

CERTIFICATE OF LIABILITY INSURANCE

LMASP-2

OP ID: KW

DATE (MM/DD/YYYY) 11/27/2017

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

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

PRODUCER GCH Insurance Group 2250 Thunderstick Dr Ste. 1104		CONTACT NAME: PHONE [A/C, No, Ext): [A	XX /C, No):
John Ham	, KY 40505 pton	INSURER(S) AFFORDING COVERAGE INSURER A : Charter Oak Fire	NAIC #
INSURED	L-M Asphalt Partners LTD DBA ATS Construction 3009 Atkinson Ave., Ste 400	INSURER B: Travelers Property Casualty INSURER C: Kentucky Employer's Mutual Ins	25658 10320
	Lexington, KY 40509	INSURER D: Starr Surplus Lines Insurance INSURER E: INSURER F:	13604

COVERAGES CERTIFICATE NUMBER:

REVISION NUMBER:

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

	XCLUSIONS AND CONDITIONS OF SUCH			-					
INSR LTR	TYPE OF INSURANCE	ADDL	SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	8	
	GENERAL LIABILITY						EACH OCCURRENCE	\$	1,000,000
Α	X COMMERCIAL GENERAL LIABILITY	х	Х	DT CO 3E855071 COF	04/01/2017	04/01/2018	DAMAGE TO RENTED PREMISES (Es occurrence)	\$	300 ,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	\$	10, 000
							PERSONAL & ADV INJURY	s	1,000,000
							GENERAL AGGREGATE	\$	2,000 ,000
	GEN'L AGGREGATE LIMIT APPLIES PER						PRODUCTS - COMP/OP AGG	S	2,000, 000
	POLICY X PRO-		•					5	
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	s	1,000,000
В	X ANY AUTO	Х	Х	DT 810 3E855071 TIL	04/01/2017	04/01/2018	BODILY INJURY (Per person)	S	
	ALL OWNED SCHEDULED AUTOS						BODILY INJURY (Per acadent)	\$	
	X HIRED AUTOS X NON-OWNED AUTOS		ĺ				PROPERTY DAMAGE (PER ACCIDENT)	\$	
								\$	
	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	\$	6,000, 000
В	EXCESS LIAB CLAIMS-MADE		Х	CUP 0J675466	04/01/2017	04/01/2018	AGGREGATE	\$	6,000 ,000
-	DED X RETENTIONS 10,000				1			\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X WC STATU- OTH-		
С	ANY PROPRIETOR/PARTNER/EXECUTIVE	N/A	1	397322	04/01/2017	04/01/2018	E L EACH ACCIDENT	5	1,000 ,000
	(Mandatory In NH)	MIA					E L. DISEASE - EA EMPLOYEE	\$	1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E L DISEASE - POLICY LIMIT	5	1,000, 000
D	Pollution Liab			1000066589171	04/01/2017	04/01/2018	Occ/Agg		1,000,000
							Ded		25, 000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) Bid #177-2017 - Site Restoration Services.
Certificate holder is an additional insured in regards to auto & general liability, the general liability is primary. Policies contain a 30 day cancellation clause. Waiver of subrogation as indicated above

CERTIFICATE HOLDER	CANCELLATION

Lexington-Fayette Urban County Government Division of Central Purchasing 200 E. Main St. Room 338 Lexington, KY 40507 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

authorized representative
John W. Hanpton

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LFUCG00



COMMONWEALTH OF KENTUCKY TRANSPORTATION CABINET

Frankfort, Kentucky 40622 www.transportation.ky.gov/

Greg Thomas Secretary

April 14, 2017

Dear Contractor:

Matthew G. Bevin

Governor

The Transportation Cabinet has issued the enclosed Certificate of Eligibility which indicates the maximum amount of work permitted to be under contract at anyone time, as a prime contractor. The Construction Prequalification Committee has approved those types of work for which your organization is considered qualified to bid or accept a subcontract on highway projects in Kentucky.

This certificate will expire at the end of your current fiscal year, or calendar year whichever is applicable as provided by Internal Revenue Service Regulations, but will be extended for 120 days to permit sufficient time for filing new data and renewal of eligibility without loss of bidding capacity.

Please examine the certificate carefully and <u>note</u> that it <u>may not</u> grant eligibility for all of the types of work requested in your application. If you should have reasons to request for reconsideration of maximum eligibility or items of work permitted by the Transportation Cabinet, do so in writing within ten (10) days after receipt of this certificate.

Contractors should notify the Finance Cabinet, Division of Statewide Accounting Services of any change in the wording of the name or any change in address from previously issued certificates. The Division of Statewide Accounting Services may be contacted at (502) 564-7750.

New prequalified contractors will need to purchase or download the latest edition of the Standard Specifications for Road and Bridge Construction and the Supplemental Specification Manual. First time bidders should pay special attention to Section 102, Bidding Requirements and Conditions, and Section 103, Awards and Execution of Contracts. The Standard Specifications for Road and Bridge Construction and Supplemental Specification Manual may be obtained by visiting the Division of Construction website at www.transportation.ky.gov/construction/.

Sincerely,

Shella J Eagle, Administrative Branch Manager Division of Construction Procurement

Prequalification Branch

502-782-4815

shella.eagle@ky.gov

se/rla Enclosure





Certificate of Eligibility

A-2017 01947

Certificate No.

Issued By

Commonwealth of Kentucky

Transportation Cabinet

This certifies that L-M ASPHALT PARTNERS LTD D/B/A ATS CONSTRUCTION

3009 ATKINSON AVENUE BUITE 400

LEXINGTON, KY 40509

is hereby qualified to eccept a contract or subcontract on projects of the Department of Highways for such a period as uncompleted work under prime contract at any time does not exceed the

This certificate which expires December 31, 2017 aggregate amount of UNLIMITED

is subject to revocation, and is extended to 120 days from this expiration date. An application for renewal of this certificate must be filed within ninety days after the above date.

Types of Work

GRADE AND DRAIN

PORTLAND CEMENT CONCRETE PAVING

ASPHALT PAVING OPTION B 5 ASPHALT PAVING OPTION A

BRIDGES NOT MORE THAN 70 FT. CLEAR SPAN 8 5

9

Date Issued: April 13, 2017

State Highway Engineer

Department of Highways



Attachment "B"

L-M Asphalt Partners, Ltd. dba ATS Construction

- 1) Ms. Rachel Mills, Director Kentucky Transportation Cabinet Division of Construction Procurement 200 Mero Street, Mail Code 3-1 Frankfort, Kentucky 40622 (502) 564-3500
- 2) Mr. Albert Miller
 Lexington Fayette Urban County Government
 Director of Streets and Roads
 1555 Old Frankfort Pike
 Lexington, Kentucky 40504
 (859) 258-3451
- 3) Mr. Mark Day
 Lexington Fayette Urban County Airport Board
 Office of Planning and Development
 Blue Grass Airport
 4000 Terminal Drive, Suite 206
 Lexington, Kentucky 40510
 (859) 425-3107
- 4) Mr. Greg Williams
 Gray Construction, Inc.
 10 Quality Street
 Lexington, Kentucky 40507
 (859) 281-9308
- 5) Mr. Joe Meyer Scott, Murphy and Daniel, LLC. 2335 Barren River Road Bowling Green, Kentucky 42101 (270) 781-9944





Lexington-Fayette Urban County Government

Lexington, Kentucky Horse Capital of the World

Division of Central Purchasing

Date of Issue: November 16, 2017

INVITATION TO BID #177-2017 Site Restoration Sevices

Bid Opening Date: Address:	December 6 200 East Ma	, 2017 in Street, 3 rd Hoor, Room 338, Lexington, Kentucky 40507	ening Time: 2:00 PM
Type of Bid:	Price Contra	ct	
Pre Bid Meeting: Address:	N/A N/A	Pre Bid Time:	N/A
Sealed bids will be re prevailing local time o	ceived in the o n <u>12/06/201</u>	ffice of the Division of Central Purchasing, 200 East Main Street, Lexing Z. Bids must be <u>received</u> by the above-mentioned date and time. Mailed	ton, Kentucky, until 2:00 PM , bids should be sent to:
		Division of Central Purchasing 200 East Main Street, Room 338 Lexington, KY 40507, (859) 258-3320	
above. Bids that an must be signed and h	e not deliver e ave the compa	by Government assumes no responsibility for bids that are not addressed to the Division of Central Purchasing by the stated time and drawn name and address, bid invitation number, and the name of the bid on	the outside of the envelope.
Bids are to include all		to the point of delivery located at: 125 Lisle Industrial Avenue/Various L	
Bid Security Required	:Y	SX_No Cashier Check, Certified Check, Bid Bond (Personal checks and con	npany checks will not be acceptable).
Performance Bond Re		≘s <u>X</u> No	
XXX Bid Specific	ations Met	Check One: Exceptions to Bid Specifications. Exceptions shall be itemized and attached to bid proposal submitted.	Proposed Delivery:
Procurement Can and services and als	i Usage—The to make payr	Lexington-Fayette Urban County Government may be using Procurement nents. Will you accept Procurement Cards?	Cards to purchase goods
Su.	hmitted but	L-M Asphalt Partners, Ltd. dba ATS Constr	uction
Su	bmitted by:	Firm Name	
		3009 Atkinson Avenue, Suite 400	
		Address	
		Lexington, Kentucky 40509	
		City, State & Zip	
Rid must	he sianed:	Birk. Belly V.P	
(original sig	pe signeu: mature)	Signature of Authorized Company Representative - Title	!
, ,	-	Brian R. Billings, Vice President	
		Representative's Name (Typed or printed) (859) 223–7001 (859) 231–0	946
		Area Code - Phone - Extension Fax #	
		bbillings@atsconstruction.com	
		E-Mail Address	



AFFIDAVIT

	Comes the Affiant, Brian R. Billings, and after being first duly sworn under penalty of
per	jury as follows:
1.	His/her name is and he/she is the individual submitting the bid or is the
	authorized representative ofL-M Asphalt Partners, Ltd. dba ATS Construction
	the entity submitting the bid (hereinafter referred to as "Bidder")
2.	Bidder will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the bid is submitted, prior to award of the contract and will maintain a "current" status in regard to those taxes and fees during the life of the contract.
	Bidder will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.
	Bidder has authorized the Division of Central Purchasing to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.
	Bidder has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of a contract to the Bidder will not violate any provision of the campaign finance laws of the Commonwealth.
	Bidder has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as "Ethics Act."
7.	Bidder acknowledges that "knowingly" for purposes of this Affidavit means, with respect to conduct or to circumstances described by a statute or ordinance defining an offense, that a person is aware or should have been aware that his conduct is of that nature or that the circumstance exists.
	Further, Affiant sayeth naught. Brian R. Billings, Vice President
S 1	TATE OF Kentucky
C	DUNTY OF
	The foregoing instrument was subscribed, sworn to and acknowledged before me
by	Brian R. Billings on this the 6th. day
of	December 2017
	My Commission expires: April 22, 2020 April 22, 2020 April 22, 2020 April 22, 2020
	NOTARY PUBLIC, STATE AT LARGE Richard L. Craycraft
P	lease refer to Section II. Bid Conditions, Item "U" prior to completing this form.



I. GREEN PROCUREMENT

A. ENERGY

The Lexington-Fayette Urban County Government is committed to protecting our environment and being fiscally responsible to our citizens.

The Lexington-Fayette Urban County Government mandates the use of Energy Star compliant products if they are available in the marketplace (go to www.Energystar.gov). If these products are available, but not submitted in your pricing, your bid will be rejected as non-compliant.

ENERGY STAR is a government program that offers businesses and consumers energy-efficient solutions, making it easy to save money while protecting the environment for future generations.

Key Benefits

These products use 25 to 50% less energy
Reduced energy costs without compromising quality or performance
Reduced air pollution because fewer fossil fuels are burned
Significant return on investment
Extended product life and decreased maintenance

B. GREEN SEAL CERTIFIED PRODUCTS

The Lexington-Fayette Urban County Government is also committed to using other environmentally friendly products that do not negatively impact our environment. Green Seal is a non-profit organization devoted to environmental standard setting, product certification, and public education.

Go to www.Greenseal.org to find available certified products. These products will have a reduced impact on the environment and on human health. The products to be used must be pre-approved by the LFUCG prior to commencement of any work in any LFUCG facility. If a Green Seal product is not available, the LFUCG must provide a signed waiver to use an alternate product. Please provide information on the Green Seal products being used with your bid response.

C. GREEN COMMUNITY

The Lexington-Fayette Urban County Government (LFUCG) serves as a principal, along with the University of Kentucky and Fayette County Public Schools, in the Bluegrass Partnership for a Green Community. The Purchasing Team component of the Partnership collaborates on economy of scale purchasing that promotes and enhances environmental initiatives. Specifically, when applicable, each principal is interested in obtaining best value products and/or services which promote environment initiatives via solicitations and awards from the other principals.

Community (i.e. U	niversity of Kentucky and Fayette County Schools) if requested?
Yes	No



II. Bid Conditions

- A. No bid may be withdrawn for a period of sixty (60) days after the date and time set for opening.
- B. No bid may be altered after the date and time set for opening. In the case of obvious errors, the Division of Central Purchasing may permit the withdrawal of a bid. The decision as to whether a bid may be withdrawn shall be that of the Division of Central Purchasing.
- C. Acceptance of this proposal shall be enactment of an Ordinance by the Urban County Council.
- D. The bidder agrees that the Urban County Government reserves the right to reject any and all bids for either fiscal or technical reasons, and to award each part of the bid separately or all parts to one vendor.
- E. Minor exceptions may not eliminate the bidder. The decision as to whether any exception is minor shall be entirely that of the head of the requisitioning Department or Division and the Director of the Division of Central Purchasing. The Urban County Government may waive technicalities and informalities where such waiver would best serve the interests of the Urban County Government.
- F. Manufacturer's catalogue numbers, trade names, etc., where shown herein are for descriptive purposes and are to guide the bidder in interpreting the standard of quality, design, and performance desired, and shall not be construed to exclude proposals based on furnishing other types of materials and/or services. However, any substitution or departure proposed by the bidder must be clearly noted and described; otherwise, it will be assumed that the bidder intends to supply items specifically mentioned in this Invitation for Bids.
- G. The Urban County Government may require demonstrations of the materials proposed herein prior to acceptance of this proposal.
- H. Bids must be submitted on this form and must be signed by the bidder or his authorized representative. Unsigned bids will not be considered.
- Bids must be submitted prior to the date and time indicated for opening. Bids submitted after this time will not be considered.
- All bids mailed must be marked on the face of the envelope:

"Bid on #177-2017 Site Restoration Services"

and addressed to:

Division of Central Purchasing 200 East Main Street, Room 338 Lexington, Kentucky 40507

The Lexington-Fayette Urban County Government assumes no responsibility for bids that are not addressed and delivered as indicated above. Bids that are not delivered to the Division of Central Purchasing by the stated time and date will be rejected.

- K. Bidder is requested to show both unit prices and lot prices. In the event of error, the unit price shall prevail.
- L. A certified check or Bid Bond in the amount of XX percent of the bid price must be attached hereto. This check must be made payable to the Lexington-Fayette Urban County Government, and will be returned when the material and/or services specified herein have been delivered in accordance with specifications. In the event of failure to perform within the time period set forth in this bid, it is agreed the certified check may be cashed and the funds retained by the Lexington-Fayette Urban County Government as liquidated damages. Checks of unsuccessful bidders will be returned when the bid has been awarded.
- M. The delivery dates specified by bidder may be a factor in the determination of the successful bidder.
- N. Tabulations of bids received may be mailed to bidders. Bidders requesting tabulations must endose a stamped, self-addressed envelope with the bid.
- O. The Lexington-Fayette Urban County Government is exempt from Kentucky Sales Tax and Federal Excise Tax on materials purchased from this bid invitation. Materials purchased by the bidder for construction projects are not tax exempt and are the sole responsibility of the bidder.
- P. All material furnished hereunder must be in full compliance with OSHA regulations.



- Q. If more than one bid is offered by one party, or by any person or persons representing a party, all such bids shall be rejected.
- R. Signature on the face of this bid by the Bidder or his authorized representative shall be construed as acceptance of and compliance with all terms and conditions contained herein.
- S. The Entity (regardless of whether construction contractor, non-construction contractor or supplier) agrees to provide equal opportunity in employment for all qualified persons, to prohibit discrimination in employment because of race, color, creed, national origin, sex or age, and to promote equal employment through a positive, continuing program from itself and each of its sub-contracting agents. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.
- T. The Kentucky Equal Employment Opportunity Act of 1978 (KRS 45.560-45.640) requires that any county, city, town, school district, water district, hospital district, or other political subdivision of the state shall include in directly or indirectly publicly funded contracts for supplies, materials, services, or equipment hereinafter entered into the following provisions:

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

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

The Act further provides:

KRS 45.610. Hiring minorities - Information required

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

KRS 45.620. Action against contractor - Hiring of minority contractor or subcontractor

- (1) If any contractor is found by the department to have engaged in an unlawful practice under this chapter during the course of performing under a contract or subcontract covered under KRS 45.560 to 45.640, the department shall so certify to the contracting agency and such certification shall be binding upon the contracting agency unless it is reversed in the course of judicial review.
- (2) If the contractor is found to have committed an unlawful practice under KRS 45.560 to 45.640, the contracting agency may cancel or terminate the contract, conditioned upon a program for future compliance approved by the contracting agency and the department. The contracting agency may declare such a contractor ineligible to bid on further contracts with that agency until such time as the contractor complies in full with the requirements of KRS 45.560 to 45.640.



(3) The equal employment provisions of KRS 45.560 to 45.640 may be met in part by a contractor by subcontracting to a minority contractor or subcontractor. For the provisions of KRS 45.560 to 45.640, a minority contractor or subcontractor shall mean a business that is owned and controlled by one or more persons disadvantaged by racial or ethnic dircumstances.

KRS 45.630 Termination of existing employee not required, when

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

KRS 45.640 Minimum skills

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

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

U. Any party, firm or individual submitting a proposal pursuant to this invitation must be in compliance with the requirements of the Lexington-Fayette Urban County Government regarding taxes and fees before they can be considered for award of this invitation and must maintain a "current" status with regard to those taxes and fees throughout the term of the contract. The contractor must be in compliance with Chapter 13 from the Code of Ordinances of the Lexington-Fayette Urban County Government. The contractor must be in compliance with Ordinance 35-2000 pursuant to contractor registration with the Division of Building Inspection. If applicable, said business must have a Fayette County business license.

Pursuant to KRS 45A.343 and KRS 45A.345, the contractor shall

- (1) Reveal any final determination of a violation by the contractor within the previous five year period pursuant to KRS Chapters 136 (corporation and utility taxes), 139 (sales and use taxes), 141 (income taxes), 337 (wages and hours), 338 (occupational safety and health of employees), 341 (unemployment and compensation) and 342 (labor and human rights) that apply to the contractor; and
- (2) Be in continuous compliance with the above-mentioned KRS provisions that apply to the contractor for the duration of the contract.

A contractor's failure to reveal the above or to comply with such provisions for the duration of the contract shall be grounds for cancellation of the contract and disqualification of the contractor from eligibility for future contracts for a period of two (2) years.

V. Vendors who respond to this invitation have the right to file a notice of contention associated with the bid process or to file a notice of appeal of the recommendation made by the Director of Central Purchasing resulting from this invitation.

Notice of contention with the bid process must be filed within 3 business days of the bid/proposal opening by (1) sending a written notice, including sufficient documentation to support contention, to the Director of the Division of Central Purchasing or (2) submitting a written request for a meeting with the Director of Central Purchasing to explain his/her contention with the bid process. After consulting with the Commissioner of Finance the Chief Administrative Officer and reviewing the documentation and/or hearing the vendor, the Director of Central Purchasing shall promptly respond in writing findings as to the compliance with bid processes. If, based on this review, a bid process irregularity is deemed to have occurred the Director of Central Purchasing will consult with the Commissioner of Finance, the Chief Administrative Officer and the Department of Law as to the appropriate remedy.

Notice of appeal of a bid recommendation must be filed within 3 business days of the bid recommendation by (1) sending a written notice, including sufficient documentation to support appeal, to the Director, Division of Central Purchasing or (2) submitting a written request for a meeting with the Director of Central



Purchasing to explain his appeal. After reviewing the documentation and/or hearing the vendor and consulting with the Commissioner of Finance and the Chief Administrative Officer, the Director of Central Purchasing shall in writing, affirm or withdraw the recommendation.

III. Procurement Contract Bid Conditions

- A. The terms of this agreement shall be for <u>1</u> year(s) from the date of acceptance of this contract by the Lexington-Fayette Urban County Government. This agreement may be automatically extended for an additional <u>2-1</u> year(s) renewal. This contract may be canceled by either party thirty (30) days after delivery by canceling party of written notice of intent to cancel to the other contracting party.
- B. Price Changes (Space Checked Applies)
 - () 1. Prices quoted in response to the Invitation shall be firm prices for the first 90 days of the Procurement Contract. After 90 days, prices may be subject to revision and such changes shall be based on general industry changes. Revision may be either increases or decreases and may be requested by either party. There will be no more than one (1) price adjustment per quarter. Requests for price changes shall be received in writing at least twenty (20) days prior to the effective date and are subject to written acceptance before becoming effective. Proof of the validity of a request for revision shall be responsibility of the requesting party. The Lexington-Fayette Urban County Government shall receive the benefit of any decline that the seller shall offer his other accounts.
 - (X) 2. No provision for price change is made herein. Prices are to be firm for the term of this contract.
 - () 3. Procurement Level Contract
- C. If any contract item is not available from the vendor, the Lexington-Fayette Urban County Government, at its option, may permit the item to be back-ordered or may procure the item on the open market.
- All invoices must bear reference to the Lexington-Fayette Urban County Government Purchasing document numbers which are being billed.
- E. This contract may be canceled by the Lexington-Fayette Urban County Government if it is determined that the Bidder has failed to perform under the terms of this agreement, such cancellation to be effective upon receipt of written notice of cancellation by the Bidder.
- F. No substitutions for articles specified herein may be made without prior approval of the Division of Central Purchasing.



EQUAL OPPORTUNITY AGREEMENT

The Law

- Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.
- Executive Order No. 11246 on Nondiscrimination under Federal contract prohibits employment discrimination by contractor and sub-contractor doing business with the Federal Government or recipients of Federal funds. This order was later amended by Executive Order No. 11375 to prohibit discrimination on the basis of sex.
- Section 503 of the Rehabilitation Act of 1973 states:

The Contractor will not discriminate against any employee or applicant for employment because of physical or mental disability.

- Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam Era by contractors having Federal contracts.
- Section 206(A) of Executive Order 12086, Consolidation of Contract Compliance Functions for Equal Employment Opportunity, states:

The Secretary of Labor may investigate the employment practices of any Government contractor or sub-contractor to determine whether or not the contractual provisions specified in Section 202 of this order have been violated.

The Lexington-Fayette Urban County Government practices Equal Opportunity in recruiting, hiring and promoting. It is the Government's intent to affirmatively provide employment opportunities for those individuals who have previously not been allowed to enter into the mainstream of society. Because of its importance to the local Government, this policy carries the full endorsement of the Mayor, Commissioners, Directors and all supervisory personnel. In following this commitment to Equal Employment Opportunity and because the Government is the benefactor of the Federal funds, it is both against the Urban County Government policy and illegal for the Government to let contracts to companies which knowingly or unknowingly practice discrimination in their employment practices. Violation of the above mentioned ordinances may cause a contract to be canceled and the contractors may be declared ineligible for future consideration.

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

Bidders

I/We agree to comply with the Civil Rights Laws listed above that govern employment rights of minorities, women, veteran status, disability and age.

Brian R. Billings, Vice President

L-M Asphalt Partners, Ltd. dba ATS Construction

Name of Business



GENERAL PROVISIONS OF BID CONTRACT

By signing the below, bidder acknowledges that it understands and agrees with the following provisions related to its bid response and the provision of any goods or services to LFUCG upon selection by LFUCG pursuant to the bid request:

- Bidder shall comply with all Federal, State & Local regulations concerning this type of service or good.
- 2. Failure to submit ALL forms and information required by LFUCG may be grounds for disqualification.
- 3. Addenda: All addenda, if any, must be considered by the bidder in making its response, and such addenda shall be made a part of the requirements of the bid contract. Before submitting a bid response, it is incumbent upon bidder to be informed as to whether any addenda have been issued, and the failure of the bidder to cover any such addenda may result in disqualification of that response.
- Bid Reservations: LFUCG reserves the right to reject any or all bid responses, to award in whole or part, and to waive minor immaterial defects in proposals. LFUCG may consider any alternative proposal that meets its basic needs.
- 5. Liability: LFUCG is not responsible for any cost incurred by bidder in the preparation of its response.
- 6. Changes/Alterations: Bidder may change or withdraw a proposal at any time prior to the opening; however, no oral modifications will be allowed. Only letters, or other formal written requests for modifications or corrections of a previously submitted proposal which is addressed in the same manner as the bid response, and received by LFUCG prior to the scheduled dosing time for receipt of bids, will be accepted. The bid response when opened, will then be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope which is plainly marked "modifications of bid response".
- Clarification of Submittal: LFUCG reserves the right to obtain clarification of any point in a bid or to obtain additional information from any bidder.
- Bribery Clause: By his/her signature on its response, bidder certifies that no employee of his/hers, any affiliate or subcontractor, has bribed or attempted to bribe an officer or employee of the LFUCG.
- 9. Additional Information: While not necessary, the bidder may include any product brochures, software documentation, sample reports, or other documentation that may assist LFUCG in better understanding and evaluating the bid response. Additional documentation shall not serve as a substitute for other documentation which is required by the LFUCG to be submitted with the bid response.
- 10. Ambiguity, Conflict or other Errors: If a bidder discovers any ambiguity, conflict, discrepancy, omission or other error in the bid request of LFUCG, it shall immediately notify LFUCG of such error in writing and request modification or clarification of the document if allowable by the LFUCG.
- Agreement to Bid Terms: In submitting its bid response, the bidder agrees that it has carefully examined the specifications and all provisions relating to LFUCG's bid request, including but not limited to the bid contract. By submission of its bid response, bidder states that it understands the meaning, intent and requirements of LFUCG's bid request and agrees to the same. The successful bidder shall warrant that it is familiar with and understands all provisions herein and shall warrant that it can comply with them. No additional compensation to bidder shall be authorized for services, expenses, or goods reasonably covered under these provisions that the bidder omits from its bid response.
- 12. Cancellation: LFUCG may unilaterally terminate the bid contract with the selected bidder(s) at any time, with or without cause, by providing at least thirty (30) days advance written notice unless a different advance written notice period is negotiated prior to contract approval. Payment for services or goods received prior to termination shall be made by the LFUCG provided these goods or services were provided in a manner acceptable to the LFUCG. Payment for those goods and services shall not be unreasonably withheld.



- Assignment of Contract: The selected bidder(s) shall not assign or subcontract any portion of the bid contract with LFUCG without the express written consent of LFUCG. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that LFUCG shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of LFUCG.
- 14. No Waiver: No failure or delay by LFUCG in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by LFUCG in exercising any right, remedy, power or privilege under or in respect of this bid proposal or bid contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.
- 15. Authority to do Business: Each bidder must be authorized to do business under the laws of the Commonwealth of Kentucky and must be in good standing and have full legal capacity to provide the goods or services specified in the bid proposal. Each bidder must have all necessary right and lawful authority to submit the bid response and enter into the bid contract for the full term hereof including any necessary corporate or other action authorizing the bidder to submit the bid response and enter into this bid contract. If requested, the bidder will provide LFUCG with a copy of a corporate resolution authorizing this action and/or a letter from an attorney confirming that the proposer is authorized to do business in the Commonwealth of Kentucky. All bid responses must be signed by a duly authorized officer, agent or employee of the bidder.
- Governing Law: This bid request and bid contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this matter, the bidder agrees that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division and that the bidder expressly consents to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to these matters or any rights or obligations arising thereunder.
- 17. Ability to Meet Obligations: Bidder affirmatively states that there are no actions, suits or proceedings of any kind pending against bidder or, to the knowledge of the bidder, threatened against the bidder before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of bidder to perform its obligations under this bid response or bid contract, or which question the legality, validity or enforceability hereof or thereof.
- 18. Bidder understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Bidder is an independent contractor at all times related to the bid response or bid contract.

 If any term or provision of this bid contract shall be found to be illegal or unenforceable, the remainder of the contract shall remain in full force and such term or provision shall be deemed stricken.

December 6, 2017

Date

L-M Asphalt Partners, Ltd.

dba ATS Construction

Brian R. Billings, Vice President



RISK MANAGEMENT PROVISIONS INSURANCE AND INDEMNIFICATION

INDEMNIFICATION AND HOLD HARMLESS PROVISION

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

FINANCIAL RESPONSIBILITY

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

INSURANCE REQUIREMENTS

YOUR ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW, AND YOU MAY NEED TO CONFER WITH YOUR INSURANCE AGENTS, BROKERS, OR CARRIERS TO DETERMINE IN ADVANCE OF SUBMISSION OF A RESPONSE THE AVAILABILITY OF THE INSURANCE COVERAGES AND ENDORSEMENTS REQUIRED HEREIN. IF YOU FAIL TO COMPLY WITH THE INSURANCE REQUIREMENTS BELOW, YOU MAY BE DISQUALIFIED FROM AWARD OF THE CONTRACT.



Required Insurance Coverage

BIDDER/CONTRACTOR shall procure and maintain for the duration of this contract the insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the CONTRACTOR, his agents, representatives, employees or subcontractors.

Minimum Scope of Insurance

Coverage shall be at least as broad as:

- Insurance Services Office Commercial General Liability Coverage (Occurrence 1. Form CG 00 01) or Insurance Services Office Form (CG 00 090 11 88 Owners and Contractors Protective Liability Coverage Form - Coverage for Operations of Designated Contractor).
- Insurance Services Office Form number CA 0001 covering Automobile Liability, 2. code 1 (any auto).
- Workers Compensation Insurance as required by the Commonwealth of Kentucky 3. and Employer's Liability Insurance.
- Builders Risk (Course of Construction) Insurance covering all risk of loss less 4. policy exclusions (if applicable).
- Surety bonds as described below. 5.
- Professional liability (if Design/Build). 6.
- Contractor's Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors 7. and Omissions (if project involves environmental hazards).

Minimum Limits of Insurance

Contractor shall maintain limits no less than:

General Liability: (including Operations, Products and	\$5,000,000 per occurrence for bodily injury, personal injury and property damage. If
Completed Operations.)	Commercial General Liability Insurance or other form with a general aggregate limit is used, the general aggregate limit shall be no less than \$5,000,000.
2. Automobile Liability:	\$2,000,000 per accident for bodily injury and property damage.
3. Workers Compensation	As required by the Commonwealth of Kentucky.
4. Employers' Liability:	\$1,000,000 each accident, \$1,000,000 policy limit Bodily injury by disease, \$1,000,000 each employee bodily injury by disease.
5. Contractors Pollution - Asbesto Legal Liability	\$1,000,000 each occurrence - \$2,000,000 policy aggregate, including errors and ommissions.

The policies above shall contain the following conditions:

a. All Certificates of Insurance forms used by the insurance carrier shall be properly filed and approved by the Department of Insurance for the Commonwealth of Kentucky (DOI). LFUCG shall be named as an "additional insured" in the General Liability Policy and



Commercial Automobile Liability Policy using the Kentucky DOI approved forms.

- b. The General Liability Policy shall be primary to any insurance or self-insurance retained by LFUCG.
- c. The General Liability Policy shall include a Products and Completed Operations endorsement or Premises and Operations Liability endorsement unless it is deemed not to apply by LFUCG. Coverage for explosion, collapse, and underground shall be included.
- d. LFUCG shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed.
- e. Said coverage shall be written by insurers acceptable to LFUCG and shall be in a form acceptable to LFUCG. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.

Builder's Risk (Course of Construction) Insurance

Contractor may submit evidence of Builder's Risk insurance in the form of Course of Construction coverage. Such coverage shall contain the following provision:

The LFUCG shall be named as loss payee as their interest may appear.

If the project does not involve new or major reconstruction, at the option of the LFUCG, an Installation Floater may be acceptable. For such projects, a property installation floater shall be obtained that provide for the improvement, remodel, modification, alteration, conversion or adjustment to existing buildings, structures, processes, machinery and equipment. The Property Installation Floater shall provide property damage coverage for any building, structure, machinery or equipment damaged, impaired, broken or destroyed during the performance of the work, including during transit, installation and testing at the entity site.

Claims Made/Pollution Legal

If the General Liability, Contractors' Pollution Legal Liability and/or Asbestos Pollution Liability and/or Errors & Omissions coverages are written on a claims - made form:

- The retroactive date must be shown, and must be before the date of the contract or the 1. beginning of contract work.
- Insurance must be maintained and evidence of insurance must be provided for at least 2. five (5) years after completion of contract work.
- If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the contractor must 3. purchase extended reporting period coverage for a minimum of five (5)years after completion of contract work.
- A copy of the claims reporting requirements must be submitted to the LFUCG for review.
- If the services involve lead based paint or asbestos identification/remediation, the 4. contractor's pollution liability policy shall not contain lead-base paint or asbestos 5. exclusions. If the services involve mold identification/remediation, the contractor's pollution liability policy shall not contain remote exclusion, and the definition of pollution shall include microbial matter, including mode.



Surety Bonds

Contractor shall provide the following Surety Bonds:

- A bid bond.
- 2. A performance bond.
- A payment bond.

The Payment Bond and the Performance Bond shall be in a sum equal to the contract price. Bonds shall be duly executed by a responsible corporate surety, authorized to issue such bonds in the Commonwealth of Kentucky and secured through an authorized agent with an office in Kentucky.

Renewals

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

Deductibles and Self-Insured Programs

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

- Latest audited financial statement, including auditor's notes.
- Any records of any self-insured trust fund plan or policy and related accounting statements.
- Actuarial funding reports or retained losses.
- Risk Management Manual or a description of the self-insurance and risk management program.
- A claim loss run summary for the previous five (5) years.
- Self-Insured Associations will be considered.

Safety and Loss Control



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

Verification of Coverage

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

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

Right to Review, Audit and Inspect

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

DEFAULT

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



SITE RESTORATION SERVICES TECHNICAL SPECIFICATIONS INDEX

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TECHNICAL SPECIFICATIONS SECTION 1 GENERAL SCOPE AND SPECIAL PROVISIONS

The Lexington Fayette Urban County Government (LFUCG) is accepting proposals from Contractors / Vendors to provide Site Restoration Services, for select LFUCG excavation locations on an as-needed basis.

LFUCG provides wastewater collection and conveyance services to the general LFUCG Urban Services Area (USA), as well as limited areas outside the USA.

GENERAL DESCRIPTION OF SERVICES TO BE PERFORMED UNDER THIS CONTRACT:

- A. The purpose of this section is to define the site restoration services (paved and non-paved areas) for LFUCG's wastewater collection system after excavation for repairs to LFUCG's wastewater collection system.
- B. The Contractor shall be required to furnish all materials, labor, and equipment, for site restoration services at select locations within the sanitary sewer collection system. The operation, in its entirety, shall be the sole responsibility of the Contractor.
- C. These Contract Documents are intended to provide the basis for proper completion of the site restoration services for the Owner. Anything not expressly set forth but which is reasonably implied or necessary for proper performance of these services shall be included.
- D. The site restoration services shall be on a "standard" basis, requiring response within 5 business days. "Response" is defined as the commencement of on-site work.
- E. LFUCG will be represented by a representative of the Division of Water Quality (DWQ). The Wastewater Collection and Conveyance Manager, or other DWQ approved representative, shall be authorized to initiate, terminate, and/or oversee services under this Contract.
- F. General description of services to be performed: restore paved and non-paved areas within the collection system after excavation has been performed associated with repair of collection system infrastructure. LFUCG will issue a task order to the Contractor for restoration of disturbed area(s) using either bituminous surface repair and rubberized asphalt joint sealant (paved) or sod, seed/straw, or seed/straw/netting (non-paved).
- G. The successful bidders will be given maps of locations where restoration to the pavement and/or excavated area is required with a written description of the associated work. It shall be the Contractor's responsibility to locate all work sites.
- H. LFUCG shall perform follow-up inspections of the site restoration services to ensure they are being performed properly. In the event that proper restoration is not being performed according to standards set forth in these Contract Documents, the Contractor will complete the restoration at no additional cost to LFUCG to conform to these Contract Documents.

1.01 GENERAL CONDITIONS:



- A. The scope of the site restoration services described in this Specification does not guarantee the amount of work or quantities of work to be performed. Task orders will be issued by LFUCG prior to task initiation on an as-needed basis to provide necessary services solely in the best interest of LFUCG.
- B. LFUCG reserves the right to perform some or all of the site restoration services with LFUCG staff and equipment.
- C. LFUCG reserves the right to award contracts to multiple bidders to ensure sufficient staffing and required response time. LFUCG shall issue task orders to the chosen Contractors during the contract period that best suit the needs of LFUCG. Here within "Contractor" refers to each individual bidder awarded a contract.
- D. Bidders must have the proper qualifications, certifications, licenses, equipment and experience to provide site restoration repairs on city, county, state and privately owned properties in accordance with the technical specifications provided in Section 2. Contractor will supply LFUCG a copy of all such licenses and certifications, as well as five (5) job references with the Bid Proposal Form.
- E. Payment for services provided on this Contract shall be on a unit price basis, based on the service, service conditions, and service area identified on the Bid Proposal Form. The duration of this Contract shall be for one year with two automatic annual renewals at the discretion of LFUCG.
- F. The Contractor is responsible for providing all tools and equipment, materials, safety equipment, traffic control devices, and all other tools necessary to perform the work described.
- G. LFUCG inspectors shall monitor the work performed by the Contractor via follow-up inspections.
- H. LFUCG shall provide the Contractor with an Authorization Letter identifying the Contractor as a Contractor for LFUCG.
- I. The Contractor shall be compensated based on the unit rates provided by the Contractor on the Bid Proposal Form and as documented in the Agreement. Compensation shall be made by LFUCG following review and approval of invoices submitted to LFUCG. If an invoice amount requires additional documentation from the Contractor in order to receive compensation, LFUCG will notify the Contractor within 15 days of receipt of the invoice. Upon receipt of proper documentation, the invoice will be processed for compensation.

1.02 DESIGNATION OF PARTIES:

All references in the Specifications and Contract Documents to "Owner" shall mean the Lexington-Fayette Urban County Government (LFUCG); all references to "DWQ Representative" shall mean the LFUCG Division of Water Quality (DWQ) or authorized representative.

1.03 WORK ON PRIVATE PROPERTY:

A. Private property is defined as property other than that belonging to the Owner. Highway rights-of-way, public parks, schoolyards, and other such properties shall be considered public access areas for the purpose of this Contract.



- B. In connection with this Contract, the Contractor shall take every precaution to avoid damage to the buildings, grounds, and facilities of the owners of private property. The Contractor shall be responsible for any damages to public and/or private property resulting from any work under this Contract.
- C. Fences, walls, hedges, shrubs, and any other landscaping features shall be carefully, preserved, and or replaced if damaged by the Contractor during execution of his work. Grassed areas, if damaged by the Contractor, shall be graded, fertilized, seeded, and covered with straw in accordance with the technical specifications provided in Section 3.

1.04 RIGHT-OF-WAY REQUIREMENTS:

- A. It shall be the Contractor's responsibility to notify the LFUCG Police Department's Safety Officer (859) 258-3600 prior to performing any work, which might interfere with traffic or compromise the public welfare or safety. The Contractor shall also be responsible for notifying the Division of Public Information and the Division of Traffic Engineering of any roadway blockages or traffic delays. Access to all existing subdivisions and private residences shall be maintained unless otherwise directed. Contractor is responsible for all required traffic control, site safety, and obtaining any necessary permits for these tasks.
- B. Generally, right-of-way (ROW) permits will have been procured by Owner prior to Contractor being issued a task order for work. However, in the case where Owner did not secure the ROW permit, Contractor shall obtain the permit and pay the required fees at the unit rate provided.
- C. ROW permits, both Surface Cut permits and Installation permits, remain open from the time of acquisition through final restoration, and the Contractor will be working under Owner's ROW permit. If any ROW permit limit is over run at no fault of the Owner, the Contactor shall be charged any additional fee incurred. The Owner shall present the restoration task order with at least ten (10) business days of the permit running out. If task order is presented with less than ten (10) business days to permit renewal, than the Owner shall assume responsibility for the first extension of the Surface Cut permit.

1.05 COMPLIANCE WITH SAFETY REGULATIONS:

The Contractor shall comply with all governing federal and state laws regarding safety, including all requirements of the Occupation and Safety Act of 1970 (OSHA). It shall be the Contractor's responsibility to provide personal safety equipment, signs, and traffic control devices; and obtain any required permits throughout the duration of this Contract. All costs associated with safety and traffic control shall be included in the cost of work to be done. The Contractor shall abide by county and state regulations governing utility work. Traffic control shall be provided according to the Kentucky Department of Transportation (KDOT) Manual on Uniform Traffic Control Devices (MUTCD) for Streets and Highways.

1.06 IDENTIFICATION REQUIREMENTS:

A. The Contractor shall be required to have all workers and equipment clearly identified.



- B. It shall be the Contractor's responsibility to provide identification (ID) cards for all employees. The ID cards must have a photo of the employee, the company name, emergency phone number and Contract expiration date. The ID cards shall be exposed at all times.
- C. All company equipment and vehicles shall have the company name and an emergency number clearly displayed.

1.07 COMMUNICATIONS:

- A. The Contractor shall provide, for the duration of the Contract, for the DWQ Representative(s) a means of direct communication acceptable to the Owner. This shall be in the form of a cell phone. The form of communication and pertinent information related to the cell phone must be provided to Owner prior to initiation of the Contract.
- B. The Owner will provide the Contractor with the Sewer Line Maintenance (SLM) Superintendent's and the Pump Station Maintenance (PSM) Supervisor's cell phone number, as well as an on call list for after regular work hours in case of an emergency and/or if assistance is needed from the Owner on call personal.

1.08 FEDERAL, STATE, AND LOCAL LAWS:

The Contractor shall procure all necessary permits and/or certifications to provide the site restoration services except as described in paragraph 1.04 above. Further, it shall be the Contractor's responsibility to research, understand, and comply with all federal, state, and local laws, codes, regulations, ordinances, etc., which relate to performing the work as described within this Contract.

1.09 GUARANTY PERIOD:

Contractor shall remedy any defects in work and pay for damage resulting from defective work for a period of one year after the date of final payment by Owner for any given task order authorized by Owner.

1.10 TERMINATION:

Either party may terminate this Contract by giving at least thirty (30) days prior written notice to the other party. Failure of either party to meet the terms of this Contract is grounds for termination and must be expressed in writing at least 30 days prior to termination.

END OF SECTION



TECHNICAL SPECIFICATIONS SECTION 2 PAVED SITE RESTORATION SERVICES

See attached Section 02700, Section 02775, and Section 03300.



TECHNICAL SPECIFICATIONS SECTION 3 NON-PAVED SITE RESTORATION SERVICES

See attached Section 02372.

BID PROPOSAL

SITE RESTORATION SERVICES

Bidders Name:

Brian R. Billings, Vice President

Company Name

L-M Asphalt Partners, Ltd. dba ATS Construction

Company Address

3009 Atkinson Avenue, Suite 400, Lexington, Kentucky 40509

Company Telephone (859) 223-7001

Applicable Certifications, Licenses and Qualifications: Attach separate sheets as required

Job References (5 Minimum): Attach separate sheets as required

Bid Note: Unit prices shall include all labor, equipment, and materials to provide paved and non-paved site restoration services per the contract specifications.

Bid Item	Unit Description	Unit	Approx. Quantity		Unit Price	Т	otal Amount Bid
1	Saw Cut	LF	3,200	s	3.00	\$	9,600.00
2	Remove Materials	CY	120	s	40.00	\$	4,800.00
3	Granular Base (DGA)	CY	120	s	50.00	\$	6,000.00
4	Concrete Fill (Non-Finished)	CY	120	\$	200.00	\$	24,000.00
5	Flowable Fill	CY	120	\$	150.00	S	18,000.00
6	Base Course	SF	6,400	\$	3.11	s	19,904.00
7	Surface Course	SF	6,400	s	1.08	S	6,912.00
8	Milling	SF	6,400	\$	0.45	\$	2,880.00
9	Tack Coat Priming	SF	6,400	\$	0.04	S	256.00
10	Rubberized Asphalt Joint Sealant	LF	3,200	\$	0.78	\$	2,496.00
11	Concrete Sidewalk (Finished)	SF	1,600	s	9.00	\$	14,400.00
12	Concrete Driveway (Finished)	SF	1,250	s	12.00	\$	15,000.00
13	Concrete Pavement (Finished)	SF	1,000	\$	14.00	s	14,000.00



29	Mulch	CY SY	350	s	75.00	\$ \$	3,000.00
28	Inlet Protection	EA	10	\$	500.00	\$	5,000.00
27	Silt Fence	LF	500	\$_	3.00	\$	1,500.00
26	Topsoil (Placed)	CY	80	s	40.00	\$	3,200.00
25	Netting	SY	350	\$	1.00	<u> </u>	350.00
24	Straw	SY	350	\$	0.25	\$	87.50
23	Seed	SY	350	\$	0.30	\$	105.00
22	Sod	SY	350	\$	12.00	\$	4,200.00
21	Fertilizer	SY	350	\$	0.25	\$	87.50
20	Lime	SY	350	\$	0.15	\$	52.50
19	ROW Permit	EA	5	s	250.00	\$	1,250.00
18	Geotextile Fabric	SF	500	\$	0.25	\$	125.00
17	Geogrid	SF	500	s	0.50	\$	250.00
16	Class 2 Channel Lining	CY	50	\$	60.00	\$	3,000.00
15	No. 57 Crushed Stone	CY	60	\$	44.00	S	2,640.00
14	Concrete Curb and Gutter (Finished)	LF	400	\$	25.00	\$	10,000.00

Extra as directed by the Owner (to include both equipment and operator):

Bid Item	Unit Description	Unit	Approx. Quantity		Unit Price	Total Amount Bid
31	Dump Truck, Single Axle	HR	50	\$	150.00	\$ 7,500.00
32	Small Track Hoe, CAT 301.6C or equivalent	HR	50	s	160.00	\$ 8,000.00
33	Skid-Steer Loader	HR	50	s	100.00	\$ 5,000.00
	Tot	tal Bid				\$ 20,500.00



SECTION 02372 - EROSION AND SEDIMENT CONTROL



PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

A. Disturbed areas requiring non-paved site restoration work will be designated by DWQ.

PART 2 - PRODUCTS

2.01 MULCH

- A. Mulch shall be used as a soil stabilization measure for any disturbed area inactive for 14 days or longer. Areas requiring stabilization during December through February shall receive only mulch held in place with bituminous material. Mulching shall be used whenever permanent or temporary seeding is used. The anchoring of mulch shall be as directed by DWQ except all mulch placed in December through February shall be anchored with bituminous materials regardless of the slope. Permanent mulches shall be used in conjunction with planting trees, shrubs, and other ground covers that do not provide adequate soil stabilization.
- B. Straw shall come from wheat, rye, or barley and may be spread by hand or machine. Straw shall be anchored. Straw shall be applied at two tons per acre or 90 pounds per 1,000 square feet. Straw shall be free from weeds and coarse matter.
- C. Wood chips do not require tacking. Wood chips shall be applied at 270 cubic yards per acre or 6 cubic yard per 1,000 square feet and approximately 2 inches deep. Wood chips shall be treated with 20 pounds of nitrogen per acre or shall be treated with 12 pounds slow-release nitrogen per ton to prevent nutrient deficiency in plants.
- D. Bark chips or shredded bark shall be applied at 70 cubic yards per acre or 1.5 to 2 cubic yards per 1,000 square feet and about one-half inch thick. Bark does not require additional nitrogen fertilizer.
- E. Manufacturer's recommendations shall be followed during application of manufactured wood fiber and recycled paper sold as mulch materials applied in a hydroseeder slurry with binders/tackifiers. Recycled paper (newsprint) or wood fiber shall be mixed at 50 pounds per 100 gallons of water and applied according to manufacturer's recommendations and model of hydroseeder in use.
- F. Liquid mulch binders/tackifiers shall be applied according to manufacturer's recommendations. Chemical soil stabilizers or soil binders/tackifiers/emulsions shall not be used alone.
- G. Netting and mats shall be used in critical areas such as waterways where concentrated flows are expected.



H. Before the gravel or crushed stone is applied, it shall be washed. Aggregate cover shall only be used in relatively small areas and shall be incorporated into an overall landscaping plan.

2.02 TOPSOIL

A. Topsoil is the portion of the soil profile defined technically as the "A" horizon by the Soil Science Society of America. Contractor shall use loose, friable, topsoil that is free of stones 1 inch or greater in overall dimensions, admixture of subsoil, refuse, stumps, roots, brush, weeds, and other material that prevent the formation of a suitable seed bed. Before stripping the topsoil, inspect for existing vegetation. Do not use topsoil from sites having Johnson Grass, Canada Thistle, Quack Grass, Nodding Thistle, or excessive amounts of other noxious weeds, or their rhizomes. Acceptable topsoil composition is:

Clay	40% maximum	
Silt	70% maximum	
Sand	60% maximum	
Organic Material	2% minimum, 10% maxim	
_		

Organic Material 2% minimum, 10% maximum pH 6.0 minimum, 7.0 maximum

2.03 PERMANENT SEED

- A. The area to be seeded shall be protected from excess runoff as necessary with diversions, grassed waterways, terraces, or sediment ponds.
- B. Contractor shall use the following Permanent Seed Mix, unless the property owner landscaping agreement differs from this specification. All seed shall be of 90% purity and guaranteed for 90% germination.

The Permanent Seed Mix shall consist of the following mix spread at a rate of 12.5 pounds/1,000 square feet:

Common Name	%	lbs per 1,000 sq. ft.
Bluegrass	24%	3
Perennial ryegrass (turf)	16%	2
+ bluegrass	20%	2.5
Tall fescue (turf type)	32%	4
+ bluegrass	8%	1
TOTAL	100%	12.5

- C. Vegetative cover alone shall not be used to provide erosion control cover and prevent soil slippage on a soil that is not stable due to its structure, water movement, or excessive slope.
- D. Permanent seeding may be done at any time except December through February.



- E. Soil material shall be capable of supporting permanent vegetation and have at least 25 percent silt and clay to provide an adequate amount of moisture holding capacity. An excessive amount of sand will not consistently provide sufficient moisture for good growth regardless of other soil factors.
- F. Fertilizer shall be applied at a rate of 800 pounds per acre of 10-10-10 analysis or equivalent, unless soil test results indicate a different rate is appropriate. Lime shall be applied at a rate of 100 pounds per 1,000 square feet or two tons per acre of agricultural ground limestone, unless soil test results indicate differently.

2.04 SOD

- A. Sod shall be used for disturbed areas that require immediate vegetative cover, e.g., the area surrounding a drop inlet in a grassed waterway, the design flow perimeter of a grassed waterway that will convey flow before vegetation can be established, and the inlet of a culvert. Sod may be installed throughout the year. "Seed mats" and seed with geotextiles may be used in place of sod when done in accordance with manufacturers' recommendations.
- B. Contractor shall use tall fescue sod unless the property owner landscaping agreement differs from this specification.
- C. Sod shall not be used to provide erosion control and prevent soil slippage on a soil that is not stable due to its structure, water movement, or excessive slope.
- D. Sod should not be used on slopes steeper than 2H:1V. If it is to be mowed, installation should be on slopes no greater than 3H:1V.
- E. Soil material shall be capable of supporting permanent vegetation and shall consist of at least 25 percent silt and clay to provide an adequate amount of moisture holding capacity. An excessive amount of sand will not consistently provide sufficient moisture for the sod regardless of other soil factors.
- F. Fertilizer shall be applied at a rate of 1,000 pounds per acre of 10-10-10 analysis or equivalent, unless soil test results indicate a different rate is appropriate. Lime shall be applied at a rate of 100 pounds per 1,000 square feet or two tons per acre of agricultural ground limestone, unless soil test results indicate differently.
- G. The sod shall consist of strips of live, vigorously growing grasses. The sod shall be free of noxious and secondary noxious weeds and shall be obtained from good, solid, thick-growing stands. The sod shall be cut and transferred to the job in the largest continuous pieces that will hold together and are practical to handle.
- H. The sod shall be cut with smooth clean edges and square ends to facilitate laying and fitting. The sod shall be cut to a uniform thickness of not less than three-fourth inch measured from the crown of the plants to the bottom of the sod strips for all grasses except bluegrass. Bluegrass sod shall be cut to a uniform thickness of not less than one and one-half inches.



- I. The sod shall be moved to a height of not less than two inches and no more than four inches prior to cutting.
- J. The sod shall be kept moist and covered during hauling and preparation for placement on the sod bed. The sod shall be delivered and installed within 48 hours of being harvested.

2.05 NETS AND MATS

- A. Mulch netting, erosion control matting, or turf reinforcement matting (TRM) shall be used on sloping areas as directed by DWQ. Mats or nets and permanent seeding may be used as an alternate to sod for culvert entrances and grassed waterways. TRMs shall be used at the water line to control wave action in wet ponds. TRMs shall be used in accordance with manufacturer's recommendations. Erosion control matting may be used to stabilize channels and swales and on recently planted slopes to protect seedlings until they become established.
- B. Effective netting and matting shall require firm, continuous contact between the materials and the soil. If there is no contact, the material will not hold the soil and erosion will occur underneath the material.
- C. Nets and mats shall be suitable for their intended purpose.

2.06 SILT FENCE

- A. Silt fence shall be installed down-slope of areas to be disturbed prior to clearing and grading. Silt fence shall be situated such that the total area draining to the fence is not greater than one-fourth acre per 100 feet of fence. Silt fence shall be used for storm drain drop inlet protection and around soil stockpiles.
- B. Under no circumstances shall silt fences be constructed in streams or in swales or ditch lines or any area of concentrated flow where discharge rates are likely to exceed 1 cubic foot per second (cfs).
- C. Synthetic filter fabric shall be a pervious sheet of propylene, nylon, and polyester or ethylene yarn and shall be certified by the manufacturer or supplier as conforming to the following requirements:

PHYSICAL PROPERTY

Filtering Efficiency
Tensile Strength at 20%
Flow Rate

REQUIREMENTS

80% (minimum)
50 lbs./linear inch (minimum)
0.3 gal./ sq. ft/ min. (minimum)

D. Synthetic filter fabric shall contain ultraviolet ray inhibitors and stabilizers to provide a minimum of 6 months of expected usable construction life at a temperature range of 0°F to 120°F.



- E. Posts for synthetic fabric silt fences shall be either 2-inch by 2-inch wood or 1.33 pounds per linear foot steel with a minimum length of 5 feet. Steel posts shall have projections for fastening wire to them.
- F. Wire fence reinforcement for silt fences shall be a minimum of 36 inches in height, a minimum of 14 gauge and shall have a mesh spacing of no greater than 6 inches.

2.07 STORM DRAIN INLET PROTECTION

- A. Storm drain inlet protection may be utilized on drop inlets and curb inlets.
- B. Storm drain inlet protection shall only be used around drop inlets when the up-slope area draining to the inlet has no other or inadequate sediment control.
- C. The drainage area shall be no greater than 1 acre.
- D. The inlet protection device shall be constructed in a manner that will facilitate cleanout and disposal of trapped sediment and minimize interference with construction activities.
- E. Inlet protection devices shall be constructed in such a manner that any resultant ponding of stormwater will not cause flooding or excessive inconvenience or damage to adjacent areas, roadways, properties, or structures.
- F. Inlet protection devices are low flow filter devices, and as such shall be constructed in such a manner as to allow for higher flows to bypass into the storm drain system to prevent flooding of the roadway or downstream properties.

PART 3 - EXECUTION

3.01 GENERAL

- A. Erosion and sediment control practices shall be consistent with the requirements of the state and local regulatory agencies and in any case shall be adequate to prevent erosion of disturbed and/or regraded areas.
- B. Trees and bushes shall be replaced per direction from DWQ. Tree replacements shall be a 1 ½ 2-in caliper. Trees shall be balled with the root ball secured in burlap.

3.02 MULCH

A. Seed shall be applied prior to mulching except where seed is to be applied as part of a hydroseeder slurry containing mulch.



- B. Lime and fertilizer shall be incorporated and surface roughening accomplished as needed prior to mulching in accordance with applicable sections of this Specification.
- C. Mulch materials shall be spread uniformly by hand or mechanically so the soil surface is covered. During or immediately following application, the mulch shall be anchored or otherwise secured to the ground according to one of the following methods:
 - 1. Mechanical Use a disk, crimper, or similar type tool set straight to punch or anchor the mulch material into the soil.
 - 2. Mulch Tackifiers/Nettings/Emulsions Use according to the manufacturer's recommendations. This is a superior method in areas of water concentration to hold mulch in place.
 - 3. Wood Fiber Wood fiber hydroseeder slurries may be used to tack straw mulch. This combination treatment is well suited to steep slopes and critical areas, and severe climate conditions.
- D. Mulch shall be anchored using a mulch anchoring tool, a liquid binder/tackifier, or mulch nettings. Nets and mats shall be installed to obtain firm, continuous contact between the material and the soil. Without such contact, the material is useless and erosion occurs.
- E. A mulch anchoring tool is a tractor-drawn implement that is typically used for anchoring straw and is designed to punch mulch approximately two inches into the soil surface. Machinery shall be operated on the contour and shall not be used on slopes steeper than 3H:1V.
- F. When using liquid mulch binders and tackifiers, application shall be heaviest around edges of areas and at crests of ridges and banks to prevent wind blow. Remainder of area shall have binders/tackifiers spread uniformly in accordance with manufacturer's recommendations.
- G. When using a mulch net, it shall be used in conjunction with an organic mulch and shall be installed immediately after the application and spreading of the mulch. Mulch net shall be installed over the mulch except when the mulch manufacturer recommends otherwise.
- H. Excelsior blankets and mats with mulch are considered protective mulches and may be used alone on erodible soils and during all times of year. Erosion control mats shall be installed in accordance with manufacturer's recommendations.
- Mulched areas shall be inspected at least weekly and after each rainfall of one-half inch or more. When mulch material is found to be loosened or removed, the mulch cover shall be replaced within 48 hours.

3.03 PERMANENT SEED



- A. During site preparation, topsoil shall be stockpiled for use in establishing permanent vegetation.
- B. The site shall be graded as needed to permit the use of conventional equipment for seedbed preparation, seeding, mulch application, and anchoring.
- C. The needed erosion control practices, such as diversions, temporary waterways for diversion outlets, and sediment ponds, shall be installed prior to seeding.
- D. Prior to seeding, all stones larger than one and one-half inches in diameter, debris, roots, or other objectionable material shall be removed. Lime and fertilizer shall be worked into the soil with a disk harrow, springtooth harrow, or similar tools to a depth of four inches. On sloping areas, the final operation shall be on the contour.
- E. Where compacted soils occur, they shall be broken up sufficiently to create a favorable rooting depth of six to eight inches.
- F. The seed shall be applied uniformly with a cyclone seeder, drill, cultipacker, seeder, or hydroseeder (slurry may include seed and fertilizer) preferably on a firm, moist seedbed. Seed shall be sown no deeper than one-fourth inch to one-half inch.
- G. The seedbed shall be firmed following seeding operations with a cultipacker, roller, or light drag.
- H. On sloping land, seeding operations shall be on the contour wherever possible.
- I. Mulch shall be applied, in the amounts described in the mulch section of this Specification, to protect the soil and provide a better environment for plant growth.
- J. New seed shall have adequate water for growth, through either natural means or irrigation, until plants are firmly established.
- K. Seeded areas shall be inspected at least weekly after planting and after each rainfall of 0.5 inches or more. Areas requiring additional seed and mulch shall be repaired within 48 hours.
- L. If vegetative cover is not established (>70%) within 21 days, the area shall be reseeded. If 40 to 70 percent groundcover is established, seed and fertilize, using half of rates originally applied, and mulch. If less than 40 percent groundcover is established, follow original seedbed preparation methods, seeding and mulching specifications, and apply lime and fertilizer as needed according to soil tests.

3.04 SOD

A. The area to be sodded shall be protected from excess runoff, as necessary, with appropriate BMPs.



- B. Prior to sodding, the soil surface shall be cleared of all trash, debris, and stones larger than one and one-half inches in diameter, and of all roots, brush, wire, and other objects that would interfere with the placing of the sod.
- C. Compacted soils shall be broken up sufficiently to create a favorable rooting depth of six to eight inches.
- D. Lime and fertilizer shall be worked into the soil with a disk harrow, springtooth harrow, or other suitable field equipment to a depth of four inches.
- E. After the lime and fertilizer have been applied and just prior to the laying of the sod, the soil in the area to be sodded shall be loosened to a depth of one inch. The soil shall be thoroughly dampened immediately after the sod is laid if it is not already in a moist condition.
- F. No sod shall be placed when the temperature is below 32°F. No frozen sod shall be placed nor shall any sod be placed on frozen soil.
- G. When sod is placed during the periods of June 15 to September 1 or October 15 to March 1, it shall be covered immediately with a uniform layer of straw mulch approximately one-half inch thick or so the green sod is barely visible through the mulch.
- H. Sod shall be carefully placed and pressed together so it will be continuous without any voids between the pieces. Joints between the ends of strips shall be staggered.
- On gutter and channel sodding, the sod should be carefully placed on rows or strips at
 right angles to the centerline of the channel (i.e., at right angles to the direction of
 flow). The edge of the sod at the outer edges of all gutters shall be sufficiently deep
 so that surface water will flow over onto the top of the sod.
- J. On steep graded channels, each strip of sod shall be staked with at least two stakes not more than 18 inches apart.
- K. On slopes 3H:1V or steeper, or where drainage into a sod gutter or channel is one-half acre or larger, the sod shall be rolled or tamped and then chicken wire, jute, or other netting shall be pegged over the sod for protection in the critical areas. The netting and sod shall be staked with at least two stakes not more than 18 inches apart. The netting shall be stapled on the side of each stake within two inches of the top of the stake. The stake should then be driven flush with the top of the sod.
- L. When stakes are required, the stakes shall be wood and shall be approximately ½ inch by ¾ inch by 12 inches. They shall be driven flush with the top of the sod with the flat side against the slope and on an angle toward the slope.
- M. Sod shall be tamped or rolled after placing and then watered. Watering shall consist of a thorough soaking of the sod and of the sod bed to a depth of at least 4 inches. The sod should be maintained in a moist condition by watering for a period of 30 days.



- N. In the absence of adequate rainfall, watering shall be performed daily or as often as necessary during the first week to maintain moist soil to a depth of 4 inches. Watering shall be done during the heat of the day to prevent wilting. After the first week, sod shall be watered as necessary to maintain adequate moisture content.
- O. The first mowing of sod shall not be attempted until the sod is firmly rooted. No more than one-third of the grass leaf shall be removed by the initial and subsequent cuttings. Grass height shall be maintained between 2 inches and 3 inches.
- P. Where sod does not establish properly, the sod should be replaced immediately. Areas requiring resodding should be prepared in the same manner as the original installation.

3.05 NETS AND MATS

A. Nets and mats shall be installed according to the manufacturer's recommendations. In the event that the manufacturer's recommendations conflict with any requirement of this Specification, the most conservative requirement, in terms of protection of public health and the environment, shall govern.

3.06 SILT FENCE

- A. Posts shall be spaced a maximum of 10 feet apart at the barrier location and driven securely into the ground (minimum of 12 inches). When necessary because of rapid runoff, post spacing shall not exceed 6 feet.
- B. A trench shall be excavated at least 6 inches wide and 6 inches deep along the line of posts and upslope from the barrier.
- C. A wire mesh support fence shall be fastened securely to the upslope side of the posts using heavy-duty wire staples at least 1 inch long, tie wires or hog rings. The wire shall extend into the trench a minimum of 2 inches and shall not extend more than 36 inches above the original ground surface.
- D. The filter fabric shall be stapled or wired to the fence, and 12 inches of the fabric shall be extended into the trench. The fabric shall not extend more than 30 inches above the original ground surface. Filter fabric shall not be stapled to existing trees.
- E. At joints, filter fabric shall be lapped with terminating posts with a minimum overlap of 3 feet.
- F. The trench shall be backfilled and soil compacted over the filter fabric.
- G. Silt fences shall be removed when they have served their useful purpose, but not before the upslope area has been permanently stabilized.



- H. Silt fences and filter barriers shall be inspected immediately after each rainfall and at least daily during prolonged rainfall. Any required repairs shall be made immediately. Knocked down fences shall be repaired at the end of each day.
- I. Should the fabric on a silt fence or filter barrier decompose or become ineffective prior to the end of the expected usable life and if the barrier is still necessary, the fabric shall be replaced promptly.
- J. Sediment deposits shall be removed after each storm event or when deposits reach approximately one-third the height of the barrier.
- K. Any sediment deposits remaining in place after the silt fence or filter barrier is no longer required shall be dressed to conform to the existing grade, prepared, and seeded.
- L. Silt fences shall be replaced every 6 months.

3.07 STORM DRAIN INLET PROTECTION

- A. For silt fence drop inlet protection, the following specifications apply:
 - 1. For stakes, Contractor shall use 2 x 4-inch wood (preferred) or equivalent metal with a minimum length of 3 feet.
 - 2. Stakes shall be evenly spaced around the perimeter of the inlet a maximum of 3 feet apart and securely driven into the ground, approximately 18 inches deep.
 - 3. To provide needed stability to the installation, Contractor shall frame with 2 x 4-inch wood strips around the crest of the overflow area at a maximum of 1.5 feet above the drop inlet crest and shall brace diagonally.
 - 4. Contractor shall place the bottom 12 inches of the fabric in a trench and backfill the trench with at least 4 inches of crushed stone or 12 inches of compacted soil.
 - 5. Contractor shall fasten fabric securely to the stakes and frame. Joints shall be overlapped to the next stake.
- B. For sod drop inlet protection, sod shall be placed to form a turf mat covering the soil for a distance of 4 feet from each side of the inlet structure. Soil preparation and sod placement shall be in accordance with the section entitled Sod.
- C. For gravel curb inlet protection, the following specifications apply:
 - 1. Wire mesh with ½-inch openings shall be placed over the curb inlet opening so that at least 12 inches of wire extends across the concrete gutter from the inlet opening.
 - 2. KYTC No. 2 Coarse Aggregate shall be piled against the wire so as to anchor it

- against the gutter and inlet cover and to cover the inlet opening completely.
- 3. This type of device must never be used where overflow may endanger an exposed fill slope. Consideration shall also be given to the possible effects of ponding on traffic movement, nearby structures, working areas, and adjacent property.
- D. For block and gravel curb inlet protection, the following specifications apply:
 - 1. Two concrete blocks shall be placed on their sides abutting the curb at either side of the inlet opening to act as spacer blocks.
 - A 2-inch by 4-inch stud shall be cut and placed through the outer holes of each spacer block to help keep the front blocks in place.
 - 3. Concrete blocks shall be placed on their sides across the front of the inlet and abutting the spacer blocks.
 - 4. Wire mesh shall be placed over the outside of the concrete blocks to prevent stone from being washed through the holes in the blocks. Wire with ½-inch openings shall be used
 - 5. KYTC No. 2 Coarse Aggregate shall be piled against the wire to the top of the barrier.
- E. For stone-filled corrugated pipe curb inlet protection, the following specifications apply:
 - 1. Two concrete "L" blocks shall be placed on their sides, with one leg fitting into the mouth of the curb opening.
 - 2. A 6-inch corrugated pipe shall be filled with stone and covered with a filter sock.
 - 3. The stone-filled pipe will be placed in front of the two concrete "L" blocks, and extend a minimum of the width of the curb inlet opening on either side. The total length of the stone filled pipe shall be three times the width of the curb inlet opening.
- F. The structure shall be inspected after each rain, and repairs made as needed.
- G. Sediment shall be removed and the device restored to its original dimensions when the sediment has accumulated to one-third the design depth of the filter. Removed sediment shall be deposited in a suitable area and in such a manner that it will not erode.
- H. If a stone filter becomes clogged with sediment so that it no longer adequately performs its function, the stone must be pulled away from the blocks, cleaned, and replaced.
- I. Structures shall be removed after the drainage area has been properly stabilized.





STORMWATER **MANUAL**

FIGURE 11-5 STAPLE PATTERN FOR STRAW OR EXCELSION MATS

(EFFECTIVE DATE 1/13/2011)

SLOPES UP TO 1.5H:1V

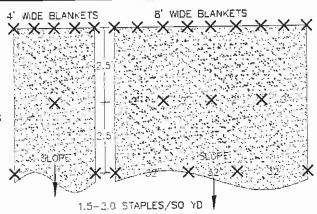
- . INSTALL BLANKET VERTICALLY
- OR HORIZONTALLY USE 12" STAPLE SPACING ON STARTER ROW.

COHESIVE SOILS:

. NO OVERLAP REQUIRED ON SIDE SEAMS USE 6" STAPLE LENGTH

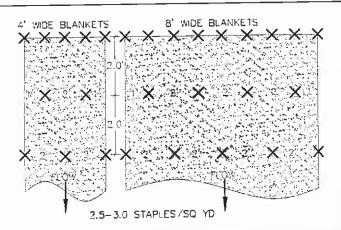
NON-COHESIVE SOILS:

- . USE 6" SIDE SEAM OVERLAP . USE 8" STAPLE LENGTH . USE 6" ANCHOR TRENCH AT TOP OF SLOPE



CHANNELS IN COHESIVE SOILS

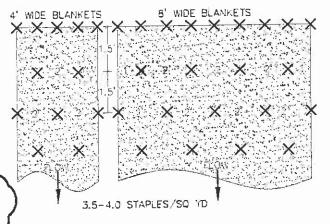
- . USE 6" SIDE SEAM OVERLAP USE 6" STAPLE LENGTH USE 6" TRANSVERSE ANCHOR TRENCH AT 100-FT INTERVALS
- USE 12" STAPLE SPACING ON STARTER ROW.
- UPSTREAM BLANKET SHOULD
- OVERLAP DOWNSTREAM BLANKET A DISTANCE OF 12" IN A "SHINGLE" FASHION AND BURY THE FINISHED TOE AT LEAST 6".



CHANNELS IN NON-COHESIVE SOILS

- . USE 6" SIDE SEAM OVERLAP . USE 8" STAPLE LENGTH . USE 6" TRANSVERSE ANCHOR
- TRENCH AT 50-FT, INTERVALS
- USE 12" STAPLE SPACING
- ON STARTER ROW.
- UPSTREAM BLANKET SHOULD OVERLAP DOWNSTREAM BLANKET A DISTANCE OF 12" IN A "SHINGLE" FASHION AND BURY THE FINISHED TOE AT LEAST 6"

NOTE: IF A SIMILAR DETAIL IS PROVIDED IN THE CONSTRUCTION DRAWINGS, THE CONSTRUCTION DRAWINGS DETAIL SHALL SUPERCEDE THIS DRAWING.



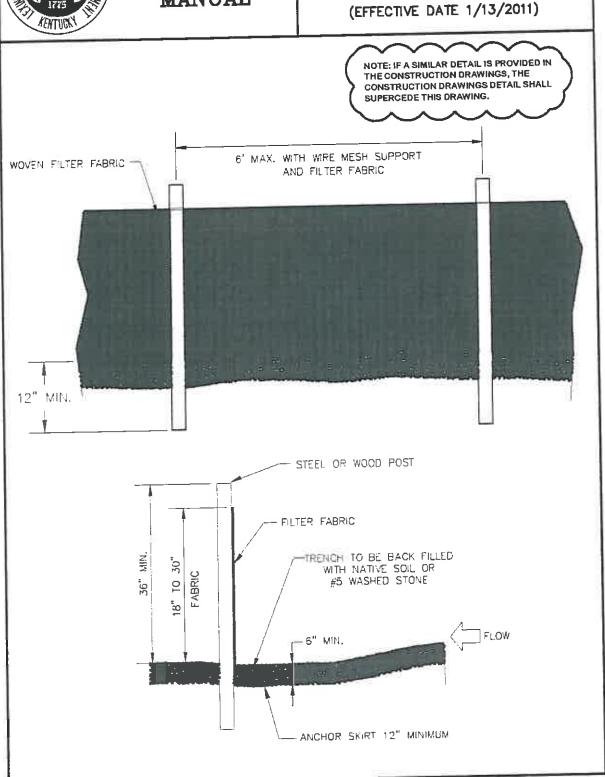




STORMWATER MANUAL

FIGURE 11-21

TEMPORARY SILT FENCE





STORMWATER MANUAL

FIGURE 11-22

TEMPORARY SILT FENCE GENERAL NOTES

(EFFECTIVE DATE 1/13/2011)

GENERAL NOTES

- 1. FILTER FABRIC SHALL BE PURCHASED IN A CONTINUOUS ROLL AND OUT TO THE LENGTH OF THE BARRIER. WHEN JOINTS CANNOT BE AVOIDED, FILTER FABRIC SHALL BE SPLICED TOGETHER ONLY AT A POST WITH 3 FOOT MIN. OVERLAP, AND SECURELY SEALED.
- 2. POSTS SHALL BE SPACED AT 6 FOOT INTERVALS IN AREAS OF RAPID RUNOFF.
- 3. POSTS SHALL BE AT LEAST 5 FEET IN LENGTH.
- 4. STEEL POSTS SHALL HAVE PROJECTIONS FOR FASTENING WIRE AND FABRIC.
- 5. WOOD POSTS SHALL BE 2 INCHES BY 2 INCHES OR EQUIVALENT. STEEL POSTS SHALL BE 1-33 LBS PER LINEAR FOOT.
- 6. A WIRE MESH SUPPORT FENCE SHALL BE FASTENED SECURELY TO THE UPSLOPE SIDE OF THE POSTS USING HEAVY DUTY WIRE STAPLES AT LEAST 1 INCH IN LENGTH, WIRE TIES OR HOG RINGS. THE WIRE SHALL EXTEND INTO THE TRENCH A MINIMUM OF 2 INCHES AND SHALL NOT EXTEND MORE THAN 36 INCHES ABOVE THE ORIGINAL GROUND SURFACE.
- 7 WASHED STONE SHALL BE USED TO BURY SKIRT WHEN SILT FENCE IS USED ADJACENT TO A CHANNEL, CREEK, OR POND.
- 8. TURN SILT FENCE UP SLOPE AT ENDS.

NOTE: IF A SIMILAR DETAIL IS PROVIDED IN THE CONSTRUCTION DRAWINGS, THE CONSTRUCTION DRAWINGS DETAIL SHALL SUPERCEDE THIS DRAWING.



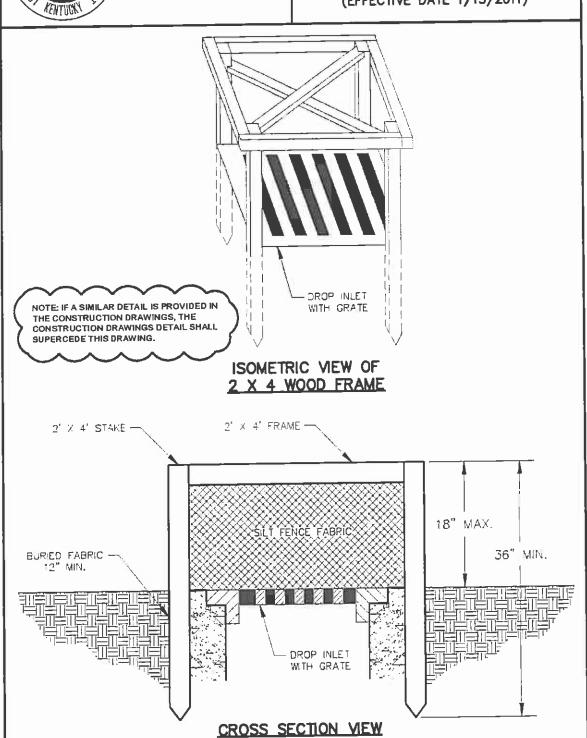


STORMWATER MANUAL

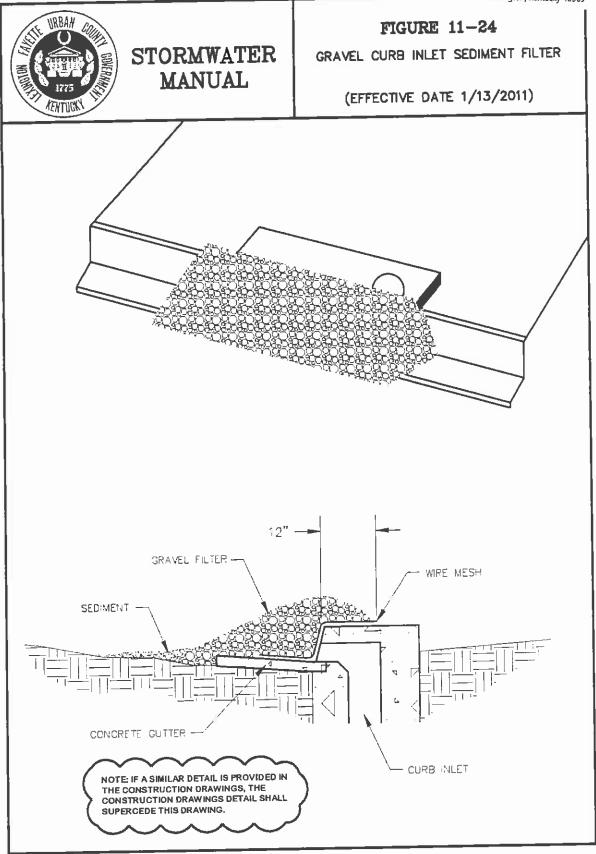
FIGURE 11-23

DROP INLET PROTECTION USING SILT FENCE

(EFFECTIVE DATE 1/13/2011)









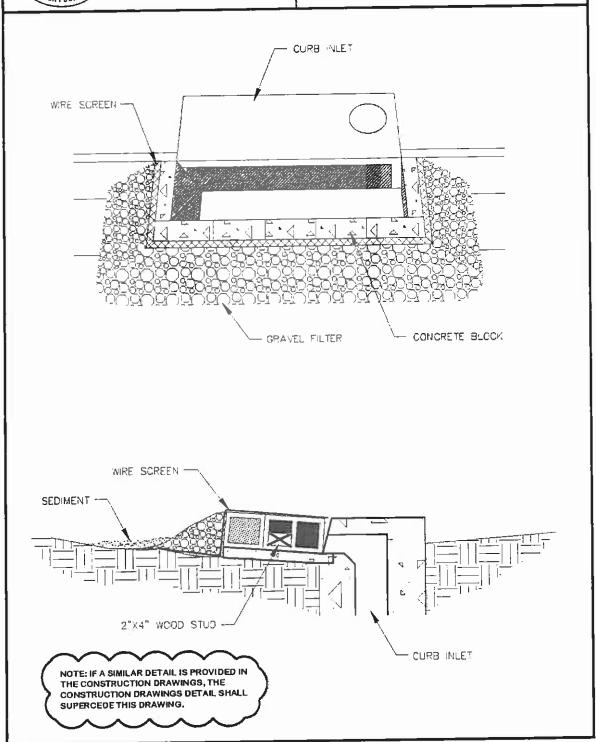


STORMWATER MANUAL

FIGURE 11-25

BLOCK AND GRAVEL CURB INLET SEDIMENT FILTER

(EFFECTIVE DATE 1/13/2011)





END OF SECTION



PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

- A. Disturbed areas requiring paved site restoration work will be designated by LFUCG. The asphalt concrete paving replacement work includes the construction of an aggregate base course, and an asphalt binder and wearing courses to match existing courses and as specified herein.
- B. All traffic signs must be appropriately placed per Kentucky Department of Transportation (KDOT) Manual on Uniform Traffic Control Devices (MUTCD) for Streets and Highways. Traffic sign placement shall comply with appropriate LFUCG Standards.
- C. The means and methods described in this specification shall be applicable for LFUCG owned streets and roads, or private property parking lots and driveways as noted herein. Repair methods for state maintained streets and roads shall be governed by Kentucky Transportation Cabinet (KTC) permit requirements, and KTC's Standard Specifications for Road and Bridge Construction.
- D. Contractor shall return all LFUCG owned steel plates used to cover trench excavation to LFUCG.

PART 2 - PRODUCTS

2.01 SUBGRADE

- A. The subgrade shall be free from ruts, large stones, and excessive dust. The subgrade shall be subjected to a subgrade proof-roll test so that soft, wet, or pumping areas may be identified. Any excessive deflections such as rutting or pumping shall be stabilized as directed by LFUCG.
- B. Typical treatments of soft or wet areas of the pavement subgrade include removal and replacement (undercutting), "working-in" No. 2 stone, or installation of a geogrid/geotextile system and crushed stone. The extent and performance requirements of such improvements shall be as directed by LFUCG. Other means to stabilize the subgrade such as lime stabilization or cement modification as described in KTC Section 304, may be necessary.
- C. The pavement subgrade shall be compacted to a uniform density throughout. If the density of the subgrade has been diminished by exposure or weather, after having been previously compacted, it shall be recompacted.

2.02 GRANULAR BASE COURSE

- A. The granular base course shall consist of compacted dense-graded aggregate (DGA) meeting the requirements set forth in KTC's Standard Specifications for Road and Bridge Construction. If deemed necessary by LFUCG, the Contractor shall submit the results of physical tests performed on the material to verify that it meets the requirements referenced above.
- B. The DGA shall be compacted using a smooth drum vibratory roller or vibratory plate. A



- proof roll of DGA placement may be required if deemed necessary by LFUCG. The DGA shall be stable with no rutting or pumping. Proof roll shall be conducted using a fully loaded single axle dump truck or vehicle of equivalent weight.
- C. Before arriving at the site, the DGA shall be adequately mixed with water in a pugmill. During transportation and storage on site, the DGA shall be covered to prevent loss of moisture.

2.03 ASPHALT BASE AND SURFACE COURSES

- A. The materials and methods for construction for the asphalt base course and surface course shall meet the requirement of Kentucky Transportation Cabinet's (KTC) Standard Specifications for Road and Bridge Construction. If deemed necessary by LFUCG, the Contractor shall submit test results of the aggregate gradation and asphalt content.
- B. The surface of each course shall be checked with templates, straightedges, and/or string lines for uniformity. All irregularities exceeding the allowable tolerances must be repaired as required by LFUCG.
- C. The gross weight of the compaction roller or compaction plate shall not exceed two tons.

2.04 TACK COAT

A. The tack coat shall be type SS-1h. Before applying the tack coat the area to receive pavement shall be cleaned. The tack coat shall be applied well in advance of the paving operation to allow all water to evaporate before the surface course is placed. Work shall be planned so that no more tack coat than is necessary for the day's operation is placed on the surface.

2.05 JOINT SEALANT

A. Cut joints shall be rid of excess asphalt, cleaned, dried, and sealed using a hot poured rubberized asphalt material, Flex-fill (trade name) or equivalent. Sand shall be uniformly applied over the joint to minimize tracking of the joint material.

PART 3 - EXECUTION

3.01 BITUMINOUS CONCRETE - TRENCH CONSTRUCTION STREET

- A. Area to be repaired shall be saw cut a minimum of twelve (12) inches beyond the trench excavation on all sides. Existing bituminous materials, gravel, soil, or other material shall be removed to a minimum depth of 15 ½ inches.
- B. Pavement restoration, unless otherwise specified, shall include:
 - 1. Granular base (DGA) two 4-inch compacted lifts
 - 2. Bituminous base two 3-inch compacted lifts
 - 3. Bituminous surface one 1 1/2-inch compacted lift

3.02 BITUMINOUS CONCRETE - FULL WIDTH PAVING, STREET

A. Trenched area to be repaired shall be saw cut a minimum of twelve (12) inches beyond the trench excavation on all sides. Existing bituminous materials, gravel, soil, or other



material shall be removed to a minimum depth of 14 inches.

- B. Pavement restoration, unless otherwise specified, shall include:
 - 1. Granular base (DGA) two 4-inch compacted lifts
 - 2. Bituminous base two 3-inch compacted lifts
 - 3. Bituminous surface one 1 1/2-inch compacted lift
- C. The area beyond the trench limits shall be milled to grade so as to achieve a final bituminous surface course of 1 ½ inches.
- D. Milled surfaces shall be primed with a tack coat at a rate of 0.1 gallons per square yard immediately prior to placement of the final asphalt surface.
- E. All manholes (sanitary and storm) shall be raised to grade prior to paving.

3.03 BITUMINOUS CONCRETE PAVING – PRIVATE PROPERTY PARKING LOTS OR DRIVEWAYS

- A. Area to be repaired shall be saw cut a minimum of twelve (12) inches beyond the trench excavation on all sides. Existing bituminous materials, gravel, soil, or other material shall be removed to a minimum depth of 14 inches.
- B. Pavement restoration, unless otherwise specified, shall include:
 - 1. Granular base (DGA) two 3-inch compacted lifts
 - 2. Bituminous base one 2-inch compacted lift
 - 3. Bituminous surface one 1 1/2-inch compacted lift (full width)
- C. The area beyond the trench limits shall be milled to grade so as to achieve a final bituminous surface course of 1 ½ inches.
- D. Milled surfaces shall be primed with a tack coat at a rate of 0.1 gallons per square yard immediately prior to placement of the final asphalt surface.

3.04 PORTLANT CEMENT CONCRETE PAVING – PRIVATE PROPERTY PARKING LOTS, DRIVEWAYS, AND DRIVEWAY APRONS

- A. Area to be repaired shall be saw cut a minimum of twelve (12) inches beyond the trench excavation on all sides. Existing materials, gravel, soil, or other material shall be removed to a minimum depth of 8 inches.
- B. Pavement restoration, unless otherwise specified, shall include:
 - 1. Granular base (DGA) one 2-inch compacted lift
 - 2. Portland cement concrete surface 6-inch
- C. Premolded expansion joint shall be placed between all existing and new concrete surfaces.
- D. Scored contraction joints shall be as directed by LFUCG.

3.05 BITUMINOUS CONCRETE – FULL WIDTH MILLING/FULL WIDTH PAVING

- A. Area to be repaired shall be milled to an average depth of 1 ½ inches, all millings shall be removed immediately. Care must be taken to avoid any concrete surfaces. Millings shall be disposed of by the Contractor.
- B. All surfaces to be overlaid shall be swept prior to priming and placement of the final asphalt surface. Sweeping shall pickup debris and not merely move it outside the paved surface.



- C. The swept area shall be primed with a tack coat at a rate of 0.1 gallons per square yard immediately prior to placement of the final asphalt surface.
- D. Pavement restoration, unless otherwise specified, shall include:
 - 1. Bituminous surface one 1 1/2-inch compacted lift
- E. All manholes (sanitary and storm) and water valves (potable and non-potable) shall be raised to grade prior to resurfacing.

3.06 GUARANTY PERIOD

A. Contractor shall remedy any defects in work and pay for damage resulting from defective work for a period of one year after the date of final payment by LFUCG for any given task order authorized by LFUCG.

END OF SECTION



PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

A. Disturbed areas requiring sidewalk restoration work will be designated by LFUCG. Contractor shall furnish all labor, materials, equipment and services required for constructing concrete sidewalks.

PART 2 - PRODUCTS

2.01 GENERAL

A. Sidewalks shall be in accordance with LFUCG Standard Drawings.

2.02 CRUSHED STONE

A. Stone for sidewalk base shall be dense grade aggregate (DGA).

2.03 CONCRETE

A. Concrete for sidewalks shall be Class A concrete.

2.04 PREMOLDED EXPANSION JOINT FILLER

A. Premolded expansion joint filler shall be closed cell polyethylene foam type, Sonneborn Sonoflex F, Williams Products Expand-O-Foam, or equal. Seal joint with one-part self-leveling polyurethane sealant, Sonneborn Sonolastic SL 1, or equal, maximum 3/8 inches deep. Prepare and prime joints per manufacturer's instructions.

2.05 CURING COMPOUND

A. A white pigmented curing compound is required on all sidewalks per LFUCG Standard Drawings.

PART 3 - EXECUTION

3.01 BASE

A. Following finished grading, a base course of DGA shall be placed to a compacted thickness of four (4) inches. Immediately prior to placing concrete, DGA base shall be thoroughly wetted.

3.02 SURFACE



A. Concrete shall be in thickness shown on LFUCG Standard Drawings, struck off and worked with a float until mortar appears on the top. After surface has been thoroughly floated, it shall be brushed to leave markings of a uniform type, providing non-slip finish. No dusting or plastering will be allowed. Water shall not be added to the surface of the concrete at any time during the finishing procedure.

3.03 FINISHING

A. All joints and edges shall be finished with an edging tool. Dummy joints shall be formed about five (5) feet apart to form rectangular blocks. Expansion joints of 1/2 inch premolded expansion joint material shall be provided at the intersection of all vertical surfaces with the sidewalks slabs and at approximately 32 foot intervals along the walks.

END OF SECTION



PART 1 - GENERAL

1.01 THE REQUIREMENT

- A. Disturbed areas requiring concrete sidewalk, driveway, pavement, or curb and gutter restoration work will be designated by LFUCG. Contractor shall provide all labor, equipment, materials and services necessary for the manufacture, transportation and placement of all concrete restoration work.
- B. Concrete sidewalk, driveway, pavement, or curb and gutter restoration work shall match existing constructed appurtenances.
- B. Concrete shall be in accordance with the latest edition of Standard Specifications for Road and Bridge Construction issued by the Kentucky Transportation Cabinet.

1.02 REFERENCE SPECIFICATIONS, CODES AND STANDARDS

- A. Work shall conform to or exceed the applicable requirements of the following documents. All referenced specifications, codes, and standards refer to the most current issue available at the time of Bid.
 - 1. Kentucky Dept. of Transportation Standard Specifications for Road and Bridge Construction, Latest Edition.
 - 2. ACI 304 Guide for Measuring, Mixing, Transporting, and Placing Concrete
 - ACI 305 Hot Weather Concreting
 - 4. ACI 306 Cold Weather Concreting
 - 5. ASTM C94 Standard Specification for Ready-Mixed Concrete

PART 2 - PRODUCTS

2.01 CONCRETE

- A. Sidewalks, entrance pavements, concrete pavement subbase for asphaltic surface course, concrete pavement, and curb and gutter shall be Class A.
- B. Concrete shall be as specified in the following table excerpted from <u>Standard Specifications for Road and Bridge Construction</u>, <u>Edition of 2012</u>, <u>Kentucky Transportation Cabinet</u>:



 6 ± 2

 6 ± 2

 6 ± 2

 6 ± 2

 $6 \pm 2^{(11)}$

CONCRETE PROPORTIONIZING AND REQUIREMENTS KYDOT 601.03.03 INGREDIENT PROPORTIONS AND REQUIREMENTS FOR VARIOUS CLASSES OF CONCRETE Slump⁽⁴⁾ Air 28-Day Minimum **Approximate** Maximum Class of Content Cement Compressive Percent Fine to Free Concrete Strength(1) Factor **Total** Water by W/C Ratio Aggregate (lb/yd^3) (%) (inches) (lb/lb) (psi) Stone Gravel $2-4^{(7)}$ 6 ± 2 3,500 564 A⁽⁵⁾ 0.49 40 36 6 ± 2 3,500 4-7 658 36 40 0.47A Mod $2-4^{(12)}$ $6 \pm 2^{(11)}$ 620 $AA^{(2)}$ 4,000 0.42 40 36 $6 \pm 2^{(11)}$ 5,500 3-7 686 $AAA^{(8)}$ 0.40 40 36 6 ± 2 2,500 3-5 451 0.66 40 44 В

4,000

5,000

 $4,000^{(9)}$

 $4.000^{(9)}$

3,500

3-5(6)

 $3-5^{(6)}$

7 max.

7 max.

(13)

639

733

800

705

564(10)

- (1) The Department may direct non-payment, additional construction, or removal and replacement for concrete which test cylinders indicate low compressive strength and follow-up investigations indicate inadequate strength. The Department may require some classes to attain the required compressive strength in less than 28 hours.
- (2) When the ambient air temperature while placing slab concrete is 71°F or more, add to the concrete a water-reducing and retarding admixture. The Engineer may require or allow, water-reducing and retarding admixture in slab concrete for ambient air temperatures of less than 71°F. Only use one type of admixture for concrete placed during any individual contiguous pour.
- (3) The Department will require a compressive strength of 5,000 psi or greater when specified in the Contract, at or before 28 days of prestressed members.
- (4) The Engineer will allow slumps less than the minimum provided concrete is workable.
- (5) The Department will allow the use of JPC pavement mixture for non-structural construction.
- (6) At the option of the prestressed product fabricator, the Department will allow the slump of Class D or Class D Modified concrete to be increased to a maximum of 8 inches for all items, except products with voids. For products with voids, the slump may be increased to 7 inches. Provide a high range water reducer (Type F or G) in an amount not to exceed the following water/cement ratios:

Summer mix designs – 0.39 Spring and Fall mix designs – 0.37 Winter mix designs – 0.34

39

39

40

40

38

35

35

36

36

35

0.44

0.42

0.33

0.38

0.49

- (7) The precast fabricator may increase the slump of Class A concrete to a maximum of 7 inches provided the fabricator uses a high range water reducer (Type F or G) and maximum water/cement ratio of 0.46.
- (8) Use a high range water reducer (Type F or G).

 $D^{(3)}$

D Mod⁽³⁾

 $M1^{(8)}$

w/Type I Cement M2⁽⁸⁾

w/Type III Cement

 $P^{(5)}$



- (9) The Department will require 3,000 psi compressive strength before opening to traffic and 4,000 psi at 28 days.
- (10) 611 lb/yd3 when using coarse aggregate sizes No. 8, 78, or 9-M.
- (11) $7 \pm 2\%$ when using coarse aggregate sizes No. 8, 78 or 9-M.
- (12) The Department may allow the slump of AA concrete to be increased up to a 6 inch maximum, provided the W/C ratio does not exceed 0.40 and a high range water reducer (Type F or G) is used. Trial Batches will be required if producer has not previously supplied.
- (13) The Department does not have slump requirements for Class P concrete mixes except for the edge slump requirements of Section 501.03.19.

2.02 FLOWABLE FILL

- A. Flowable fill shall conform to Section 601 of the Standard Specifications for Road and Bridge Construction, Edition of 2012.
- B. Flowable fill shall consist of a mixture of cement, sand, fly ash, and water. The loss on ignition for Class F fly ash shall not exceed 12 percent. Mix proportions for flowable fill shall be as follows:

Flowable Fill for Pipe Backfill. Proportion as follows, per cubic yard batch:

Cement 30 pounds
Fly Ash, Class F 300 pounds
Natural Sand (S.S.D.) 3,000 pounds
Water (Maximum) 550 pounds

- C. Flowable fill shall obtain an average compressive strength of 50 to 100 psi at 28 days for application as pipe backfill. For applications requiring early opening to traffic or placement of pavement as soon as possible, the mixture shall conform to the following general guidelines:
 - 1. Mixture bleeds freely within 10 minutes
 - 2. Mixture supports a 150-pound person within three hours.

PART 3 - EXECUTION

3.01 PRODUCTION OF CONCRETE

A. All concrete shall be machine mixed. Hand mixing of concrete will not be permitted. The Contractor shall supply concrete from a ready mix plant. In selecting the source for concrete production the Contractor shall carefully consider its capability for providing quality concrete at a rate commensurate with the requirements of the placements so that well bonded, homogenous concrete, free of cold joints, is assured. Ready mixed concrete shall be in accordance with ASTM C94.



3.02 CONCRETE PLACEMENT

A. Concrete placement shall conform to the recommendations of ACI 304.

3.03 CONCRETE WORK IN COLD WEATHER

- A. Cold weather concreting procedures shall conform to the requirements of ACI 306.
- B. LFUCG may prohibit the placing of concrete at any time when air temperature is 40°F. or lower. If concrete work is permitted, the concrete shall have a minimum temperature, as placed, of 55°F. for placements less than 12" thick, 50°F. for placements 12" to 36" thick, and 45°F. for placements greater than 36" thick. The temperature of the concrete as placed shall not exceed the aforementioned minimum values by more than 20°F, unless otherwise approved by LFUCG.
- C. The addition of admixtures to the concrete to prevent freezing is not permitted. All reinforcement, forms, and concrete accessories with which the concrete is to come in contact shall be defrosted by an approved method. No concrete shall be placed on frozen ground.

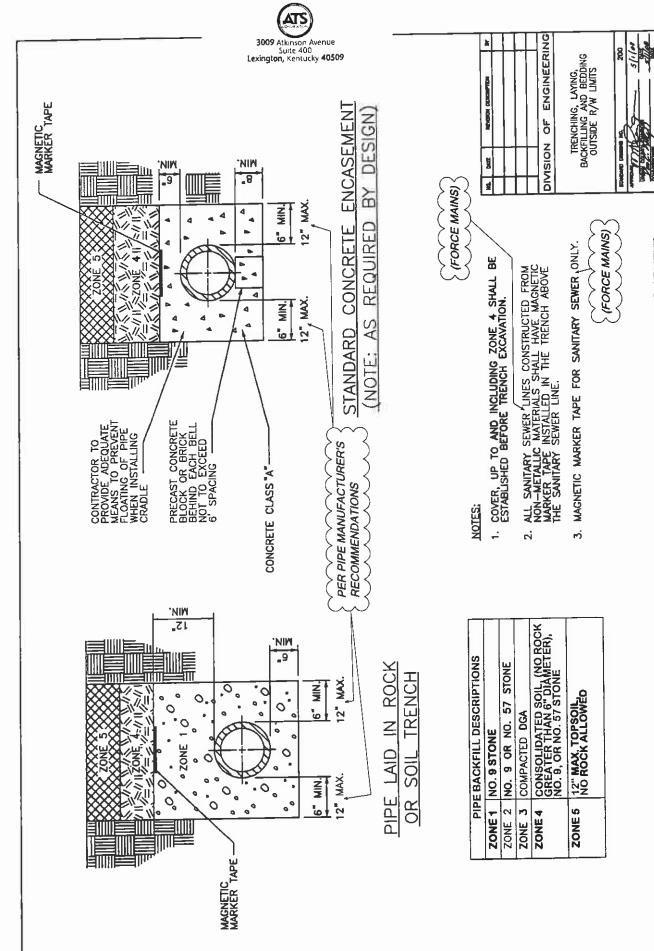
3.04 CONCRETE WORK IN HOT WEATHER

- A. Hot weather concreting procedures shall conform to the requirements of ACI 305.
- B. When air temperatures exceed 85°F, or when extremely dry conditions exist even at lower temperatures, particularly if accompanied by high winds, the Contractor and his concrete supplier shall exercise special and precautionary measures in preparing, delivering, placing, finishing, curing and protecting the concrete mix. The Contractor shall consult with the LFUCG regarding such measures prior to each day's placing operation and LFUCG reserves the right to modify the proposed measures consistent with the requirements of this Section of the Specifications. All necessary materials and equipment shall be on hand and in position prior to each placing operation.
- C. Preparatory work at the job site shall include thorough wetting of all forms, reinforcing steel and, in the case of slab pours on ground or subgrade, spraying the ground surface on the preceding evening and again just prior to placing. No standing puddles of water shall be permitted in those areas which are to receive the concrete.
- D. The temperature of the concrete mix when placed shall not exceed 90°F.
- E. Delivery schedules shall be carefully planned in advance so that concrete is placed as soon as practical after it is properly mixed. For hot weather concrete work (air temperature greater than 85°F), discharge of the concrete to its point of deposit shall be completed within 60 minutes from the time the concrete is batched.
- F. The Contractor shall arrange for an ample work force to be on hand to accomplish transporting, vibrating, finishing, and covering of the fresh concrete as rapidly as possible.

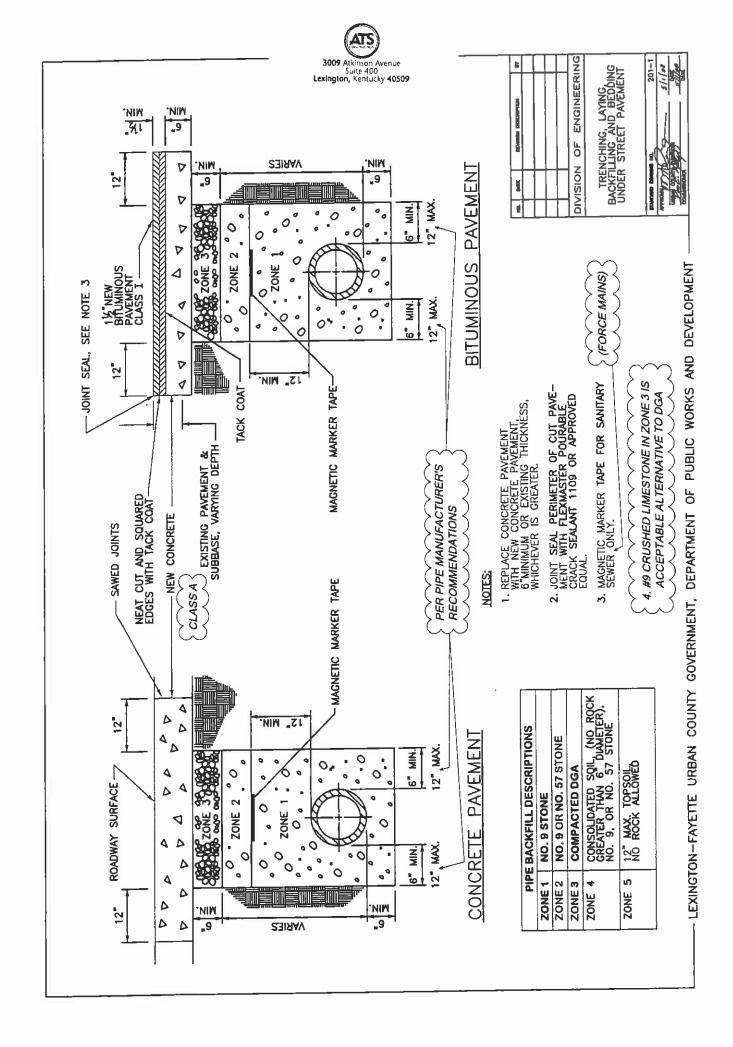
3.06 CARE AND REPAIR OF CONCRETE

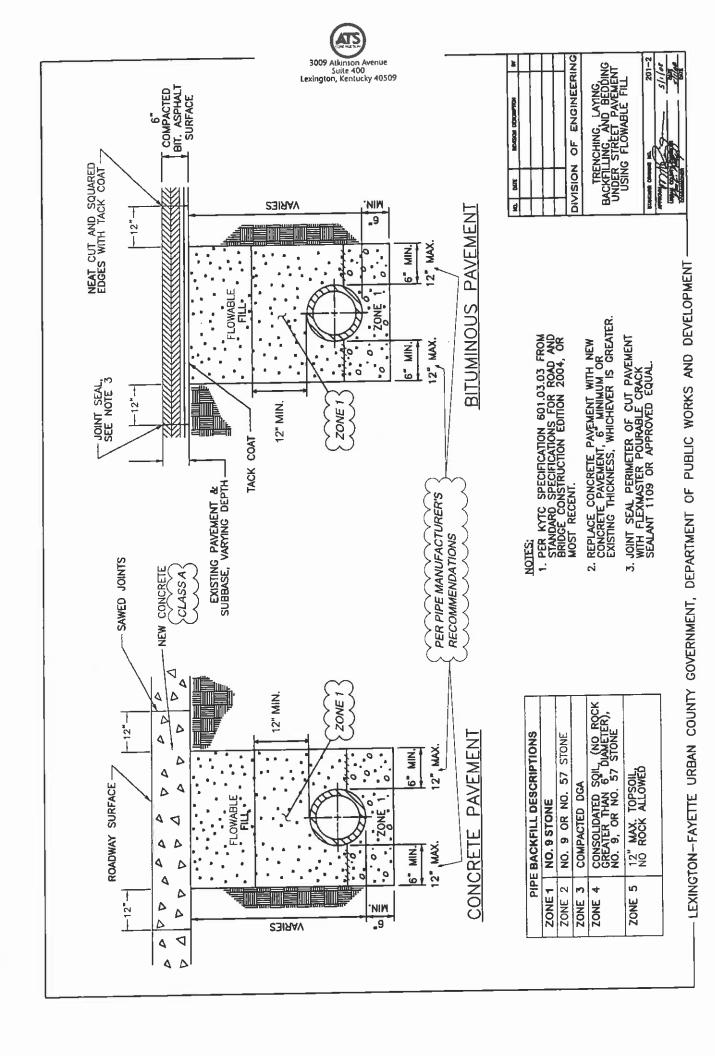
- A. The Contractor shall protect all concrete against injury or damage from excessive heat, lack of moisture, overstress, or any other cause until final acceptance by LFUCG. Particular care shall be taken to prevent the drying of concrete and to avoid roughening or otherwise damaging the surface. Care shall be exercised to avoid jarring forms or placing any strain on the ends of projecting reinforcing bars. Any concrete found to be damaged, or which may have been originally defective, or which becomes defective at any time prior to the final acceptance of the completed work shall be satisfactorily repaired or removed and replaced with acceptable concrete at no additional cost to LFUCG.
- B. Areas of honeycomb shall be chipped back to sound concrete and repaired as directed by LFUCG.
- C. Concrete formwork blowouts or unacceptable deviations in tolerances for formed surfaces due to improperly constructed or misaligned formwork shall be repaired as directed by LFUCG. Bulging or protruding areas, which result from slipping or deflecting forms shall be ground flush or chipped out and redressed as directed by LFUCG.
- D. Areas of concrete in which cracking, spalling, or other signs of deterioration develop prior to final acceptance shall be removed and replaced, or repaired as directed by LFUCG. This stipulation includes concrete that has experienced cracking due to drying or thermal shrinkage of the concrete. Structural cracks shall be repaired using an epoxy injection system approved by LFUCG. Non-structural cracks shall be repaired using a hydrophilic resin pressure injected grout system approved by LFUCG, unless other means of repair are deemed necessary and approved by LFUCG. Extensive repair or replacement will be considered for concrete placed having compressive strengths greater than maximum strength specified. All repair work shall be performed at no additional cost to LFUCG.

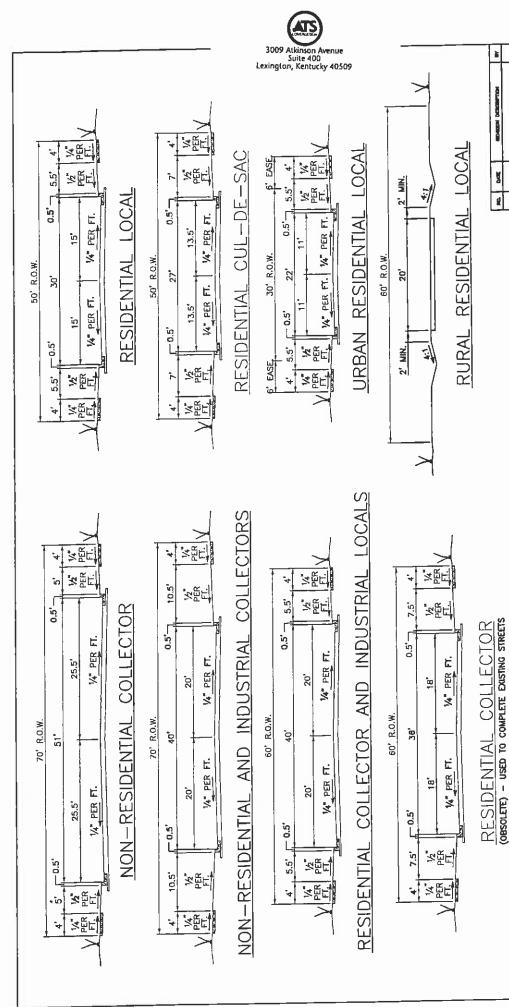
END OF SECTION



LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, DEPARTMENT OF PUBLIC WORKS AND DEVELOPMENT







DIVISION OF ENGINEERING

TYPICAL STREET

SECTIONS

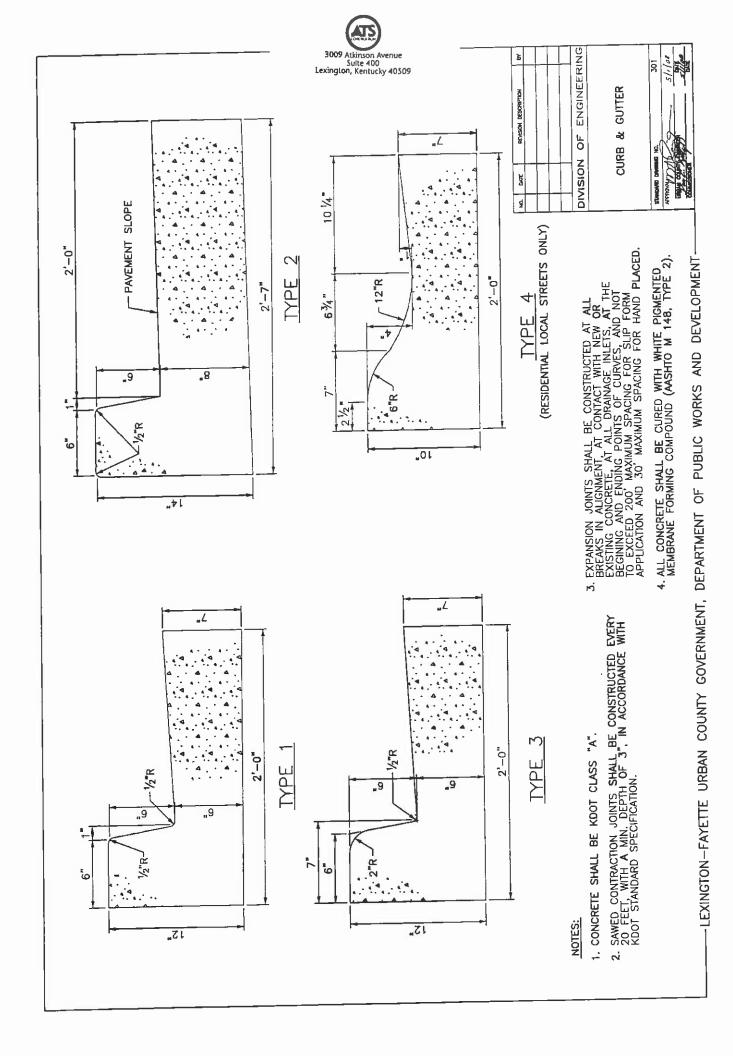
STATEMENT OF STREET

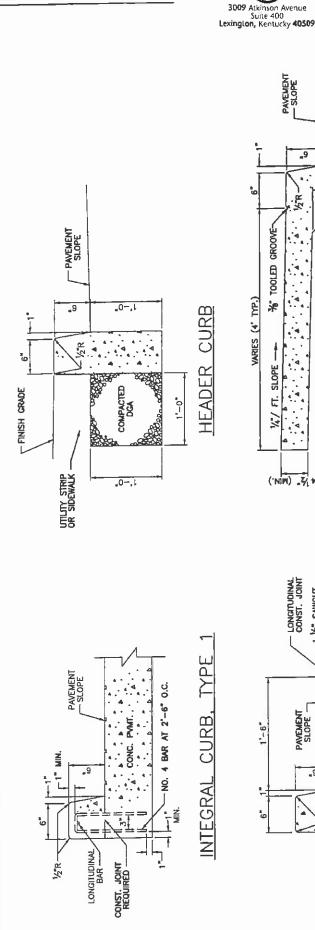
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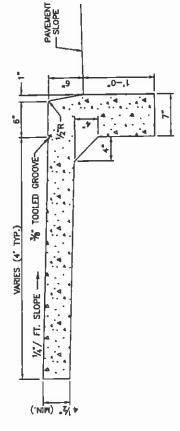
LEXINGTON—FAYETTE URBAN COUNTY GOVERNMENT, DEPARTMENT OF PUBLIC WORKS AND DEVELOPMENT

1. SLOPES AND DRANNAGE DITCHES OUTSIDE THE R.O.W. SHALL BE APPROVED BY THE ENGINEER.

2. THE APPLICATIONS AND USES OF THE ABOVE TYPICAL SECTIONS SHALL BE IN ACCORDANCE WITH THE LF.U.C.G. LAND SUBDIVISION REGULATIONS, ARTHCLE







1 1/2" SAWCUT CONST. JOINT

18

TIE BAR

PAVEMENT SLOPE -

"9

1,-6"

SIDEWALK AND MONOLITHIC CURB

TYPE CURB INTEGRAL

NO. 4 BAR 2'-3" MIN. LONG AT 2'-6" O.C.

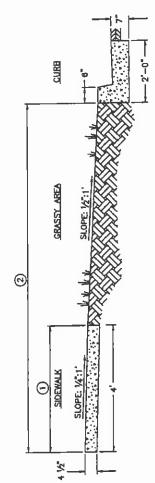
NOTES:

- 1. CONCRETE SHALL BE KDOT CLASS "A".
- 2. SAWED CONTRACTION JOINTS SHALL BE CONSTRUCTED EVERY 20 FEET, 3" MINIMUM DEPTH.
- THE CONTRACTOR HAS THE OPTION OF CONSTRUCTING THE STANDARD INTEGRAL CURB AS DETAILED IN EITHER TYPE 1 OR 2. IF TYPE 2 IS CHOSEN A LONGITUDINAL CONSTRUCTION JOINT SHALL BE REQUIRED AND THE REMAINING PAVEMENT AND CURB SHALL BE CONSTRUCTED MONOUTHIC WITHOUT A HORIZONTAL CONSTRUCTION JOINT AND ACCOMPANYING REINFORCING STEEL (TYPE 1). mi
- EXPANSION JOINTS SHALL BE CONSTRUCTED AT ALL BREAKS IN ALIGNMENT, AT ALL DRAINAGE INLETS AND AT THE BEGINNING AND ENDING POINTS OF CURVES. 4
- ALL CONCRETE, EXCEPT BONDING SURFACES, SHALL BE CURED WITH WHITE PIGMENTED MEMBRANE FORMING COMPOUND (AASHTO M 148, TYPE 2). ι,

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	덜	DAM	PENNSY DESCRIPTION	1	F
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	2	DIVISION	OF ENGINEERING	ERII	NG
		Ξ	INTEGRAL CURB,		
		Ī	HEADER CURB,		
		WO	MONOLITHIC CURB	_	
		-	& SIDEWALK		
	Į.	Oracle District	4	302	
	Ę	MIL	1	5/1/0	
	15	10.00	6	3/	,
	18	No. of Concession,		77	

LEXINGTON—FAYETTE URBAN COUNTY GOVERNMENT, DEPARTMENT OF PUBLIC WORKS AND DEVELOPMENT





SIDEWALK/CURB AND GUTTER WITH GRASS UTILITY STRIP

NOTES:

SIDEWALK/CURB AND GUTTER

-2'-0"-

CURB

SIDEWALK

4 1/2

- CONCRETE SIDEWALKS AND WALKWAYS SHALL BE CONSTRUCTED ON A THOROUGHLY COMPACTED SUB-GRADE AND SHALL BE FOUR AND ONE HALF (4, ½, 1) INCHES IN THICKNESS AND A MINIMUM WIDTH OF FOUR (4) FEET. CONCRETE SHALL HAVE SPECIFICATIONS FOR CLASS*A", KENTUCKY DEPARTMENT OF HIGHWAYS, STANDARD SPECIFICATIONS, CURRENT EDITION, WHITE PORMENTED (17PE 2, CLASS "A" OR "B") CURING COMPOUND IS REQUIRED (ALSO KENTUCKY DEPARTMENT OF HIGHWAYS, STANDARD SPECIFICATIONS, CURRENT EDITION).
 - 2. EXPANSION JOINTS SHALL BE PLACED AT THIRTY—TWO (32) FOOT INTERVALS. IN EXISTING NEIGHBORHOODS, EXPANSION MATERIAL SHALL BE PLACED AT THE BEGINNING AND END OF NEWLY CONSTRUCTED AREAS.
- 3. THE SIDEWALKS SHALL BE PLACED ADJACENT TO THE STREET RIGHT—OF—WAY LINE. SLOPE TOWARD CURB SHALL BE ONE OUARTERS (14,) OF AN INCH TO THE FOOT. CONSTRUCTION IN EASTING NEIGHBORHOODS SHALL REQUIRE THE CONTRACTOR TO MATCH EXISTING GRADE AND SIDEWALK WIDTH UNLESS SPECIFIED OTHERWISE BY THE DINISION OF ENGINEERING.

SHEET NOTES:

- (1) NORMAL SIDEWALK WIDTH SHALL BE 4" UNLESS CHANGE IS AUTHORIZED BY URBAN COUNTY ENGINEER'S OFFICE.
- (2) DISTANCE WILL VARY WITH ROAD CROSS-SECTION.

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, DEPARTMENT OF PUBLIC WORKS AND DEVELOPMENT

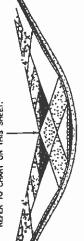
SIDEWALK CONSTRUCTION
SPECIFICATIONS
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SPECIFICATION



DROP BACK OF SIDEWALK AS REQUIRED TO PROVIDE MAXIMUM 1"1. RAMP SLOPE. EXTEND RAMP WITHIN SIDEWALK AS REQUIRED. REPER TO CHART ON THIS SHEET.

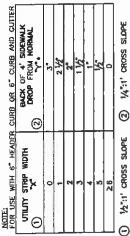
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CONDITION 1



RAMP TYPE 1 CONDITION

DROP BACK OF SIDEWALK AS REQUIRED TO PROVIDE MAXIMUM 1'; RAMP SLOPE. EXTEND RAMP WITHIN SIDEWALK AS REQUIRED. REFER TO CHART ON THIS SHEET.



1/4":1' CROSS SLOPE "Y" DOES NOT APPLY. **MERE ROLL CURB IS USED,

NOTES

- 1. INLET LOCATIONS WILL VARY, DEPENDENT ON CROSSWALK AND RAMP LOCATION.
- THE RAMP SHALL BE CONSTRUCTED OF CLASS "A" CONCRETE. STEP—SAFE" ITANSPO INDUSTRIES THE OR ENGINEER APPROVED EQUIVALENT SHALL BE INSTALLED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS.
 - THE NORMAL CUTTER LINE SHOULD BE MAINTAINED THROUGH THE RAMP.

1 CONDITION

TYPE

RAMP

NORMAL TREATMENT FOR ARTERIALS AND SIGNALIZED INTERSECTIONS

RAMP TYPE

CONDITION 2

RAMP (

4' SDEWALK

- RAMPS SHOULD BE LOCATED WITHIN MARKED LIMITS OF CROSSWALKS.
 - WHERE NO CURB EXISTS, STREET EDGE SHALL BE SAW CUT, OR AS DIRECTED BY LF.U.C.G. ENGINEER.

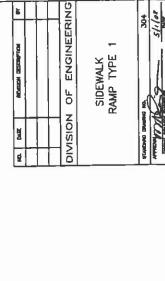
- MAXIMUM RAMP SLOPE 1":1".
- 14. EXPANSION JOINT AT BACK OF CURBLINE AND SIDEWALK LINE. SHEET NOTES.

 LAXIMUM RAMP

 S. 1/2" EXPANSION

 S. NO BUMP PERM

 S. SLOPE VARIES
 - NO BUMP PERMITTED.
- SLOPE VARIES UNIFORMLY TO A MAXIMUM OF 1":1" AT GUTTER LINE



₹ φ'n. TYPE EXPANSION JOINT-SEE DETAIL A ... 9 PROFILE RAMP SLOPE EARTH TO MEET AMP ELEVATION 0 RAMP WIDTH 4" MIN.

-LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, DEPARTMENT OF PUBLIC WORKS AND DEVELOPMENT

CURB AND GUTTER

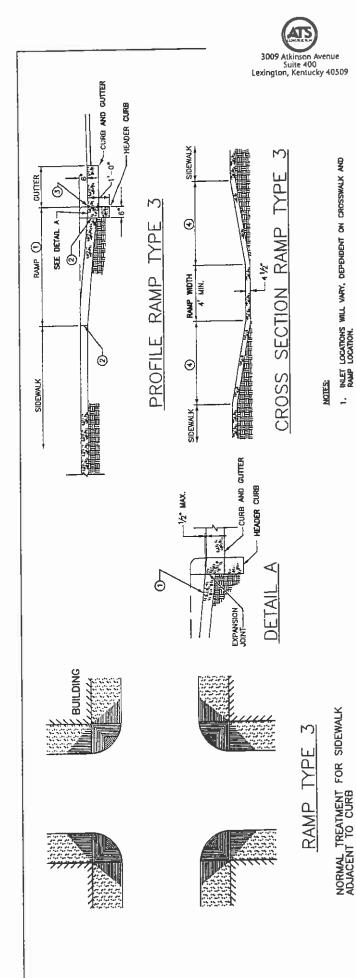
- HEADER CURB

DETAIL

SECTION

PPF

RAMP CROSS



1. INLET LOCATIONS WILL VARY, DEPENDENT ON CROSSWALK AND RAMP LOCATION.

THE RAAP SHALL BE CONSTRUCTED OF CLASS "A" CONCRETE. STEP—SATE" TRANSPO INDUSTRIES THE OR ENGINEER APPROVED EQUIVALENT SHALL BE INSTRALED PER MANUFACTUREN'S SPECIFICATIONS. THE NORMAL GUTTER LINE SHOULD BE MAINTAINED THROUGH THE RAMP.

RAMPS SHOULD BE LOCATED WITHIN MARKED LIMITS OF CROSSWALKS. ri

MAXIMUM RAMP SLOPE 1":1".

DROP BACK OF SIDEWALK AS REQUIRED TO PROVIDE MAXIMUM 1°1; RAMP SLOPE. EXTEND RAMP WITHIN SIDEWALK AS REQUIRED. REFER TO CHART ON THIS SHEET.

1/2" EXPANSION JOINT AT BACK OF CURBUNE AND SIDEWALK LINE.

NO BULLIP PERMITTED.

SLOPE VARIES UNIFORMLY TO A MAXIMUM OF 1":11". AT CUTTER LINE. SHEET NOTES:

1. MAXIMUM RAMP

2. 1/2 EXPANSION

3. NO BLUMP PERI

4. SLOPE VARIES

io. Dark			SINIO								
*		JEADER CURB OR 6" CURB AND CUTTER	BACK OF SIDEWALK	DROP FROM NORMAL	***	3*	21/4"	1,1/2	7%	0	

NOTE: FOR USE WITH 6" H

STOCKALK WIDTH

Θ

OF ENGINEERING

2

RAMP TYPE SIDEWALK

O Wit cross stope

- LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, DEPARTMENT OF PUBLIC WORKS AND DEVELOPMENT -

TYPE

RAMP

