

**Specifications &  
Contract Documents**

*prepared on behalf of the*

**Todd County  
Fiscal Court**

*and the proposed*

**Todd County Soccer Complex  
Project**

*prepared by*

**MCGHEE ENGINEERING, INC.**  
Guthrie, Kentucky

**March 2025**

# Specifications and Contract Documents

*prepared on behalf of the*



## **Todd County Fiscal Court**

**Todd Mansfield**  
*Judge Executive*

for the

**Todd County Soccer Complex Project**

prepared by

**MCGHEE ENGINEERING, INC.**

202 Ewing Street, P. O. Box 267  
Guthrie, Kentucky 42234  
(270) 483-9985



A handwritten signature in black ink that reads "Julie Florez".

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**March 14, 2025**

# Todd County Fiscal Court

## Todd County Soccer Complex Project

### CONTRACT DOCUMENTS

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#### **Contract Drawings**

Contract Drawings consist of 10 sheets bound separately from this document.

## ADVERTISEMENT TO BID

The **Todd County Fiscal Court** will receive sealed Bids for the construction of the **Todd County Soccer Complex Project** until **3:00 p.m. local time, Thursday, April 17, 2025** at the office of McGhee Engineering, 202 South Ewing Street, Guthrie, Kentucky, 42234, at which time they will be publicly opened and read aloud.

The contract involves the construction of a new soccer complex including site grading, lighting, a restroom facility, entry drive and parking lot, all in the city limits of Elkton, Kentucky. Bids are to be addressed to the Todd County Fiscal Court; c/o McGhee Engineering, Inc., P.O. Box 267 or 202 South Ewing Street, Guthrie, Kentucky, 42234, and shall be marked "**Sealed Bid – Todd County Soccer Complex Project.**" Bids are also to include on the outside, Bidder's name and address and the Bid receipt date and time. Bids shall be prepared in compliance with the requirements of the Instructions to Bidders.

The Issuing Office for the Bidding Documents is: McGhee Engineering, Inc. located at 202 South Ewing Street, Guthrie, Kentucky 42234 or by calling (270) 483-9985. Perspective Bidders may examine the Bidding Documents at the Issuing Office on Mondays through Fridays between the hours of 8:30-4:30 pm, and may obtain copies of the Bidding Documents from the Issuing Office as described below. Plans must be ordered by visiting [www.mcgheengineering.com](http://www.mcgheengineering.com) and clicking "**Bid Opportunities**". Plans will be sold with an option of Digital only OR Printed Set w/ Digital copy. Bids will be accepted only from registered contractors holding approved bid forms provided by the Issuing Office. Plan holders may be viewed at [www.mcgheengineering.com](http://www.mcgheengineering.com).

No Bid will be considered unless accompanied by a cashier's, certified or bank check or a Bid Bond equal to at least five percent of the maximum Bid, payable to the OWNER as a guarantee that after a Bid is accepted. Bidder will execute and file the Agreement and 100% Performance and Payment Bonds within fifteen days after the tentative Notice of Award. Contract award shall be made based on the lowest, responsive, responsible Bid. The Todd County Fiscal Court reserves the right to reject any or all Bids, to waive any technicality, and to accept any Bid which it deems advantageous. All Bids shall remain subject to acceptance for 90 days after the time set for opening Bids. Note that the OWNER reserves the right to award only a portion of the work, at the stated unit prices, due to limited funds available for the project. The Todd County Fiscal Court is an equal opportunity employer and encourages minority and small businesses to bid on all projects.

Published by the authority of the      Todd County Fiscal Court  
   Todd Mansfield, Judge Executive

Dated March 20, 2025

"EQUAL EMPLOYMENT OPPORTUNITY"

## INSTRUCTIONS TO BIDDERS

A. These Instructions to Bidders establish requirements for Bidding and Award of Contract.

B. Table of Articles

Article 1 – Defined Terms

Article 2 – Copies of Bidding Documents

Article 3 – Qualifications of Bidders

Article 4 – Site and Other Areas; Existing Site Conditions; Examination of Site; Owner’s Safety Program;  
Other Work at the Site

Article 5 – Bidder’s Representations

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Article 18 – Bids to Remain Subject to Acceptance

Article 19 – Evaluation of Bids and Award of Contract

Article 20 – Bonds and Insurance

Article 21 – Signing of Agreement

Article 22 – Retainage

Article 23 – Licenses, Fees & Taxes

Article 24 – Wage Rate Determination

Article 25 – Other Bid Requirements

Article 26 – Laws, Ordinances & Regulations

Article 27 – Insurance

Article 28 – Safety Standards & Accident Prevention

## ARTICLE 1- DEFINED TERMS

Other terms used in the bidding documents and not defined elsewhere have the following meanings which are applicable to both the singular and plural thereof.

1.01 Terms used in these Instructions to Bidders will have the meanings indicated in the General Conditions and the Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below which are applicable to both the singular and plural thereof.

- A. Bidder - The individual or entity who submits a Bid directly to OWNER.
- B. Issuing Office - The office from which the Bidding Documents are to be issued.
- C. Successful Bidder - The lowest responsible Bidder submitting a responsive Bid to whom OWNER (on the basis of OWNER's evaluation as hereinafter provided) makes an award.

## ARTICLE 2 - COPIES OF BIDDING DOCUMENTS

2.01 Complete sets of the Bidding Documents may be obtained from the Issuing Office in the number and format stated in the advertisement or invitation to bid.

2.02 Complete sets of Bidding Documents must be used in preparing Bids; neither OWNER nor ENGINEER assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

2.03 OWNER and ENGINEER in making copies of Bidding Documents available on the above terms do so only for the purpose of obtaining Bids for the Work and do not confer a license or grant for any other use.

## ARTICLE 3 - QUALIFICATIONS OF BIDDERS

3.01 To demonstrate Bidder's qualifications to perform the Work, after submitting its Bid and within **10** days of Owner's request, Bidder shall submit (a) written evidence establishing its qualifications such as financial data, previous experience, and present commitments, and (b) the following additional information:

- A. Evidence of Bidder's authority to do business in the state where the Project is located.
- B. Bidder's state or other contractor license number, if applicable.
- C. Subcontractor and Supplier qualification information; coordinate with provisions of Article 12 of these Instructions, "Subcontractors, Suppliers, and Others."

3.02 A Bidder's failure to submit required qualification information within the times indicated may disqualify Bidder from receiving an award of the Contract.

3.03 No requirement in this Article 3 to submit information will prejudice the right of Owner to seek additional pertinent information regarding Bidder's qualifications.

3.04 Bidder is advised to carefully review those portions of the Bid Form requiring Bidder's representations and certifications.

ARTICLE 4 - SITE AND OTHER AREAS; EXISTING SITE CONDITIONS; EXAMINATION OF SITE; OWNER'S SAFETY PROGRAM; OTHER WORK AT THE SITE

4.01 *Site and Other Areas*

- A. The Site is identified in the Bidding Documents. By definition, the Site includes rights-of-way, easements, and other lands furnished by Owner for the use of the Contractor. Any additional lands required for temporary construction facilities, construction equipment, or storage of materials and equipment, and any access needed for such additional lands, are to be obtained and paid for by Contractor.

4.02 *Existing Site Conditions*

- A. Subsurface and Physical Conditions; Hazardous Environmental Conditions
  - 1. The Supplementary Conditions identify:
    - a. those reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site.
    - b. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).
    - c. reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site.
    - d. Technical Data contained in such reports and drawings.
  - 2. Owner will make copies of reports and drawings referenced above available to any Bidder on request. These reports and drawings are not part of the Contract Documents, but the Technical Data contained therein upon whose accuracy Bidder is entitled to rely, as provided in the General Conditions, has been identified and established in the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any Technical Data or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.
  - 3. If the Supplementary Conditions do not identify Technical Data, the default definition of Technical Data set forth in Article 1 of the General Conditions will apply.
- B. Underground Facilities: Information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities at or adjacent to the Site are set forth in the Contract Documents and are based upon information and data furnished to Owner and Engineer by owners of such Underground Facilities, including Owner, or others.
- C. Adequacy of Data: Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to subsurface conditions, other physical conditions, and Underground Facilities, and possible changes in the Bidding Documents due to differing or unanticipated subsurface or physical conditions appear in Paragraphs 5.03, 5.04, and 5.05 of the General Conditions. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to a Hazardous Environmental Condition at the Site, if any, and possible changes in the Contract Documents due to any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work, appear in Paragraph 5.06 of the General Conditions.

4.03 *Site Visit and Testing by Bidders*

- A. Bidder shall conduct the required Site visit during normal working hours, and shall not disturb any ongoing operations at the Site.

- B. Bidder is not required to conduct any subsurface testing, or exhaustive investigations of Site conditions.
- C. On request, and to the extent Owner has control over the Site, and schedule permitting, the Owner will provide Bidder access to the Site to conduct such additional examinations, investigations, explorations, tests, and studies as Bidder deems necessary for preparing and submitting a successful Bid. Owner will not have any obligation to grant such access if doing so is not practical because of existing operations, security or safety concerns, or restraints on Owner's authority regarding the Site.
- D. Bidder shall comply with all applicable Laws and Regulations regarding excavation and location of utilities, obtain all permits, and comply with all terms and conditions established by Owner or by property owners or other entities controlling the Site with respect to schedule, access, existing operations, security, liability insurance, and applicable safety programs.
- E. Bidder shall fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies.

#### 4.04 *Owner's Safety Program*

- A. Site visits and work at the Site may be governed by an Owner safety program. As the General Conditions indicate, if an Owner safety program exists, it will be noted in the Supplementary Conditions.

#### 4.05 *Other Work at the Site*

- A. Reference is made to Article 8 of the Supplementary Conditions for the identification of the general nature of other work of which Owner is aware (if any) that is to be performed at the Site by Owner or others (such as utilities and other prime contractors) and relates to the Work contemplated by these Bidding Documents. If Owner is party to a written contract for such other work, then on request, Owner will provide to each Bidder access to examine such contracts (other than portions thereof related to price and other confidential matters), if any.

### ARTICLE 5 – BIDDER'S REPRESENTATIONS

#### 5.01 It is the responsibility of each Bidder before submitting a Bid to:

- A. examine and carefully study the Bidding Documents, and any data and reference items identified in the Bidding Documents;
- B. visit the Site, conduct a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfy itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;
- C. become familiar with and satisfy itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work,
- D. carefully study all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings;
- E. consider 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 Site-related reports and drawings identified in the



Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs;

- F. agree, based on the information and observations referred to in the preceding paragraph, that at the time of submitting its Bid no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents;
- G. become aware of the general nature of the work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents;
- H. promptly give Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Engineer is acceptable to Bidder;
- I. determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work; and
- J. agree that the submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

#### ARTICLE 6 – PRE-BID CONFERENCE

6.01 If warranted, a pre-Bid conference will be held at the time and location stated in the invitation or advertisement for bids. Representatives of Owner and Engineer will be present to discuss the Project. Bidders are encouraged to attend and participate in the conference. Engineer will transmit to all prospective Bidders of record such Addenda as Engineer considers necessary in response to questions arising at the conference. Oral statements may not be relied upon and will not be binding or legally effective.

#### ARTICLE 7 - INTERPRETATIONS AND ADDENDA

7.01 All questions about the meaning or intent of the Bidding Documents are to be submitted to Engineer in writing. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda delivered to all parties recorded as having received the Bidding Documents. Questions received less than seven days prior to the date for opening of Bids may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

7.02 Addenda may be issued to clarify, correct, supplement, or change the Bidding Documents. Addenda will be mailed no later than **three days** prior to the day set for receiving Bids. Failure of any Bidder to receive any such Addendum or interpretation shall not relieve such Bidder from any obligations under the Bid as submitted. All Addenda so issued shall become part of the Contract Documents.

7.03 Addenda may also be issued to clarify, correct, or change the Bidding Documents as deemed advisable by OWNER or ENGINEER.

7.04 Receipt of all addenda must be acknowledged in space provided in the Bid.

## ARTICLE 8 - BID SECURITY

8.01 A Bid must be accompanied by Bid security made payable to OWNER in an amount of **five percent (5%)** of the Bidder's maximum Bid price and in the form of a certified check or a Bid Bond (EJCDC No. C-430, 2013 Edition) issued by a surety meeting the requirements of paragraphs 6.01 and 6.02 of the General Conditions.

8.02 The Bid security of the apparent Successful Bidder will be retained until Owner awards the contract to such Bidder, and such Bidder has executed the Contract Documents, furnished the required contract security, and met the other conditions of the Notice of Award, whereupon the Bid security will be released. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within 10 days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited. Such forfeiture shall be Owner's exclusive remedy if Bidder defaults.

8.03 The Bid security of other Bidders that Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of seven days after the Effective Date of the Contract or 91 days after the Bid opening, whereupon Bid security furnished by such Bidders will be released.

8.04 Bid security of other Bidders that Owner believes do not have a reasonable chance of receiving the award will be released within seven days after the Bid opening.

## ARTICLE 9 - CONTRACT TIMES

9.01 The number of days within which, or the dates by which the Work is to be substantially completed, and completed and ready for final payment, are set forth in the Agreement.

## ARTICLE 10 - LIQUIDATED DAMAGES

10.01 Provisions for liquidated damages, if any, for failure to timely attain Substantial Completion or completion of the Work in readiness for final payment, are set forth in the Agreement.

## ARTICLE 11 - SUBSTITUTE OR "OR-EQUAL" ITEMS

11.01 The Contract for the Work, if awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents, and those "or-equal" or substitute or materials and equipment subsequently approved by Engineer prior to the submittal of Bids and identified by Addendum. No item of material or equipment will be considered by Engineer as an "or-equal" or substitute unless written request for approval has been submitted by Bidder and has been received by Engineer at least 15 days prior to the date for receipt of Bids in the case of a proposed substitute and 5 days prior in the case of a proposed "or equal". Each such request shall comply with the requirements of Paragraphs 7.04 and 7.05 of the General Conditions. Each such request shall include Manufacturer's Certification letter for compliance with AIS requirements and subsequent statutes mandating domestic preference, if applicable. Refer to Manufacturer's Certification Letter provided in these Contract Documents.

11.02 All prices that Bidder sets forth in its Bid shall be based on the presumption that the Contractor will furnish the materials and equipment specified or described in the Bidding Documents, as supplemented by Addenda. Any assumptions regarding the possibility of post-Bid approvals of "or-equal" or substitution requests are made at Bidder's sole risk.

11.03 If award is made, Contractor shall be allowed to submit proposed substitutes and "or equals" in accordance with the General Conditions.

## ARTICLE 12 - SUBCONTRACTORS, SUPPLIERS, AND OTHERS

12.01 A list of subcontractors, suppliers, individuals, or entities shall be submitted along with the Bid at the Bid Opening to the OWNER. If requested by Owner, such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, or other individual or entity. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual, or entity, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit an acceptable substitute, in which case apparent Successful Bidder shall submit a substitute, Bidder's Bid price will be increased (or decreased) by the difference in cost occasioned by such substitution, and Owner may consider such price adjustment in evaluating Bids and making the Contract award.

12.02 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers, or other individuals or entities. Declining to make requested substitutions will constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor, Supplier, individual, or entity so listed and against which Owner or Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to subsequent revocation of such acceptance as provided in Paragraph 7.06 of the General Conditions.

12.03 CONTRACTOR shall not be required to employ any subcontractor, supplier, individual, or entity against whom CONTRACTOR has reasonable objection.

12.04 The CONTRACTOR shall not award work to Subcontractor(s) in excess of the limits stated in SC 7.06.

## ARTICLE 13 – PREPARATION OF BID

13.01 The Bid Form is included with the Bidding Documents.

- A. All blanks on the Bid form must be typed or completed in ink and the Bid Form signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A Bid price shall be indicated for each section, Bid item, alternative, adjustment unit price item, and unit price item listed therein.
- B. If the Bid Form expressly indicates that submitting pricing on a specific alternate item is optional, and Bidder elects to not furnish pricing for such optional alternate item, then Bidder may enter the words "No Bid" or "Not Applicable."

13.02 A Bid by a corporation shall be executed in the corporate name by a corporate officer (whose title must appear under the signature), accompanied by evidence of authority to sign. The corporate address and state of incorporation shall be shown. The corporate seal shall be affixed and attested by the secretary or an assistant secretary.

13.03 A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership shall be shown below the signature.

13.04 A Bid by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm shall be shown below the signature.

13.05 A Bid by an individual shall show the Bidder's name and address for receiving notices.

13.06 A Bid by a joint venture shall be executed by each joint venturer in the manner indicated on the Bid form. The joint venture's address for receiving notices shall be shown.

13.07 All names shall be typed or printed in ink below the signatures.

13.08 The Bid shall contain an acknowledgment of receipt of all Addenda, the number and dates of which must be filled in on the Bid form.

13.09 Postal and e-mail addresses and telephone number for communications regarding the Bid shall be shown.

13.10 The Bid shall contain evidence of Bidder's authority and qualification to do business in the state where the Project is located, or Bidder shall covenant in writing to obtain such authority and qualification prior to award of the Contract and attach such covenant to the Bid. Bidder's state contractor license number, if any, shall also be shown on the Bid Form.

#### ARTICLE 14 - BASIS OF BID; COMPARISON OF BIDS

14.01 Bidders shall submit a Bid on a unit price basis for each item of Work listed in the unit price section of the Bid Form.

14.02 The "Bid Price" (sometimes referred to as the extended price) for each unit price Bid item will be the product of the "Estimated Quantity" (which Owner or its representative has set forth in the Bid Form) for the item and the corresponding "Bid Unit Price" offered by the Bidder. The total of all unit price Bid items will be the sum of these "Bid Prices"; such total will be used by Owner for Bid comparison purposes. The final quantities and Contract Price will be determined in accordance with Paragraph 13.03 of the General Conditions.

14.03 Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

#### ARTICLE 15 - SUBMITTAL OF BID

15.01 Bid Form is to be completed and submitted with all the attachments as required.

15.02 A Bid shall be submitted no later than the date and time prescribed and at the place indicated in the Advertisement to Bid and shall be enclosed in an opaque sealed envelope, marked with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted), the name and address of the Bidder, and shall be accompanied by the Bid security and other required documents. If the Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate envelope plainly marked on the outside with the notation "BID ENCLOSED." A mailed Bid shall be addressed to place indicated in the Advertisement to Bid. No relief shall be provided for a mailed Bid not being received by the prescribed time. No Bid will be considered which is received after the time set for receiving Bids.

#### ARTICLE 16 - MODIFICATION AND WITHDRAWAL OF BIDS

16.01 A Bid may be modified or withdrawn by an appropriate document duly executed in the manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids. Upon receipt of such notice, the unopened Bid will be returned to the Bidder.

16.02 If a Bidder wishes to modify its Bid prior to Bid opening, Bidder must withdraw its initial Bid in the manner specified in Paragraph 16.01 and submit a new Bid prior to the date and time for the opening of Bids.

16.03 If within 24 hours after Bids are opened any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid, that Bidder will be disqualified from further bidding on the Work.

#### ARTICLE 17 - OPENING OF BIDS

17.01 Bids will be opened at the time and place indicated in the advertisement or invitation to bid and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.

#### ARTICLE 18 - BIDS TO REMAIN SUBJECT TO ACCEPTANCE

18.01 All Bids will remain subject to acceptance for a period of **90 days**, but OWNER may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

#### ARTICLE 19 – EVALUATION OF BIDS & AWARD OF CONTRACT

19.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner will reject the Bid of any Bidder that Owner finds, after reasonable inquiry and evaluation, to not be responsible. If Bidder purports to add terms or conditions to its Bid, takes exception to any provision of the Bidding Documents, or attempts to alter the contents of the Contract Documents for purposes of the Bid, then the Owner will reject the Bid as nonresponsive; provided that Owner also reserves the right to waive all minor informalities not involving price, time, or changes in the Work.

19.02 If Owner awards the contract for the Work, such award shall be to the responsible Bidder submitting the responsive Bid perceived by the Owner as offering the greatest advantage to the Owner.

#### 19.03 Evaluation of Bids

- A. In evaluating Bids, OWNER will consider whether or not the Bids comply with the prescribed requirements, and such alternatives, unit prices, and other data as may be requested in the Bid form or prior to the Notice of Award.
- B. For the determination of the apparent low Bidder(s) when unit price bids are submitted, Bids will be compared on the basis of the total of the products of the estimated quantity of each item and unit price Bid for that item, together with any lump sum items.

19.04 In evaluating whether a Bidder is responsible, Owner will consider the qualifications of the Bidder and may consider the qualifications and experience of Subcontractors and Suppliers proposed for those portions of the Work for which the identity of Subcontractors and Suppliers must be submitted as provided in the Bidding Documents.

19.05 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders and any proposed Subcontractors or Suppliers.

19.06 The Bid is subject to Kentucky Revised Statutes Section 45A.490 through 45A.494, which in general provides that a “resident bidder” of Kentucky is to be given a bidding preference over a “nonresident bidder” who is registered in a state that gives preference to its in-state resident bidders over a Kentucky resident bidder. The bidding preference is to be the same as that stipulated of the state of the “nonresident bidder.” If the state of “nonresident bidder” provides no specific preference, then “resident” and “nonresident bidders” are to be treated the same when evaluating Bids.

19.07 If a Contract is to be awarded, OWNER will give the successful Bidder a Notice of Award within 90 days after the time set for opening Bids. **Note that the OWNER reserves the right to award only a portion of the work, at the stated unit prices, due to the possible limited funds available for the project.**

## ARTICLE 20 - BONDS AND INSURANCE

20.01 Article 6 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth OWNER's requirements as to performance and payment bonds and insurances. When the Successful Bidder delivers the executed Agreement to OWNER, it must be accompanied by the required performance and payment bonds and insurances.

20.02 All bonds required by the project shall be payable to the OWNER in an amount of one hundred percent of the Contractor's maximum Base Bid price.

## ARTICLE 21 - SIGNING OF AGREEMENT

21.01 When the OWNER gives a Notice of Award to the Successful Bidder, it will be accompanied by a list of items and information required of the Successful Bidder for evaluation by the OWNER and funding agency, if applicable. Within **10** days thereafter, the successful Bidder shall deliver the full number of original copies of the items listed and the Notice must be acknowledged by the Successful Bidder within **10** days thereafter. After receipt of an acknowledged Notice of Award, a pre-construction meeting will be scheduled at which time the OWNER and Successful Bidder will execute the required number of Agreements and Notice to Proceed. After certification by the Local Counsel and any other required parties, the OWNER shall deliver one fully signed counterpart to the Successful Bidder along with a complete set of Drawings with appropriate identification. OWNER will furnish the Contractor up to three (3) sets of conforming Contract Documents, Technical Specifications and Plans free of charge. Additional sets may be obtained from the Engineer at commercial reproduction rates. The successful bidder shall commence work within ten (10) calendar days after receipt of written notice to proceed and shall progress therewith so that the work shall be completed in accordance with the terms of the Contract Documents within the time allowed after the date of the commencement of contract time.

21.02 **This Contract is expected to be funded with Land and Water Conservation Fund (LWCF) grant funds plus Local Reserves. LWCF requirements and provisions must be met by the Bidder and all subcontractors.**

21.03 Concurrence by LWCF in the award of the Contract may be required before the Contract is effective.

## ARTICLE 22 - RETAINAGE

22.01 Prior to Substantial Completion, OWNER will retain an amount equal to 5% of each progress payment application. Amounts previously retained shall not be paid to the CONTRACTOR until substantial completion of the Work. In no event shall the total Retainage be more than 5% of the value of the work satisfactorily completed.

22.02 Retainage shall be applicable to the Total Value of Work and Stored Materials less the Value of In-place OWNER Purchased Materials.

#### ARTICLE 23 – LICENSES, FEES, AND TAXES

23.01 **The Bidder shall be aware of the current KRS 139.480(34) {revised January 2023} regarding the tax exemption for building materials, fixtures, and supplies purchased by a construction contractor for a sewer or water project with a governmental agency. No sales tax shall be included in the stated bid prices. The awarded contractor will be required to complete a **Certificate of Exemption (see Appendix) with each vendor on the project.** Bidders who are uncertain as to other items subject to tax, or who require further explanation or clarification, are requested to contact the State of Kentucky Revenue Cabinet.**

23.02 Successful Bidder must comply with any City ordinances relating to Occupational License Fees, Business Licenses, payroll, and net profits taxes and any other ordinances which may apply to the project. Refer to the Supplementary Conditions SC-6.10 for additional information.

23.03 Successful Bidder must provide proof of having all such licenses or fees at or before the signing of the Contract.

#### ARTICLE 24 - WAGE RATE DETERMINATION

24.01 If the contract price is in excess of \$100,000, provisions of the Contract Work Hours and Safety Standards Act at 29 CFR 5.5(b) apply.

24.02 Pursuant to 2017 Kentucky House Bill 3, State prevailing wages do not apply to this Contract.

24.03 Federal Davis Bacon wage rates do not apply to this Contract.

#### ARTICLE 25 – OTHER BID REQUIREMENTS

25.01 Bidder shall complete the following documents attached to the Bid:

Statement of Experience

#### ARTICLE 26 – LAWS, ORDINANCES, AND REGULATIONS

26.01 Bidder must familiarize itself with all laws, ordinances, and regulations by federal, state, city, or other governmental agency, which by reason of being neglected or violated may affect the Work contemplated and must secure and pay the fee required for any permits which may be necessary unless such fees are otherwise indicated to be paid in the Bidding Documents.

26.02 Bidders must comply with Title VI of the Civil Rights Act of 1964, the Anti-Kickback Act, and the Contract Work Hours Standard Act.

26.03 Bidders must comply with the President's Executive Order No. 11246 as amended, which prohibits discrimination in employment regarding race, creed, color, sex or national origin.

26.04 This project will be in compliance with Executive Order 11246 (Equal Employment Opportunity) as amended.

26.05 The Contractor/Subcontractor will comply with 41CFR 60-4, in regard to affirmative action, to insure equal opportunity to females and minorities and will apply the time tables and goals set forth in 41 CFR 60-4.

26.06 Bidder will make positive efforts to use small, minority, women owned and disadvantaged businesses.

26.07 Bidder/Owner will comply to provisions for timely periodic payments and for limiting retainage (40 CFR 31.36).

ARTICLE 27 – INSURANCE

27.01 Before execution of Contract by OWNER, the successful Bidder shall furnish OWNER a certificate or certificates issued by or on behalf of insurers or a self-insurance program or group self insurance program, qualified to do business in the Commonwealth of Kentucky under KRS Chapter 304 or KRS Chapter 342, certifying that the successful Bidder complies with the Worker’s Compensation laws of Kentucky and is insured or indemnified against public liability claims which may arise out of the performance of the Work under the proposed Contract.

ARTICLE 28 – SAFETY STANDARDS AND ACCIDENT PREVENTION:

28.01 With respect to all work performed under this contract, the contractor shall:

Comply with the safety standards provision of applicable laws, building and construction codes and the “Manual of Accident Prevention in Construction” published by the Associated General Contractors of America, the requirements of the Occupational Safety and Health Act of 1970 (Public Law 91-596), and the requirements of Title 29 of the Code of Federal Regulations, Section 1518 as published in the “federal Register”, Volume 36, No. 75, Saturday, April 17, 1971. Exercise every precaution at all times for the prevention of accidents and the protection of persons (including employees) and property. Maintain at his/her office or other well know place at the job site, all articles necessary for giving first aid to the injured, and shall make standing arrangements for the immediate removal to a hospital or a doctor’s care of persons (including employees), who may be injured on the job site before the employer has made a standing arrangement for removal of injured persons to a hospital or a doctor’s care.

PARTIALLY OPEN



**BID BOND**

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

BIDDER *(Name and Address)*:

SURETY *(Name and Address of Principal Place of Business)*:

OWNER *(Name and Address)*:  
**Todd County Fiscal Court**  
**811 S Main St.**  
**Elkton, Kentucky 42220**

BID

Bid Due Date:

Description *(Project Name and Include Location)*:

BOND

Bond Number:

Date *(Not earlier than Bid due date)*:

Penal sum

\_\_\_\_\_

(Words)

\$

\_\_\_\_\_

(Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

**BIDDER**

**SURETY**

\_\_\_\_\_  
Bidder's Name and Corporate Seal (Seal)

\_\_\_\_\_  
Surety's Name and Corporate Seal (Seal)

By:

\_\_\_\_\_

Signature

By:

\_\_\_\_\_

Signature (Attach Power of Attorney)

\_\_\_\_\_

Print Name

\_\_\_\_\_

Print Name

\_\_\_\_\_

Title

\_\_\_\_\_

Title

Attest:

\_\_\_\_\_

Signature

Attest:

\_\_\_\_\_

Signature

\_\_\_\_\_

Title

\_\_\_\_\_

Title

*Note: Above addresses are to be used for giving any required notice. 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 shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur 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 shall 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 shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action shall 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 Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall 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 Registered or Certified Mail, return receipt requested, postage pre-paid, and shall 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 shall 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 shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

## BID FORM

Project Identification: Todd County Fiscal Court  
Todd County Soccer Complex Project

Contract Identification: Todd County Soccer Complex Project

### ARTICLE 1 – BID RECIPIENT

1.01 This Bid is Submitted to: Todd County Fiscal Court  
811 S. Main St.  
Elkton, Kentucky 42220

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 the Bid and in accordance with the other terms and conditions of the Bidding Documents.

### ARTICLE 2 – BIDDER’S ACKNOWLEDGMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. 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.

### ARTICLE 3 – BIDDER’S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_  
Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

B. Bidder has visited the Point of Destination and site where the Goods or Special Services will be provided and become familiar with and is satisfied as to the observable local conditions that may affect cost, progress, or the furnishing of Goods and Special Services, if required to do so by the Bidding Documents, or if, in Bidder’s judgment, any local condition may affect cost, progress, or the furnishing of Goods and Special Services

C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

E. 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 any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder’s safety precautions and programs.

- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. 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.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.
- K. **The Bidder shall be aware of the current KRS 139.480(34) regarding the tax exemption for building materials, fixtures, and supplies purchased by a construction contractor for a sewer or water project with a governmental agency. No sales tax shall be included in the stated bid prices for items related to water and sewer. The awarded contractor will be required to complete a Certificate of Exemption (see Appendix) with each vendor on the project.**

#### ARTICLE 4 – BIDDER’S CERTIFICATION

4.01 Bidder certifies that:

- A. 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;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
  - 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;
  - 2. “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;
  - 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.

**ARTICLE 5 – BASIS OF BID**

5.01 Bidder will compete the Work in accordance with the Contract Documents for the lump sum base bid of:

**LUMP SUM BASE BID \$ \_\_\_\_\_**

5.02 **SUPPLEMENTAL UNIT PRICES:** The following Supplemental Unit Prices will apply in the event that additions to or deductions from the work required in the Bid are ordered. A single price shall be bid for each item. OWNER reserves the right to accept or reject these prices by inclusion in or omission from the Contract Documents to be executed after the award of the Contract.

Item	Type of Work	Unit	Supplemental Unit Price		
			(Words)		(Numbers)
1.	Unclassified undercut, where ordered by the Engineer.	CY	_____ Dollars	\$	_____.
2.	No. 57 aggregate refill, where ordered by the Engineer.	Ton	_____ Dollars	\$	_____.
3.	Class "B" concrete refill, where ordered by the Engineer	CY	_____ Dollars	\$	_____.
4.	Alternate to sod in lieu of seeding the soccer fields with grass mix equal to the specified mix for seeding	SY	_____ Dollars	\$	_____.
5.	Soccer field irrigation system similar to Detail 5 on Plan Sheet C-201. Irrigation design to be correlated with approved manufacturer including Rain Bird, Hunter Irrigation Systems, Toro, or approved equal. Complete and ready for use.	LS	_____ Dollars	\$	_____.

**ARTICLE 6 – TIME OF COMPLETION**

6.01 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.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

**ARTICLE 7 – ATTACHMENTS TO THIS BID**

7.01 The following documents are attached to and made a condition of the Bid:

- A. Required Bid security in the form of a Bid Bond (EJCDC No. C-430) or Certified Check (circle type of security provided);
- B. Statement of Experience

C. List of Subcontractors

**ARTICLE 8 – DEFINED TERMS**

8.01 The terms used in this Bid with the initial capital letters have the meanings indicated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

**ARTICLE 9 – BID SUBMITTAL**

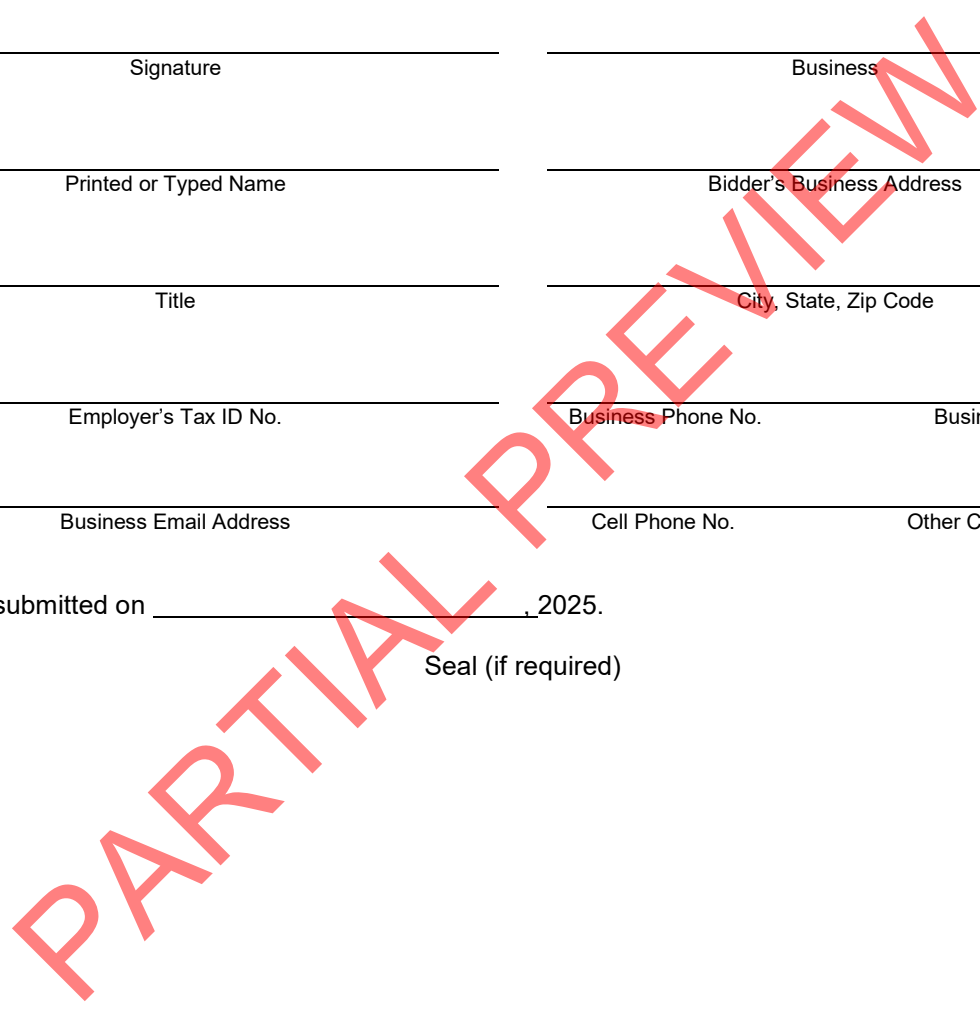
9.01 This Bid submitted by:

Submitted by:

_____	_____
Signature	Business
_____	_____
Printed or Typed Name	Bidder's Business Address
_____	_____
Title	City, State, Zip Code
_____	_____
Employer's Tax ID No.	Business Phone No. Business Fax No.
_____	_____
Business Email Address	Cell Phone No. Other Contact No.

9.02 Bid submitted on \_\_\_\_\_, 2025.

Seal (if required)



SECTION 01-100

**SUMMARY OF WORK**

1.0 GENERAL

1.01 WORK INCLUDED

- A. Construction of a new soccer complex including site grading, lighting, a restroom facility, entry drive and parking lot in Elkton, Kentucky.
- B. The Contractor shall include all materials, labor and equipment necessary for completion of the Project. The Contract Documents are intended to provide the basis for proper completion of the work suitable for the intended use of the Owner. Anything not expressly set forth but which is reasonably implied or necessary for proper performance of the Project shall be included.

1.02 PATENTED OR PROPRIETARY MATERIALS

This Solicitation specifies requested items. It is not the intention of this Solicitation to eliminate Manufacturers or Contractors of similar or equal equipment of the types specified. It should be noted, however, that these requested items are written around specific requirements and needs of the Owner.

If discrepancies or ambiguities are found in the plans, specifications, contract documents or in any communication to the contractor regarding specified materials not compliant with the American Iron and Steel requirement, the contractor shall immediately notify the Engineer in writing.

1.03 PERMITS

Contractor shall obtain all permits related to or required by the Work in this Contract.

1.04 CODES

Comply with applicable codes and regulations of authorities having jurisdiction. Submit copies of inspection reports, notices, citations and similar communication to the Owner.

1.05 EXISTING CONDITIONS AND DIMENSIONS

- A. The Work in this Contract will be performed on property owned by the City of Elkton in Elkton, Kentucky.
- B. The Contractor is responsible for verifying all existing conditions, elevations, dimensions, etc., and providing his finished work to accommodate existing conditions.

2.0 CONTRACTOR'S DUTIES

2.1 Construction and Related Activities

The Contractor shall provide and pay for all labor, materials, equipment, machinery, tools, superintendence, insurance, shipping, utilities, and other costs required for a complete and functioning lift station installation.

2.2 Taxes

**The Bidder shall be aware of the current KRS 139.480(34) regarding the tax exemption for building**

**materials, fixtures, and supplies purchased by a construction contractor for a sewer or water project with a governmental agency. No sales tax shall be included in the stated bid prices. The awarded contractor will be required to complete a Certificate of Exemption (see Appendix) with each vendor on the project.**

2.3 Permits

The contractor shall secure and pay for all legally required permits, licenses and fees associated with the construction.

2.4 Notices

The Contractor shall provide all required notices, including notices to utility owners of intent to excavate in the vicinity of their utilities, notices to property owners of intent to enter their property for construction purposes, notices regarding the interruption of any utility service, as well as other notices required by the plans and contract documents. The Contractor shall provide traffic control equipment and flagman, as may be required by the Kentucky Department of Highways or by working conditions.

2.5 Laws

Contractor shall fully comply with all applicable laws, ordinances, rules, regulations, orders and other legal requirements, and shall bear the cost of such compliance.

2.6 Character of Workmen

Contractor shall employ workman and foremen with sufficient knowledge of and experience in the type of work proposed to assure satisfactory performance. Workman shall maintain a professional demeanor and appearance at all times on the project. Any workman on the project who performs work in an incompetent manner, or acts in a disorderly or intemperate manner shall be removed from the project, and may not be employed on any portion of the project unless approved by the Owner.

2.7 Notice of Discrepancies

If discrepancies or ambiguities are found in the plans, specifications, contract documents or in any communication to the contractor, the contractor shall immediately notify the Engineer in writing. Do not proceed with the affected work until clarification is received.

2.8 Inspection

Provide at all times, access to the work for inspection by representatives of the Owner, the Engineer, and regulatory authorities having jurisdiction over the project.

2.09 Contractor's Use of Premises

Contractor shall confine his operations to public right-of-way, easements and property obtained by the Owner for construction of the project, or to areas secured by the Contractor for his use. Contractor shall take precautions to minimize disruption to existing properties.

Stored materials, regardless of their location shall be protected by the Contractor from damage, theft or degradation at all times.

2.10 Existing Facilities

The existing and adjacent roadways will be in continuous operation during the construction of the Project. Contractor shall avoid disturbing existing streets, and any other utilities or structures encountered in the work, except as necessary for construction operations. Contractor shall give at least 48 hours prior notice to the Owner, or to any utility or other entity, of any necessary disruptions to service, or work affecting active lines.



## 2.11 Partial Owner Occupancy

The Owner may, at his discretion, place into service any or all portions of the completed work prior to final completion of all work on the project. Placing a portion of the work in service before final completion does not relieve the contractor of his obligation to complete all work associated with that portion of the work (i.e. clean-up, surface restoration, etc.), to perform maintenance for the required period, or to provide warranty for that portion of the work

## 3.0 MEASUREMENT & PAYMENT

### 3.1 General

The Contractor shall furnish all labor, tools, equipment and materials to construct the proposed improvements complete as shown on the plans and described in these Specifications. The work shall be measured for payment in accordance with applicable provisions of these Specifications and payment shall be made on the basis of the unit prices or lump sum prices bid. The sum of the payments for eligible pay items contained in the proposal form shall be the compensation to be paid for the completed project; provided however, that changes in the work covered by written change orders, properly executed, may result in additions or deductions from the contract price.

The Contractor's attention is called to the fact that although the pay items shown shall be the basis for establishing the contract price, the description of the pay items does not necessarily reflect the full extent of work to be performed. The cost of the incidental work which is necessary but which is not specifically listed as one of the pay items, shall be included in the prices bid for the pay items to which the incidental work is most closely related.

END OF SECTION 01-100

PARTIAL PREVIEW

# CONSTRUCTION PLANS

for

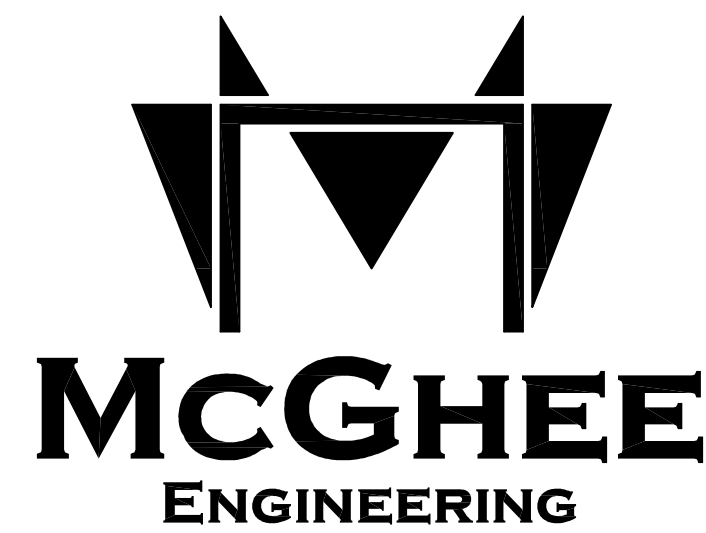
## TODD COUNTY SOCCER FIELD Elkton, Todd County, Kentucky

for

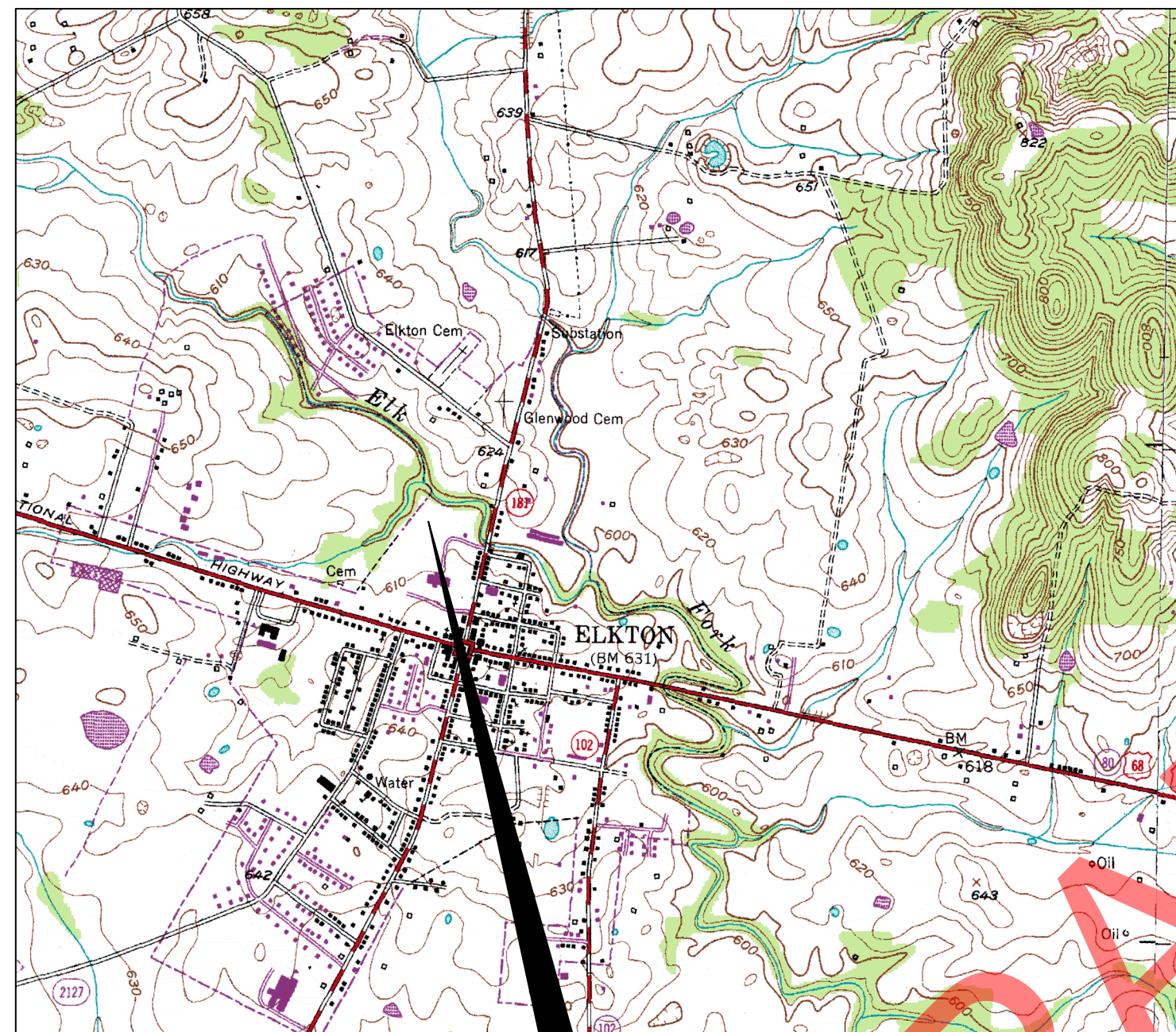
### TODD COUNTY FISCAL COURT

OWNERS

prepared by

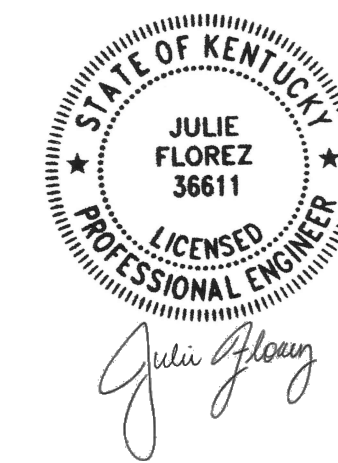


202 Ewing Street  
Guthrie, KY 42234  
(270) 483-9985



**PROJECT**

SHEET NO.	DRAWING	DESCRIPTION
CIVIL DRAWINGS		
01	C-001	EXISTING SITE CONDITIONS
02	C-100	SOCCER FIELD SITE LAYOUT
03	C-101	PROPOSED GRADING PLAN
04	C-200	PROPOSED RESTROOM PLAN
05	C-201	STANDARD DETAILS AND NOTES
ELECTRICAL DRAWINGS		
06	E-100	ELECTRICAL PLAN - RESTROOMS
07	UE-100	ELECTRICAL PLAN - SITE
08	M-100	HVAC PLAN



NOVEMBER 2024