contacts

Wage and Hour Division (WHD) Free and Confidential Hotline for Worker Inquiries 1-866-USWAGE (1-866-487-9243)

[Worker.gov](#)

www.worker.gov/

If you need help with:

- Determining whether Davis-Bacon wage rates apply to a project that you may be working on
- Filing a labor complaint
- Understanding and filing out the worker questionnaire
- Other related technical assistance

Please consult with the HUD Labor Standards Field staff for your area.

U.S. Department of Housing and Development
Office of Field Policy and Management
451 7th Street S.W., Washington, DC 20410



[Local Offices | HUD.gov / U.S. Department of Housing and Urban Development \(HUD\)](http://www.hud.gov/local)

www.hud.gov/local



U.S. Department of Housing and Urban Development

WORKER'S POCKET GUIDE

For Employees Working on Davis-Bacon Projects



PAYROLL

For contractor's optional use; see instructions at dol.gov/agencies/whd/forms/wh347

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

NAME OF CONTRACTOR ☐ OR SUBCONTRACTOR ☐				ADDRESS				OMB No. 1235-0008 Expires 09/30/2026												
PAYROLL NO.		FOR WEEK ENDING		PROJECT AND LOCATION				PROJECT OR CONTRACT NO.												
(1)	(2)	(3)	OT OR ST	(4) DAY AND DATE							(5)	(6)	(7)	(8) DEDUCTIONS				(9)		
NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	NO. OF WITHHOLDING EXEMPTIONS	WORK CLASSIFICATION									TOTAL HOURS	RATE OF PAY	GROSS AMOUNT EARNED	FICA	WITH- HOLDING TAX			OTHER	TOTAL DEDUCTIONS	NET WAGES PAID FOR WEEK
				HOURS WORKED EACH DAY																
			O																	
			S																	
			O																	
			S																	
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While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W. Washington, D.C. 20210

Date _____

I, _____
(Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by _____ on the _____
(Contractor or Subcontractor)
_____ ; that during the payroll period commencing on the _____
(Building or Work)
_____ day of _____, _____, and ending the _____ day of _____, _____,
all persons employed on said project have been paid the full weekly wages earned, that no rebates have
been or will be made either directly or indirectly to or on behalf of said
_____ from the full
(Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly
from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part
3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948,
63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are
correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the
applicable wage rates contained in any wage determination incorporated into the contract; that the classifications
set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship
program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and
Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered
with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☐ — in addition to the basic hourly wage rates paid to each laborer or mechanic listed in
the above referenced payroll, payments of fringe benefits as listed in the contract
have been or will be made to appropriate programs for the benefit of such employees,
except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ — Each laborer or mechanic listed in the above referenced payroll has been paid,
as indicated on the payroll, an amount not less than the sum of the applicable
basic hourly wage rate plus the amount of the required fringe benefits as listed
in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE	SIGNATURE

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR
SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 3729 OF
TITLE 31 OF THE UNITED STATES CODE.

"General Decision Number: KY20250038 08/15/2025

Superseded General Decision Number: KY20240038

State: Kentucky

Construction Type: Highway

Counties: Anderson, Bath, Bourbon, Boyd, Boyle, Bracken, Breckinridge, Bullitt, Carroll, Carter, Clark, Elliott, Fayette, Fleming, Franklin, Gallatin, Grant, Grayson, Greenup, Hardin, Harrison, Henry, Jefferson, Jessamine, Larue, Lewis, Madison, Marion, Mason, Meade, Mercer, Montgomery, Nelson, Nicholas, Oldham, Owen, Robertson, Rowan, Scott, Shelby, Spencer, Trimble, Washington and Woodford Counties in Kentucky.

HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building structures in rest area projects & railroad construction; bascule, suspension & spandrel arch bridges designed for commercial navigation, bridges involving marine construction; and other major bridges).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2025.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a

conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/03/2025
1	03/07/2025
2	04/04/2025
3	05/16/2025
4	07/11/2025
5	07/18/2025
6	08/01/2025
7	08/08/2025
8	08/15/2025

BRIN0004-003 06/01/2024

BRECKENRIDGE COUNTY

	Rates	Fringes
BRICKLAYER.....	\$ 33.70	16.57

BRKY0001-005 06/01/2024

BULLITT, CARROLL, GRAYSON, HARDIN, HENRY, JEFFERSON, LARUE, MARION, MEADE, NELSON, OLDHAM, SHELBY, SPENCER, & TRIMBLE COUNTIES:

	Rates	Fringes
BRICKLAYER.....	\$ 35.00	17.13

BRKY0002-006 06/01/2024

BRACKEN, GALLATIN, GRANT, MASON & ROBERTSON COUNTIES:

	Rates	Fringes
BRICKLAYER.....	\$ 35.00	17.13

BRKY0007-004 06/01/2024

BOYD, CARTER, ELLIOT, FLEMING, GREENUP, LEWIS & ROWAN COUNTIES:

	Rates	Fringes
BRICKLAYER.....	\$ 41.05	21.79

BRKY0017-004 06/01/2024

ANDERSON, BATH, BOURBON, BOYLE, CLARK, FAYETTE, FRANKLIN, HARRISON, JESSAMINE, MADISON, MERCER, MONTGOMERY, NICHOLAS, OWEN, SCOTT, WASHINGTON & WOODFORD COUNTIES:

	Rates	Fringes
BRICKLAYER.....	\$ 35.00	17.13

CARP0064-001 04/01/2025

	Rates	Fringes
CARPENTER.....	\$ 33.89	24.06
Diver.....	\$ 51.21	24.06
PILEDRIVERMAN.....	\$ 34.39	24.06

ELEC0212-008 06/02/2025

BRACKEN, GALLATIN and GRANT COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 38.05	22.97

ELEC0212-014 11/27/2023

BRACKEN, GALLATIN & GRANT COUNTIES:

	Rates	Fringes
Sound & Communication Technician.....	\$ 27.20	14.54

* ELEC0317-012 06/02/2025

BOYD, CARTER, ELLIOT & ROWAN COUNTIES:

	Rates	Fringes
ELECTRICIAN (Wiremen).....	\$ 41.15	29.35

ELEC0369-007 05/27/2025

ANDERSON, BATH, BOURBON, BOYLE, BRECKINRIDGE, BULLITT, CARROLL,
CLARK, FAYETTE, FRAONKLIN, GRAYSON, HARDIN, HARRISON, HENRY,
JEFFERSON, JESSAMINE, LARUE, MADISON, MARION, MEADE, MERCER,
MONTGOMERY, NELSON, NICHOLAS, OLDHAM, OWEN, ROBERTSON, SCOTT,
SHELBY, SPENCER, TRIMBLE, WASHINGTON, & WOODFORD COUNTIES:

	Rates	Fringes
ELECTRICIAN.....	\$ 40.96	22.44

ELEC0575-002 05/29/2023

FLEMING, GREENUP, LEWIS & MASON COUNTIES:

	Rates	Fringes
ELECTRICIAN.....	\$ 37.00	22.26

ENGI0181-018 07/01/2025

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1.....	\$ 41.55	19.60
GROUP 2.....	\$ 38.69	19.60
GROUP 3.....	\$ 39.14	19.60
GROUP 4.....	\$ 38.37	19.60

OPERATING ENGINEER CLASSIFICATIONS

GROUP 1 - A-Frame Winch Truck; Auto Patrol; Backfiller; Batcher Plant; Bituminous Paver; Bituminous Transfer Machine; Boom Cat; Bulldozer; Mechanic; Cableway; Carry-All Scoop; Carry Deck Crane; Central Compressor Plant; Cherry Picker; Clamshell; Concrete Mixer (21 cu. ft. or Over); Concrete Paver; Truck-Mounted Concrete Pump; Core Drill; Crane; Crusher Plant; Derrick; Derrick Boat; Ditching & Trenching Machine; Dragline; Dredge Operator; Dredge Engineer; Elevating Grader & Loaders; Grade-All; Gurries; Heavy Equipment Robotics Operator/Mechanic; High Lift; Hoe-Type Machine; Hoist (Two or More Drums); Hoisting Engine (Two or More Drums); Horizontal Directional Drill Operator; Hydrocrane; Hyster; KeCal Loader; LeTourneau; Locomotive; Mechanic; Mechanically Operated Laser Screed; Mechanic Welder; Mucking Machine; Motor Scraper; Orangepeel Bucket; Overhead Crane; Piledriver; Power Blade; Pumpcrete; Push Dozer; Rock Spreader, attached to equipment; Rotary Drill; Roller (Bituminous); Rough Terrain Crane; Scarifier; Scoopmobile; Shovel; Side Boom; Subgrader; Tailboom; Telescoping Type Forklift; Tow or Push Boat; Tower Crane (French, German & other types); Tractor Shovel; Truck Crane; Tunnel Mining Machines, including Moles, Shields or similar types of Tunnel Mining Equipment

GROUP 2 - Air Compressor (Over 900 cu. ft. per min.); Bituminous Mixer; Boom Type Tamping Machine; Bull Float; Concrete Mixer (Under 21 cu. ft.); Dredge Engineer; Electric Vibrator; Compactor/Self-Propelled Compactor; Elevator (One Drum or Buck Hoist); Elevator (When used to Hoist Building Material); Finish Machine; Firemen & Hoist (One Drum); Flexplane; Forklift (Regardless of Lift Height); Form Grader; Joint Sealing Machine; Outboard Motor Boat; Power Sweeper (Riding Type); Roller (Rock); Ross Carrier; Skid Mounted or Trailer Mounted Concrete Pump; Skid Steer Machine with all Attachments; Switchman or Brakeman; Throttle Valve Person; Tractair & Road Widening Trencher; Tractor (50 H.P. or Over); Truck Crane Oiler; Tugger; Welding Machine; Well Points; & Whirley Oiler

GROUP 3 - All Off Road Material Handling Equipment, including Articulating Dump Trucks; Greaser on Grease Facilities servicing Heavy Equipment

GROUP 4 - Bituminous Distributor; Burlap & Curing Machine; Cement Gun; Concrete Saw; Conveyor; Deckhand Oiler; Grout Pump; Hydraulic Post Driver; Hydro Seeder; Mud Jack; Oiler; Paving Joint Machine; Power Form Handling Equipment; Pump; Roller (Earth); Steerman; Tamping Machine; Tractor (Under 50 H.P.); & Vibrator

CRANES - with booms 150 ft. & Over (Including JIB), and where the length of the boom in combination with the length of the piling leads equals or exceeds 150 ft. - \$1.00 over Group 1 rate

EMPLOYEES ASSIGNED TO WORK BELOW GROUND LEVEL ARE TO BE PAID 10%

ABOVE BASIC WAGE RATE. THIS DOES NOT APPLY TO OPEN CUT WORK.

IRON0044-009 06/01/2025

BRACKEN, GALLATIN, GRANT, HARRISON, ROBERTSON,
BOURBON (Northern third, including Townships of Jackson,
Millersburg, Ruddel Mills & Shawhan);

CARROLL (Eastern third, including the Township of Ghent);
 FLEMING (Western part, excluding Townships of Beechburg, Colfax, Elizaville, Flemingsburg, Flemingsburg Junction, Foxport, Grange City, Hillsboro, Hilltop, Mount Carmel, Muses Mills, Nepton, Pecksridge, Plummers Landing, Plummers Mill, Poplar Plains, Ringos Mills, Tilton & Wallingford);
 MASON (Western two-thirds, including Townships of Dover, Lewisburg, Mays Lick, Maysville, Minerva, Moranburg, Murphysville, Ripley, Sardis, Shannon, South Ripley & Washington);
 NICHOLAS (Townships of Barefoot, Barterville, Carlisle, Ellisville, Headquarters, Henryville, Morningglory, Myers & Oakland Mills);
 OWEN (Townships of Beechwood, Bromley, Fairbanks, Holbrook, Jonesville, Long Ridge, Lusby's Mill, New, New Columbus, New Liberty, Owenton, Poplar Grove, Rockdale, Sanders, Teresita & Wheatley);
 SCOTT (Northern two-thirds, including Townships of Biddle, Davis, Delaplain, Elmville, Longlick, Muddy Ford, Oxford, Rogers Gap, Sadieville, Skinnersburg & Stonewall)

	Rates	Fringes
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IRONWORKER

Fence Erector.....	\$ 35.88	23.90
Structural.....	\$ 37.77	23.90

IRON0070-006 06/01/2025

ANDERSON, BOYLE, BRECKINRIDGE, BULLITT, FAYETTE, FRANKLIN, GRAYSON, HARDIN, HENRY, JEFFERSON, JESSAMINE, LARUE, MADISON, MARION, MEADE, MERCER, NELSON, OLDHAM, SHELBY, SPENCER, TRIMBLE, WASHINGTON & WOODFORD
 BOURBON (Southern two-thirds, including Townships of Austerlity, Centerville, Clintonville, Elizabeth, Hutchison, Littlerock, North Middletown & Paris);
 CARROLL (Western two-thirds, including Townships of Carrollton, Easterday, English, Locust, Louis, Prestonville & Worthville);
 CLARK (Western two-thirds, including Townships of Becknerville, Flanagan, Ford, Pine Grove, Winchester & Wyandotte);
 OWEN (Eastern eighth, including Townships of Glenmary, Gratz, Monterey, Perry Park & Tacketts Mill);
 SCOTT (Southern third, including Townships of Georgetown, Great Crossing, Newtown, Stampling Ground & Woodlake);

	Rates	Fringes
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IRONWORKER.....	\$ 36.17	25.80
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IRON0769-007 06/01/2025

BATH, BOYD, CARTER, ELLIOTT, GREENUP, LEWIS, MONTGOMERY & ROWAN
 CLARK (Eastern third, including townships of Bloomingdale, Hunt, Indian Fields, Kiddville, Loglick, Rightangele & Thomson);
 FLEMING (Townships of Beechburg, Colfax, Elizaville, Flemingsburg, Flemingsburg Junction, Foxport, Grange City, Hillsboro, Hilltop, Mount Carmel, Muses Mills, Nepton, Pecksridge, Plummers Landing, Plummers Mill, Poplar Plains, Ringos Mills, Tilton & Wallingford);
 MASON (Eastern third, including Townships of Helena, Marshall, Orangeburg, Plumville & Springdale);
 NICHOLAS (Eastern eighth, including the Township of Moorefield Sprout)

	Rates	Fringes
IRONWORKER		
ZONE 1.....	\$ 39.70	29.59
ZONE 2.....	\$ 40.10	29.59
ZONE 3.....	\$ 41.70	29.59

ZONE 1 - (no base rate increase) Up to 10 mile radius of Union Hall, 1643 Greenup Ave, Ashland, KY.

ZONE 2 - (add \$0.40 per hour to base rate) 10 to 50 mile radius of Union Hall, 1643 Greenup Ave, Ashland, KY.

ZONE 3 - (add \$2.00 per hour to base rate) 50 mile radius & over of Union Hall, 1643 Greenup Ave, Ashland, KY.

LAB00189-003 07/01/2025

BATH, BOURBON, BOYD, BOYLE, BRACKEN, CARTER, CLARK, ELLIOTT, FAYETTE, FLEMING, FRANKLIN, GALLATIN, GRANT, GREENUP, HARRISON, JESSAMINE, LEWIS, MADISON, MASON, MERCER, MONTGOMERY, NICHOLAS, OWEN, ROBERTSON, ROWAN, SCOTT, & WOOLFORD COUNTIES

	Rates	Fringes
Laborers:		
GROUP 1.....	\$ 26.87	19.66
GROUP 2.....	\$ 27.12	19.66
GROUP 3.....	\$ 27.17	19.66
GROUP 4.....	\$ 27.77	19.66

LABORERS CLASSIFICATIONS

GROUP 1 - Aging & Curing of Concrete; Asbestos Abatement Worker; Asphalt Plant; Asphalt; Batch Truck Dump; Carpenter Tender; Cement Mason Tender; Cleaning of Machines; Concrete; Demolition; Dredging; Environmental - Nuclear, Radiation, Toxic & Hazardous Waste - Level D; Flagperson; Grade Checker; Hand Digging & Hand Back Filling; Highway Marker Placer; Landscaping, Mesh Handler & Placer; Puddler; Railroad; Rip-rap & Grouter; Right-of-Way; Sign, Guard Rail & Fence Installer; Signal Person; Sound Barrier Installer; Storm & Sanitary Sewer; Swamper; Truck Spotter & Dumper; Wrecking of Concrete Forms; General Cleanup

GROUP 2 - Batter Board Man (Sanitary & Storm Sewer); Brickmason Tender; Mortar Mixer Operator; Scaffold Builder; Burner & Welder; Bushhammer; Chain Saw Operator; Concrete Saw Operator; Deckhand Scow Man; Dry Cement Handler; Environmental - Nuclear, Radiation, Toxic & Hazardous Waste - Level C; Forklift Operator for Masonary; Form Setter; Green Concrete Cutting; Hand Operated Grouter & Grinder Machine Operator; Jackhammer; Pavement Breaker; Paving Joint Machine; Pipelayer; Plastic Pipe Fusion; Power Driven Georgia Buggy & Wheel Barrow; Power Post Hole Digger; Precast Manhole Setter; Walk-Behind Tamper; Walk-Behind Trencher; Sand Blaster; Concrete Chipper; Surface Grinder; Vibrator Operator; Wagon Driller

GROUP 3 - Asphalt Luteman & Raker; Gunnite Nozzleman; Gunnite Operator & Mixer; Grout Pump Operator; Side Rail

Setter; Rail Paved Ditches; Screw Operator; Tunnel (Free Air); Water Blaster

GROUP 4 - Caisson Worker (Free Air); Cement Finisher; Environmental - Nuclear, Radiation, Toxic & Hazardous Waste - Levels A & B; Miner & Driller (Free Air); Tunnel Blaster; & Tunnel Mucker (Free Air); Directional & Horizontal Boring; Air Track Drillers (All Types); Powdermen & Blasters; Troxler & Concrete Tester if Laborer is Utilized

LAB00189-008 07/01/2025

ANDERSON, BULLITT, CARROLL, HARDIN, HENRY, JEFFERSON, LARUE, MARION, MEADE, NELSON, OLDHAM, SHELBY, SPENCER, TRIMBLE & WASHINGTON COUNTIES

	Rates	Fringes
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Laborers:

GROUP 1.....	\$ 26.87	19.66
GROUP 2.....	\$ 27.12	19.66
GROUP 3.....	\$ 27.17	19.66
GROUP 4.....	\$ 27.77	19.66

LABORERS CLASSIFICATIONS

GROUP 1 - Aging & Curing of Concrete; Asbestos Abatement Worker; Asphalt Plant; Asphalt; Batch Truck Dump; Carpenter Tender; Cement Mason Tender; Cleaning of Machines; Concrete; Demolition; Dredging; Environmental - Nuclear, Radiation, Toxic & Hazardous Waste - Level D; Flagperson; Grade Checker; Hand Digging & Hand Back Filling; Highway Marker Placer; Landscaping, Mesh Handler & Placer; Puddler; Railroad; Rip-rap & Grouter; Right-of-Way; Sign, Guard Rail & Fence Installer; Signal Person; Sound Barrier Installer; Storm & Sanitary Sewer; Swamper; Truck Spotter & Dumper; Wrecking of Concrete Forms; General Cleanup

GROUP 2 - Batter Board Man (Sanitary & Storm Sewer); Brickmason Tender; Mortar Mixer Operator; Scaffold Builder; Burner & Welder; Bushhammer; Chain Saw Operator; Concrete Saw Operator; Deckhand Scow Man; Dry Cement Handler; Environmental - Nuclear, Radiation, Toxic & Hazardous Waste - Level C; Forklift Operator for Masonary; Form Setter; Green Concrete Cutting; Hand Operated Grouter & Grinder Machine Operator; Jackhammer; Pavement Breaker; Paving Joint Machine; Pipelayer; Plastic Pipe Fusion; Power Driven Georgia Buggy & Wheel Barrow; Power Post Hole Digger; Precast Manhole Setter; Walk-Behind Tamper; Walk-Behind Trencher; Sand Blaster; Concrete Chipper; Surface Grinder; Vibrator Operator; Wagon Driller

GROUP 3 - Asphalt Luteman & Raker; Gunnite Nozzleman; Gunnite Operator & Mixer; Grout Pump Operator; Side Rail Setter; Rail Paved Ditches; Screw Operator; Tunnel (Free Air); Water Blaster

GROUP 4 - Caisson Worker (Free Air); Cement Finisher; Environmental - Nuclear, Radiation, Toxic & Hazardous Waste - Levels A & B; Miner & Driller (Free Air); Tunnel Blaster; & Tunnel Mucker (Free Air); Directional & Horizontal Boring; Air Track Drillers (All Types); Powdermen & Blasters; Troxler & Concrete Tester if Laborer is Utilized

LAB00189-009 07/01/2025

BRECKINRIDGE & GRAYSON COUNTIES

	Rates	Fringes
Laborers:		
GROUP 1.....	\$ 26.87	19.66
GROUP 2.....	\$ 27.12	19.66
GROUP 3.....	\$ 27.17	19.66
GROUP 4.....	\$ 27.77	19.66

LABORERS CLASSIFICATIONS

GROUP 1 - Aging & Curing of Concrete; Asbestos Abatement Worker; Asphalt Plant; Asphalt; Batch Truck Dump; Carpenter Tender; Cement Mason Tender; Cleaning of Machines; Concrete; Demolition; Dredging; Environmental - Nuclear, Radiation, Toxic & Hazardous Waste - Level D; Flagperson; Grade Checker; Hand Digging & Hand Back Filling; Highway Marker Placer; Landscaping, Mesh Handler & Placer; Puddler; Railroad; Rip-rap & Grouter; Right-of-Way; Sign, Guard Rail & Fence Installer; Signal Person; Sound Barrier Installer; Storm & Sanitary Sewer; Swamper; Truck Spotter & Dumper; Wrecking of Concrete Forms; General Cleanup

GROUP 2 - Batter Board Man (Sanitary & Storm Sewer); Brickmason Tender; Mortar Mixer Operator; Scaffold Builder; Burner & Welder; Bushhammer; Chain Saw Operator; Concrete Saw Operator; Deckhand Scow Man; Dry Cement Handler; Environmental - Nuclear, Radiation, Toxic & Hazardous Waste - Level C; Forklift Operator for Masonary; Form Setter; Green Concrete Cutting; Hand Operated Grouter & Grinder Machine Operator; Jackhammer; Pavement Breaker; Paving Joint Machine; Pipelayer; Plastic Pipe Fusion; Power Driven Georgia Buggy & Wheel Barrow; Power Post Hole Digger; Precast Manhole Setter; Walk-Behind Tamper; Walk-Behind Trencher; Sand Blaster; Concrete Chipper; Surface Grinder; Vibrator Operator; Wagon Driller

GROUP 3 - Asphalt Luteman & Raker; Gunnite Nozzleman; Gunnite Operator & Mixer; Grout Pump Operator; Side Rail Setter; Rail Paved Ditches; Screw Operator; Tunnel (Free Air); Water Blaster

GROUP 4 - Caisson Worker (Free Air); Cement Finisher; Environmental - Nuclear, Radiation, Toxic & Hazardous Waste - Levels A & B; Miner & Driller (Free Air); Tunnel Blaster; & Tunnel Mucker (Free Air); Directional & Horizontal Boring; Air Track Drillers (All Types); Powdermen & Blasters; Troxler & Concrete Tester if Laborer is Utilized

PAIN0012-005 06/11/2005

BATH, BOURBON, BOYLE, CLARK, FAYETTE, FLEMING, FRANKLIN, HARRISON, JESSAMINE, MADISON, MERCER, MONTGOMERY, NICHOLAS, ROBERTSON, SCOTT & WOODFORD COUNTIES:

Rates	Fringes
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PAINTER

Bridge/Equipment Tender and/or Containment Builder..\$ 18.90	5.90
Brush & Roller.....\$ 21.30	5.90
Elevated Tanks; Steeplejack Work; Bridge & Lead Abatement.....\$ 22.30	5.90
Sandblasting & Waterblasting.....\$ 22.05	5.90
Spray.....\$ 21.80	5.90

PAIN0012-017 05/01/2015

BRACKEN, GALLATIN, GRANT, MASON & OWEN COUNTIES:

Rates	Fringes
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PAINTER (Heavy & Highway
Bridges - Guardrails -
Lightpoles - Striping)

Bridge Equipment Tender and Containment Builder.....\$ 20.73	9.06
Brush & Roller.....\$ 23.39	9.06
Elevated Tanks; Steeplejack Work; Bridge & Lead Abatement.....\$ 24.39	9.06
Sandblasting & Water Blasting.....\$ 24.14	9.06
Spray.....\$ 23.89	9.06

PAIN0118-004 06/01/2018

ANDERSON, BRECKINRIDGE, BULLITT, CARROLL, GRAYSON, HARDIN,
HENRY, JEFFERSON, LARUE, MARION, MEADE, NELSON, OLDHAM, SHELBY,
SPENCER, TRIMBLE & WASHINGTON COUNTIES:

Rates	Fringes
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PAINTER

Brush & Roller.....\$ 22.00	12.52
Spray, Sandblast, Power Tools, Waterblast & Steam Cleaning.....\$ 23.00	12.52

PAIN1072-003 12/01/2024

BOYD, CARTER, ELLIOTT, GREENUP, LEWIS and ROWAN COUNTIES

Rates	Fringes
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Painters:

Bridges; Locks; Dams; Tension Towers & Energized Substations.....\$ 37.53	23.95
Power Generating Facilities.\$ 34.29	23.95

PLUM0248-003 06/01/2025

BOYD, CARTER, ELLIOTT, GREENUP, LEWIS & ROWAN COUNTIES:

Rates	Fringes
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Plumber and Steamfitter.....\$ 42.75	25.76
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PLUM0392-007 06/01/2025

BRACKEN, CARROLL (Eastern Half), GALLATIN, GRANT, MASON, OWEN & ROBERTSON COUNTIES:

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 43.30	27.40

PLUM0502-003 08/01/2024

BRECKINRIDGE, BULLITT, CARROLL (Western Half), FRANKLIN (Western three-fourths), GRAYSON, HARDIN, HENRY, JEFFERSON, LARUE, MARION, MEADE, NELSON, OLDHAM, SHELBY, SPENCER, TRIMBLE & WASHINGTON COUNTIES

	Rates	Fringes
PLUMBER.....	\$ 41.90	24.89

* SUKY2010-160 10/08/2001

	Rates	Fringes
Truck drivers:		
GROUP 1.....	\$ 16.57 **	7.34
GROUP 2.....	\$ 16.68 **	7.34
GROUP 3.....	\$ 16.86 **	7.34
GROUP 4.....	\$ 16.96 **	7.34

TRUCK DRIVER CLASSIFICATIONS

GROUP 1 - Mobile Batch Truck Tender

GROUP 2 - Greaser; Tire Changer; & Mechanic Tender

GROUP 3 - Single Axle Dump; Flatbed; Semi-trailer or Pole Trailer when used to pull building materials and equipment; Tandem Axle Dump; Distributor; Mixer; & Truck Mechanic

GROUP 4 - Euclid & Other Heavy Earthmoving Equipment & Lowboy; Articulator Cat; 5-Axle Vehicle; Winch & A-Frame when used in transporting materials; Ross Carrier; Forklift when used to transport building materials; & Pavement Breaker

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.75) or 13658 (\$13.30). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the

Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.

Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

=====
END OF GENERAL DECISION"

AGENDA ITEM: _____

DATE: _____

**CITY OF ASHLAND
REQUEST FOR COMMISSION ACTION (RCA)**

Date Submitted: 12/02/2025	Date Requested: 12/11/2025
Type of Action Requested	Subject
☐ Resolution ☒ Ordinance ☐ Formal Action/Motion ☐ Public Hearing ☐ Other	GRANT AMENDMENT NO. 1 FOR SAFE STREETS AND ROADS FOR ALL (SS4A) PROGRAM GRANT APPLICATION FOR VARIOUS CITY STREET INTERSECTION SAFETY IMPROVEMENTS. APPONTING MAYOR, CHUCK D. CHARLES AS OFFICIAL PROJECT REPRESENTATIVE AND PROJECT TIME EXTENSION.

RECOMMENDATION:

Barry Adkins, Director of Engineering requests permission for and ordinance of the City of Ashland, Kentucky appointing Mayor, Chuck D. Charles as official project representative. The successors-in-title are hereby authorized to execute a grant amendment with the US Department of Transportation for a Safe Streets and Roads for All (SS4A) Discretionary Grant in the amounts of \$160,000 Federal Share and \$40,000 Recipient Share. Additionally, it is recommended to extend the contract duration by 8 consecutive months.

DISCUSSION:

Appointing Mayor, Chuck D, Charles as Official Project Representative and the successors-in-title are hereby authorized to execute a grant amendment. The purpose of SS4A grants is to improve roadway safety by significantly reducing or eliminating roadway fatalities and serious injuries through safety action plan development and implementation focused on all users, including pedestrians, bicyclists, public transportation users, motorists, personal conveyance and micro mobility users, and commercial vehicle operators.

FISCAL IMPACT:

No Fiscal Impact with this amendment. The city will be responsible for providing a 20% match to the awarded total cost. The city's matching amount is \$40,000 from general funds.

Reviewed by
Finance Director: _____

Reviewed by
Legal: _____

Teena Rucker

Teena Rucker

Barry Adkins

Barry Adkins

City Manager

ORDINANCE NO. _____, 2025

AN ORDINANCE OF THE CITY OF ASHLAND, KENTUCKY, AUTHORIZING AND DIRECTING CHUCK D. CHARLES, MAYOR, TO EXECUTE AMENDMENT NO. 1 TO THE U.S. DEPARTMENT OF TRANSPORTATION GRANT AGREEMENT UNDER THE FISCAL YEAR 2022 SAFE STREETS AND ROADS FOR ALL (SS4A) GRANT PROGRAM EXTENDING THE CONTRACT DURATION BY EIGHT (8) CONSECUTIVE MONTHS AND NAMING THE MAYOR AS THE OFFICIAL PROJECT REPRESENTATIVE.

* * * * *

WHEREAS, the Bipartisan Infrastructure Law (BIL) established the new Safe Streets and Roads for All (SS4A) discretionary program, and

WHEREAS, SS4A program funds regional, local, and Tribal initiatives through grants to prevent roadway deaths and serious injuries, and

WHEREAS, Ordinance No. 139, Series of 2023, named former Mayor Matthew B. Perkins as the official project representative;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF ASHLAND, KENTUCKY:

SECTION 1. That Chuck D. Charles, Mayor, is hereby authorized and directed to execute Amendment No. 1 to the U.S. Department of Transportation Grant Agreement under the Fiscal Year 2022 Safe Streets and Roads for All (SS4A) Grant Program (previously approved by Ordinance No. 139, Series of 2023). The total amount is \$200,000.00 with the Federal Share being \$160,000.00 and the Recipient (Ashland) Share being \$40,000.00. Said amendment is attached hereto and made a part hereof by reference.

SECTION 2. That Chuck D. Charles, Mayor, is hereby authorized and directed to execute any and all other documents relating to said grant.

SECTION 3. All ordinances of the City of Ashland and any parts of ordinances in conflict herewith, to the extent of such conflict only, are hereby repealed.

SECTION 4. This ordinance shall be in full force and effect from and after its adoption, readoption, and publication, as required by law.

SECTION 5. It is hereby authorized that publication of this ordinance be in summary form.

MAYOR

ATTEST:

CITY CLERK

ADOPTED BY THE BOARD OF COMMISSIONERS:

READOPTED BY THE BOARD OF COMMISSIONERS:

PUBLISHED:

REQUESTED/SPONSORED BY: BARRY ADKINS
DIRECTOR OF ENGINEERING

\\ORDINANCE\Grant.Safe Streets

1. **Award No.**
693JJ32340511
2. **Effective Date**
See No. 17 Below
3. **Assistance Listings No.**
20.939
4. **Award To**

City of Ashland, KY
1700 Greenup Ave
Ashland, KY 41101

Unique Entity Id.: Z52NNQSMJ289
TIN No.: 61-6001775
5. **Sponsoring Office**
U.S. Department of Transportation
Federal Highway Administration
Office of Safety
1200 New Jersey Avenue, SE
HSSA-1, Mail Drop E71-117
Washington, DC 20590
6. **Period of Performance**
~~Effective Date of 12/05/2023 Award~~
~~23 Months~~ 31 Months
7. **Total Amount**
Federal Share: \$160,000
Recipient Share: \$40,000
Other Federal Funds: \$0
Other Funds: \$0
Total: \$200,000
8. **Type of Agreement**
Grant
9. **Authority**
Section 24112 of the Infrastructure Investment and Jobs Act (~~IIJA~~, Pub. L. 117-58, November 15, 2021; also referred to as the "Bipartisan Infrastructure Law" or "BIL")
10. **Procurement Request No.**
HSSP230378PR
11. **Federal Funds Obligated**
\$160,000
12. **Submit Payment Requests To**
See article 5.2.
13. **Payment Office**
See article 5.2.
14. **Accounting and Appropriations Data**
15X0173E50.0000.055SR10500.5592000000.41010.61006600
15. **Description of Project:**
City of Ashland's SS4A Plan.

Commented [SD1]: Please update.

RECIPIENT

16. **Signature of Person Authorized to Sign**

FEDERAL HIGHWAY ADMINISTRATION

17. **Signature of Agreement Officer**

Signature _____ Date _____
Name: Chuck D. Charles
Title: Mayor

Signature _____ Date _____
Name: _____
Title: Agreement Officer

Commented [SD2]: Please update.

U.S. DEPARTMENT OF TRANSPORTATION

**GRANT AGREEMENT UNDER THE
FISCAL YEAR 2022 SAFE STREETS AND ROADS FOR ALL GRANT PROGRAM**

This agreement is between the United States Department of Transportation (the “USDOT”) Federal Highway Administration (the “FHWA”) and the City of Ashland, Kentucky (the “Recipient”).

This agreement reflects the selection of the Recipient to receive a Safe Streets and Roads for All (“SS4A”) Grant for the Ashland Safe Streets and Roads for All Action Plan.

The parties therefore agree to the following:

**ARTICLE 1
GENERAL TERMS AND CONDITIONS**

1.1 General Terms and Conditions.

- (a) In this agreement, “General Terms and Conditions” means the content of the document titled “General Terms and Conditions Under the Fiscal Year 2022 Safe Streets and Roads for All Grant Program,” dated ~~February 8, 2023~~ November 4, 2025, which is available at <https://www.transportation.gov/grants/ss4a/grant-agreements>. Articles 7–30 are in the General Terms and Conditions. The General Terms and Conditions are part of this agreement.
- (b) The Recipient states that it has knowledge of the General Terms and Conditions. Recipient also states that it is required to comply with all applicable Federal laws and regulations including, but not limited to, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR part 200); National Environmental Policy Act (NEPA) (42 U.S.C. § 4321 et seq.); and Build America, Buy America Act (~~IIJABH~~, div. G §§ 70901-27).
- (c) The Recipient acknowledges that the General Terms and Conditions impose obligations on the Recipient and that the Recipient’s non-compliance with the General Terms and Conditions may result in remedial action, termination of the SS4A Grant, disallowing costs incurred for the Project, requiring the Recipient to refund to the USDOT FHWA the SS4A Grant, and reporting the non-compliance in the Federal-government-wide integrity and performance system.

Commented [SD3]: Please review updated terms and conditions.

**ARTICLE 2
APPLICATION, PROJECT, AND AWARD**

2.1 Application.

Application Title: Ashland Safe Streets and Roads for All Action Plan

Application Date: Sep 14, 2022

2.2 Award Amount.

SS4A Grant Amount: \$160,000

2.3 Award Dates.

Period of Performance End Date: See Section 6 on Page 1

2.4 Budget Period

Budget Period End Date: See Section 6 on Page 1

2.5 Action Plan Grant or Implementation Grant Designation.

Designation: Action Plan

2.6 Federal Award Identification Number.

The Federal Award Identification Number is listed on page 1, line 1.

**ARTICLE 3
SUMMARY PROJECT INFORMATION**

3.1 Summary of Project's Statement of Work.

City of Ashland's SS4A Plan.

3.2 Project's Estimated Schedule.

ACTION PLAN SCHEDULE

Milestone	Schedule Date
Planned Draft Action Plan Completion Date:	12/31/2025
Planned Action Plan Completion Date:	02/28/2026
Planned Action Plan Adoption Date:	04/28/2026
Planned SS4A Final Report Date:	05/13/2026

Commented [SD4]: Please provide milestone dates.

Commented [SD5]: Program office suggests using a date that is 1-2 months prior to the POP end date.

3.3 Project's Estimated Costs.

(a) Eligible Project Costs

Eligible Project Costs	
SS4A Grant Amount:	\$160,000
Other Federal Funds:	\$0
State Funds:	\$0
Local Funds:	\$40,000
In-Kind Match:	\$0
Other Funds:	\$0
Total Eligible Project Cost:	\$200,000

(b) Supplemental Estimated Budget

Cost Element	Federal Share	Non-Federal Share	Total Budget Amount
Direct Labor	\$0.00	\$0.00	\$0.00
Fringe Benefits	\$0.00	\$0.00	\$0.00
Travel	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00
Supplies	\$0.00	\$0.00	\$0.00
Contractual/Consultant	\$0.00	\$0.00	\$0.00
Other	\$160,000.00	\$40,000.00	\$200,000.00
Indirect Costs	\$0.00	\$0.00	\$0.00
Total Budget	\$160,000.00	\$40,000.00	\$200,000.00

ARTICLE 4

RECIPIENT INFORMATION

4.1 Recipient's Unique Entity Identifier.

Z52NNQSMJ289

4.2 Recipient Contact(s).

~~Matthew B. Perkins~~ Chuck D. Charles
Mayor
City of Ashland
1700 Greenup Ave, Ashland, KY 41101
606-385-3300
~~mperkins~~ccharles@ashlandky.gov

Commented [SD6]: Please update as needed.

4.3 Recipient Key Personnel.

Name	Title or Position
Steven D. Cole <u>Barry M. Adkins</u>	Director of Engineering

Commented [SD7]: Please update as needed.

4.4 USDOT Project Contact(s).

~~Jessica Rieh~~Susana Dominguez
Safe Streets and Roads for All Program Manager
Federal Highway Administration
Office of Safety
HSSA-1, Mail Stop: E71-117
1200 New Jersey Avenue, S.E.
Washington, DC 20590
615.695.4096
~~jessica.rieh@dot.gov~~susana.dominguez.ctr@dot.gov

and

Ashley Cucchiarelli
Agreement Officer (AO)
Federal Highway Administration
Office of Acquisition and Grants Management
HCFA-~~4233~~, Mail Stop E62-310
1200 New Jersey Avenue, S.E.
Washington, DC 20590
ashley.cucchiarelli@dot.gov

and

Todd A. Jeter
Agreement Officer's Representative (AOR)
Division Administrator Kentucky (HDA-KY)
John C. Watts Federal Building
330 West Broadway

Frankfort, KY 40601-1922 502-223-6721
Kentucky.FHWA@dot.gov

and

Ryan Tenges
KY Division Office Point of Contact
Engineering Coordinator
330 W Broadway Frankfort, KY 40601
502-223-6750
Ryan.Tenges@dot.gov

ARTICLE 5 USDOT ADMINISTRATIVE INFORMATION

5.1 Office for Subaward and Contract Authorization.

USDOT Office for Subaward and Contract Authorization: FHWA Office of Acquisition and Grants Management

SUBAWARDS AND CONTRACTS APPROVAL

Note: See 2 CFR § 200.331, Subrecipient and contractor determinations, for definitions of subrecipient (who is awarded a subaward) versus contractor (who is awarded a contract).

Note: Recipients with a procurement system deemed approved and accepted by the Government or by the AO are exempt from the requirements of this clause. See 2 CFR 200.317 through 200.327.

In accordance with 2 CFR 200.308 (f)(6) the recipient or subrecipient shall obtain prior written approval from the USDOT agreement officer for the subaward, if the subaward activities were not proposed in the application or approved in the Federal award. This provision is in accordance with 2 CFR 200.308 (f)(6) and does not apply to procurement transactions for goods and services. Approval will be issued through written notification from the AO or a formal amendment to the Agreement. Note: This clause is only applicable to Action Plan Grants.

~~Unless described in the application and funded in the approved award, the Recipient must obtain prior written approval from the AO for the subaward, transfer, or contracting out of any work under this award above the Simplified Acquisition Threshold. This provision does not apply to the acquisition of supplies, material, equipment, or general support services. Approval of each subaward or contract is contingent upon the Recipient's submittal of a written fair and reasonable price determination, and approval by the AO for each proposed contractor/sub-recipient. Consent to enter into subawards or contracts will be issued through written notification from the AO or a formal amendment to the Agreement.~~

The following subawards and contracts are currently approved under the Agreement by the AO. This list does not include supplies, material, equipment, or general support services which are exempt from the pre-approval requirements of this clause.

(Fill in at award or by amendment)

5.2 Reimbursement Requests

- (a) The Recipient may request reimbursement of costs incurred in the performance of this agreement if those costs do not exceed the funds available under section 2.2 and are allowable under the applicable cost provisions of 2 C.F.R. Part 200, Subpart E. The Recipient shall not request reimbursement more frequently than monthly.
- (b) The Recipient shall use the DELPHI eInvoicing System to submit requests for reimbursement to the payment office. When requesting reimbursement of costs incurred or credit for cost share incurred, the Recipient shall electronically submit supporting cost detail with the SF 271 (Outlay Report and Request for Reimbursement for Construction Programs) to clearly document all costs incurred.
- (c) The Recipient's supporting cost detail shall include a detailed breakout of all costs incurred, including direct labor, indirect costs, other direct costs, travel, etc., and the Recipient shall identify the Federal share and the Recipient's share of costs. If the Recipient does not provide sufficient detail in a request for reimbursement, the AO may withhold processing that request until the Recipient provides sufficient detail.
- (d) The USDOT shall not reimburse costs unless the Agreement Officer's Representative (the "AOR") reviews and approves the costs to ensure that progress on this agreement is sufficient to substantiate payment.
- (e) The USDOT may waive the requirement that the Recipient use the DELPHI eInvoicing System. The Recipient may obtain waiver request forms on the DELPHI eInvoicing website (<http://www.dot.gov/cfo/delphi-einvoicing-system.html>) or by contacting the AO. A Recipient who seeks a waiver shall explain why they are unable to use or access the Internet to register and enter payment requests and send a waiver request to

Director of the Office of Financial Management
US Department of Transportation,
Office of Financial Management B-30, Room W93-431
1200 New Jersey Avenue SE
Washington DC 20590-0001

or

DOTElectronicInvoicing@dot.gov.

If the USDOT grants the Recipient a waiver, the Recipient shall submit SF 271s directly to:

DOT/FAA
P.O. Box 268865
Oklahoma City, OK 73125-8865
Attn: Agreement Specialist

- (f) The requirements set forth in these terms and conditions supersede previous financial invoicing requirements for Recipients.

ARTICLE 6 SPECIAL GRANT TERMS

- 6.1 SS4A funds must be expended within five years after the grant agreement is executed and DOT obligates the funds, which is the budget period end date in section 10.3 of the Terms and Conditions and section 2.4 of this agreement ~~wherever the date it is in this agreement~~.
- 6.2 The Recipient acknowledges that the Action Plan will be made publicly available, and the Recipient agrees that it will publish the final Action Plan on a publicly available website.
- 6.3 The Recipient demonstrates compliance with civil rights obligations and nondiscrimination laws, including Titles VI of the Civil Rights Act of 1964, the Americans with Disabilities Act (ADA), and Section 504 of the Rehabilitation Act, and accompanying regulations. Recipients of Federal transportation funding will also be required to comply fully with regulations and guidance for the ADA, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and all other civil rights requirements.
- 6.4 There are no other special grant requirements for this award.

**ATTACHMENT A
PERFORMANCE MEASUREMENT INFORMATION**

Study Area: Intersections within the city limits of Ashland, KY

Baseline Measurement Date: January 01, 2025

Baseline Report Date: February 28, 2025

Table 1: Performance Measure Table

Measure	Category and Description	Measurement Frequency
Equity	Percent of Funds to Underserved Communities: Funding amount (of total project amount) benefitting underserved communities, as defined by USDOT	End of period of performance
Costs	Project Costs: Quantification of the cost of each eligible project carried out using the grant	End of period of performance
Lessons Learned and Recommendations	Lessons Learned and Recommendations: Description of lessons learned and any recommendations relating to future projects of strategies to prevent death and serious injury on roads and streets.	End of period of performance

ATTACHMENT B
CHANGES FORM ORIGINAL GRANT AGREEMENT

Scope: No changes.

Schedule: The schedule modification for milestones is as follows: Planned Draft Action Plan Completion Date from 07/01/2025 to 12/31/2025, Planned Action Plan Completion Date from 09/09/2025 to 02/28/2026, Planned Action Adoption Date from 10/09/2025 to 04/28/2026, Planned SS4A Final Report Date from 10/12/2025 to 05/13/2026.

Commented [SD8]: Please describe all material differences between the schedule described in the grant agreement and this modification. Please include reason for why this modification was not executed prior to the expenditure deadline, 11/5/2025.

The revised milestone schedule reflects delays caused by the need for extended stakeholder outreach and engagement, as well as a transition in the City of Ashland's administration and personnel.

Budget: No changes

The table below provides a summary comparison of the project budget.

Fund Source	Application		Section 3.3	
	\$	%	\$	%
Previously Incurred Costs (Non-Eligible Project Costs)				
Federal Funds				
Non-Federal Funds				
Total Previously Incurred Costs				
Future Eligible Project Costs				
SS4AFunds				
Other Federal Funds				
Non-Federal Funds				
Total Future Eligible Project Costs				
Total Project Costs				

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CHANGES FROM APPLICATION

INSTRUCTIONS FOR COMPLETING ATTACHMENT B: Describe all material differences between the scope, schedule, and budget described in the application and the scope, schedule, and budget described in Article 3. The purpose of this attachment B is to document the differences clearly and accurately in scope, schedule, and budget to establish the parties' knowledge and acceptance of those differences. See section 10.1.

Scope: No changes.

Schedule: No changes.

Budget: No changes

The table below provides a summary comparison of the project budget.

Fund Source	Application		Section 3.3	
	\$	%	\$	%
Previously Incurred Costs (Non-Eligible Project Costs)				
Federal Funds	\$0.00	0	\$0.00	0
Non-Federal Funds	\$0.00	0	\$0.00	0
Total Previously Incurred Costs	\$0.00	0	\$0.00	0
Future Eligible Project Costs				
SS4AFunds				
Other Federal Funds				
Non-Federal Funds				
Total Future Eligible Project Costs				
Total Project Costs				

ATTACHMENT C

[RESERVED]

ATTACHMENT D

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[RESERVED]

ATTACHMENT E

LABOR AND WORKFORCE

1. Efforts to Support Good-Paying Jobs and Strong Labor Standards

The Recipient states that rows marked with "X" in the following table are accurate:

	<u>The Recipient or a project partner promotes robust job creation by supporting good-paying jobs directly related to the project with free and fair choice to join a union. (Describe robust job creation and identify the good-paying jobs in the supporting narrative below.)</u>
	<u>The Recipient or a project partner will invest in high-quality workforce training programs such as registered apprenticeship programs to recruit, train, and retain skilled workers, and implement policies such as targeted hiring preferences. (Describe the training programs in the supporting narrative below.)</u>
	<u>The Recipient or a project partner will partner with high-quality workforce development programs with supportive services to help train, place, and retain workers in good-paying jobs or registered apprenticeships including through the use of local and economic hiring preferences, linkage agreements with workforce programs, and proactive plans to prevent harassment. (Describe the supportive services provided to trainees and employees, preferences, and policies in the supporting narrative below.)</u>
	<u>The Recipient or a project partner will partner and engage with local unions or other worker-based organizations in the development and lifecycle of the project, including through evidence of project labor agreements and/or community benefit agreements. (Describe the partnership or engagement with unions and/or other worker-based organizations and agreements in the supporting narrative below.)</u>
	<u>The Recipient or a project partner will partner with communities or community groups to develop workforce strategies. (Describe the partnership and workforce strategies in the supporting narrative below.)</u>
	<u>The Recipient or a project partner has taken other actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards. (Describe those actions in the supporting narrative below.)</u>
	<u>The Recipient or a project partner has not yet taken actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards but, before beginning construction of the Project, will take relevant actions described in schedule B. (Identify the relevant actions from schedule B in the supporting narrative below.)</u>
X	<u>The Recipient or a project partner has not taken actions related to the Project to improve good-paying jobs and strong labor standards and will not take those actions under this award.</u>

Commented [SD9]: Drafting Instruction: Insert an "X" in the left column of one or more rows of this table. For each row marked, follow the relevant instructions describing what information should be placed in the supporting narrative

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2. Supporting Narrative:

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[Insert supporting text, as described in the table above.]

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This grant is for an Action Plan with no construction occurring during this phase. The Action Plan developed under this grant will consider elements that can be included within a future construction phase to support good-paying jobs and strong labor standards.

ATTACHMENT F

CRITICAL INFRASTRUCTURE SECURITY AND RESILIENCE

1. Efforts to strengthen the Security and Resilience of Critical Infrastructure against both Physical and Cyber Threats.

The Recipient states that rows marked with "X" in the following table are accurate:

	The Recipient demonstrates, prior to the signing of this agreement, effort to consider and address physical and cyber security risks relevant to the transportation mode and type and scale of the activities.
	The Recipient appropriately considered and addressed physical and cyber security and resilience in the planning, design and oversight of the project, as determined by the Department and the Department of Homeland Security.
	The Recipient complies with 2 CFR 200.216 and the prohibition on certain telecommunications and video surveillance services or equipment.

2. Supporting Narrative:

[Insert supporting text, as described in the table above]

N/A. This grant will not fund the purchase of Information Technology and/or Operational Technology.

Commented [SD10]: Drafting Instruction: Insert an "X" in the left column of one or more rows of this table. For each row marked, follow the relevant instructions describing what information should be placed in the supporting narrative

If Attachment F is not applicable use the following verbiage in the supporting narrative section:

N/A. This grant will not fund the purchase of Information Technology and/or Operational Technology

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Racial Equity and Barriers to Opportunity

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1. ~~EFFORTS TO IMPROVE RACIAL EQUITY AND REDUCE BARRIERS TO OPPORTUNITY.~~

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THE RECIPIENT STATES THAT ROWS MARKED WITH "X" IN THE FOLLOWING
TABLE ARE ACCURATE:

~~A RACIAL EQUITY IMPACT ANALYSIS HAS BEEN COMPLETED FOR THE PROJECT. (IDENTIFY A REPORT ON THAT ANALYSIS OR, IF NO REPORT WAS PRODUCED, DESCRIBE THE ANALYSIS AND ITS RESULTS IN THE SUPPORTING NARRATIVE BELOW.)~~

~~THE RECIPIENT OR A PROJECT PARTNER HAS ADOPTED AN EQUITY AND INCLUSION PROGRAM/PLAN OR HAS OTHERWISE INSTITUTED EQUITY FOCUSED POLICIES RELATED TO PROJECT PROCUREMENT, MATERIAL SOURCING, CONSTRUCTION, INSPECTION, HIRING, OR OTHER ACTIVITIES DESIGNED TO ENSURE RACIAL EQUITY IN THE OVERALL DELIVERY AND IMPLEMENTATION OF THE PROJECT. (IDENTIFY THE RELEVANT PROGRAMS, PLANS, OR POLICIES IN THE SUPPORTING NARRATIVE BELOW.)~~

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~~THE PROJECT INCLUDES PHYSICAL BARRIER-MITIGATING LAND BRIDGES, CAPS, LIDS, LINEAR PARKS, AND MULTIMODAL MOBILITY INVESTMENTS THAT EITHER REDRESS PAST BARRIERS TO OPPORTUNITY OR THAT PROACTIVELY CREATE NEW CONNECTIONS AND OPPORTUNITIES FOR UNDERSERVED COMMUNITIES THAT ARE UNDERSERVED BY TRANSPORTATION. (IDENTIFY THE RELEVANT INVESTMENTS IN THE SUPPORTING NARRATIVE BELOW.)~~

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~~THE PROJECT INCLUDES NEW OR IMPROVED WALKING, BIKING, AND ROLLING ACCESS FOR INDIVIDUALS WITH DISABILITIES, ESPECIALLY ACCESS THAT REVERSES THE DISPROPORTIONAL IMPACTS OF CRASHES ON PEOPLE OF COLOR AND MITIGATES NEIGHBORHOOD BIFURCATION. (IDENTIFY THE NEW OR IMPROVED ACCESS IN THE SUPPORTING NARRATIVE BELOW.)~~

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~~THE PROJECT INCLUDES NEW OR IMPROVED FREIGHT ACCESS TO UNDERSERVED COMMUNITIES TO INCREASE ACCESS TO GOODS AND JOB OPPORTUNITIES FOR THOSE UNDERSERVED COMMUNITIES. (IDENTIFY THE NEW OR IMPROVED ACCESS IN THE SUPPORTING NARRATIVE BELOW.)~~

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THE RECIPIENT HAS TAKEN OTHER ACTIONS RELATED TO THE PROJECT TO IMPROVE RACIAL EQUITY AND REDUCE BARRIERS TO OPPORTUNITY, AS DESCRIBED IN THE SUPPORTING NARRATIVE BELOW.

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X	THE RECIPIENT HAS NOT YET TAKEN ACTIONS RELATED TO THE PROJECT TO IMPROVE RACIAL EQUITY AND REDUCE BARRIERS TO OPPORTUNITY BUT, BEFORE BEGINNING CONSTRUCTION OF THE PROJECT, WILL TAKE RELEVANT ACTIONS DESCRIBED IN THE SUPPORTING NARRATIVE BELOW
---	---

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X	THE RECIPIENT HAS NOT TAKEN ACTIONS RELATED TO THE PROJECT TO IMPROVE RACIAL EQUITY AND REDUCE BARRIERS TO OPPORTUNITY AND WILL NOT TAKE THOSE ACTIONS UNDER THIS AWARD.
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2. ~~SUPPORTING NARRATIVE.~~

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~~THIS GRANT IS FOR AN ACTION PLAN WITH NO CONSTRUCTION OCCURRING DURING THIS PHASE. THE ACTION PLAN DEVELOPED UNDER THIS GRANT WILL CONSIDER ELEMENTS THAT CAN BE INCLUDED WITHIN A FUTURE CONSTRUCTION PHASE TO IMPROVE RACIAL EQUITY AND REDUCE BARRIERS TO OPPORTUNITY.~~

ORDINANCE NO. 139, 2023

AN ORDINANCE OF THE CITY OF ASHLAND, KENTUCKY, AUTHORIZING AND DIRECTING MATTHEW B. PERKINS, MAYOR, TO EXECUTE A U.S. DEPARTMENT OF TRANSPORTATION GRANT AGREEMENT UNDER THE FISCAL YEAR 2022 SAFE STREETS AND ROADS FOR ALL (SS4A) GRANT PROGRAM IN THE TOTAL AMOUNT OF \$200,000.00 (FEDERAL SHARE - \$160,000.00/CITY SHARE - \$40,000.00) AND AUTHORIZING MATTHEW B. PERKINS, MAYOR, TO EXECUTE ANY AND ALL DOCUMENTS RELATING TO SAID GRANT.

WHEREAS, the Bipartisan Infrastructure Law (BIL) established the new Safe Streets and Roads for All (SS4A) discretionary program, and

WHEREAS, SS4A program funds regional, local, and Tribunal initiatives through grants to prevent roadway deaths and serious injuries;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF ASHLAND, KENTUCKY:

SECTION 1. That Matthew B. Perkins, Mayor, is hereby authorized and directed to execute a U.S. Department of Transportation Grant Agreement under the Fiscal Year 2022 Safe Streets and Roads for All (SS4A) Grant Program. The total amount is \$200,000.00 with the Federal Share being \$160,000.00 and the Recipient (Ashland) Share being \$40,000.00. Said grant agreement is attached hereto and made a part hereof by reference.

SECTION 2. That Matthew B. Perkins, Mayor, is hereby authorized and directed to execute any and all other documents relating to said grant.

SECTION 3. All ordinances of the City of Ashland and any parts of ordinances in conflict herewith, to the extent of such conflict only, are hereby repealed.

SECTION 4. This ordinance shall be in full force and effect from and after its adoption, readoption, and publication, as required by law.

SECTION 5. It is hereby authorized that publication of this ordinance be
in summary form.


MAYOR

ATTEST:


CITY CLERK

ADOPTED BY THE BOARD OF COMMISSIONERS:
READOPTED BY THE BOARD OF COMMISSIONERS:
PUBLISHED:

SEP 28 2023
OCT 6 2023

REQUESTED/SPONSORED BY: STEVE COLE, CITY ENGINEER
\\ORDINANCE\Grant.Safe Streets

1. **Award No.**
693JJ32340511
2. **Effective Date**
See No. 17 Below
3. **Assistance Listings No.**
20.939
4. **Award To**

City of Ashland, KY
1700 Greenup Ave
Ashland, KY 41101

Unique Entity Id.: Z52NNQSMJ289
TIN No.: 61-6001775
5. **Sponsoring Office**
U.S. Department of Transportation
Federal Highway Administration
Office of Safety
1200 New Jersey Avenue, SE
HSSA-1, Mail Drop E71-117
Washington, DC 20590
6. **Period of Performance**
Effective Date of Award –
23 Months
7. **Total Amount**
Federal Share: \$160,000
Recipient Share: \$40,000
Other Federal Funds: \$0
Other Funds: \$0
Total: \$200,000
8. **Type of Agreement**
Grant
9. **Authority**
Section 24112 of the Infrastructure Investment
and Jobs Act (Pub. L. 117–58, November 15,
2021; also referred to as the “Bipartisan
Infrastructure Law” or “BIL”)
10. **Procurement Request No.**
HSSP230378PR
11. **Federal Funds Obligated**
\$160,000
12. **Submit Payment Requests To**
See article 5.2.
13. **Payment Office**
See article 5.2.
14. **Accounting and Appropriations Data**
15X0173E50.0000.055SR10500.5592000000.41010.61006600
15. **Description of Project:**
City of Ashland’s SS4A Plan.

RECIPIENT

16. Signature of Person Authorized to Sign


Signature _____ Date _____
Name: Matthew B. Perkins
Title: Mayor

FEDERAL HIGHWAY ADMINISTRATION

17. Signature of Agreement Officer

Signature _____ Date _____
Name:
Title: Agreement Officer

U.S. DEPARTMENT OF TRANSPORTATION
GRANT AGREEMENT UNDER THE
FISCAL YEAR 2022 SAFE STREETS AND ROADS FOR ALL GRANT PROGRAM

This agreement is between the United States Department of Transportation (the “USDOT”) Federal Highway Administration (the “FHWA”) and the City of Ashland, Kentucky (the “Recipient”).

This agreement reflects the selection of the Recipient to receive a Safe Streets and Roads for All (“SS4A”) Grant for the Ashland Safe Streets and Roads for All Action Plan.

The parties therefore agree to the following:

ARTICLE 1
GENERAL TERMS AND CONDITIONS

1.1 General Terms and Conditions.

- (a) In this agreement, “**General Terms and Conditions**” means the content of the document titled “General Terms and Conditions Under the Fiscal Year 2022 Safe Streets and Roads for All Grant Program,” dated February 8, 2023, which is available at <https://www.transportation.gov/grants/ss4a/grant-agreements>. Articles 7–30 are in the General Terms and Conditions. The General Terms and Conditions are part of this agreement.
- (b) The Recipient states that it has knowledge of the General Terms and Conditions. Recipient also states that it is required to comply with all applicable Federal laws and regulations including, but not limited to, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR part 200); National Environmental Policy Act (NEPA) (42 U.S.C. § 4321 et seq.); and Build America, Buy America Act (BIL, div. G §§ 70901-27).
- (c) The Recipient acknowledges that the General Terms and Conditions impose obligations on the Recipient and that the Recipient’s non-compliance with the General Terms and Conditions may result in remedial action, termination of the SS4A Grant, disallowing costs incurred for the Project, requiring the Recipient to refund to the USDOT FHWA the SS4A Grant, and reporting the non-compliance in the Federal-government-wide integrity and performance system.

**ARTICLE 2
APPLICATION, PROJECT, AND AWARD**

2.1 Application.

Application Title: Ashland Safe Streets and Roads for All Action Plan

Application Date: Sep 14, 2022

2.2 Award Amount.

SS4A Grant Amount: \$160,000

2.3 Award Dates.

Period of Performance End Date: See Section 6 on Page 1

2.4 Budget Period

Budget Period End Date: See Section 6 on Page 1

2.5 Action Plan Grant or Implementation Grant Designation.

Designation: Action Plan

2.6 Federal Award Identification Number.

The Federal Award Identification Number is listed on page 1, line 1.

**ARTICLE 3
SUMMARY PROJECT INFORMATION**

3.1 Summary of Project's Statement of Work.

City of Ashland's SS4A Plan.

3.2 Project's Estimated Schedule.

ACTION PLAN SCHEDULE

Milestone	Schedule Date
Planned Draft Action Plan Completion Date:	July 11, 2025
Planned Action Plan Completion Date:	September 09, 2025
Planned Action Plan Adoption Date:	October 09, 2025
Planned SS4A Final Report Date:	October 12, 2025

3.3 Project's Estimated Costs.

(a) Eligible Project Costs

Eligible Project Costs	
SS4A Grant Amount:	\$160,000
Other Federal Funds:	\$0
State Funds:	\$0
Local Funds:	\$40,000
In-Kind Match:	\$0
Other Funds:	\$0
Total Eligible Project Cost:	\$200,000

(b) Supplemental Estimated Budget

Cost Element	Federal Share	Non-Federal Share	Total Budget Amount
Direct Labor	\$0.00	\$0.00	\$0.00
Fringe Benefits	\$0.00	\$0.00	\$0.00
Travel	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00
Supplies	\$0.00	\$0.00	\$0.00
Contractual/Consultant	\$0.00	\$0.00	\$0.00
Other	\$160,000.00	\$40,000.00	\$200,000.00
Indirect Costs	\$0.00	\$0.00	\$0.00
Total Budget	\$160,000.00	\$40,000.00	\$200,000.00

ARTICLE 4

RECIPIENT INFORMATION

4.1 Recipient's Unique Entity Identifier.

Z52NNQSMJ289

4.2 Recipient Contact(s).

Matthew B. Perkins
Mayor
City of Ashland
1700 Greenup Ave, Ashland, KY 41101
606-385-3300
mperkins@ashlandky.gov

4.3 Recipient Key Personnel.

Name	Title or Position
Steven D. Cole	Director of Engineering
TBD	Consultant

4.4 USDOT Project Contact(s).

Jessica Rich
Safe Streets and Roads for All Program Manager
Federal Highway Administration
Office of Safety
HSSA-1, Mail Stop: E71-117
1200 New Jersey Avenue, S.E.
Washington, DC 20590
615.695.4096
jessica.rich@dot.gov

and

Ashley Cucchiarelli
Agreement Officer (AO)
Federal Highway Administration
Office of Acquisition and Grants Management
HCFA-33, Mail Stop E62-310
1200 New Jersey Avenue, S.E.
Washington, DC 20590
ashley.cucchiarelli@dot.gov

and

Todd A. Jeter
Agreement Officer's Representative (AOR)
Division Administrator Kentucky (HDA-KY)

John C. Watts Federal Building
330 West Broadway
Frankfort, KY 40601-1922 502-223-6721
Kentucky.FHWA@dot.gov

and

Ryan Tenges
KY Division Office Point of Contact
Engineering Coordinator
330 W Broadway Frankfort, KY 40601
502-223-6750
Ryan.Tenges@dot.gov

ARTICLE 5

USDOT ADMINISTRATIVE INFORMATION

5.1 Office for Subaward and Contract Authorization.

USDOT Office for Subaward and Contract Authorization: FHWA Office of Acquisition and Grants Management

SUBAWARDS AND CONTRACTS APPROVAL

Note: See 2 CFR § 200.331, Subrecipient and contractor determinations, for definitions of subrecipient (who is awarded a subaward) versus contractor (who is awarded a contract).

Note: Recipients with a procurement system deemed approved and accepted by the Government or by the AO are exempt from the requirements of this clause. See 2 CFR 200.317 through 200.327.

Note: This clause is only applicable to Action Plan Grants.

Unless described in the application and funded in the approved award, the Recipient must obtain prior written approval from the AO for the subaward, transfer, or contracting out of any work under this award above the Simplified Acquisition Threshold. This provision does not apply to the acquisition of supplies, material, equipment, or general support services. Approval of each subaward or contract is contingent upon the Recipient's submittal of a written fair and reasonable price determination, and approval by the AO for each proposed contractor/sub-recipient. Consent to enter into subawards or contracts will be issued through written notification from the AO or a formal amendment to the Agreement.

The following subawards and contracts are currently approved under the Agreement by the AO. This list does not include supplies, material, equipment, or general support services which are exempt from the pre-approval requirements of this clause.

(Fill in at award or by amendment)

5.2 Reimbursement Requests

- (a) The Recipient may request reimbursement of costs incurred in the performance of this agreement if those costs do not exceed the funds available under section 2.2 and are allowable under the applicable cost provisions of 2 C.F.R. Part 200, Subpart E. The Recipient shall not request reimbursement more frequently than monthly.
- (b) The Recipient shall use the DELPHI eInvoicing System to submit requests for reimbursement to the payment office. When requesting reimbursement of costs incurred or credit for cost share incurred, the Recipient shall electronically submit supporting cost detail with the SF 271 (Outlay Report and Request for Reimbursement for Construction Programs) to clearly document all costs incurred.
- (c) The Recipient's supporting cost detail shall include a detailed breakout of all costs incurred, including direct labor, indirect costs, other direct costs, travel, etc., and the Recipient shall identify the Federal share and the Recipient's share of costs. If the Recipient does not provide sufficient detail in a request for reimbursement, the AO may withhold processing that request until the Recipient provides sufficient detail.
- (d) The USDOT shall not reimburse costs unless the Agreement Officer's Representative (the "AOR") reviews and approves the costs to ensure that progress on this agreement is sufficient to substantiate payment.
- (e) The USDOT may waive the requirement that the Recipient use the DELPHI eInvoicing System. The Recipient may obtain waiver request forms on the DELPHI eInvoicing website (<http://www.dot.gov/cfo/delphi-einvoicing-system.html>) or by contacting the AO. A Recipient who seeks a waiver shall explain why they are unable to use or access the Internet to register and enter payment requests and send a waiver request to

Director of the Office of Financial Management
US Department of Transportation,
Office of Financial Management B-30, Room W93-431
1200 New Jersey Avenue SE
Washington DC 20590-0001

or

DOTElectronicInvoicing@dot.gov.

If the USDOT grants the Recipient a waiver, the Recipient shall submit SF 271s directly to:

DOT/FAA
P.O. Box 268865
Oklahoma City, OK 73125-8865
Attn: Agreement Specialist

- (f) The requirements set forth in these terms and conditions supersede previous financial invoicing requirements for Recipients.

ARTICLE 6 SPECIAL GRANT TERMS

- 6.1** SS4A funds must be expended within five years after the grant agreement is executed and DOT obligates the funds, which is the budget period end date in section 10.3 of the Terms and Conditions and section [wherever the date it is in this agreement].
- 6.2** The Recipient acknowledges that the Action Plan will be made publicly available, and the Recipient agrees that it will publish the final Action Plan on a publicly available website.
- 6.3** The Recipient demonstrates compliance with civil rights obligations and nondiscrimination laws, including Titles VI of the Civil Rights Act of 1964, the Americans with Disabilities Act (ADA), and Section 504 of the Rehabilitation Act, and accompanying regulations. Recipients of Federal transportation funding will also be required to comply fully with regulations and guidance for the ADA, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and all other civil rights requirements.
- 6.4** There are no other special grant requirements for this award.

ATTACHMENT A
PERFORMANCE MEASUREMENT INFORMATION

Study Area: Intersections within the city limits of Ashland, KY

Baseline Measurement Date: November 30, 2023

Baseline Report Date: December 31, 2023

Table 1: Performance Measure Table

Measure	Category and Description	Measurement Frequency
Equity	Percent of Funds to Underserved Communities: Funding amount (of total project amount) benefitting underserved communities, as defined by USDOT	End of period of performance
Costs	Project Costs: Quantification of the cost of each eligible project carried out using the grant	End of period of performance
Lessons Learned and Recommendations	Lessons Learned and Recommendations: Description of lessons learned and any recommendations relating to future projects of strategies to prevent death and serious injury on roads and streets.	End of period of performance

**ATTACHMENT B
CHANGES FROM APPLICATION**

INSTRUCTIONS FOR COMPLETING ATTACHMENT B: Describe all material differences between the scope, schedule, and budget described in the application and the scope, schedule, and budget described in Article 3. The purpose of this attachment B is to document the differences clearly and accurately in scope, schedule, and budget to establish the parties' knowledge and acceptance of those differences. See section 10.1.

Scope:

Schedule:

Budget:

The table below provides a summary comparison of the project budget.

Fund Source	Application		Section 3.3	
	\$	%	\$	%
Previously Incurred Costs (Non-Eligible Project Costs)				
Federal Funds				
Non-Federal Funds				
Total Previously Incurred Costs				
Future Eligible Project Costs				
SS4AFunds				
Other Federal Funds				
Non-Federal Funds				
Total Future Eligible Project Costs				
Total Project Costs				

ATTACHMENT C
RACIAL EQUITY AND BARRIERS TO OPPORTUNITY

1. Efforts to Improve Racial Equity and Reduce Barriers to Opportunity.

The Recipient states that rows marked with "X" in the following table are accurate:

	A racial equity impact analysis has been completed for the Project. <i>(Identify a report on that analysis or, if no report was produced, describe the analysis and its results in the supporting narrative below.)</i>
	The Recipient or a project partner has adopted an equity and inclusion program/plan or has otherwise instituted equity-focused policies related to project procurement, material sourcing, construction, inspection, hiring, or other activities designed to ensure racial equity in the overall delivery and implementation of the Project. <i>(Identify the relevant programs, plans, or policies in the supporting narrative below.)</i>
	The Project includes physical-barrier-mitigating land bridges, caps, lids, linear parks, and multimodal mobility investments that either redress past barriers to opportunity or that proactively create new connections and opportunities for underserved communities that are underserved by transportation. <i>(Identify the relevant investments in the supporting narrative below.)</i>
	The Project includes new or improved walking, biking, and rolling access for individuals with disabilities, especially access that reverses the disproportional impacts of crashes on people of color and mitigates neighborhood bifurcation. <i>(Identify the new or improved access in the supporting narrative below.)</i>
	The Project includes new or improved freight access to underserved communities to increase access to goods and job opportunities for those underserved communities. <i>(Identify the new or improved access in the supporting narrative below.)</i>
	The Recipient has taken other actions related to the Project to improve racial equity and reduce barriers to opportunity, as described in the supporting narrative below.
X	The Recipient has not yet taken actions related to the Project to improve racial equity and reduce barriers to opportunity but, before beginning construction of the project, will take relevant actions described in the supporting narrative below
X	The Recipient has not taken actions related to the Project to improve racial equity and reduce barriers to opportunity and will not take those actions under this award.

2. Supporting Narrative.

This grant is for an Action Plan with no construction occurring during this phase. The Action Plan developed under this grant will consider elements that can be included within a future construction phase to improve racial equity and reduce barriers to opportunity.

ORDINANCE NO. _____, 2025

AN ORDINANCE OF THE CITY OF ASHLAND, KENTUCKY, AMENDING PART VI: BENEFITS, A. HOLIDAYS AND C. VACATION LEAVE, OF THE “POLICIES AND PROCEDURES, COMPENSATION PLAN AND CLASSIFICATION PLAN” AS ADOPTED BY ORDINANCE NO. 51, SERIES OF 2017, AS PREVIOUSLY AMENDED.

* * * * *

BE IT ORDAINED BY THE CITY OF ASHLAND, KENTUCKY:

SECTION 1. That Ordinance No. 51, series of 2017, as previously amended, being an ordinance entitled, “AN ORDINANCE OF THE CITY OF ASHLAND, KENTUCKY, ADOPTING THE POLICIES AND PROCEDURES, COMPENSATION PLAN AND CLASSIFICATION PLAN FOR THE CITY OF ASHLAND, KENTUCKY AND REPEALING ORDINANCE NO. 91, SERIES OF 2011, AND ALL AMENDMENTS THERETO” is hereby amended. PART VI. BENEFITS, A. Holidays and C. Vacation (Annual Leave), are hereby amended. A copy of said amended sections is attached hereto and made a part hereof by reference.

SECTION 2. All other ordinances and parts of ordinances in conflict herewith, to the extent of such conflict only, are hereby repealed.

SECTION 3. This ordinance shall be in full force and effect from and after its adoption and readoption and publication, as required by law.

SECTION 4. It is hereby authorized that publication of this ordinance shall be in summary form.

MAYOR

ATTEST:

CITY CLERK

ADOPTED BY THE BOARD OF COMMISSIONERS: _____
READOPTED BY THE BOARD OF COMMISSIONERS: _____
PUBLISHED: _____

REQUESTED/SPONSORED BY: MICHELLE VEACH
ASSISTANT CHIEF FINANCIAL OFFICER

PART VI: BENEFITS

This section does not apply to City employees who are members of a bargaining unit covered by a current employee contract with the City.

A. Holidays:

1. The following days are declared paid holidays at the regular rate of pay for all employees occupying authorized positions:

- a. The first day of January (New Year's Day).
- b. The third Monday in January (Martin Luther King, Jr. Day).
- c. The third Monday in February (President's Day).
- d. The first Sunday on or after the first full moon after the Vernal equinox (Easter Sunday).
- e. The last Monday in May (Memorial Day).
- f. The fourth (4th) day of July (Independence Day).
- g. The first Monday in September (Labor Day).
- h. The eleventh (11th) day of November (Veterans Day).
- i. The fourth Thursday in November (Thanksgiving Day).
- j. The Friday after the fourth Thursday in November (Day after Thanksgiving).
- k. The twenty-fourth (24th) day of December (Christmas Eve).
- l. The twenty-fifth (25th) day of December (Christmas Day).
- m. Exceptions:

(1) Police Lieutenants shall follow the holiday pay outlined in the Police Department contract.

(2) Battalion Chief – shall follow holidays as outlined in the Fire Department contract with the exception of holiday pay, which has been adjusted in the salary for this position.

2. In addition to the above, any day may be designated as a holiday by ordinance adopted by the Board.

3. When a holiday falls on Saturday, the preceding business day shall be considered the holiday; when a holiday falls on Sunday, the following business day shall be considered the holiday except that employees may receive the first working day preceding or following Easter Sunday as the holiday subject to scheduling by the Department Director.

4. Employees in authorized positions who work on a holiday shall be compensated for working on the holiday as follows:

a. With the exception of Police Lieutenants who shall receive holiday pay, exempt employees required to work the holiday for an emergency or with prior City Manager approval shall receive commensurate time off at a later date at a time agreed to in advance by the employee's immediate supervisor.

b. Non-exempt employees shall be compensated for actual hours worked in addition to holiday pay; in addition, employees assigned to shift work who are unable to observe the holiday shall be entitled to one (1) additional day for each holiday designated by the Board, shift workers who observe the holiday are granted an additional day off with pay.

5. In order for an employee to be paid for a holiday, the employee must work the last scheduled day before and the first scheduled day after the holiday unless the absence(s) is/are approved in advance.

6. The above listed holidays shall be deemed as days off without pay for part-time temporary and seasonal employees.

7. Employees absent from work on legal holidays, during sick leave, vacation or on special leave of absence with pay, shall receive holiday benefits.

C. Vacation (Annual Leave):

1. All employees occupying authorized positions shall receive annual leave with full pay at the current rate of pay when the vacation leave is taken.

2. The following vacation leave schedule shall apply:

a. Employees in non-exempt positions:

Years of Service	Work Week 40 hrs.	Maximum Accrual	Part-Time	Maximum Accrual
0 to 5 yrs	80 hrs./yr.	120 hrs.	60 hrs./yr.	90 hrs.
6 to 10 yrs.	120 hrs./yr.	180 hrs.	90 hrs./yr.	135 hrs.
11-15 yrs.	160 hrs./yr.	240 hrs.	120 hrs./yr.	180 hrs.
16-19 yrs.	200 hrs./yr.	300 hrs.	150 hrs./yr.	225 hrs.
20+ yrs.	240 hrs./yr.	360 hrs.	170 hrs./yr.	270 hrs.

b. Employees in exempt positions:

Battalion Chiefs

Years of Service	Work Week 40 hrs.	Maximum Accrual	24-Hour Shifts	Maximum Accruals
0 to 5 yrs.	120 hrs./yr.	180 hrs.	9 days	14 days
6 to 10 yrs.	160 hrs./year	240 hrs.	12 days	18 days
11 to 19 yrs.	200 hrs./year	300 hrs.	15 days	23 days
20 yrs & above	240 hrs./yr.	360 hrs.	18 days	27 days

3. Employees shall accrue one-twelfth (1/12th) of the annual amount after each month of employment, and may accrue up to one and one-half (1½) times the amount allowed annually. No vacation hours will accrue over the one and one-half (1½) limit unless approval is granted by the City Manager and only if the failure of the employee to take vacation is the result of a directive of the City Manager. The maximum vacation payout for an employee leaving City employment is one and one-half (1½) times the amount allowed annually.

4. For accrual purposes, employees who begin working on or before the 15th of the month shall be entitled to full accrual for the month; if employed on or after the 16th, accruals shall begin the following month.

5. Employees in exempt positions may use vacation leave prior to actual accrual during the first year of employment; employees in non-exempt positions may use accrued vacation leave after six (6) months of service.

6. Payment for vacation leave in lieu of time off shall not be granted.

7. Vacation leave requests shall be submitted to the Department Director as far in advance as possible (one (1) month is preferred); vacation leave may be disapproved if the employee's services are needed at the time vacation leave is requested. Department Directors may require departmental employees to submit requests for vacation leave for the year at the beginning of the year. In the event that two (2) or more employees in the same Division request vacation leave for the same time period, priority shall be determined by seniority. All leave must be documented by entering the request via the City's HRIS System, BambooHR. The employee must indicate the type of leave to be taken (e.g., vacation, sick, employee's birthday, bereavement, Military Leave, Jury Duty, FMLA), the dates of the leave, and the total hours to be taken from the designated leave category. Before requesting paid leave, employees must confirm that the leave to be requested is available by checking the leave balance on their most current pay stub. Foreseeable leave should be requested as far in advance as possible (one (1) month is preferred), or as soon as practicable. If the leave is unforeseeable, the leave request should be completed and submitted to the supervisor as soon as the employee returns. The employee's immediate supervisor is responsible for review and approval of leave requests. In the event that the immediate supervisor is unable to review the request, it will then be deferred to the Director for review. The supervisor must verify whether the employee has the necessary paid leave available before approving a request for paid time off. Once confirmed, the supervisor must approve or deny the request for leave and respond to the employee via BambooHR within 5 business days of the initial request. If the request for time off is denied, the supervisor must respond to the employee in the comment section of the request, stating the reason the leave was not approved.

8. After successful completion of the original probation period, any employee who terminates employment with the city shall be compensated for all unused vacation leave.

9. Subject to review by the HR Director, the Department Director shall ensure that records are kept for vacation leave allowance and vacation leave taken for each employee; vacation leave taken shall be limited to the current amount accrued unless approved in advance by the City Manager.

10. Battalion Chiefs receive full amount of yearly accrual on January 1st. In the event of retirement, vacation leave will be pro-rated to accrued amount earned.

Revised 12/2025

Cross-reference:

See Vacation Donation Program, Appendix I

RESOLUTION NO. _____, 2025

A RESOLUTION OF THE CITY OF ASHLAND, KENTUCKY,
APPROVING AND AUTHORIZING AN ASSISTANCE
AGREEMENT BETWEEN THE CITY OF ASHLAND,
KENTUCKY AND THE KENTUCKY INFRASTRUCTURE
AUTHORITY TO PROVIDE UP TO \$44,000,000 OF LOAN
FUNDS FOR PROJECT NUMBER A22-005.

* * * * *

WHEREAS, the Board of Commissioners (the “Governing Authority”) of the City of Ashland, Kentucky, (the “Borrower”) has previously determined that it is in the public interest to acquire and construct certain facilities and improvements (the “Project”) to the Borrower’s wastewater system (the “System”); and

WHEREAS, the Borrower has made application to the Kentucky Infrastructure Authority (the “Authority”) for the purpose of providing monies to construct the Project; and

WHEREAS, in order to obtain such monies, the Borrower is required to enter into an Assistance Agreement with the Authority (the “Assistance Agreement”);

NOW, THEREFORE, IT IS RESOLVED by the City of Ashland, Kentucky as follows:

SECTION 1. That the Governing Authority hereby approves and authorizes the Assistance Agreement between the Borrower and the Authority regarding Project Number A22-005 substantially in the form on file with the Borrower for the purpose of providing the necessary financing to the Borrower for the Project.

SECTION 2. That the Mayor and City Clerk of the Borrower be and hereby are authorized, directed, and empowered to execute necessary documents or agreements, and to otherwise act on behalf of the Borrower to effect such financing.

SECTION 3. That this resolution shall take effect at the earliest time provided by law.

ADOPTED on December 11, 2025.

Mayor

Attest:

City Clerk

CERTIFICATE

I, the undersigned, hereby certify that I am the duly qualified and acting City Clerk of the City of Ashland, Kentucky (the "Borrower"); that the foregoing is a full, true and correct copy of a Resolution adopted by the governing authority of the Borrower at a meeting duly held on RESOLUTION NO. _____, 2025; that the official action appears as a matter of public record in the official records or journal of the governing authority; that the meeting was held in accordance with all applicable requirements of Kentucky law, including §§ 61.805 to 61.850, inclusive, of the Kentucky Revised Statutes; that a quorum was present at the meeting; that the official action has not been modified, amended, revoked, or repealed and is now in full force and effect.

IN TESTIMONY WHEREOF, witness my signature this _____, 2025.

City Clerk

**KENTUCKY INFRASTRUCTURE AUTHORITY
ASSISTANCE AGREEMENT**

FEDERALLY ASSISTED WASTEWATER REVOLVING LOAN FUND PROGRAM

FUND A

PROJECT NUMBER:	A22-005
BORROWER:	City of Ashland, Kentucky
BORROWER'S ADDRESS:	1700 Greenup Avenue Ashland, Kentucky 41105
DATE OF ASSISTANCE AGREEMENT:	December 1, 2025
CFDA NO.:	66.458

ASSISTANCE AGREEMENT

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ASSISTANCE AGREEMENT

This ASSISTANCE AGREEMENT (this “Assistance Agreement”) is made and entered into as of the date set forth on the cover page hereof, by and between the KENTUCKY INFRASTRUCTURE AUTHORITY, a body corporate and politic, constituting a public corporation and governmental agency and instrumentality of the Commonwealth of Kentucky (the “Authority”) and the Governmental Agency identified on the cover of this Assistance Agreement (the “Borrower”):

WITNESSETH

WHEREAS, the General Assembly of the Commonwealth of Kentucky, being the duly and legally constituted legislature of Kentucky at its 1988 Regular Session, enacted House Bill 217 amending Chapter 224A of the Kentucky Revised Statutes (the “Act”), creating the “Kentucky Infrastructure Authority” to serve the public purposes identified in the Act; and

WHEREAS, the Authority has established its Program, as hereinafter defined, for the purpose of providing financial assistance to Governmental Agencies, as defined in the Act, in connection with the acquisition and construction of “projects,” as defined in the Act, in order to preserve, protect, upgrade, conserve, develop, utilize, and manage the resources of the Commonwealth of Kentucky (the “Commonwealth”), for the protection and preservation of the health, safety, convenience, and welfare of the Commonwealth and its citizens, and in that respect to assist and cooperate with Governmental Agencies in achieving such purposes; and

WHEREAS, the Program is funded in part pursuant to the Capitalization Grant Operating Agreement between the Authority and the U.S. Environmental Protection Agency dated as of November 1, 1998, as amended, supplemented, or restated from time to time (the “Federal Agreement”), under which the Authority is responsible for providing certain “match funding” described in the Federal Agreement; and

WHEREAS, the Authority has issued, and will issue from time to time, its revenue bonds in accordance with a General Trust Indenture dated as of March 1, 2010 (the “Indenture”), by and between the Authority and U.S. Bank Trust Company, National Association, as the successor-in-interest to U.S. Bank Trust Company, National Association (the “Trustee”), in order to provide the “match funding” for the Program; and

WHEREAS, the Borrower has determined that it is necessary and desirable to acquire, construct, and finance the Project, as hereinafter defined, and the Authority has determined that the Project is a “project” within the meaning of the Act and the Indenture, thereby qualifying for financial assistance from the Authority; and

WHEREAS, the Borrower desires to enter into this Assistance Agreement with the Authority for the purpose of securing from the Authority the repayable Loan hereinafter identified; and

WHEREAS, the Authority is willing to cooperate with the Borrower in making available the Loan in accordance with the Act and the Indenture to be applied to the Project upon the conditions hereinafter enumerated and the covenants by the Borrower herein contained to levy,

collect, enforce, and remit adequate Service Charges, as hereinafter defined, for the services provided by the Borrower's System, as hereinafter defined, and to apply the necessary portion of the Service Charges to the repayment of the Loan and the interest thereon, as hereinafter specifically provided; and

WHEREAS, the Authority and the Borrower have determined to enter into this Assistance Agreement in accordance with the terms of the Act and the Indenture and to set forth their respective duties, rights, covenants, and obligations with respect to the acquisition, construction, and financing of the Project and the repayment of the Loan and the interest thereon;

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL COVENANTS SET FORTH HEREIN, THE LOAN HEREBY EFFECTED, AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED BY EACH PARTY, THE PARTIES HERETO MUTUALLY COVENANT AND AGREE, EACH WITH THE OTHER, AS FOLLOWS:

ARTICLE I DEFINITIONS

All of the terms utilized in this Assistance Agreement will have the same definitions and meanings as ascribed to them in the Act and the Indenture, which Act and Indenture are hereby incorporated in this Assistance Agreement by reference, the same as if set forth hereby verbatim; provided, however, that the definitions utilized in the Act and the Indenture having general application are hereby modified in certain instances to apply specifically to the Borrower and its Project.

"ACH Authorization Form" has the meaning provided in Section 3.2 hereof.

"ACH Debit Direct Payment Method" has the meaning provided in Section 3.2 hereof.

"Act" means Chapter 224A of the Kentucky Revised Statutes, as amended from time to time.

"Administrative Fee" means the charge of the Authority for the servicing of the Loan, which is the annual percentage charged against the unpaid principal balance of the Loan as identified in the Loan Term Schedule.

"American Iron and Steel Requirement" has the meaning provided in Section 4.1(V) hereof.

"Amortization Commencement Date" means the date set forth on the Loan Term Schedule when the first payment of principal of and interest on the Loan is due under the Schedule of Payments.

"Assistance Agreement" means this agreement made and entered into by and between the Authority and the Borrower, as authorized by the Act, providing for the Authority to make a Loan to the Borrower, and for the Borrower to repay the Loan to the Authority in accordance with the terms and conditions established herein.

“Authority” means the Kentucky Infrastructure Authority created by the Act, a body corporate and politic, constituting a public corporation and a governmental agency and instrumentality of the Commonwealth, or such other designation as may be effected by future amendments to the Act.

“Authorizing Action” means the resolution or ordinance of the Borrower substantially in the form attached hereto as Exhibit D authorizing the execution of this Assistance Agreement.

“Bond” or “Bonds” means any Bonds issued, authenticated, and delivered by the Authority, past or present, under the Indenture.

“Borrower” means the Governmental Agency identified on the cover page of this Assistance Agreement and in the Project Specifics.

“Build America, Buy America Act” means Pub. L. No. 117-58, §§ 70901-52.

“Business Day” means any day other than a Saturday, Sunday, or other legal holiday on which the general offices of the Commonwealth are closed.

“Cabinet” means the Energy and Environment Cabinet of the Commonwealth.

“Code” means the Internal Revenue Code of 1986, as amended, and includes the Regulations of the United States Department of the Treasury promulgated thereunder.

“Commonwealth” means the Commonwealth of Kentucky.

“Construction” means construction as defined in the Act.

“Debt Obligations” means the outstanding obligations of the Borrower outstanding as of the date of this Assistance Agreement or issued in the future in accordance with the terms hereof, payable from all or a portion of the Revenues of the System. For purposes of clarity, a statement of the Debt Obligations of the Borrower payable from all or a portion of the Revenues of the System as of the date of this Agreement has been provided by the Borrower to the Authority and is set forth in the Project Specifics.

“Default Rate” means the rate of interest per annum identified in the Loan Term Schedule that shall apply to the Loan for all purposes effective upon and including the date of an occurrence of an Event of Default hereunder and shall continue to apply to and including the date such Event of Default is fully remedied by the Borrower in accordance with the terms and conditions set forth hereunder.

“Effective Date” means the date set forth on the cover page of this Assistance Agreement.

“Eligible Project” means an infrastructure project as defined in the Act.

“Engineers” means the firm of consulting engineers employed by the Borrower in connection with the Project and identified in the Project Specifics.

“Federal Act” means the Water Quality Act of 1987, 33 U.S.C. 1251 et. seq.

“Federal Agreement” means the Capitalization Grant Operating Agreement by and between the Authority and the U.S. Environmental Protection Agency dated as of November 1, 1998, as amended, supplemented, or restated from time to time, under which the Authority is responsible for providing certain “match funding”.

“Governmental Agency” means any agency or unit of government within the Commonwealth, now having or hereafter granted the authority and power to finance, acquire, construct, and operate an Eligible Project, including specifically but not by way of limitation, incorporated cities, counties, including any counties containing a metropolitan sewer district, sanitation districts, water districts, water associations, public authorities, sewer construction districts, metropolitan sewer districts, sanitation taxing districts, and any other agencies, commissions, districts, or authorities (either acting alone, or in combination with one another in accordance with any regional or area compact, or multi-municipal agreement), now or hereafter established in accordance with the laws of the Commonwealth having and possessing such described powers.

“Indebtedness” means and includes, as of any date, all obligations that would be included in determining total liabilities as shown on the financial statements of the Borrower pertaining to the System, including all indebtedness, for the payment of borrowed money and other similar obligations for the payment of the purchase price of property or any other assets purchased by the Borrower, by excluding any reserves for estimated obligations, deferred income, and offsets to asset values, all as recorded under and in accordance with generally accepted accounting standards.

“Indenture” means the General Trust Indenture dated as of March 1, 2010, by and between the Authority and the Trustee, as amended and supplemented by the parties thereto from time to time in accordance with its terms.

“Federal Agreement” means Capitalization Grant Operating Agreement between the Authority and the U.S. Environmental Protection Agency dated as of March 1, 1990, under which the Authority is responsible for providing certain “match funding”.

“Loan” means the loan effected under this Assistance Agreement from the Authority to the Borrower in the principal amount set forth in the Loan Term Schedule, for the purpose of defraying the costs incidental to the Construction of the Project.

“Loan Payment Date” means the dates principal of, or interest on, or Administrative Fees for the Loan are due as set forth in the Loan Term Schedule.

“Loan Rate” means the rate per annum of interest identified in the Loan Term Schedule that shall apply to the Loan absent the occurrence of an Event of Default hereunder.

“Loan Term Schedule” means the payment information and terms of the Loan identified and set forth in Exhibit F attached hereto and includes any amendments or supplements thereto.

“Person” means any individual, firm, partnership, association, limited liability company, corporation, or Governmental Agency.

“Program” means the program authorized by KRS 224A.111 and the Indenture as the “federally assisted wastewater revolving fund” for financing Eligible Projects through Loans by the Authority to Governmental Agencies and shall not be deemed to mean or include any other programs of the Authority.

“Project” means the Eligible Project described in the Project Specifics, which constitutes an Eligible Project under the Act.

“Project Specifics” means those specific details of the Project identified in Exhibit A attached hereto, all of which are incorporated by reference into this Assistance Agreement.

“Requisition for Funds” means the Program form provided by the Authority to the Borrower to be utilized by the Borrower in obtaining disbursements of the Loan from the Authority as Construction of the Project progresses.

“Revenues” means the totality of (i) service rates, rentals, and charges (including all Service Charges), and all other income of any and all types and varieties imposed, enforced, and collected by the Borrower for any services, products, or items rendered or provided by the Borrower in connection with the System; (ii) any investment income; and (iii) any other income received by the Borrower from any federal or state governmental agency as representing income or operating subsidies of the System, as distinguished from any capital grants, to the extent such income is not otherwise required to be treated and applied.

“Schedule of Payments” means the debt service schedule of the Loan as set forth in the Loan Term Schedule.

“Schedule of Service Charges” means those general charges to be imposed by the Borrower for services provided by the System, as set forth in Exhibit C hereto, which Schedule of Service Charges shall be in full force and effect to the satisfaction of the Authority before the disbursement of any portion of the Loan hereunder.

“SEC Rule” has the meaning provided in Section 6.12 hereof.

“Service Charges” means any monthly, quarterly, semi-annual, or annual charges, surcharges, or improvement benefit assessments to be imposed by a Governmental Agency, or by the Authority, with respect to the System which Service Charges arise by reason of the existence of, and requirement of, any Assistance Agreement; and for the purposes of this Assistance Agreement any such Service Charge shall be no less than those set forth in the Schedule of Service Charges. For purposes of clarity, Services Charges comprise a portion of the Revenues of the System.

“System” means the utility system owned and operated by the Borrower of which the Project shall become a part.

“Treatment Works” has the same meaning as set forth in the Act.

“Trustee” means U.S. Bank Trust Company, National Association, as the successor-in-interest to U.S. Bank, National Association, and its successors or assigns.

“2014 Appropriations Act” has the meaning provided in Section 4.1(V) hereof.

ARTICLE II REPRESENTATIONS AND WARRANTIES

Section 2.1 Representations and Warranties of Authority. The Authority represents and warrants for the benefit of the Borrower as follows:

(A) The Authority is a body corporate and politic constituting a governmental agency and instrumentality of the Commonwealth, has all necessary power and authority to enter into, and perform its obligations under, this Assistance Agreement, and has duly authorized the execution and delivery of this Assistance Agreement.

(B) Neither the execution and delivery hereof, nor the fulfillment of or compliance with the terms and conditions hereof, nor the consummation of the transactions contemplated hereby, conflicts with or results in a breach of the terms, conditions, and provisions of any restriction or any agreement or instrument to which the Authority is now a party or by which the Authority is bound, or constitutes a default under any of the foregoing.

(C) To the knowledge of the Authority, there is no litigation or proceeding pending or threatened against the Authority or any other Person affecting the right of the Authority to execute or deliver this Assistance Agreement or to comply with its obligations under this Assistance Agreement. Neither the execution and delivery of this Assistance Agreement by the Authority, nor compliance by the Authority with its obligations under this Assistance Agreement, require the approval of any regulatory body or any other entity, except such approvals that have been obtained.

(D) The authorization, execution, and delivery of this Assistance Agreement and all actions of the Authority with respect thereto, are in compliance with the Act and the Federal Act and any regulations issued thereunder.

Section 2.2 Representations and Warranties of the Borrower. The Borrower hereby represents and warrants for the benefit of the Authority as follows:

(A) The Borrower is a duly organized and validly existing Governmental Agency, as described in the Act, with full power to own its properties, conduct its affairs, enter into this Assistance Agreement, and consummate the transactions contemplated hereby.

(B) The negotiation, execution, and delivery of this Assistance Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all requisite action of the governing body of the Borrower.

(C) This Assistance Agreement has been duly executed and delivered by the Borrower and is a valid and binding obligation of the Borrower enforceable in accordance with its terms, except to the extent that the enforceability hereof may be limited by equitable principles and by bankruptcy, reorganization, moratorium, insolvency, or similar laws heretofore or hereafter enacted relating to or affecting the enforcement of creditors’ rights or remedies generally.

(D) To the knowledge of the Borrower, there is no controversy or litigation of any nature pending or threatened in any court or before any board, tribunal, or administrative body to challenge in any manner the authority of the Borrower or its governing body to make payments under this Assistance Agreement or to acquire or construct the Project; or to challenge in any manner the authority of the Borrower or its governing body to take any of the actions that have been taken in the authorization or delivery of this Assistance Agreement or the Construction of the Project; or in any way contesting or affecting the validity of this Assistance Agreement, or in any way questioning any proceedings taken with respect to the authorization or delivery by the Borrower of this Assistance Agreement, or the application of the proceeds thereof or the pledge or application of any monies or security provided therefor; or in any way questioning the due existence or powers of the Borrower, or otherwise wherein an unfavorable decision would have an adverse impact on the transactions authorized in connection with this Assistance Agreement.

(E) The authorization and delivery of this Assistance Agreement and the consummation of the transactions contemplated hereby will not constitute an event of default or violation or breach, or an event which, with the giving of notice or the passage of time or both, would constitute an event of default or violation or breach under any contract, agreement, instrument, indenture, lease, judicial or administrative order, decree, rule or regulation, or other document or law affecting the Borrower or its governing body.

(F) In accordance with the Authorizing Action of the governing body, the Borrower has approved and authorized the execution and delivery of this Assistance Agreement. The Authorizing Action was duly enacted or adopted at a duly called meeting or meetings held in accordance with the law of the governing body of the Borrower at which a quorum was present and acting throughout; is in full force and effect; and has not been superseded, altered, amended, or repealed as of the date hereof.

(G) All actions taken by the Borrower in connection with this Assistance Agreement, the Loan, and the Project have been in full compliance with the provisions of the Kentucky Open Meeting Law, §§ 61.805 to 61.850, inclusive, of the Kentucky Revised Statutes.

(H) The Borrower has obtained all licenses, permits, and other governmental approvals (including all required approvals of the Kentucky Public Service Commission) required to own, occupy, operate, and maintain the System and the Project, to charge and collect the Service Charges, and to enter into this Assistance Agreement. The Borrower is not in violation of and has not received any notice of an alleged violation of any zoning or land use laws applicable to the Project and has full right, power, and authority to perform the acts required of the Borrower by this Assistance Agreement.

(I) Legal counsel to the Borrower has duly executed and delivered the opinion of legal counsel substantially in the form set forth as Exhibit E attached hereto.

(J) The Borrower is in full compliance with all federal and state labor and procurement laws in connection with the planning, design, acquisition, and Construction of the Project.

ARTICLE III
AUTHORITY'S AGREEMENT TO MAKE LOAN; TERMS

Section 3.1 Determination of Eligibility. In accordance with the terms of the Act and the Indenture, the Authority has determined that the Borrower's Project is an Eligible Project under the Act and the Borrower is entitled to financial assistance from the Authority in connection with financing the Construction of the Project.

Section 3.2 Principal Amount of Loan Established; Loan Payments; Disbursement of Funds. The principal amount of the Loan shall be the Loan Amount as identified in the Loan Term Schedule, subject to such adjustments as may be established in any amendment or supplement to the Loan Term Schedule. Principal payments shall be made in the amounts and on the Loan Payment Dates established by the Schedule of Payments, which Schedule of Payments shall provide for approximately level debt service payments over the repayment term set forth in the Schedule of Payments, commencing on the Amortization Commencement Date.

The outstanding principal balance of the Loan shall bear interest at the Loan Rate as set forth in the Loan Term Schedule. Beginning on the Amortization Commencement Date, principal and interest on the Loan shall be payable in the amounts and on the Loan Payment Dates set forth in the Schedule of Payments.

The Authority shall advance the proceeds of the Loan as Construction of the Project progresses upon the submission by the Borrower of a Requisition for Funds in substantially the same form provided by the Authority from time to time. Except as otherwise provided upon an Event of Default, each disbursement under a Requisition for Funds representing a portion of the principal amount of the Loan shall bear interest at the Loan Rate from the date of the disbursement. The Borrower shall pay interest on the unpaid balance of disbursements at the Loan Rate payable on each Loan Payment Date before the Amortization Commencement Date.

Notwithstanding any other provision herein, the Loan shall bear interest at the Default Rate from and including the date of an occurrence of an Event of Default to and including the date the Borrower fully remedies such Event of Default. The Default Rate shall apply to all principal unpaid hereunder, together with all unpaid interest accrued but unpaid to the date of such Event of Default, all due but unpaid fees set out on the Loan Term Schedule, and all reasonable costs and expenses of the Authority incurred as a result of such Event of default in accordance with Section 8.2 hereof from and including the date of incurrence thereof to and including the date of reimbursement therefor by the Borrower.

Notwithstanding any other provision herein, upon an Event of Default, the Authority may, in its sole discretion, direct the Borrower to make all Loan payments on the first day of each calendar month, in amounts calculated and determined by the Authority in accordance with this Assistance Agreement, during the continuation of such Event of Default

Interest on the Loan shall be calculated on the actual number of days and an assumed 360-day year.

Payments of principal and interest on the Loan shall be payable in lawful money of the United States of America at the principal office of the Authority or the Trustee, as designated by

the Authority. If so requested by the Authority, Loan payments hereunder shall be made by the Borrower in accordance with the ACH Debit Direct Payment Method (the “ACH Debit Direct Payment Method”) as described and detailed in the ACH Debit Direct Payment Authorization Form (the “ACH Authorization Form”) as provided by the Authority or the Trustee to the Borrower, which ACH Authorization Form shall be completed, signed, and forwarded to the Authority or the Trustee before the Borrower shall receive any disbursement of the proceeds of the Loan from the Authority.

Section 3.3 Borrower’s Right to Prepay Loan. The Borrower shall have the right to prepay and retire the entire amount of the Loan at any time without penalty upon written notice to the Authority no less than five Business Days in advance of the prepayment.

Notwithstanding the foregoing, upon the determination by the Authority that it intends to issue Bonds secured by a pledge of the payments on the Loan, the Authority shall advise the Borrower (i) of the Authority’s intention to proceed with the authorization of such Bonds; (ii) of the limitation on prepayments applicable to the Bonds as a result of the issuance of such Bonds by the Authority; and (iii) that the Borrower has thirty days from its receipt of the notice to exercise its option to prepay the Loan. Upon the expiration of the thirty-day period, the Borrower’s right to prepay the Loan shall be limited to the terms described in the notice.

Section 3.4 Subordination of Loan. The Authority hereby agrees that, subject to compliance by the Borrower with the covenants and conditions set forth in this Assistance Agreement, the source of payment for the Loan shall be inferior and subordinate to the security interest and source of payment for the Debt Obligations of the Borrower payable from the Revenues of the System outstanding at the time this Assistance Agreement is executed as identified in the Project Specifics. Notwithstanding the foregoing, (i) the source of payment for the Loan shall be on a parity with the security interest and source of payment for any Debt Obligations of the Borrower payable from the Revenues of the System outstanding at the time this Assistance Agreement is executed that are not identified in the Project Specifics, unless otherwise consented to in writing by an authorized representative of the Authority; (ii) the source of payment for the Loan shall be on a parity with the security interest and source of payment for any Debt Obligations of the Borrower issued after the Effective Date of this Assistance Agreement, unless otherwise consented to in writing by an authorized representative of the Authority; and (iii) the Authority shall receive notice of the additional incurrence of Indebtedness by the Borrower in accordance with Section 5.6(C) hereof.

ARTICLE IV CONDITIONS PRECEDENT TO DISBURSEMENT REQUISITION FOR FUNDS

Section 4.1 Covenants of the Borrower and the Conditions of the Loan. By the execution of this Assistance Agreement, the Borrower agrees that before any requests for the disbursement of all or a portion of the Loan made hereunder, the Borrower shall supply the Authority and the Cabinet appropriate documentation, satisfactory to the Authority, in its sole discretion, indicating the following:

authorized agents, shall have the right at all reasonable times, subject to prior notice to the Borrower, to enter upon the Project and its site during Construction of the Project and to examine and inspect same, and the Borrower will assure that any contractor or contractors retained or utilized by the Borrower for the Project will provide facilities for such access and inspection.

(B) All real estate and interests in real estate and all personal property constituting the Project and the Project sites heretofore or hereafter acquired shall at all times be and remain the property of the Borrower and constitute a part of the System; provided, however, the Borrower shall not be required to be the fee title owner of any pipes or lines replaced as part of the Project, the fee title to which currently belongs to or more sensibly belongs to the owner of the property upon which such pipes or lines are located.

(C) If the Borrower is required to provide additional financing for the Project from sources other than the Authority (as described in the Project Specifics), the Authority shall have the right to receive such reasonable proof as it may require of the ability of the Borrower to finance the costs of Construction of the Project over and above the Loan, before the disbursement by the Authority of any portion of the Loan.

(D) The Borrower shall do all things necessary to acquire all proposed and necessary sites, easements, and rights of way necessary or required in respect of the Project and demonstrate its ability to construct the Project in accordance with the plans, design, and specifications prepared for the Borrower by the Engineers.

(E) Actual Construction and installation incident to the Project shall be performed by either the lump sum (fixed price) or unit price contract method and adequate legal methods of obtaining public, competitive bidding will be employed before the awarding of the Construction contract for the Project in accordance with Kentucky law.

(F) Unless Construction of the Project has already been initiated as of the Effective Date, in accordance with due compliance with applicable state law and regulations, the Project will not be advertised or placed on the market for Construction bidding by the Borrower until the final plans, designs, and specifications therefor have been approved by such state and federal agencies and authorities as may be legally required, and until written notification of such approvals has been received by the Borrower and furnished to the Authority.

(G) The Construction contract or contracts shall require the contractor to comply with all provisions of federal and Kentucky law legally applicable to such work, and any amendments or modifications thereto, together with all other applicable provisions of law, to cause appropriate provisions to be inserted in subcontracts to insure compliance therewith by all subcontractors subject thereto, and to be responsible for the submission of any statements required of subcontractors thereunder.

(H) A work progress schedule utilizing a method of standard acceptance in the engineering community shall be prepared before the institution of Construction in connection with each Construction contract, or, if Construction has already been initiated as of the date of this Assistance Agreement, at the earliest practicable date, to indicate the proposed schedule as to

completion of the Project and same shall be maintained monthly thereafter to indicate the actual Construction progress of the Project.

(I) Before the award of the Construction contract and before the commencement of Construction, the Borrower will arrange and conduct a conference regarding the Project; the conference shall include representatives of the Authority, the Borrower, the Cabinet, and any other participating federal or state agency, the Engineers, and all Construction contractors. Such conference shall be held in accordance with guidelines established by the Authority and the Cabinet. A written brief of the conference summarizing the Construction schedule, fund requirements schedule, payment authorizations, responsible parties for approval of all facets of the Construction and payment therefor, and other pertinent matters shall be prepared and distributed to each party involved, and all Construction contractors and Engineers. Provided, however, that if Construction shall have been initiated as of the date of this Assistance Agreement, this provision may be waived by the Authority in its sole discretion.

(J) All Construction contracts will be prepared so that federal participation costs, if any, and state participation costs may be readily segregated from local participation costs, if any, and from each other, and in such manner that all materials and equipment furnished to the Borrower may be readily itemized.

(K) The Borrower shall promptly submit any change or changes in a Construction contract to the Authority, the Cabinet, and any required state or federal agencies.

(L) The Construction, including the letting of contracts in connection therewith, will conform in all respects to applicable requirements of federal, state and local laws, ordinances, rules, and regulations.

(M) The Borrower will proceed expeditiously with and complete the Project in accordance with the approved surveys, plans, specifications, and designs or amendments thereto, prepared by the Engineers for the Borrower and approved by state and federal agencies.

(N) If requested, the Borrower will erect at the Project sites, signs satisfactory to the Authority and the United States Environmental Protection Agency noting the participation of the Authority and the U.S. Government in the financing of the Project.

(O) Except as otherwise provided in this Assistance Agreement, the Borrower shall have the sole and exclusive charge of all details of the Construction.

(P) The Borrower shall keep complete and accurate records of the costs of acquiring the Project sites and the costs of Construction. The Borrower shall permit the duly authorized representatives of the Authority, the Cabinet, and any Kentucky or federal agencies to inspect all books, documents, papers, and records relating to the Project at any and all reasonable times for the purpose of audit and examination. The Borrower shall submit to the Authority and the Cabinet such documents and information as such may reasonably require in connection with the administration of any federal or state assistance.

(Q) The Borrower shall require that each Construction contractor or contractors furnish a performance and a payment bond in an amount at least equal to 100% of the contract price or the

portion of the Project covered by the particular contract as security for the faithful performance of each such contract.

(R) The Borrower shall require that each of its contractors and all subcontractors maintain during the life of the Construction contract, worker's compensation insurance, public liability insurance, property damage insurance, and vehicle liability insurance in amounts and on terms satisfactory to the Authority. Until the Project is completed and accepted by the Borrower, the contractor shall maintain builders risk insurance (fire and extended coverage) on a 100% basis (completed value form) on the insurable portion of the Project, such insurance to be made payable to the order of the Authority, the Borrower, the prime contractor, and all subcontractors, as their interests may appear.

(S) The Borrower shall provide and maintain competent and adequate resident engineering services covering the supervision and inspection of the development and Construction of the Project and bearing the responsibility of assuring that Construction conforms to the approved plans, specifications, and designs prepared by the Engineers. The resident engineer shall certify to the Authority, the Cabinet, any involved state or federal agencies, and the Borrower at the completion of Construction that Construction is in accordance with the approved plans, specifications, and designs and approved amendments thereto.

(T) The Borrower shall demonstrate to the satisfaction of the Authority the legal capability of the Borrower to enact, adopt, levy, charge, collect, enforce, and remit to the Authority and the Cabinet the Service Charges of the Borrower described in the Schedule of Service Charges attached hereto as Exhibit C and submit proof satisfactory to the Authority that the Service Charges are in full force and effect as of the submission of the initial Requisition for Funds.

(U) The Borrower shall require all laborers and mechanics employed by contractors and subcontractors on the Project shall be paid wages at rates not less than prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with Subchapter IV of Chapter 31 of Title 40, United States Code.

(V) The Borrower shall comply with all federal requirements applicable to the Loan, including those imposed by Pub. L. No. 113-76, Consolidated Appropriations Act, 2014 (the "2014 Appropriations Act") and the Build America, Buy America Act ("BABA") and related Program policy guidelines. The Borrower understands that, among other requirements, (i) all of the iron and steel products used in the Project are to be produced in the United States ("American Iron and Steel Requirement") unless (a) the Borrower has requested and obtained a waiver from the Authority and the United States Environmental Protection Agency pertaining to the Project or (b) the Authority has otherwise advised the Borrower in writing that the American Iron and Steel Requirement is not applicable to the Project; or (ii)(a) all iron and steel items used in projects must be produced in the United States pursuant to BABA; (b) all manufactured products must be produced in the United States; and (c) all Construction materials must be manufactured in the United States ("BABA Requirements"), unless (y) the Governmental Agency has requested and obtained a waiver from the Authority and the United States Environmental Protection Agency pertaining to the Project; or (z) the Authority has otherwise advised the Governmental Agency in writing that the BABA Requirements are not applicable to the Project.

(W) The Borrower shall comply with all record keeping and reporting requirements under the Federal Act, including any reports required by a Federal agency or the Authority such as performance indicators of program deliverables, information on costs and Project progress. The Borrower understands that (i) each contract and subcontract related to the Project is subject to audit by appropriate federal and state entities and (ii) failure to comply with the Federal Act and this Agreement may be a default hereunder that results in a repayment of the Loan in advance of the maturity and/or other remedial actions.

Notwithstanding anything in this Assistance Agreement to the contrary, if the Borrower fails to comply at any time with the provisions of Section 4.1(V) or Section 4.1(W) hereof, the Authority may, at its sole discretion, withhold the disbursements of any proceeds of the Loan to the Borrower or its designee.

Section 4.2 Additional Conditions to Disbursement Required Under the Federal Agreement. The Borrower, in order to comply with the terms and conditions of the Federal Agreement, further covenants and further agrees to additional conditions to disbursement as follows:

(A) That the Project shall be completed no later than the Amortization Commencement Date.

(B) Notwithstanding any other agreements contained herein regarding the maintenance of books and records, that it shall maintain Project accounts in accordance with generally accepted governmental accounting standards, as required by the Federal Act. The Borrower shall retain such records for no less than three years following the final payment by the Borrower under this Assistance Agreement or if any portion of the Project is disposed of, until at least three years after such disposition; provided that if any litigation, claim, appeal, or audit is commenced before the end of such period such records shall be maintained until the completion of such action or until three years after such commencement, whichever is later.

(C) That it has not and will not apply any other federal funding to the Project in a manner that would cause it to receive “double benefits” as described in § 603 of the Water Quality Act of 1987.

(D) That all real property or property rights required for the completion of the Project shall be obtained, by easement, purchase, or other means acceptable to the Authority, before commencement of Construction and that the relocation of any Person resulting therefrom be in accordance with 49 CFR 24 for Uniform Relocation Assistance and Real Property Acquisition Act of 1970.

(E) That all Project contractors shall be required to retain Project records for the periods established for the retention of the Borrower’s records in Section 4.2(B) hereof.

(F) That no more than fifty percent of the proceeds of the Loan shall be disbursed before the Cabinet has approved the final plan for operation of the Project.

(G) That no more than ninety percent of the proceeds of the Loan shall be disbursed before the Cabinet has approved the draft operations and maintenance manual.

(H) That final disbursement will not be remitted before the Cabinet has approved a final operations and maintenance manual.

(I) That, as required by 40 CFR 35.2218, all engineering services regarding Construction and regarding the first year of operation of the Project shall be provided for, including the following:

(1) The operation of the Project and the revision of the operations and maintenance manual as necessary to accommodate actual operating experience;

(2) The training of operating personnel, including preparation of curricula and training material for operating personnel; and

(3) Advice as to whether the Project is meeting the Project performance standards (including three quarterly reports and one Project performance report).

(J) That it shall advise the Cabinet and the Authority in writing of the date for initiation of operation of the Project.

(K) That within one year after operation is initiated, it shall certify to the Cabinet and the Authority that the Project is capable of meeting the Project performance standards.

(L) That it shall provide that qualified inspectors are present at the Construction site. A summary of such inspector's qualifications and experience shall be submitted to the Cabinet and the Authority.

(M) That it shall notify the Authority and the Cabinet of the completion date of the Project.

(N) That it agrees to the terms and conditions of its application for assistance and the Authority's commitment to provide assistance, the terms of which are incorporated herein by reference.

(O) That all measures required to minimize water pollution to affected waters shall be employed in the Construction of the Project including compliance with § 404 of Pub. L. No. 92-500, as amended, it being understood that approval of the Project does not constitute sanction or approval of any changes or deviations from established water quality standards, criteria implementation dates, or dates established by enforcement proceedings.

(P) That it shall enact a sewer use ordinance complying with the requirements set forth in the Federal Agreement and the Interagency Agreement.

(Q) That it will comply with regulations of 2 CFR 200.216 ("Prohibition on certain telecommunication and video surveillance services or equipment"), implementing § 889 of Public Law 115-232. Accordingly, the Borrower agrees that no proceeds of the Loan will be used to procure (enter into, extend, or renew contracts) or obtain equipment, systems, or services that use Covered Telecommunications Equipment or Services (as defined below) as a substantial or essential component of any system, or as critical technology as part of any system. The Borrower

agrees that no proceeds of the Loan will be used to enter into a contract with an entity that uses any equipment, system, or service that uses Covered Telecommunications Equipment or Services as a substantial or essential component of any system, or as critical technology as part of any system.

Covered Telecommunications Equipment or Services means:

- (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
- (2) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- (3) Telecommunications or video surveillance services provided by such entities or using such equipment.
- (4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Section 4.3 Disbursements of Loan Funds; Requisition for Funds. The Borrower shall submit to the Authority (or the Trustee acting on behalf of the Authority, if so designated) and the Cabinet a Requisition for funds before the fifth day of each month (or such other designated period as is acceptable to the Authority), in substantially the same form provided by the Authority to the Borrower from time to time, accompanied by, to the extent requested by the Authority, the following documentation:

(A) A full and complete accounting of the costs of the Project to be obligated by contract or otherwise during the month in question, or already obligated and not included in any previous accounting.

(B) A full and complete accounting of any costs of the Project paid by the Borrower from its own funds with the approval of the Authority and excluded from any previous accounting for which the Borrower seeks reimbursement.

(C) A full and complete accounting of any costs of the Project paid or requisitioned under any other financing, loan, bond, grant, or similar agreement or paid from the Borrower's own funds for which the Borrower does not seek reimbursement and which have not been identified in any previous requisition form.

(D) The contractor's estimate of work performed during the preceding month in accordance with Construction contracts for the Project and payment due thereunder, together with the Engineer and Borrower's approval thereof for disbursement by the Authority.

Upon the Authority's receipt of the Requisition for Funds and such additional documentation as it may require, and subject to certification by the Cabinet, the Authority may direct the Trustee to remit the amount requested to the Borrower as a draw upon the Loan. If directed by the Authority, the Borrower shall establish, with the Trustee, an electric fund transfer system, which may be an ACH Payment Method.

The Authority may disburse proceeds of the Loan directly to the Borrower. The Borrower, if so directed by the Authority, shall establish itself as a vendor under the Commonwealth's eMars system.

ARTICLE V
CERTAIN COVENANTS OF THE BORROWER;
PLEDGE OF REVENUES; PAYMENTS TO BE MADE BY
THE BORROWER TO THE AUTHORITY

Section 5.1 Imposition of Service Charges; Pledge of Revenues. The Borrower hereby irrevocably covenants and agrees to comply with all of the terms, conditions, and requirements of this Assistance Agreement, in accordance with which the Loan is to be made by the Authority to the Borrower as specified herein, in the Act, and the Indenture. The Borrower hereby further irrevocably covenants and agrees that it already has, or will, to the extent necessary, immediately impose Service Charges upon all Persons to whom or which services are provided by the System; such Service Charges to be no less than as set forth on Exhibit C attached hereto.

There are hereby pledged for the payment of the principal of and interest on the Loan, in accordance with the terms and the provisions hereof, the Authorizing Action, and the Act, (i) the Revenues; and (ii) any disbursements made under the Loan in accordance with Section 4.3 hereof until expended by the Borrower for the Construction of the Project.

Section 5.2 Borrower's Obligation to Repay Loan. The obligation of the Borrower to repay the Loan from the Revenues shall not be revocable, and if services supplied by the Project shall cease, or be suspended for any reason, the Borrower shall continue to be obligated to repay the Loan from the Service Charges.

Section 5.3 Covenant to Adjust Service Charges. If, for any reason, the Schedule of Service Charges shall be insufficient to (i) provide for the required coverage of all debt service payments on obligations payable from the Revenues of the System as set forth in Section 5.4 hereof; (ii) provide for the operation of the System as required under this Assistance Agreement; and (iii) make the required deposits to the Maintenance and Replacement Reserve, the Borrower hereby covenants and agrees that it will, upon notice by the Authority, to the full extent authorized by law, both federal and Kentucky, immediately adjust and increase such Schedule of Service Charges or immediately commence proceedings for a rate adjustment and increase with all applicable regulatory authorities so as to provide funds sufficient to pay the debt service requirements set forth in the Schedule of Payments and the Authority's Administrative Fee, to provide for the operation of the System as required under this Assistance Agreement, and to make required deposits to the Maintenance and Replacement Reserve.

Section 5.4 Adequacy of Service Charges. The Borrower hereby covenants during the term of this Assistance Agreement to impose Service Charges in each of the Borrower's fiscal years adequate to pay at least the sum of the following for each such fiscal year: (i) 110% of the debt service and Administrative Fees coming due during each such fiscal year on this Loan and all other Debt Obligations and other indebtedness secured and payable from the Revenues of the System, in each case computed as of the beginning of each such fiscal year (except to the extent the Borrower has by binding ordinance or resolution committed reserves to the payment of any such debt service); (ii) the amounts required to provide for the operation of the System during each such fiscal year as required by this Assistance Agreement; and (iii) the amounts to be deposited hereunder to the Maintenance and Replacement Reserve for each such fiscal year. The Borrower hereby further covenants that the Service Charges identified on Exhibit C attached hereto are sufficient to permit the Borrower to achieve the foregoing debt service coverage ratio for the fiscal year of the Borrower during which this Assistance Agreement will become effective.

Section 5.5 Covenant to Establish Maintenance and Replacement Reserve. The Borrower shall establish a special account identified as a "Maintenance and Replacement Reserve". The Borrower shall deposit funds into the Maintenance and Replacement Reserve on the dates and in the amounts set forth in the Project Specifics. The Borrower may expend funds held within the Maintenance and Replacement Reserve to pay extraordinary maintenance expenses related to the System or to pay unbudgeted costs of replacing worn or obsolete portions of the System, subject to the prior written approval of the Authority.

Section 5.6 Reports; Inspection. The Borrower hereby irrevocably covenants and agrees with the Authority:

(A) That the Borrower will furnish to the Authority and the Cabinet not less than annually reports of the operations and Revenues of the System and will permit authorized agents of the Authority to inspect all records, accounts, and data of the System at all reasonable times.

(B) That the Borrower will collect, account for, and promptly remit to the Authority those specific revenues, funds, income, and proceeds derived from the Revenues of the System incident to this Assistance Agreement.

(C) That the Borrower will notify the Authority in writing of its intention to incur Indebtedness payable from the Revenues of the System not less than thirty days before the execution of any agreement obligating the Borrower to incur any such Indebtedness.

Section 5.7 Segregation of Funds. The Borrower shall at all times account for the Revenues of the System and distinguish same from all other revenues, monies, and funds of the Borrower, if any.

Section 5.8 Mandatory Sewer Connection. The Borrower hereby irrevocably covenants and agrees with the Authority that it will, to the maximum extent permitted by Kentucky law, and by means of ordinance, resolution, or other appropriate legislative order or action, mandatorily require the connection to and use of, the sanitary sewers constituting the System by all persons owning, renting, or occupying premises that generate pollutants where such sanitary sewers are reasonably available to such premises, and to exhaust, at the expense of the Borrower, all remedies

for the collection of Service Charges, including, either directly or indirectly, in accordance with authority granted by §§ 96.930 to 96.943, inclusive, of the Kentucky Revised Statutes, and the Act, causing termination of water services to any premises where the bill for sewer services is delinquent and foreclosure and judicial sale in respect of improvement benefit assessments which are delinquent.

ARTICLE VI OTHER COVENANTS OF THE BORROWER

Section 6.1 Further Assurance. At any time and all times the Borrower shall, so far as it may be authorized by law, pass, make, do, execute, acknowledge, and deliver, all and every such further resolutions, acts, deeds, conveyances, assignments, transfers, and assurances as may be necessary or desirable for the better assuring, conveying, granting, assigning, and confirming all and singular the rights, assets, and Revenues herein pledged or assigned, or intended so to be, or which the Borrower may hereafter become bound to pledge or assign.

Section 6.2 Completion of Project. The Borrower hereby covenants and agrees to proceed expeditiously with and promptly complete the Project in accordance with the plans, designs, and specifications prepared by the Engineers for the Borrower.

Section 6.3 Establishment of Completion Date. The completion date for the Project shall be evidenced to the Authority by a certificate signed by the Engineer and an authorized representative of the Borrower stating that, except for amounts retained by the Authority for costs of the Project not then due and payable, (i) the Construction has been completed and all labor, services, materials, supplies, machinery, and equipment used in such Construction have been paid for; (ii) all other facilities necessary in connection with the Project have been acquired, constructed, equipped, and installed and all costs and expenses incurred in connection therewith have been paid, and (iii) the Project and all other facilities in connection therewith have been acquired, constructed, equipped, and installed to the Borrower's satisfaction.

Section 6.4 Commitment to Operate. The Borrower hereby covenants and agrees to commence operation of the Project immediately on completion of Construction and not to discontinue operations or dispose of such Project without the approval of the Authority.

Section 6.5 Continue to Operate. The Borrower hereby covenants and agrees to continuously operate and maintain the Project and the System in accordance with applicable provisions of federal and Kentucky law and to maintain adequate records relating to the Project's operation. The Borrower shall make all such records available to the Authority at all reasonable times upon the Authority's request.

Section 6.6 Tax Covenant. If the Authority issues Bonds which are intended to be excludable from gross income for federal income tax purposes to provide the funds for the Loan, the Borrower shall at all times do and perform all acts and things permitted by law and necessary or desirable in order to assure such exclusion and shall take such actions as may be directed by the Authority to accomplish the foregoing. The Borrower shall not permit (i) the proceeds of the Loan to be used directly or indirectly in any trade or business; (ii) its payments hereunder to be secured directly or indirectly by property to be used in a trade or business; (iii) any management agreement

for the operation of the System; or (iv) any federal guarantee of its obligations hereunder, all without the prior written consent of the Authority. The Borrower will not acquire or pledge any obligations that would cause the Bonds to be “arbitrage bonds” within the meaning of the Code.

Section 6.7 Accounts and Reports. The Borrower shall at all times keep, or cause to be kept, proper books of record and account in accordance with the “Uniform System of Accounts” established by the Commonwealth, in which complete and accurate entries shall be made of all its transactions relating to the System and which shall at all reasonable times be subject to the inspection of the Authority.

Section 6.8 Audit Requirements. Within 180 days after the end of each fiscal year of the Borrower, the Borrower shall provide to the Authority, itemized financial statements of income and expense and a balance sheet in reasonable detail, including disclosure of the Maintenance and Replacement Reserve, certified as accurate by a firm of independent certified public accountants or the Auditor of Public Accounts of the Commonwealth. All financial information must be satisfactory to the Authority as to form and content and be prepared in accordance with generally accepted accounting principles on a basis consistent with prior practice unless specifically noted thereon. With such financial statements, the Borrower shall furnish to the Authority a certificate stating that, to the best knowledge of the authorized representative signing such certificate, no default under this Assistance Agreement exists on the date of such certificate, or if any such default shall then exist, describing such default with specificity. All recipients and subrecipients expending \$750,000 or more in a year in Federal awards must have a single or program-specific audit conducted for that year in accordance with 2 CFR Part 200.

Section 6.9 General Compliance with all Duties. The Borrower shall faithfully and punctually perform all duties with reference to the System required by the Constitution and laws of the Commonwealth, and by the terms and provisions of the Act, the Federal Act, BABA, this Assistance Agreement, and any other Debt Obligations.

Section 6.10 System Not to Be Disposed of. The Borrower covenants and agrees that, until satisfaction in full of its obligations hereunder, it will not, without the prior written consent of the Authority, which consent shall not be unreasonably withheld, sell, mortgage, or in any manner dispose of, or surrender control or otherwise dispose of, any of the facilities of the System or any part thereof (except that the Borrower may retire obsolete and worn out facilities, and sell same, if appropriate).

Section 6.11 Further Covenants under the Federal Agreement. The Borrower shall comply with all further requirements or conditions which may arise from time to time in order to assure compliance with the Federal Act, and with the agreements of the Authority set forth in the Federal Agreement, including the following:

(A) The Borrower shall provide all information requested of it by the Authority or the Cabinet so that (i) the Grants Information Control System, referred to in the Federal Agreement, can be maintained; (ii) the accounting and auditing procedures required by the Federal Act can be maintained; and (iii) the Authority can furnish the information required of it under the Federal Agreement.

(B) Qualified operating personnel, properly certified by the Cabinet, shall be retained by the Borrower to operate the System during the entire term of this Assistance Agreement. An approved plan of operating and an operations and maintenance manual for the System shall be provided by the Borrower to the Cabinet and the Authority. The System shall be operated and maintained in an efficient and effective manner.

(C) All residents in the service area of the System must be offered the same opportunity to become users of the System regardless of race, religion, color, national origin, sex, disability or level of income.

(D) The Borrower shall comply with provisions contained in the following federal regulations, orders, acts and circulars and the following statutes and regulations of the Commonwealth:

(1) Federal Cross-Cutters

Environmental Authorities

- (a) 10 CFR 35.3580 (and Appendix A to Subpart L) – NEPA – Like State Environmental Review Process
- (b) Archeological and Historic Preservation Act of 1974, Pub. L. No. 86-523, as amended
- (c) Clean Air Act Conformity, Pub. L. No. 95-95, as amended
- (d) Floodplain Management, Executive Order 11988, as amended by Executive Order 12148
- (e) Protection of Wetlands, Executive Order 11990, as amended by Executive Order No. 12608
- (f) Farmland Protection Policy Act, Pub. L. No. 97-98
- (g) National Historic Preservation Act of 1966, Pub. L. No. 89-665, as amended
- (h) Safe Drinking Water Act, Pub. L. No. 93-523, as amended
- (i) Wild and Scenic Rivers Act, Pub. L. No. 90-542, as amended
- (j) Endangered Species Act, Pub. L. No. 93-205, as amended
- (k) Essential Fish Habitat Consultation Process under the Magnuson-Stevens Fishery Conservation and Management Act, Pub. L. No. 94-265, as amended

Economic and Miscellaneous Authorities

- (a) Prohibitions Relating to Violators of the Clean Air Act and the Clean Water Act with Respect to Federal Contracts, Grants, or Loans, including Executive Order No. 11738, Section 306 of the Clean Air Act, 42 U.S.C. § 7606, and Section 508 of the Clean Water Act, 33 U.S.C. § 1368
- (b) Debarment and Suspension, Executive Order 12549
- (c) Demonstration Cities and Metropolitan Development Act, Pub. L. No. 89-754, as amended
- (d) Uniform Relocation Assistance and Real Property Acquisition Policies Act Pub. L. No. 91-646 (1971), as amended

- (e) Preservation of Open Competition and Government Neutrality Towards Government Contractors' Labor Relations on Federal and Federally Funded Construction Projects, Executive Order No. 13202, as amended by Executive Order No. 13208
- (f) 2 CFR 200.216 and Pub. L. No. 115-232.

Social Policy Authorities

- (a) Age Discrimination Act of 1975, 42 U.S.C. § 6102
- (b) Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d
- (c) Section 13 of the Federal Water Pollution Control Act Amendments of 1972, 33 U.S.C. § 1251
- (d) Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794
- (e) Promoting the Use of Small, Minority, and Women-owned Businesses, Executive Orders 11625, 12138, and 12432
- (f) Section 129 of the Small Business Administration Reauthorization and Amendment Act of 1988, Pub. L. No. 100-590
- (g) Department of Veterans Affairs and Housing and Urban Development, and Independent Agencies Appropriations Act, 1993 Pub. L. No. 102-389

(2) State:

- (a) KRS 141
- (b) KRS 224
- (c) KRS 224A.111 Federally Assisted Wastewater Revolving Fund
- (d) KRS 337, Labor Laws
- (e) 401 KAR Chapter 5

Section 6.12 Continuing Disclosure Obligations. The Borrower covenants and agrees that notwithstanding any other provision of this Assistance Agreement to the contrary, upon written notice from the Authority that the Schedule of Payments provides 10% or more of the debt service requirements on an issue of the Authority's Bonds and that compliance by the Borrower with the requirements of Securities and Exchange Commission Rule 15c2-12, as amended (the "SEC Rule") is required in connection with the Authority's Bonds, the Borrower shall provide to the Authority such information as may be required by the SEC Rule, within the time periods set out in such notice by the Authority, to enable the Authority to establish to the satisfaction of prospective purchasers of the Authority's Bonds that the requirements of the SEC Rule will be satisfied in connection with the issuance of the Authority's Bonds. The Borrower further understands and agrees that the Authority shall act as the Borrower's disclosure agent for purposes of compliance with the SEC Rule and that upon a failure by the Borrower to provide the information required to be provided under the SEC Rule within the time frame specified in such notice, the Authority or the beneficial owners and holders of the Authority's Bonds shall be specifically granted the right of enforcing the provisions of this Section by an action in mandamus, for specific performance, or similar remedy to compel performance.

Section 6.13 General. The Borrower shall do and perform or cause to be done and performed all acts and things required to be done or performed by or on behalf of the Borrower

under the provisions of the Act and this Assistance Agreement in accordance with the terms of such provisions including the Additional Covenants and Agreements, if any, set forth in Exhibit G attached hereto.

ARTICLE VII MAINTENANCE, OPERATION, INSURANCE, AND CONDEMNATION

Section 7.1 Maintain the System. The Borrower agrees that during the entire term of this Assistance Agreement, it will keep the Project, including all appurtenances thereto, and the equipment and machinery therein, in good and sound repair and good operating condition at the Borrower's own cost so that the completed Project will continue to provide the services for which the System is designed.

Section 7.2 Additions and Improvements. The Borrower shall have the privilege of making additions, modifications, and improvements to the sites of the Project, and to the Project itself from time to time provided that the additions, modifications, and improvements do not impair the operation or objectives of the Project. The Borrower shall pay the cost of such additions, modifications, and improvements and the same shall be the property of the Borrower and shall be included under the terms of this Assistance Agreement as part of the site of the Project, or the Project, as the case may be. Nothing herein contained shall be construed as precluding the Authority and the Borrower from entering into one or more supplementary Assistance Agreements providing for a reallocation, an increase in the Loan, or an additional Loan or Loans in respect of additional Projects undertaken by the Borrower.

Section 7.3 Compliance with State and Federal Standards. The Borrower shall operate and maintain the System at all times to comply with the water quality standards, if any, established by any state or federal agency. The Borrower shall retain a qualified operating personnel properly certified by the Commonwealth to operate the System during the entire term of this Assistance Agreement.

Section 7.4 Access to Records. The Borrower shall permit the Authority and any state or federal agency and their respective agents to have access to the records of the Borrower pertaining to the operation and maintenance of the System at any reasonable time following completion of Construction of the Project, and commencement of operations thereof.

Section 7.5 Covenant to Insure – Casualty. The Borrower agrees to insure the System facilities in such amount as like properties are similarly insured by political subdivisions similarly situated, against loss or damage of the kinds usually insured against by political subdivisions similarly situated, by means of policies issued by reputable insurance companies duly qualified to do such business in the Commonwealth.

Section 7.6 Authority as Named Insured. For so long as any amounts are due and payable under this Assistance Agreement, any insurance policy issued in accordance with Section 7.5 hereof, shall be so written or endorsed as to make losses, if any, payable to the Borrower, and to the Authority, as their interests may appear.

Section 7.7 Covenant to Insure – Liability. The Borrower agrees that it will carry public liability insurance with reference to the System with one or more reputable insurance companies

duly qualified to do business in the Commonwealth, insuring against such risks (including but not limited to personal injury, death and property damage) and in such amounts as are set forth in the Project Specifics, and naming the Authority as an additional insured.

Section 7.8 Covenant Regarding Worker's Compensation. Throughout the entire term of this Assistance Agreement, the Borrower shall maintain worker's compensation coverage, or cause the same to be maintained.

Section 7.9 Application of Casualty Insurance Proceeds. If, before the completion of the term of this Assistance Agreement, the Project shall be damaged or partially or totally destroyed by fire, windstorm, or other casualty, there shall be no abatement or reduction in the amount payable by the Borrower in accordance with the terms of this Assistance Agreement and the Borrower will (i) promptly repair, rebuild, or restore the Project damaged or destroyed; and (ii) apply for such purpose so much as may be necessary of any net proceeds of insurance resulting from claims for such losses, as well as any additional monies of the Borrower necessary therefor. All net proceeds of insurance resulting from claims for such losses shall be paid to the Borrower and shall be promptly applied as herein provided.

Section 7.10 Eminent Domain. If title to, or the temporary use of, the Project or any part thereof shall be taken under the exercise of the power of eminent domain by any governmental body or by any Person acting under governmental authority, there shall be no abatement or reduction in the minimum amounts payable by the Borrower to the Authority in accordance with the terms of this Assistance Agreement, and any and all net proceeds received from any award made in such eminent domain proceedings shall be paid to and held by the Borrower in a separate condemnation award account and shall be applied by the Borrower in either or both of the following ways, as shall be determined by the Borrower in its sole discretion:

(A) The restoration of the improvements located on the Project sites to substantially the same condition as before the exercise of the power of eminent domain; or

(B) The acquisition of additional property, if necessary, and the acquisition of additional facilities by Construction or otherwise, equivalent to the Project facilities, which property and facilities shall be deemed to be a part of the Project sites and a part of the Project facilities and to be substituted for Project facilities taken by eminent domain, without the payment of any amount other than herein provided, to the same extent as if such property and facilities were specifically described herein.

Any balance of the net proceeds of the award in such eminent domain proceedings after the carrying out of the mandatory proceedings stipulated in (A) and (B) of this Section, shall be paid to the Borrower upon delivery to the Authority of a certificate signed by an authorized officer of the Borrower to the effect that the Borrower has complied with either subparagraph (A) or (B), or both, of this Section, and written approval of the certificate by an authorized officer of the Authority. The Borrower shall not voluntarily settle or consent to the settlement of any prospective or pending condemnation proceedings with respect to the Project or any part thereof without the prior written consent of the Authority.

Section 7.11 Flood Insurance. For so long as any amounts are due and payable under this Assistance Agreement, all structures located in flood prone areas shall be covered by flood insurance carried by the Borrower for an amount equal to the replacement cost excluding the cost of land and any uninsurable improvements, or for the maximum limit available under the National Flood Insurance Act of 1968, as amended, whichever is less.

ARTICLE VIII EVENTS OF DEFAULT AND REMEDIES

Section 8.1 Events of Default Defined. The following will be “Events of Default” under this Assistance Agreement and the term “Event of Default” or “Default” will mean, whenever it is used in this Assistance Agreement, any one or more of the following events:

- (A) Failure by the Borrower to pay any payments at the times specified herein.
- (B) Failure by the Borrower to observe or perform any covenant, condition or agreement on its part to be observed or performed, other than as referred to in subsection (A) of this Section, for a period of thirty days after written notice specifying such failure and requesting that it be remedied will have been given to the Borrower by the Authority unless the Authority agrees in writing to an extension of such time before its expiration; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, the Authority will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by the Borrower within the applicable period and diligently pursued until such failure is corrected.
- (C) The dissolution or liquidation of the Borrower, or the voluntary initiation by the Borrower of any proceeding under any federal or Kentucky law relating to bankruptcy, insolvency, arrangement, reorganization, readjustment of debt, or any other form of debtor relief, or the initiation against the Borrower of any such proceeding which remain undismissed for sixty days, or the entry by the Borrower into an agreement of composition with creditors or the failure generally by the Borrower to pay its debts as they become due.
- (D) A default by the Borrower under the provisions of any agreements relating to its Debt Obligations.

Section 8.2 Remedies on Default. Whenever any Event of Default referred to in Section 8.1 hereof has occurred and is continuing (other than an event of default arising under Section 6.13 hereof), the Authority may, without any further demand or notice, take one or any combination of the following remedial steps:

- (A) Declare the principal of and interest on the Loan, and all other payments due hereunder, to be immediately due and payable.
- (B) Exercise all the rights and remedies of the Authority set forth in the Act.
- (C) Take whatever action at law or in equity may appear necessary or desirable to enforce its rights under this Assistance Agreement.

(D) Submit a formal referral to the appropriate federal agency, as required by the Federal Agreement.

The sole remedies for an Event of Default under this Assistance Agreement arising by virtue of the failure of the Borrower to comply with the provisions of Section 6.12 hereof shall be those remedies specifically set forth in Section 6.12 hereof.

Section 8.3 Appointment of Receiver. Upon the occurrence of an Event of Default, and upon the filing of a suit or other commencement of judicial proceedings to enforce the rights of the Authority under this Assistance Agreement, the Authority shall be entitled, as a matter of right, to the appointment of a receiver or receivers of the System and all receipts therefrom, pending such proceedings, with such power as the court making such appointment shall confer; provided, however, that the Authority may, with or without action under this Section, pursue any available remedy to enforce the payment obligations hereunder, or to remedy any Event of Default.

Section 8.4 No Remedy Exclusive. No remedy herein conferred upon or reserved to the Authority is intended to be exclusive, and every such remedy will be cumulative and will be in addition to every other remedy given hereunder and every remedy now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default will impair any such right or power and any such right and power may be exercised from time to time and as often as may be deemed expedient.

Section 8.5 Consent to Powers of the Authority under the Act. The Borrower hereby acknowledges to the Authority its understanding of the provisions of the Act, vesting in the Authority certain powers, rights, and privileges in respect of the Project upon the occurrence of an Event of Default, and the Borrower hereby covenants and agrees that if the Authority should in the future have recourse to such rights and powers, the Borrower shall take no action of any nature whatsoever calculated to inhibit, nullify, void, delay, or render nugatory such actions of the Authority in the due and prompt implementation or enforcement of this Assistance Agreement.

Section 8.6 Waivers. If any agreement contained herein should be breached by either party and thereafter waived by the other party, such waiver will be limited to the particular breach so waived and will not be deemed to waive any other breach hereunder.

Section 8.7 Agreement to Pay Attorneys' Fees and Expenses. If either party hereto defaults under any of the provisions hereof and the non-defaulting party employs attorneys or incurs other expenses for the enforcement of performance or observance of any obligation or agreement on the part of the defaulting party herein contained, the defaulting party agrees that it will pay on demand therefor to the non-defaulting party the fees of such attorneys and such other expenses so incurred by the non-defaulting party.

ARTICLE IX MISCELLANEOUS PROVISIONS

Section 9.1 Approval not to be Unreasonably Withheld. Any approval of the Authority required by this Assistance Agreement shall not be unreasonably withheld. Any provision of this Assistance Agreement requiring the approval of the Authority or the satisfaction or the evidence of satisfaction of the Authority shall be interpreted as requiring action by an authorized officer of

the Authority granting, authorizing, or expressing such approval or satisfaction, as the case may be, unless such provision expressly provides otherwise.

Section 9.2 Approval. This Agreement is made subject to, and conditioned upon, the approval of this Assistance Agreement by the Secretary of the Finance and Administration Cabinet.

Section 9.3 Effective Date. This Assistance Agreement shall become effective on the Effective Date and shall continue in full force and effect until the date the obligations of the Borrower pursuant to the provisions of this Assistance Agreement have been fully satisfied.

Section 9.4 Binding Effect. This Assistance Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and to any person, officer, board, department, agency, municipal corporation, or body politic and corporate succeeding by operation of law to the powers and duties of either of the parties hereto. This Assistance Agreement shall not be revocable by either of the parties, without the written consent of the other party.

Section 9.5 Severability. If any provision of this Assistance Agreement will be held invalid or unenforceable by any court of competent jurisdiction, such holding will not invalidate or render unenforceable any other provision hereof.

Section 9.6 Assignability. The rights of the Authority under this Assistance Agreement shall be assignable by the Authority without the consent of the Borrower, but none of the rights, duties, or obligations of the Borrower under this Assistance Agreement shall be assignable by the Borrower without the prior written consent of the Authority.

Section 9.7 Execution in Counterparts. This Assistance Agreement may be simultaneously executed in several counterparts, each of which will be an original and all of which will constitute but one and the same instrument.

Section 9.8 Applicable Law. This Assistance Agreement will be governed by and construed in accordance with the laws of the Commonwealth.

Section 9.9 Captions. The captions or headings herein are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Assistance Agreement.

Section 9.10 Interpretation. All accounting terms not otherwise defined in this Assistance Agreement have the meanings assigned to them in accordance with generally accepted accounting principles then in effect. Words of the feminine gender shall be deemed and construed to include correlative words of the masculine and neuter genders. Unless the context shall otherwise indicate, words importing the singular number shall include the plural and vice versa. Unless the context shall otherwise indicate, the word “or” is used in the inclusive sense of “or” and the word “including” (and with correlative meaning “include”) means including without limiting the generality of any description preceding such term. Headings of articles and sections herein are solely for the convenience of reference, do not constitute a part hereof and shall not affect the meaning, construction or effect hereof. All references in this instrument to designated “Articles,” “Sections,” “Exhibits” and other subdivisions or attachments are to the designated Articles,

Sections, Exhibits and other subdivisions and attachments of this instrument as originally executed. The words “herein,” “hereof” and “hereunder” and other words of similar import refer to this Assistance Agreement as a whole and not to any particular Article, Section, Exhibit or other subdivision or attachment unless the context indicates otherwise.

[Signature page to follow]

IN WITNESS WHEREOF, the parties hereto have caused this Assistance Agreement to be executed by their respective duly authorized officers as of the Effective Date.

KENTUCKY INFRASTRUCTURE
AUTHORITY

By: _____
Chairman

ATTEST:

By: _____
Secretary of
Kentucky Infrastructure Authority

BORROWER:
City of Ashland, Kentucky

By: _____
Mayor

ATTEST:

By: _____
City Clerk of
Borrower

APPROVED:

EXAMINED:

By: _____
Secretary/Finance and Administration
Cabinet of the Commonwealth of Kentucky

By: _____
Legal Counsel to the
Kentucky Infrastructure Authority

APPROVED AS TO FORM AND
LEGALITY

By: _____
Approved, Finance and
Administration Cabinet

EXHIBIT A
TO
ASSISTANCE AGREEMENT

PROJECT SPECIFICS

* * * * *

(See attachment)

EXHIBIT A
CITY OF ASHLAND
PROJECT SPECIFICS
A22-005

GOVERNMENTAL AGENCY:

Name: City of Ashland
PO Box 1839
Ashland, KY 41105

Contact: Chuck D. Charles
Person: Mayor

SYSTEM: Wastewater

PROJECT:

The City of Ashland is requesting a Fund A loan in the amount of \$44,000,000 for the Wastewater Treatment Plant (WWTP) Expansion and Improvements project. The City is undertaking the project to address several objectives to meet their long term control plan and comply with an Agreed Order received from the EPA. New headworks at the WWTP will provide preliminary treatment capacity up to 40 million gallons per day (mgd). 22 mgd will undergo full biological treatment and disinfection and up to 18 mgd will be directed to storage tanks. The disinfection process will be upgraded to eliminate the use of chlorine gas. SCADA and telemetry systems will also be upgraded to improve operational efficiency. Upgrades will be made to address anticipated nutrient removal for the treated effluent discharge to the Ohio River. Other work at the WWTP will include the construction of new clarifiers, capacity for increased leachate, and the replacement of many aged pieces of equipment.

PROJECT BUDGET:

	Total
Construction	\$ 100,972,000
Administrative Expenses	150,000
Engineering Fees - Design	1,200,000
Engineering Fees - Construction	2,800,000
Total	\$ 105,122,000

FUNDING SOURCES:

	Amount	%
Fund A Loan	\$ 44,000,000	42%
Local	27,561,000	26%
Other	33,561,000	32%
Total	\$ 105,122,000	100%

KIA DEBT SERVICE:

Construction Loan	\$ 44,000,000
Less: Principal Forgiveness	5,673,937
Amortized Loan Amount	\$ 38,326,063
Interest Rate	1.25%
Loan Term (Years)	20
Estimated Annual Debt Service	\$ 2,171,763
Administrative Fee (0.25%)	95,815
Total Estimated Annual Debt Service	\$ 2,267,578

AMORTIZATION SCHEDULE OF PAYMENTS: June 1 and December 1

Interest payments will commence within six months from first draw of funds (estimated 12/01/25).

Full principal and interest payments will commence within one year of initiation of operation (estimated 06/01/29). All interest and principal repayments shall be made by Automated Clearing House ""ACH"" transfers.

IF APPLICABLE:

Principal forgiveness of 12.9% of the assistance amount, not to exceed \$5,673,937, will be credited to the loan balance on a pro-rata basis as principal is disbursed during construction.

REPLACEMENT AND MAINTENANCE RESERVE ACCOUNT:	\$	110,000	ANNUAL AMOUNT
	\$	2,200,000	TOTAL AMOUNT

The annual maintenance replacement cost is 5% (\$2,200,000) of the final amount borrowed (prior to principal forgiveness, if any) to be funded annually (\$110,000) each December 1 over 20 years and maintained for the life of the loan.

ADMINISTRATIVE FEE:	0.25%
----------------------------	-------

DEFAULT RATE:	8.00%
----------------------	-------

DEBT OBLIGATIONS CURRENTLY OUTSTANDING:

	<u>Outstanding</u>	<u>Maturity</u>
2013 Revenue Bonds	\$ 1,000,000	2024
2015 Revenue Bonds	2,245,000	2030
2020 Revenue Bonds	10,700,000	2041
Capital Lease	792,083	2029
KIA Loan A10-01	4,139,794	2034
KIA Loan C18-006	749,748	2025
Total	\$ 19,626,625	

LIABILITY INSURANCE COVERAGE:

Death or Personal Injury (per person)	<u>\$5,000,000</u>
Death or Personal Injury (per occurrence)	<u>\$5,000,000</u>
Property Damage on System	<u>\$260,149,880</u>

EXHIBIT B
TO
ASSISTANCE AGREEMENT
RESERVED

EXHIBIT C
TO
ASSISTANCE AGREEMENT
SCHEDULE OF SERVICE CHARGES

* * * * *

(See attachment)



Water Rates
(January 1, 2025 - Dec 31, 2025)

Inside City Corporation Limits

*cost per
thousand
gallons*

Administrative and Billing Charge	\$9.04
0-2,000 gallons	\$9.16
2,001-10,000 gallons	\$6.89
10,001-100,000 gallons	\$5.57
100,000+ gallons	\$4.50
Minimum (1,000 gallons)	\$18.20

Outside City Corporation Limits

*cost per
thousand
gallons*

Administrative and Billing Charge	\$9.04
0-2,000 gallons	\$15.57
2,001-10,000 gallons	\$11.66
10,001-100,000 gallons	\$9.45
100,000+ gallons	\$7.65
Minimum (2,000 gallons)	\$40.18

Wholesale Purchasers

*cost per
thousand
gallons*

Big Sandy and Cannonsburg Water	\$3.64
Russell / Flatwoods / Kenova Water	\$4.76

EXHIBIT D
TO
ASSISTANCE AGREEMENT
FORM OF AUTHORIZING ACTION

* * * * *

(See attachment)

RESOLUTION

A RESOLUTION APPROVING AND AUTHORIZING AN ASSISTANCE AGREEMENT BETWEEN THE CITY OF ASHLAND, KENTUCKY AND THE KENTUCKY INFRASTRUCTURE AUTHORITY TO PROVIDE UP TO \$44,000,000 OF LOAN FUNDS FOR PROJECT NUMBER A22-005.

WHEREAS, the Board of Commissioners (the “Governing Authority”) of the City of Ashland, Kentucky, (the “Borrower”) has previously determined that it is in the public interest to acquire and construct certain facilities and improvements (the “Project”) to the Borrower’s wastewater system (the “System”); and

WHEREAS, the Borrower has made application to the Kentucky Infrastructure Authority (the “Authority”) for the purpose of providing monies to construct the Project; and

WHEREAS, in order to obtain such monies, the Borrower is required to enter into an Assistance Agreement with the Authority (the “Assistance Agreement”);

NOW, THEREFORE, IT IS RESOLVED by the City of Ashland, Kentucky as follows:

SECTION 1. That the Governing Authority hereby approves and authorizes the Assistance Agreement between the Borrower and the Authority regarding Project Number A22-005 substantially in the form on file with the Borrower for the purpose of providing the necessary financing to the Borrower for the Project.

SECTION 2. That the Mayor and City Clerk of the Borrower be and hereby are authorized, directed, and empowered to execute necessary documents or agreements, and to otherwise act on behalf of the Borrower to effect such financing.

SECTION 3. That this resolution shall take effect at the earliest time provided by law.

ADOPTED on _____.

Mayor

Attest:

City Clerk

CERTIFICATE

I, the undersigned, hereby certify that I am the duly qualified and acting City Clerk of the City of Ashland, Kentucky (the "Borrower"); that the foregoing is a full, true and correct copy of a Resolution adopted by the governing authority of the Borrower at a meeting duly held on _____, 2025; that the official action appears as a matter of public record in the official records or journal of the governing authority; that the meeting was held in accordance with all applicable requirements of Kentucky law, including §§ 61.805 to 61.850, inclusive, of the Kentucky Revised Statutes; that a quorum was present at the meeting; that the official action has not been modified, amended, revoked, or repealed and is now in full force and effect.

IN TESTIMONY WHEREOF, witness my signature this _____, 2025.

City Clerk

EXHIBIT E
TO
ASSISTANCE AGREEMENT
FORM OF LEGAL OPINION

* * * * *

(See attachment)

[LETTERHEAD OF COUNSEL TO BORROWER]

December 1, 2025

Kentucky Infrastructure Authority
100 Airport Road, Third Floor
Frankfort, Kentucky

Re: Assistance Agreement by and between Kentucky Infrastructure Authority and City of Ashland, Kentucky, regarding Project Number A22-005

Ladies and Gentlemen:

The undersigned is an attorney at law duly admitted to the practice of law in the Commonwealth of Kentucky and is legal counsel to the City of Ashland, Kentucky (the "Borrower"). I am familiar with the organization and existence of the Borrower and the laws of the Commonwealth applicable thereto. Additionally I am familiar with the wastewater treatment works project (the "Project") with respect to which the Assistance Agreement by and between the Kentucky Infrastructure Authority ("Authority") and the Borrower (the "Assistance Agreement") is being authorized, executed, and delivered. Capitalized but undefined terms utilized herein shall have the meanings provided in the Assistance Agreement.

I have reviewed the form of Assistance Agreement by and between the Authority and the Borrower, the legislation of the governing authority authorizing the execution and delivery of the Assistance Agreement and the plans, designs, and specifications prepared by the Engineers for the Borrower with respect to the Project.

Based upon my review I am of the opinion that:

1. The Borrower is a duly organized and existing municipal corporation and political subdivision of the Commonwealth of Kentucky validly existing under the Constitution and statutes of the Commonwealth of Kentucky.
2. The Assistance Agreement, once executed and delivered by the Borrower, is a valid and binding obligation of the Borrower enforceable in accordance with its terms, except to the extent that the enforceability thereof may be limited by equitable principles and by bankruptcy, reorganization, moratorium, insolvency, or similar laws heretofore or hereafter enacted relating to or affecting the enforcement of creditors' rights or remedies generally.
3. The Borrower has all necessary power and authority (i) to enter into, perform, and consummate all transactions contemplated by the Assistance Agreement, and (ii) to execute and deliver the documents and instruments to be executed and delivered by it in connection with the Construction of the Project.

4. The Service Charges, as defined in the Assistance Agreement, are in full force and effect and have been duly and lawfully adopted by the Borrower.

5. The execution and delivery of the Assistance Agreement and the performance by the Borrower of its obligations thereunder does not and will not conflict with, violate, or constitute a default under any court or administrative order, decree, or ruling, or any law, statute, ordinance, or regulation, or any agreement, indenture, mortgage, lease, note, or other obligation or instrument, binding upon the Borrower, or any of its properties or assets. The Borrower has obtained each and every authorization, consent, permit, approval, or license of, or filing or registration with, any court or governmental department, commission, board, bureau, agency, or instrumentality, or any specifically granted exemption from any of the foregoing, that is necessary to the valid execution, delivery, or performance by the Borrower of the Assistance Agreement and the imposition of the Service Charges.

6. To the best of my knowledge after due inquiry there is no action, suit, proceedings, or investigation at law or in equity before any court, public board or body pending or threatened against, affecting, or questioning (i) the valid existence of the Borrower; (ii) the right or title of the members and officers of the Borrower to their respective positions; (iii) the authorization, execution, delivery or enforceability of the Assistance Agreement or the application of any monies or security therefor; (iv) the Construction of the Project; (v) the validity or enforceability of the Service Charges; or (vi) that would have a material adverse impact on the ability of the Borrower to perform its obligations under the Assistance Agreement.

7. None of the proceedings or authority heretofore had or taken by the Borrower for the authorization, execution, or delivery of the Assistance Agreement has or have been repealed, rescinded, or revoked.

8. To the best of my knowledge, the Borrower has fully complied with all federal and state labor and procurement laws in connection with the acquisition and Construction of the Project.

9. All proceedings and actions of the Borrower with respect to which the Assistance Agreement is to be delivered were had or taken at meetings properly convened and held in substantial compliance with the applicable provisions of §§ 61.805 to 61.850, inclusive, of the Kentucky Revised Statutes.

Very truly yours,

EXHIBIT F
TO
ASSISTANCE AGREEMENT

LOAN TERM SCHEDULE

* * * * *

The final Loan Term Schedule will be provided by the Authority to the Borrower upon completion of the Project and will be automatically incorporated into this Assistance Agreement by reference. Each of the Authority and the Borrower agree to include a copy of the final Loan Term Schedule with their copies of this Assistance Agreement. The factors to be utilized by the Authority in the calculation of the final Loan Term Schedule will be as follows:

Principal Amount of Loan:	Up to \$44,000,000
Loan Interest Rate	1.25%
Default Interest Rate:	8.00%
Authority's Administrative Fee:	0.25%
Loan Payment Dates:	June 1 and December 1
Estimated Amortization Commencement Date:	June 1, 2029
Repayment Term:	20 Years

The Loan has been awarded principal forgiveness in the amount of about 12.9% of the principal amount of the Loan, not to exceed \$5,673,937, which will be credited to the Loan balance on a pro-rata basis as principal is disbursed during Construction.

It is understood and agreed by the parties to this Assistance Agreement that this Term Loan Schedule (Exhibit F) is an integral part of the Assistance Agreement between the Borrower and the Authority. This Term Loan Schedule may be amended, supplemented, or modified by the mutual agreement of the Borrower and the Authority provided that such amendment, supplement, or modification shall be in writing and executed by the respective duly authorized officers of the Borrower and the Authority. Upon the execution and delivery of any amended, supplemented, or modified Term Loan Schedule, the Assistance Agreement and the Term Loan Schedule shall be, and be deemed to be, amended, supplemented, and modified in accordance therewith, and the respective rights, duties, and obligations under the Assistance Agreement of the Borrower and the Authority shall thereafter be determined, exercised, and enforced under the Assistance Agreement subject in all respects to such amendments, supplements, and modifications.

KENTUCKY INFRASTRUCTURE AUTHORITY
ANTICIPATED REPAYMENT SCHEDULE
LOAN #A22-005
ASHLAND, CITY OF

Original Loan Amount \$ 44,000,000.00
Principal Forgiveness \$ (5,673,937.00)
Repayment Amount \$ 38,326,063.00

1.25% Interest
\$1,085,881.34 P & I Calculation

Payment Date	Principal Due	Interest Due	Interest Rate	Principal & Interest	Servicing Fee	Credit Due	Total Payment	Principal Balance	R & M Reserve	Total Reserve
								\$38,326,063.00		
06/01/29	\$846,343.45	\$239,537.89	1.25%	\$1,085,881.34	\$47,907.58	\$0.00	\$1,133,788.92	\$37,479,719.55	\$0.00	\$0.00
12/01/29	\$851,633.09	\$234,248.25	1.25%	\$1,085,881.34	\$46,849.65	\$0.00	\$1,132,730.99	\$36,628,086.46	\$110,000.00	\$110,000.00
06/01/30	\$856,955.80	\$228,925.54	1.25%	\$1,085,881.34	\$45,785.11	\$0.00	\$1,131,666.45	\$35,771,130.66	\$0.00	\$110,000.00
12/01/30	\$862,311.77	\$223,569.57	1.25%	\$1,085,881.34	\$44,713.91	\$0.00	\$1,130,595.25	\$34,908,818.89	\$110,000.00	\$220,000.00
06/01/31	\$867,701.22	\$218,180.12	1.25%	\$1,085,881.34	\$43,636.02	\$0.00	\$1,129,517.36	\$34,041,117.67	\$0.00	\$220,000.00
12/01/31	\$873,124.35	\$212,756.99	1.25%	\$1,085,881.34	\$42,551.40	\$0.00	\$1,128,432.74	\$33,167,993.32	\$110,000.00	\$330,000.00
06/01/32	\$878,581.38	\$207,299.96	1.25%	\$1,085,881.34	\$41,459.99	\$0.00	\$1,127,341.33	\$32,289,411.94	\$0.00	\$330,000.00
12/01/32	\$884,072.52	\$201,808.82	1.25%	\$1,085,881.34	\$40,361.76	\$0.00	\$1,126,243.10	\$31,405,339.42	\$110,000.00	\$440,000.00
06/01/33	\$889,597.97	\$196,283.37	1.25%	\$1,085,881.34	\$39,256.67	\$0.00	\$1,125,138.01	\$30,515,741.45	\$0.00	\$440,000.00
12/01/33	\$895,157.96	\$190,723.38	1.25%	\$1,085,881.34	\$38,144.68	\$0.00	\$1,124,026.02	\$29,620,583.49	\$110,000.00	\$550,000.00
06/01/34	\$900,752.69	\$185,128.65	1.25%	\$1,085,881.34	\$37,025.73	\$0.00	\$1,122,907.07	\$28,719,830.80	\$0.00	\$550,000.00
12/01/34	\$906,382.40	\$179,498.94	1.25%	\$1,085,881.34	\$35,899.79	\$0.00	\$1,121,781.13	\$27,813,448.40	\$110,000.00	\$660,000.00
06/01/35	\$912,047.29	\$173,834.05	1.25%	\$1,085,881.34	\$34,766.81	\$0.00	\$1,120,648.15	\$26,901,401.11	\$0.00	\$660,000.00
12/01/35	\$917,747.58	\$168,133.76	1.25%	\$1,085,881.34	\$33,626.75	\$0.00	\$1,119,508.09	\$25,983,653.53	\$110,000.00	\$770,000.00
06/01/36	\$923,483.51	\$162,397.83	1.25%	\$1,085,881.34	\$32,479.57	\$0.00	\$1,118,360.91	\$25,060,170.02	\$0.00	\$770,000.00
12/01/36	\$929,255.28	\$156,626.06	1.25%	\$1,085,881.34	\$31,325.21	\$0.00	\$1,117,206.55	\$24,130,914.74	\$110,000.00	\$880,000.00
06/01/37	\$935,063.12	\$150,818.22	1.25%	\$1,085,881.34	\$30,163.64	\$0.00	\$1,116,044.98	\$23,195,851.62	\$0.00	\$880,000.00
12/01/37	\$940,907.27	\$144,974.07	1.25%	\$1,085,881.34	\$28,994.81	\$0.00	\$1,114,876.15	\$22,254,944.35	\$110,000.00	\$990,000.00
06/01/38	\$946,787.94	\$139,093.40	1.25%	\$1,085,881.34	\$27,818.68	\$0.00	\$1,113,700.02	\$21,308,156.41	\$0.00	\$990,000.00
12/01/38	\$952,705.36	\$133,175.98	1.25%	\$1,085,881.34	\$26,635.20	\$0.00	\$1,112,516.54	\$20,355,451.05	\$110,000.00	\$1,100,000.00
06/01/39	\$958,659.77	\$127,221.57	1.25%	\$1,085,881.34	\$25,444.31	\$0.00	\$1,111,325.65	\$19,396,791.28	\$0.00	\$1,100,000.00
12/01/39	\$964,651.39	\$121,229.95	1.25%	\$1,085,881.34	\$24,245.99	\$0.00	\$1,110,127.33	\$18,432,139.89	\$110,000.00	\$1,210,000.00
06/01/40	\$970,680.47	\$115,200.87	1.25%	\$1,085,881.34	\$23,040.17	\$0.00	\$1,108,921.51	\$17,461,459.42	\$0.00	\$1,210,000.00
12/01/40	\$976,747.22	\$109,134.12	1.25%	\$1,085,881.34	\$21,826.82	\$0.00	\$1,107,708.16	\$16,484,712.20	\$110,000.00	\$1,320,000.00
06/01/41	\$982,851.89	\$103,029.45	1.25%	\$1,085,881.34	\$20,605.89	\$0.00	\$1,106,487.23	\$15,501,860.31	\$0.00	\$1,320,000.00
12/01/41	\$988,994.71	\$96,886.63	1.25%	\$1,085,881.34	\$19,377.33	\$0.00	\$1,105,258.67	\$14,512,865.60	\$110,000.00	\$1,430,000.00
06/01/42	\$995,175.93	\$90,705.41	1.25%	\$1,085,881.34	\$18,141.08	\$0.00	\$1,104,022.42	\$13,517,689.67	\$0.00	\$1,430,000.00
12/01/42	\$1,001,395.78	\$84,485.56	1.25%	\$1,085,881.34	\$16,897.11	\$0.00	\$1,102,778.45	\$12,516,293.89	\$110,000.00	\$1,540,000.00
06/01/43	\$1,007,654.50	\$78,226.84	1.25%	\$1,085,881.34	\$15,645.37	\$0.00	\$1,101,526.71	\$11,508,639.39	\$0.00	\$1,540,000.00
12/01/43	\$1,013,952.34	\$71,929.00	1.25%	\$1,085,881.34	\$14,385.80	\$0.00	\$1,100,267.14	\$10,494,687.05	\$110,000.00	\$1,650,000.00
06/01/44	\$1,020,289.55	\$65,591.79	1.25%	\$1,085,881.34	\$13,118.36	\$0.00	\$1,098,999.70	\$9,474,397.50	\$0.00	\$1,650,000.00
12/01/44	\$1,026,666.36	\$59,214.98	1.25%	\$1,085,881.34	\$11,843.00	\$0.00	\$1,097,724.34	\$8,447,731.14	\$110,000.00	\$1,760,000.00
06/01/45	\$1,033,083.02	\$52,798.32	1.25%	\$1,085,881.34	\$10,559.66	\$0.00	\$1,096,441.00	\$7,414,648.12	\$0.00	\$1,760,000.00
12/01/45	\$1,039,539.79	\$46,341.55	1.25%	\$1,085,881.34	\$9,268.31	\$0.00	\$1,095,149.65	\$6,375,108.33	\$110,000.00	\$1,870,000.00
06/01/46	\$1,046,036.91	\$39,844.43	1.25%	\$1,085,881.34	\$7,968.89	\$0.00	\$1,093,850.23	\$5,329,071.42	\$0.00	\$1,870,000.00
12/01/46	\$1,052,574.64	\$33,306.70	1.25%	\$1,085,881.34	\$6,661.34	\$0.00	\$1,092,542.68	\$4,276,496.78	\$110,000.00	\$1,980,000.00
06/01/47	\$1,059,153.24	\$26,728.10	1.25%	\$1,085,881.34	\$5,345.62	\$0.00	\$1,091,226.96	\$3,217,343.54	\$0.00	\$1,980,000.00
12/01/47	\$1,065,772.94	\$20,108.40	1.25%	\$1,085,881.34	\$4,021.68	\$0.00	\$1,089,903.02	\$2,151,570.60	\$110,000.00	\$2,090,000.00
06/01/48	\$1,072,434.02	\$13,447.32	1.25%	\$1,085,881.34	\$2,689.46	\$0.00	\$1,088,570.80	\$1,079,136.58	\$0.00	\$2,090,000.00
12/01/48	\$1,079,136.58	\$6,744.76	1.25%	\$1,085,881.34	\$1,348.92	\$0.00	\$1,087,230.26	\$0.00	\$110,000.00	\$2,200,000.00
Totals	\$38,326,063.00	\$5,109,190.60		\$43,435,253.60	\$1,021,838.07	\$0.00	\$44,457,091.67		\$2,200,000.00	

Created by KIA on 10/23/2025

EXHIBIT G
TO
ASSISTANCE AGREEMENT

ADDITIONAL COVENANTS AND AGREEMENTS

* * * * *

There is hereby established by the Borrower a maintenance and replacement reserve fund designated as the “KIA Loan # A22-005 Maintenance and Replacement Reserve Fund” (the “Maintenance Fund”). The Borrower shall establish and maintain the Maintenance Fund throughout the term of the Loan governed by this Assistance Agreement. The Maintenance Fund shall be maintained at the primary depository institution utilized by the Borrower from time to time, but a different depository institution may be selected by the Borrower with the prior written consent of the Authority.

The Borrower shall deposit \$110,000 in the Maintenance Fund on each December 1st occurring during the term of the Loan, up to a maximum total balance of \$2,200,000, for so long as the Loan is owed and outstanding hereunder.

Amounts held by the Borrower within the Maintenance Fund may be utilized by the Borrower to repair or replace any portion of the Project during the term of the Loan for which such repair or replacement is determined to be necessary based upon the reasonable judgement of the Borrower and the prior written approval of the Authority.

KENTUCKY INFRASTRUCTURE AUTHORITY

Minutes of the Full Board

Meeting Date/Location: **March 7, 2024 – 1:00 p.m.**
Kentucky Infrastructure Authority
100 Airport Road
Frankfort, KY 40601

Members Present:

Mr. Robert A. Amato
Ms. Linda Bridwell, Executive Director, Public Service Commission
Ms. Geri Grigsby, proxy for Secretary Holly Johnson, Finance and Administration Cabinet
Ms. Rebecca Goodman, Secretary, Energy and Environment Cabinet
Mr. Russell Rose, representing Kentucky Rural Water Association
Ms. Jennifer Schenkenfelder, proxy for Secretary Jeff Noel, Cabinet for Economic Development
Mr. Shaun Youravich, representing Kentucky Section of the American Water Works Association

Members Absent:

Chairman Dennis Keene, Commissioner Department of Local Government
Judge Mark McKenzie, representing Kentucky Association of Counties
Ms. Shelley Porter, representing For Profit Water Companies
Mayor Les Stapleton, representing Kentucky League of Cities

KIA Staff:

Ms. Sandy Williams, Executive Director
Ms. Julie Bickers, Regional Compliance Coordinator
Mr. John Brady, Financial Analyst
Mr. Jim Carpenter, Fiscal Officer & KIA Treasure
Mr. Milward Dedman, Deputy Executive Director
Ms. Carmen Ignat, Grants Administrator
Ms. Debbie Landrum, Regional Compliance Coordinator
Ms. Natalie Lile, Assistant General Counsel
Ms. Meg Link, Administrative Specialist III, and KIA Secretary
Ms. Sandy Sanders, Federal Program Specialist
Mr. Don Schierer, WRIS Resource Management Analyst
Mr. Thomas Schubert, GIS Specialist

Guests:

Ms. Michelle Veach, City of Ashland
Mr. Jory Becker, Division of Water
Mr. Deron Byrne, Monarch Engineering
Mr. Steve Cole, City of Ashland
Ms. Angela Culver, City of Springfield
Mr. Michael Graves, City of Ashland
Mr. Troy Hogge, Columbia/Adair
Mr. Branden Miller, Columbia/Adair
Mr. Russell Neal, Division of Water
Ms. Holly Nicholas, Kentucky Engineering Group
Ohio County Water District Representatives
Ms. Tammy Olson, Mountain Water District
Mr. Bob Pack, Paintsville Utilities
Mr. Grondall Potter, Utilities Management Group

Mr. Chris Stewart, HMB Professional Engineers
Mr. Terry Rice, City of Providence
Mr. Matt Scofield, Big Sandy Area Development District
Mr. Matt Spradlin, Paintsville Utilities
Mr. Brad Slone, City of Pikeville
Mr. Lenny Stone, Columbia/Adair
Mr. Chris Stewart, HMB Professional Engineers
Mr. Daren Thompson, Springfield Water
Mr. Reese Walton, HDR Engineering

I. PROCEEDINGS

Vice Chair Russ Rose called the meeting of the Kentucky Infrastructure Authority (KIA) Board to order. He noted that the media advisory was properly distributed. He also confirmed a quorum was present.

A. BUSINESS (Board Action Required)

1. APPROVAL OF MINUTES

For: KIA Regular Board Meeting of February 1, 2024

***Mr. Shaun Youravich made the motion to approve the February 1, 2024, minutes.
Mr. Bob Amato seconded, and the motion carried unanimously.***

B. NEW PROJECTS/ACTION ITEMS (Board Action Required)

1. A RESOLUTION AND ORDER OF THE BOARD OF DIRECTORS OF THE KENTUCKY INFRASTRUCTURE AUTHORITY AUTHORIZING ISSUANCE OF A CONDITIONAL COMMITMENT FOR A FEDERALLY ASSISTED CLEAN WATER REVOLVING FUND LOAN (A22-005) FOR AN AMOUNT UP TO \$44,000,000 TO THE CITY OF ASHLAND, BOYD COUNTY, KENTUCKY

Mr. Jory Becker, DOW, and Mr. John Brady, KIA, discussed the City of Ashland's request for a Fund A loan in the amount of \$44,000,000 for the Wastewater Treatment Plant (WWTP) Expansion and Improvements project. The City is undertaking the project to address several objectives to meet their long-term control plan and comply with an Agreed Order received from the EPA. New headworks at the WWTP will provide preliminary treatment capacity up to 40 million gallons per day (mgd). Twenty-two mgd will undergo full biological treatment and disinfection and up to 18 mgd will be directed to storage tanks. The disinfection process will be upgraded to eliminate the use of chlorine gas. SCADA and telemetry systems will also be upgraded to improve operational efficiency. Upgrades will be made to address anticipated nutrient removal for the treated effluent discharge to the Ohio River. Other work at the WWTP will include the construction of new clarifiers, capacity for increased leachate, and the replacement of many aged pieces of equipment.

The City currently serves 7,250 residential customers and 1,444 commercial and industrial customers. They provide treatment to the Boyd County Sanitation District #4.

Ms. Linda Bridwell made the motion to approve a Fund A loan to the City of Ashland for an amount up to \$44,000,000 with the standard conditions. Mr. Bob Amato seconded and the motion unanimously passed.

Vice Chair Rose noted there are two projects for the City of Providence that KIA staff would like to present together, so the Agenda order will change to include item number 6 as well.

2. A RESOLUTION AND ORDER OF THE BOARD OF DIRECTORS OF THE KENTUCKY INFRASTRUCTURE AUTHORITY AUTHORIZING ISSUANCE OF A CONDITIONAL COMMITMENT FOR A FEDERALLY ASSISTED CLEAN WATER REVOLVING FUND LOAN (A23-001S) FOR AN AMOUNT UP TO \$7,230,000 THE CITY OF PROVIDENCE, WEBSTER COUNTY, KENTUCKY

Mr. Jory Becker, DOW, and Mr. John Brady, KIA, discussed the City of Providence's request for a Fund A loan in the amount of \$7,230,000 for the Sanitary Sewer Upgrades project. To maintain compliance with an Agreed Order the City was required to complete a Sanitary Sewer Evaluation Survey on their collection system. This planning and design phase was funded with KIA Loan A21-021 and will be rolled into the new construction loan. The construction portion of the project will include the rehabilitation or emplacement of up to 12,000 linear feet of 8" gravity sewer. Additional work in the collection system will consist of the replacement of manholes and the rehabilitation of two pump stations. The City will also upgrade certain equipment at the Wastewater Treatment Plant without expanding the overall capacity of the facility. The headworks, clarifier, oxidation ditch, and flow meters will all be improved. The overall project will mitigate inflow and infiltration issues throughout the City while bringing the sewer system into compliance with applicable regulations.

The City currently serves 913 residential customers and 73 commercial customers. They provide treatment for the Webster County Sanitation District.

Ms. Linda Bridwell made the motion to approve the Fund A loan for an amount up to \$723,000 to the City of Providence with the standard conditions. Mr. Shaun Youravich seconded, and the motion was unanimously approved.

3. A RESOLUTION AND ORDER OF THE BOARD OF DIRECTORS OF THE KENTUCKY INFRASTRUCTURE AUTHORITY AUTHORIZING ISSUANCE OF A CONDITIONAL COMMITMENT FOR A FEDERALLY ASSISTED DRINKING WATER REVOLVING FUND LOAN (F22-021) FOR AN AMOUNT UP TO \$2,600,000 TO THE CITY OF PROVIDENCE, WEBSTER COUNTY, KENTUCKY

Mr. Jory Becker, DOW, and Mr. John Brady, KIA, discussed the City of Providence's request for a Fund F loan in the amount of \$2,600,000 for the Cast Iron Pipe Rehab project. Approximately 12,000 linear feet of cast iron pipe will be replaced with 6" PVC. The existing lines are aging and continue to contribute to the City's water loss problem. Other components consist of reconnecting 500 existing meters, assembling 40 fire hydrants, and replacing the asphalt above where the lines are being replaced. This project is associated with the City's Sanitary Sewer Upgrades project. The water and sewer lines in these projects run parallel to each other and replacing simultaneously will allow them to only pay for asphalt and restoration costs once.

The City currently serves 1,340 residential customers and 97 commercial and industrial customers.

Ms. Geri Grigsby made the motion to approve the Fund F loan for an amount up to \$2,600,000 to the City of Providence with the standard conditions. Mr. Bob Amato seconded, and the motion passed unanimously.

CAPITAL PROJECTS AND BOND OVERSIGHT COMMITTEE

Minutes

March 26, 2024

Call to Order and Roll Call

The March meeting of the Capital Projects and Bond Oversight Committee was held on March 26, 2024, at 10:00 AM in Room 171 of the Capitol Annex. Senator Rick Girdler, Chair, called the meeting to order, and the secretary called the roll.

Present were:

Members: Senator Rick Girdler Co-Chair; and Representative Walker Thomas.

Guests: Janice Tomes, Deputy State Budget Director, Office of State Budget Director; Natalie Brawner, Director, Division of Real Properties, Department for Facilities and Support Services; Sandy Williams, Executive Director, Kentucky Infrastructure Authority; Katie Smith, Deputy Secretary and Commissioner, Department for Financial Services, Cabinet for Economic Development; Kylee Palmer, Director of Program Administration, Department for Financial Services, Cabinet for Economic Development; and, Steve Starkweather, Deputy Executive Director, Debt, Office of Financial Management.

LRC Staff: Katherine Halloran, Savannah Wiley, and Spring Emerson.

Information Items

Ma. Halloran outlined the information items as KRS 45.812(2) School District Debt Issues - New Projects; KRS 45.760(5) Postsecondary Medical Equipment Purchases - University of Kentucky; KRS 45.812(2) School District Debt Issues - New Projects for 1) Ashland Independent in Boyd County, 2) Casey County, 3) Daviess County, 4) Pineville Independent in Bell County, and 5) Scott County; KRS 45A.180(2) Postsecondary Notice of Intent to Use Alternative Construction Contracting Project Delivery Method - Northern Kentucky University - Construction Manager-General Contractor, Expand Herrmann Science Center; and, KRS 45A.860(3) Reports from the Auditor of Public Accounts. There were no questions.

Project Report from the Finance and Administration Cabinet - Pool Allocations

Ms. Tomes provided information on the Postsecondary Education, Kentucky State University (Asset Preservation Pool - 2022-2024) - Combs Hall Renovation, as well as the following items from the Tourism, Arts and Heritage Cabinet: 1) Kentucky State Fair Board (Property Improvements) - Kentucky Exposition Center Renovation Design; 2) Department of Parks (House Bill 26 Wastewater Treatment and Infrastructure Upgrades Pool) - Carter Caves State Resort Park Sewer Upgrades - Phase II; and, 3) Department of Fish and Wildlife Resources

Committee meeting materials may be accessed online at <https://apps.legislature.ky.gov/CommitteeDocuments/13>

(Fees-in-Lieu-Of Stream Mitigation Projects Pool) for Possom Hollow in Butler County, Tributary to Twelvemile Creek in Campbell County, and Slabcamp Branch in Rowen County. Those six projects required no action. There were no questions.

Action Item - Lease Report from the Finance and Administration Cabinet

Ms. Brawner provided information on a New Lease - Cabinet for Health and Family Services, Department for Community Based Services - McCreary County, PR-5769, as well as Lease Renewals (Same Terms and Conditions) for the following: 1) General Government Cabinet a. Department of Agriculture - PR-4804, Franklin County, and b. Unified Prosecutorial System - PR2591, Jefferson County; 2) Education and Labor Cabinet, Department of Workforce Development - PR-5181, Fayette County; 3) Energy and Environment Cabinet, Office of the Secretary - PR-5343, Perry County; 4) Cabinet for Health and Family Services, General Administration and Program Support - PR-4882, Franklin County; 5) Cabinet for Health and Family Services, Office for Children with Special Healthcare Needs - PR-4354, Fayette County; 6) Cabinet for Health and Family Services, Department for Income Support - PR-3590, Franklin County; 7) Cabinet for Health and Family Services, Department for Community Based Services for a. PR-2829 in Montgomery County, b. PR-3282 in Franklin County, c. PR-3665 in Barren County, d. PR-3855 in Bourbon County, e. PR-4460 in Pulaski County, f. PR-4487 in Letcher County, g. PR-5373 in Warren County, h. PR-5720 in Graves County; 8) Justice and Public Safety Cabinet, a. Department of Corrections, Division of Probation and Parole - PR-5412, Daviess County, and b. Department of Public Advocacy - PR-5095, Fayette County; and, 9) Transportation Cabinet, Department of Vehicle Regulation, Division of Driver Licensing - PR-5683, Jefferson County. Also included was a Lease Modification of At Least \$50,000 (Amortization of Improvements) - General Government Cabinet, Occupational and Professional boards and Commissions, Board of Accountancy - Jefferson County, PR-5711. There were no questions.

Report from the Office of Financial Management

Ms. Williams presented information on fifteen loans and thirteen Cleaner Water Program grants, as follows: 1) Clean Water State Revolving Fund (Fund A) Program Loans, a. City of Ashland (Boyd County), A-22-005; b. City of Providence (Webster County), A23-001S; c. Adair County Water District (Adair County), A24-007; c. City of Springfield f/b/o Springfield Water and Sewer Commission (Washington County), A24-016S. 2) Infrastructure Revolving Fund (Fund B) Program Loan - Bronston Water Association (Pulaski County), B22-005 (Increase), 3) Drinking Water State Revolving Fund (Fund F) Program Loans: a. City of Providence (Webster County), F22-021; b. City of Springfield f/b/o Springfield Water and Sewer Commission (Washington County), F24-005; c. Martin County Water District (Martin County), F24-022L; d. City of Paintsville f/b/o Paintsville Utilities Commission (Johnson County), F24-026L; e. Southern Water and Sewer District (Floyd County), F24-036L; f. City of Prestonsburg f/b/o Prestonsburg City Utilities Commission (Floyd County), F24-037L; g. City of Pikeville (Pike County), F24-048L; h. Ohio County Water District (Ohio County), F24-051L;

i. City of Ashland (Boyd County), F24-056L; and, j. Mountain Water District (Pike County), F24-063L. Cleaner Water Program Grants included: a. Round One (Senate Bill 36) - Sewer (One - County Pool Reallocation); b. Round One (Senate Bill 36) - Water (Two - Supplemental Pool/Two - County Pool Reallocations); c. Round Two (House Bill 1) - Sewer (Three - County Pool Reallocations; and, d. Round Two (House Bill 1) - Water (Five - County Pool Reallocations). There were no questions.

Ms. Smith and Ms. Palmer presented information on thirteen Economic Development Fund (EDF) Grants, as follows: 1) City of Bardstown on behalf of the Nelson County Fiscal Court; 2) City of Hodgenville on behalf of the LaRue County Fiscal Court; 3) City of Somerset on behalf of the Somerset-Pulaski Economic Development Authority; 4) City of Winchester on behalf of the Winchester-Clark County Industrial Development Authority; 5) Clinton County Fiscal Court on behalf of the Clinton County Industrial Development Authority; 6) Graves County Fiscal Court on behalf of Graves County Economic Development; 7) Green County Fiscal Court on behalf of the Green Economic Team; 8) Laurel County Fiscal Court on behalf of the London-Lauren County Economic Development Authority; 9) Logan County Fiscal Court on behalf of the Logan Industrial Development Authority; 10) Montgomery County Fiscal Court on behalf of the Mount Sterling-Montgomery County Industrial Authority; 11) Scott County Fiscal Court on behalf of the City of Georgetown; 12) Wayne County Fiscal Court on behalf of the Monticello-Wayne County Industrial Authority; and, 13) Webster County Fiscal Court on behalf of the Webster County Industrial Development Authority. There were no questions.

Mr. Starkweather presented information on four new debt issues as well as two school district debt issues with School Facilities Construction Commission (SFCC) participation. The four new debt issues included: 1) Northern Kentucky University General Receipts Refunding Bonds, 2024 Series A; 2) Kentucky Housing Corporation Multifamily Conduit Revenue Bonds (Chenoweth Wood Apartments), Series 2024; 3) State Property and Buildings Commission Revenue Bonds, Project No. 130 Series A; Revenue Refunding Bonds, Project No. 130 Series B; and Revenue Refunding Bonds, Project No. 130 Series C (Optional Tender); 4) Kentucky Asset/Liability Commission Project Notes, 2024 Federal Highway Trust Fund (GARVEEs) First Refunding Series A. The two school district issues with SFCC participation included a new project in Mercer County and refunding in Calloway County. There were no questions.

Adjournment

The next meeting is scheduled for April 23, 2024 at 3:00 PM in Room 131. There being no further business before the committee, the meeting was adjourned at 10:40 AM.



Legal Department
1700 Greenup Avenue
P.O. BOX 1839
Ashland, KY 41105-1839
606-385-3307

December 1, 2025

Kentucky Infrastructure Authority
100 Airport Road, Third Floor
Frankfort, Kentucky

Re: Assistance Agreement by and between Kentucky Infrastructure Authority and
City of Ashland, Kentucky, regarding Project Number A22-005

Ladies and Gentlemen:

The undersigned is an attorney at law duly admitted to the practice of law in the Commonwealth of Kentucky and is legal counsel to the City of Ashland, Kentucky (the "Borrower"). I am familiar with the organization and existence of the Borrower and the laws of the Commonwealth applicable thereto. Additionally I am familiar with the wastewater treatment works project (the "Project") with respect to which the Assistance Agreement by and between the Kentucky Infrastructure Authority ("Authority") and the Borrower (the "Assistance Agreement") is being authorized, executed, and delivered. Capitalized but undefined terms utilized herein shall have the meanings provided in the Assistance Agreement.

I have reviewed the form of Assistance Agreement by and between the Authority and the Borrower, the legislation of the governing authority authorizing the execution and delivery of the Assistance Agreement and the plans, designs, and specifications prepared by the Engineers for the Borrower with respect to the Project.

Based upon my review I am of the opinion that:

1. The Borrower is a duly organized and existing municipal corporation and political subdivision of the Commonwealth of Kentucky validly existing under the Constitution and statutes of the Commonwealth of Kentucky.
2. The Assistance Agreement, once executed and delivered by the Borrower, is a valid and binding obligation of the Borrower enforceable in accordance with its terms, except to the extent that the enforceability thereof may be limited by equitable principles and by bankruptcy, reorganization, moratorium, insolvency, or similar laws heretofore or hereafter enacted relating to or affecting the enforcement of creditors' rights or remedies generally.
3. The Borrower has all necessary power and authority (i) to enter into, perform, and consummate all transactions contemplated by the Assistance Agreement, and (ii) to execute and deliver the documents and instruments to be executed and delivered by it in connection with the Construction of the Project.

4. The Service Charges, as defined in the Assistance Agreement, are in full force and effect and have been duly and lawfully adopted by the Borrower.

5. The execution and delivery of the Assistance Agreement and the performance by the Borrower of its obligations thereunder does not and will not conflict with, violate, or constitute a default under any court or administrative order, decree, or ruling, or any law, statute, ordinance, or regulation, or any agreement, indenture, mortgage, lease, note, or other obligation or instrument, binding upon the Borrower, or any of its properties or assets. The Borrower has obtained each and every authorization, consent, permit, approval, or license of, or filing or registration with, any court or governmental department, commission, board, bureau, agency, or instrumentality, or any specifically granted exemption from any of the foregoing, that is necessary to the valid execution, delivery, or performance by the Borrower of the Assistance Agreement and the imposition of the Service Charges.

6. To the best of my knowledge after due inquiry there is no action, suit, proceedings, or investigation at law or in equity before any court, public board or body pending or threatened against, affecting, or questioning (i) the valid existence of the Borrower; (ii) the right or title of the members and officers of the Borrower to their respective positions; (iii) the authorization, execution, delivery or enforceability of the Assistance Agreement or the application of any monies or security therefor; (iv) the Construction of the Project; (v) the validity or enforceability of the Service Charges; or (vi) that would have a material adverse impact on the ability of the Borrower to perform its obligations under the Assistance Agreement.

7. None of the proceedings or authority heretofore had or taken by the Borrower for the authorization, execution, or delivery of the Assistance Agreement has or have been repealed, rescinded, or revoked.

8. To the best of my knowledge, the Borrower has fully complied with all federal and state labor and procurement laws in connection with the acquisition and Construction of the Project.

9. All proceedings and actions of the Borrower with respect to which the Assistance Agreement is to be delivered were had or taken at meetings properly convened and held in substantial compliance with the applicable provisions of §§ 61.805 to 61.850, inclusive, of the Kentucky Revised Statutes.

Very truly yours,

Andrew K. Wheeler
Corporation Counsel