

## LEGAL NOTICE

### INVITATION TO BID

The City of Fort Mitchell, Kentucky ("City") will accept sealed bids for **PLAYGROUND IMPROVEMENTS AT GENERAL ORMSBY MITCHEL PARK**. The improvements will be located at 261 Grandview Drive, Fort Mitchell, Kentucky 41017 and consists of the following work:

The work includes the design and installation of a new playground within a specified boundary within the park. This includes but is not limited to play equipment, safety surfacing, walks, minor grading and drainage. Plants are to be installed along the perimeter of the playground per Alternate #1 in the drawings.

Bids will be accepted by the City Clerk, 2355 Dixie Highway, Fort Mitchell, Kentucky, 41017 until **11:00 a.m.** (local time) on **Thursday, September 2, 2021**. The bids received will be opened and publicly read aloud at that time. Said bids shall be received in a sealed envelope marked "Park Playground".

Two (2) bidders will be selected as finalists and will be invited to present their designs at the regularly scheduled Park Board Meeting to be held on **Tuesday, September 7<sup>th</sup>, 2021 (7pm-9pm)**. Following the presentations, the project will be awarded and the successful bidder contacted by **Wednesday, September 22, 2021**.

Contract Documents may be examined at the following locations between 9:00 a.m. and 4:00 p.m. (local time), Monday through Friday: at Bayer-Becker Inc. 209 Grandview Drive, Fort Mitchell, Kentucky, 41017 or the City Municipal Offices at 2355 Dixie Highway, Fort Mitchell, Kentucky, 41017. Copies thereof may be obtained at the office of Bayer-Becker upon payment of a non-refundable fee of \$40.00 for each set. An additional \$10 per set will be charged for mailing plans.

The City reserves the right to reject any and all bids, the right to waive any informality or irregularity in any bids and the right to negotiate with the bidder submitting the apparent lowest and best bid. It is the intent and requirements of the City, that this project is completed no later than **July 1, 2022**.

Preference for Kentucky resident bidders will be applied in accordance with Kentucky law.

By order of Mayor Jude Hehman

"This advertisement was paid for by the City of Fort Mitchell using taxpayer dollars in the amount of \$238.92."

## INSTRUCTIONS TO BIDDERS

### 1. PROJECT DESCRIPTION

The Fort Mitchell Park Board, on behalf of the City of Fort Mitchell, is issuing an RFP to develop a design for a Playground at General Ormsby Mitchel Park, located at 261 Grandview Drive, Fort Mitchell, Kentucky. The park's master plan describes renovations that include replacement of the existing playground equipment, which is approximately 15-20 years-old and at the end of its lifecycle.

Already underway and being handled as part of a separate contract are demolition and removal of the existing play equipment, safety surface mulch chips, and wooden retaining wall. Mass grading and a proposed seat wall will be implemented as part of that contract and are excluded from this scope of work.

The purpose of the project is to replace an outdated playground with a new accessible playground. The following design elements should be met and addressed in the proposal and design:

1. Playground Design (Mixing Accessibility, Inclusivity and Challenge)
  - a. Provide accessible route, transfer systems and play components compliant with The Americans with Disabilities Act (ADA) regulations, in particular, reference Chapter 10 Recreation Facilities, Section 1008 Play Areas.
  - b. Follow U.S. Access Board Summary of Accessibility Guidelines for Play areas guidelines (supplemental to ADA requirements), including but are not limited to:
    1. Provide separate play areas for different age groups (2-5 years vs. 5-12 years)
    2. Selected components to provide differing types of play experiences (swinging, climbing, sliding, rocking, spinning and single vs. group play).
    3. Provide ground-level and more challenging elevated play experiences. Reference Table 240.2.1.2 for number of ground-level vs. elevated play requirements.
    4. Accessible Ground surfaces along accessible routes and within use zones.
  - c. Provide inclusive play experiences that encourage and support children with sensory, cognitive functioning, social/emotional and communication issues (consider multi-sensory equipment offering tactile, auditory, vocalizing and visual play qualities, variable challenge levels, quiet spaces, problem-solving, hands-on learning, creative play etc.)
  - d. Play space area may contain both hardscape and safety surfacing.
  - e. Provide planted buffer. This is listed as Alternate #1 on the drawings.
2. Safety Surface: A unitary safety surface material that meets accessibility and impact standards and promotes inclusive play.
  - a. Safety surfacing can either be poured-in-place (PIP) or synthetic turf.
  - b. Safety surfacing to meet impact requirements based on selected play structures.
  - c. Include a durable border to contain the surfacing (concrete curb, walk or other).
  - d. Consider providing undulating surfaces to create a variety of slopes.
3. Age Specific Zones: Prepare a design that provides zones for play equipment targeting two age groups (2-5 year old's and 5-12 year old's).
4. Structures: Include two (2) play structures
  - a. Provide one (1) structure (appropriate for 2-5 years age group).
  - b. Provide one (1) structure (appropriate for 5-12 years age group).
5. Swings: Include swing set(s) appropriate for ages 2-5 years and 5-12 years.
  - a. Provide a swing structure for the 2-5 year age group. At least one of these swings should be ADA accessible. 4-6 swings or swinging structure seating 4-6 children is desired.
  - b. Provide a swing structure for the 5-12 year age group. 4-6 swings or swinging structure seating 4-6 children is desired.
6. Topography: consider providing undulating surfaces to create a variety of slopes and level changes i.e., mounds, inverted mounds (depressions), hillside or "in-grade" slide, running hills, ramps etc. if appropriate.
7. Components: Component play structures may be included as the budget permits.

2. **PROJECT SCOPE**

The following items are to be included in the project bid:

1. **Site Design:** Provide site evaluation and 2-3 design options that include:
  - a. Site visit
  - b. Drainage
  - c. Fine grading and re-seeding as needed
  - d. Safety surfacing
  - e. Play equipment
  - f. Hardscape items (if applicable)
  - g. Plants
2. **Meetings:** Attend and present design option(s) with key decision makers, City staff and/or board members to provide information about the design and equipment. Anticipate up to two (2) meetings. These meetings may be open to the public.
3. **Deliverable:** Complete "Turnkey" installation of a new playground
4. **Testing:** HIC and G-MAX testing after installation and yearly through the warranty period.
5. **Project Budget:** **Total project budget - \$275,000**

The Park Board will choose two (2) finalists from the proposals received. The two finalists will be invited to present their designs at the Park Board meeting. The company with the selected proposal will work with the Park Board members, and City staff to further develop and refine plans and specifications for a challenging playground that meets accessible regulations for playgrounds.

3. **PROJECT SUBMITTAL REQUIREMENTS**

The following items must be submitted as part of the response to be considered for the award of the project:

1. Description of previous experience with comparable project (minimum of three).
2. Timeline for completion of the project both for commencing work and duration of installation.
3. Key Personnel who will be involved with this project, their previous experience, and qualifications. This information should include any sub-contractors.
4. Project estimate with a unit cost breakdown of playground equipment, safety surface, and hardscape elements including sidewalks, curbs, ledge rocks, boulders and/or other items that are included in the design.
5. Warranty information for each proposed playground component.
6. Three references including address, phone number, and e-mail address.

4. **EVAUATION CRITERIA**

The following criteria will be used to evaluate proposals:

1. Proposal Suitability: proposal must include all requirement stated above.
2. Creativity of Playground Design: The Park District's goal is to update each community park with a unique and challenging playground.
3. Experience and knowledge of product and scope of work.
4. Ability to meet the established timeline and schedule.
5. Cost Estimate based upon the details and scope found above and the proposed design.

5. **GENERAL**

The Bidder is expected to carefully examine the site of the proposed work, the proposal, plans, contract forms, general conditions, addenda, and contract before submitting a bid. The submission of a bid shall be considered evidence that the Bidder has made such examination and is satisfied as to the conditions to be encountered in performing the work and as to the requirements of the plans, special provisions, general conditions, addenda, and contract.

Subject to public safety and convenience, prospective Bidders will be permitted to explore the site of the work by boring or test pits, permits for which will be issued by the City. Explorations shall be at the sole risk and expense to the Bidder and under conditions of maintaining and restoring safety.

The Owner does not make any representation of soil or foundation conditions or materials, nor does it represent that drawings may not be modified to meet changes in soil conditions encountered as the work progresses. The Contractor must inspect the site of the proposed work and must assume all risk as to the nature and behavior of the material, which may be encountered in excavation, whether apparent on the surface or disclosed only in the course of the work.

The Proposal shall be enclosed in a sealed envelope and clearly labeled with the name of the project, name and address of the bidder, and the date and time of opening, to guard against the premature opening of any bid. The Proposal shall be signed by an authorized representative of Bidder.

The Bidder should notify the Engineer promptly of any discrepancies in, or omissions from the Contract Documents. The Engineer will issue a clarifying addendum to each person on record as having received a set of Contract Documents. The Owner will not be responsible for oral instruction or information. Questions received less than **seven (7) days** prior to bid date cannot be answered. Any addenda issued during the bidding period are to be included in the Proposal and shall become a part thereof.

**The Proposal contained in the Specifications and Contract Documents is to be executed and completed in full and is not to be detached from the bound set of documents.**

**6. REJECTION OF PROPOSALS**

Proposals that contain any omission, condition, or limitation or that show any other irregularity of any kind may be rejected in the sole discretion of the Owner.

**7. DISCREPANCY (BID PRICE)**

In the case of discrepancy between the bid price in words and in figures in the Proposal, the price words will control.

**8. CONSENT OF SURETY**

When specifically required hereinafter, Consent of Surety should be executed and accompany the Proposal.

**9. BID GUARANTY**

The Bidder shall be required to furnish a bid guarantee bond in the amount of not less than 5% of the bid with good and sufficient surety acceptable to the Owner or with a certified check payable to the Owner in the amount of not less than 5% of the bid. This bond must be executed in the form provided as a part of these Contract Documents.

**10. EXTRA WORK**

Any departures from the original contract will be made as provided in the General Conditions under "Extra Work".

**11. SECOND HAND AND SALVAGED MATERIALS**

The use of second hand and/or salvaged materials will not be permitted unless specifically provided for in the specifications.



**12. AWARD OF CONTRACTS**

The award of the Contract, if it is to be awarded, will be made to the best overall Bidder whose bid complies with all the requirements prescribed. In no case will an award be made until all necessary investigations are made as to the responsibility of the Bidder to whom it is proposed to award the Contract.

The Owner reserves the right to require the Bidder to present satisfactory evidence that it has been regularly engaged, as either principal or superintendent in the business of construction work similar to that proposed herein; to require the Bidder to present satisfactory evidence that it is fully prepared with the necessary capital, material, machinery and equipment to conduct the work to be contracted for to the satisfaction of the Owner; and to begin promptly when so ordered.

Notwithstanding the foregoing, the Owner reserves the right to reject any and all bids, the right to waive any informality or irregularity in any bids and the right to negotiate with the Bidder submitting the apparent lowest and best bid.

**13. EXECUTION OF CONTRACT**

The Contract shall be signed by the successful Bidder and returned to Owner together with the Bonds, insurance certificates, and other Contract Documents required hereunder within ten (10) days after the Bidder has received notice that the Contract has been awarded. Failure to do so will constitute grounds for the Owner to consider another bidder. No bid shall be considered binding upon the Owner until the execution of the Contract by both parties. Provided that the successful Bidder has complied with the terms of the Contract Documents, if the Owner does not execute the Contract within sixty (60) days following receipt from the Bidder of the required Contract Documents, the Bidder will have the right to withdraw his bid without prejudice.

If the successful Bidder is a corporation, the officer who signs the Contract shall furnish copies of a resolution of the Directors of the Corporation bearing the seal of the corporation, authorizing him to sign the Contract.

**14. INTERPRETATION OF CONTRACT DOCUMENTS**

If any person contemplating the submission of a bid for the proposed contract is in doubt as to the true meaning of any part of the plans, specifications, or other proposed contract documents, he should submit a written request for an interpretation thereof to Bayer Becker, 209 Grandview Drive, Fort Mitchell, Kentucky 41017 or to [john Cody@bayerbecker.com](mailto:john Cody@bayerbecker.com). The person making the request will be responsible for its prompt delivery. Any interpretation of the Contract Documents will be made only by addenda duly issued and mailed or delivered to each person receiving a set of such documents. The Owner will not be responsible for explanations or interpretations of the proposed documents except as issued in accordance herewith.

**15. QUALIFICATIONS OF BIDDERS**

The contractors bidding on the work must give evidence of their experience in the class of work involved, comparable in size and type performed by them as general contractors.

Proposals submitted by contractors who have not, in the opinion of the Engineer and/or Owner, had sufficient experience in the size and type of work involved, may not be considered.

**16. ALTERNATES**

Bid alternates are provide within the bid form. The Owner shall accept or reject the proposal or alternate bids.

**17. MODIFICATION AND/OR WITHDRAWAL OF BIDS**

"Telegraphic" modification of bids is prohibited. Any bidder may withdraw his bid in person or by telegraphic or written request at any time prior to the scheduled time for closing the receipt of bids.

**18. DISQUALIFIED BIDDERS**

Any bidder who has defaulted on any contract within the past three years shall not be qualified for any portion of the work.

**19. MATERIALS AND EQUIPMENT REQUIREMENTS IN PROPOSAL**

It is the intention of these specifications to specify standard materials and equipment. When space is provided in the bid form the bidders shall specify the equipment and materials which they propose to use in the contemplated project, and the Owner may declare a bid irregular wherein the equipment and materials are not specifically named by the bidder.

**20. "OR EQUAL" CLAUSE**

Whenever the words "or equal" appear in the specifications, they shall be interpreted to mean an item of material or equipment that in the opinion of the Engineer is similar to that named, suited to the same use, and capable of performing the same function as that named.

**21. SPECIFIC BRANDS, MAKES, OR MANUFACTURE**

Wherever in the specifications a certain brand, make, or manufacturer is set out, it is intended to denote the quality standard of the article desired, but unless otherwise noted does not restrict bidders to the specific brand, make or manufacture; it is to set forth and convey to the prospective bidder the general style, type, character, and quality of the article desired.

**22. PAYMENT FOR MATERIALS STORED AT SITE OF PROJECT**

Payment for materials or equipment stored at the site of the project may be allowed by the Owner to the extent of 90% of the cost of such materials or equipment upon specific recommendation of the Engineer. Materials or equipment eligible for advance payment prior to being incorporated in the work or prior to installation are cast/ductile iron pipe, valves, special cast/ductile iron fittings, structural steel, machinery, equipment, or such other items as in the opinion of the Engineer are eligible.

**23. CONTRACT SECURITY OR PERFORMANCE BOND**

The Contractor will be required to furnish a Payment Bond and a Performance Bond executed by a good and sufficient surety acceptable to Owner, duly authorized to do business in the Commonwealth of Kentucky, in an amount not less than 100% of the contract price, as security for the faithful performance of the Contract and as security for the payment of all persons performing labor and furnishing materials in connection with the Contract. These bonds must be executed in the form provided as a part of these Contract Documents. If this is a Prevailing Wage Project such bonds shall include provisions that will guarantee the faithful payment and performance of the prevailing hourly wage.

**24. CONTRACTOR'S INSURANCE COVERAGE & CANCELLATION PROVISIONS**

The Contractor will not be permitted to commence work until he has obtained all insurance required by these documents and such insurance has been approved by the Engineer, nor shall the Contractor allow any subcontractor to commence work, on his subcontract until all insurance required has been so obtained and approved.

Such insurance shall be secured from an insurance company authorized to write casualty insurance in the State of Kentucky and shall protect the Contractor, his subcontractors, the Engineer, and the Owner from claims for bodily injury, death, property damages, fire and the other risks set out herein.

Each policy of insurance covering the Contractor's operations under the Contract shall provide either in the body of the policy, or by appropriate endorsement (rider) to the policy, that such policy cannot be altered or cancelled in less than thirty (30) days after the mailing of written notice of such alteration or cancellation to the Owner (insured) and Engineer.

Certificates of insurance coverage shall include a statement of alteration or cancellation provisions of the policy, sufficient to show that such provisions comply with the requirements stated herein.

**25. INDEMNITY - COMPREHENSIVE GENERAL LIABILITY INSURANCE**

A. Indemnity. Contractor shall keep, hold, and defend the Owner, including all officers, councilmembers, agents, and employees thereof, harmless from any and all costs, liabilities, damages, expenses (including costs of suit and reasonable expenses of legal services), claims, demands and causes of action whatsoever claimed by anyone by reason of injury or damage to persons or property sustained as a result of the acts or omissions of Contractor, its agents, servants, employees, subcontractors, suppliers, or invitees, or arising out of the operations of Contractor, excepting such liability resulting from the sole negligence of the Owner; provided however, that upon the filing of any claim with the Owner for damages arising out of the incidents for which Contractor agrees to hold the Owner harmless, then and in that event, the Owner shall notify Contractor of such claim and Contractor shall have the right to settle, compromise, or defend the same. The Owner shall have the right to reasonably approve any settlement or compromise prior to its offer to any third party or prior to its acceptance by the Contractor. The Owner shall have the right to defend its interests in any action at the Owner's sole cost and expense. Any final judgment rendered against the Owner for any cause for which Contractor is liable hereunder shall be conclusive against Contractor as to liability and amount when the time for appeal therefrom has expired. The provisions of this paragraph shall survive the expiration or earlier termination of this Contract.

B. Commercial General Liability and Umbrella Liability Insurance.

1. Contractor shall maintain commercial General Liability (CGL) and if necessary, commercial umbrella insurance covering against bodily injury, personal injury, and property damage liability with a limit of not less than \$1,000,000.00 each occurrence. Such insurance shall include coverage relating to exposures of (a) premises and operations, (b) the explosion, collapse, and underground hazards, (c) broad form property damage liability, (d) products/completed operations liability hazards, (e) contingent liability and (f) contractual liability, as assumed by Contractor hereunder. If such CGL insurance contains a general aggregate limit, it shall apply separately to operations under this Contract. Further, the insurance shall include coverage for the hazards commonly referred to as XCU (explosion, collapse, and underground). This coverage should be obtained if the contract involves blasting, excavating, tunneling, or other underground work. The products and completed operations coverage shall extend for two (2) years past acceptance, cancellation, or termination of the work.

2. The CGL insurance shall be written on ISO occurrence form CG 00 01 (or a substitute form providing equivalent coverage) and shall include coverage arising from, but not limited to: premises, operations, contractors, subcontractors, consultants, products, completed operations, property damage, personal injury and advertising injury and liability assumed under an insured contract. Said insurance shall contain a severability of interests' provision.

**26. COMPREHENSIVE AUTOMOTIVE LIABILITY COVERAGE**

The Contractor and any subcontractors shall maintain Business Automobile Liability Insurance with a combined single limit for bodily injury and property damage of no less than \$1,000,000.00 per occurrence, with respect to all vehicles used in the performance of the work, whether owned, non-owned, leased, hired, or assigned. Such insurance shall include coverage for uninsured and underinsured motorists. Contractor shall furnish the Owner with proper Certificates of Insurance.

**27. WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE**

Each Contractor and/or subcontractor shall procure his own Workmen's Compensation and Employer's Liability Insurance as provided under the rules and regulations of the Commonwealth of Kentucky. Minimum levels of Employer's Liability shall be Five Hundred Thousand Dollars (\$500,000).

An affidavit regarding Worker's Compensation and Unemployment Insurance is provided at the end of this Section. The successful Bidder must execute this affidavit and submit it to the Owner.

**28. BUILDERS RISK, FIRE, AND EXTENDED COVERAGE**

The Contractor shall purchase and maintain Property Insurance upon the entire work at the site to the full insurable value thereof, including stockpiled material at the construction site intended for incorporation into the Project. This insurance shall also include the interest of the Contractors and subcontractors in the work and shall be written on "all risk" or special causes of loss policy form that shall at least include and insure against the following perils: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse and water damage". The policy will cover the interest of the Owner and the Contractor and a certificate of insurance evidencing such coverage shall be secured and presented to the Owner prior to the start of construction.

**29. GENERAL INFORMATION RELATING TO INSURANCE**

The policies required by this Contract shall include the Owner as additional insured or loss payee as applicable and shall stipulate that the insurance shall be primary insurance and that any insurance carried by the Owner, its directors, officers, public officials, or employees shall not be contributory insurance. *Additional insured status shall be provided by ISO form CG201185 (or substitute form providing equivalent coverage) or the combination of ISO forms CG20100704 and CG20370704 (or substitute forms providing equivalent coverage).* Contractor and its insurers providing the required coverage shall waive all rights of recovery against the Owner and its directors, officers, public officials, employees, and agents. The Contractor and/or subcontractors shall provide the indicated minimum levels of coverage.

Prior to commencing any work under this Contract, Contractor will furnish the Owner with certificates of insurance issued by Contractor's insurer(s) as necessary, in a form acceptable to the Owner, as evidence that the insurance policies, including all applicable endorsements, providing the required coverage, conditions, and limits required by the section are in full force and effect. The Owner also reserves the right to request and receive certified copies of any and all such insurance policies and/or endorsements. The Owner shall not be obligated to review such insurance certificates, policies, and endorsements, or to advise the Contractor of any deficiencies in such documents, and such receipt shall not relieve the Contractor from, or be deemed a waiver of the Owner's right to insist on strict fulfillment of Contractor's obligations herein. Such certificates shall state that the coverage shall not be amended so as to decrease the protection below the limits specified herein or be subject to cancellation without at least thirty (30) calendar days advance written notice to the Owner. A renewal policy or renewal certificate shall be delivered to the Owner at least thirty (30) calendar days prior to any policy's expiration date, except for any policy expiring on the expiration date of the Contract or thereafter.

In the event Contractor shall at any time fail to have in effect the insurance required under the provisions of this Contract, upon written notice to the Contractor of its intention to do so, the Owner shall have the right, but not the obligation, to secure the insurance required hereunder at the cost and expense of the Contractor. In the event the Contractor shall at any time fail to furnish the Owner with the certificate or certificates required hereunder, the Owner may, at any time, after fifteen (15) calendar days written notice to Contractor of its intention to do so, secure the required certificate or certificates at the cost and expense of the Contractor. Contractor agrees to reimburse the Owner for the costs thereof, plus fifteen percent (15%) for administrative overhead. This shall be without prejudice to any other right the Owner may have in law or equity, including the right to terminate the Contract.

The extent of coverage or the limits of liability provided under the policies procured by the Contractor and/or subcontractors shall not be construed to be a limitation on the nature or extent of the Contractor's obligations or to relieve the Contractor of any such obligations or representation by the City of Fort Mitchell, Kentucky as to the adequacy of the insurance to protect the Contractor against the obligations imposed on him by law or by this or any other Contract.

The Contractor and his subcontractors agree to limit the liability of the Engineer and Owner due to the errors or omissions of the Engineer and/or the Owner, such that the total aggregate liability shall not exceed the lesser of the Contract bid amount or \$50,000.00(the amount of liability insurance agreed to by Owner.

The provisions hereunder shall be applicable to any subcontractor utilized by Contractor in the performance of any service under this Agreement, and Contractor shall ensure that any such subcontractor is compliant with the terms herein.

**31. INSURANCE, PROOF OF CARRIAGE**

The Contractor shall furnish the Engineer with satisfactory proof of coverage of the insurance required in the form of appropriate certificates or copies of the policies.

The Contractor shall furnish to the Engineer the name, address, phone number, FAX number, and name of the contact person for each Insurance Company to enable ease of contact if necessary.

**32. PAYMENT OF EMPLOYEES**

The Contractor and each of his sub-contractors shall pay each of his employees engaged in work on the project in full (less deductions made mandatory by law) in cash and not less often than once each week.

**33. WAGES & HOURS**

The Contractor shall conform in every respect to applicable rules, regulations, and statutes pertaining to wages and hours of work, including any applicable prevailing wage requirements.

**34. CONSTRUCTION RECORDS & REPORTS**

The Contractor shall furnish the Owner with substantial proof that all payrolls for services rendered and invoices for materials supplied have been duly paid as herein required, and such other data as the Owner may require.

In connection with all lump sum contracts, the Contractor shall furnish the Engineer a suitable detailed breakdown on which to base partial payment estimates.

When so required, the Contractor shall furnish and keep current a suitable progress chart or schedule showing the estimated and actual progress on the work. The progress chart or schedule shall be subject to the approval of the Engineer.



The Contractor shall furnish all the necessary information for, and assist in the preparation of, and/or prepare the partial payment estimates on forms approved by the Engineer.

The Engineer or his authorized representatives and agents shall be permitted to inspect all payrolls, records of personnel, invoices of materials, and other relevant data and records.

**35. CONTRACTOR'S ACCOUNTS**

The Contractor shall pay: (1) for all transportation and utility services not later than the 20th day of the calendar month following that in which such services are rendered; (2) for all materials, tools, and other expendable equipment to the extent of 90 percent (90%) of the cost thereof, not later than the 20th day of the calendar month following that in which such materials, tools, and equipment are delivered at the site of the project, and the balance of the cost thereof not later than the 30th day following the completion of that part of the work in or on which such materials, tools, and equipment are incorporated or used; and (3) to each of his sub-contractors, no later than the 5th day following each payment to the Contractor, the respective amounts allowed the Contractor on account of the work performed by his sub-contractors, to the extent of each such sub-contractor's interest therein.

**36. COMMENCEMENT AND COMPLETION OF WORK**

The Contractor shall commence work on a date to be specified in a written order of the Engineer or owner and shall fully complete all work under the contract within the number of days set out in the Proposal and/or Contract, from and including said date.

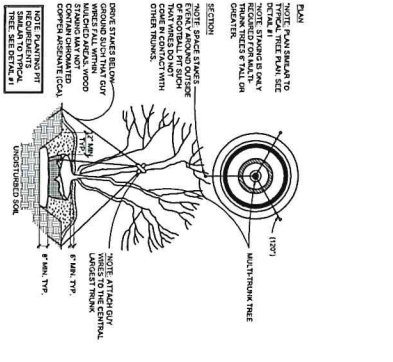
**37. COMPLETION DATE**

The work under the terms of the Contract shall be completed and ready for use no later than July 1, 2022.

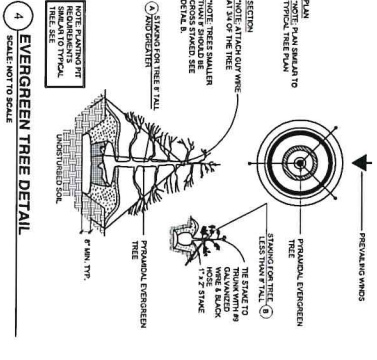




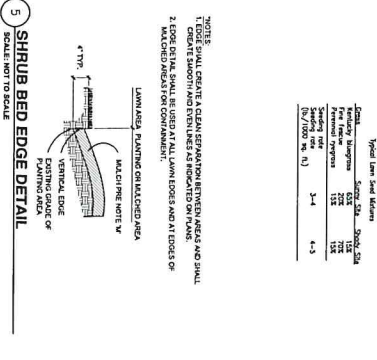




REQUIREMENTS  
SIMILAR TO TYPICAL  
TREE. SEE DETAIL #1



4 **EVERGREEN TREE DETAIL**  
SCALE: NOT TO SCALE



**5 SHRUB BED EDGE DETAIL**  
SCALE: NOT TO SCALE

[illegible]

**SEEDLING (WHERE DISTURBED)**

[illegible][illegible][illegible][illegible]

**GENERAL ORMSBY  
MITCHEL PARK**

261 GRANDVIEW DRIVE  
CITY OF FORT MITCHELL  
KENTON COUNTY, KENTUCKY

**PLAYGROUND NOTES & DETAILS**



Library:	15-0030 L
Given by:	HBH
Checked by:	LE
Issue Date:	04/30/2011
Sheet:	L4.0

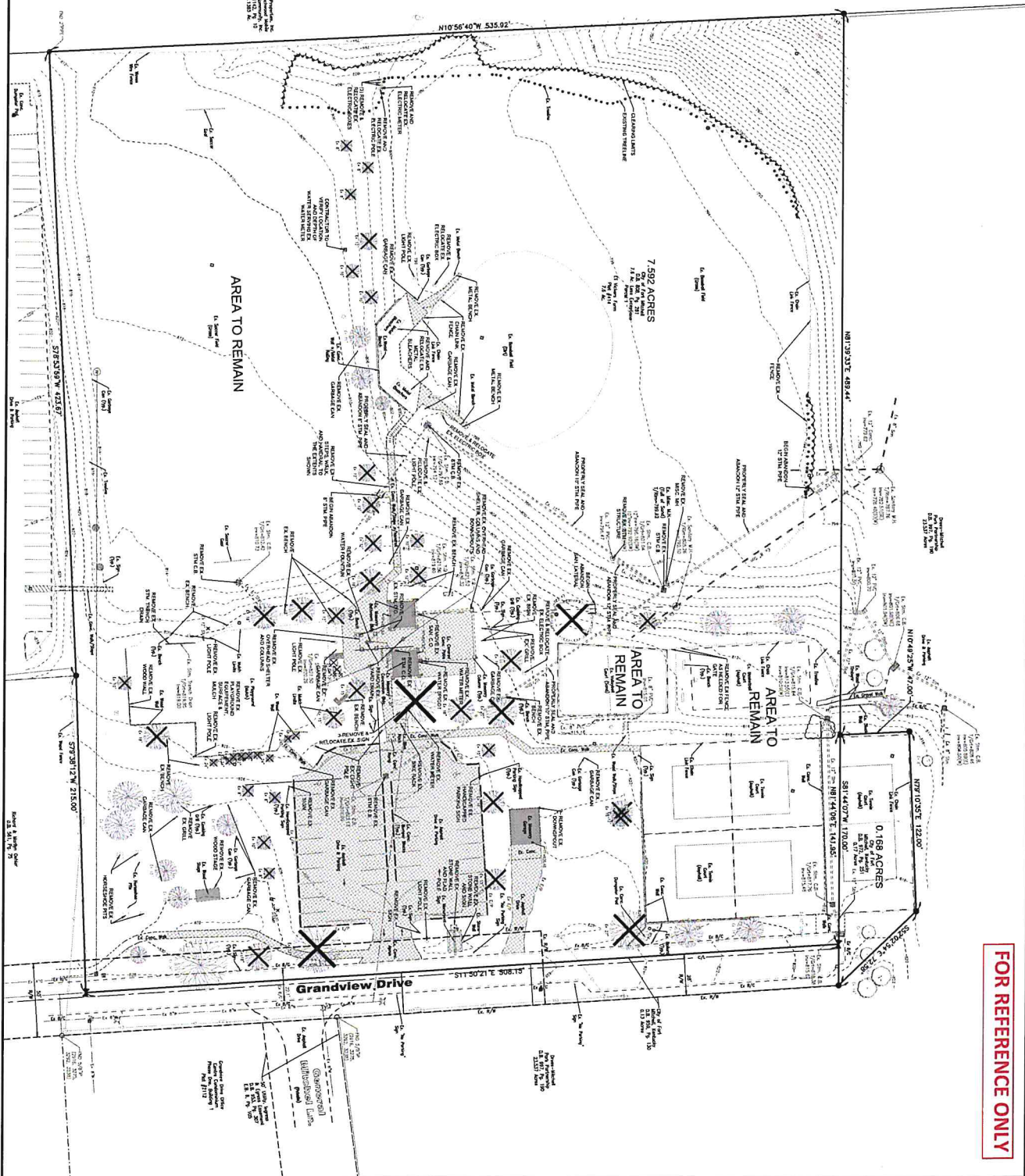


# DEMOLITION NOTES

1. DEMOLITION OF ANY UTILITY SHALL BE COORDINATED WITH THE APPROPRIATE UTILITY COMPANY.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND REMOVAL OF ALL UTILITIES AND STRUCTURES TO BE DEMOLISHED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND REMOVAL OF ALL UTILITIES AND STRUCTURES TO BE DEMOLISHED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND REMOVAL OF ALL UTILITIES AND STRUCTURES TO BE DEMOLISHED.
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## DEMOLITION LEGEND

- REMOVE EXISTING BUILDINGS AND ANY ASSOCIATED DOWNSPOTS
- EXISTING CONCRETE WALK, PAVEMENTS AND ASPHALT PAVEMENT TO BE REMOVED
- EXISTING TREE TO BE REMOVED
- LIMITS OF REMOVAL, EXCEPT FOR EASEMENT, EXTEND TO NEXT CLOSEST JOINT AS APPROPRIATE
- CLEARING LIMITS



FOR REFERENCE ONLY

**C1.0**

**bayer becker**

1404 Race Street, Suite 204  
Cincinnati, OH 45202-5151

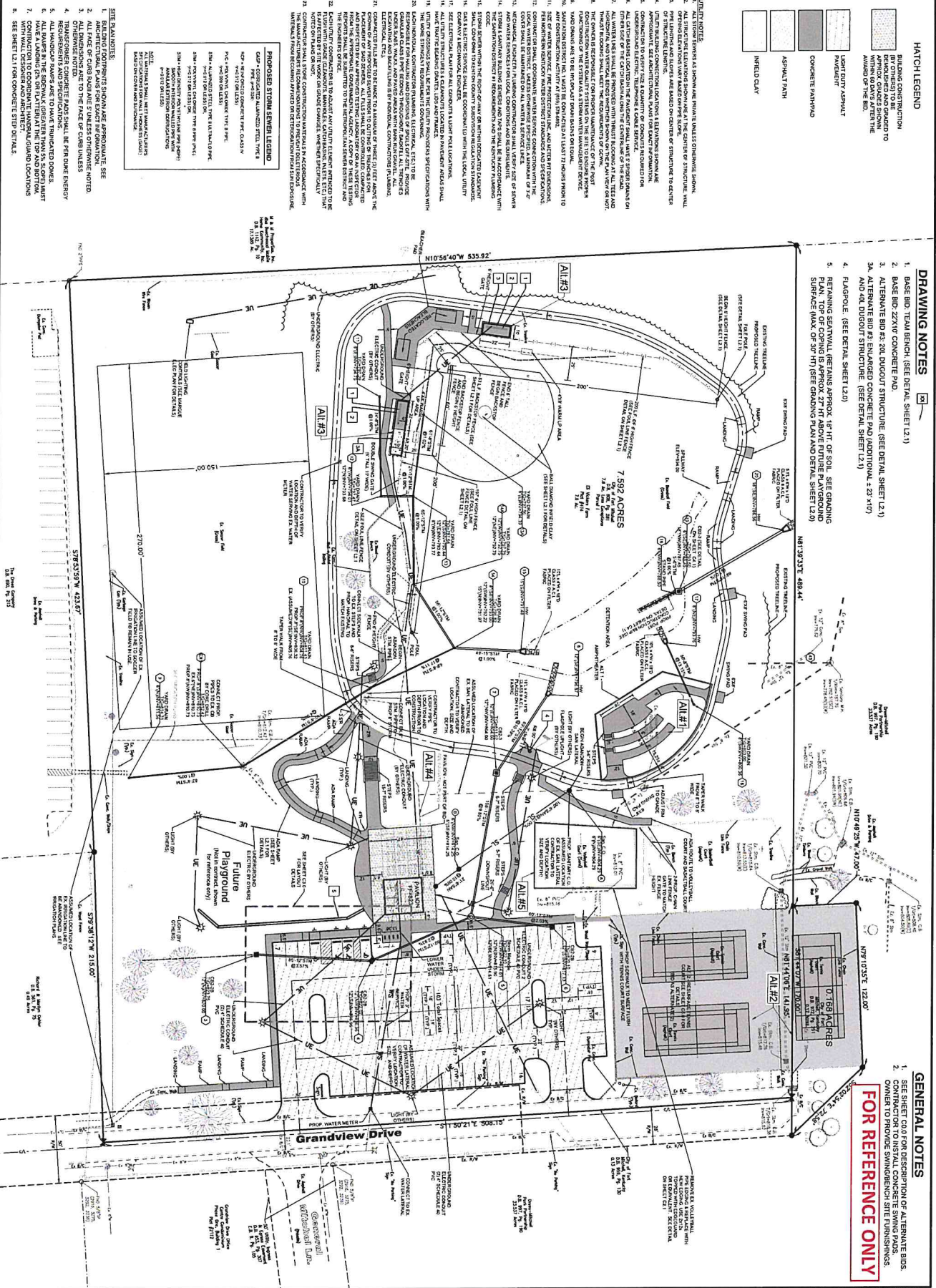
**GENERAL ORMSBY MITCHELL PARK**

251 GRANDVIEW DRIVE  
CITY OF FORT MITCHELL  
KENTON COUNTY, KENTUCKY

EXISTING CONDITIONS & DEMOLITION PLAN

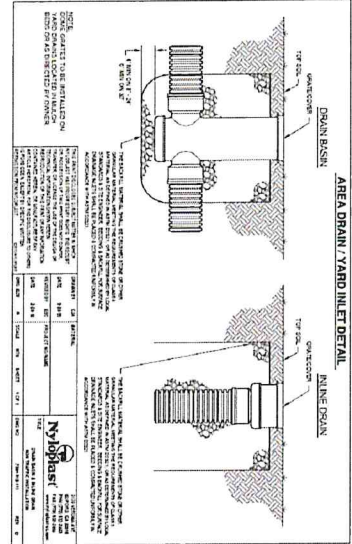
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2	ADVERTISED FOR BID	07-14-18	AKM	RTK
3	ISSUED FOR BID	07-14-18	AKM	RTK
4	FOR REVIEW	07-14-18	AKM	RTK
5	FOR REVIEW	07-14-18	AKM	RTK
6	ISSUED FOR BID 2021	07-14-18	AKM	RTK



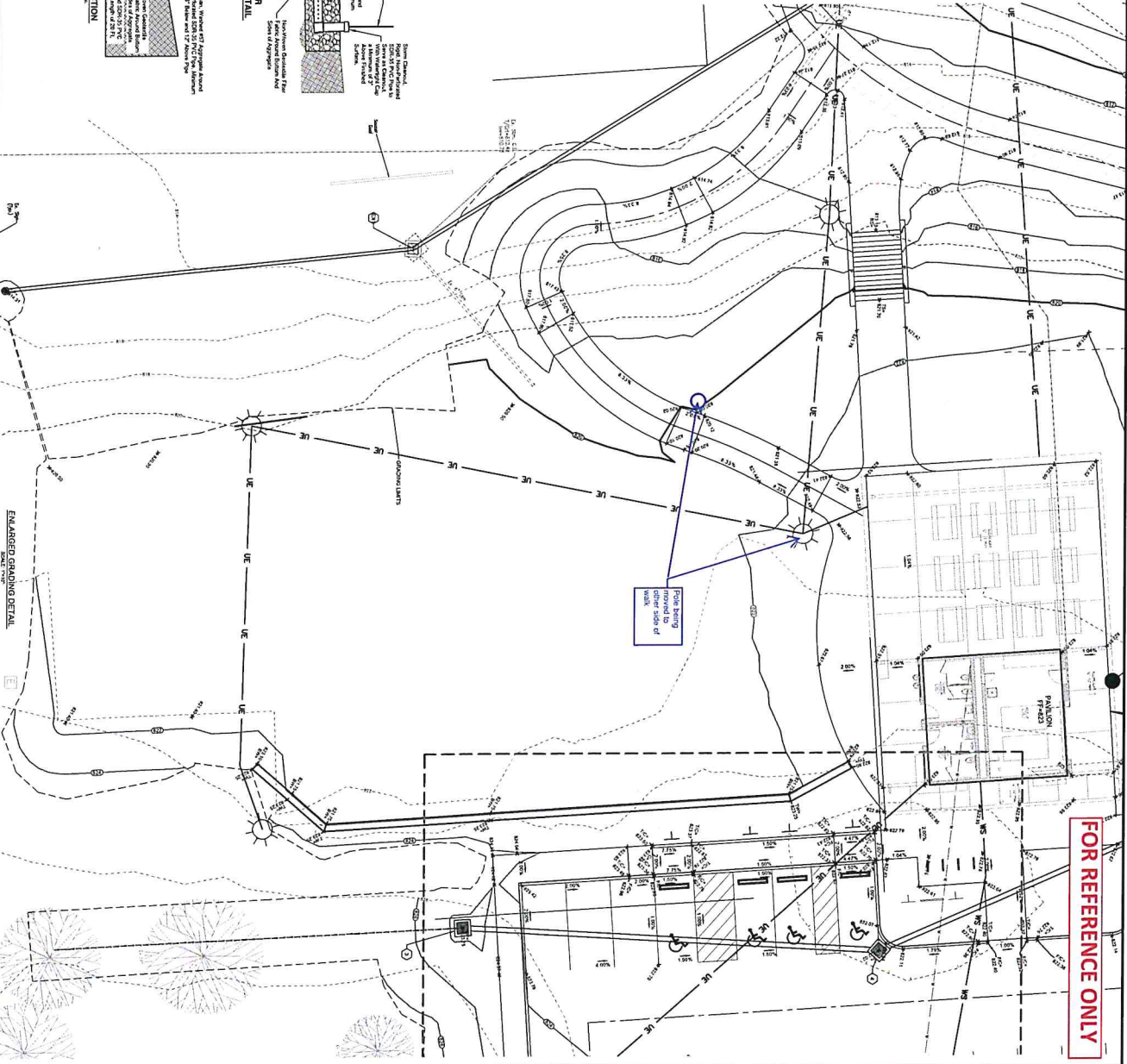
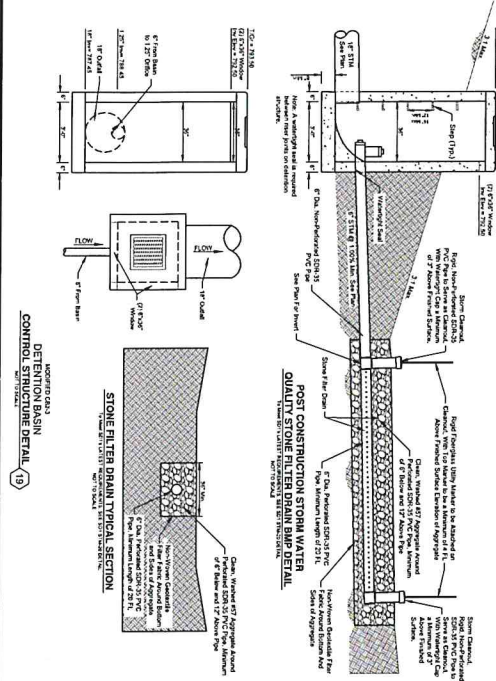


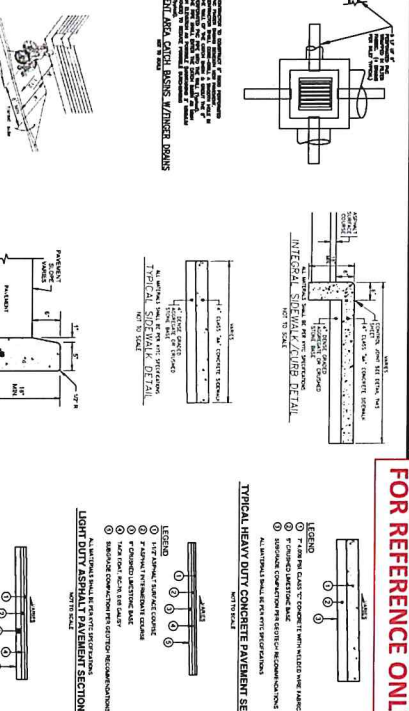
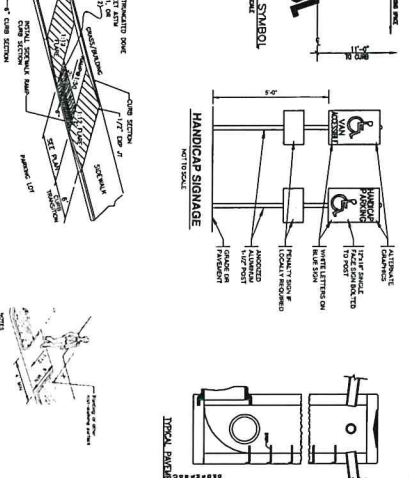
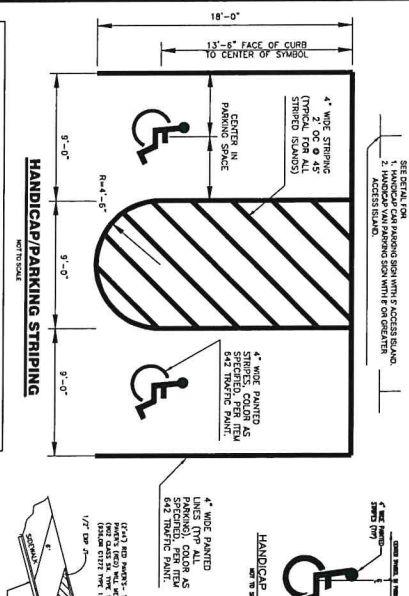
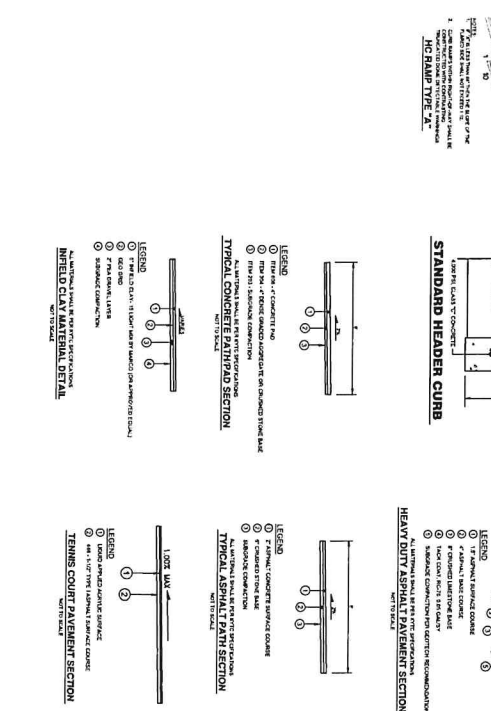
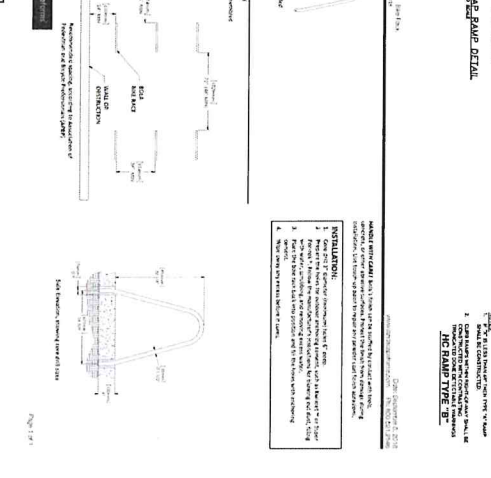
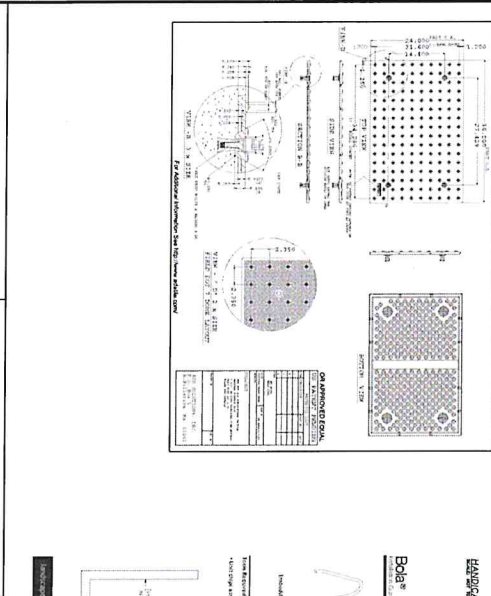
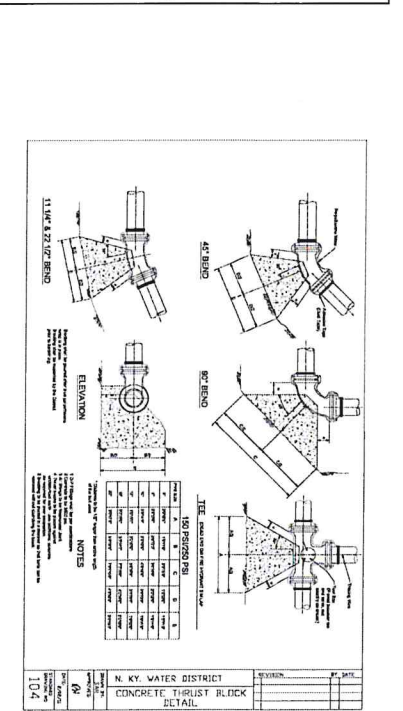
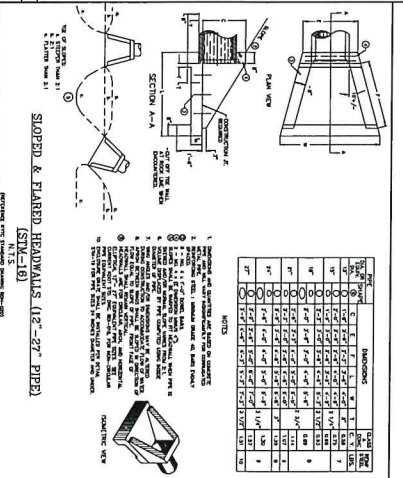
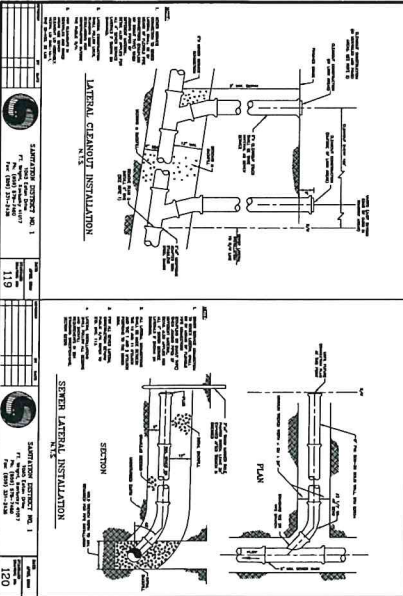


## AREA DRAIN / YARD INLET DETAIL



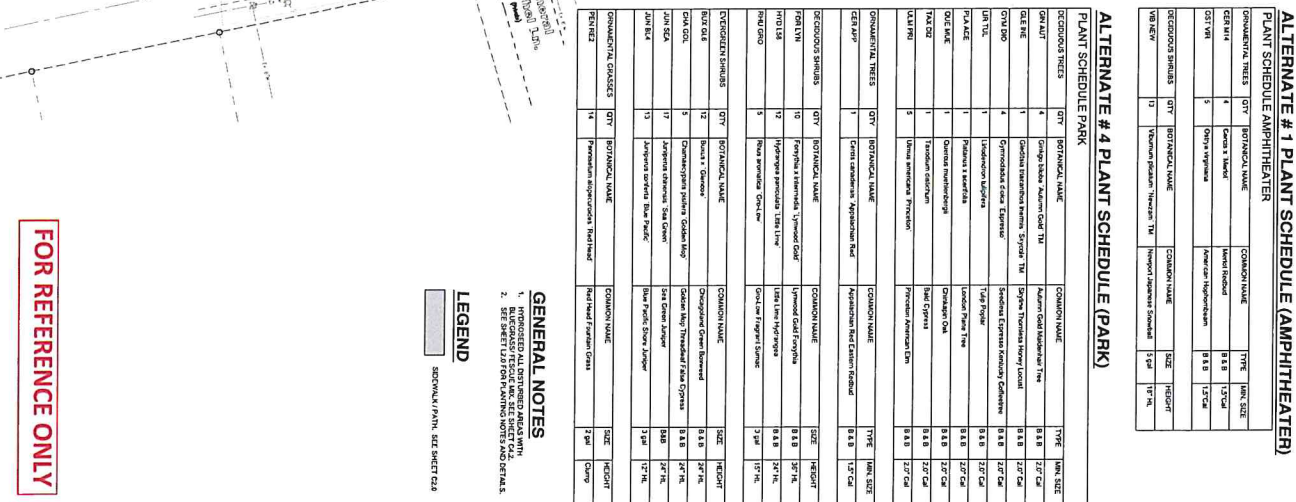
- GRADING NOTES:**
1. GRADING SHALL BE BASED ON THE PROPOSED FINISH GRADE AND SHALL BE SLOPED TO THE DRAIN INLET.
  2. THE DRAIN INLET SHALL BE SLOPED TO THE DRAIN INLET.
  3. THE DRAIN INLET SHALL BE SLOPED TO THE DRAIN INLET.
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**FOR REFERENCE ONLY**





**ALTERNATE # 4 PLANT SCHEDULE (PARK**

[illegible]

## GENERAL NOTES

1. HYDROSEED ALL DISTURBED AREAS WITH BLUEGRASS/FESCUE MIX. SEE SHEET C4.2.
2. SEE SHEET L2.0 FOR PLANTING NOTES AND DETAIL.

### LEGEND

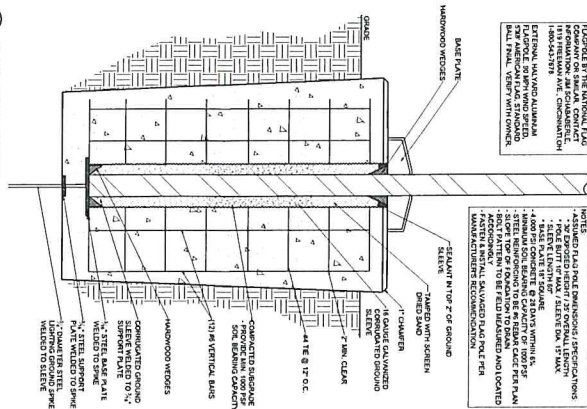
SIDC/WALK/PATH. SEE SHEET C2.

**FOR REFERENCE ONLY**



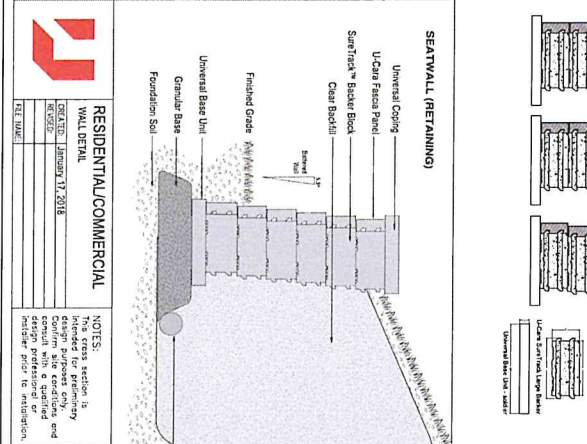
### 1 FLAG POLE DETAIL

SCALE: NOT TO SCALE



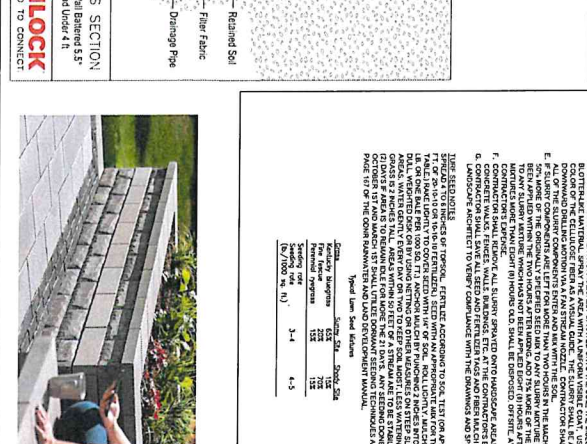
### 2 SHRUB BED EDGE DETAIL

SCALE: NOT TO SCALE



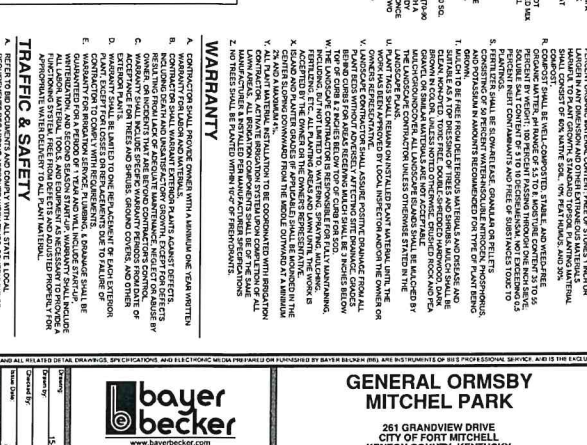
### 3 CLUMP TREE PLANTING DETAIL

SCALE: NOT TO SCALE



### 4 SHRUB PLANTING DETAIL

SCALE: NOT TO SCALE



### 5 RETAINING SEATWALL

SCALE: NOT TO SCALE



### 6 SEATWALL DESIGN INTENT IMAGE



## FOR REFERENCE ONLY

### PREPARATION AND PLANTING

1. PREPARE THE SITE BY REMOVING ALL EXISTING VEGETATION AND SOIL.
2. PREPARE THE SITE BY REMOVING ALL EXISTING VEGETATION AND SOIL.
3. PREPARE THE SITE BY REMOVING ALL EXISTING VEGETATION AND SOIL.
4. PREPARE THE SITE BY REMOVING ALL EXISTING VEGETATION AND SOIL.
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9. PREPARE THE SITE BY REMOVING ALL EXISTING VEGETATION AND SOIL.
10. PREPARE THE SITE BY REMOVING ALL EXISTING VEGETATION AND SOIL.

### SEEDING

1. SEED THE SITE WITH A MIXTURE OF SEEDS.
2. SEED THE SITE WITH A MIXTURE OF SEEDS.
3. SEED THE SITE WITH A MIXTURE OF SEEDS.
4. SEED THE SITE WITH A MIXTURE OF SEEDS.
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9. SEED THE SITE WITH A MIXTURE OF SEEDS.
10. SEED THE SITE WITH A MIXTURE OF SEEDS.

### LANDSCAPE NOTES

1. LANDSCAPE NOTES.
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9. LANDSCAPE NOTES.
10. LANDSCAPE NOTES.

### SEATING WALL DETAIL

SCALE: NOT TO SCALE

**NOTES:**

1. SEATING WALL SHALL BE 12" HIGH.
2. SEATING WALL SHALL BE 12" WIDE.
3. SEATING WALL SHALL BE 1/2" THICK.
4. SEATING WALL SHALL BE 12' TALL.
5. SEATING WALL SHALL BE 12' TALL.
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