

**PART VI**  
**CONTRACT AGREEMENT**

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**PART VI**  
**CONTRACT AGREEMENT**

THIS AGREEMENT, made on the 2<sup>nd</sup> day of December, 2021, by and between Lexington-Fayette Urban County Government, acting herein called "OWNER" and Lagco Inc., doing business as ~~\*(an individual)(a partnership)~~ (a corporation) located in the City of Lexington, County of Fayette, and State of Kentucky, hereinafter called "CONTRACTOR."

WITNESSETH: That the CONTRACTOR and the OWNER in consideration of Two Hundred Forty- Five Thousand Two Hundred Ninety-Nine Dollars and Zero Cents (\$245,299.00) quoted in the proposal by the CONTRACTOR, dated October 28, 2021, hereby agree to commence and complete the construction described as follows:

**1. SCOPE OF WORK**

The CONTRACTOR shall furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, the General Conditions, and the Special Conditions of the Contract, the Specifications and Contract Documents therefore as prepared for the Kearney Ridge and Beaumont Woods Detention Basin Improvements.

**2. TIME OF COMPLETION AND LIQUIDATED DAMAGES**

The time period estimated and authorized by the OWNER for the proper execution of the Work by the Contract, in full, is hereby fixed as **ONE HUNDRED AND TWENTY (120) calendar days**. The time shall begin in accordance with the Notice to Proceed provided by OWNER. **TIME IS OF THE ESSENCE IN THE PERFORMANCE OF THIS AGREEMENT AND CONTRACTOR SHALL BE LIABLE AND RESPONSIBLE FOR DAMAGES SUFFERED BY OWNER AS A RESULT OF THE DELAY CAUSED BY CONTRACTOR.**

Should the CONTRACTOR fail or refuse to complete the work within the time specified in his Proposal and/or Contract (or extension of time granted by the owner), the CONTRACTOR shall pay liquidated damages in an amount of **\$1,000.00 per day**. The amount of liquidated damages shall in no event be considered as a penalty, nor other than an amount agreed upon by the CONTRACTOR and the OWNER for damages, losses, additional engineering, additional resident representation, and other costs that will be sustained by the OWNER, if the CONTRACTOR fails to complete the work within the specified time. Liquidated damages will be applied on a rate per day for each and every calendar day (Sundays and holidays included) beyond the Contract expiration date stipulated in the Contract Documents, considering all time extension granted. **These Liquidated Damages are in addition to any other damages / fees / penalties that are incurred as a result of other requirements.**

### **3. ISSUANCE OF WORK ORDERS**

Notice to begin Work will be given in whole or for part of the Work as determined by the OWNER pending the availability of funds. The order of construction will be as determined by the Engineer after consultation with the CONTRACTOR and the OWNER.

### **4. THE CONTRACT SUM**

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the Contract, as quoted in the proposal, subject to any additions and deductions, as provided therein.

### **5. PROGRESS PAYMENTS**

The OWNER shall make payments on account of the Contract, as provided in accordance with the General Conditions, as estimated by the Engineer, less the aggregate of previous payments.

### **6. ACCEPTANCE AND FINAL PAYMENT**

Final payment shall be due within ninety (90) days after completion of the Work, provided the Work be then fully completed and the Contract fully accepted.

Before issuance of final certificate, the CONTRACTOR shall submit evidence satisfactory to the Engineer that all payrolls, material bills, and other indebtedness connected with the Work has been paid.

If, after the Work has been substantially completed, full completion thereof is materially delayed through no fault of the CONTRACTOR, and the Engineer so certifies, the OWNER shall upon certificate of the Engineer, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

### **7. THE CONTRACT DOCUMENTS**

The Advertisement for Bids, Information for Bidders, General Conditions, Special Conditions, Contract Agreement, Bonds and Certificates, Technical Specifications, any and all Addenda, and Proposal, and Plan Drawings form the Contract, and they are fully a part of the Contract as if hereto attached or herein repeated.

### **8. EXTRA WORK**

The OWNER, without invalidating the Contract, may order extra work or make changes by altering, adding to, or deducting from the Work, the Contract Sum being adjusted accordingly. All such Work shall be executed and paid for in accordance with the General Conditions, which is a part of this Contract.

## 9. ENUMERATION OF SPECIFICATIONS AND DRAWINGS

The following is an enumeration of the Specifications and Drawings (Contract Documents):

### SPECIFICATIONS

SECTION NO.	TITLE	PAGES
I	Advertisement for Bids	AB-1 to 6
II	Information for Bidders	IB-1 to 10
III	Form of Proposal	P-1 to 25
IV	General Conditions	GC-1 to 50
V	Special Conditions	SC-1
VI	Contract Agreement	CA-1 to 10
VII	Bonds and Certificates	BC-1 to 18
VIII	Permits	PE-1
IX	Addenda	A-1

### TECHNICAL SPECIFICATIONS

Division 1	General Requirements	all-inclusive
Division 2	Site Work	all-inclusive
Division 3	Concrete	all-inclusive

### STANDARD DRAWINGS

### LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

<u>Number</u>	<u>Description</u>
100	Storm Sewer Manhole Type "A" – Circular Walls
101	Storm Sewer Manhole Type "B" – Non-Circular Walls
102	Storm Sewer Manhole Details
103	Manhole Frames, Covers, and Steps
104	Storm Sewer Manhole Circular Slabs 4'-0" and 5'-0" Diameter
105	Storm Sewer Manhole Circular Slabs 6'-0" Diameter
106	Storm Sewer Manhole Circular Slabs 7'-0" Diameter
107	Storm Sewer Manhole Circular Slabs 8'-0" Diameter
108	Reinforcement Detail 5' Non-Circular M.H. <10' Depth, 8" Walls, 10" Slab

109	Reinforcement Detail 5' Non-Circular M.H. 7'-6" to 20' Depth, 8" Walls, 12" Slab
110	Reinforcement Detail 6' Non-Circular M.H. <10' Depth, 8" Walls, 10" Slab
111	Reinforcement Detail 6' Non-Circular M.H. 8' to 15' Depth, 8" Walls, 12" Slab
112	Reinforcement Detail 6' Non-Circular M.H. 15' to 20' Depth, 10" Walls, 12" Slab
113	Reinforcement Detail 7' Non-Circular M.H. Less Than 10' Depth, 8" Walls, 10" Slab
114	Reinforcement Detail 7' Non-Circular M.H. 8' to 10' Depth, 8" Walls, 12" Slab
115	Reinforcement Detail 7' Non-Circular M.H. 10' to 20' Depth, 10" Walls, 12" Slab
120	Surface Inlet Type "A"
121	Surface Inlet Type "B"
122-1	Curb Box Inlet Type "A" 4' x 4' Box 15" - 18" Pipes
122-2	Curb Box Inlet Type "A" 4' x 4' Box 15" - 18" Pipes
123-1	Curb Box Inlet Type "B" 5' x 5' Box 15" - 24" Pipes
123-2	Curb Box Inlet Type "B" 5' x 5' Box 15" - 24" Pipes
124-1	Curb Box Inlet Type "C" 4' x 3' Box Single Pipe 15" or Less
124-2	Curb Box Inlet Type "C" 4' x 3' Box Single Pipe 15" or Less
125	Curb Box Inlet Type "D"
126	Spring Box Inlet Type "A"
127	Spring Box Inlet Type "B"
128	Security Devices for Frames and Grates
130-1	Aggregate Channel Lining
130-2	Aggregate Channel Lining
131	Mattress Channel Lining
132	Paved Ditch
150	Straight Headwalls
151	ELL Headwalls
152	U-Type Headwalls
153	Pipe Culvert Headwalls 0° Skew 15" - 27" Circular Pipe
154-1	Pipe Culvert Headwalls 0° Skew 30"-108" Pipe
154-2	Dimensions and Quantities 30"-108" Headwalls Circular Pipe 0° Skew
154-3	Bill of Reinforcement 30"-90" Diameter Circular Pipe Headwalls 0° Skew
154-4	Bill of Reinforcement 96" - 108" Diameter Circular Pipe Headwalls 0° Skew
158	18" - 24" Double & Triple Pipe Culvert Headwalls at 0° Skew
159-1	Double and Triple Pipe Culvert Headwalls 0° Skew
159-2	Dimensions and Quantities 30" - 48" Double and Triple Headwalls - Circular Pipe 0° Skew
159-3	Bill of Reinforcement 30" - 48" Double and Triple Headwalls - Circular Pipe 0° Skew
162	Sloped and Flared Box Inlet - Outlet 18" - 24" - 30" - 36" All Skews
163	Grates for Sloped and Flared Box Inlet - Outlet
164	Impact Stilling Basin 15" - 24" Pipes
165	Impact Stilling Basin 27" - 48" Pipes
180	Retaining Wall Gravity Type
200	Trenching, Laying, Backfilling and Bedding Outside R/W Limits
201-1	Trenching, Laying, Backfilling and Bedding Under Street Pavement

201-2	Trenching, Laying, Backfilling and Bedding Under Street Pavement Using Flowable Fill
201-3	Utility Trench Restoration Beneath Existing Paved Roads (Section View)
201-4	Utility Trench Restoration Beneath Existing Paved Roads (Plan View)
204	Sanitary Sewer Pipe: Types and Maximum Allowable Fill Heights
210	Typical Precast Concrete Shallow Manhole Pipes 24" and Larger
211	Typical Standard Precast Concrete Manhole For Pipes Up to 24"
212	Typical Precast Concrete Drop Manhole Pipes Up To 36"
213	Standard Manhole Junction and Water Stop Details
214	Sewer Manhole Adjustment Grade Rings
216	Manhole Size Standards and General Notes for Deep Manholes
217	Deflection Angle Criteria for Sanitary Manholes
220	Standard Circular Manhole Frame and Cover
222	Standard Watertight Manhole Frame and Cover
230	House Lateral for Greater than 6' Deep Sewer in Soil and Rock Excavation
231	House Lateral for Greater than 6' Deep Sewer in Soil
232	House Lateral for Shallow Sewer in Soil or Rock
233	Lateral Cleanout in Non-Paved Areas and Yards
234	Right-Of-Way Easement Lateral Cleanout in Non-Paved Areas and Yards
240	Sanitary Sewer Stream Crossing and Stream Bed Restoration Detail
250	Grease Interceptor Typical Configuration
260	Sewer Connection to Existing Concrete Manhole
300	Typical Street Sections
301	Curb and Gutter
302	Integral Curb, Header Curb, Monolithic Curb and Sidewalk
303	Sidewalk Construction Specifications
304	Sidewalk Ramp Type 1
307-1	Residential Entrance Details
307-2	Commercial Entrance Details
308	Chain Link Fence 3' - 6'
309	Chain Link Fence 8' - 12'
310	Chain Link Gate
311	Plank Fence
312	Woven Wire Right-of-Way Fence Type 1
313	Woven Wire Right-of-Way Fence Type 2
314	Woven Wire Gates
315	Concrete Steps
316	Top Rail for Retaining Walls Handrail for Steps
317	County Road Typical Shoulder Sections (Minimum Requirements)
318	Edge Key
319	Typical Edge Key for Minimum Overlays, Short Projects, Low Speed
320-1	Perforated Pipe Subgrade Drainage Along Roadway
320-2	Perforated Pipe Subgrade Drainage For Raised Non-Paved Medians
321	Perforated Pipe for Subgrade Drainage
322	Perforated Pipe Underdrains
323	Public Improvement Sign

## **KENTUCKY TRANSPORTATION CABINET**

<u>Number</u>	<u>Description</u>
RDB-280-05	Curb Box Inlet Type B (Detail Drawing)
RDB-281-02	Curb Box Inlet Type B (Steel Drawing)
RDB-282-03	Curb Box Inlet Type B (Top Phase Tables)
RDB-283-03	Curb Box Inlet Type B (Detail and Bar Chart for 8" Lid)
RDB-400-04	Box Inlet Riser
RDB-410-05	Box Inlet Pipe Chamber
RDB-420-04	Box Inlet Pipe Chamber (Additional Steel)

## **DRAWINGS**

Kearney Ridge and Beaumont Woods Detention Basin Improvements Construction Drawings  
Sheets 01 through 09

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the date and year above written.

(Seal)

Lexington-Fayette Urban County Government  
Lexington, Kentucky

(Owner)

ATTEST:

Mackenzie Gask  
Clerk of the Urban County Council

BY: Linda Gorton  
MAYOR

[Signature]  
(Witness)

Mayor  
(Title)

(Seal)

Ltaco Inc  
(Contractor)

J. A. Meese  
(Secretary)\*

BY: Randy Meese

Blake Johnson  
(Witness)

President  
(Title)

PROJECT MANAGER

P.O. Box 12510, Lex Ky 40587  
(Address and Zip Code)

IMPORTANT: \*Strike out any non-applicable terms.

Secretary of the Owner should attest. If the CONTRACTOR is corporation, Secretary should attest. Give proper title of each person-executing Contract.

- END OF SECTION -



1.01 PERFORMANCE BOND

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that

\_\_\_\_\_  
Lagco, Inc.

(Name of CONTRACTOR)

\_\_\_\_\_  
PO Box 12510, Lexington, KY 40583

(Address of CONTRACTOR)

a \_\_\_\_\_ Corporation \_\_\_\_\_, hereinafter  
(Corporation, Partnership, or Individual)

called Principal, and \_\_\_\_\_ Great American Insurance Company \_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
301 E. Main Street, Cincinnati, OH 45202

(Address of Surety)

hereinto called Surety, are held and firmly bound unto

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT  
200 East Main Street, Third Floor  
Lexington, Kentucky 40507

Obligee, hereinafter called "OWNER" in the penal sum of:

Two Hundred Forty Five Thousand Two Hundred Ninety Nine & 00/100 dollars (\$ 245,299.00 \_\_\_\_\_),  
for the payment of whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors,  
and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal by written agreement is entering into an Agreement (Contract) with OWNER for the Kearney Ridge and Beaumont Woods Detention Basin Improvements, LFUCG Bid No. 98-2021 in accordance with Contract Documents prepared by Stantec Consulting Services Inc. and dated October 6, 2021, which Agreement (Contract) is by reference made a part hereof, and is hereinafter referred to as the Agreement (Contract).

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal shall promptly and faithfully perform said Agreement (Contract), then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the OWNER.

Whenever, Principal shall be, and declared by OWNER to be in default under the Agreement (Contract), the OWNER having performed OWNER'S obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

1. Complete the Agreement (Contract) in accordance with its terms and conditions or
2. Obtain a Bid or Bids for completing the Agreement (Contract) in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or if the OWNER elects, upon determination by the OWNER and Surety jointly of the lowest responsible bidder, arrange for an Agreement (Contract) between such bidder and OWNER, and make available as Work progresses (even though there may be a default or a succession of defaults under the Agreement (Contract) or Agreements (Contracts) of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Agreement (Contract) Amount; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "Balance of the Agreement (Contract) Amount", as used in this paragraph shall mean the total amount payable by OWNER to Principal under the Agreement (Contract) and any amendments thereto, less the amount properly paid by OWNER to Principal.

Any suit under this bond must be instituted before the expiration of one (1) year from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the OWNER named herein or the heirs, executors, administrators or successors of OWNER.

IN WITNESS WHEREOF, this instrument is executed in 4 counterparts, each one of (number)

which shall be deemed an original, this the 7th day of December, 20 21.

ATTEST:

Lagco, Inc.

Principal

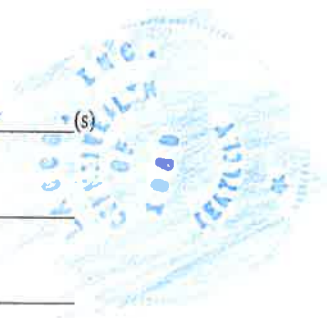
Randy Greene  
(Principal) Secretary

By: J.P. Heere (s)

PO Box 12510

Address

Lexington, KY 40583



Blake Johnson  
Witness as to Principal

PO BOX 12510

Address

Lexington, KY 40583

Great American Insurance Company

Surety

By: Amy Bowers  
Attorney-in-Fact

301 E. 4th Street

Address

Cincinnati, OH 45202

ATTEST:

Jennifer Edwards  
(Surety) Secretary

(SEAL)

Blessana R.  
Witness to Surety

2307 River Road, Suite 200

Address

Louisville, KY 40206

Title: Attorney-In-Fact

Surety

By: Amy Bowers  
Amy Bowers



Title: Bond Assistant

NOTE: The number of executed counterparts of the bond shall coincide with the number of executed counterparts of the Agreement (Contract).

1.02 PAYMENT BOND

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that

Lagco, Inc.

(Name of CONTRACTOR)

PO Box 12510, Lexington, KY 40583

(Address of CONTRACTOR)

a Corporation, hereinafter  
(Corporation, Partnership, or Individual)

called Principal, and Great American Insurance Company  
(Name of Surety)

301 E. Main Street, Cincinnati, OH 45202

(Address of Surety)

hereinto called Surety, are held and firmly bound unto

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT  
200 East Main Street, Third Floor  
Lexington, Kentucky 40507

Obligee, hereinafter called "OWNER" in the penal sum of:

Two Hundred Forty Five Thousand Two Hundred Ninety Nine & 00/100 dollars (\$ 245,299.00 ),

for the payment of whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal by written agreement is entering into an Agreement (Contract) with OWNER for the Kearney Ridge and Beaumont Woods Detention Basin Improvements, LFUCG Bid No. 98-2021 in accordance with Contract Documents prepared by Stantec Consulting Services Inc. and dated October 6, 2021, which Agreement (Contract) is by reference made a part hereof, and is hereinafter referred to as the Agreement (Contract).

NOW, THEREFORE THE CONDITION OF THIS OBLIGATION is such that, if Principal shall promptly make payment to all claimants as hereinafter defined for all labor and material used or reasonably required for use in the performance of the Agreement (Contract), then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Principal or with a Subcontractor of the Principal for labor material, or both, used or reasonably required for use in the performance of the Agreement (Contract), labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Agreement (Contract).
2. The above named Principal and Surety hereby jointly and severally agree with the OWNER that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such

sum or sums as may be justly due claimant and have execution thereon. The OWNER shall not be liable for the payment of any costs or expenses of any such suit.

3. No suit or action shall be commenced hereunder by any claimant:
  - (a) Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: The Principal, the OWNER, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the Work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the Work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, OWNER, or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.
  - (b) After the expiration of one (1) year following the date on which Principal ceased Work on said Agreement (Contract), it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
  - (c) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project, or any part thereof, is situated, or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.
4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against aid improvement, whether or not claim for the amount of such lien be presented under and against this bond.

IN WITNESS WHEREOF, this instrument is executed in 4 counterparts, each one of (number)

which shall be deemed an original, this the 7th day of December, 20 21.

ATTEST:

Lagco, Inc.  
Principal

Randy Greene  
(Principal) Secretary

By: J.P. Heave (S)

PO Box 12510  
Address

Lexington, KY 40583

Blake Anderson  
Witness as to Principal

PO BOX 12510  
Address

Lexington, KY 40583

Great American Insurance Company  
Surety

By: Amy Bowers  
Attorney-in-Fact

301 E. 4th Street  
Address

Cincinnati, OH 45202

ATTEST:

\_\_\_\_\_  
(Surety) Secretary

(SEAL)

Barbara D  
Witness to Surety

2307 River Road, Suite 200  
Address

Louisville, KY 40206

Title: Attorney-In-Fact  
Surety

By: Amy Bowers  
Amy Bowers

Title: Bond Assistant

NOTE: The number of executed counterparts of the bond shall coincide with the number of executed counterparts of the Agreement (Contract).

BC-7

**GREAT AMERICAN INSURANCE COMPANY®**

**Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740**

The number of persons authorized by this power of attorney is not more than **ELEVEN**

No. 0 21074

**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
DEBORAH NEICHTER	SHERYON QUINN	ALL
JILL KEMP	THERESA PICKERRELL	\$100,000,000
BARBARA DUNCAN	AMY BOWERS	
MARK A. GUIDRY	MARGIE M. LOWRY	
SANDRA L. FUSINETTI	LEIGH MCCARTHY	
LYNNETTE LONG		

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this **24TH** day of **APRIL**, 2020

GREAT AMERICAN INSURANCE COMPANY



*Steph L. C. B.*

Assistant Secretary

*Mark V. Vicario*

Divisional Senior Vice President

MARK VICARIO (877-377-2405)

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this **24TH** day of **APRIL**, 2020

, before me personally appeared **MARK VICARIO**, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



**SUSAN A KOHORST**  
Notary Public  
State of Ohio  
My Comm. Expires  
May 18, 2025

*Susan A Kohorst*

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

*RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.*

*RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.*

**CERTIFICATION**

I, **STEPHEN C. BERAHA**, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this

*7th* day of *December*, 2001



*Steph L. C. B.*

Assistant Secretary

1.03 EROSION AND SEDIMENT CONTROL PERFORMANCE BOND

EROSION AND SEDIMENT CONTROL PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that

\_\_\_\_\_  
Lagco, Inc.  
\_\_\_\_\_  
(Name of CONTRACTOR)

\_\_\_\_\_  
PO Box 12510, Lexington, KY 40583  
\_\_\_\_\_  
(Address of CONTRACTOR)

a \_\_\_\_\_ Corporation, hereinafter  
\_\_\_\_\_  
(Corporation, Partnership, or Individual)

called Principal, and \_\_\_\_\_ Great American Insurance Company  
\_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
301 E. 4th Street, Cincinnati, OH 45202  
\_\_\_\_\_  
(Address of Surety)

hereinto called Surety, are held and firmly bound unto

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT  
200 East Main Street, Third Floor  
Lexington, Kentucky 40507

Obligee, hereinafter called "OWNER" in the penal sum of:

\_\_\_\_\_  
Eighty Three Thousand Four Hundred Fifteen & 00/100 dollars (\$ 83,415.00), for the  
payment of whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors, and  
assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal by written agreement is entering into an Agreement (Contract) with OWNER for the Kearney Ridge and Beaumont Woods Detention Basin Improvements, LFUCG Bid No. 98-2021 in accordance with Contract Documents prepared Stantec Consulting Services Inc. and dated October 6, 2021, which Agreement (Contract) is by reference made a part hereof, and is hereinafter referred to as the Agreement (Contract).

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal shall promptly and faithfully perform said Agreement (Contract), then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the OWNER.

Whenever, Principal shall be, and declared by OWNER to be in default under the Agreement (Contract), the OWNER having performed OWNER's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

- 1. Complete the installation, maintenance, and removal of the soil erosion and sediment controls and final stabilization of the site during the full period of land disturbance in accordance with the Agreement (Contract), the LFUCG Land Disturbance Permit, Chapter 16 Article X Division 5 of the LFUCG Code of Ordinances, Chapter 11 of the LFUCG Stormwater Manual, and the KPDES General Permit for Stormwater Discharges Associated with Construction Activities (KYR10).



2. Obtain a Bid or Bids for completing the installation, maintenance, and removal of the soil erosion and sediment controls and final stabilization of the site in accordance with the Agreement's (Contract's) terms and conditions, and upon determination by Surety of the lowest responsible bidder, or if the OWNER elects, upon determination by the OWNER and Surety jointly of the lowest responsible bidder, arrange for an Agreement (Contract) between such bidder and OWNER, and make available as Work progresses (even though there may be a default or a succession of defaults under the Agreement (Contract) or Agreements (Contracts) of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Agreement (Contract) Amount; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Agreement (Contract) Amount", as used in this paragraph shall mean the total amount payable by OWNER to Principal under the Agreement (Contract) and any amendments hereto, less the amount properly paid by OWNER to Principal.

Any suit under this bond must be instituted before the expiration one (1) year from the date on which final payment under the Agreement (Contract) falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the OWNER named herein or the heirs, executors, administrators or successors of OWNER.

IN WITNESS WHEREOF, this instrument is executed in 4 counterparts, each one of (number)

which shall be deemed an original, this the 7th day of December, 2021.

ATTEST:

Lagco, Inc.  
Principal

Randy Greene  
(Principal) Secretary

By: J.P. Heare (\$)

PO Box 12510  
Address

Lexington, KY 40583

Blake Johnson  
Witness as to Principal

PO Box 12510  
Address

Lexington, KY 40583

Great American Insurance Company  
Surety

By: Amy Bowers  
Attorney-in-Fact

301 E. 4th Street  
Address

Cincinnati, OH 45202

ATTEST:

Barbara  
(Surety) Secretary

(SEAL)  
Jennifer Edwards  
Witness to Surety

2307 River Road, Suite 200  
Address

Louisville, KY 40206

Title: Attorney-In-Fact  
Surety

By: Amy Bowers  
Amy Bowers

Title: Bond Assistant

NOTE: The number of executed counterparts of the bond shall coincide with the number of executed counterparts of the Agreement (Contract).

BC-10

**GREAT AMERICAN INSURANCE COMPANY®**

**Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740**

The number of persons authorized by  
this power of attorney is not more than **ELEVEN**

No. 0 21074

**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
DEBORAH NEICHTER	SHERYON QUINN	ALL
JILL KEMP	THERESA PICKERRELL	\$100,000,000
BARBARA DUNCAN	AMY BOWERS	
MARK A. GUIDRY	MARGIE M. LOWRY	
SANDRA L. FUSINETTI	LEIGH MCCARTHY	
LYNNETTE LONG		

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this **24TH** day of **APRIL**, 2020

GREAT AMERICAN INSURANCE COMPANY



*My L C. B.*

Assistant Secretary

*Mark V Vicario*

Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this **24TH** day of **APRIL**, 2020

MARK VICARIO (877-377-2405)

, before me personally appeared MARK VICARIO, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



**SUSAN A KOHORST**  
Notary Public  
State of Ohio  
My Comm. Expires  
May 18, 2025

*Susan A Kohorst*

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

*RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.*

*RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.*

**CERTIFICATION**

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

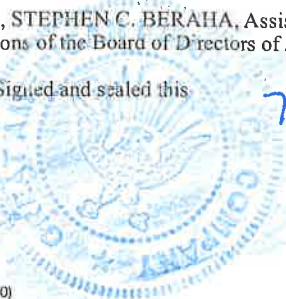
Signed and sealed this

*7th*

day of

*December*

*, 2008.*



*My L C. B.*

Assistant Secretary



**CONTRACT DOCUMENTS  
AND  
SPECIFICATIONS**

**FOR**

**Kearney Ridge and Beaumont Woods  
Detention Basin Improvements**

**DIVISION OF WATER QUALITY  
LEXINGTON FAYETTE URBAN COUNTY  
GOVERNMENT**

**LFUCG BID NO. 98-2021**

**October 2021**

**EDITION: Issued for Construction (IFC)**

**PREPARED BY:  
Stantec Consulting Services, Inc.  
3052 Beaumont Centre Circle  
Lexington, Kentucky 40511**

**Set #2**  
Digital Planroom  
[www.lynnimaging.com](http://www.lynnimaging.com)

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**KENTUCKY TRANSPORTATION CABINET STANDARD DETAILS**  
**COPIES OF KYTC STANDARD DETAILS ARE AVAILABLE AT**  
**[TRANSPORTATION.KY.GOV](http://TRANSPORTATION.KY.GOV)**

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## ADVERTISEMENT FOR BIDS

### 1. INVITATION

Sealed proposals for the following work will be received by the Lexington-Fayette Urban County Government (LFUCG) via Ion Wave (<https://lexingtonky.ionwave.net>) until **2:00 pm, local time, Thursday October 28, 2021** for furnishing all labor and/or materials and performing all work as set forth in the Contract Documents prepared by and for Lexington-Fayette Urban County Government, Division of Water Quality (OWNER). All forms and Contract Documents normally filled out and attached with bid submission may be downloaded from Lynn Imaging's Planroom and may be viewed on Ion Wave. All notary requirements are waived for this solicitation. A copy of bid bond must be included with submission. Immediately following the scheduled closing time for reception of Bids, all proposals which have been submitted in accordance with the above will be opened electronically and a bid tab sheet will be posted on Ion Wave within approximately 30 minutes.

**Due to the current environment and recommendations for social distancing, LFUCG will only be accepting bids on-line through Ion Wave for this solicitation. Base bid and alternate totals (if required) should be provided on the appropriate line items tab on Ion Wave. Submissions without line item totals (if required) may be rejected and deemed non-responsive. THESE INSTRUCTIONS SUPERSEDE ALL OTHER BID SUBMISSION INSTRUCTIONS PROVIDED IN THIS PACKAGE. PLEASE SUBMIT ALL QUESTIONS VIA THE Q&A MODULE ON ION WAVE.**

**Questions must be submitted via Ion Wave by 4:00pm, local time, Tuesday, October 19<sup>th</sup>.**

### 2. DESCRIPTION OF WORK

The project includes providing all construction supervision, labor, materials, tools, test equipment necessary for the **Kearney Ridge and Beaumont Woods Detention Basin Improvements.**

### 3. OBTAINING PLANS, SPECIFICATIONS, AND BID DOCUMENTS

Plans, Specifications, and Contract Documents shall be obtained from Lynn Imaging, 328 Old Vine Street, Lexington, KY 40507, (859) 255-1021 or ([www.lynnimaging.com](http://www.lynnimaging.com)) and click on planroom for a non-refundable price of reproduction for each full set of plans and documents. Bids must be submitted through LFUCG's Ion Wave. Due to current environment and recommendations for social distancing, no Contract Documents may be examined in person.

**4. METHOD OF RECEIVING BIDS**

Bids will be received from Prime Contracting firms on a **Lump Sum Basis**. Bids shall be submitted in the manner and subject to the conditions as set forth and described in the Instruction to Bidders and Special Conditions.

Bids shall be submitted online via Ion Wave.

**5. METHOD OF AWARD**

The Contract, if awarded, will be to the lowest, qualified responsible Bidder for the total project whose qualifications indicate the award will be in the best interest of the OWNER and whose Bid/proposal complies with all the prescribed requirements. No Notice of Award will be given until the OWNER has concluded such investigation as deemed necessary to establish the responsibility, qualifications and financial ability of Bidders to do the work in accordance with the Contract Documents to the satisfaction of the OWNER within the time prescribed. The OWNER reserves the right to reject the Bid of any Bidder who does not pass such investigation to the OWNER's satisfaction. In analyzing Bids, the OWNER may take into consideration alternate and unit prices, if requested by the Bid forms.

**6. BID WITHDRAWAL**

No Bidder may withdraw his Bid for a period of sixty (60) calendar days after the closing date for receipt of Bids. Errors and omissions will not be cause for withdrawal of Bid without forfeit of Bid Bond. Bids may be withdrawn in person prior to the closing date of receipt of Bids.

**7. BID SECURITY**

If the Bid is \$50,000 or greater, Bid shall be accompanied by a certified / cashier's check or Bid bond payable to the Lexington-Fayette Urban County Government in an amount not less than Five Percent (5%) of the base Bid. Bid Bond shall be executed by a Surety Company authorized to do business in the Commonwealth of Kentucky and countersigned by a licensed Kentucky Resident Agent, representing the Surety Company. Bid Bonds are not required for Bids under \$50,000. A certified check or cashier's check is also acceptable forms of Bid security.

A scanned copy of the bid bond is acceptable and must be uploaded with the bid through Ion Wave.

**8. SUBMISSION OF BIDS**

Contractors shall submit their Bids via Ion Wave no later than 2:00 p.m. (local time) Thursday October 28, 2021. Bids will remain sealed until 2:00 p.m. (local time) Thursday October 28, 2021, the official Bid closure time. Bids received after the scheduled closing time for receipt of Bids will not be considered.

**9. RIGHT TO REJECT**

The Purchasing Agent for the Lexington-Fayette Urban County Government reserves the right to reject any and all Bids and to waive all informalities and/or technicalities where the best interest of the Lexington-Fayette Urban County Government may be served.

**10. NOTIFICATION TO THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT FOR AFFIRMATIVE ACTION PLAN AND CURRENT WORKFORCE**

The successful Bidder must submit with their Bid the following items to the Lexington-Fayette Urban County Government:

1. Affirmative Action Plan for his/her firm.
2. Current Workforce Analysis Form.

Failure to submit these items as required herein may result in disqualification of the Bidder from the award of the contract.

All submissions shall be directed to:

Lexington-Fayette Urban County Government  
Division of Purchasing  
200 East Main Street, 3<sup>rd</sup> Floor, Room 338  
Lexington, Kentucky 40507

**11. NOTICE CONCERNING MWDBE GOAL**

Notice of requirement for Affirmative Action to ensure Equal Employment Opportunities and Disadvantaged Business Enterprises (DBE) Contract participation. Disadvantaged Business Enterprises (DBE) consists of Minority-Owned Business Enterprises (MBE) and Woman-Owned Business Enterprises (WBE).

The Lexington-Fayette Urban County Government has set a goal that not less than ten percent (10%) of the total value of this Contract be subcontracted to Disadvantaged Business Enterprises, which is made up of MBEs and WBEs. The goal for the utilization of Disadvantaged Business Enterprises as subcontractors is a recommended goal. Contractor(s) who fail to meet such goal will be expected to provide written explanations to the Director of the Division of Purchasing of efforts they have made to accomplish the recommended goal, and the extent to which they are successful in accomplishing the recommended goal will be a consideration in the procurement

process. Depending on the funding source, other DBE goals may apply.

For assistance in locating Disadvantaged Business Enterprises Subcontractors contact:

Sherita Miller, Division of Central Purchasing  
Lexington-Fayette Urban County Government  
200 East Main Street, 3rd Floor, Room 338  
Lexington, Kentucky 40507  
[smiller@lexingtonky.gov](mailto:smiller@lexingtonky.gov)

## **12. PRE-BID MEETING**

A **non-mandatory** pre-Bid meeting will be held at **2:00 pm** local time on **Thursday, October 14, 2021** online via a Zoom conference call (managed by Stantec Consulting Services Inc.).

- END OF SECTION -

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## **PART II**

### **INFORMATION FOR BIDDERS**

#### **1. RECEIPT AND OPENING OF BIDS**

The Lexington-Fayette Urban County Government (herein called the OWNER) invites Bids from firms on the project described in the Advertisement for Bids. The OWNER will receive Bids online through Ion Wave (<https://lexingtonky.ionwave.net>) at the time and in the manner set forth in the Advertisement for Bids, at which time the bids will be opened electronically. The OWNER may consider informal any Bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all Bids. Any Bid may be withdrawn prior to the scheduled time for the opening of Bids or authorized postponement thereof. Any Bid received after the time and date specified shall not be considered. No Bidder may withdraw a Bid within ninety (90) days after the actual time and date of the Bid opening, but OWNER may, in its sole discretion, release any Bid and return the Bid Security prior to that date.

The OWNER assumes no responsibility for Bids that are not submitted electronically as indicated above. Bids that are not submitted online by the stated time and date will be rejected.

#### **2. PREPARATION OF BID**

Each Bid must be submitted on the prescribed digital Bid Form within Ion Wave. All blank spaces for the Bid prices must be filled in or the bid will be considered incomplete. Each Bid must be submitted online via Ion Wave.

#### **3. SUBCONTRACTS**

The Bidder is specifically advised that any person, firm, or other party to whom it is proposed to award a subcontract under this Contract must be acceptable to the OWNER. All proposed subcontractors must be identified on the Form of Proposal. Prior to the award of Contract, the OWNER or the OWNER'S representative will advise the CONTRACTOR of the acceptance and approval thereof or of any action necessary to be taken. Should any Subcontractor be rejected by the OWNER, the CONTRACTOR shall present a new name and/or firm to the OWNER at no change in the Contract Price.

#### **4. QUALIFICATION OF BIDDER**

The OWNER may make such investigations as the OWNER deems necessary to determine the ability of the Bidder to perform the Work, and the Bidder shall furnish to the OWNER all such information and data for this purpose as the OWNER may request. The OWNER reserves the right to reject any Bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the OWNER that such Bidder is properly qualified to carry out the obligations of the Contract and to complete the Work contemplated therein. Conditional Bids will not be accepted.



In evaluating Bids, OWNER shall consider the qualifications of the BIDDERS, whether or not the Bids comply with the prescribed requirements, and alternatives and unit prices, as requested. OWNER may consider maintenance requirements, performance data, and disruption or damage to private property. It is OWNER'S intent to accept alternatives, if requested by the Bid forms, in the order in which they are listed in the Bid Form, but OWNER may accept or decline them in any order or combination. The contract, if awarded, will be awarded to the lowest, qualified, responsible BIDDER based upon OWNER'S evaluation which indicates that the award will be in the best interest of OWNER and the general public.

In the event there is any question as to the Bidder's qualifications and ability to complete the work, a final determination will be made in accordance with a fair evaluation by the Urban County Government of the above listed elements.

- A. If the OWNER requires filling out a detailed financial statement, the Bidder may provide its current certified financial statement(s) for the required time interval.
- B. Corporate firms are required to be registered and in good standing with the requirements and provisions of the Office of the Secretary of State, Commonwealth of Kentucky.
- C. Good standing with Public Works Act - any CONTRACTOR and/or subcontractors in violation of any wage or work act provisions (KRS 337.510 to KRS 337.550) are prohibited by Statutory Act (KRS 337.990) from Bidding on or working on any and all public works contracts, either in their name or in the name of any other company, firm or other entity in which he might be interested. No Bid from a prime contractor in violation of the Act can be considered, nor will any subcontractor in violation of the Act be approved and/or accepted. The responsibility for the qualifications of the subcontractor is solely that of the prime contractor.
- D. Documents Required of CONTRACTOR - (1) A sworn statement signed by the President or owner of the Company regarding all current work in progress anywhere; (2) A document showing the percent of completion of each project and the total worth of each project; and (3) Documentation showing the percentage of the DBE employment levels on each project of the Bidder's current work force, and DBE participation levels for Subcontractors.
- E. Optional OWNER Requirements - The OWNER, at its discretion, may require the BIDDER/CONTRACTOR to provide: (1) a current detailed financial statement for a period including up to 3 prior years; (2) financial security or insurance in amounts and kinds acceptable to the OWNER to meet the financial responsibility requirements for the CONTRACTOR to indemnify the OWNER. (3) Additional information and/or DBE work force data, as well as DBE participation data.
- F. Each Bidder agrees to waive any claim it has or may have against the Owner, the Architect/Engineer, and their respective employees, arising out of or in connection with the administration, evaluation, or recommendation of any Bid.

## **5. BID SECURITY**

- A. Each Bid must be accompanied by a Bid bond prepared on a Form of Bid Bond and attached hereto, duly executed by the Bidder as principal and having as surety thereon a surety company approved by the OWNER, in the amount of 5% of the Bid. Such Bid bond will be returned to the unsuccessful Bidder(s) only upon written request to the Director of Central Purchasing within seven (7) days of opening of Bids. Bid bond shall be made payable to the Lexington-Fayette Urban County Government. Bid security is not required for projects under \$50,000.
- B. Bonds shall be placed with an agent licensed in Kentucky with surety authorized to do business within the state. When the premium is paid for such coverage, the full commission payable shall be paid to such local agent who shall not divide such commission with any person other than a duly licensed resident local agent.

## 6. LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO CONTRACT

The successful Bidder, upon his failure or refusal to execute and deliver the Contract and bonds required within ten (10) days after he has received notice of the acceptance of his Bid, shall forfeit to the OWNER, as liquidated damages for such failure or refusal, the security deposited with his Bid.

## 7. TIME OF COMPLETION AND LIQUIDATED DAMAGES

Bidder must agree to commence work on or before a date to be specified in a written "Notice to Proceed" from the OWNER and to fully complete the Project within the time as specified in the Contract. Bidder must agree also to pay \$1,000.00 as liquidated damages, or the sum as specified in the Contract for each consecutive calendar day thereafter as hereinafter provided in the General Conditions.

## 8. EXAMINATION OF CONTRACT DOCUMENTS AND SITE

- A. It is the responsibility of each Bidder before submitting a Bid, to (a) examine the Contract Documents thoroughly, (b) visit the site(s) to become familiar with local conditions that may affect cost, progress, performance or furnishing of the work, (c) consider Federal, State and Local laws and regulations that may affect cost, progress, performance or furnishing of the work, (d) study and carefully correlate Bidder's observations with the Contract Documents, and (e) notify Engineer of all conflicts, errors or discrepancies in the Contract Documents.
- B. Bidders should examine the requirements of section 4 of the General Conditions for information pertaining to subsurface conditions, underground structures, underground facilities, and availability of lands, easements, and rights-of-way. The completeness of data, presented in the Contract Documents, pertaining to subsurface conditions, underground structures, and underground facilities for the purposes of Bidding or construction is not assured. The Bidder will, at Bidder's own expense, make or obtain any additional examinations, investigations, explorations, tests and studies and obtain any additional information and data which pertain to the physical conditions (surface and subsurface) which may affect cost, progress, performance or furnishing of the Work and which Bidder deems necessary to determine its Bid for performing and furnishing the Work in accordance with the time, price, and other terms and conditions of the Contract Documents. On request in advance, OWNER will provide access to the site to conduct such explorations and tests as each Bidder deems necessary for submission of

a Bid. Bidder shall fill all holes, clean up and restore the site to its former condition upon completion of such explorations.

- C. The submission of a Bid will constitute an incontrovertible representation by the Bidder that Bidder has complied with every requirement of this paragraph 8; that without exception the Bid is premised upon furnishing and performing the Work required by the Contract Documents and such means, methods, techniques, sequences or procedures of construction as may be indicated in or required by the Contract Documents; and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

## **9. ADDENDA AND INTERPRETATIONS**

No interpretation of the meaning of the Contract Documents will be made to any Bidder orally. Every request for such interpretation should be in writing addressed to the Director of Central Purchasing, who in turn will have an Addendum issued for the Lexington-Fayette Urban County Government, and to be given consideration must be received prior to the date fixed for the opening of Bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications. Acknowledgement of the receipt of addenda must be included with all submitted Bids. Failure of any Bidder to receive any such addendum or interpretation shall not relieve such Bidder from any obligation under his Bid as submitted. All addenda so issued shall become part of the Contract Documents.

## **10. SECURITY FOR FAITHFUL PERFORMANCE**

- A. Simultaneously with his delivery of the executed Contracts, the CONTRACTOR shall furnish a surety bond or bonds as security for the faithful performance of this Contract and for payment of all persons performing labor on the Project under this Contract and furnishing materials in connection with this Contract, as specified in the General Conditions. The surety on such bond or bonds shall be a duly authorized surety company satisfactory to the OWNER and authorized to do business in the Commonwealth of Kentucky.
- B. The Contractor shall furnish the Warranty Bond upon completion of the Work, prior to the Owner's release of the final payment.
- C. All bonds required by this Contract and laws of this State shall be placed with agents licensed in the State of Kentucky. When the premium is paid for such coverage's, the full commission shall be paid to such local agent who shall not divide such commission with any person other than a duly licensed resident local agent.
- D. Contractor shall use standard Performance, Payment, Warranty, and Erosion and Sediment Control Bond forms such as documents provided with this contract book or AIA form A312-1984 (or later), for the Performance and Payment Bonds only. Each document will be for 100% of the Contract Bid Amount.

**11. POWER OF ATTORNEY**

Attorney-in-fact who signs Bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

**12. TAXES AND WORKMEN'S COMPENSATION**

The CONTRACTOR and subcontractor will be required to accept liability for payment of all payroll taxes, sales and use tax, and all other taxes or deductions required by local, state or federal law, such as old age pension, social security, or annuities measured by wages. Each shall carry Workmen's Compensation Insurance to the full amounts as required by Statutes and shall include the cost of all foregoing items in the proposal. The CONTRACTOR will not otherwise be reimbursed or compensated for such tax payments. The CONTRACTOR is urged to ascertain at his own risk his actual tax liability in connection with the execution or performance of his Contract.

**13. LAWS AND REGULATIONS**

The Bidder's attention is directed to the fact that all applicable state laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the Project shall apply to the Contract throughout, and they will be deemed to be included in the contract, the same as though herein written out in full.

**14. EROSION AND SEDIMENT CONTROL AND PERMITS**

The CONTRACTOR and Subcontractors performing work on projects on behalf of the OWNER shall also comply with all applicable federal, state, and local environmental regulations and all requirements and conditions set forth in "special" permits including but not limited to Corp of Engineers 404 permits, 401 Water Quality Certifications, Stream Crossing and Floodplain Encroachment Permits as described in Part 4 General Conditions Paragraph 5.17.

**15. PREVAILING WAGE LAW AND MINIMUM HOURLY RATES**

Federal or state wage rates and regulations, if required for this Project, will be as described in the Special Conditions.

**16. AFFIRMATIVE ACTION PLAN**

The successful Bidder must submit with their Bid, the following items to the Urban County Government:

1. Affirmative Action Plan of the firm
2. Current Work Force Analysis Form
3. Good Faith Effort Documentation

4. List of Disadvantaged Business Enterprise Subcontractors and the Dollar Value of each Subcontract

A Work Force Analysis Form shall be submitted for each Contract. Failure to submit these items as required herein may result in disqualification of the Bidder from award of the Contract.

All submissions should be directed to:

Director, Division of Central Purchasing  
Lexington-Fayette Urban County Government  
200 East Main Street, Third Floor  
Lexington, KY 40507

17. **CONTRACT TIME**

The number of calendar days within which the Work is to be substantially completed and ready for final payment (the Contract Time) is set forth in the Form of Proposal and the Agreement.

18. **SUBSTITUTE OR "OR-EQUAL" ITEMS**

The Contract, if awarded, will be on the basis of materials and equipment described in the Drawings or specified in the Specifications without consideration of possible substitute or "or-equal" items. Whenever it is indicated in the Drawings or specified in the Specifications that a substitute or "or-equal" item of material or equipment may be furnished or used by the CONTRACTOR if acceptable to the ENGINEER and OWNER, application for such acceptance will not be considered by the ENGINEER and OWNER until after the effective date of the Agreement. The procedure for submission of any such application by the CONTRACTOR and consideration by the ENGINEER and OWNER is set forth in the General Conditions.

19. **ALTERNATE BIDS**

**Bidders shall submit alternate Bids/proposals only if and when such alternate Bids/proposals have been specifically requested in an Invitation for Bids.** If alternate Bids/proposals are requested in an Invitation for Bids, the form of submission of such alternate Bid and the conditions under which such alternate Bids will be considered for award of a contract will be established in the Invitation.

Any Bidder who submits a Bid incorporating an alternate proposal when alternate Bids/proposals have not been requested in the Invitation for Bids shall have his/her Bid rejected as non-responsive.

Any Bidder who submits a Bid incorporating two (2) or more prices for an item or groups of items (unless such method of pricing is requested in the Invitation for Bids), or which imposes conditions for acceptance other than those established in the Invitation for Bids, shall have their Bid rejected as non-responsive.

## 20. SIGNING OF AGREEMENT

When OWNER gives a Notice of Award to the successful Bidder, it will be accompanied by the required number of unsigned counterparts of the Agreement with all other written Contract Documents attached. Within ten days thereafter, CONTRACTOR shall sign and deliver the required number of counterparts of the Agreement and attached documents to OWNER with the required Bonds, Certificate of Insurance, and Power of Attorney. The OWNER will deliver one fully signed counterpart to CONTRACTOR at such time as it has been signed by the Mayor.

## 21. ASSISTANCE TO BE OFFERED TO DISADVANTAGED BUSINESS ENTERPRISE (MWDBE) CONTRACTORS

### A. Outreach for MWDBE(s)

The Lexington-Fayette Urban County Government (LFUCG) maintains a database of MWDBE contractors and organizations. When a LFUCG construction project is advertised for Bidding, notices are sent to companies registered at <https://lexingtonky.ionwave.net>. The notices describe the project and indicate the deadline for submitting Bids.

If you wish to be added to the LFUCG MWDBE contractor database, please contact:

Sherita Miller, Division of Central Purchasing  
Lexington-Fayette Urban County Government  
200 East Main Street, Room 338  
Lexington, Kentucky 40507  
[smiller@lexingtonky.gov](mailto:smiller@lexingtonky.gov)

### B. Bid Bond Assistance for MWDBE(s)

For those MWDBE contractors who wish to Bid on LFUCG project, Bid bond assistance is available. This Bid bond assistance is in the form of a "Letter of Certification" which is accepted by the LFUCG's Division of Purchasing, in lieu of a Bid bond. The "Letter of Certification" must be included in the Bid package when it is submitted to the Division of Purchasing. The "Letter of Certification" will reference the specific project for which the Bid is being submitted, and the time and date on which the Bid is due. Bid bond assistance must be requested from the Lexington-Fayette Urban County Government's Division of Central Purchasing.

### C. Eligibility for Bid Bond Assistance for MWDBE(s)

In order to be eligible for any Bid bonding assistance, a MWDBE construction company must be owned or controlled at the level of 51% or more by a member or members of a minority group or females. Prior to receiving assistance, a statement providing evidence of ownership and control of the company by a member or members of a minority group or females must be signed by the Owner or corporate officer and by an attorney or accountant submitted to:

Sherita Miller, Division of Central Purchasing  
Lexington-Fayette Urban County Government  
200 East Main Street, Room 338  
Lexington, Kentucky 40507  
[smiller@lexingtonky.gov](mailto:smiller@lexingtonky.gov)

D. MWDBE Subcontractors

The LFUCG will, upon request, assist prime contractors in the procurement of eligible DBE subcontractors in an effort to achieve 10% minimum MWDBE goal.

For a list of eligible subcontractors, please contact:

Sherita Miller, Division of Central Purchasing  
Lexington-Fayette Urban County Government  
200 East Main Street, Room 338  
Lexington, Kentucky 40507  
[smiller@lexingtonky.gov](mailto:smiller@lexingtonky.gov)

**22. MWDBE PARTICIPATION GOALS**

A. GENERAL

- 1) The LFUCG request all potential contractors to make a concerted effort to include Minority-Owned (MBE), Woman-Owned (WBE), Disadvantaged (DBE) Business Enterprises and Veteran-Owned Small Businesses (VOSB) as subcontractors or suppliers in their bids.
- 2) Toward that end, the LFUCG has established 10% of total procurement costs as a Goal for participation of Minority-Owned, Woman-Owned and Disadvantaged Businesses on this contract.
- 3) **It is therefore a request of each Bidder to include in its bid, the same goal (10%) for MWDBE participation and other requirements as outlined in this section.**
- 4) The LFUCG has also established a 3% of total procurement costs as a Goal for participation for of Veteran-Owned Businesses.
- 5) **It is therefore a request of each Bidder to include in its bid, the same goal (3%) for Veteran-Owned participation and other requirements as outlined in this section.**

B. PROCEDURES

- 1) The successful bidder will be required to report to the LFUCG, the dollar amounts of all payments submitted to Minority-Owned, Woman-Owned or Veteran-Owned subcontractors and suppliers for work done or materials purchased for this contract. (See Subcontractor Monthly Payment Report)
- 2) Replacement of a Minority-Owned, Woman-Owned or Veteran-Owned subcontractor or supplier listed in the original submittal must be requested in writing and must be accompanied by documentation of Good Faith Efforts to replace the subcontractor / supplier

with another MWDBE Firm; this is subject to approval by the LFUCG. (See LFUCG MWDBE Substitution Form)

- 3) For assistance in identifying qualified, certified businesses to solicit for potential contracting opportunities, bidders may contact:
  - a) The Lexington-Fayette Urban County Government, Division of Central Purchasing (859-258-3320)
- 4) The LFUCG will make every effort to notify interested MWDBE and Veteran-Owned subcontractors and suppliers of each Bid Package, including information on the scope of work, the pre-bid meeting time and location, the bid date, and all other pertinent information regarding the project.

#### C. DEFINITIONS

- 1) A Minority-Owned Business Enterprise (MBE) is defined as a business which is certified as being at least 51% owned, managed and controlled by persons of African American, Hispanic, Asian, Pacific Islander, American Indian or Alaskan Native Heritage.
- 2) A Woman-Owned Business Enterprise (WBE) is defined as a business which is certified as being at least 51% owned, managed and controlled by one or more women.
- 3) A Disadvantaged Business (DBE) is defined as a business which is certified as being at least 51% owned, managed and controlled by a person(s) that are economically and socially disadvantaged.
- 4) A Veteran-Owned Small Business (VOSB) is defined as a business which is certified as being at least 51% owned, managed and controlled by a veteran and/or a service disabled veteran.
- 5) Good Faith Efforts are efforts that, given all relevant circumstances, a bidder or proposer actively and aggressively seeking to meet the goals, can reasonably be expected to make. In evaluating good faith efforts made toward achieving the goals, whether the bidder or proposer has performed the efforts outlined in the Obligations of Bidder for Good Faith Efforts outlined in this document will be considered, along with any other relevant factors.

#### D. OBLIGATION OF BIDDER FOR GOOD FAITH EFFORTS

- 1) **The bidder shall make a Good Faith Effort to achieve the Participation Goal for MWDBE and Veteran-Owned subcontractors/suppliers. The failure to meet the goal shall not necessarily be cause for disqualification of the bidder; however, bidders not meeting the goal are required to furnish with their bids written documentation of their Good Faith Efforts to do so.**
- 2) Award of Contract shall be conditioned upon satisfaction of the requirements set forth herein.
- 3) The Form of Proposal includes a section entitled "MWDBE Participation Form". The applicable information must be completed and submitted as outlined below.



- 4) **Failure to submit this information as requested may be cause for rejection of bid or delay in contract award.**

E. DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS

- 1) Bidders reaching the Goal are required to submit only the MWDBE Participation Form.” The form must be fully completed including names and telephone number of participating MWDBE firm(s); type of work to be performed; estimated value of the contract and value expressed as a percentage of the total Lump Sum Bid Price. The form must be signed and dated, and is to be submitted with the bid.
- 2) Bidders not reaching the Goal must submit the “MWDBE Participation Form”, the “Quote Summary Form” and a written statement documenting their Good Faith Effort to do so. If bid includes no MWDBE and/or Veteran participation, bidder shall enter “None” on the subcontractor / supplier form). In addition, the bidder must submit written proof of their Good Faith Efforts to meet the Participation Goal:
  - a. Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow MWDBE firms and Veteran-Owned businesses to participate.
  - b. Included documentation of advertising in the above publications with the bidders good faith efforts package
  - c. Attended LFUCG Central Purchasing Economic Inclusion Outreach event
  - d. Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs and/or Veteran-Owned businesses of subcontracting opportunities
  - e. Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms and Veteran-Owned businesses.
  - f. Requested a list of MWDBE and/or Veteran subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).
  - g. Contacted organizations that work with MWDBE companies for assistance in finding certified MWBDE firms and Veteran-Owned businesses to work on this project. Those contacted and their responses should be a part of the bidder’s good faith efforts documentation.
  - h. Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs and/or Veteran-Owned businesses soliciting their participation in the contract not less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.
  - i. Followed up initial solicitations by contacting MWDBEs and Veteran-Owned Businesses to determine their level of interest.

- j. Provided the interested MWDBE firm and/or Veteran-Owned business with adequate and timely information about the plans, specifications, and requirements of the contract.
- k. Selected portions of the work to be performed by MWDBE firms and/or Veteran-Owned businesses in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE and Veteran participation, even when the prime contractor may otherwise perform these work items with its own workforce
- l. Negotiated in good faith with interested MWDBE firms and Veteran-Owned businesses not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.
- m. Included documentation of quotations received from interested MWDBE firms and Veteran-Owned businesses which were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.
- n. Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a MWDBE and/or Veteran-Owned business's quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE and Veteran goals.
- o. Made an effort to offer assistance to or refer interested MWDBE firms and Veteran-Owned businesses to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal
- p. Made efforts to expand the search for MWBE firms and Veteran-Owned businesses beyond the usual geographic boundaries.
- q. Other--any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE and Veteran participation.

**Note: Failure to submit any of the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement which is subject to review by the MBE Liaison. Documentation of Good Faith Efforts must be submitted with the Bid, if the participation Goal is not met.**



# LEXINGTON

## MINORITY BUSINESS ENTERPRISE PROGRAM

Sherita Miller, MPA  
Minority Business Enterprise Liaison  
Division of Central Purchasing  
Lexington-Fayette Urban County Government  
200 East Main Street  
Lexington, KY 40507  
[smiller@lexingtonky.gov](mailto:smiller@lexingtonky.gov)  
859-258-3323

OUR MISSION: The mission of the Minority Business Enterprise Program is to facilitate the full participation of minority and women owned businesses in the procurement process and to promote economic inclusion as a business imperative essential to the long term economic viability of Lexington-Fayette Urban County Government.

To that end the city council adopted and implemented Resolution 484-2017 – A Certified Minority, Women and Disadvantaged Business Enterprise ten percent (10%) minimum goal and a three (3%) minimum goal for Certified Veteran-Owned Small Businesses and Certified Service Disabled Veteran – Owned Businesses for government contracts.

The resolution states the following definitions shall be used for the purposes of reaching these goals (a full copy is available in Central Purchasing):

***Certified Disadvantaged Business Enterprise (DBE)*** – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a person(s) who is socially and economically disadvantaged as define by 49 CFR subpart 26.

***Certified Minority Business Enterprise (MBE)*** – a business in which at least fifty-one percent (51%) is owned, managed and controlled by an ethnic minority (i.e. African American, Asian American/Pacific Islander, Hispanic Islander, Native American/Native Alaskan Indian) as defined in federal law or regulation as it may be amended from time-to-time.

***Certified Women Business Enterprise (WBE)*** – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a woman.

***Certified Veteran-Owned Small Business (VOSB)*** – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a veteran who served on active duty with the U.S. Army, Air Force, Navy, Marines or Coast Guard.

***Certified Service Disabled Veteran Owned Small Business (SDVOSB)*** – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a disabled veteran who served on active duty with the U.S. Army, Air Force, Navy, Marines or Coast Guard.

The term “Certified” shall mean the business is appropriately certified, licensed, verified, or validated by an organization or entity recognized by the Division of Purchasing as having the appropriate credentials to make a determination as to the status of the business.

To comply with Resolution 484-2017, prime contractors and minority, women and veteran owned businesses must enroll in the new Diverse Business Management Compliance system, <https://lexingtonky.diversitycompliance.com/>

We have compiled the list below to help you locate certified DBE, MBE, WBE and VOSB certified businesses. Below is a listing of contacts for LFUCG Certified MWDBEs and Veteran-Owned Small Businesses in (<https://lexingtonky.ionwave.net>)

<b>Business</b>	<b>Contact</b>	<b>Email Address</b>	<b>Phone</b>
<b>LFUCG</b>	Sherita Miller	<a href="mailto:smiller@lexingtonky.gov">smiller@lexingtonky.gov</a>	859-258-3323
<b>Commerce Lexington – Minority Business Development</b>	Tyrone Tyra	<a href="mailto:ttyra@commercelexington.com">ttyra@commercelexington.com</a>	859-226-1625
<b>Tri-State Minority Supplier Diversity Council</b>	Susan Marston	<a href="mailto:smarston@tsmsdc.com">smarston@tsmsdc.com</a>	502-365-9762
<b>Small Business Development Council</b>	Shawn Rogers UK SBDC	<a href="mailto:shawn.rogers@uky.edu">shawn.rogers@uky.edu</a>	859-257-7666
<b>Community Ventures Corporation</b>	Phyllis Alcorn	<a href="mailto:palcorn@cvky.org">palcorn@cvky.org</a>	859-231-0054
<b>KY Transportation Cabinet (KYTC)</b>	Melvin Bynes	<a href="mailto:Melvin.bynes2@ky.gov">Melvin.bynes2@ky.gov</a>	502-564-3601
<b>KYTC Pre-Qualification</b>	Sheila Eagle	<a href="mailto:Sheila.Eagle@ky.gov">Sheila.Eagle@ky.gov</a>	502-782-4815
<b>Ohio River Valley Women’s Business Council (WBENC)</b>	Sheila Mixon	<a href="mailto:smixon@orvwbc.org">smixon@orvwbc.org</a>	513-487-6537
<b>Kentucky MWBE Certification Program</b>	Yvette Smith, Kentucky Finance Cabinet	<a href="mailto:Yvette.Smith@ky.gov">Yvette.Smith@ky.gov</a>	502-564-8099
<b>National Women Business Owner’s Council (NWBOC)</b>	Janet Harris-Lange	<a href="mailto:janet@nwbooc.org">janet@nwbooc.org</a>	800-675-5066
<b>Small Business Administration</b>	Robert Coffey	<a href="mailto:robertcoffey@sba.gov">robertcoffey@sba.gov</a>	502-582-5971
<b>LaVoz de Kentucky</b>	Andres Cruz	<a href="mailto:lavozdeky@yahoo.com">lavozdeky@yahoo.com</a>	859-621-2106
<b>The Key News Journal</b>	Patrice Muhammad	<a href="mailto:production@keynewsjournal.com">production@keynewsjournal.com</a>	859-685-8488



# LEXINGTON

## LFUCG MWDBE PARTICIPATION FORM

Bid/RFP/Quote Reference # \_\_\_\_\_

The MWDBE and/or veteran subcontractors listed have agreed to participate on this Bid/RFP/Quote. If any substitution is made or the total value of the work is changed prior to or after the job is in progress, it is understood that those substitutions must be submitted to Central Purchasing for approval immediately. **Failure to submit a completed form may cause rejection of the bid.**

MWDBE Company, Name, Address, Phone, Email	MBE WBE or DBE	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1.				
2.				
3.				
4.				

The undersigned company representative submits the above list of MWDBE firms to be used in accomplishing the work contained in this Bid/RFP/Quote. Any misrepresentation may result in the termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

\_\_\_\_\_  
Company

\_\_\_\_\_  
Company Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title



**LEXINGTON**

**LFUCG MWDBE SUBSTITUTION FORM**

**Bid/RFP/Quote Reference #** \_\_\_\_\_

The substituted MWDBE and/or veteran subcontractors listed below have agreed to participate on this Bid/RFP/Quote. These substitutions were made prior to or after the job was in progress. These substitutions were made for reasons stated below and are now being submitted to Central Purchasing for approval. By the authorized signature of a representative of our company, we understand that this information will be entered into our file for this project.

SUBSTITUTED MWDBE Company Name, Address, Phone, Email	MWDBE Formally Contracted/ Name, Address, Phone, Email	Work to Be Performed	Reason for the Substitution	Total Dollar Value of the Work	% Value of Total Contract
1.					
2.					
3.					
4.					

The undersigned acknowledges that any misrepresentation may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

\_\_\_\_\_  
**Company**

\_\_\_\_\_  
**Company Representative**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Title**



# LEXINGTON

## MWDBE QUOTE SUMMARY FORM

Bid/RFP/Quote Reference # \_\_\_\_\_

The undersigned acknowledges that the minority and/or veteran subcontractors listed on this form did submit a quote to participate on this project. Failure to submit this form may cause rejection of the bid.

Company Name	Contact Person
Address/Phone/Email	Bid Package / Bid Date

MWDBE Company Address	Contact Person	Contact Information (work phone, Email, cell)	Date Contacted	Services to be performed	Method of Communication (email, phone meeting, ad, event etc)	Total dollars \$\$ Do Not Leave Blank (Attach Documentation)	MBE * AA HA AS NA Female	Veteran

(MBE designation / AA=African American / HA= Hispanic American/AS = Asian American/Pacific Islander/ NA= Native American)

The undersigned acknowledges that all information is accurate. Any misrepresentation may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and claims.

\_\_\_\_\_  
Company

\_\_\_\_\_  
Company Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title



# LEXINGTON

## LFUCG SUBCONTRACTOR MONTHLY PAYMENT REPORT

The LFUCG has a 10% goal plan adopted by city council to increase the participation of minority and women owned businesses in the procurement process. The LFUCG also has a 3% goal plan adopted by cited council to increase the participation of veteran owned businesses in the procurement process. In order to measure that goal LFUCG will track spending with MWDBE and Veteran contractors on a monthly basis. By the signature below of an authorized company representative, you certify that the information is correct, and that each of the representations set forth below is true. Any misrepresentation may result in termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims. Please submit this form monthly to the Division of Central Purchasing/ 200 East Main Street / Room 338 / Lexington, KY 40507.

**Bid/RFP/Quote #** \_\_\_\_\_

**Total Contract Amount Awarded to Prime Contractor for this Project** \_\_\_\_\_

<b>Project Name/ Contract #</b>	<b>Work Period/ From:</b> _____ <b>To:</b> _____
<b>Company Name:</b>	<b>Address:</b>
<b>Federal Tax ID:</b>	<b>Contact Person:</b>

Subcontractor Vendor ID (name, address, phone, email)	Description of Work	Total Subcontract Amount	% of Total Contract Awarded to Prime for this Project	Total Amount Paid for this Period	Purchase Order number for subcontractor work (please attach PO)	Scheduled Project Start Date	Scheduled Project End Date

By the signature below of an authorized company representative, you certify that the information is correct, and that each of the representations set forth below is true. Any misrepresentations may result in the termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims.

\_\_\_\_\_  
**Company**

\_\_\_\_\_  
**Company Representative**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Title**



**LFUCG STATEMENT OF GOOD FAITH EFFORTS**  
**Bid/RFP/Quote #98-2021**

By the signature below of an authorized company representative, we certify that we have utilized the following Good Faith Efforts to obtain the maximum participation by MWDBE and Veteran-Owned business enterprises on the project and can supply the appropriate documentation.

\_\_\_\_\_ Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow MWDBE firms and Veteran-Owned businesses to participate.

\_\_\_\_\_ Included documentation of advertising in the above publications with the bidders good faith efforts package

\_\_\_\_\_ Attended LFUCG Central Purchasing Economic Inclusion Outreach event

\_\_\_\_\_ Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs and/or Veteran-Owned Businesses of subcontracting opportunities

\_\_\_\_\_ Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms and Veteran-Owned businesses

\_\_\_\_\_ Requested a list of MWDBE and/or Veteran subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).

\_\_\_\_\_ Contacted organizations that work with MWDBE companies for assistance in finding certified MWBDE firms and Veteran-Owned businesses to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.

\_\_\_\_\_ Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs soliciting their participation in the contract not less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.

\_\_\_\_\_ Followed up initial solicitations by contacting MWDBEs and Veteran-Owned businesses to determine their level of interest.

\_\_\_\_\_ Provided the interested MWBDE firm and/or Veteran-Owned business with adequate and timely information about the plans, specifications, and requirements of the contract.

\_\_\_\_\_ Selected portions of the work to be performed by MWDBE firms and/or Veteran-Owned businesses in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE and Veteran participation, even when the prime contractor may otherwise perform these work items with its own workforce

\_\_\_\_\_ Negotiated in good faith with interested MWDBE firms and Veteran-Owned businesses not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.

\_\_\_\_\_ Included documentation of quotations received from interested MWDBE firms and Veteran-Owned businesses which were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.

\_\_\_\_\_ Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a MWDBE and/or Veteran-Owned business's quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE and Veteran goals.

\_\_\_\_\_ Made an effort to offer assistance to or refer interested MWDBE firms and Veteran-Owned businesses to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal

\_\_\_\_\_ Made efforts to expand the search for MWBE firms and Veteran-Owned businesses beyond the usual geographic boundaries.

\_\_\_\_\_ Other--any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE and Veteran participation.

**NOTE: Failure to submit any of the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement which is subject to approval by the MBE Liaison. Documentation of Good Faith Efforts must be submitted with the Bid, if the participation Goal is not met.**

The undersigned acknowledges that all information is accurate. Any misrepresentations may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and claims.

\_\_\_\_\_  
Company

\_\_\_\_\_  
Company Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

#### A. GENERAL

- 1) The LFUCG request all potential contractors to make a concerted effort to include Minority-Owned (MBE), Woman-Owned (WBE), Disadvantaged (DBE) Business Enterprises and Veteran-Owned Small Businesses (VOSB) as subcontractors or suppliers in their bids.
- 2) Toward that end, the LFUCG has established 10% of total procurement costs as a Goal for participation of Minority-Owned, Woman-Owned and Disadvantaged Businesses on this contract.
- 3) **It is therefore a request of each Bidder to include in its bid, the same goal (10%) for MWDBE participation and other requirements as outlined in this section.**
- 4) The LFUCG has also established a 3% of total procurement costs as a Goal for participation for of Veteran-Owned Businesses.
- 5) **It is therefore a request of each Bidder to include in its bid, the same goal (3%) for Veteran-Owned participation and other requirements as outlined in this section.**

#### B. PROCEDURES

- 1) The successful bidder will be required to report to the LFUCG, the dollar amounts of all payments submitted to Minority-Owned, Woman-Owned or Veteran-Owned subcontractors and suppliers for work done or materials purchased for this contract. (See Subcontractor Monthly Payment Report)
- 2) Replacement of a Minority-Owned, Woman-Owned or Veteran-Owned subcontractor or supplier listed in the original submittal must be requested in writing and must be accompanied by documentation of Good Faith Efforts to replace the subcontractor / supplier with another MWDBE Firm; this is subject to approval by the LFUCG. (See LFUCG MWDBE Substitution Form)
- 3) For assistance in identifying qualified, certified businesses to solicit for potential contracting opportunities, bidders may contact:
  - a) The Lexington-Fayette Urban County Government, Division of Central Purchasing (859-258-3320)
- 4) The LFUCG will make every effort to notify interested MWDBE and Veteran-Owned subcontractors and suppliers of each Bid Package, including information on the scope of work, the pre-bid meeting time and location, the bid date, and all other pertinent information regarding the project.

#### C. DEFINITIONS

- 1) A Minority-Owned Business Enterprise (MBE) is defined as a business which is certified as being at least 51% owned, managed and controlled by persons of African American, Hispanic, Asian, Pacific Islander, American Indian or Alaskan Native Heritage.

- 2) A Woman-Owned Business Enterprise (WBE) is defined as a business which is certified as being at least 51% owned, managed and controlled by one or more women.
- 3) A Disadvantaged Business (DBE) is defined as a business which is certified as being at least 51% owned, managed and controlled by a person(s) that are economically and socially disadvantaged.
- 4) A Veteran-Owned Small Business (VOSB) is defined as a business which is certified as being at least 51% owned, managed and controlled by a veteran and/or a service disabled veteran.
- 5) Good Faith Efforts are efforts that, given all relevant circumstances, a bidder or proposer actively and aggressively seeking to meet the goals, can reasonably be expected to make. In evaluating good faith efforts made toward achieving the goals, whether the bidder or proposer has performed the efforts outlined in the Obligations of Bidder for Good Faith Efforts outlined in this document will be considered, along with any other relevant factors.

#### D. OBLIGATION OF BIDDER FOR GOOD FAITH EFFORTS

- 1) **The bidder shall make a Good Faith Effort to achieve the Participation Goal for MWDBE and Veteran-Owned subcontractors/suppliers. The failure to meet the goal shall not necessarily be cause for disqualification of the bidder; however, bidders not meeting the goal are required to furnish with their bids written documentation of their Good Faith Efforts to do so.**
- 2) Award of Contract shall be conditioned upon satisfaction of the requirements set forth herein.
- 3) The Form of Proposal includes a section entitled "MWDBE Participation Form". The applicable information must be completed and submitted as outlined below.
- 4) **Failure to submit this information as requested may be cause for rejection of bid or delay in contract award.**

#### E. DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS

- 1) Bidders reaching the Goal are required to submit only the MWDBE Participation Form." The form must be fully completed including names and telephone number of participating MWDBE firm(s); type of work to be performed; estimated value of the contract and value expressed as a percentage of the total Lump Sum Bid Price. The form must be signed and dated, and is to be submitted with the bid.
- 2) Bidders not reaching the Goal must submit the "MWDBE Participation Form", the "Quote Summary Form" and a written statement documenting their Good Faith Effort to do so. If bid includes no MWDBE and/or Veteran participation, bidder shall enter "None" on the subcontractor / supplier form). In addition, the bidder must submit written proof of their Good Faith Efforts to meet the Participation Goal:

- a. Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow MWDBE firms and Veteran-Owned businesses to participate.
- b. Included documentation of advertising in the above publications with the bidders good faith efforts package
- c. Attended LFUCG Central Purchasing Economic Inclusion Outreach event
- d. Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs and/or Veteran-Owned businesses of subcontracting opportunities
- e. Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms and Veteran-Owned businesses.
- f. Requested a list of MWDBE and/or Veteran subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).
- g. Contacted organizations that work with MWDBE companies for assistance in finding certified MWBDE firms and Veteran-Owned businesses to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.
- j. Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs and/or Veteran-Owned businesses soliciting their participation in the contract not less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.
- k. Followed up initial solicitations by contacting MWDBEs and Veteran-Owned Businesses to determine their level of interest.
- j. Provided the interested MWBDE firm and/or Veteran-Owned business with adequate and timely information about the plans, specifications, and requirements of the contract.
- k. Selected portions of the work to be performed by MWDBE firms and/or Veteran-Owned businesses in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE and Veteran participation, even when the prime contractor may otherwise perform these work items with its own workforce
- l. Negotiated in good faith with interested MWDBE firms and Veteran-Owned businesses not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.

m. Included documentation of quotations received from interested MWDBE firms and Veteran-Owned businesses which were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.

n. Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a MWDBE and/or Veteran-Owned business's quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE and Veteran goals.

o. Made an effort to offer assistance to or refer interested MWDBE firms and Veteran-Owned businesses to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal

p. Made efforts to expand the search for MWBE firms and Veteran-Owned businesses beyond the usual geographic boundaries.

q. Other--any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE and Veteran participation.

**Note: Failure to submit any of the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement which is subject to review by the MBE Liaison. Documentation of Good Faith Efforts must be submitted with the Bid, if the participation Goal is not met.**

- END OF SECTION -

**PART III**  
**FORM OF PROPOSAL**  
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**PART III**

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**Invitation to Bid No. 98-2021**

**Kearney Ridge and Beaumont Woods Detention Basin Improvements**

**1. FORM OF PROPOSAL**

Place: Lexington, Kentucky

Date: \_\_\_\_\_

The following Form of Proposal shall be followed exactly in submitting a proposal for this Work.

This Proposal Submitted by \_\_\_\_\_

\_\_\_\_\_  
(Name and Address of Bidding Contractor)

(Hereinafter called "Bidder"), organized and existing under the laws of the State of \_\_\_\_\_, doing business as \_\_\_\_\_  
\_\_\_\_\_ "a corporation," "a partnership", or an "individual" as applicable.

To: Lexington-Fayette Urban County Government  
(Hereinafter called "OWNER")  
Office of the Director of Purchasing  
200 East Main Street, 3rd Floor  
Lexington, KY 40507

Gentlemen:

The Bidder, in compliance with your Invitation for Bids for the **Kearney Ridge and Beaumont Woods Detention Basin Improvements** having examined the Plans and Specifications with related documents, having examined the site for proposed Work, and being familiar with all of the conditions surrounding the construction of the proposed Project, including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to construct the Project in accordance with the Contract Documents, within the time set forth therein, and at the lump sum and/or unit prices stated hereinafter. These prices are to cover all expenses incurred in performing the Work required under the Contract Documents, of which this proposal is a part. The OWNER will issue work orders for work to be performed under this Contract.



BIDDER hereby agrees to commence Work under this contract on or before a date to be specified in the Notice to Proceed and to fully complete the project within the time provided in the Purchase Order or Work Orders issued by the OWNER. BIDDER further agrees to pay liquidated damages, the sum of \$1,000.00 for each consecutive calendar day thereafter.

The Bidder hereby acknowledges receipt of the following addenda:

- Addendum No. \_\_\_\_ Date \_\_\_\_\_
- Addendum No. \_\_\_\_ Date \_\_\_\_\_
- Addendum No. \_\_\_\_ Date \_\_\_\_\_
- Addendum No. \_\_\_\_ Date \_\_\_\_\_
- Addendum No. \_\_\_\_ Date \_\_\_\_\_
- Addendum No. \_\_\_\_ Date \_\_\_\_\_
- Addendum No. \_\_\_\_ Date \_\_\_\_\_
- Addendum No. \_\_\_\_ Date \_\_\_\_\_

Insert above the number and the date of any Addendum issued and received. If none has been issued and received, the word "NONE" should be inserted.

**2. LEGAL STATUS OF BIDDER**

Bidder \_\_\_\_\_

Date \_\_\_\_\_

\* 1. A corporation duly organized and doing business under the laws of the State of \_\_\_\_\_, for whom \_\_\_\_\_, bearing the official title of \_\_\_\_\_, whose signature is affixed to this Bid/Proposal, is duly authorized to execute contracts.

\* 2. A Partnership, all of the members of which, with addresses are: (Designate general partners as such)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\* 3. An individual, whose signature is affixed to this Bid/Proposal (please print name)

\_\_\_\_\_  
\_\_\_\_\_

\*(The Bidder shall fill out the appropriate form and strike out the other two.)

3. **BIDDERS AFFIDAVIT**

Comes the Affiant, \_\_\_\_\_, and after being first duly sworn, states under penalty of perjury as follows:

1. His/her name is \_\_\_\_\_ and he/she is the individual submitting the bid or is the authorized representative of \_\_\_\_\_, 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.
3. Bidder will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.
4. 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.
5. 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.
6. Bidder has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as the "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.

\_\_\_\_\_  
(Affiant)

**STATE OF** \_\_\_\_\_

**COUNTY OF** \_\_\_\_\_

The foregoing instrument was subscribed, sworn to and acknowledged before me by

\_\_\_\_\_ on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

My Commission expires: \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC, STATE AT LARGE

**4. BID SCHEDULE – SCHEDULE OF VALUES**

The Bidder agrees to perform all the Work described in the Specifications and shown on the Plans for the following proposed lump sum and/or unit prices, if applicable, which shall include the furnishing of all labor, materials, supplies, equipment and/or vehicle usage, services, all items of cost, overhead, taxes (federal, state, local), and profit for the Contractor and any Subcontractor involved, within the time set forth herein. If unit prices are applicable, Bidder must make the extensions and additions showing the total amount of bid.

Form of proposal must include unit bid prices written in words and in numbers OR bid may be considered non-responsive. In case of price discrepancy, unit bid price written in words will prevail followed by unit price written in number.

If the unit price and the item total are illegible or are omitted, the bid may be determined nonresponsive. If a lump sum total price is illegible or is omitted, the bid may be determined nonresponsive.

**All Pricing must be submitted in Ionwave for a responsive bid.**

For a lump sum-based bid, the item total is the bid amount the Division uses for bid comparison. In addition to the Total Lump Sum Bid Price (Bid Schedule Item 3), both individual Lump Sum bid prices for Kearney Ridge (Bid Schedule Item 1) **AND** Beaumont Woods Detention Basin Improvements (Bid Schedule Item 2) shall be completed to be considered a responsive bid.

The LFUCG’s decision on the bid amount is final.

The contract, if awarded, will be on the basis of materials and equipment specified in the specifications without consideration of possible substitute or “or equal” items.

**The CONTRACTOR shall provide total lump sum bid prices for items 1 through 3 to be considered a responsive bid. In the event of additional quantities authorized by the ENGINEER or OWNER, the CONTRACTOR shall provide unit prices for the following items (items 4 through 29):**

Item No.	Description w/ Bid Price Written in Words	Unit	Unit Price
1	Kearney Ridge Detention Basin Improvements _____ Dollars and _____ Cents per unit	LS	\$ _____
2	Beaumont Woods Detention Basin Improvements _____ Dollars and _____ Cents per unit	LS	\$ _____
3	Kearney Ridge and Beaumont Woods Detention Basin Improvements _____ Dollars and _____ Cents per unit	LS	\$ _____

Item No.	Description w/ Bid Price Written in Words	Unit	Unit Price
4	Mobilization and Demobilization _____ Dollars and _____ Cents per unit	LS	\$ _____
5	Clearing and Grubbing _____ Dollars and _____ Cents per unit	LS	\$ _____
6	Construction Staking _____ Dollars and _____ Cents per unit	LS	\$ _____
7	Stabilized Construction Entrance _____ Dollars and _____ Cents per unit	LS	\$ _____
8	Embankment _____ Dollars and _____ Cents per unit	CY	\$ _____
9	Remove and Replace Fence _____ Dollars and _____ Cents per unit	LF	\$ _____
10	Remove Headwall and Inlet Structure _____ Dollars and _____ Cents per unit	EA	\$ _____
11	Remove Trees (5" to 12" in Diameter) _____ Dollars and _____ Cents per unit	EA	\$ _____
12	2' x 2' Catch Basin with Beehive Grate _____ Dollars and _____ Cents per unit	EA	\$ _____
13	Concrete Apron and Wingwalls _____ Dollars and _____ Cents per unit	EA	\$ _____

Item No.	Description w/ Bid Price Written in Words	Unit	Unit Price
14	Slope Protection (Type II Channel Lining) _____ Dollars and _____ Cents per unit	TON	\$ _____
15	Anti-Seep Collar _____ Dollars and _____ Cents per unit	EA	\$ _____
16	Channel Lining (Flexamat Plus or Approved Equal) _____ Dollars and _____ Cents per unit	SY	\$ _____
17	MarMac Seal, Wrap, and/or Coupling (or Approved Equivalent) _____ Dollars and _____ Cents per unit	EA	\$ _____
18	18" Stormwater Pipe (RCP) _____ Dollars and _____ Cents per unit	LF	\$ _____
19	30" Stormwater Pipe (RCP) _____ Dollars and _____ Cents per unit	LF	\$ _____
20	30" Pipe Culvert Headwall _____ Dollars and _____ Cents per unit	EA	\$ _____
21	Monolithic Concrete Curb and Gutter Removal and Replacement _____ Dollars and _____ Cents per unit	LF	\$ _____
22	Concrete Sidewalk _____ Dollars and _____ Cents per unit	SY	\$ _____
23	Site Restoration, Sod (Method A) _____ Dollars and _____ Cents per unit	SY	\$ _____
24	Site Restoration, Seed and Straw (Method B) _____ Dollars and _____ Cents per unit	SY	\$ _____

Item No.	Description w/ Bid Price Written in Words	Unit	Unit Price
25	Site Restoration, Seed, Straw and Net (Method C) _____ Dollars and _____ Cents per unit	SY	\$ _____
26	Erosion Control Blanket (ECB) _____ Dollars and _____ Cents per unit	SY	\$ _____
27	Silt Trap (KYTC Type C) _____ Dollars and _____ Cents per unit	EA	\$ _____
28	Erosion Prevention and Sediment Control Maintenance _____ Dollars and _____ Cents per unit	MO	\$ _____
29	Construction Dewatering _____ Dollars and _____ Cents per unit	MO	\$ _____

**All Pricing must be submitted in Ionwave for a responsive bid.**

**The ENGINEER's Estimated Quantities shown in the Construction Plans are to be considered approximate. It is the CONTRACTOR's responsibility to verify and determine quantities and unit costs that reflect the Total Lump Sum Costs for the entire project. Once the bid is submitted, the CONTRACTOR will not be permitted to alter the unit prices identified in the Bid Schedule.**

Submitted by:

\_\_\_\_\_  
*Firm*

\_\_\_\_\_  
*Address*

\_\_\_\_\_  
*City, State & Zip*

***Bid must be signed:  
(original signature)***

\_\_\_\_\_  
***Signature of Authorized Company Representative – Title***

\_\_\_\_\_  
*Representative/s Name (Typed or Printed)*

\_\_\_\_\_  
*Area Code – Phone – Extension* *Fax #*

\_\_\_\_\_  
*E-Mail Address*

**OFFICIAL ADDRESS:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ (Seal if Bid is by Corporation)

***By signing this form, you agree to ALL terms, conditions, and associated forms in this bid package.***



**5. STATEMENT OF BIDDER'S QUALIFICATIONS**

The following statement of the Bidder's qualifications is required to be filled in, executed, and submitted with the Proposal:

- 1. Name of Bidder: \_\_\_\_\_
- 2. Permanent Place of Business: \_\_\_\_\_
- 3. When Organized: \_\_\_\_\_
- 4. Where Incorporated: \_\_\_\_\_
- 5. Construction Plant and Equipment Available for this Project:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Attach Separate Sheet If Necessary)

- 6. Financial Condition:  

If specifically requested by the OWNER, the apparent low Bidder is required to submit its latest three (3) years audited financial statements to the OWNER'S Division of Central Purchasing within seven (7) calendar days following the bid opening.
- 7. In the event the Contract is awarded to the undersigned, surety bonds will be furnished by:  
\_\_\_\_\_  
(Surety)  
  
Signed: \_\_\_\_\_ (Representative of Surety)
- 8. The following is a list of similar projects performed by the Bidder: (Attach separate sheet if necessary).

<u>NAME</u>	<u>LOCATION</u>	<u>CONTRACT SUM</u>

9. The Bidder has now under contract and bonded the following projects:

<u>NAME</u>	<u>LOCATION</u>	<u>CONTRACT SUM</u>

10. List Key Bidder Personnel who will work on this Project.

<u>NAME</u>	<u>POSITION DESCRIPTION</u>	<u>NO. OF YEARS WITH BIDDER</u>

11. DBE Participation on current bonded projects under contract:

<u>SUBCONTRACTORS</u> <u>(LIST)</u>	<u>PROJECT</u> <u>(SPECIFIC TYPE)</u>	<u>DBE</u>	<u>% of WORK</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

(USE ADDITIONAL SHEETS IF NECESSARY)

12. We acknowledge that, if we are the apparent low Bidder, we may be required to submit to the OWNER within 7 calendar days following the Bid Opening, a sworn statement regarding all current work on hand and under contract, and a statement on the OWNER'S form of the experience of our officers, office management and field management personnel. Additionally, if requested by the OWNER, we will within 7 days following the request submit audited financial statements and loss history for insurance claims for the 3 most recent years (or a lesser period stipulated by the OWNER).

**6. LIST OF PROPOSED SUBCONTRACTORS**

The following list of proposed subcontractors is required by the OWNER to be executed, completed and submitted with the BIDDER'S FORM OF PROPOSAL. All subcontractors are subject to approval of the Lexington-Fayette Urban County Government. Failure to submit this list completely filled out may be cause for rejection of bid.

<u>BRANCH OF WORK - LIST EACH Work</u>	<u>SUBCONTRACTOR</u>	<u>DBE</u>	<u>% of</u>
<u>MAJOR ITEM</u> Such as: Grading, bituminous paving, concrete, seeding and protection, construction staking, etc.		<u>Yes/No</u>	
1. _____ _____	Name: _____  Address: _____	_____	
2. _____ _____	Name: _____  Address: _____	_____	
3. _____ _____	Name: _____  Address: _____	_____	
4. _____ _____	Name: _____  Address: _____	_____	
5. _____ _____	Name: _____  Address: _____	_____	
6. _____ _____	Name: _____  Address: _____	_____	
7. _____ _____	Name: _____	_____	

(Attach additional sheet(s) if necessary.)

**7. AUTHENTICATION OF BID AND STATEMENT OF NON-COLLUSION AND CONFLICT OF INTEREST**

I hereby swear (or affirm) under the penalty for false swearing:

1. That I am the Bidder (if the Bidder is an individual), a partner of the Bidder (if the Bidder is a partnership), or an officer or employee of the bidding corporation having authority to sign on its behalf (if the Bidder is a corporation);
2. That the attached bid has been arrived at by the Bidder independently, and has been submitted without collusion with, and without any agreement, understanding or planned common course of action, with any other contractor, vendor of materials, supplies, equipment or services described in the Invitation to Bid, designed to limit independent bidding or competition;
3. That the contents of the bid or bids have not been communicated by the Bidder or its employees or agents to any person not an employee or agent of the Bidder or its surety on any bond furnished, with the bid or bids, and will not be communicated to any such person, prior to the official opening of the bid or bids;
4. That the Bidder is legally entitled to enter into the contracts with the Lexington-Fayette Urban County Government, and is not in violation of any prohibited conflict of interest;
5. (Applicable to corporation only) That as a foreign corporation, we are registered with the Secretary of State, Commonwealth of Kentucky, and authorized to do business in the State \_\_\_\_\_ or, that as a domestic corporation, we are in good standing with the Secretary of State, Commonwealth of Kentucky \_\_\_\_\_. Check the statement applicable.
6. This offer is for 60 calendar days from the date this bid is opened. In submitting the above, it is expressly agreed that, upon proper acceptance by the Lexington-Fayette Urban County Government of any or all items bid above, a contract shall thereby be created with respect to the items accepted.
7. That I have fully informed myself regarding the accuracy of the statements made in this statement.
8. That I certify that Subcontractors have not and will not be awarded to any firm(s) that have been debarred from noncompliance with the Federal Labor Standards, Title VI of the Civil Rights Act of 1964 As Amended, Executive Order 11246 As Amended or any other Federal Law.

**8. STATEMENT OF EXPERIENCE**

NAME OF INDIVIDUAL: \_\_\_\_\_

POSITION/TITLE: \_\_\_\_\_

STATEMENT OF EXPERIENCE: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

NAME OF INDIVIDUAL: \_\_\_\_\_

POSITION/TITLE: \_\_\_\_\_

STATEMENT OF EXPERIENCE: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

NAME OF INDIVIDUAL: \_\_\_\_\_

POSITION/TITLE: \_\_\_\_\_

STATEMENT OF EXPERIENCE: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

NAME OF INDIVIDUAL: \_\_\_\_\_

POSITION/TITLE: \_\_\_\_\_

STATEMENT OF EXPERIENCE: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

NAME OF INDIVIDUAL: \_\_\_\_\_

POSITION/TITLE: \_\_\_\_\_

STATEMENT OF EXPERIENCE: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

NAME OF INDIVIDUAL: \_\_\_\_\_

POSITION/TITLE: \_\_\_\_\_

STATEMENT OF EXPERIENCE: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\* Include all officers, office management's, Affirmative Action officials, and field management personnel. (Attach separate sheets if necessary.)

9. 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 subcontractor 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 handicap.*
- \* 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 contractor 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, Vietnam veterans, handicapped, and aged persons.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name of Business

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.

The Kentucky equal Employment Opportunity Act of 1978 (KRS 45.560-45.640) requires that any count, 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:

- (1) *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 contract 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 – 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 circumstances.*

**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 quoted above to be included as special conditions 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.

10. **EQUAL EMPLOYMENT OPPORTUNITY AFFIRMATIVE ACTION POLICY**

It is the policy of \_\_\_\_\_  
to assure that all applicants for employment and all employees are treated on a fair and equitable basis without regard to their race, religion, sex, color, handicap, natural origin or age.

Such action shall include employment, promotion, demotion, recruitment or recruitment advertising, layoff or termination, rates of pay and other forms of compensation, and selection for training, whether apprenticeship and/or on-the-job-training.

Furthermore, this company agrees to make special recruitment efforts to hire the protected class whenever feasible. This company also agrees to adhere to all applicable federal, state, and local laws relating to Equal Employment Opportunity for all individuals.

**11. WORKFORCE ANALYSIS FORM**

Name of Organization: \_\_\_\_\_ Date: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

Categories	Total	White		Black		Other		Total	
		M	F	M	F	M	F	M	F
Administrators									
Professionals									
Superintendents									
Supervisors									
Foremen									
Technicians									
Protective Service									
Para-Professionals									
Office/Clerical									
Skilled Craft									
Service/Maintenance									
Total:									

Prepared By: \_\_\_\_\_

## 12. EVIDENCE OF INSURABILITY

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT CONSTRUCTION PROJECT  
(Use separate form for each Agency or Brokerage agreeing to provide coverage)

Names Insured: \_\_\_\_\_ Employee ID: \_\_\_\_\_  
 Address: \_\_\_\_\_ Phone: \_\_\_\_\_

Project to be insured: \_\_\_\_\_

In lieu of obtaining certificates of insurance at this time, the undersigned agrees to provide the above Named Insured with the minimum coverage listed below. These are outlined in the Insurance and Risk Management of Part V (Special Conditions), including all requirements, and conditions:

Section Items	Coverage	Minimum Limits and Policy Requirements	Limits Provided To Insured	Name of Insurer	A.M. Best's Code	Rating
SC-3, Section 2, Part 4.1 – see provisions	CGL	\$1,000,000 per occ. And \$2,000,000 aggregate	\$			
SC-3, Section 2, Part 4.1 – see provisions	AUTO	\$2,000,000/per occ.	\$			
SC-3, Section 2, Part 4.1 – see provisions	WC	Statutory w /endorsement as noted	\$			

Section 2 includes required provisions, statements regarding insurance requirements, and the undersigned agrees to abide by all provisions for the coverage's checked above unless stated otherwise when submitting.

Agency or Brokerage \_\_\_\_\_ Name of Authorized Representative \_\_\_\_\_  
 Street Address \_\_\_\_\_ Title \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Authorized Signature \_\_\_\_\_  
 Telephone Number \_\_\_\_\_ Date \_\_\_\_\_

NOTE: Authorized signatures may be the agent's if agent has placed insurance through an agency agreement with the insurer. If insurance is brokered, authorized signature must be that of authorized representative of insurer.

**IMPORTANT: Contract may not be awarded if a completed and signed copy of this form for all coverage's listed above is not provided with the bid.**

**13. DEBARRED FIRMS**

**PROJECT NAME: KEARNEY RIDGE AND BEAUMONT WOODS DETENTION  
BASIN IMPROVEMENTS**

**BID NUMBER: 98-2021**

**LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT  
LEXINGTON, KY**

All prime Contractors shall certify that Subcontractors have not and will not be awarded to any firms that has been debarred for noncompliance with the Federal Labor Standards, Title VI of the Civil Rights Act of 1964 As Amended, Executive Order 11246 As Amended or any other Federal Law.

All bidders shall complete the attached certification in duplicate and submit both copies to the Owner with the bid proposal. The Owner (grantee) shall transmit one copy to the Lexington-Fayette Urban County Government, Division of Community Development, within fourteen (14) days after bid opening.

The undersigned hereby certifies that the firm of \_\_\_\_\_ has not and will not award a subcontract, in connection with any contract award to it as the result of this bid, to any firm that has been debarred for noncompliance with the Federal labor Standards, Title VI of the civil Rights Act of 1964, Executive Order 11246 as amended or any Federal Law.

\_\_\_\_\_  
Name of Firm Submitting Bid

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**14. DEBARMENT CERTIFICATION**

All contractors/subcontractors shall complete the following certification and submit it with the bid proposal.

The contractor/subcontractor certifies in accordance with Executive Order 12549 (Debarment and Suspension 2/18/86) that to the best of its knowledge and belief, that it and its principals:

- 1) Are not presently debarred, suspended, proposed for debarment, declared negligible, or voluntarily excluded from covered transactions or contract by any Federal department or agency for noncompliance with the Federal Labor Standards, Title VI of the Civil Rights Act of 1964 as amended, Executive Order 11246 as amended or any other Federal law;
  - a) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - b) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(a) of this certification; and
  - c) Have not within a three year period preceding this bid has one or more public (Federal, State or local) transactions or contracts terminated for cause or default.
- 2) Where the contractor is unable to certify to any of the statements in this certification, such prospective contractors shall attach an explanation to this certification form.

Firm Name: \_\_\_\_\_

Project: \_\_\_\_\_

Printed Name and Title of Authorized Representative: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

- END OF SECTION -

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**GENERAL CONDITIONS**  
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**PART IV**  
**GENERAL CONDITIONS**

**1. DEFINITIONS**

Wherever used in these General Conditions or the other Contract Documents, the following terms have the meanings indicated which are applicable to both the singular and plural thereof.

**1.1 Addenda**

Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bid Documents or the Contract Documents.

**1.2 Agreement**

The written agreement between OWNER and CONTRACTOR covering the Work to be performed; other Contract Documents are attached to the Agreement and made a part thereof as provided therein.

**1.3 Application for Payment**

The form accepted by ENGINEER which is to be used by CONTRACTOR in requesting progress or final payments and which is to include such supporting documentation as is required by the Contract Documents.

**1.4 Bid**

The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

**1.5 Bidder**

An individual, partnership, or corporation, who submit a Bid for a prime contract with the OWNER, for the Work described in the proposed Contract Documents.

**1.6 Bonds**

Bid, performance and payment bonds and other instruments of security.

**1.7 Calendar Day**

A calendar day of twenty-four hours measured from midnight to the next midnight shall constitute a day.

**1.8 Change Order**

A document recommended by ENGINEER, which is signed by CONTRACTOR and OWNER and authorizes an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Time, issued on or after the Effective Date of the Agreement.

**1.9 Contract Documents**

The Advertisement for Bidders, Information for Bidders, Agreement, Addenda (which pertain to the Contract Documents), CONTRACTOR'S Bid (including documentation accompanying the Bid and any post-bid documentation submitted prior to the Notice of Award) when attached as an exhibit to the Agreement, the Bonds, these General Conditions, the Special Conditions, the Specifications and the Drawings as the same are more specifically identified in the Agreement, together with all amendments, modifications and supplements.

**1.10 Contract Unit Price**

The monies payable by OWNER to CONTRACTOR under the Contract Documents as stated in the Agreement. Unit Prices are to be firm for the term of this Contract.

**1.11 Contract Time**

The number of consecutive calendar days between the date of issuance of the Notice to Proceed and the contract completion date.

**1.12 CONTRACTOR**

The person, firm or corporation with whom OWNER has entered into the Agreement.

**1.13 Defective**

An adjective which when modifying the word Work refers to Work that is unsatisfactory, faulty or deficient, or does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents, or has been damaged prior to ENGINEER'S recommendation of final payment (unless responsibility for the protection thereof has been assumed by OWNER).

**1.14 Drawings**

The drawings which show the character and scope of the Work to be performed and which have been prepared or approved by ENGINEER and are referred to in the Contract Documents.

**1.15 Effective Date of the Agreement**

The date indicated in the Agreement on which it becomes effective.

**1.16 ENGINEER**

The Lexington-Fayette Urban County Government Division of Water Quality or its authorized representative.

**1.17 Field Order**

A documented order issued by ENGINEER which orders minor changes in the Work, but which does not involve a change in the Contract Price or the Contract Time.

**1.18 Giving Notice**

Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

**1.19 Laws and Regulations**

Laws, rules, regulations, ordinances, codes and/or orders.

**1.20 Notice of Award**

The written notice by OWNER to the apparent successful bidder stating that upon compliance by the apparent successful bidder with the conditions enumerated therein, within the time specified, OWNER will sign and deliver the Agreement.

**1.21 Notice to Proceed**

A written notice given by OWNER to CONTRACTOR fixing the date on which the Contract Time will commence to run and on which CONTRACTOR shall start to perform CONTRACTOR'S obligations under the Contract Documents.

**1.22 OWNER**

The Lexington-Fayette Urban County Government.

**1.23 Partial Utilization**

Placing a portion of the Work in service for the purpose for which it is intended (or related purpose) before reaching Completion for all the Work.

**1.24 Project**

The total construction of which the Work to be provided under the Contract Documents may be the whole, or a part as indicated elsewhere in the Contract Documents.

**1.25 Inspector**

The authorized representative of the ENGINEER who is assigned to the site or any part thereof.

**1.26 Shop Drawings**

All drawings, diagrams, illustrations, schedules and other data which are specifically prepared by or for CONTRACTOR to illustrate some portion of the Work and all illustrations, brochures, standard schedules, performance charts, instructions, diagrams and other information prepared by a Supplier and submitted by CONTRACTOR to illustrate material or equipment for some portion of the Work.

**1.27 Specifications**

Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and

workmanship as applied to the Work and certain administrative details applicable thereto.

**1.28 Standard Specifications**

The "Standard Specifications for Road and Bridge Construction", Transportation Cabinet, Department of Highways, Commonwealth of Kentucky, current edition. MUTCD shall refer to the "Manual of Uniform Traffic Control Devices."

**1.29 Subcontractor**

An individual, firm or corporation having a direct contract with CONTRACTOR or with any other Subcontractor for the performance of a part of the Work at the site.

**1.30 Special Conditions**

The part of the Contract Documents which amends or supplements these General Conditions.

**1.31 Supplier**

A manufacturer, fabricator, supplier, distributor, materialman or vendor.

**1.32 Underground Facilities**

All pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels or other such facilities or attachments, and any encasements containing such facilities which have been installed underground to furnish any of the following services or materials: electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, sewage and drainage removal, traffic or other control systems or water.

**1.33 Unit Price Work**

Not applicable

**1.34 Work**

The entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work is the result of performing services, furnishing labor and furnishing and incorporating materials and equipment into the construction, all as required by the Contract Documents.

**1.35 Time Period**

When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.



## **2. PRELIMINARY MATTERS**

### **2.1 Delivery of Bonds**

When the CONTRACTOR delivers the executed Agreements to OWNER, CONTRACTOR shall also deliver to OWNER, such Bonds, Insurance Certificate, and Power of Attorney as CONTRACTOR may be required to furnish.

### **2.2 Copies of Documents**

Owner shall furnish to CONTRACTOR up to three copies (unless otherwise specified in the Special Conditions) of the Contract Documents as are reasonably necessary for the execution of the Work. Additional copies will be furnished, upon request, at the cost of reproduction.

### **2.3 Commencement of Contract Time; Notice to Proceed**

The Contract Time will commence to run on the day specified in the Notice to Proceed.

### **2.4 Starting the Project**

CONTRACTOR shall start to perform the Work on the date when the Contract Time commences to run, but no Work shall be done at the site prior to the date on which the Contract Time commences to run.

### **° 2.5 Before Starting Construction**

Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. CONTRACTOR shall promptly report in writing to ENGINEER any conflict, error or discrepancy which CONTRACTOR may discover and shall obtain a written interpretation or clarification from ENGINEER before proceeding with any Work affected thereby; however, CONTRACTOR shall not be liable to OWNER or ENGINEER for failure to report any conflict, error or discrepancy in the Contract Documents, unless CONTRACTOR had actual knowledge thereof or should reasonably have known thereof.

### **2.6 Submittal of Schedules**

Within ten days after the effective date of the Agreement (unless otherwise specified) CONTRACTOR shall submit to ENGINEER for review:

**2.6.1** an estimated progress schedule indicating the starting and completion dates of the various stages of the Work;

**2.6.2** a preliminary schedule of Shop Drawing submissions; and

**2.6.3** a preliminary schedule of values for all of the Work which will include quantities and prices of items aggregating the Contract Price and will subdivide the Work into component parts in sufficient detail to serve as the

basis for progress payments during construction. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work which will be confirmed in writing by CONTRACTOR at the time of submission.

### **2.7 Preconstruction Conference**

Before CONTRACTOR starts the Work at the proposed site, a conference attended by CONTRACTOR, ENGINEER, EEO-Affirmative Action Officer, and other appropriate parties will be held to discuss the following issues: (1) The scheduling of the Work to be completed; (2) The procedures for handling shop drawings and other submittals; (3) The processing of applications for payment; (4) The establishment of an understanding among the involved parties in regard to the proposed project; and (5) The establishment of procedures for effectively implementing the LFUCG's 10% minimum DBE goals.

### **2.8 Finalizing Schedules**

At least ten days before submission of the first Application for Payment a conference attended by CONTRACTOR, ENGINEER and others as appropriate will be held to finalize the schedules submitted in accordance with paragraph 2.6. The finalized progress schedule will be acceptable to ENGINEER as providing orderly progression of the Work to completion within the Contract Time, but such acceptance will neither impose on ENGINEER responsibility for the progress or scheduling of the Work nor relieve CONTRACTOR from full responsibility thereof. The finalized schedule of Shop Drawing submissions will be acceptable to ENGINEER as providing a workable arrangement for processing the submissions. The finalized schedule of values will be acceptable to ENGINEER as to form and substance.

## **3. CONTRACT DOCUMENTS: INTENT, CONFLICTS, AMENDING AND REUSE**

### **3.1 General**

The Contract Documents comprise the entire agreement between OWNER and CONTRACTOR concerning the Work. The Contract Documents are complementary; what is called for by one is as binding as if called for by all. The Contract Documents will be construed in accordance with the law of the place of the Project.

### **3.2 Intent**

It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any Work, materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result will be supplied whether or not specifically called for. When words which have a well-known technical or trade meaning are used to describe Work, materials or equipment such words shall be interpreted in accordance with that meaning. Reference to standard specifications,

manuals or codes of any technical society, organization or association, or to the laws or regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code or laws or regulations in effect at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall be effective to change the duties and responsibilities of OWNER, CONTRACTOR or ENGINEER, or any of their consultants, agents or employees from those set forth in the Contract Documents, nor shall it be effective to assign to ENGINEER, or any of ENGINEER'S consultants, agents or employees, any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of paragraph 8.12.3 or 8.12.4. Clarifications and interpretations of the Contract Documents shall be issued by ENGINEER as provided in paragraph 8.4.

### **3.3 Conflicts**

If, during the performance of the Work, CONTRACTOR finds a conflict, error or discrepancy in the Contract Documents, CONTRACTOR shall so report to ENGINEER in writing at once and before proceeding with the Work affected thereby shall obtain a written interpretation or clarification from ENGINEER; however, CONTRACTOR shall not be liable to OWNER or ENGINEER for failure to report any conflict, error or discrepancy in the Contract Documents unless CONTRACTOR had actual knowledge thereof or should reasonably have known thereof.

In resolving such conflicts, errors and discrepancies, the documents shall be given precedence in the following order:

1. Agreement
2. Field and Change Orders
3. Addenda
4. Special Conditions
5. Instruction to Bidders
6. General Conditions
7. Specifications and Drawings

Figure dimension on drawings shall govern over scale dimensions and detailed Drawings shall govern over general Drawings.

### **3.4 Amending and Supplementing Contract Documents**

The Contract Documents may be amended to provide for additions, deletions and revisions in the Work or to modify the terms and conditions thereof by means of a Change Order or a Field Order. Contract Price and Contract Time may only be changed by a Change Order.

### **3.5 Reuse of Documents**

Neither CONTRACTOR nor any Subcontractor or Supplier or other person or organization performing or furnishing any of the Work under a direct or indirect contract with OWNER shall have or acquire any title to or ownership rights in any of the Drawings, Specifications or other documents (or copies of any thereof) prepared by or bearing the seal of ENGINEER; and they shall not reuse any of them on extensions of the Project or any other project without written consent of OWNER and ENGINEER and specific written verification or adaptation by ENGINEER.

## **4. AVAILABILITY OF LANDS; PHYSICAL CONDITIONS, REFERENCE POINTS**

### **4.1 Availability of Lands**

OWNER shall furnish, as indicated in the Contract Documents, the lands upon which the Work is to be performed, rights-of-way and easements for access thereto, and such other lands which are designated for the use of CONTRACTOR. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by OWNER, unless otherwise provided in the Contract Documents. If CONTRACTOR believes that any delay in OWNER'S furnishing these lands, rights-of-way or easements entitles CONTRACTOR to an extension of the Contract Time, CONTRACTOR may make a claim therefor as provided in Article 11. ENGINEER shall determine if the claim is legitimate or not. CONTRACTOR shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

### **4.2 Physical Conditions**

#### **4.2.1 Explorations and Reports**

Reference is made to the Special Conditions for identification of those reports of explorations and tests of subsurface conditions at the site that have been utilized by ENGINEER in preparation of the Contract Documents. CONTRACTOR may rely upon the accuracy of the technical data contained in such reports, but not upon non-technical data, interpretations or opinions contained therein or for the completeness thereof for CONTRACTOR'S purposes. Except as indicated in the immediately preceding sentence and in paragraph 4.2.6, CONTRACTOR shall have full responsibility with respect to subsurface conditions at the site.

#### **4.2.2 Existing Structures**

Reference is made to the Special Conditions for identification of those drawings of physical conditions in or relating to existing surface and subsurface structures (except Underground Facilities referred to in paragraph 4.3 which are at or contiguous to the site that have been utilized by ENGINEER in preparation of the Contract Documents. CONTRACTOR may rely upon the accuracy of the technical data contained in such drawings, but not for the completeness thereof for CONTRACTOR'S purposes. Except as indicated in the immediately preceding sentence and in paragraph

4.2.6, CONTRACTOR shall have full responsibility with respect to physical conditions in or relating to such structures.

4.2.3 Report of Differing Conditions

If CONTRACTOR believes that:

4.2.3.1 any technical data on which CONTRACTOR is entitled to rely as provided in paragraphs 4.2.1 and 4.2.2 is inaccurate, or

4.2.3.2 any physical conditions uncovered or revealed at the site differ materially from that indicated, reflected or referred to in the Contract Documents,

CONTRACTOR shall, promptly after becoming aware thereof and before performing and WORK in connection therewith (except in an emergency) notify OWNER and ENGINEER in writing about the inaccuracy or difference.

4.2.4 ENGINEER'S Review

Engineer will promptly review the pertinent conditions, determine the necessity of obtaining additional explorations or tests with respect thereto and advise CONTRACTOR of ENGINEER'S findings and conclusions.

4.2.5 Possible Document Change

If ENGINEER concludes that there is a material error in the Contract Documents or that because of newly discovered conditions a change in the Contract Documents is required, a Change Order will be issued as provided in Article 10 to reflect and document the consequences of the inaccuracy or difference.

4.2.6 Possible Price and Time Adjustments

In each such case, an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, or any combination thereof, will be allowable to the extent that they are attributable to any such inaccuracy or difference.

**4.3 Physical Conditions-Underground Facilities**

4.3.1 Shown or Indicated

The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the site is based on information and data furnished to OWNER or ENGINEER by the owners of such underground facilities or by others. Unless it is otherwise expressly provided in the Special Conditions:

4.3.1.1 OWNER and ENGINEER shall not be responsible for the accuracy or completeness of any such information or data; and,

4.2.1.2 CONTRACTOR shall have full responsibility for reviewing and checking all such information and data; for locating all underground facilities shown or indicated in the Contract Documents; for coordination of the Work with the owners of such underground facilities during construction; and for the safety and protection thereof and repairing any damage thereto resulting from the Work, the cost of all of which will be considered as having been included in the Contract Price.

4.3.2 Not Shown or Indicated

If an underground facility is uncovered or revealed at or contiguous to the site which was not shown or indicated in the Contract Documents and which CONTRACTOR could not reasonably have been expected to be aware of, CONTRACTOR shall, promptly after becoming aware thereof and before performing any Work affected thereby (except in an emergency), identify the owner of such Underground Facility and give written notice thereof to that owner and to OWNER and ENGINEER. ENGINEER will promptly review the underground facility to determine the extent to which the Contract Documents should be modified to reflect and document the consequences of the existence of the Underground Facility, and the Contract Documents will be amended or supplemented to the extent necessary. During such time, CONTRACTOR shall be responsible for the safety and protection of such underground facility. CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, to the extent that they are attributable to the existence of any underground facility that was not shown or indicated in the Contract Documents and which CONTRACTOR could not reasonably have been expected to be aware of.

**4.4 Reference Points**

OWNER shall provide engineering surveys to establish reference points for construction which in ENGINEER'S judgment are necessary to enable CONTRACTOR to proceed with the Work. CONTRACTOR shall be responsible for laying out the Work (unless otherwise specified), shall protect and preserve the established reference points and shall make no changes or relocations without the prior written approval of OWNER. CONTRACTOR shall report to ENGINEER whenever any reference point is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points by a Registered Land Surveyor. CONTRACTOR shall immediately notify the OWNER and ENGINEER if any property line or corner markers (including, but not limited to, iron pins, nails, stakes, etc.) are disturbed during the course of the work. Such markers disturbed in the course of the work shall be replaced by the OWNER.

## **5. CONTRACTOR'S RESPONSIBILITIES**

### **5.1 Supervision**

CONTRACTOR shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. CONTRACTOR shall assure that all CONTRACTOR personnel (including subcontractors, etc.) conduct themselves in a courteous and respectful manner toward the ENGINEER and the general public. Failure to comply with this condition of the Contract will result in immediate suspension of the Work. Following a review by the Commissioner of Public Works, the Contract may be terminated (see GC section 14). CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences and procedures of construction, but CONTRACTOR shall not be responsible for the negligence of others in the design or selection of a specific means, method, technique, sequence or procedure of construction which is indicated in and required by the Contract Documents. CONTRACTOR shall be responsible to see that the finished Work complies accurately with the Contract Documents.

### **5.2 Superintendence**

CONTRACTOR shall keep on the Work at all times during its progress a competent resident superintendent, who shall not be replaced without written notice to OWNER and ENGINEER except under extraordinary circumstances. The superintendent will be CONTRACTOR'S representative at the site and shall have authority to act on behalf of CONTRACTOR. All communications given to the superintendent shall be as binding as if given to CONTRACTOR.

### **5.3 Labor**

CONTRACTOR shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. CONTRACTOR shall at all times maintain good discipline and order at the site. Except in connection with the safety or protection of persons or the Work or property at the site or adjacent thereto, and except as otherwise indicated in the Contract Documents, all Work at the site shall be performed during regular working hours, and CONTRACTOR will not permit overtime work or the performance of Work on Saturday, Sunday or any legal holiday without OWNER'S written consent given after prior written notice to ENGINEER.

### **5.4 Start-Up and Completion of Work**

Unless otherwise specified, CONTRACTOR shall furnish and assume full responsibility for all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities and all other facilities and incidentals necessary for the furnishing, performance, testing, start-up and completion of the Work.

## **5.5 Materials and Equipment**

All materials and equipment shall be of good quality and new, except as otherwise provided in the Contract Documents. If required by ENGINEER, CONTRACTOR shall furnish satisfactory evidence (including reports of required tests) as to the kind and quality of materials and equipment. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable supplier except as otherwise provided in the Contract Documents; but no provision of any such instructions will be effective to assign to ENGINEER, or any of ENGINEER'S consultants, agents or employees, any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of paragraph 8.12.3 or 8.12.4.

### **5.5.1 Not Clearly Specified or Indicated**

In all instances where materials specified are obtainable in different sizes, weights, trade grades, qualities or finishes, etc., whose weights, trade grades, qualities or finishes, etc., are not clearly specified or indicated on the Drawings, the CONTRACTOR shall notify the ENGINEER of all such instances at least five (5) days in advance of receiving the proposals. The Engineer will then determine which size, weight, trade grade, quality, finish, etc., is required.

### **5.5.2 Coordination of Work**

The CONTRACTOR shall see that for his own Work and for the work of each subcontractor, proper templates and patterns necessary for the coordination of the various parts of the Work are prepared. The CONTRACTOR shall furnish or require the Subcontractor to furnish such duplicates as will enable the Subcontractors to fit together and execute fully their respective portions of the Work.

## **5.6 Adjusting Progress Schedule**

CONTRACTOR shall submit to ENGINEER for acceptance (to the extent indicated in paragraph 2.8) adjustments in the progress schedule to reflect the impact thereon of new developments; these will conform generally to the progress schedule then in effect and additionally will comply with any provisions of the Contract Documents applicable thereto.

## **5.7 Substitutes or “Or-Equal” Items**

### **5.7.1 General**

Whenever materials or equipment are specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular supplier, the naming of the item is intended to establish the type, function, and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other Suppliers may be accepted by OWNER/ENGINEER if sufficient



information is submitted by CONTRACTOR to allow OWNER/ENGINEER to determine that the material or equipment proposed is equivalent or equal to that named. The procedure for review by OWNER/ENGINEER will include the following. Requests for review of substitute items of material and equipment will not be accepted by OWNER/ENGINEER from anyone, other than CONTRACTOR. If CONTRACTOR wishes to furnish or use a substitute item of material or equipment, CONTRACTOR shall make written application to OWNER/ENGINEER for acceptance thereof, certifying that the proposed substitute will perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified. The application will state that the evaluation and acceptance of the proposed substitute will not prejudice CONTRACTOR'S achievement of completion on time, whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with OWNER for work on the Project) to adapt the design to the proposed substitute and whether or not incorporation or use of the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair and replacement service will be indicated. The application will also contain an itemized estimate of all costs that will result directly or indirectly from acceptance of such substitute, including costs of redesign and claims of other contractors affected by the resulting change, all of which shall be considered by OWNER/ENGINEER in evaluating the proposed substitute. OWNER/ENGINEER may require CONTRACTOR to furnish at CONTRACTOR'S expense additional data about the proposed substitute.

#### 5.7.2 Substitutes

If a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents, CONTRACTOR may furnish or utilize a substitute means, method, sequence, technique or procedure of construction acceptable to OWNER/ENGINEER, if CONTRACTOR submits sufficient information to allow OWNER/ENGINEER to determine that the substitute proposed is equivalent to that indicated or required by the Contract Documents. The procedure for review by OWNER/ENGINEER will be similar to that provided in paragraph 5.7.1 as applied by OWNER/ENGINEER.

#### 5.7.3 OWNER/ENGINEER'S Approval

OWNER/ENGINEER will be allowed a reasonable time within which to evaluate each proposed substitute. OWNER/ENGINEER will be the sole judge of acceptability, and no substitute will be ordered, installed or utilized without OWNER/ENGINEER'S prior written acceptance which will be evidenced by either a Change Order or an approved Shop Drawing.

OWNER may require CONTRACTOR to furnish at CONTRACTOR'S expense a special performance guarantee or other surety with respect to any substitute. OWNER/ENGINEER will record time required by OWNER/ENGINEER and OWNER/ENGINEER'S consultants in evaluating substitutions proposed by CONTRACTOR and in making changes in the Contract Documents occasioned thereby. Whether or not OWNER/ENGINEER accepts a proposed substitute, CONTRACTOR shall reimburse OWNER for the charges of OWNER/ENGINEER and OWNER/ENGINEER'S consultants for evaluating each proposed substitute.

## **5.8 Subcontractors, Suppliers, and Others**

### **5.8.1 Acceptable to ENGINEER**

CONTRACTOR shall not employ any Subcontractor, Supplier or other person or organization (including those acceptable to OWNER and ENGINEER as indicated in paragraph 5.8.2), whether initially or as a substitute, against whom OWNER or ENGINEER may have reasonable objection. CONTRACTOR shall not be required to employ any Subcontractor, Supplier or other person or organization to furnish or perform any of the Work against whom CONTRACTOR has reasonable objection.

### **5.8.2 Objection After Due Investigation**

If the Contract Documents require the identity of certain Subcontractors, Suppliers or other persons or organizations (including those who are to furnish the principal items of materials and equipment) to be submitted to OWNER in advance of the specified date prior to the Effective Date of the Agreement for acceptance by OWNER and ENGINEER and if CONTRACTOR has submitted a list thereof, OWNER'S or ENGINEER'S acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the bidding documents or the Contract Documents) of any such Subcontractor, Supplier or other person or organization so identified may be revoked on the basis of reasonable objection after due investigation, in which case CONTRACTOR shall submit an acceptable substitute. No acceptance by OWNER or ENGINEER of any such Subcontractor, Supplier or other person or organization shall constitute a waiver of any right of OWNER or ENGINEER to reject defective Work.

### **5.8.3 Contractor Responsible for Acts of Subcontractors**

The CONTRACTOR shall perform on the site, and with its own organization, work equivalent to at least fifty (50) percent of the total amount of Work to be performed under the Contract. This percentage may be reduced by a supplemental agreement to this Contract if, during performing the Work, the CONTRACTOR requests a reduction and the Urban County

Engineer determines that the reduction would be to the advantage of the Urban County Government.

The CONTRACTOR shall, at the time he submits his proposal for the Contract, notify the OWNER in writing of the names of Subcontractors proposed for the Work. He shall not employ any Subcontractor without the prior written approval of the OWNER.

CONTRACTOR shall be fully responsible to OWNER and ENGINEER for all acts and omissions of the Subcontractors, Suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with CONTRACTOR just as CONTRACTOR is responsible for CONTRACTOR'S own acts and omissions. Nothing in the Contract Documents shall create any contractual relationship between OWNER or ENGINEER and any such Subcontractor, Supplier or other person or organization, nor shall it create any obligation on the part of OWNER or ENGINEER to pay or to see to the payment of any moneys due any such Subcontractor, Supplier or other person or organization except as may otherwise be required by Laws and Regulations.

5.8.4 Division of Specifications

The divisions and sections of the Specifications and the identifications of any Drawings shall not control CONTRACTOR in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

5.8.5 Agreement Between Contractor and Subcontractors

All Work performed for CONTRACTOR by a Subcontractor will be pursuant to an appropriate agreement between CONTRACTOR and the Subcontractor which specifically binds the Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of OWNER and ENGINEER.

5.8.6 Statements and Comments by CONTRACTOR

Neither the CONTRACTOR, his employees, nor his subcontractors shall at any time make any statement or comment as to the project scope, nature, intention, design, or construction method to any third party or parties without the explicit written consent of the OWNER.

Any third party requesting such information shall be referred to the OWNER or his representative.

Should there be any change from the original intent of the project as a result of any statement or comment by the contractor, his employees or subcontractors, contractor shall be held liable for any change in the scope,

nature, design, or construction method and shall bear the full cost for the previously mentioned changes.

**5.9 Patent Fees and Royalties**

CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product or device which is the subject of patent rights or copyrights held by others.

**5.10 Permits**

Unless otherwise provided in the Special conditions, CONTRACTOR shall obtain and pay for all construction permits and licenses. OWNER shall assist CONTRACTOR, when necessary, in obtaining such permits and licenses. CONTRACTOR shall pay all governmental charges and inspection fees necessary for the prosecution of the Work, which are applicable at the time of opening of Bids, or if there are no Bids on the Effective Date of the Agreement. CONTRACTOR shall pay all charges of utility owners for connections to the Work, and OWNER shall pay all charges of such utility owners for capital costs related thereto such as plant investment fees.

**5.11 Laws and Regulations**

5.11.1 CONTRACTOR to Comply

CONTRACTOR shall give all notices and comply with all Laws and Regulations applicable to furnishing and performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither OWNER nor ENGINEER shall be responsible for monitoring CONTRACTOR'S compliance with any Laws and Regulations.

5.11.2 Specifications and Drawings at Variance

If CONTRACTOR observes that the Specifications or Drawings are at variance with any Laws or Regulations, CONTRACTOR shall give ENGINEER prompt written notice thereof, and any necessary changes will be authorized by one of the methods indicated in paragraph 3.4. If CONTRACTOR performs any Work knowing or having reason to know that it is contrary to such Laws, or Regulations, and without such notice to ENGINEER, CONTRACTOR shall bear all costs arising therefrom; however, it shall not be CONTRACTOR'S primary responsibility to make certain that the Specifications and Drawings are in accordance with such Laws and Regulations.

**5.12 Taxes**

CONTRACTOR shall pay all sales, consumer, use and other similar taxes required to be paid by CONTRACTOR in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work. Any party, firm or individual submitting a proposal pursuant to invitation must have paid

all taxes owed to the Lexington-Fayette Urban County Government at the time the proposal is submitted, and must maintain a "current" status in regard to those taxes throughout the Contract. If applicable, business must be licensed in Fayette County.

## **5.13 Use of Premises**

### **5.13.1 Project Site**

CONTRACTOR shall confine construction equipment, the storage of materials and equipment and the operations of workers to the staging areas or work site areas identified in and permitted by the Contract Documents and other land and areas permitted by Laws and Regulations, rights-of-way, permits and easements, and shall not unreasonably encumber the premises with construction equipment or other materials or equipment. CONTRACTOR shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof or of any land or areas contiguous thereto, resulting from the performance of the Work. Should any claim be made against OWNER or ENGINEER by any such owner or occupant because of the performance of the Work, CONTRACTOR shall promptly attempt to settle with such other party by agreement or otherwise resolve the claim by arbitration or at law. CONTRACTOR shall, to the fullest extent permitted by Laws and Regulations, indemnify and hold OWNER and ENGINEER harmless from and against all claims, damages, losses and expenses (including, but not limited to, fees of engineers, architects, attorneys and other professionals and court and arbitration costs) arising directly, indirectly or consequentially out of any action, legal or equitable, brought by any such other party against OWNER or ENGINEER to the extent based on a claim arising out of CONTRACTOR'S performance of the Work.

### **5.13.2 Clean Up**

During the progress of the Work, CONTRACTOR shall keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the Work. At the completion of the Work, CONTRACTOR shall remove all waste materials, rubbish and debris from and about the premises as well as all tools, appliances, construction equipment and machinery, and surplus materials, and shall leave the site clean and ready for occupancy by OWNER. CONTRACTOR shall restore to original condition all property not designated for alteration by the Contract Documents.

### **5.13.3 Loading of Structures**

CONTRACTOR shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall CONTRACTOR subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

#### **5.14 Record Drawings**

CONTRACTOR shall maintain in a safe place at the site one record copy of all Drawings, Specifications, Addenda, Change Orders, Field Orders and written interpretations and clarifications (issued pursuant to paragraph 9.4) in good order and annotated to show all changes made during construction. These record documents together with all approved samples and a counterpart of all approved Shop Drawings will be available to ENGINEER for reference. Upon completion of the Work, these record documents, samples and Shop Drawings will be delivered to ENGINEER for OWNER.

#### **5.15 Shop Drawings and Samples**

##### **5.15.1 Shop Drawing Submittals**

After checking and verifying all field measurements and after complying with applicable procedures specified, CONTRACTOR shall submit to ENGINEER for review and approval in accordance with the accepted schedule of Shop Drawing submissions (see paragraph 2.8), or for other appropriate action if so indicated in the Special Conditions, five copies (unless otherwise specified) of all Shop Drawings, which will bear a stamp or specific written indication that CONTRACTOR has satisfied CONTRACTOR'S responsibilities under the Contract Documents with respect to the review of the submission. All submissions will be identified as ENGINEER may require. The data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials and similar data to enable ENGINEER to review the information as required.

##### **5.15.2 Sample Submittals**

CONTRACTOR shall also submit to ENGINEER for review and approval with such promptness as to cause no delay in Work, all samples required by the Contract Documents. All samples will have been checked by and accompanied by a specific written indication that CONTRACTOR has satisfied CONTRACTOR'S responsibilities under the Contract Documents with respect to the review of the submission and will be identified clearly as to material, Supplier, pertinent data such as catalog numbers and the use for which intended.

##### **5.15.3 Review by CONTRACTOR**

Before submission of each Shop Drawing or sample CONTRACTOR shall have determined and verified all quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers and similar data with respect thereto and reviewed or coordinated each Shop Drawing or sample with other Shop Drawings and samples and with the requirements of the Work and the Contract Documents.

#### 5.15.4 Notice of Variation

At the time of each submission, CONTRACTOR shall give ENGINEER specific written notice of each variation that the Shop Drawings or samples may have from the requirements of the Contract Documents, and, in addition, shall cause a specific notation to be made on each Shop Drawing submitted to ENGINEER for review and approval of each such variation.

#### 5.15.5 ENGINEER'S Approval

ENGINEER will review and approve with reasonable promptness Shop Drawings and samples, but ENGINEER'S review and approval will be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents and shall not extend to means, methods, techniques, sequences or procedures of construction (except where a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions. CONTRACTOR shall make corrections required by ENGINEER, and shall return the required number of corrected copies of Shop Drawings and submit, as required, new samples for review and approval. CONTRACTOR shall direct specific attention in writing to revisions other than the corrections called for by ENGINEER on previous submittals.

#### 5.15.6 Responsibility for Errors and Omissions

ENGINEER'S review and approval of Shop Drawings or samples shall not relieve CONTRACTOR from responsibility for any variation from the requirements of the Contract Documents unless CONTRACTOR has in writing called ENGINEER'S attention to each such variation at the time of submission as required by paragraph 5.15.4 and ENGINEER has given written approval of each such variation by a specific written notation thereof incorporated in or accompanying the Shop Drawing or sample approval; nor will any approval by ENGINEER relieve CONTRACTOR from responsibility for errors or omissions in the Shop Drawings or from responsibility for having complied with the provisions of paragraph 5.15.3.

#### 5.15.7 Cost of Related Work

Where a Shop or sample is required by the Specifications, any related Work performed prior to ENGINEER'S review and approval of the pertinent submission will be the sole expense and responsibility of CONTRACTOR.

### **5.16 Continuing the Work**

CONTRACTOR shall carry on the Work and adhere to the progress schedule during all disputes or disagreements with OWNER. No Work shall be delayed or postponed

pending resolutions of any disputes or disagreements, except as permitted by paragraph 14.5 or as CONTRACTOR and OWNER may otherwise agree in writing.

## **5.17 Erosion and Sediment Control**

### **5.17.1 General Environmental Requirements**

The CONTRACTOR and Subcontractors performing work on projects on behalf of the OWNER shall comply with all applicable federal, state, and local environmental regulations and all requirements and conditions set forth in “special” permits including but not limited to Corps of Engineers 404 permits, 401 Water Quality Certifications, Stream Crossing and Floodplain Encroachment Permits.

Any fines or penalties resulting from the failure to comply with the terms of the federal, state or local permits or perform necessary corrective action are solely the obligation of the CONTRACTOR.

### **5.17.2 Stormwater Pollution Prevention**

A. The CONTRACTOR shall exercise due care to prevent or minimize any damage to any stream or wetland from pollution by debris, sediment or other material. The operation of equipment and/or materials in a jurisdictional wetland is expressly prohibited. Water that has been used for washing or processing, or that contains oils, sediments or other pollutants shall not be discharged from the job site. Such waters shall be collected and properly disposed of by the CONTRACTOR in accordance with applicable local, state and federal law.

B. The CONTRACTOR is solely responsible for securing all required state and local permits associated with stormwater discharges from the project including, but not necessarily limited to the KY Notice of Intent to Disturb (NOI) for Coverage of Storm Water Discharges Associated with Construction Activities under the KPDES Storm Water General Permit KYR100000 and the LFUCG Land Disturbance Permit. Permit application preparation and all required documentation are the responsibility of the CONTRACTOR. The CONTRACTOR is solely responsible for maintaining compliance with the stormwater pollution prevention plan or erosion and sediment control plan and ensuring the following:

- a. That the Stormwater Pollution Prevention Plan (SWPPP) or erosion control plan is current and available for review on site;
- b. That any and all stormwater inspection reports required by the permit are conducted by qualified personnel and are available for review onsite; and
- c. That all best management practices (BMPs) are adequately maintained and effective at controlling erosion and preventing sediment from leaving the site.



C. The CONTRACTOR shall provide the necessary equipment and personnel to perform any and all emergency measures that may be required to contain any spillage or leakage and to remove materials, soils or liquids that become contaminated. The collected spill material shall be properly disposed at the CONTRACTOR's expense.

D. Upon completion of the work and with the concurrence of the OWNER, the CONTRACTOR must file a Notice of Termination (NOT) of Coverage Under the KPDES General Permit for Storm Water Discharges Associated with Construction Activity with the appropriate local and state authorities.

E. Any fines or penalties resulting from the failure to comply with the terms of the state or local stormwater permits or perform necessary corrective action are solely the obligation of the CONTRACTOR.

## **6. OTHER WORK**

### **6.1 Related Work at Site**

OWNER may perform other work related to the Project at the site by OWNER'S own forces, have other work performed by utility owners or let other direct contracts therefor which shall contain General Conditions similar to these. If the fact that such other work is to be performed was not noted in the Contract Documents, written notice thereof will be given to CONTRACTOR prior to starting any such other work; and, if such performance will involve additional expense to CONTRACTOR or requires additional time, a Change Order to the Contract will be negotiated.

### **6.2 Other Contractors or Utility Owners**

CONTRACTOR shall afford each utility owner and other contractor who is a party to such a direct contract (or OWNER, if OWNER is performing the additional work with OWNER'S employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such work, and shall properly connect and coordinate the Work with theirs. CONTRACTOR shall do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. CONTRACTOR shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of ENGINEER and the others whose work will be affected. The duties and responsibilities of CONTRACTOR under this paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of CONTRACTOR in said direct contracts between OWNER and such utility owners and other contractors.

### **6.3 Delays Caused by Others**

If any part of CONTRACTOR'S Work depends for proper execution or results upon the work of any such other contractor or utility owner (or OWNER),

CONTRACTOR shall inspect and promptly report to ENGINEER in writing any delays, defects or deficiencies in such work that render it unavailable or unsuitable for such proper execution and results. CONTRACTOR'S failure so to report will constitute an acceptance of the other work as fit and proper for integration with CONTRACTOR'S Work except for latent or non-apparent defects and deficiencies in the other work.

**6.4 Coordination**

If OWNER contracts with others for the performance of other work on the Project at the site, the person or organization who will have authority and responsibility for coordination of the activities among the various prime contractors will be identified in the Special Conditions, and the specific matters to be covered by such authority and responsibility will be itemized, and the extent of such authority and responsibilities will be provided, in the Special Conditions.

**7. OWNER'S RESPONSIBILITIES**

**7.1 Communications**

OWNER shall issue all communications to CONTRACTOR through ENGINEER.

**7.2 Data and Payments**

OWNER shall furnish the data required of OWNER under the Contract Documents promptly after they are due.

**7.3 Lands, Easements, and Surveys**

OWNER'S duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in paragraphs 4.1 and 4.4. Paragraph 4.2 refers to OWNER'S identifying and making available to CONTRACTOR copies of reports of explorations and tests of subsurface conditions at the site and in existing structures which have been utilized by ENGINEER in preparing the Drawings and Specifications.

**7.4 Change Orders**

OWNER is obligated to execute Change Orders as indicated in paragraph 9.4.

**7.5 Inspections, Tests and Approvals**

OWNER'S responsibility in respect to certain inspections, tests and approvals is set forth in paragraph 13.3.

**7.6 Stop or Suspend Work**

In connection with OWNER'S right to stop Work or suspend Work, see paragraph 12.4 and 14.1 Paragraph 14.2 deals with OWNER'S rights to terminate services of CONTRACTOR under certain circumstances.

## **8. ENGINEER'S STATUS DURING CONSTRUCTION**

### **8.1 OWNER'S Representative**

ENGINEER will be OWNER'S representative during the construction period. The duties and responsibilities and the limitations of authority of ENGINEER as OWNER'S representative during construction are set forth in the Contract Documents and shall not be extended without written consent of OWNER and ENGINEER.

### **8.2 Visits to Site**

ENGINEER will make visits to the site at intervals appropriate to the various stages of construction to observe the progress and quality of the executed Work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. ENGINEER will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. ENGINEER'S efforts will be directed toward providing for OWNER a greater degree of confidence that the completed Work will conform to the Contract Documents. On the basis of such visits and on-site observations, ENGINEER will keep OWNER informed of the progress of the Work and will endeavor to guard OWNER against defects and deficiencies in the Work.

### **8.3 Project Representation**

ENGINEER will provide a Project Representative to assist ENGINEER in observing the performance of the Work. If OWNER designates another agent to represent OWNER at the site who is not ENGINEER'S agent or employee, the duties, responsibilities and limitations of authority of such other person will be as provided in the Special Conditions.

### **8.4 Clarifications and Interpretations**

ENGINEER will issue with reasonable promptness such written clarifications or interpretations of the requirements of the Contract Documents (in the form of Drawings or otherwise) as ENGINEER may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents.

### **8.5 Authorized Variations in Work**

ENGINEER may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Time and are consistent with the overall intent of the Contract Documents. These may be accomplished by a Field Order.

**8.6 Rejecting Defective Work**

ENGINEER will have authority to disapprove or reject Work which ENGINEER believes to be defective, and will also have authority to require special inspection or testing of the Work as provided in paragraph 12.3, whether or not the Work is fabricated, installed or completed.

**8.7 Shop Drawings**

In connection with ENGINEER'S responsibility for Shop Drawings and samples, see paragraphs 5.15.1 through 5.16 inclusive.

**8.8 Change Orders**

In connection with ENGINEER'S responsibilities as to Change Orders, see Articles 10, 11 and 12.

**8.9 Payments**

In connection with ENGINEER'S responsibilities with respect to Applications for Payment, etc., see Article 13.

**8.10 Determinations for Unit Prices**

ENGINEER will determine the actual quantities and classifications of Unit Price Work performed by CONTRACTOR.

ENGINEER will review with CONTRACTOR ENGINEER'S preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise).

**8.11 Decisions on Disputes**

ENGINEER will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. Claims, disputes and other matters relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the performance and furnishing of the Work and claims under Articles 10 and 11 in respect of changes in the Contract Price or Contract Time will be referred initially to ENGINEER in writing with a request for a formal decision in accordance with this paragraph, which ENGINEER will render in writing within a reasonable time. Written notice of each such claim, dispute and other matter will be delivered to ENGINEER promptly (but in no event later than thirty days) after the occurrence of the event giving rise thereto, and written supporting data will be submitted to ENGINEER within sixty days after such occurrence unless ENGINEER allows an additional period of time to ascertain more accurate data in support of the claim.

**8.12 Limitations on ENGINEER'S Responsibilities**

**8.12.1 CONTRACTOR, Supplier, or Surety**

Neither ENGINEER'S authority to act under this Article 8 or elsewhere in the Contract Documents nor any decision made by ENGINEER in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of ENGINEER to CONTRACTOR, any Subcontractor, any

Supplier, or any other person or organization performing any of the Work, or to any surety for any of them.

**8.12.2 To Evaluate the Work**

Whenever in the Contract Documents the terms "as ordered", "as directed", "as required", "as allowed", "as approved" or terms of like effect or import are used, or the adjectives "reasonable", "suitable", "acceptable", "proper", or "satisfactory" or adjectives or like "effect" or "import" are used to describe a requirement, direction, review or judgment of ENGINEER as to the Work, it is intended that such requirement, direction, review or judgment will be solely to evaluate the Work for compliance with the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective shall not be effective to assign ENGINEER any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of paragraph 8.12.3 or 8.12.4.

**8.12.3 CONTRACTOR'S Means, Methods, Etc.**

ENGINEER will not be responsible for CONTRACTOR'S means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, and ENGINEER will not be responsible for CONTRACTOR'S failure to perform or furnish the Work in accordance with the Contract Documents.

**8.12.4 Acts of Omissions of CONTRACTOR**

ENGINEER will not be responsible for the acts or omissions of CONTRACTOR or of any Subcontractor, any Supplier, or of any other person or organization performing or furnishing any of the Work.

**9. CHANGES IN THE WORK**

**9.1 OWNER May Order Changes**

Without invalidating the Agreement and without notice to any surety, OWNER may, at any time or from time to time, order additions, deletions or revisions in the Work; these will be authorized by a Change Order. Upon receipt of such notice, CONTRACTOR shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

**9.2 Claims**

Claims for an increase or decrease in the Contract Price or an extension or shortening of the Contract Time that should be allowed as a result of a Change Order will be settled as provided for in Article 10 or Article 11.

**9.3 Work Not in Contract Documents**

CONTRACTOR shall not be entitled to an increase in the Contract Price or an extension of the Contract Time with respect to any Work performed that is not required by the Contract Documents as amended, modified and supplemented as provided in paragraph 3.4, except in the case of an emergency and except in the case of uncovering Work as provided in paragraph 12.3.4.

#### **9.4 Change Orders**

OWNER and CONTRACTOR shall execute appropriate Change Orders covering:

9.4.1 changes in the Work which are ordered by OWNER pursuant to paragraph 9.1, are required because of acceptance of defective Work under paragraph 12.7 or corrective defective Work under paragraph 12.8, or are agreed to by the parties;

9.4.2 changes in the Contract Price or Contract Time which are agreed to by the parties; and

9.4.3 changes in the Contract Price or Contract Time which embody the substance of any written decision rendered by ENGINEER pursuant to paragraph 8.11; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and REGULATIONS, but during any such appeal, CONTRACTOR shall carry on the Work and adhere to the progress schedule as provided in paragraph 5.16.

#### **9.5 Notice of Change**

If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Time) is required by the provisions of any Bond to be given to a surety, the giving of any such notice will be CONTRACTOR'S responsibility, and the amount of each applicable Bond will be adjusted accordingly.

### **10. CHANGE OF CONTRACT PRICE**

#### **10.1 Total Compensation**

The Contract Price constitutes the total compensation (subject to authorized adjustments) payable to CONTRACTOR for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by CONTRACTOR shall be at his expense without change in the Contract Price.

#### **10.2 Claim for Increase or Decrease in Price**

The Contract Price may only be changed by a Change Order. Any claim for an increase or decrease in the Contract Price shall be based on written notice delivered by the CONTRACTOR to the ENGINEER promptly (but in no event later than thirty days) after the occurrence of the event giving rise to the claim and stating the

general nature of the claim. Notice of the amount of the claim with supporting data shall be delivered within sixty days after such occurrence (unless ENGINEER allows an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by CONTRACTOR'S written statement that the amount claimed covers all known amounts (direct, indirect, and consequential) to which the CONTRACTOR is entitled as a result of the occurrence of said event.

### **10.3 Value of Work**

The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:

#### **10.3.1 Unit Prices**

Where the Work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved (subject to the provisions of paragraphs 10.9.1. through 10.9.3, inclusive).

#### **10.3.2 Lump Sum**

By mutual acceptance of a lump sum (which may include an allowance for overhead and profit not necessarily in accordance with paragraph 10.6.2.1).

#### **10.3.3 Cost Plus Fee**

On the basis of the Cost of the Work (determined as provided in paragraphs 10.4 and 10.5) plus a CONTRACTOR'S fee for overhead and profit (determined as provided in paragraphs 10.6 and 10.7).

### **10.4 Cost of the Work**

The term Cost of the Work means the sum of all costs necessarily incurred and paid by CONTRACTOR in the proper performance of the Work. Except as otherwise may be agreed to in writing by OWNER, such costs shall be in amounts no higher than those prevailing in the locality of the Project; shall include only the following items; and shall not include any of the costs itemized in paragraph 10.5:

#### **10.4.1 Payroll Costs**

Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the Work under schedules of job classifications agreed upon by OWNER and CONTRACTOR. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, workers' or workmen's compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. Such employees shall include superintendents and foremen at the site. The expenses of

performing Work after regular working hours, on Saturday, Sunday or legal holidays, shall be included in the above to the extent authorized by OWNER.

10.4.2 Materials and Equipment Costs

Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to CONTRACTOR unless OWNER deposits funds with CONTRACTOR with which to make payments, in which case the cash discounts shall accrue to OWNER. All trade discounts, rebates and refunds and all returns from sale of surplus materials and equipment shall accrue to OWNER, and CONTRACTOR shall make provisions so that they may be obtained.

10.4.3 Subcontractor Costs

Payments made by CONTRACTOR to the Subcontractors for Work performed by Subcontractors. If required by OWNER, CONTRACTOR shall obtain competitive bids from Subcontractors acceptable to CONTRACTOR and shall deliver such bids to OWNER who will then determine, with the advice of ENGINEER, which bids will be accepted. If a subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work Plus a Fee, the Subcontractor's Cost of the Work shall be determined in the same manner as CONTRACTOR'S Cost of the Work. All subcontracts shall be subject to the other provisions of the Contract Documents insofar as applicable.

10.4.4 Special Consultant Costs

Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys and accountants) employed for services specifically related to the Work.

10.4.5 Supplemental Costs

10.4.5.1 The proportion of necessary transportation, travel and subsistence expenses of CONTRACTOR'S employees incurred in discharge of duties connected with the Work.

10.4.5.2 Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost less



market value of such items used but not consumed which remain the property of CONTRACTOR.

10.4.5.3 Rentals of all construction equipment and machinery and the parts thereof whether rented from CONTRACTOR or others in accordance with rental agreements approved by OWNER with the advice of ENGINEER, and the costs of transportation, loading, unloading, installation, dismantling and removal shall be in accordance with terms of said rental agreements. The rental of any such equipment, machinery or parts shall cease when the use thereof is no longer necessary for the Work.

10.4.5.4 Sales, consumer, use or similar taxes related to the Work, and for which CONTRACTOR is liable, imposed by Laws and Regulations.

10.4.5.5 Deposits lost for causes other than negligence of CONTRACTOR, any Subcontractor or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

10.4.5.6 Losses and damages (and related expenses), not compensated by insurance or otherwise, to the Work or otherwise sustained by CONTRACTOR in connection with the performance and furnishing of the Work (except losses and damages within the deductible amounts of property insurance established by OWNER), provided they have resulted from causes other than the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of OWNER. No such losses, damages and expenses shall be included in the Cost of the Work for the purpose of determining CONTRACTOR'S fee. If, however, any such loss or damage requires reconstruction and CONTRACTOR is placed in charge thereof, CONTRACTOR shall be paid a fee proportionate to that stated in paragraph 10.6.2 for services.

10.4.5.7 The cost of utilities, fuel and sanitary facilities at the site.

10.4.5.8 Minor expenses such as telegrams, long distance telephone calls, telephone service at the site,

expressage and similar petty cash items in connection with the Work.

10.4.5.9 Cost of premiums for additional Bonds and insurance required because of changes in the Work and premiums for property insurance coverage within the limits of the deductible amounts established by OWNER.

## **10.5 Not to Be Included in Cost of the Work**

The term Cost of the Work shall not include any of the following:

### **10.5.1 Costs of Officers and Executives**

Payroll costs and other compensation of CONTRACTOR'S officers, executives, principals (of partnership and sole proprietorships), general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed by CONTRACTOR whether at the site or in CONTRACTOR'S principal or a branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in paragraph 10.4.1 or specifically covered by paragraph 10.4.4 - all of which are to be considered administrative costs covered by the CONTRACTOR'S fee.

### **10.5.2 Principal Office**

Expenses of CONTRACTOR'S principal and branch offices other than CONTRACTOR'S office at the site.

### **10.5.3 Capital Expense**

Any part of CONTRACTOR'S capital expenses, including interest on CONTRACTOR'S capital employed for the Work and charges against CONTRACTOR for delinquent payments.

### **10.5.4 Bonds and Insurance**

Cost of premiums for all Bonds and for all insurance whether or not CONTRACTOR is required by the Contract Documents to purchase and maintain the same (except for the cost of premiums covered by subparagraph 10.4.5.9 above).

### **10.5.5 Costs Due to Negligence**

Costs due to the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied and making good any damage to property.

### **10.5.6 Other Costs**

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Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in paragraph 10.4.

**10.6 CONTRACTOR'S Fee**

The CONTRACTOR'S Fee allowed to CONTRACTOR for overhead and profit shall be determined as follows:

10.6.1 a mutually acceptable fixed fee; or if none can be agreed upon

10.6.2 a fee based on the following percentages of the various portions of the Cost of the Work:

10.6.2.1 for costs incurred under paragraphs 10.4.1 and 10.4.2, the CONTRACTOR'S fee shall be fifteen percent;

10.6.2.2 for costs incurred under paragraph 10.4.3, the CONTRACTOR'S fee shall be five percent; and if a subcontract is on the basis of Cost of the Work Plus a fee, the maximum allowable to CONTRACTOR on account of overhead and profit of all Subcontractors shall be fifteen percent;

10.6.2.3 no fee shall be payable on the basis of costs itemized under paragraphs 10.4.4, 10.4.5 and 10.5;

10.6.2.4 the amount of credit to be allowed by CONTRACTOR to OWNER for any such change which results in a net decrease in cost will be the amount of the actual net decrease plus a deduction in CONTRACTOR'S Fee by an amount equal to ten percent of the net decrease; and

10.6.2.5 when both additions and credits are involved in any one change, the adjustment in CONTRACTOR'S fee shall be computed on the basis of the net change in accordance with paragraphs 10.6.2.1 through 10.6.2.4, inclusive.

**10.7 Itemized Cost Breakdown**

Whenever the cost of any Work is to be determined pursuant to paragraph 10.4 or 10.5, CONTRACTOR will submit in form acceptable to ENGINEER an itemized cost breakdown together with supporting data.

**10.8 Cash Allowances**

It is understood that CONTRACTOR has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be done by such Subcontractors or Suppliers and for such sums within the limit of the allowances as may be acceptable to ENGINEER, CONTRACTOR agrees that:

10.8.1 Materials and Equipment

The allowances include the cost to CONTRACTOR (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the site, and all applicable taxes; and

10.8.2 Other Costs

CONTRACTOR'S costs for unloading and handling on the site, labor, installation costs, overhead, profit and other expenses contemplated for the allowances have been included in the Contract Price and not in the allowances. No demand for additional payment on account of any thereof will be valid.

10.8.3 Change Order

Prior to final payment, an appropriate Change Order will be issued as recommended by ENGINEER to reflect actual amounts due CONTRACTOR on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

**10.9 Unit Price Work**

10.9.1 General

Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the established unit prices for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by CONTRACTOR will be made by ENGINEER in accordance with Paragraph 8.10.

10.9.2 Overhead and Profit

Each unit price will be deemed to include an amount considered by CONTRACTOR to be adequate to cover CONTRACTOR'S overhead and profit for each separately identified item.

10.9.3 Claim for Increase in Unit Price

Where the quantity of any item of Unit Price Work performed by CONTRACTOR differs materially and significantly from the estimated quantity of such item indicated in the Agreement and there is no corresponding adjustment with respect to any other item of Work and if CONTRACTOR believes that CONTRACTOR has incurred additional expense as a result thereof, CONTRACTOR may make a claim for an increase in the Contract Price in accordance with Article 10.

## **11. CHANGE OF CONTRACT TIME**

### **11.1 Change Order**

The Contract Time may only be changed by a Change Order. Any claim for an extension or shortening of the Contract Time shall be based on written notice delivered to ENGINEER promptly (but in no event later than thirty days) after the occurrence of the event giving rise to the claim and stating the general nature of the claim. Notice of the extent of the claim with supporting data shall be delivered within sixty days after such occurrence (unless ENGINEER allows an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by the claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant has reason to believe it is entitled as a result of the occurrence of said event. All claims for adjustment in the Contract Time shall be determined by ENGINEER in accordance with paragraph 8.11. No claim for an adjustment in the Contract Time will be valid if not submitted in accordance with the requirements of this paragraph 11.1.

### **11.2 Justification for Time Extensions**

The Contract Time will be extended in an amount equal to time lost due to delays beyond the control of CONTRACTOR if a claim is made therefore as provided in paragraph 11.1. Such delays shall include, but not be limited to, acts or neglect by OWNER or others performing additional work as contemplated by Article 6, or to fires, floods, labor disputes, epidemics, abnormal weather conditions or acts of God.

### **11.3 Time Limits**

All time limits stated in the Contract Documents are of the essence of the Agreement. The provisions of this Article 11 shall not exclude recovery for damages (including but not limited to fees and charges of engineers, architects, attorneys and other professionals and court costs) for delay by either party.

## **12. WARRANTY AND GUARANTEE; TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK**

### **12.1 Warranty and Guarantee**

CONTRACTOR warrants and guarantees to OWNER and ENGINEER that all Work will be in accordance with the Contract Documents and will not be defective. All defective Work, whether or not in place, may be rejected, corrected or accepted as provided in this Article 12.

### **12.2 Access to Work**

ENGINEER and ENGINEER'S representatives, other representatives of OWNER, testing agencies and governmental agencies with jurisdictional interests will have access to the Work at reasonable times for their observation, inspecting and testing. CONTRACTOR shall provide proper and safe conditions for such access.

## 12.3 Tests and Inspections

### 12.3.1 Timely Notice

CONTRACTOR shall give ENGINEER timely notice of readiness of the Work for all required inspections, tests or approvals.

### 12.3.2 Requirements and Responsibilities

The ENGINEER may require such inspection and testing during the course of the Work as he/she deems necessary to ascertain and assure the integrity and acceptable quality of the materials incorporated and the work performed. Inspection presence may be either full-time or intermittent, and neither the presence nor absence at any time of the ENGINEER or the INSPECTOR shall relieve the CONTRACTOR of sole responsibility for the acceptability and integrity of the Work or any part thereof.

The costs of sampling, testing, and inspection on-site to ascertain acceptability of the Work and materials will be borne by the OWNER except as otherwise provided. The OWNER will select a testing laboratory to perform such sampling and testing. Sampling and/or testing required by the CONTRACTOR or necessitated by failure of Work or materials to meet the above acceptability test shall be at the expense of the CONTRACTOR.

Inspection services may be performed by the employees of the OWNER or by others selected or designated by the OWNER or the ENGINEER.

Sampling and/or testing required for manufacturing quality and/or process control, for certification that raw mineral materials or manufactured products are the quality specified in the contract, or to assure the acceptability for incorporation into the Work shall be borne by the CONTRACTOR or the material supplier.

Cost for inspection, sampling, testing, and approvals required by the laws or regulations of any public body having competent jurisdiction shall be borne by the CONTRACTOR or the material supplier.

Sampling and testing will be in accord with pertinent codes and regulations and with appropriate standards of the American Society of Testing Materials or other specified standards.

### 12.3.3 On-Site Construction Test and Other Testing

All inspections, tests or approvals other than those required by Laws or Regulations of any public body having jurisdiction shall be performed by organizations acceptable to OWNER and CONTRACTOR (or by ENGINEER if so specified).

#### 12.3.4 Covered Work

If any Work (including the work of others) that is to be inspected, tested or approved is covered without written concurrence of ENGINEER, it must, if requested by ENGINEER, be uncovered for observation. Such uncovering shall be at CONTRACTOR'S expense unless CONTRACTOR has given ENGINEER timely notice of CONTRACTOR'S intention to cover the same and ENGINEER has not acted with reasonable promptness in response to such notice.

#### 12.3.5 CONTRACTOR'S Obligation

Neither observations by ENGINEER nor inspections, tests or approvals by others shall relieve CONTRACTOR from CONTRACTOR'S obligations to perform the Work in accordance with the Contract Documents.

### 12.4 **OWNER May Stop Work**

If the Work is defective, or CONTRACTOR fails to supply sufficient skilled workers or suitable materials or equipment, or fails to furnish or perform the Work in such a way that the completed Work will conform to the Contract Documents, OWNER may order CONTRACTOR to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of OWNER to stop the Work shall not give rise to any duty on the part of OWNER to exercise this right for the benefit of CONTRACTOR or any other party.

### 12.5 **Correction or Removal of Defective Work**

If required by ENGINEER, CONTRACTOR shall promptly, as directed, either correct all defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by ENGINEER, remove it from the site and replace it with non-defective Work. CONTRACTOR shall bear all direct, indirect and consequential costs of such correction or removal (including but not limited to fees and charges of engineers, architects, attorneys and other professionals) made necessary thereby.

### 12.6 **One Year Correction Period**

If within one year after the date of Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any Work is found to be defective, CONTRACTOR shall promptly, without cost to OWNER and in accordance with OWNER'S written instructions, either correct such defective Work, or, if it has been rejected by OWNER, remove it from the site and replace it with non-defective Work. If CONTRACTOR does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, OWNER may have the defective Work corrected or the rejected Work removed and replaced, and all direct, indirect and consequential costs of such removal and replacement (including but not limited to fees and charges of engineers, architects, attorneys and other professionals) will be paid by CONTRACTOR. In special circumstances

where a particular item of equipment is placed in continuous service before Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications or by Change Order.

**12.7 Acceptance of Defective Work**

If, instead of requiring correction or removal and replacement of defective Work, OWNER prefers to accept it, OWNER may do so. CONTRACTOR shall bear all direct, indirect and consequential costs attributable to OWNER'S evaluation of and determination to accept such defective Work (such costs to be approved by ENGINEER as to reasonableness and to include but not be limited to fees and charges of engineers, architects, attorneys and other professionals).

**12.8 OWNER May Correct Defective Work**

If CONTRACTOR fails within a reasonable time after written notice of ENGINEER to proceed to correct and to correct defective Work or to remove and replace rejected Work as required by ENGINEER in accordance with paragraph 12.5, or if CONTRACTOR fails to perform the Work in accordance with the Contract Documents, or if CONTRACTOR fails to comply with any other provision of the Contract Documents, OWNER may, after seven days' written notice to CONTRACTOR, correct and remedy any such deficiency. In exercising the rights and remedies under this paragraph OWNER shall proceed expeditiously. To the extent necessary to complete corrective and remedial action, OWNER may exclude CONTRACTOR from all or part of the site, take possession of all or part of the Work, and suspend CONTRACTOR'S services related thereto, take possession of CONTRACTOR'S tools, appliances, construction equipment and machinery at the site and incorporate in the Work all materials and equipment stored at the site or for which OWNER has paid CONTRACTOR but which are stored elsewhere. CONTRACTOR shall allow OWNER, OWNER'S representatives, agents and employees such access to the site as may be necessary to enable OWNER to exercise the rights and remedies under this paragraph. All direct, indirect and consequential costs of OWNER in exercising such rights and remedies will be charged against CONTRACTOR in an amount approved as to reasonableness by ENGINEER, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and OWNER shall be entitled to an appropriate decrease in the Contract Price. Such direct, indirect and consequential costs will include but not be limited to fees and charges of engineers, architects, attorneys and other professionals, all court costs and all costs of repair and replacement of work of others destroyed or damaged by correction, removal or replacement of CONTRACTOR'S defective Work. CONTRACTOR shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by OWNER of OWNER'S rights and remedies hereunder.



### **13. PAYMENTS TO CONTRACTOR AND COMPLETION**

#### **13.1 Schedule of Values**

The schedule of values established as provided in paragraph 2.8 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to ENGINEER. Progress payments on account of Unit Price Work will be based on the number of units completed.

#### **13.2 Application for Progress Payments**

At least ten days before each progress payment is scheduled (but not more often than once a month), CONTRACTOR shall submit to ENGINEER for review an Application for Payment filled out and signed by CONTRACTOR covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice or other documentation warranting that OWNER has received the materials and equipment free and clear of all liens, charges, security interests and encumbrances (which are hereinafter in these General Conditions referred to as "Liens") and evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect OWNER'S interest therein, all of which will be satisfactory to OWNER. OWNER shall, within thirty (30) calendar days of presentation to him of an approved Application for Payment, pay CONTRACTOR the amount approved by ENGINEER. Monthly progress payments shall be ninety (90) percent of the sum obtained by applying the respective bid unit prices to the approved estimated quantities of work completed by the Contractor during the preceding month. The remaining ten (10) percent will be held by the Owner, as retainage. At such time as the Engineer deems appropriate - based on the quality of work performed, progress of cleanup, and other pertinent factors - the rate of retainage, or the total amount retained, may be reduced; although, any reduction in retainage, below the ten (10) percent level, is made solely at the Engineer's discretion. All remaining retainage held will be included in the final payment to the Contractor.

#### **13.3 CONTRACTOR'S Warranty of Title**

CONTRACTOR warrants and guarantees that title to all Work, materials and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to OWNER no later than the time of payment free and clear of all Liens.

### **13.4 Review of Applications for Progress Payments**

#### **13.4.1 Submission of Application for Payment**

ENGINEER will, after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to OWNER, or return the Application to CONTRACTOR indicating in writing ENGINEER'S reasons for refusing to recommend payment. In the latter case, CONTRACTOR may make the necessary corrections and resubmit the Application.

#### **13.4.2 ENGINEER'S Recommendation**

ENGINEER may refuse to recommend the whole or any part of any payment, if, in ENGINEER'S opinion, it would be incorrect to make such representations to OWNER. ENGINEER may also refuse to recommend any such payment, or, because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such payment previously recommended, to such extent as may be necessary in ENGINEER'S opinion to protect OWNER from loss because:

13.4.2.1 the Work is defective, or completed Work has been damaged requiring correction or replacement;

13.4.2.2 the Contract Price has been reduced by Written Amendment or Change Order;

13.4.2.3 OWNER has been required to correct defective Work or complete Work in accordance with paragraph 12.8; or

13.4.2.4 of ENGINEER'S actual knowledge of the occurrence of any of the events enumerated in paragraphs 14.2.1 through 14.2.9 inclusive.

### **13.5 Partial Utilization**

OWNER at any time may request CONTRACTOR in writing to permit OWNER to use any such part of the Work which OWNER believes to be ready for its intended use and has been completed. If CONTRACTOR agrees, CONTRACTOR will certify to OWNER that said part of the Work is complete and request that a Certificate of Completion be issued for that part of the Work.

### **13.6 Final Inspection**

Upon written notice from CONTRACTOR that the entire Work or an agreed portion thereof is complete, ENGINEER will make a final inspection with CONTRACTOR and will notify CONTRACTOR in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. CONTRACTOR shall immediately take such measures as are necessary to remedy such deficiencies.

### **13.7 Final Application for Payment**

After CONTRACTOR has completed all such corrections to the satisfaction of ENGINEER and delivered all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection, marked-up record documents (as provided in paragraph 5.14) and other documents - all as required by the Contract Documents, and after ENGINEER has indicated that the Work is acceptable (subject to the provisions of paragraph 13.10), CONTRACTOR may make application for final payment following the procedure for progress payments. The final Application for Payment shall be accompanied by all documentation called for in the Contract Documents, together with complete and legally effective releases or waivers (satisfactory to OWNER) of all Liens arising out of or filed in connection with the Work. In lieu thereof and as approved by OWNER, CONTRACTOR may furnish receipts or releases in full; an affidavit of CONTRACTOR that the releases and receipts include all labor, services, material and equipment for which a Lien could be filed, and that all payrolls, material and equipment bills, and other indebtedness connected with the Work for which OWNER or OWNER'S property might in any way be responsible, have been paid or otherwise satisfied; and consent of the surety, if any, to final payment. If any Subcontractor or Supplier fails to furnish a release or receipt in full, CONTRACTOR may furnish a Bond or other collateral satisfactory to OWNER to indemnify OWNER against any Lien.

### **13.8 Final Payment and Acceptance**

#### **13.8.1 ENGINEER'S Approval**

If, on the basis of ENGINEER'S observation of the Work during construction and final inspection, and ENGINEER'S review of the final Application for Payment and accompanying documentation - all as required by the Contract Documents, ENGINEER is satisfied that the Work has been completed and CONTRACTOR'S other obligations under the Contract Documents have been fulfilled, ENGINEER will, after receipt of the final Application for Payment, indicate in writing ENGINEER'S recommendation of payment and present the Application to OWNER for payment. Thereupon ENGINEER will give written notice to OWNER and CONTRACTOR that the Work is acceptable, subject to the provisions of paragraph 13.10. Otherwise, ENGINEER will return the Application to CONTRACTOR, indicating in writing the reasons for refusing to recommend final payment, in which case CONTRACTOR shall make the necessary corrections and resubmit the Application.

#### **13.8.2 Delay in Completion of Work**

If, through no fault of CONTRACTOR, final completion of the Work is significantly delayed, OWNER shall, upon receipt of CONTRACTOR'S final Application for Payment and recommendation of ENGINEER, and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by OWNER for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if Bonds have been

furnished as required in paragraph 10 of Part II, Information for Bidders, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by CONTRACTOR to ENGINEER with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

**13.9 CONTRACTOR'S Continuing Obligation**

CONTRACTOR'S obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. Neither recommendation of any progress or final payment by ENGINEER, nor the issuance of a certificate of Completion, nor any payment by OWNER to CONTRACTOR under the Contract Documents, nor any use or occupancy of the Work or any part thereof by OWNER, nor any act of acceptance by OWNER nor any failure to do so, nor any review and approval of a Shop Drawing or sample submission, nor any correction of defective Work by OWNER will constitute an acceptance of Work not in accordance with the Contract Documents or a release of CONTRACTOR'S obligation to perform the Work in accordance with the Contract Documents (except as provided in paragraph 13.10).

**13.10 Waiver of Claims**

The making and acceptance of final payment will constitute:

**13.10.1** a waiver of all claims by OWNER against CONTRACTOR, except claims arising from unsettled Liens, from defective Work appearing after final inspection or from failure to comply with the Contract Documents or the terms of any special guarantees specified therein; however, it will not constitute a waiver by OWNER of any rights in respect of CONTRACTOR'S continuing obligations under the Contract Documents; and

**13.10.2** a waiver of all claims by CONTRACTOR against OWNER other than those previously made in writing and still unsettled.

**14. SUSPENSION OF WORK AND TERMINATION**

**14.1 OWNER May Suspend Work**

OWNER may, at any time and without cause, suspend the Work or any portion thereof for a period of not more than ninety days by notice in writing to CONTRACTOR and ENGINEER which will fix the date on which Work will be resumed. CONTRACTOR shall resume the Work on the date so fixed. CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension if CONTRACTOR makes an approved claim therefor as provided in Articles 10 and 11.

## **14.2 OWNER May Terminate**

The OWNER may terminate the Work upon the occurrence of any one or more of the following events:

**14.2.1** if CONTRACTOR commences a voluntary case under any chapter of the Bankruptcy Code (Title 11, United States Code), as now or hereafter in effect, or if CONTRACTOR takes any equivalent or similar action by filing a petition or otherwise under any other federal or state law in effect at such time relating to the bankruptcy or insolvency;

**14.2.2** if a petition is filed against CONTRACTOR under any chapter of the Bankruptcy Code as now or hereafter in effect at the time of filing, or if a petition is filed seeking any such equivalent or similar relief against CONTRACTOR under any other federal or state law in effect at the time relating to bankruptcy or insolvency;

**14.2.3** if CONTRACTOR makes a general assignment for the benefit of creditors;

**14.2.4** if a trustee, receiver, custodian or agent of CONTRACTOR is appointed under applicable law or under contract, whose appointment or authority to take charge of property of CONTRACTOR is for the purpose of enforcing a Lien against such property or for the purpose of general administration of such property for the benefit of CONTRACTOR'S creditors;

**14.2.5** if CONTRACTOR admits in writing an inability to pay its debts generally as they become due;

**14.2.6** if CONTRACTOR persistently fails to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the progress schedule established under paragraph 2.8 as revised from time to time);

**14.2.7** if CONTRACTOR disregards Laws or Regulations of any public body having jurisdiction;

**14.2.8** if CONTRACTOR disregards the authority of ENGINEER, or

**14.2.9** if CONTRACTOR otherwise violates in any substantial way any provisions of the Contract Documents;

OWNER may, after giving CONTRACTOR (and the surety) seven days' written notice and to the extent permitted by Laws and Regulations, terminate the services of CONTRACTOR, exclude CONTRACTOR from the site and take possession of the Work and of all CONTRACTOR'S tools,

appliances, construction equipment and machinery at the site and use the same to the full extent they could be used by CONTRACTOR (without liability to CONTRACTOR for trespass or conversion), incorporate in the Work all materials and equipment stored at the site or for which OWNER has paid CONTRACTOR but which are stored elsewhere, and finish the Work as OWNER may deem expedient. In such case CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct, indirect and consequential costs of completing the Work (including but not limited to fees and charges of engineers, architects, attorneys and other professionals and court and arbitration costs) such excess will be paid to CONTRACTOR. If such costs exceed such unpaid balance, CONTRACTOR shall pay the difference to OWNER. Such costs incurred by OWNER will be approved as to reasonableness by ENGINEER and incorporated in a Change Order, but when exercising any rights or remedies under this paragraph OWNER shall not be required to obtain the lowest price for the Work performed.

**14.2.10** If safety violations are observed and brought to the Contractors attention and Contractor fails to take immediate corrective measures any repeat of similar safety violations, Owner will order an immediate termination of contract. Note: it is the Contractor's responsibility to know proper safety measures as they pertain to construction and OSHA.

**14.2.11** 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.

**14.2.12** 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.

**14.3 CONTRACTOR'S Services Terminated**

Where CONTRACTOR'S services have been so terminated by OWNER, the termination will not affect any rights or remedies of OWNER against CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of moneys due CONTRACTOR by OWNER will not release CONTRACTOR from liability.

**14.4 Payment After Termination**

Upon seven days' written notice to CONTRACTOR, OWNER may, without cause and without prejudice to any other right or remedy, elect to abandon the Work and terminate the Agreement. In such case, CONTRACTOR shall be paid for all Work executed and any expense sustained plus reasonable termination expenses, which will include, but not be limited to, direct, indirect and consequential costs (including,

but not limited to, fees and charges of engineers, architects, attorneys and other professionals and court and arbitration costs).

**14.5 CONTRACTOR May Stop Work or Terminate**

If, through no act or fault of CONTRACTOR, the Work is suspended for a period of more than ninety days by OWNER or under an order of court or other public authority, or ENGINEER fails to act on any Application for Payment within sixty days after it is submitted, or OWNER fails for sixty days to pay CONTRACTOR any sum finally determined to be due, then CONTRACTOR may, upon seven days' written notice to OWNER and ENGINEER, terminate the Agreement and recover from OWNER payment for all Work executed and any expense sustained plus reasonable termination expenses. In addition, and in lieu of terminating the Agreement, if ENGINEER has failed to act on an Application for Payment or OWNER has failed to make any payment as aforesaid, CONTRACTOR may upon seven days' written notice to OWNER and ENGINEER stop the Work until payment of all amounts then due. The provisions of this paragraph shall not relieve CONTRACTOR of the obligations under paragraph 5.16 to carry on the Work in accordance with the progress schedule and without delay during disputes and disagreements with OWNER.

**15. MISCELLANEOUS**

**15.1 Claims for Injury or Damage**

Should OWNER or CONTRACTOR suffer injury or damage to person or property because of any error, omission or act of the other party or of any of the other party's employees or agents or others for whose acts the other party is legally liable, claim will be made in writing to the other party within a reasonable time of the first observance of such injury or damage. The provisions of this paragraph 15.1 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitations or repose.

**15.2 Non-Discrimination in Employment**

The CONTRACTOR shall comply with the following requirements prohibiting discrimination:

**15.2.1** That no person (as defined in KRS 344.010) shall bid on Lexington-Fayette Urban County Government construction projects, or bid to furnish materials or supplies to the Lexington-Fayette Urban County Government, if, within six months prior to the time of opening of bids, said person shall have been found, by declaratory judgment action in Fayette Circuit Court, to be presently engaging in an unlawful practice, as hereinafter defined. Such declaratory judgment action may be brought by an aggrieved individual or upon an allegation that an effort at conciliation pursuant to KRS 344.200 has been attempted and failed, by the Lexington-Fayette County Human Rights Commission.

**15.2.2** That it is an unlawful practice for an employer:

**15.2.2.1** to fail or refuse to hire, or to discharge any individual or otherwise to discriminate against an individual, with respect to his compensation, terms, conditions, or privileges of employment, because of such individual's race, color, religion, sex, age, or national origin; or

**15.2.2.2** to limit, segregate or classify his employees in any way which would deprive or tend to deprive an individual of employment opportunities or otherwise adversely affect his status as an employee because of such individual's sex, race, color, religion, age, or national origin.

**15.2.3** That it is an unlawful practice for an employer, labor organization, or joint-labor management committee controlling apprenticeship or other training or retraining, including on-the-job training programs to discriminate against an individual because of his race, color, religion, sex, age, or national origin in admission to, or employment in, any program established to provide apprenticeship or other training.

**15.2.4** That a copy of this Ordinance shall be furnished all suppliers and made a part of all bid specifications.

**15.2.5** This Ordinance shall take effect after it is signed, published and recorded, as required by law.

**15.3 Temporary Street Closing or Blockage**

The CONTRACTOR will notify the ENGINEER at least 72 hours prior to making any temporary street closing or blockage. This will permit orderly notification to all concerned public agencies. Specific details and restrictions on street closure or blockage are contained in the Special Conditions.

**15.4 Percentage of Work Performed by Prime CONTRACTOR**

The CONTRACTOR shall perform on site, and with its own organization, Work equivalent to at least fifty (50%) percent of the total amount of Work to be performed under the Contract. This percentage may be reduced by a supplemental agreement to this Contract if, during performing the Work, the CONTRACTOR requests a reduction and the ENGINEER determines that the reduction would be to the advantage of the OWNER.

**15.5 Clean-up**

Cleanup shall progress, to the greatest degree practicable, throughout the course of the Work. The Work will not be considered as completed, and final payment will not be made, until the right-of-way and all ground occupied or affected by the Contractor in connection with the Work has been cleared of all rubbish, equipment,



excess materials, temporary structures, and weeds. Rubbish and all waste materials of whatever nature shall be disposed of, off of the project site, in an acceptable manner. All property, both public and private, which has been damaged in the prosecution of the Work, shall be restored in an acceptable manner. All areas shall be draining, and all drainage ways shall be left unobstructed, and in such a condition that drift will not collect or scour be induced.

**15.6 General**

The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon CONTRACTOR by paragraphs 12.1, 12.3.5, 13.3, and 15.2 and all of the rights and remedies available to OWNER and ENGINEER thereunder, are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee or by other provisions of the Contract Documents, and the provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right and remedy to which they apply. All representations, warranties and guarantees made in the Contract Documents will survive final payment and termination or completion of the Agreement.

**15.7 Debris Disposal**

For all LFUCG projects any trash, construction demolition debris, yard waste, dirt or debris of any kind that is removed from the project site must be disposed of in accordance with local, state, and federal regulations. The disposal site or facility must be approved in advance by the LFUCG and disposal documentation is required. The Contractor will be responsible for payment of any fines associated with improper disposal of material removed from the project site.

- END OF SECTION -

**PART V**  
**SPECIAL CONDITIONS**  
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**SEE PROJECT CONSTRUCTION PLANS**

**- END OF SECTION -**

**PART VI**  
**CONTRACT AGREEMENT**

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1. SCOPE OF WORK
2. TIME OF COMPLETION AND LIQUIDATED DAMAGES
3. ISSUANCE OF WORK ORDERS
4. THE CONTRACT SUM
5. PROGRESS PAYMENTS
6. ACCEPTANCE AND FINAL PAYMENT
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PART VI

CONTRACT AGREEMENT

THIS AGREEMENT, made on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between **Lexington-Fayette Urban County Government**, acting herein called "OWNER" and \_\_\_\_\_, doing business as \*(an individual) (a partnership) (a corporation) located in the City of \_\_\_\_\_, County of \_\_\_\_\_, and State of \_\_\_\_\_, hereinafter called "CONTRACTOR."

WITNESSETH: That the CONTRACTOR and the OWNER in consideration of \_\_\_\_\_ Dollars and \_\_\_\_\_ Cents (\$ \_\_\_\_\_) quoted in the proposal by the CONTRACTOR, dated \_\_\_\_\_, hereby agree to commence and complete the construction described as follows:

**1. SCOPE OF WORK**

The CONTRACTOR shall furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, the General Conditions, and the Special Conditions of the Contract, the Specifications and Contract Documents therefore as prepared for the **Kearney Ridge and Beaumont Woods Detention Basin Improvements**.

**2. TIME OF COMPLETION AND LIQUIDATED DAMAGES**

The time period estimated and authorized by the OWNER for the proper execution of the Work by the Contract, in full, is hereby fixed as **ONE HUNDRED AND TWENTY (120) calendar days**. The time shall begin in accordance with the Notice to Proceed provided by OWNER. **TIME IS OF THE ESSENCE IN THE PERFORMANCE OF THIS AGREEMENT AND CONTRACTOR SHALL BE LIABLE AND RESPONSIBLE FOR DAMAGES SUFFERED BY OWNER AS A RESULT OF THE DELAY CAUSED BY CONTRACTOR.**

Should the CONTRACTOR fail or refuse to complete the work within the time specified in his Proposal and/or Contract (or extension of time granted by the owner), the CONTRACTOR shall pay liquidated damages in an amount of **\$1,000.00 per day**. The amount of liquidated damages shall in no event be considered as a penalty, nor other than an amount agreed upon by the CONTRACTOR and the OWNER for damages, losses, additional engineering, additional resident representation, and other costs that will be sustained by the OWNER, if the CONTRACTOR fails to complete the work within the specified time. Liquidated damages will be applied on a rate per day for each and every calendar day (Sundays and holidays included) beyond the Contract expiration date stipulated in the Contract Documents, considering all time extension granted. **These Liquidated Damages are in addition to any other damages / fees / penalties that are incurred as a result of other requirements.**

### **3. ISSUANCE OF WORK ORDERS**

Notice to begin Work will be given in whole or for part of the Work as determined by the OWNER pending the availability of funds. The order of construction will be as determined by the Engineer after consultation with the CONTRACTOR and the OWNER.

### **4. THE CONTRACT SUM**

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the Contract, as quoted in the proposal, subject to any additions and deductions, as provided therein.

### **5. PROGRESS PAYMENTS**

The OWNER shall make payments on account of the Contract, as provided in accordance with the General Conditions, as estimated by the Engineer, less the aggregate of previous payments.

### **6. ACCEPTANCE AND FINAL PAYMENT**

Final payment shall be due within ninety (90) days after completion of the Work, provided the Work be then fully completed and the Contract fully accepted.

Before issuance of final certificate, the CONTRACTOR shall submit evidence satisfactory to the Engineer that all payrolls, material bills, and other indebtedness connected with the Work has been paid.

If, after the Work has been substantially completed, full completion thereof is materially delayed through no fault of the CONTRACTOR, and the Engineer so certifies, the OWNER shall upon certificate of the Engineer, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

### **7. THE CONTRACT DOCUMENTS**

The Advertisement for Bids, Information for Bidders, General Conditions, Special Conditions, Contract Agreement, Bonds and Certificates, Technical Specifications, any and all Addenda, and Proposal, and Plan Drawings form the Contract, and they are fully a part of the Contract as if hereto attached or herein repeated.

### **8. EXTRA WORK**

The OWNER, without invalidating the Contract, may order extra work or make changes by altering, adding to, or deducting from the Work, the Contract Sum being adjusted accordingly. All such Work shall be executed and paid for in accordance with the General Conditions, which is a part of this Contract.

**9. ENUMERATION OF SPECIFICATIONS AND DRAWINGS**

The following is an enumeration of the Specifications and Drawings (Contract Documents):

**SPECIFICATIONS**

<b>SECTION NO.</b>	<b>TITLE</b>	<b>PAGES</b>
I	Advertisement for Bids	AB-1 to 6
II	Information for Bidders	IB-1 to 10
III	Form of Proposal	P-1 to 25
IV	General Conditions	GC-1 to 50
V	Special Conditions	SC-1
VI	Contract Agreement	CA-1 to 10
VII	Bonds and Certificates	BC-1 to 18
VIII	Permits	PE-1
IX	Addenda	A-1

**TECHNICAL SPECIFICATIONS**

Division 1	General Requirements	all-inclusive
Division 2	Site Work	all-inclusive
Division 3	Concrete	all-inclusive

**STANDARD DRAWINGS**

**LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**

<u>Number</u>	<u>Description</u>
100	Storm Sewer Manhole Type "A" – Circular Walls
101	Storm Sewer Manhole Type "B" – Non-Circular Walls
102	Storm Sewer Manhole Details
103	Manhole Frames, Covers, and Steps
104	Storm Sewer Manhole Circular Slabs 4'-0" and 5'-0" Diameter
105	Storm Sewer Manhole Circular Slabs 6'-0" Diameter
106	Storm Sewer Manhole Circular Slabs 7'-0" Diameter
107	Storm Sewer Manhole Circular Slabs 8'-0" Diameter
108	Reinforcement Detail 5' Non-Circular M.H. <10' Depth, 8" Walls, 10" Slab

109	Reinforcement Detail 5' Non-Circular M.H. 7'-6" to 20' Depth, 8" Walls, 12" Slab
110	Reinforcement Detail 6' Non-Circular M.H. <10' Depth, 8" Walls, 10" Slab
111	Reinforcement Detail 6' Non-Circular M.H. 8' to 15' Depth, 8" Walls, 12" Slab
112	Reinforcement Detail 6' Non-Circular M.H. 15' to 20' Depth, 10" Walls, 12" Slab
113	Reinforcement Detail 7' Non-Circular M.H. Less Than 10' Depth, 8" Walls, 10" Slab
114	Reinforcement Detail 7' Non-Circular M.H. 8' to 10' Depth, 8" Walls, 12" Slab
115	Reinforcement Detail 7' Non-Circular M.H. 10' to 20' Depth, 10" Walls, 12" Slab
120	Surface Inlet Type "A"
121	Surface Inlet Type "B"
122-1	Curb Box Inlet Type "A" 4' x 4' Box 15" - 18" Pipes
122-2	Curb Box Inlet Type "A" 4' x 4' Box 15" - 18" Pipes
123-1	Curb Box Inlet Type "B" 5' x 5' Box 15" - 24" Pipes
123-2	Curb Box Inlet Type "B" 5' x 5' Box 15" - 24" Pipes
124-1	Curb Box Inlet Type "C" 4' x 3' Box Single Pipe 15" or Less
124-2	Curb Box Inlet Type "C" 4' x 3' Box Single Pipe 15" or Less
125	Curb Box Inlet Type "D"
126	Spring Box Inlet Type "A"
127	Spring Box Inlet Type "B"
128	Security Devices for Frames and Grates
130-1	Aggregate Channel Lining
130-2	Aggregate Channel Lining
131	Mattress Channel Lining
132	Paved Ditch
150	Straight Headwalls
151	ELL Headwalls
152	U-Type Headwalls
153	Pipe Culvert Headwalls 0° Skew 15" - 27" Circular Pipe
154-1	Pipe Culvert Headwalls 0° Skew 30"-108" Pipe
154-2	Dimensions and Quantities 30"-108" Headwalls Circular Pipe 0° Skew
154-3	Bill of Reinforcement 30"-90" Diameter Circular Pipe Headwalls 0° Skew
154-4	Bill of Reinforcement 96" - 108" Diameter Circular Pipe Headwalls 0° Skew
158	18" - 24" Double & Triple Pipe Culvert Headwalls at 0° Skew
159-1	Double and Triple Pipe Culvert Headwalls 0° Skew
159-2	Dimensions and Quantities 30" - 48" Double and Triple Headwalls - Circular Pipe 0° Skew
159-3	Bill of Reinforcement 30" - 48" Double and Triple Headwalls - Circular Pipe 0° Skew
162	Sloped and Flared Box Inlet - Outlet 18" - 24" - 30" - 36" All Skews
163	Grates for Sloped and Flared Box Inlet - Outlet
164	Impact Stilling Basin 15" - 24" Pipes
165	Impact Stilling Basin 27" - 48" Pipes
180	Retaining Wall Gravity Type
200	Trenching, Laying, Backfilling and Bedding Outside R/W Limits
201-1	Trenching, Laying, Backfilling and Bedding Under Street Pavement

201-2	Trenching, Laying, Backfilling and Bedding Under Street Pavement Using Flowable Fill
201-3	Utility Trench Restoration Beneath Existing Paved Roads (Section View)
201-4	Utility Trench Restoration Beneath Existing Paved Roads (Plan View)
204	Sanitary Sewer Pipe: Types and Maximum Allowable Fill Heights
210	Typical Precast Concrete Shallow Manhole Pipes 24" and Larger
211	Typical Standard Precast Concrete Manhole For Pipes Up to 24"
212	Typical Precast Concrete Drop Manhole Pipes Up To 36"
213	Standard Manhole Junction and Water Stop Details
214	Sewer Manhole Adjustment Grade Rings
216	Manhole Size Standards and General Notes for Deep Manholes
217	Deflection Angle Criteria for Sanitary Manholes
220	Standard Circular Manhole Frame and Cover
222	Standard Watertight Manhole Frame and Cover
230	House Lateral for Greater than 6' Deep Sewer in Soil and Rock Excavation
231	House Lateral for Greater than 6' Deep Sewer in Soil
232	House Lateral for Shallow Sewer in Soil or Rock
233	Lateral Cleanout in Non-Paved Areas and Yards
234	Right-Of-Way Easement Lateral Cleanout in Non-Paved Areas and Yards
240	Sanitary Sewer Stream Crossing and Stream Bed Restoration Detail
250	Grease Interceptor Typical Configuration
260	Sewer Connection to Existing Concrete Manhole
300	Typical Street Sections
301	Curb and Gutter
302	Integral Curb, Header Curb, Monolithic Curb and Sidewalk
303	Sidewalk Construction Specifications
304	Sidewalk Ramp Type 1
307-1	Residential Entrance Details
307-2	Commercial Entrance Details
308	Chain Link Fence 3' - 6'
309	Chain Link Fence 8' - 12'
310	Chain Link Gate
311	Plank Fence
312	Woven Wire Right-of-Way Fence Type 1
313	Woven Wire Right-of-Way Fence Type 2
314	Woven Wire Gates
315	Concrete Steps
316	Top Rail for Retaining Walls Handrail for Steps
317	County Road Typical Shoulder Sections (Minimum Requirements)
318	Edge Key
319	Typical Edge Key for Minimum Overlays, Short Projects, Low Speed
320-1	Perforated Pipe Subgrade Drainage Along Roadway
320-2	Perforated Pipe Subgrade Drainage For Raised Non-Paved Medians
321	Perforated Pipe for Subgrade Drainage
322	Perforated Pipe Underdrains
323	Public Improvement Sign



## **KENTUCKY TRANSPORTATION CABINET**

<u>Number</u>	<u>Description</u>
RDB-280-05	Curb Box Inlet Type B (Detail Drawing)
RDB-281-02	Curb Box Inlet Type B (Steel Drawing)
RDB-282-03	Curb Box Inlet Type B (Top Phase Tables)
RDB-283-03	Curb Box Inlet Type B (Detail and Bar Chart for 8" Lid)
RDB-400-04	Box Inlet Riser
RDB-410-05	Box Inlet Pipe Chamber
RDB-420-04	Box Inlet Pipe Chamber (Additional Steel)

### **DRAWINGS**

Kearney Ridge and Beaumont Woods Detention Basin Improvements Construction Drawings  
Sheets 01 through 09

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the date and year above written.

(Seal)

Lexington-Fayette Urban County Government  
Lexington, Kentucky

(Owner)

ATTEST:

\_\_\_\_\_  
Clerk of the Urban County Council

BY: \_\_\_\_\_  
MAYOR

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(Title)

(Seal)

\_\_\_\_\_  
(Contractor)

\_\_\_\_\_  
(Secretary)\*

BY: \_\_\_\_\_

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Address and Zip Code)

IMPORTANT: \*Strike out any non-applicable terms.

Secretary of the Owner should attest. If the CONTRACTOR is corporation, Secretary should attest. Give proper title of each person-executing Contract.

- END OF SECTION -

**PART VII**  
**BONDS AND CERTIFICATES**

**1.01 PERFORMANCE BOND**

**PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS, that

\_\_\_\_\_  
(Name of CONTRACTOR)

\_\_\_\_\_  
(Address of CONTRACTOR)

a \_\_\_\_\_, hereinafter  
(Corporation, Partnership, or Individual)

called Principal, and \_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
(Address of Surety)

hereinto called Surety, are held and firmly bound unto

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT  
200 East Main Street, Third Floor  
Lexington, Kentucky 40507

Obligee, hereinafter called "OWNER" in the penal sum of:

\_\_\_\_\_ dollars (\$ \_\_\_\_\_),  
for the payment of whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors,  
and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal by written agreement is entering into an Agreement (Contract) with OWNER for the Kearney Ridge and Beaumont Woods Detention Basin Improvements, LFUCG Bid No. 98-2021 in accordance with Contract Documents prepared by Stantec Consulting Services Inc. and dated October 6, 2021, which Agreement (Contract) is by reference made a part hereof, and is hereinafter referred to as the Agreement (Contract).

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal shall promptly and faithfully perform said Agreement (Contract), then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the OWNER.

Whenever, Principal shall be, and declared by OWNER to be in default under the Agreement (Contract), the OWNER having performed OWNER'S obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

1. Complete the Agreement (Contract) in accordance with its terms and conditions or
2. Obtain a Bid or Bids for completing the Agreement (Contract) in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or if the OWNER elects, upon determination by the OWNER and Surety jointly of the lowest responsible bidder, arrange for an Agreement (Contract) between such bidder and OWNER, and make available as Work progresses (even though there may be a default or a succession of defaults under the Agreement (Contract) or Agreements (Contracts) of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Agreement (Contract) Amount; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "Balance of the Agreement (Contract) Amount", as used in this paragraph shall mean the total amount payable by OWNER to Principal under the Agreement (Contract) and any amendments thereto, less the amount properly paid by OWNER to Principal.

Any suit under this bond must be instituted before the expiration of one (1) year from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the OWNER named herein or the heirs, executors, administrators or successors of OWNER.

IN WITNESS WHEREOF, this instrument is executed in \_\_\_\_\_ counterparts, each one of  
(number)

which shall be deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

ATTEST:

\_\_\_\_\_  
Principal

\_\_\_\_\_  
(Principal) Secretary

By: \_\_\_\_\_ (s)

\_\_\_\_\_  
Address

\_\_\_\_\_

\_\_\_\_\_  
Witness as to Principal

\_\_\_\_\_  
Address

\_\_\_\_\_

\_\_\_\_\_  
Surety

ATTEST:

By: \_\_\_\_\_

Attorney-in-Fact

\_\_\_\_\_  
(Surety) Secretary

\_\_\_\_\_  
Address

\_\_\_\_\_

(SEAL)

\_\_\_\_\_  
Witness to Surety

Title: \_\_\_\_\_

Surety

\_\_\_\_\_  
Address

By: \_\_\_\_\_

Title: \_\_\_\_\_

NOTE: The number of executed counterparts of the bond shall coincide with the number of executed counterparts of the Agreement (Contract).

1.02 PAYMENT BOND

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that

\_\_\_\_\_  
(Name of CONTRACTOR)

\_\_\_\_\_  
(Address of CONTRACTOR)

a \_\_\_\_\_, hereinafter  
(Corporation, Partnership, or Individual)

called Principal, and \_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
(Address of Surety)

hereinto called Surety, are held and firmly bound unto

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT  
200 East Main Street, Third Floor  
Lexington, Kentucky 40507

Obligee, hereinafter called "OWNER" in the penal sum of:

\_\_\_\_\_ dollars (\$ \_\_\_\_\_),

for the payment of whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal by written agreement is entering into an Agreement (Contract) with OWNER for the Kearney Ridge and Beaumont Woods Detention Basin Improvements, LFUCG Bid No. 98-2021 in accordance with Contract Documents prepared by Stantec Consulting Services Inc. and dated October 6, 2021, which Agreement (Contract) is by reference made a part hereof, and is hereinafter referred to as the Agreement (Contract).

NOW, THEREFORE THE CONDITION OF THIS OBLIGATION is such that, if Principal shall promptly make payment to all claimants as hereinafter defined for all labor and material used or reasonably required for use in the performance of the Agreement (Contract), then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Principal or with a Subcontractor of the Principal for labor material, or both, used or reasonably required for use in the performance of the Agreement (Contract), labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Agreement (Contract).
2. The above named Principal and Surety hereby jointly and severally agree with the OWNER that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such

sum or sums as may be justly due claimant and have execution thereon. The OWNER shall not be liable for the payment of any costs or expenses of any such suit.

3. No suit or action shall be commenced hereunder by any claimant:
  - (a) Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: The Principal, the OWNER, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the Work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the Work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, OWNER, or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.
  - (b) After the expiration of one (1) year following the date on which Principal ceased Work on said Agreement (Contract), it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
  - (c) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project, or any part thereof, is situated, or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.
4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against aid improvement, whether or not claim for the amount of such lien be presented under and against this bond.



IN WITNESS WHEREOF, this instrument is executed in \_\_\_\_\_ counterparts, each one of  
(number)

which shall be deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

ATTEST:

\_\_\_\_\_  
Principal

\_\_\_\_\_  
(Principal) Secretary

By: \_\_\_\_\_ (s)

\_\_\_\_\_  
Address

\_\_\_\_\_  
Witness as to Principal

\_\_\_\_\_  
Address

\_\_\_\_\_  
Surety

ATTEST:

By: \_\_\_\_\_  
Attorney-in-Fact

\_\_\_\_\_  
(Surety) Secretary

\_\_\_\_\_  
Address

(SEAL)

\_\_\_\_\_  
Witness to Surety

Title: \_\_\_\_\_  
Surety

\_\_\_\_\_  
Address

By: \_\_\_\_\_

Title: \_\_\_\_\_

NOTE: The number of executed counterparts of the bond shall coincide with the number of executed counterparts of the Agreement (Contract).

1.03 EROSION AND SEDIMENT CONTROL PERFORMANCE BOND

EROSION AND SEDIMENT CONTROL PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that

\_\_\_\_\_  
(Name of CONTRACTOR)

\_\_\_\_\_  
(Address of CONTRACTOR)

a \_\_\_\_\_, hereinafter  
(Corporation, Partnership, or Individual)

called Principal, and \_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
(Address of Surety)

hereinto called Surety, are held and firmly bound unto

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT  
200 East Main Street, Third Floor  
Lexington, Kentucky 40507

Obligee, hereinafter called "OWNER" in the penal sum of:

\_\_\_\_\_ dollars (\$ \_\_\_\_\_), for the  
payment of whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors, and  
assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal by written agreement is entering into an Agreement (Contract) with OWNER for the Kearney  
Ridge and Beaumont Woods Detention Basin Improvements, LFUCG Bid No. 98-2021 in accordance with Contract  
Documents prepared Stantec Consulting Services Inc. and dated October 6, 2021, which Agreement (Contract) is by  
reference made a part hereof, and is hereinafter referred to as the Agreement (Contract).

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal shall promptly and  
faithfully perform said Agreement (Contract), then this obligation shall be null and void; otherwise it shall remain in  
full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the OWNER.

Whenever, Principal shall be, and declared by OWNER to be in default under the Agreement (Contract), the  
OWNER having performed OWNER's obligations thereunder, the Surety may promptly remedy the default, or shall  
promptly:

1. Complete the installation, maintenance, and removal of the soil erosion and sediment controls and final  
stabilization of the site during the full period of land disturbance in accordance with the Agreement (Contract),  
the LFUCG Land Disturbance Permit, Chapter 16 Article X Division 5 of the LFUCG Code of Ordinances,  
Chapter 11 of the LFUCG Stormwater Manual, and the KPDES General Permit for Stormwater Discharges  
Associated with Construction Activities (KYR10).

2. Obtain a Bid or Bids for completing the installation, maintenance, and removal of the soil erosion and sediment controls and final stabilization of the site in accordance with the Agreement's (Contract's) terms and conditions, and upon determination by Surety of the lowest responsible bidder, or if the OWNER elects, upon determination by the OWNER and Surety jointly of the lowest responsible bidder, arrange for an Agreement (Contract) between such bidder and OWNER, and make available as Work progresses (even though there may be a default or a succession of defaults under the Agreement (Contract) or Agreements (Contracts) of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Agreement (Contract) Amount; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Agreement (Contract) Amount", as used in this paragraph shall mean the total amount payable by OWNER to Principal under the Agreement (Contract) and any amendments hereto, less the amount properly paid by OWNER to Principal.

Any suit under this bond must be instituted before the expiration one (1) year from the date on which final payment under the Agreement (Contract) falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the OWNER named herein or the heirs, executors, administrators or successors of OWNER.

IN WITNESS WHEREOF, this instrument is executed in \_\_\_\_\_ counterparts, each one of  
(number)

which shall be deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

ATTEST:

\_\_\_\_\_  
Principal

\_\_\_\_\_  
(Principal) Secretary

By: \_\_\_\_\_ (s)

\_\_\_\_\_  
Address

\_\_\_\_\_

\_\_\_\_\_  
Witness as to Principal

\_\_\_\_\_  
Address

\_\_\_\_\_

\_\_\_\_\_  
Surety

ATTEST:

By: \_\_\_\_\_  
Attorney-in-Fact

\_\_\_\_\_  
(Surety) Secretary

\_\_\_\_\_  
Address

\_\_\_\_\_

(SEAL)

\_\_\_\_\_  
Witness to Surety

Title: \_\_\_\_\_  
Surety

\_\_\_\_\_  
Address

By: \_\_\_\_\_

\_\_\_\_\_

Title: \_\_\_\_\_

NOTE: The number of executed counterparts of the bond shall coincide with the number of executed counterparts of the Agreement (Contract).

1.04 WARRANTY BOND

WARRANTY BOND

KNOW ALL MEN BY THESE PRESENTS, that

\_\_\_\_\_  
(Name of CONTRACTOR)

\_\_\_\_\_  
(Address of CONTRACTOR)

a \_\_\_\_\_, hereinafter  
(Corporation, Partnership, or Individual)

called Principal, and \_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
(Address of Surety)

hereinto called Surety, are held and firmly bound unto

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT  
200 East Main Street, Third Floor  
Lexington, Kentucky 40507

Obligee, hereinafter called "OWNER" in the penal sum of: \_\_\_\_\_  
dollars (\$ \_\_\_\_\_),

for the payment of whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents. The warranty bond shall be in the amount of five percent (5%) of the final construction cost amount (based on contractor's final pay request).

WHEREAS, Principal by written agreement is entering into an Agreement (Contract) with OWNER for the Kearney Ridge and Beaumont Woods Detention Basin Improvements, LFUCG Bid No. 98-2021 in accordance with Contract Documents prepared by Stantec Consulting Services Inc. and dated October 6, 2021, which Agreement (Contract) is by reference made a part hereof, and is hereinafter referred to as the Agreement (Contract).

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that, if the Principal shall well and faithfully do and perform the required maintenance and shall indemnify and save harmless the OWNER against all claims, loss or damage, and expenses of reconstruction or additional work required to restore the Project to its acceptable condition within a period of one (1) year from the date of acceptance by OWNER of the Project, then this obligation shall be void; otherwise, it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the OWNER.

Any suit under this bond must be instituted before the expiration of one (1) year from the date on which final payment under the Contract falls due.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the OWNER named herein or the heirs, executors, administrators, successors, or assigns of the OWNER.

IN WITNESS WHEREOF, this instrument is executed in \_\_\_\_\_ counterparts, each one of  
(number)

which shall be deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ATTEST:

\_\_\_\_\_  
Principal

\_\_\_\_\_  
(Principal) Secretary

By: \_\_\_\_\_ (s)

\_\_\_\_\_  
Address

\_\_\_\_\_  
Witness as to Principal

\_\_\_\_\_  
Address

\_\_\_\_\_  
Surety

ATTEST:

By: \_\_\_\_\_

Attorney-in-Fact

\_\_\_\_\_  
(Surety) Secretary

\_\_\_\_\_  
Address

(SEAL)

\_\_\_\_\_  
Witness to Surety

Title: \_\_\_\_\_  
Surety

\_\_\_\_\_  
Address

By: \_\_\_\_\_

Title: \_\_\_\_\_

NOTE: The number of executed counterparts of the bond shall coincide with the number of executed counterparts of the Agreement (Contract).

# **POWER OF ATTORNEY**

**(to be inserted)**

## 1.05 RISK MANAGEMENT PROVISIONS INSURANCE AND INDEMNIFICATION

### A. DEFINITIONS

The Contractor understands and agrees that the Risk Management Provisions of this Agreement (Contract) define the responsibilities of the Contractor to the Owner.

As used in these Risk Management Provisions, the terms "Contractor" and "Owner" shall be defined as follows:

1. "Contractor" means the contractor and its employees, agents, servants, owners, principals, licensees, assigns and subcontractors of any tier.
2. "Owner" means the Lexington-Fayette Urban County Government and its elected and appointed officials, employees, agents, boards, consultants, assigns, volunteers and successors in interest.

### B. 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 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.
2. Contractor shall indemnify, save, hold harmless and defend the Owner 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, bodily 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 the Owner.
3. In the event the Owner 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 the Owner, 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 (Contract).
5. The Work and services performed hereunder may involve a Consent Decree as further explained in of Section 00100, provision 1.13 of these specifications. The provisions of that provision are incorporated herein by reference as if expressly stated.
6. Owner is a political subdivision of the Commonwealth of Kentucky. Contractor acknowledges and agrees that the Owner is unable to provide indemnity or otherwise save, hold harmless, or defend the Contractor in any manner.



C. FINANCIAL RESPONSIBILITY

The 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 Indemnity Agreement and other provisions of this Agreement (Contract).

D. INSURANCE REQUIREMENTS

Bidders' attention is directed to the following insurance requirements, as Bidders must confer with their respective insurance agents, brokers, or carriers to determine in advance of Bid submission the availability of the insurance coverage's and endorsements required herein. If an apparent low Bidder fails to comply strictly with the insurance requirements below, that Bidder shall be disqualified from the award of the Agreement (Contract), at the Owner's discretion.

1. Required Insurance Coverage

Contractor shall procure and maintain for the duration of this Agreement (Contract) the following or equivalent insurance policies at no less than the limits shown below and cause its subcontractors to maintain similar insurance with limits acceptable to Owner in order to protect Owner 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 Contractor. The cost of such insurance shall be included in any Bid.

<u>Coverage</u>	<u>Limits</u>
General Liability (Insurance Services Office Form CG 00 01)	\$1 million per occurrence \$2 million aggregate, or \$2 million combined single limit
Commercial Automobile Liability (Insurance Services Office Form CA 0001)	Combined single, \$1 million per occurrence
Worker's Compensation	Statutory
Employer's Liability	\$500,000

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). Owner shall be named as 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 Owner.
- 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 Owner.
- d. The General Liability Policy shall include an Explosion-Collapse Underground (XCU) endorsement.
- e. The General Liability Policy shall include a Pollution Liability and/or Environmental Casualty endorsement unless it is deemed not to apply by Owner.
- f. Owner shall be provided at least thirty (30) days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed.

- g. Said coverage shall be written by insurers acceptable to Owner and shall be in a form acceptable to Owner. 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.
- h. Owner requires that the Bidder obtain an Umbrella Liability endorsement to the CGL policy for a limit of liability of \$1,000,000 and that this CGL policy endorsement be renewed for one (1) year after completion of this project.

2. Renewals

After insurance has been approved by Owner, evidence of renewal of an expiring policy must be submitted to Owner, 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.

3. Deductibles and Self-Insured Programs

**IF CONTRACTOR INTENDS TO SUBMIT A SELF-INSURANCE PLAN, IT MUST BE FORWARDED TO 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 BID OPENING 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 Contractor's financial capacity to respond to claims. Any such programs or retentions must provide Owner with at least the same protection from liability and defense of suits as would be afforded by first-dollar insurance coverage. If Contractor satisfies any portion of the insurance requirements through deductibles, self-insurance programs, or self-insured retentions, 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 work:

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

4. Safety and Loss Control

Contractor shall comply with all applicable federal, state, and local safety standards 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 the Owner.

5. Verification of Coverage

Prior to award of bid, Contractor agrees to furnish Owner with all applicable Certificates of Insurance signed by a person authorized by the insurer to bind coverage on its behalf. If requested, Contractor shall provide Owner copies of all insurance policies, including all endorsements.

6. Right to Review, Audit and Inspect

Contractor understands and agrees that Owner may review, audit and inspect any and all of Contractor's records and operations to insure compliance with these Insurance Requirements.

- 7. Contractor understands and agrees that the failure to comply with any of these insurance, safety, or loss control provisions shall constitute default under this Agreement (Contract). Contractor also agrees that Owner 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 Contractor for any such insurance premiums purchased, or suspending or terminating this Agreement (Contract).

**1.06 CERTIFICATE OF LIABILITY INSURANCE**

**(Insert Contractor's Certificate)**

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- END OF SECTION -

## PART VIII

### PERMITS

#### PART 1 - GENERAL

##### 1.01 SUMMARY

The CONTRACTOR shall conform to the requirements of the following permits which are provided herein:

- **Kentucky Transportation Cabinet (KYTC) Highway Encroachment Permit**

All other permits shall be obtained by the Contractor, including the Kentucky Division of Water *General Permit for Stormwater Discharges Associated with Construction Activities* and the Lexington-Fayette Urban County Government *Land Disturbance Permit*.

- END OF SECTION -

# APPROVED

KENTUCKY TRANSPORTATION CABINET  
Department of Highways  
PERMITS BRANCH

TC 99-1A  
Rev. 09/2018  
Page 1 of 4

2-16-2021

## APPLICATION FOR ENCROACHMENT PERMIT

KYTC KEPT #: 07-2021-00114

### SECTION 1: APPLICANT CONTACT INFORMATION

<b>NAME</b> LFUCG Division of Water Quality	<b>ADDRESS</b> 125 Lisle Industrial Avenue	<b>CITY</b> Lexington	
<b>EMAIL</b> glubeck@lexingtonky.gov		<b>STATE</b> KY	<b>ZIP</b> 40511
<b>CONTACT NAME 1</b> Greg Lubeck	<b>EMAIL</b> glubeck@lexingtonky.gov	<b>PHONE #</b> (859) 258-3446	
		<b>CELL #</b> (859) 258-3446	
<b>CONTACT NAME 2 (if applicable)</b> Doug Baldwin	<b>EMAIL</b> dbaldwin@lexingtonky.gov	<b>PHONE #</b> (859) 258-3474	
		<b>CELL #</b>	

### SECTION 2: PROPOSED WORK LOCATION

<b>ADDRESS</b> 2530 Kearney Ridge Boulevard	<b>CITY</b> Lexington	<b>STATE</b> Kentucky	<b>ZIP</b> 40511	
<b>COUNTY</b> Fayette	<b>ROUTE #</b> 25	<b>MILE POINT</b> N/A 18.658	<b>LONGITUDE (X)</b> 84°31'06.10" W	<b>LATITUDE (Y)</b> 38°06'34.80" N

#### FOR KYTC USE ONLY

**Permit Type:**  Air Right  Entrance  Utilities  Vegetation Removal  Other: \_\_\_\_\_

**Location:**  Left  Right  Crossing

**Access:**  Full  Partial  by Permit

### SECTION 3: GENERAL DESCRIPTION OF WORK

Stormwater detention basin improvements for the Kearney Ridge detention basin extending downstream into the Georgetown Road (US-25) right-of-way.

Limits are on the 2530 Kearney Ridge Boulevard property and in the US-25 right-of-way (left ditch). Construction activities include embankment excavation, pipe replacement (approx. 70 LF), backfill, and surface restoration. Work also includes the removal of sedimentation and placement of channel lining or Flexamat (or approved equivalent) reinforcement along the primary flow areas between the headwalls. Work is not anticipated to affect driving lanes or impede traffic along US-25.

Note: The proposed improvements do not appear to impact the KYTC D7 Georgetown Road widening project.

THE UNDERSIGNED APPLICANT(s), being duly authorized representative(s) or owner(s), DO AGREE TO ALL ORIGINAL UNEDITED TERMS AND CONDITIONS ON THE TC 99-1A, pages 1-4.

  
\_\_\_\_\_  
SIGNATURE

2/9/21  
\_\_\_\_\_  
DATE

This is not a permit unless and until the applicant(s) receives an approved TC 99-1B from KYTC. This application shall become void if not approved by the cancellation date. The cancellation date shall be a minimum of one year from the date the applicant submits their application.







## ENCROACHMENT PERMIT GENERAL NOTES & SPECIFICATIONS

Permit No. OPEN CUT

### I. SAFETY

#### A. General Provisions

- All signs and control of traffic shall be in accordance with the Manual on Uniform Traffic Control Devices for Streets and Highways, latest edition, Part VI, and safety requirements shall comply with the Permits Manual.
- All work necessary in shoulder or ditch line areas of a state highway shall be scheduled to be promptly completed so that hazards adjacent to the traveled way are kept to an absolute minimum.
- No more than one (1) traveled-lane shall be blocked or obstructed during normal working hours. All signs and flaggers during lane closure shall conform to the Manual on Uniform Traffic Control Devices.
- When necessary to block one (1) traveled-lane of a state highway, the normal working hours shall be as directed by the Department. No lanes shall be blocked or obstructed during adverse weather conditions (rain, snow, fog, etc.) without specific permission from the Department. Working hours shall be between 9:00 a.m. and 3:30 p.m.
- The traveled-way and shoulders shall be kept clear of mud and other construction debris at all times during construction of the permitted facility.
- No nonconstruction equipment or vehicles or office trailers shall be allowed on the right of way during working hours.
- The right of way shall be left free and clear of equipment, material, and vehicles during non-working hours.

#### B. Explosives

- No explosive devices or explosive material shall be used within state right of way without proper license and approval of the Kentucky Department of Mines and Minerals, Explosive Division.

#### C. Other Safety Requirements

- All workers within right-of-way shall wear high-visibility safety apparel that meets the performance Class 2 or 3 requirements of the ANSI/ISEA 107-2004 publication entitled "American National Standards for Safety Apparel and Headwear"

### II. UTILITIES \* Applies to Fully Controlled Access Highways ONLY

- \*All work necessary within the right of way shall be performed behind a temporary fence erected prior to a boring operation.
- \*The temporary woven wire fence shall be removed immediately upon completion of work on the right of way, and the control of access immediately restored to original condition, in accordance with applicable Kentucky Department of Highways Standard Drawings.
- \*All vents, valves, manholes, etc., shall be located outside of the right-of-way.
- \*Encasement pipe shall extend from right-of-way line to right-of-way line and shall be one continuous run of pipe. The encasement pipe shall be welded at all joints.
- The boring pit and tail ditch shall extend past the existing toe of slope or bottom of ditch line and shall be a minimum of 42 inches deep.



Permit No. OPEN CUT

**II. UTILITIES (Continued)**

- Encasement pipe shall conform to current standards for highway crossings in accordance with the Permits Manual.
- Parallel lines shall be constructed between back slope of ditch line and right-of-way line and shall have a minimum of 30-inch cover above top of pipe or conduit.
- All pavement cuts shall be restored per Kentucky Transportation Cabinet form TC 99-13.
- Aerial crossing of this utility line shall have a minimum clearance of \_\_\_\_\_ feet from the high point of the roadway to the low point of the line (calculated at the coefficient for expansion of 120 degrees Fahrenheit).
- The 30-foot clear zone requirement shall be met to the extent possible in accordance with the Permits Manual.
- Special requirements:

Open cut must be covered prior to opening to traffic. This cover must be a steel plate, bituminous material or one inch 1" low concrete

**III. GENERAL**

**A. OSHA**

- Kentucky Occupational Safety and Health Standards for the construction industry, which has the effect of law, states in part: (Page 52, 1926.651, Specific Excavation Requirements) "Prior to opening an excavation, effort shall be made to determine whether underground installations, (sewer, telephone, water, fuel, electric lines, etc ) will be encountered, and if so, where such underground installations are located. When the excavation approaches the estimated location of such an installation, the exact location shall be determined and when it is uncovered, proper supports shall be provided for the existing installation. Utility companies shall be contacted and advised of proposed work prior to the start of actual excavation."

**B. Archaeological**

- Whenever materials of an archaeological nature are discovered during the course of construction work or maintenance operations, contact shall be made immediately with the Division of Environmental Analysis, which maintains an archaeologist on staff, or with the Office of the State Archaeologist located at the University of Kentucky. Following this consultation, further action shall be decided on a case-by-case basis by the State Highway Engineer or the Transportation Planning Engineer or their designated representative

**C. Utilities in the Work Areas**

- The permittee shall be responsible for any damage to existing utilities, and any utility modifications or relocations within state right of way necessary, as determined by the Department or by the owner of the utility, shall be at the expense of the permittee and subject to the approval of the Department
- All existing manholes and valve boxes shall be adjusted to be flush with finished grade

**D. Environmental**

- If the activity to which this permit relates disturbs one acre or more of land, you must obtain a KPDES KYR10 permit

Websites

<http://www.water.ky.gov/permitting/wastewaterpermitting/KPDES/storm/>

Inspectors for KPDES KYR10 at [www.KEPSC.org](http://www.KEPSC.org)



NOTICE TO PERMITTEE

THE PERMITTEE AGREES THAT ALL WORK WITHIN THE EXISTING RIGHT OF WAY SHALL BE DONE IN ACCORDANCE WITH THE PLANS AS APPROVED AND PERMITTED BY AN ENCROACHMENT PERMIT. ANY CHANGES OR VARIANCES MADE AT THE TIME OF CONSTRUCTION WITHOUT WRITTEN APPROVAL FROM THE DEPARTMENT OF HIGHWAYS SHALL BE REMOVED BY THE PERMITTEE AT NO EXPENSE TO THE DEPARTMENT OF HIGHWAYS AND SHALL BE REDONE BY THE PERMITTEE TO CONFORM WITH THE APPROVED PLANS.



**PART IX**

**ADDENDA**

All addenda issued during the bidding of the Project will be reproduced in the signed Contract Documents, on the pages following this heading sheet.

<u>Addendum Number</u>	<u>Title</u>	<u>Date</u>
1.	_____	_____
2.	_____	_____
3.	_____	_____
4.	_____	_____
5.	_____	_____

- END OF SECTION -

## SECTION 01110

### SUMMARY OF WORK

#### PART 1 - GENERAL

##### 1.01 SCOPE OF WORK

- A. These Specifications and the accompanying Drawings describe the Work to be done and materials to be furnished (see Drawings for vicinity map). Unless otherwise noted, Contractor shall provide and pay for labor, materials, equipment, tools, construction machinery, transportation, and other facilities and services necessary for proper execution and completion of Work required by Contract Documents.

Work of Contract can be summarized by reference to Contract, General Conditions, specification sections as listed in "Table of Contents" bound herewith, drawings as listed in "Schedule of Drawings" bound herewith, addenda and modifications to Contract Documents issued subsequent to initial printing of project specifications, and including but not necessarily limited to printed matter referenced by any of these. It is recognized that Work of Contract may be affected or influenced by governing regulations, natural phenomenon including weather conditions, and other forces outside Contract Documents.

- B. Major Work items in this Contract include:

Excavation, trenching, pipe bedding, pipe replacement, headwall replacement, outlet structure replacement, backfilling, recompacting, regrading, and surface restoration to address ongoing erosion and slope destabilization concerns around two detention basins in Lexington, KY, at Kearney Ridge and Beaumont Woods. For Kearney Ridge, anti-seep collars and channel armoring (within the right-of-way of Georgetown Road) will be constructed. For Beaumont Woods, the outlet structure will be replaced at a lower elevation, slightly upstream.

- C. Stipulations

- a. In the event of conflict between these specifications and Federal, State, and Local law/codes, the latter will take precedence.
- b. In all cases where a device or part of the equipment is herein referred to in the singular, such reference shall apply to as many such items as are required to complete the installation.

Summary of Work  
01110-1

- c. Any item not shown on the drawing shall be constructed using Lexington Fayette-Urban County Government Standard Drawings, current edition.

#### 1.02 CONTINUOUS OPERATIONS

- A. Bypass Pumping
- B. Erosion Prevention and Sediment Control (BMP Inspection & Maintenance)
- C. Project Specific Notes (see Construction Plans)

#### 1.03 PERMITS

- A. Obtain any permits related or required by the Work in this Contract including but not limited to:

- LFUCG Land Disturbance Permit*
  - LFUCG Lane Closure Permit*
  - LFUCG Right-of-Way Encroachment*
  - LFUCG Curb Cut Permit*
  - KY General Permit for Stormwater Discharges Associated with Construction Activities (KYR10)*

#### 1.04 CODES

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

#### 1.05 EXISTING CONDITIONS AND DIMENSIONS

- A. Topographic and survey information (including existing storm and sanitary sewer) was obtained from Integrated Engineering, PLLC.
- B. The Contractor is responsible for verifying all existing conditions, elevations, dimensions, etc.

- END OF SECTION -

Summary of Work  
01110-2

## SECTION 01120

### WORK SEQUENCE

#### PART 1 - GENERAL

##### 1.01 WORK INCLUDED

The Contractor shall conform to all miscellaneous requirements as contained in the Contract.

##### 1.02 RELATED REQUIREMENTS

- A. General Conditions
- B. Section 01110 - Summary of Work
- C. Section 01310 - Project Management and Coordination

#### PART 2 - PRODUCTS

##### 2.01 MATERIALS

The Contractor shall comply with the Specifications for type of Work to be done.

#### PART 3 - EXECUTION

##### 3.01 SEQUENCE OF CONSTRUCTION OPERATIONS

The Contractor shall submit to the Engineer for review and acceptance a complete schedule (progress chart) of his proposed sequence of construction operations prior to commencement of Work. However, the Engineer shall not accept a construction schedule that fails to utilize the entire time allocated for the construction of the project. The Contractor shall schedule the various construction activities to complete the project throughout the entire allotted time period. This schedule requirement in no way prevents the Contractor from completing the project in a shorter time frame than scheduled. The construction schedule along with a cost breakdown schedule shall be submitted and approved by the Owner prior to the submittal of the first partial payment request in accordance with the general conditions. A revised construction schedule shall be submitted to the Owner with each pay request. This revised schedule must be approved by the Owner prior to payment.

##### 3.02 SPECIAL WORK SEQUENCE CONDITIONS

- A. Construction shall occur in the following order unless approved otherwise by the

Work Sequence  
01120-1



- Engineer.
- B. See Construction Plans for project specific work sequence conditions (if applicable).

- END OF SECTION -

## SECTION 01290

### MEASUREMENT AND PAYMENT

#### PART 1 – GENERAL

##### 1.01 DESCRIPTION

- A. This Section includes administrative and procedural requirements for determining payment for Work completed and ready for payment under the Unit Price Contract where the Unit Price Bid Form is utilized in the Applications for Payment.

##### 1.02 RELATED SECTIONS

- A. Bid Schedule
- B. Schedule of Values

##### 1.03 GENERAL REQUIREMENTS

- A. Prices shall include all costs required for the completed, in-place construction of the specified unit of Work. This may include but not be limited to, materials and delivery; cost of installation; incidentals; labor including social security, insurance, and other required fringe benefits; workman's compensation insurance; bond premiums; rental of equipment and machinery; taxes; testing; surveys; incidental expenses; and supervision.
- B. Installation, acceptance, and payment shall be in accordance with the References.
- C. The Owner reserves the right to reject the Contractor's measurement of completed Work that involves use of established unit prices, and to have this Work measured by an independent surveyor acceptable to the Contractor at the Owner's expense.
- D. Contract Sum adjustments will be by Change Order on basis of net accumulative change for each unit price category.
  - a. Except as otherwise specified, unit prices shall apply to both deductive and additive variations of quantities.
  - b. Lump sum and unit prices in the Agreement shall remain in effect until date of final completion of the entire Work.

Measurement and Payment  
01290-1

E. Partial payment for material and equipment properly stored and protected will be made in accordance with requirements of the Contract.

F. MEASUREMENT AND PAYMENT

a. Payment shall constitute full compensation and will be made as indicated in the Contract.

b. The quantity approved for payment shall be the percentage of the Lump Sum Price - A percentage of the Lump Sum Price equivalent to the percentage of the project completion as determined by the Engineer as of the date of the pay request submitted. The percent completion of the project shall be based on the percent of the total project actually constructed and not on the percent of the Contract price completed.

c. Measured Quantities - The Contractor shall provide unit prices in the form of Proposal for the measured quantities in the Bid Schedule. In the event of additional materials being required, The Contractor shall be paid for additional quantities listed in the Bid Schedule and authorized by the Engineer or Owner.

G. PROTECTION

a. Where pavement, pipes, valves, appurtenances, trees, shrubbery, fences, other property or structures are in proximity to the Work, adequate protection shall be provided. Such protection is considered incidental to construction and shall not be assigned to any pay item.

H. RESTORATION

a. Where pavement, pipes, valves, structures, appurtenances, trees, shrubbery, fences, other property or structures not designated as pay items, have been damaged, removed or disturbed by the Contractor, whether deliberately or through failure to carry out the requirements of the Contract Documents, state laws, municipal ordinances or the specific direction of the Engineer, or through failure to employ usual and reasonable safeguards, such property and surface structures shall be replaced or repaired at the expense of the Contractor to a condition equal to that before Work began within a time frame approved by the Engineer. Such restoration is considered incidental to construction and shall not be assigned to any pay item.

## I. EXPLORATORY EXCAVATIONS

- a. The Contractor shall verify the exact locations and depths of all utilities shown and shall conduct exploratory excavations of all utilities that may interfere with the Work. All such exploratory excavations shall be performed as soon as practicable after award of the Contract and, in any event, a sufficient time in advance of construction to avoid possible delays to the Contractor's work. When such exploratory excavations show the utility location as shown to be in error, the Contractor shall so notify the Engineer. The cost for conducting these excavations shall be considered incidental to construction.

## J. TESTING, SURVEY, AND RECORD DRAWINGS

- a. All survey layout and record drawings shall be considered incidental to the cost of construction and shall include all calculations and field work required, in order to establish all horizontal and vertical controls, set all stakes needed, such as grade stakes, offset stakes, reference point stakes, slopes stakes, and other reference marks or points necessary to provide lines and grades for construction and as-built of all roadway, utility construction, and miscellaneous items.
- b. All testing shall be considered incidental to the cost of construction and shall include all field testing and laboratory work including reports as required by the Drawings and specifications and by agencies having jurisdiction over the project.

## PART 2 – PRODUCTS

**The products below shall only be paid per the unit price specified if additional quantities are required as authorized by the ENGINEER or OWNER.**

### 2.01 MOBILIZATION AND DEMOBILIZATION

Payment for the Contractor's mobilization and demobilization shall be made at the contract lump sum price and shall include all costs incurred for moving equipment onto the project area, staging, security fencing, removing equipment and materials from the project area, and any pertinent costs related thereto, for the duration of the contract term. Mobilization and demobilization unit price shall not exceed three percent (3%) of the total Bid Amount.

Measurement and Payment  
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## 2.02 CLEARING AND GRUBBING

Payment for clearing and grubbing shall be made at the contract lump sum price, and includes costs for removal and disposal of trees, brush, rubbish, and debris within the construction limits, for the duration of the contract term. Trees deemed to be protected and left undisturbed will be shown in the Drawings.

## 2.03 CONSTRUCTION STAKING

Payment is for construction staking activities, to be paid at the contract lump sum price, complete in place, which shall include compensation for labor, materials, equipment, and all other items necessary to complete construction staking.

## 2.04 STABILIZED CONSTRUCTION ENTRANCE

Payment is for construction and maintenance of a stabilized construction entrance, to be paid at the contract lump sum price, complete in place, which shall include compensation for labor, materials (including No. 2 stone, geotextile, and steel plates), equipment, placement, procurement, and other items necessary to complete and maintain a construction entrance.

## 2.05 EMBANKMENT

Payment is for the construction of the embankment, to be paid at the contract unit price per cubic yard, complete in place, which shall include compensation for labor, materials, equipment, suitable fill, compaction of material, and other items necessary to complete embankment construction.

## 2.06 REMOVE AND REPLACE FENCE

Payment is for removing fencing, to be paid at the contract unit price per linear foot, which shall include removal, placement, reinstallation, and other items necessary to complete the work.

## 2.07 REMOVE HEADWALL AND INLET STRUCTURE

Payment is for removing and disposing of headwalls and inlet structures, to be paid at the contract unit price each, which shall include excavation (including rock excavation), demolition, disposal, backfilling, and other items necessary to completely remove the headwall or inlet structure.

2.08 REMOVE TREES (5" TO 12" IN DIAMETER)

Payment is for removal and disposal of existing trees as specified in the Drawings, to be paid at the contract unit price each, which shall include demolition, disposal, and other items necessary to completely remove the tree.

2.09 2' X 2' CATCH BASIN WITH BEEHIVE GRATE

Payment is for furnishing and installing a 2' x 2' concrete catch basin (Forterra or approved equivalent) with grate based on the Type, size and depth as indicated on the Drawings. This is to be paid at the contract unit price each, complete in place, which shall include compensation for the catch basin casting, beehive grate, installed apron, Xypex or Conshield admixture, boots, steps, gaskets, crushed stone, SS frame anchors, infiltration pans, frame, grout, excavation (including rock excavation), materials, bedding, backfilling, testing, cleanup, and other items necessary for a complete installation on the new sewer line.

2.10 CONCRETE APRON AND WINGWALLS

Payment is for furnishing and installing a concrete apron and wingwalls for the Type A surface inlet as indicated on the Drawings. This is to be paid at the contract unit price each, complete in place, which shall include transportation, excavation (including rock excavation), placement, procurement, steel reinforcement, backfilling, and other items necessary for a complete installation.

2.11 SLOPE PROTECTION (TYPE II CHANNEL LINING)

Payment is for furnishing and installing channel lining based on the Type, size, and depth as indicated on the Drawings. This is to be paid at the contract unit price per ton, complete in place, which shall include transportation, placement, procurement, cleanup, and other items necessary for a complete installation.

2.12 ANTI-SEEP COLLAR

Payment is for furnishing and installing an anti-seep collar as indicated on the Drawings. This is to be paid at the contract unit price each, complete in place, which shall include transportation, excavation (including rock excavation), placement, procurement, backfilling, testing, cleanup, and other items necessary for a complete installation.

2.13 CHANNEL LINING (FLEXAMAT PLUS OR APPROVED EQUAL)

Payment is for furnishing and installing channel lining (Flexamat or approved equivalent) for armoring, to be paid at the contract unit price per square yard, which

shall include transportation, placement, procurement, and other items necessary to completely install the channel lining.

2.14 MARMAC SEAL, WRAP, AND/OR COUPLING

Payment is for the installation of a seal, wrap, and/or coupling (MarMac or approved equivalent) for the 18" pipe tie-in as indicated on the Bid Schedule. This is to be paid at the contract unit price each, complete in place, which shall include compensation for the transportation, materials, excavation (including rock excavation), placement, procurement, and other items necessary to completely install the pipe wrap and/or coupling.

2.15 GRAVITY STORMWATER PIPE

Payment is for furnishing and installing Gravity Storm Sewer Pipe at the contract unit price per linear foot, based on the line size and burial depth as indicated on the Bid Schedule and Drawings. Depth of burial is measured from existing ground surface to invert of sewer pipe and paid for accordingly. The quantity of sewer to be paid for shall be the actual length of installed in trench and into boot of manhole. Pipe tie-ins to manholes or curb box inlets are included in the length of pipe as part of installation. Gravity storm sewer pipe is to be paid at the contract unit price, complete in place, which shall include compensation for pipe, excavation (including rock excavation), materials, hauling, clearing and grubbing, shoring, sheeting, removal of existing pipe, bedding, backfilling, cleanup, restoration (excluding permanent seeding), testing, and other items necessary for a complete installation.

2.16 30" PIPE CULVERT HEADWALL

Payment is for furnishing and installing a concrete headwall based on the size as indicated on the Bid Schedule and Drawings. This is to be paid at the contract unit price each, complete in place, which shall include compensation for the headwall casting, wingwalls, Xypex or Conshield admixture, boots, steps, gaskets, crushed stone, SS frame anchors, infiltration pans, frame and cover, grout, excavation (including rock excavation), materials, bedding, backfilling, testing, cleanup, and other items necessary for a complete installation on new or existing sewer lines.

2.17 MONOLITHIC CONCRETE CURB AND GUTTER REMOVAL AND REPLACEMENT

Payment for monolithic concrete curb and gutter removal and replacement shall be paid for at the contract unit price per linear foot, which shall include base, compaction, formwork, concrete, placement of monolithic concrete curb and gutter, curing compound, maintenance of traffic, removal of existing curb and gutter, and other appurtenances necessary for a complete installation.

Measurement and Payment  
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## 2.18 CONCRETE SIDEWALK

Payment for concrete sidewalk removal and replacement shall be paid for at the contract unit price per square yard, which shall include excavation, crushed stone, formwork, compaction, placement of concrete sidewalk, expansion joints, curing compound, and other appurtenances necessary for a complete installation.

## 2.19 SITE RESTORATION, SOD (METHOD A)

Payment for site restoration method A (as defined in the General Notes), shall be paid for at the Contract unit price per square yard, which shall include sod, fertilizer, lime, placement, watering and maintenance throughout the duration of the contract, and all appurtenances necessary for a complete installation.

## 2.20 SITE RESTORATION, SEED AND STRAW (METHOD B)

Payment for site restoration, method B (as defined in the General Notes), shall be paid for at the Contract unit price per square yard, which shall include seed, fertilizer, lime, placement, watering and maintenance throughout the duration of the contract, and all appurtenances necessary for a complete installation.

## 2.21 SITE RESTORATION, SEED, STRAW AND NET (METHOD C)

Payment for site restoration, method C (as defined in the General Notes), shall be paid for at the Contract unit price per square yard, which shall include seed, fertilizer, lime, mulch/straw/netting, placement, watering and maintenance throughout the duration of the contract, and all appurtenances necessary for a complete installation.

## 2.22 EROSION CONTROL BLANKET (ECB)

Payment is for degradable erosion control blankets as part of erosion prevention, to be paid at the contract unit price per square yard, which shall include transportation, placement, procurement, and other items necessary to completely install and maintain the erosion control mat.

## 2.23 SILT TRAP (KYTC TYPE C)

Payment is for installing and maintaining silt traps as part of erosion prevention, to be paid at the contract unit price each, which shall include transportation, placement, procurement, maintenance, and other items necessary to completely install and maintain the silt trap.



## 2.24 EROSION PREVENTION AND SEDIMENT CONTROL MAINTENANCE

Payment is for furnishing, installing, maintaining, and removing erosion and sediment control devices. This is to be paid at the contract unit price per month, complete in place, which shall include compensation for materials, placing, cleaning, and maintaining the sediment and erosion control devices throughout the construction period and removal of the of the sediment and erosion control devices once vegetation is established.

## 2.25 CONSTRUCTION DEWATERING

Payment for construction dewatering shall be paid for at the Contract unit price per month, which shall include transportation, materials, placement, procurement, and other items necessary to maintain and complete dewatering.

## PART 3 - EXECUTION

### 3.01 PAY ITEMS

- A. The pay items listed hereinbefore refer to the items listed in the Bid Schedule and are the only pay items for this contract.
- B. Any and all other items of work listed in the specifications or shown on the Contract Drawings for this contract shall be considered incidental to and included in the associated pay items.
- A. See Construction Plans for additional information not listed.

- END OF SECTION -

Measurement and Payment  
01290-8

## SECTION 01310

### PROJECT MANAGEMENT AND COORDINATION

#### PART 1 - GENERAL

##### 1.01 WORK INCLUDED

- A. The Contractor shall coordinate the Work of all trades and subcontractors engaged on the Work, and the Contractor shall have final responsibility in regard to the schedule, workmanship, and completeness of each and all parts of the Work.
- B. All trades and subcontractors shall be made to cooperate with each other and with others, as they may be involved in the installation of Work which adjoins, incorporates, precedes, or follows the Work of another. It shall be the Contractor's responsibility to point out areas of cooperation prior to execution of subcontract agreements and the assignment of the parts of the Work. Each trade and subcontractor shall be made responsible to the Owner, for furnishing embedded items, giving directions for doing all cutting and fitting, making all provisions for accommodating the Work, and for protecting, patching, repairing, and cleaning as required to satisfactorily perform the Work.
- C. The Contractor shall be responsible for all cutting, digging, and other action of his subcontractors and workmen. Where such action impairs the safety or function of any structure or component of the project, the Contractor shall make such repairs, alterations, and additions, in the opinion of the Engineer, to bring said structure or component back to its original design condition at no additional cost to the Owner.
- D. In cases where storm sewers, sanitary sewers, gas lines, water lines, telephone lines, electric lines, or other underground structures are encountered, they shall not be displaced or disturbed unless necessary, in which case they shall be replaced in as good condition as found as quickly as possible. All such lines or underground structures damaged or disturbed by the construction shall be replaced at the Contractor's expense, unless in the opinion of the Engineer, such damage was caused through no fault of the Contractor.
- E. The Contractor shall notify Kentucky 811 and, as necessary, the utility companies a minimum of 72 hours prior to any excavation adjacent to their facilities, and shall locate all such facilities with their assistance.
- F. Coordination and obtaining utility markings are the responsibility of the Contractor and he shall follow all requirements associated to Kentucky 811/utility

markings. Any fines given out because of failure to comply with requirements will be paid for by the Contractor at his own expense.

- G. Each subcontractor is expected to be familiar with the general requirements and all sections of the detailed Specifications for all other trades and to study all Drawings applicable to this Work. Each Contractor shall consult with the Engineer if conflicts exist on the Drawings.
- H. No extra compensation will be allowed to cover the cost of removing piping, conduits, etc., or equipment found encroaching on space required by others.
- I. Contractor shall coordinate with Columbia Gas during any excavation and backfilling within a foot of a gas main.
- J. Contractor shall coordinate with Kentucky American Water Company during excavation and backfilling within a foot of a water main. Work shall be in accordance with all regulatory and Kentucky American Water Company requirements.
- K. Contractor shall coordinate with all property owners for temporary fencing at no additional cost to the owner. Temporary fencing shall be a minimum of three (3) feet high and adequately supported to prevent overturning.

- END OF SECTION -

## SECTION 01311

### PROJECT MEETINGS

#### PART 1 - GENERAL

##### 1.01 PRECONSTRUCTION CONFERENCES

- A. The Engineer shall schedule and administer preconstruction meetings, periodic progress meetings, and specially called meetings throughout the progress of Work.
- a. The Engineer shall:
- i. Prepare agenda for meetings.
  - ii. Make physical arrangements for meetings.
  - iii. Preside at meetings.
  - iv. Record in writing the minutes; include significant proceedings and decisions.
  - v. Record the meeting with an audio recording device.
  - vi. Reproduce and distribute copies of minutes within five working days after each meeting:
    1. To participants in the meeting.
    2. To parties affected by decisions made at the meeting.
- B. Representatives of Contractor, subcontractors, and suppliers attending meetings shall be qualified and authorized to act on behalf of the entity each represents.
- C. The Contractor shall attend meetings to assure that Work is executed consistent with Contract Documents and construction schedules.
- D. The preconstruction conference will be for the purpose of reviewing procedures to be followed concerning the orderly flow of required paperwork; coordination of the various parties involved with the project, review of Shop Drawing submittals, Contract time, liquidated damages, payment estimates, Change Orders, and other items of interest to the parties involved.

##### 1.02 MONTHLY PROGRESS MEETINGS

- A. Project meetings will occur at a minimum of once monthly. Additional meetings may be required if necessary to facilitate scheduling or construction conflicts. The Contractor's project manager shall attend these meetings. Representatives

of the Owner, Engineer, and appropriate state and federal agencies will be in attendance as they choose.

- a. The Contractor is to attend progress meetings and is to study previous meeting minutes and current agenda items, in order to be prepared to discuss pertinent topics such as deliveries of materials and equipment, progress of Work, etc.
- b. The Contractor is to provide a current submittal log and construction schedule at each progress meeting.

- END OF SECTION -

## SECTION 01320

### CONSTRUCTION PROGRESS DOCUMENTATION

#### PART 1 - GENERAL

##### 1.01 WORK INCLUDED

Provide monthly photographs of the construction throughout the progress of the Work of the project site and adjacent property (as necessary). Provide video of the length of construction area prior to commencement of work, monthly progress, and at completion of work.

##### 1.02 RELATED WORK

- A. General Conditions
- B. Section 01770 - Contract Closeout

##### 1.03 PHOTOGRAPHY

- A. Provide monthly photographs (two sets) of the construction throughout progress of the Work. Provide twenty-four (24) views of Work each month or more as may be necessary to clearly show any new Work.
- B. Take the photographs at the beginning, during, and completion of each element of construction listed below:
  - 1. Unclassified excavation.
  - 2. Trenching.
  - 3. Pipe removal
  - 4. Pipe installation
  - 5. Inlet installation
  - 6. Manhole Installation
  - 7. Basin grading
  - 8. Connection of pipes
  - 9. All other aspects of construction.

##### 1.04 PRINTS

- A. Color: two (2) prints of each view, bound into separate sets.

Construction Progress Documentation  
01320-1

- B. Paper: single weight, neutral black image tone, white base.
- C. Finish: matte.
- D. Size: 3" x 5". Mount with binder tabs.
- E. Label each print on back. List project name and Contract number, orientation of view, date and time of view, work being performed, location of work, and Contractor's name.

#### 1.05 DIGITAL PHOTOGRAPHS

All photographs shall be digital. Digital photographs of all views shall be provided on compact disc (CD) or digital video disc (DVD) to the Owner. The CD or DVD shall be included monthly along with the two sets of prints. Digital pictures shall be time and date stamped one labeled the same as prints.

- a. No Copyrighted Photographs will be accepted.
- b. Images shall not be edited in any way.

#### 1.06 DIGITAL VIDEO

- A. All video shall be digital. Digital video shall be provided on a compact disc (CD) or digital video disc (DVD) to the Owner. The CD or DVD shall be included monthly with the digital photographs. Digital video shall be time and date stamped.
- B. Initial video shall be completed prior to the arrival of any equipment for construction facilities. The video shall include all existing structures, visible utilities, parking lots, and access roads. Record any existing damage to the facilities.
- C. Final video shall be completed once all equipment and construction facilities have been removed from the sites. The video shall include all items listed above plus all new modifications or alternations.
- D. All video shall provide correct exposure and focus, high resolution and sharpness, maximum depth of field.

#### 1.07 TECHNIQUE

- A. All views shall provide factual presentation of the Work progress.

- B. All photographs shall provide correct exposure and focus, high resolution and sharpness, maximum depth of field, and minimum distortion.
- 1.08 VIEWS

The photographs shall be from varied views that show the most representative sample of the Work progress.

1.09 SUBMITTALS

- A. Submit prints and CD or DVD at the monthly progress meetings unless specifically requested sooner by the Owner or Engineer.
- B. The photographer shall keep electronic copies for a minimum of two years from Owner acceptance of the project.

- END OF SECTION -





## SECTION 01321

### SURVEYING

#### PART 1 – GENERAL

##### 1.01 SUMMARY

This section of the specifications includes requirements for surveying, field engineering, and record documents.

##### 1.02 CONTRACTOR'S SURVEYOR

Contractor is required to provide and pay all costs related to an individual skilled in the practice of surveying to provide surveying services as required for layout and construction of the project as indicated on the Drawings and specified herein. As deemed appropriate by the Contractor, its surveyor shall:

- A. Determine existing conditions and features,
- B. Generate cut sheets,
- C. Provide construction control points,
- D. Provide construction stake out,
- E. Provide necessary information and documentation for construction quality assurance,
- F. Provide information and documentation for final Record Drawings (as-builts),
- G. Maintain and update a set of project record documents, and
- H. Other information required to execute the work in accordance with the Drawings, Specifications, and Contract.

##### 1.03 OWNER'S SURVEYOR

The Owner's surveyor will perform the following:

- A. Provide survey control information,
- B. Verify the work as the Owner deems necessary for construction quality assurance, and
- C. Verify surveys for measurement and payment for the work.

## 1.04 DEFINITIONS

- A. Existing Features: Existing features may include, but are not limited to the following:
  - 1. Roads
  - 2. Stormwater Basins
  - 3. Stormwater Channels
  - 4. Buried Piping
  - 5. Utilities
  - 6. Manholes
  - 7. Drives to be Crosses
  - 8. Trees to be removed
  - 9. Inlet Structures
- B. Independent Surveyor: A surveyor employed by an organization that is Independent from the Contractor and acceptable to the Owner.
- C. Record Documents: See Article 3.04 of this specification.

## 1.05 SUBMITTALS

- A. Within 14 days before commencing work, the Contractor shall submit qualifications of Contractor's surveyor. Submit surveyor's name, State license number, experience, and qualifications to the Owner or Owner's Representative:
- B. Project Record Documents: Upon Substantial Completion of the Work, contractor shall deliver survey record documents to Engineer. Final payment will not be made until Owner receives satisfactory record documents. Accompany record documents with transmittal form containing:
  - 1. Date.
  - 2. Project title and number.
  - 3. Contractor's name and address.
  - 4. Title and number of each record document.
  - 5. Certification that each document as submitted is complete and accurate.
  - 6. Signature of Contractor and certification by Contractor's Surveyor.

Surveying  
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## 1.06 SITE CONDITIONS

- A. Existing Features: Contractor is required to field verify the location of existing features. Owner existing record drawings are available to the Contractor. The existence and location of features are not guaranteed. Before beginning site work, investigate and verify the existence and location of underground utilities and existing features. Owner and Owner's representatives take no responsibility for the accuracy of these existing record drawings implied or otherwise.
- B. Field Verification: Prior to construction, verify the location of existing features at points of connection or tie-in to the Work.
- C. Field Conditions and Measurements: The Contractor shall base all measurements, both horizontal and vertical, from established benchmarks. The Contractor shall be responsible for field verification of all dimensions and conditions at the job site.
- D. Discrepancies: Should the Contractor discover any discrepancy between actual conditions and those indicated which prevent following good practice or the intent of the Drawings and Specifications, he shall notify Engineer in writing and request clarification and instructions on how to proceed. The Contractor shall not proceed with his work until he has received the same from Engineer.
- E. No Additional Payment: No claims shall be made for extra payment or extensions of Contract completion time if the Contractor fails to notify the Engineer of any discrepancy before proceeding with the aspect of the Work.

## PART 2 – PRODUCTS

### 2.01 GLOBAL POSITIONING SYSTEM

The Contractor shall verify Permanent benchmarks and establish temporary bench marks with a global positioning system (GPS). Notify Engineer of any discrepancies.

## PART 3 – EXECUTION

### 3.01 QUALIFICATIONS OF CONTRACTOR'S SURVEYOR

- A. Kentucky Registered Professional Surveyor and Mapper, acceptable to the Owner and the Engineer.

### 3.02 FIELD SURVEY WORK

- A. Control Points: Engineer will identify existing project control points, if any, at the site for the Contractor.

Surveying  
01321-3

- B. **Benchmarks:** Contractor shall establish and maintain a minimum of two permanent benchmarks on the site, referenced to data established by survey control points. Record benchmark locations, with horizontal and vertical data, on project Record Documents. Do not change or relocate benchmarks or control points without prior written approval by the Engineer. Promptly report lost or destroyed reference points or requirements to relocate reference points because of necessary changes in grades or locations.
- C. **Site Improvements:** Work from lines and levels established by benchmarks and markers to set lines and levels as needed to properly locate each element of the Project. Locate and lay out site improvements, including stakes for slopes, grading, fill and topsoil placement, utility slopes and invert elevations by instrumentation and similar appropriate means. Calculate and measure required dimensions within indicated or recognized tolerances. Do not scale Drawings to determine dimensions.
- D. **Relocation of Existing Utilities:** Furnish information necessary to adjust, move or relocate existing features, structures, utility poles, lines, services or other appurtenances located in, or affected by construction. Coordinate with local authorities having jurisdiction.
- E. **Surveyor's Log:** Keep neat legible notes of all measurements and calculations made by him while surveying and laying out the work. Maintain a surveyor's log of control and other survey work. Make this log available for reference and provide as part of Record Documents.

### 3.03 TOLERANCES

- A. **Positive Drainage:** Provide positive drainage for surface towards permanent drainage ways. All areas shall be graded to the minimum slopes indicated. No ponding areas are permitted. Positive drainage shall be maintained on all gravity sewer lines. Other tolerances for specific items of work are listed where applicable.
- B. All equipment used for surveying shall have the capability of achieving a minimum accuracy of  $\pm 0.1$  foot horizontally. The allowable tolerances required for construction are  $\pm 0.1$  foot vertically and  $\pm 0.1$  foot horizontally.

### 3.04 RECORD DOCUMENTS

Contractor shall provide documents as follows:

- A. **General:** Do not use record documents for construction purposes. Protect record documentation from deterioration and loss in a secure, fire-resistive location; provide access to record documents for the Owner's reference during normal working hours. Backup electronic documents at least once per week.

Surveying  
01321-4

B. Recording

1. Label and file record documents and samples in accordance with Specification Section number listings in Table of Contents of this Invitation for Bids/Project Manual. Label each document "PROJECT RECORD" in neat, large, printed letters.
2. Preparation of project record documents shall be by personnel skilled as a draftsman competent to prepare the required drawings.
3. Record and update daily record information from field notes, on set of Drawings, and copy of Invitation for Bids/Project Manual.
4. Record information concurrently (daily) with construction progress. Do not conceal work until required information is recorded.
5. Record deviations from required lines and levels, and advise Engineer when deviations that exceed indicated or recognized tolerances are detected. On Project Record Drawings, record deviations that are accepted and not corrected.

- C. Record Drawings: Maintain a clean, undamaged set of black line white-prints of Contract Drawings and Shop Drawings. Mark the set to show the actual installation where the installation varies substantially from the work as originally shown. Mark whichever drawing is most capable of showing conditions fully and accurately; where Shop Drawings are used, record a cross-reference at the corresponding location on the Contract Drawings. Give particular attention to concealed elements that would be difficult to measure and record at a later date.

Mark record sets with red erasable pencil. Mark new information that is important to the OWNER, but was not shown on Contract Drawings or Shop Drawings. Note related Change Order numbers where applicable. Organize record drawing sheets into manageable sets, bind with durable paper cover sheets, and print suitable titles, dates and other identification on the cover of each set. Legibly mark each item to record actual construction, including:

1. Measured horizontal and vertical locations of underground utilities and appurtenances referenced to permanent surface improvements.
2. Measured locations of appurtenances concealed in construction, referenced to visible and accessible features of construction.
3. Field changes (dimensions and detail).
4. Changes by Modifications made by Owner.
5. Details not on original Contract Drawings.

6. References to related Shop Drawings and Modifications.
  7. Depths of various elements of the Work in relation to datum.
- D. Record Specifications: Maintain one complete copy of the Project Manual, including addenda and one copy of other written construction documents such as Change Orders and Field Order issued in printed form during construction. Mark these documents to show substantial variations in actual work performed in comparison with the text of the Specifications, Change Order, and Field Order. Give particular attention to substitutions, selection of options and similar information on elements that are concealed or cannot otherwise be readily discerned later by direct observation. Note related record drawing information and product data. Legibly mark up each Section to record:
1. Manufacturer, trade name, catalog number, and supplier of each product and item of equipment actually installed.
  2. Changes made by Change Order or Field Order.
  3. Other matters not originally specified.
- E. Record Product Data: Maintain one copy of each approved Product Data submittal. Mark these documents to show significant variations in actual work performed in comparison with information submitted. Include variations in products delivered to the site, and from the manufacturer's installation instructions and recommendations. Give particular attention to concealed products and portions of the work that cannot be otherwise be readily discerned later by direct observation. Note related Change Orders and mark-up of record drawings and Specifications.
- Upon completion of mark-up, submit complete set of record Product Data to the Owner for Owner's records.
- F. Record Sample Submittal: Record Sample Submittal: Immediately prior to the date or dates of Substantial Completion, the Contractor will meet at the site with Engineer and the Owner's personnel to determine which of the submitted samples that have been maintained during progress of the work are to be transmitted to Owner for record purposes. Comply with delivery to Owner sample storage area.
- G. As-Built Survey: Survey final location and elevation of all pipes, wells, sumps, and lateral connections. Buried pipes shall be surveyed at a minimum of every 50 feet, plus at all manholes, laterals, fittings, and at all breaks or changes in grade. Contractor shall determine as-built length and slope of all pipes installed under this Contract. Contractor shall provide final topographic mapping showing breaks in grade, swales, berms, ditches, and the extent of construction activities. The topographic mapping shall be on 1-foot vertical intervals. Provide as-built

coordinates of all surveyed points and topographic mapping to Engineer in an acceptable electronic format for use in preparing as-built drawings.

- H. Miscellaneous Record Submittals: Refer to other Specification Sections for requirements of miscellaneous record keeping and submittals in connection with actual performance of the work. Immediately prior to the date or dates of substantial completion, complete miscellaneous records and place in good order, properly identified and bound or filed, ready for continued use and reference. Submit to the Engineer for the Owner's records. Miscellaneous record submittals include but are not limited to:
  - 1. Field Test Records
  - 2. Inspection Certificates
  - 3. Manufacturer's Certificates
  - 4. Manufacturer's Warrantees
- I. All as-built survey information and record documents shall be provided to the Engineer within 30 days of Substantial Completion of the Work by the Contractor.

### 3.05 INSPECTION

Verify locations of survey control points and existing features prior to starting work. Promptly notify Engineer of any discrepancies.

### 3.06 SURVEYING FOR RECORD DRAWINGS

Final measurement shall be submitted to and verified by the Engineer. Drawings and as-built calculations shall be checked and certified by the Contractor's Surveyor. In the event of any disagreements, the Owner's Surveyor or an Independent Surveyor may be hired by the Owner to provide supplemental information on final pay quantities to the Engineer.

- END OF SECTION -



## SECTION 01430

### SERVICES OF MANUFACTURER'S REPRESENTATIVE

#### PART 1 - GENERAL

##### 1.01 GENERAL

The Contractor shall comply with the manufacturer's instructions pertaining to shipping, handling, storing, installing, startup, and operation.

##### 1.02 MANUFACTURER'S SERVICES

###### A. General

The Contractor shall provide a qualified service representative from each company manufacturing or supplying certain equipment to perform the duties herein described and as required by the various sections of the Specifications. All costs shall be included in the Contract price.

1. The service representative shall notify the Engineer each time he intends to be at the project site, and define the purpose of this visit. There will be no acknowledgment by the Owner of on-site visits by the service representative unless such visits are properly logged by the Engineer.

###### B. Supervision of Installation

Supervision of the workers and advice to the Owner shall be provided to ensure that proper procedures are followed during equipment installation.

###### C. Equipment Check-Out

1. After installation of the listed equipment has been completed and the equipment is presumably ready for operation, but before it is operated by others, the representative shall inspect, operate, test, and adjust the equipment. The inspection shall include, but shall not be limited to, the following points as applicable:
  - a. Soundness (without cracked or otherwise damaged parts).
  - b. Completeness in all details as specified.
  - c. Correctness of setting alignment, and relative arrangement of various parts.
  - d. Adequacy and correctness of packing, sealing, and lubricants.

Services of Manufacturer's Representative

01430-1

2. The operation, testing, and adjustment shall be as required to prove that the equipment has been installed properly and is capable of satisfactory operation under the conditions specified. On completion of his Work, the manufacturer's or supplier's representative shall submit in triplicate to the Engineer a complete signed report of the result of his inspection, operation, adjustments, and tests. The report shall include detailed descriptions of the points inspected, tests, and adjustments made, quantitative results obtained, if such are specified, and suggestions for precautions to be taken to ensure proper maintenance. The report also shall include a certificate that the equipment conforms to the requirements of the Contract and is ready for permanent operation and that nothing in the installation will render the manufacturer's warranty null and void.

D. Field Acceptance Tests

After the Engineer has reviewed the reports from the manufacturer's representatives, the Contractor shall make arrangements to have the manufacturer's representatives present when the field acceptance tests are made.

E. Pre-Startup Operator Training

Provision of classroom and hands-on training to maintenance personnel in the operation and maintenance of the equipment prior to placing the equipment in full operation.

F. Post-startup Services

Provision of assistance to the Owner in the calibration, turning, and troubleshooting, plus any additional training that may be required during the year after the equipment is accepted by the Owner.

- END OF SECTION -

## SECTION 01510

### TEMPORARY UTILITIES

#### PART 1 - GENERAL

##### 1.01 DESCRIPTION

- A. Furnish, install and maintain temporary utilities required for construction, remove on completion of Work.
- B. The Contractor shall maintain strict supervision of use of temporary utility services.
  - 1. Enforce compliance with applicable standards.
  - 2. Enforce safety practices.
  - 3. Prevent abuse of services.
  - 4. Utility charges: Contractor shall be responsible for paying for all utilities utilized during construction.

##### 1.02 REQUIREMENTS OF REGULATORY AGENCIES

- A. Obtain and pay for all permits as required by governing authorities.
- B. Obtain and pay for temporary easements required across property other than that of Owner.
- C. Comply with applicable codes including but not limited to Federal, State and Local codes and regulations and with utility company requirements, and where applicable National Electric Code, County Health Department and Environmental Regulations.

##### 1.03 TEMPORARY ELECTRICITY AND LIGHTING

- A. Arrange with utility company, provide service required for power and lighting, and pay all costs for service and for power used in the construction, testing, and trial operation prior to final acceptance of the Work by the Owner.
- B. Install circuit and branch wiring, with the area distribution boxes located so that power and lighting is available throughout the construction by the use of construction type power cords.

Temporary Utilities  
01510-1

- C. Provide adequate artificial lighting for all areas of Work when natural light is not adequate to Work, and all areas accessible to the public.

1.04 TEMPORARY TELEPHONE SERVICE

- A. Furnish and install temporary telephone service for construction needs throughout construction periods.
- B. Pay costs for temporary telephone service, including installation, maintenance, and removal.
- C. Pay service costs for all local telephone service.
- D. Pay costs of toll charges related to construction of the project.
- E. Do not use Owner's existing telephone system.

1.05 TEMPORARY WATER

- A. Arrange with the water utility provider to provide water for construction purposes.
- B. Install branch piping with taps located so that water is available throughout the construction by the use of hoses.
- C. Install at each and every connection to the Owner water supply a backflow preventer meeting the requirements of ANSI A40.6 and AWWA C511. Contractor shall be required to meter and pay for all water used.

1.06 TEMPORARY SANITARY

- A. Provide sanitary facilities in compliance with laws and regulations.
- B. Service, clean and maintain facilities and enclosures.

1.07 REMOVAL

- A. Completely remove temporary materials, equipment, and offices upon completion of construction.
- B. Repair damage caused by installation and restore to specified or original condition.

- END OF SECTION -

Temporary Utilities  
01510-2

## SECTION 01550

### VEHICULAR ACCESS AND PARKING AREAS

#### PART 1 - GENERAL

##### 1.01 WORK INCLUDED

- A. Access roads.
- B. Temporary parking.
- C. Existing pavements and parking areas.
- D. Permanent pavements and parking areas.
- E. Maintenance.
- F. Removal and repair.

##### 1.02 RELATED REQUIREMENTS

- A. Section 01730 - Cutting and Patching
- B. Section 01510 - Temporary Utilities

#### PART 2 - PRODUCTS

##### 2.01 MATERIALS

- A. For temporary construction: Contractor's option, but must be approved by the Engineer.

#### PART 3 - EXECUTION

##### 3.01 PREPARATION

- A. Clear areas, provide proper surface and storm drainage of premises and adjacent areas. Install erosion protection.

##### 3.02 ACCESS ROADS

- A. Construct temporary all-weather access roads from public thoroughfares to serve construction area, of a width and load-bearing capacity to provide unimpeded traffic for construction purposes.

Vehicular Access and Parking Areas  
01550-1

- B. Construct temporary bridges and/or culverts to span low areas and allow unimpeded drainage.
- C. Extend and relocate as Work progress requires, and provide detours as necessary for unimpeded traffic flow.
- D. Locate temporary access roads as approved by the Owner and/or the Engineer.
- E. Provide and maintain access to all Owner facilities.

### 3.03 TEMPORARY PARKING

- A. Construct temporary parking areas to accommodate use of construction personnel in an area acceptable to the Owner and/or the Engineer. Pay all costs relating to temporary parking.

### 3.04 MAINTENANCE

- A. Maintain traffic and parking areas in a sound condition, free of excavated material, construction equipment, products, mud, snow, and ice. Use dust control measures required to prevent airborne particles.
- B. Contractor shall schedule and control his work so as to prevent all hazards to public safety, health and welfare.
- C. Streets shall be kept free of dirt and debris on a continuous basis. Pedestrian facilities shall be kept free of obstruction, and an accessible route shall be maintained at all times.
- D. On existing streets, two-way traffic shall be maintained at all times unless detour plans have been approved in advance by the Engineer.
- E. Pedestrian and vehicular access to occupied buildings shall be maintained at all times except where approval from the building owner has been obtained.
- F. Adherence to the project's erosion and sediment control plan will be required. Features contained therein, such as silt fences, check dams and sedimentation ponds shall be maintained in good working order to the satisfaction of the public works inspector.
- G. Maintain existing paved areas used for construction; promptly repair breaks, potholes, low areas, standing water, and other deficiencies to maintain paving and drainage in original and/or specified condition.

### 3.05 REMOVAL AND REPAIR

- A. Remove temporary materials and construction when permanent facilities are usable as directed by the Engineer.
- B. Remove underground work and compacted materials to a depth of two (2) feet; fill and grade site as specified.
- C. Repair existing permanent facilities damaged by usage to original and/or specified condition.

- END OF SECTION -

**SECTION 01551**  
**TRAFFIC REGULATION**

**PART 1 - GENERAL**

**1.01 WORK INCLUDED**

- A. Construction parking control.
- B. Flagmen.
- C. Flares and lights.
- D. Haul routes.
- E. Removal.
- F. This consists of maintaining, controlling, and protecting vehicular, bicycle, and pedestrian traffic adjacent to and within the construction area in accordance with the Plans, Contract Documents and Specifications, and Lexington-Fayette Urban County Government (LFUCG) Standard Drawings, current edition. Work in this section shall also conform to the Kentucky Transportation Cabinet Standard Specifications, (KYTC) Latest Edition specially but not limited to: Sections 112 of the KYTC Standard Specifications, current edition and associated cross references, but only to the extent that these KYTC sections do not conflict with the content of these Plans, Contract Documents and Specifications, and LFUCG Standard Drawings.

**1.02 RELATED SECTIONS**

- A. General Conditions
- B. Section 01560 - Barriers

**PART 2 - PRODUCTS**

**2.01 SIGNS AND DEVICES**

- A. Traffic Cones and Drums, Flares and Lights: as approved by federal, state, and local jurisdictions.
- B. Flagman Equipment: as required by federal, state, and local jurisdictions.

Traffic Regulation  
01551-1



## PART 3 – EXECUTION

### 3.01 CONSTRUCTION PARKING CONTROL

- A. Control vehicular parking to prevent interference with public traffic and parking, access by emergency vehicles, and Owner's operations.
- B. Monitor parking of construction personnel's vehicles in existing facilities. Maintain vehicular access to and through parking areas.
- C. Prevent parking on or adjacent to access roads or in non-designated areas.

### 3.02 TRAFFIC CONTROL

- A. All lane blockages and closures must be permitted by the LFUCG Division of Traffic Engineering. Contractor is responsible for obtaining all lane blockage/closure permits from LFUCG Traffic Engineering.
- B. Contractor shall abide by county and state regulations governing utility construction Work.
- C. Traffic control shall be provided according to the Kentucky Department of Highways Manual on Uniform Traffic Control Devices for Streets and Highways.

### 3.03 FLAGMEN

Provide trained and equipped flagmen to regulate traffic when construction operations or traffic encroach on public traffic lanes.

### 3.04 FLARES AND LIGHTS

Use flares and lights during hours of low visibility to delineate traffic lanes and to guide traffic.

### 3.05 HAUL ROUTES

- A. Consult with authorities, establish public thoroughfares to be used for haul routes and site access.
- B. Confine construction traffic to designated haul routes.
- C. Provide traffic control at critical areas of haul routes to regulate traffic and minimize interference with public traffic.

### 3.06 REMOVAL

Remove equipment and devices when no longer required.

- END OF SECTION -

## **SECTION 01560**

### **BARRIERS**

#### **PART 1 - GENERAL**

##### **1.01 WORK INCLUDED**

- A. The Contractor shall provide all temporary barriers in conformance with local, state, and federal codes.
- B. The Contractor is responsible for safety at all times on the project site. The Contractor shall provide appropriate barricades, safety fences, and warning signs. No open excavations or equipment shall be accessible to the general public at any time.
- C. Contractor shall coordinate with all property owners for temporary fencing at no additional cost to the Owner. Temporary fencing shall be a minimum of three (3) feet high and adequately supported to prevent overturning.

**- END OF SECTION -**

**Barriers  
01560-1**

## SECTION 01561

### SECURITY

#### PART 1 - GENERAL

##### 1.01 WORK INCLUDED

- A. The project area must remain safely accessible to Owner's personnel; however, the Contractor shall provide any non-interfering security he deems necessary to protect his Work, equipment, etc.
- B. Provide an adequate system to secure the project area at all times, especially during non-construction periods; the Contractor shall be solely responsible for taking proper security measures.

##### 1.02 COSTS

- A. Contractor shall pay for all costs for protection and security systems.

- END OF SECTION -

Security  
01561-1

## SECTION 01562

### PROTECTION OF WORK AND PROPERTY

#### PART 1 - GENERAL

##### 1.01 REQUIREMENTS INCLUDED

Protection for products (including Owner-provided products) after installation and existing property.

##### 1.02 RELATED REQUIREMENTS

Division 1 - General Requirements

#### PART 2 - PRODUCTS

(Not Used)

#### PART 3 - EXECUTION

##### 3.01 PROTECTION AFTER INSTALLATION

- A. Protect installed products and control traffic in immediate area to prevent damage from subsequent operations.
- B. Restrict traffic of any kind across planted lawn and landscape areas.

- END OF SECTION -

Protection of Work and Property  
01562-1

## SECTION 01570

### TEMPORARY CONTROLS

#### PART 1 - GENERAL

##### 1.01 REQUIREMENTS INCLUDED

- A. Dust control.
- B. Erosion and sediment control.
- C. Surface drainage.

##### 1.02 RELATED REQUIREMENTS

Section 01510 – Temporary Utilities

Section 02370 – Erosion and Sediment Control

#### PART 2 - PRODUCTS

(Not Used)

#### PART 3 - EXECUTION

##### 3.01 DUST CONTROL

- A. Plan and execute construction by methods to control surface drainage from cuts and fills, from borrow and waste disposal areas. Prevent erosion and sedimentation.
- B. Execute Work by methods to minimize raising dust from construction operations. Provide positive means to prevent airborne dust from dispersing into atmosphere.
- C. Minimize amount of bare soil exposed at one time.
- D. Provide temporary measures such as berms, dikes, drains, hay bales, gabions, etc., so as to minimize siltation due to runoff.
- E. Periodically inspect earthwork to detect evidence of erosion and sedimentation; promptly apply corrective measures.

Temporary Controls  
01570-1

### 3.02 SURFACE RUNOFF CONTROL

- A. Provide temporary control of surface runoff from adjacent property until proposed storm drainage is complete and in service.
- B. Direct surface water flow away from any open trenches.

- END OF SECTION -

Temporary Controls  
01570-2

## SECTION 01580

### PROJECT IDENTIFICATION AND SIGN

#### PART 1 - GENERAL

##### 1.01 SCOPE OF WORK

- A. The Contractor shall provide signs near the site of the Work. The sign shall set forth the description of the Work and the names of the Owner, Engineer, and Contractor.

##### 1.02 RELATED SECTIONS

- A. Part IV- General Conditions

#### PART 2 - PRODUCTS

##### 2.01 IDENTIFICATION SIGN (3' x 6')

- A. Project identification sign shall comply with Standard Drawing 323 unless otherwise noted.
- B. Basic design shall be as required by the Engineer or shown on the Drawings.
- C. Colors shall be as stated on the Drawings.
- D. Number Required: one (1)

#### PART 3 - EXECUTION

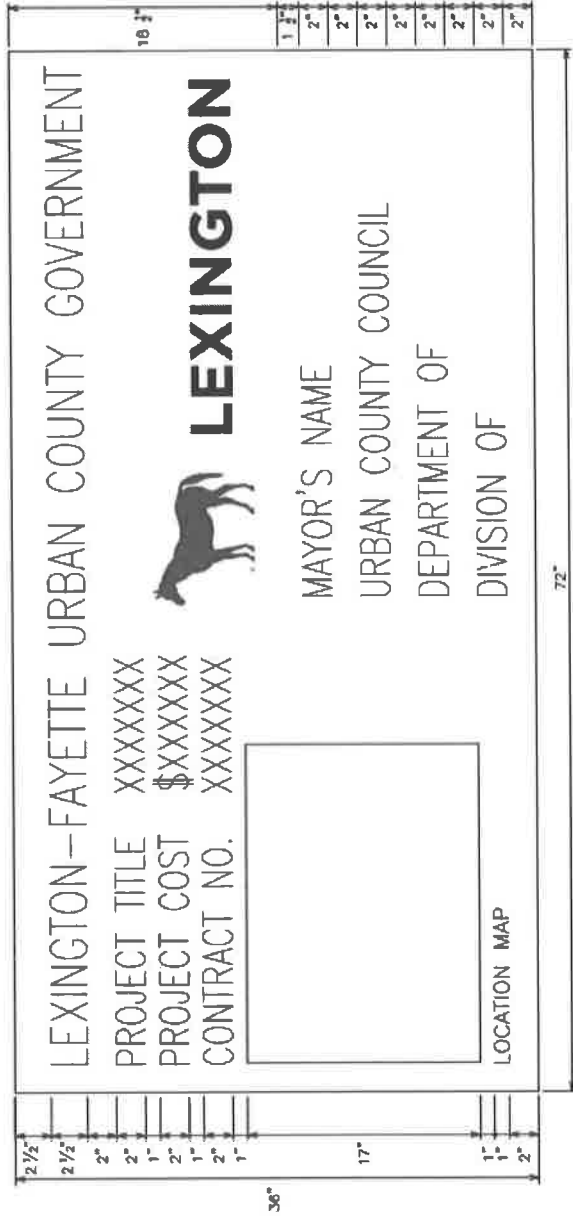
##### 3.01 INSTALLATIONS

- A. Signs shall be installed at locations specified by LFUCG. Project identification signs shall be located at the beginning of the project and the end of the project as decided by LFUCG.
- B. Project identification signs shall be in accordance with LFUCG Standard Drawing No. 323 attached at the end of this section.

##### 3.02 MAINTENANCE

The signs shall be maintained in good condition until the completion of the project.





**NOTES:**

THIS SIGN SHALL BE:

1. FURNISHED AND ERECTED BY THE CONTRACTOR AT THE CONTRACTOR'S EXPENSE, IN ADDITION TO THE NORMAL WARNING AND REGULATORY SIGNS.
2. OF GOOD QUALITY EXTERIOR PLYWOOD OR OTHER APPROVED MATERIAL.
3. PAINTED WITH SOLID BLUE LETTERS ON A WHITE BACKGROUND.
4. UPDATED AS NEEDED TO INDICATE THE APPROPRIATE MAYOR'S NAME.
5. FRAMED AND BRACED SO AS TO REMAIN VERTICAL AND PLAINLY VISIBLE TO THE TRAVELING PUBLIC.
6. ERECTED PRIOR TO STARTING CONSTRUCTION WORK.
7. ERECTED AT EACH END OF THE PROJECT AT LOCATIONS DIRECTED BY THE ENGINEER AND AT OTHER LOCATIONS SPECIFIED ON THE PLANS OR IN THE PROPOSAL.
8. KEPT CLEAN AND IN GOOD CONDITION FOR THE DURATION OF THE CONSTRUCTION AS DIRECTED BY THE ENGINEER.
9. THE COST SHOWN APPLIES ONLY TO THE PORTION OF PROJECT UNDER CONSTRUCTION IN A CONTINUOUS SECTION. IN THE EVENT THE PROJECT CONSISTS OF MORE THAN ONE CONTINUOUS SECTION THE COST SHOWN SHALL BE FOR THE PARTICULAR SECTION WHERE WORK IS IN PROGRESS.
10. NOT TO BE USED ON FEDERAL AND TRANSPORTATION PROJECTS



**LEXINGTON**

DIVISION OF ENGINEERING

---

PUBLIC IMPROVEMENT SIGN

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MICHAEL CHAMBERS, P.E.  
 APPROVAL:  8/22/17  
 LEVIN COUNTY ENGINEERS, P.C.  
 CONTRACTOR

3023

LEXINGTON - FAYETTE URBAN COUNTY GOVERNMENT

- END OF SECTION -

## SECTION 01600

### MATERIAL AND EQUIPMENT

#### PART 1 - GENERAL

##### 1.01 STORAGE OF MATERIALS AND EQUIPMENT

All excavated materials and equipment to be incorporated in the Work shall be placed so as not to injure any part of the Work or existing facilities and so that free access can be had at all times to all parts of the Work and to all public utility installations in the vicinity of the Work. Materials and equipment shall be kept neatly piled and compactly stored in such locations as will cause a minimum of inconvenience to public travel and adjoining owners, tenants, and occupants.

##### 1.02 HANDLING AND DISTRIBUTION

- A. The Contractor shall handle, haul, and distribute all materials and all surplus materials on the different portions of the Work, as necessary or required; shall provide suitable and adequate storage room for materials and equipment during the progress of the Work, and be responsible for the protection, loss of, or damage to materials and equipment furnished by him, until the final completion and acceptance of the Work.
- B. Storage and demurrage charges by transportation companies and vendors shall be borne by the Contractor.

##### 1.03 MATERIALS, SAMPLES, INSPECTION

- A. Unless otherwise expressly provided on the Drawings or in any of the other Contract Documents, only new materials and equipment shall be incorporated in the Work. All materials and equipment furnished by the Contractor to be incorporated in the Work shall be subject to the inspection of the Engineer. No material shall be processed or fabricated for the Work or delivered to the Work site without prior concurrence of the Engineer.
- B. As soon as possible after execution of the Agreement, the Contractor shall submit to the Engineer the names and addresses of the manufacturers and suppliers of all materials and equipment he proposes to incorporate into the Work. When shop and working Drawings are required as specified below, the Contractor shall submit prior to the submission of such Drawings, data in sufficient detail to enable the Engineer to determine whether the manufacturer and/or the supplier have the ability to furnish a product meeting the Specification. As requested, the Contractor shall also submit data relating to the materials and equipment he

Material and Equipment  
01600-1

proposes to incorporate into the Work in sufficient detail to enable the Engineer to identify and evaluate the particular product and to determine whether it conforms to the Contract requirements. Such data shall be submitted in a manner similar to that specified for submission of shop and working Drawings.

- C. Facilities and labor for the storage, handling, and inspection of all materials and equipment shall be furnished by the Contractor. Defective materials and equipment shall be removed immediately from the site of the Work.
- D. If the Engineer so requires, either prior to or after commencement of the Work, the Contractor shall submit samples of materials for such special tests as the Engineer deems necessary to demonstrate that they conform to the Specifications. Such samples, including concrete test cylinders, shall be furnished, taken, stored, packed, and shipped by the Contractor as directed.
- E. The Contractor shall furnish suitable molds for making concrete test cylinders. The Contractor shall have a minimum of four (4) concrete cylinders taken for every 25 cubic yards of concrete or discreet concrete delivery should the amount be less than 25 cubic yards even though placement may be at multiple locations. Cylinders shall be submitted to an independent laboratory for testing of strength by breaking at 7 days, 14 days, and 28 days. Additional cylinders may be taken as deemed necessary by Engineer and all costs associated with concrete testing shall be borne by the Contractor. Concrete sampling, cylinders, curing, and testing shall be accordance with respective ASTM standards, latest editions.
- F. All samples shall be packed so as to reach their destination in good condition, and shall be labeled to indicate the material represented, the name of the building or work and location for which the material is intended, and the name of the Contractor submitting the sample. To ensure consideration of samples, the Contractor shall notify the Engineer by letter that the samples have been shipped and shall properly describe the samples in the letter. The letter of notification shall be sent separate from and should not be enclosed with the samples.
- G. The Contractor shall submit data and samples, or place his orders, sufficiently early to permit consideration, inspection, and testing before the materials and equipment are needed for incorporation in the Work. The consequences of his failure to do so shall be the Contractor's sole responsibility.
- H. When required, the Contractor shall furnish to the Engineer triplicate sworn copies of manufacturer's shop or mill tests (or reports from independent testing laboratories) relative to materials, equipment performance ratings, and concrete data.
- I. After review of the samples, data, etc., the materials and equipment used on the Work shall in all respects conform therewith.

Material and Equipment  
01600-2

#### 1.04 IMPERFECT WORK OR MATERIALS

- A. Any defective or imperfect work or materials furnished by the Contractor which is discovered before the final acceptance of the work, as established by the Certificate of Substantial Completion, or during the subsequent guarantee period, shall be removed immediately even though it may have been overlooked by the Engineer and estimated for payment. Any materials condemned or rejected by the Engineer shall be tagged as such and shall be immediately removed from the site. Satisfactory work or materials shall be substituted for that rejected.
  
- B. The Engineer may order tests of imperfect or damaged work or materials to determine the required functional capability for possible acceptance, if there is no other reason for rejection. The cost of such tests shall be borne by the Contractor; and the nature, tester, extent and supervision of the tests will be as determined by the Engineer. If the results of the tests indicate that the required functional capability of the work or material was not impaired, consistent with the final general appearance of same, the work or materials may be deemed acceptable. If the results of such tests reveal that the required functional capability of the questionable work or materials has been impaired, then such work or materials shall be deemed imperfect and shall be replaced. The Contractor may elect to replace the imperfect work or material in lieu of performing the tests.

- END OF SECTION -

## SECTION 01660

### STORAGE

#### PART 1 - GENERAL

##### 1.01 REQUIREMENTS INCLUDED

- A. General Storage
- B. Enclosed Storage
- C. Exterior Storage
- D. Maintenance of Storage

##### 1.02 RELATED REQUIREMENTS

Division 1 - General Requirements

#### PART 2 - PRODUCTS

(Not Used)

#### PART 3 - EXECUTION

##### 3.01 GENERAL STORAGE

- A. Store products, immediately on delivery, in accordance with manufacturer's instructions, with seals and labels intact. Protect until installed.
- B. Arrange storage in a manner to provide access for maintenance of stored items and for inspection.
- C. Storage location shall be approved by the Owner.

##### 3.02 ENCLOSED STORAGE

- A. Store products, subject to damage by the elements, in substantial weather-tight enclosures.

Storage  
01660-1

- B. Maintain temperature and humidity within ranges stated in manufacturer's instructions.
- C. Provide humidity control and ventilation for sensitive products as required by manufacturer's instructions.
- D. Store unpacked and loose products on shelves, in bins, or in neat groups of like items.

### 3.03 EXTERIOR STORAGE

- A. Provide substantial platforms, blocking, or skids, to support fabricated products above ground; slope to provide drainage. Protect products from soiling and staining.
- B. For products subject to discoloration or deterioration from exposure to the elements, cover with impervious sheet material. Provide ventilation to avoid condensation.
- C. Store loose granular materials on clean, solid surfaces such as pavement, or on rigid sheet materials, to prevent erosion and ponding of water.
- D. Provide surface drainage to prevent erosion and ponding of water.
- E. Prevent mixing of refuse or chemically injurious materials.

### 3.04 MAINTENANCE OF STORAGE

- A. Regularly inspect stored products on a scheduled basis. Maintain a log of inspections, make available to Engineer on request.
- B. Verify that storage facilities comply with manufacturer's product storage requirements.
- C. Verify that manufacturer required environmental conditions are maintained continually.
- D. Verify that surfaces of products exposed to the elements are not adversely affected; that any weathering of finishes is acceptable under requirements of Contract Documents.

### 3.05 MAINTENANCE OF EQUIPMENT STORAGE

Storage  
01660-2

- A. For mechanical and electrical equipment in long-term storage, provide manufacturer's service instructions to accompany each item, with notice of enclosed instructions shown on exterior of package.
- B. Service equipment on a regularly scheduled basis, in accordance with the manufacturer's recommendations, maintaining a log of services; submit as a record document.

- END OF SECTION -

Storage  
01660-3

## SECTION 01730

### CUTTING AND PATCHING

#### PART 1 - GENERAL

##### 1.01 WORK INCLUDED

- A. Provide cutting and patching work to properly complete the Work of the project for connecting to existing stormwater or sewer lines and structures.
- B. Do not cut and patch in a manner that would result in a failure of the Work to perform as intended, decreased energy performance, increased maintenance, decreased-operational life, or decreased safety.

#### PART 2 - PRODUCTS

##### 2.01 MATERIALS

- A. Match existing materials for cutting and patching work with new materials conforming to project requirements.

#### PART 3 - EXECUTION

##### 3.01 INSTALLATION

- A. Inspect conditions prior to Work to identify scope and type of Work required. Protect adjacent Work. Notify Owner of Work requiring interruption to building services or Owner's operations.
- B. Perform Work with workmen skilled in the trades involved. Prepare sample area of each type of Work for approval.
- C. Cutting: Use cutting tools, not chopping tools. Make neat holes. Minimize damage to adjacent Work. Check for concealed utilities and structure before cutting.
- D. Patching: Make patches, seams, and joints durable and inconspicuous. The Contractor shall compact every 6-inch lift of stone backfill with a plate compactor. Comply with tolerances for new Work.
- E. Clean Work area and areas affected by cutting and patching operations.

- END OF SECTION -

Cutting and Patching  
01730-1



## SECTION 01770

### CONTRACT CLOSEOUT

#### PART 1 - GENERAL

##### 1.01 RELATED REQUIREMENTS

- A. Section 01120 – Work Sequence

##### 1.02 SUBSTANTIAL COMPLETION

- A. Contractor shall submit written certification to Engineer that project is substantially complete and includes a list of major items to be completed or corrected.
- B. Engineer will make an inspection within fourteen (14) days after receipt of certification, together with the Owner's representative.
- C. Should Engineer consider that work is substantially complete:
  - 1. Engineer will prepare and issue a certificate of substantial completion, containing:
    - a. Date of substantial completion.
    - b. Contractor's list of items to be completed or corrected, verified, and amended by Engineer.
    - c. The time within which Contractor shall complete or correct work of listed items.
  - 2. Contractor shall complete work listed for completion or correction, within designated time.
- D. Should Engineer consider that work is not substantially complete:
  - 1. He shall immediately notify Contractor, in writing, stating reasons.
  - 2. Contractor shall complete work, and send second written notice to Engineer, certifying that project, or designated portion of project is substantially complete.
  - 3. Engineer will re-review work.

Contract Closeout  
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### 1.03 FINAL INSPECTION

- A. Contractor shall submit written certification that:
  - 1. Contract Documents have been reviewed.
  - 2. Project has been inspected for compliance with Contract Documents.
  - 3. Work has been completed in accordance with Contract Documents.
  - 4. Equipment and systems have been tested in presence of Owner's representative and are operational.
  - 5. Project is completed and ready for final inspection.
- B. Engineer will make final on-site observation/review within fourteen (14) days after receipt of certification.
- C. Should Engineer consider that work is finally complete in accordance with requirements of Contract Documents, he shall request Contractor to make Contract closeout submittals.
- D. Should Engineer consider that work is not finally complete:
  - 1. He shall notify Contractor, in writing, stating reasons.
  - 2. Contractor shall take immediate steps to remedy the stated deficiencies, and send second written notice to Engineer certifying that work is complete.
  - 3. Engineer will re-review the work.

### 1.04 FINAL CLEANING UP

The work will not be considered as completed and final payment made until all final cleaning up has been done by the Contractor in a manner satisfactory to the Engineer.

### 1.05 CLOSEOUT SUBMITTALS

- A. Project Record Documents
- B. Operation and Maintenance Data
- C. Guarantees, Warranties, and Bonds

Contract Closeout  
01770-2

1.06 INSTRUCTION

Instruct Owner's personnel in operation of all systems, mechanical, electrical, and other equipment.

1.07 FINAL APPLICATION FOR PAYMENT

Contractor shall submit final applications in accordance with requirements of general conditions.

1.08 FINAL CERTIFICATE FOR PAYMENT

- A. Engineer will issue final certificate in accordance with provisions of general conditions.
- B. Should final completion be materially delayed through no fault of Contractor, Engineer may issue a semi-final certificate for payment.

- END OF SECTION -

Contract Closeout  
01770-3

## SECTION 02220

### DEMOLITION

#### PART 1 - GENERAL

##### 1.01 WORK INCLUDED

- A. The demolition indicated on the drawings and required by the Specifications does not profess to show or indicate every detail necessary to complete this project. The drawings and Specifications indicate the overall intent. The contractor shall provide the labor, construction equipment, materials and incidentals necessary to meet the intent of the contract documents. Demolition of existing items shall include the removal of all related appurtenances and the patching of all holes resulting from the removal. Demolition required to alter or remove all or parts of existing structures shall be conducted in a manner that protects the existing structures and those facilities to remain in service, and the proper disposal of all construction debris. Contractor shall inform the Owner of the disposal location for material. If disposal is in Fayette County, a separate ESC plan and gradings permit shall be obtained by the Contractor.
- B. Included, but not limited to, are demolition and removals of existing materials, equipment, or work necessary to install the new work as shown and specified and to connect same with existing work in an approved manner. Demolition includes, but is not necessarily limited to, structural steel, structural concrete, miscellaneous metal, piping, equipment, attachments, appurtenances, and similar existing facilities.
- C. Demolitions and removals which may be specified under other sections shall conform to requirements of this section.
- D. All work shall comply with all federal, state, and local codes and regulations regarding safety.

##### 1.02 SUBMITTALS

- A. Contractor shall submit for review proposed methods, equipment, and operations sequence. Include coordination for shut-off capping, temporary services, continuation of utility services, and other applicable items to ensure no interruption of Owner's operations.

Demolition  
02220-1

## 1.03 JOB CONDITIONS

### A. Protection

1. Contractor shall execute the demolition and removal work to prevent damage or injury to structures, occupants thereof, and adjacent features which might result from falling debris or other causes, and so as not to interfere with the use, and free and safe passage to and from, adjacent structures.
2. Closing or obstructing of roadways, sidewalks, and passageways adjacent to the work by the placement or storage of materials will not be permitted, and all operations shall be conducted with a minimum interference to traffic on these ways unless approved by the Owner.
3. Contractor shall erect and maintain barriers, lights, sidewalk sheds, and other required protective devices.
4. Contractor shall repair damage to facilities to remain, or to any property belonging to the Owner or occupants of the facilities at no additional cost to the Owner.

### B. Scheduling

1. Contractor shall carry out his operations so as to avoid interference with operations and work in the existing facilities.

### C. Notification

1. At least 48 hours prior to commencement of a demolition or removal, Contractor shall notify the Engineer in writing of his proposed schedule. Owner shall inspect the existing equipment and identify and mark those items which are to remain the property of the Owner. No removals shall be started without the written permission of the Engineer.

### D. Explosives

1. Do not bring explosives on site nor use explosives for demolition.

## PART 2 - PRODUCTS

(NOT USED)

Demolition  
02220-2

## PART 3 - EXECUTION

### 3.01 GENERAL

- A. All materials and equipment removed from existing work shall become the property of the Contractor, except for those which the Owner has identified and marked for its use. All materials and equipment marked by the Owner to remain its property, or designated to be relocated, shall be carefully removed by the Contractor so as not to be damaged, and then cleaned and stored on or adjacent to the site in a protected place specified by the Engineer or loaded onto trucks provided by the Owner.
- B. Contractor shall dispose of all demolition materials, equipment, debris, and all other items not marked by the Owner to remain as its property off the site and in conformance with all existing applicable laws and regulations.
- C. Surfaces of walls, floors, ceilings, or other areas which are exposed by any of the removals specified herein, and which will remain as architecturally finished surfaces and which have holes, scars, chipped or other damaged surfaces revealed by the removal shall be repaired by the Contractor with the same or matching materials as the existing surface or as may be otherwise approved by the Engineer.
- D. Pollution Controls: Use water sprinkling, temporary enclosures, and other suitable methods to limit the amount of dust and dirt rising and scattering in the air to the lowest practical level. Comply with governing regulations pertaining to environmental protection.
  - 1. Do not use water when it may create hazardous or objectionable conditions such as ice, flooding, and pollution.
  - 2. Clean adjacent structures, facilities, and improvements of dust, dirt, and debris caused by demolition operations. Return adjacent areas to conditions existing prior to the start of the work.

### 3.02 STRUCTURAL REMOVALS

- A. Existing structures which are designated to be demolished shall be removed in their entirety unless noted otherwise on the drawings.
- B. All concrete, concrete block, reinforcement, plaster, wire mesh and other items contained in or upon the structures shall be removed and taken from the site,

Demolition  
02220-3

unless otherwise approved by the Engineer. Demolished items shall not be used in backfill adjacent to structures or in pipeline trenches.

- C. All structural and miscellaneous metals designated to remain the property of the Owner shall be removed and stored on or adjacent to the site in a protected place specified by the Owner or loaded onto trucks provided by the Owner.
- D. After removal of parts or all of masonry walls, slabs and like work which tie into new work or existing work, the point of junction shall be neatly repaired so as to leave only finished edges and surface exposed.
- E. After removing the demolished structures, remaining cavities shall be backfilled with soil unless otherwise noted on the drawings.

### 3.03 PIPE REMOVED

- A. Piping removals shall consist of removing existing piping, and other appurtenances as specified, shown, or required for the completion of the work. It shall include demolition, cutting, capping, and plugging as required.
- B. Excavate all necessary material to remove the pipe which has been designated for removal. Dispose of the excavated material and remove the pipe. The pipe shall be relocated where indicated on the drawings. Pipe not scheduled to be relocated shall become the property of the Contractor and shall be removed from the project site. Seal all holes left in walls of structures or manholes that are to remain in place.
- C. The trench resulting from the removal of pipe shall be backfilled except when the trench lies within the limits of subsequent excavation.
- D. Where existing piping is not removed in its entirety, the remaining abandoned portion of the pipe will be sealed with precast, vitrified, or concrete stoppers or with masonry of a type and thickness acceptable to the Engineer.
- E. Where existing piping through demolished structures is to remain in service, pipes shall be connected through the structures with new pipe of a type and in a manner acceptable to the Engineer without additional cost to the Owner.
- F. After connecting across or sealing the existing pipes remaining, cavities shall be backfilled with soil. When connecting pipes are used, suitable backfill shall be carefully tamped solidly under and around the pipe.

### 3.04 MANHOLES ABANDONED

Demolition  
02220-4

- A. Existing manholes which are designated to be abandoned shall be removed to a minimum of one foot below the ground surface in a manner that will not damage pipes that are to remain. Backfill with crushed stone to subgrade elevation.
- B. Castings shall remain the property of the Owner and shall be carefully removed and stored within the project limits for pickup by the Owner.

### 3.05 CLEAN UP

- A. Contractor shall remove from the site all debris resulting from the demolition operations as it accumulates. Upon completion of the work, all materials, equipment, waste, and debris of every sort shall be removed. The premises shall be left clean, neat, and orderly.

- END OF SECTION -



## SECTION 02230

### SITE CLEARING

#### PART 1 - GENERAL

##### 1.01 SUMMARY

- A. Clear site within construction limits of plant life and grass.
- B. Remove root system of trees and shrubs.
- C. Remove surface debris.

##### 1.02 REGULATORY COMPLIANCE

Conform to applicable local codes and ordinances for disposal of debris.

#### PART 2 - PRODUCTS

(NOT USED)

#### PART 3 - EXECUTION

##### 3.01 REMOVAL OF EXISTING TREES AND OTHER VEGETATION

- A. Reasonable care shall be taken during construction to avoid damage to vegetation. Ornamental shrubbery and tree branches shall be temporarily tied back, where appropriate, to minimize damage. Trees that receive damage to branches shall be trimmed of those branches to improve the appearance of the tree. Tree trunks receiving damage from equipment shall be treated with a tree dressing. The Contractor shall not cut or injure any trees or other vegetation outside right-of-way or easement line and outside areas to be cleared, as indicated on the drawings, without written permission from the Engineer. The Contractor shall be responsible for all damages outside these lines.
- B. The Engineer shall designate which trees are to be removed within permanent and temporary easement lines or right-of-way lines.

##### 3.02 CLEARING

- A. From areas to be cleared, the Contractor shall cut or otherwise remove all trees, brush, and other vegetation such as snags, bark, and refuse. The ground shall be cleared to the width of the permanent easement or right-of-way unless otherwise directed by the Engineer.

Site Clearing  
02230-1

- B. Except where clearing is performed by uprooting with machinery, trees, stumps, and stubs to be cleared shall be cut as close to the ground surface as practicable, but no more than six (6) inches above the ground surface for small trees and 12 inches for larger trees.
- C. Elm bark shall be either buried at least one (1) foot deep or burned in suitable incinerators off-site with satisfactory antipollution controls and fire prevention controls, to prevent the spread of Dutch Elm disease and as required by applicable laws.

### 3.03 GRUBBING

From areas to be grubbed, the Contractor shall remove completely all stumps, remove to a depth of 12 inches all roots larger than 3-inch diameter, and remove to a depth of six (6) inches all roots larger than 1/2-inch diameter. Such depths shall be measured from the existing ground surface or the proposed finished grade, whichever is lower.

### 3.04 STRIPPING OF TOPSOIL

Prior to starting general excavation, strip topsoil to a depth of six (6) inches or to depths required by the Engineer. Do not strip topsoil in a muddy condition and avoid mixture of subsoil. Stockpile the stripped topsoil within easement or right-of-way lines for use in finish grading and site restoration. Topsoil stockpiled shall be free from trash, brush, stones over two (2) inches in diameter and other extraneous material.

### 3.05 PROTECTION

- A. Protect plant growth and features remaining as final landscaping.
- B. Protect benchmarks and existing work from damage or displacement.
- C. Maintain designated site access for vehicle and pedestrian traffic.

### 3.06 DISPOSAL

- A. All materials resulting from clearing and grubbing and not scheduled for reuse shall become the property of the Contractor and shall be suitably disposed of off-site, unless otherwise directed by the Engineer, in accordance with all applicable laws, ordinances, rules, and regulations.
- B. Such disposal shall be performed as soon as possible after removal of the material and shall not be left until the final period of cleaning up.

- END OF SECTION -

Site Clearing  
02230-2

## SECTION 02240

### DEWATERING

#### PART 1 - GENERAL

##### 1.01 SCOPE OF WORK

- A. Furnish all labor and equipment required to dewater all excavations.
- B. Dewatering of all excavations shall be the responsibility of the Contractor, and no additional compensation will be allowed for same.

#### PART 2 - PRODUCTS (NOT USED)

#### PART 3 - EXECUTION

##### 3.01 GENERAL

- A. Dewatering equipment shall be of adequate size and quantity to assure maintaining proper conditions for installing pipe, concrete, backfill or other material or structure in the excavation.
- B. Dewatering shall include proper removal of any and all liquid, regardless of its source, from the excavation.
- C. The site shall be kept free of surface water at all times. The Contractor shall install stabilized drainage ditches, dikes, and shall perform all pumping and other work necessary to divert or remove rainfall and/or all other accumulations of water from the excavations. The diversion and removal of surface water shall be performed in a manner that will prevent flooding and/or damage to other locations within or beyond the construction limits where it may be detrimental.
- D. The Contractor shall provide, install, and operate sufficient trenches, sumps, pumps, hose piping, well points, deep wells, etc., necessary to depress and maintain the groundwater level below the base of the excavation during all stages of construction operations.
- E. No groundwater from the excavated area shall be discharged into the sanitary sewer system, and no dewatering flows shall be discharged directly to streams or other waterbodies without authorization from the Kentucky Division of

Dewatering  
02240-1

Water and notification to the LFUCG Division of Water Quality.

- F. Dewatering shall be in accordance with Chapter 11 of the LFUCG Stormwater Manual and all other state and local regulations/permits/plans.
- G. Trench shall be dewatered as required and never shall the trench accumulate groundwater to a depth that will cause pipe to float.

- END OF SECTION -

## SECTION 02250

### SHORING AND UNDERPINNING

#### PART 1 - GENERAL

##### 1.01 SUMMARY

- A. Shore and brace sidewalls in deep excavations with steel sheet, soldier piles or timber lagging as required to protect existing buildings, utilities, roadways, and improvements. Prevent cave-ins, loss of ground, or damage to people and property.
- B. Maintain shoring and bracing during construction activities and remove shoring and bracing if practical when construction and filling is complete.
- C. Contractor shall be fully responsible for means and methods of shoring and underpinning, and shall submit plans, sealed by a Professional Engineer in the State of Kentucky, to the Engineer for review.

##### 1.02 SAFETY

- A. Comply with all federal, state, and local codes and regulations regarding safety. Use experienced installers. Deliver, handle, and store materials in accordance with manufacturer's instructions.

#### PART 2 - PRODUCTS

##### 2.01 MATERIALS

- A. Sheet Steel: Heavy-gauge steel sheet suitable for service.
- B. Soldier Piles: Steel H-beams in serviceable condition.
- C. Timber Lagging: Heavy timber pressure treated with wood preservative.

#### PART 3 - EXECUTION

##### 3.01 INSTALLATION

- A. Install in proper relation with adjacent construction. Coordinate with work of other sections.
- B. Locate shoring and bracing to avoid permanent construction. Anchor and brace to prevent collapse.

- END OF SECTION -

Shoring and Underpinning  
02250-1

## SECTION 02300

### EARTHWORK FOR BASIN EMBANKMENTS

#### PART 1 - GENERAL

##### 1.01 SUMMARY

- A. This Specification is for embankments on low hazard basins (Class A). Embankment height shall not exceed 20 feet (measured from the downstream toe).
- B. The Contractor shall furnish all labor, materials, and equipment necessary for the construction of the areas requiring the Earthwork in accordance with the Drawings and Specifications. This includes hauling, placing, compacting, screening, crushing, processing, moisture additions, disking, scarification, and all other incidental items required in the work.

##### 1.02 SUBMITTALS

The Contractor shall provide the following:

- A. Soil classification test reports, including plastic limit, liquid limit, and particle size analysis, on material to be used for embankments
- B. Optimum moisture maximum density curve (Standard Proctor – ASTM D698) for each type of soil to be used for embankments
- C. Unconfined compressive strength on each soil type to be used for the embankment.

#### PART 2 - PRODUCTS

##### 2.01 EQUIPMENT

- A. The equipment used for the earthwork will be of the Contractor's option. The equipment used shall have sufficient capabilities to produce a product meeting the desired final performance of the product.

##### 2.02 MATERIALS

- A. The material used for the embankments shall be ML, CL, MH, or CH soils as determined in accordance with the Unified Soil Classification System (USCS). This material shall include existing soil from the construction site and soil from borrow sites. The material shall be clean, natural soil void of topsoil or other

Earthwork for Basin Embankments  
02300-1

deleterious materials such as vegetation, roots, or other debris. The maximum size rock allowed in the material shall be 4-inches in diameter.

## PART 3 - EXECUTION

### 3.01 SUBGRADE PREPARATION

- A. Areas to receive fill of overlying constructed materials shall be compacted by sheepsfoot to a minimum of 95 percent standard Proctor density. The surface layers of the subgrade shall be void of topsoil or deleterious material such as vegetation, roots, or other debris.
- B. Compaction of the subgrade shall be tested by the Engineer using a nuclear density meter a minimum of nine tests per acre, if practical, otherwise a proof roll as described in D below will suffice.
- C. The Contractor shall notify the Engineer prior to placement of fill material over the subgrade. The Engineer or his representative shall visually inspect the exposed surface to evaluate the suitability of the subgrade and ensure that the surface is properly compacted, smooth, uniform, and has positive surface drainage.
- D. The soil subgrade shall be proof-rolled in the presence of the Engineer or his representative using a minimum 100,000-pound loaded four tire scraper (20 cubic yards in size), or an equivalent procedure and equipment.
- E. The Contractor shall remove any areas of the subgrade deemed to be soft or contain organic materials. These areas shall be over-excavated to suitable material as approved by the Engineer or his representative. The excavated area shall be brought up to grade using compacted fill and retested.

### 3.02 EMBANKMENTS

- A. The maximum standard dry density (ASTM D698) of at least two distinct samples of the soils to be used for embankment construction shall be determined by the Contractor and reported to the Engineer.
- B. Earthen embankments shall have side slopes not steeper than 3:1 (horizontal to vertical).
- C. Verify areas to be backfilled are free of debris, snow, ice, or water, and ground surfaces are not frozen.

- D. Backfill areas to contours and elevations. Use materials that are not frozen. The Contractor shall keep the foundation and subgrade free from water or unacceptable materials after the fill operations have started.
- E. Backfill systematically to allow minimum time for natural settlement. Do not backfill over porous, wet, or spongy subgrade surfaces.
- F. Place and compact soil fill materials in continuous layers not exceeding eight (8) inches loose depth. Compact soil fill materials to 95 percent of maximum dry density.
- G. Field density tests shall be performed by the Contractor on each lift. Field density tests shall conform to ASTM D1556 (Sand Cone Method) or ASTM D2950 (Nuclear Density Method). All test results shall be documented, and a copy of the results provided to the Engineer. Areas that fail to meet the requirements shall be reworked as necessary to meet the requirements and then tested again. This process shall be repeated until the compaction requirements are met. Tests shall be performed on each 400 square feet of surface area and on each lift of the surface area.
- H. Maintain optimum moisture content of backfill material to attain required compaction density as specified.
- I. Backfill shall not be placed against or on structures until they have attained sufficient strength to support all loads
- J. Anti-seep collars shall be installed when the spillway barrel passes through the embankment. Anti-seep collars shall be provided on all conduits through earthen embankments, foundations, and abutments.
- K. Slope grade away from structures a minimum of two (2) percent, unless noted otherwise.
- L. Remove surplus excavation materials from project site.
- M. Earthen embankments shall be immediately stabilized with temporary or permanent vegetation.
- N. For embankments of 5 feet or less, the minimum top width shall be 5 feet. For embankments of over 5 feet, the minimum top width shall be 12 feet.
- O. For embankments of 5 feet or less in height, the embankment shall be used as an emergency spillway and the downstream slope shall be 5H:1V or flatter. In addition, the downstream slope of the embankment shall be immediately protected with rock riprap.

Earthwork for Basin Embankments  
02300-3



- P. For embankments greater than 5 feet in height, the emergency spillway channel shall be located so that it will not be constructed over fill material.

### 3.03 TOLERANCES

- A. Bottom of Excavation: Plus or minus one-tenth (0.1) foot.

- END OF SECTION -

## SECTION 02310

### ROUGH GRADING AND CLEAN-UP

#### PART 1 - GENERAL

##### 1.01 SUMMARY

- A. Remove topsoil and stockpile for later reuse.
- B. Excavate subsoil and stockpile for later reuse as directed in Section 02316, Excavating, Backfilling, and Compacting for Utilities
- C. Grade and rough contour site.
- D. Rough (preliminary) Clean-up  
On a daily basis, maintain the work area free from accumulations of waste, debris, excess rock and excavated material, downed trees and brush resulting from line installation operations. Repair fences directly following backfilling of trench. Generally, restore contours as directed by Engineer.
- E. Final Clean-up  
Fully restore contours, seed or sod, fertilize, and straw mulch as directed by Engineer. Restore property to original condition.

##### 1.02 RELATED SECTIONS

- A. Section 02410 - Rock Removal
- B. Section 02315 - Excavation
- C. Section 02316 - Excavating, Backfilling, and Compacting for Utilities

##### 1.03 PROTECTION

- A. Protect trees and other features remaining as portion of final landscaping.
- B. Protect benchmarks, existing structures, fences, roads, sidewalks, and other features not designated for demolition.
- C. Protect above or below grade utilities which are to remain.
- D. Contractor shall be responsible for repairing any damage to those items not designated for demolition or removal in a manner satisfactory to the Owner at no additional cost to the Owner.

Rough Grading and Clean-up  
02310-1

## PART 2 - PRODUCTS

### 2.01 MATERIALS

#### A. Topsoil

Topsoil shall be fertile, natural soil, typical of the locality, free from large stones, roots, sticks, peat, weeds, and sod, and obtained from naturally well-drained areas. It shall not be excessively acid or alkaline nor contain other toxic material harmful to plant growth. Topsoil stockpiled under other sections or divisions may be used, but the Contractor shall furnish additional topsoil at his own expense, if required.

#### B. Subsoil

Subsoil shall be excavated material, graded free of lumps larger than 12 inches, rocks larger than 12 inches, and debris.

## PART 3 - EXECUTION

### 3.01 PREPARATION

- A. Identify required lines, levels, contours, and datum.
- B. Identify known below grade utilities. Stake and flag locations.
- C. Identify and flag above grade utilities.
- D. Maintain and protect existing utilities remaining which pass through work area.
- E. Upon discovery of unknown utility or concealed conditions, discontinue affected work; notify Engineer.

### 3.02 TOPSOIL EXCAVATION

- A. Excavate topsoil from areas to be further excavated, and stockpile in area designated on site by the Engineer.
- B. Do not excavate wet topsoil.
- C. Stockpile topsoil to depth not exceeding eight (8) feet.

### 3.03 SUBSOIL EXCAVATION

- A. Excavate subsoil from indicated areas and stockpile in area designated on site. Excess subsoil may be reused according to Section 02316, Excavating, Backfilling, and Compacting for Utilities.
- B. Do not excavate wet subsoil.
- C. Stockpile subsoil to depth not exceeding eight (8) feet.
- D. When excavation through roots is necessary, perform work by hand and cut roots with a sharp axe.

### 3.04 TOLERANCES

Top Surface of Subgrade: Plus or minus three (3) inches.

- END OF SECTION -

**SECTION 02311**  
**LANDSCAPE GRADING**

**PART 1 - GENERAL**

**1.01 WORK INCLUDED**

- A. Finish grade subsoil.
- B. Place, level, and compact topsoil.

**1.02 RELATED SECTIONS**

- A. Section 02300 – Earthwork for Basin Embankments
- B. Section 02920 – Seeding and Sodding

**1.03 PROTECTION**

- A. Protect landscaping and other features remaining as final work.
- B. Protect existing structures, fences, roads, and paving.

**PART 2 - PRODUCTS**

**2.01 MATERIALS**

Topsoil: Reused.

**PART 3 - EXECUTION**

**3.01 INSPECTION**

- A. Verify site conditions and note irregularities affecting work of this Section.
- B. Beginning work of this Section means acceptance of existing conditions.

**3.02 SUBSOIL PREPARATION**

- A. Eliminate uneven areas and low spots. Remove debris, roots, branches, stones, in excess of 1 inch in size. Remove subsoil contaminated with petroleum products.

Landscape Grading  
02311-1

- B. Scarify subgrade to depth of 3 inches where topsoil is scheduled. Scarify in areas where equipment used for hauling and spreading topsoil has compacted subsoil.

### 3.03 PLACING TOPSOIL

- A. Place topsoil in areas where seeding is scheduled.
- B. Use topsoil in relatively dry state. Place during dry weather.
- C. Fine grade topsoil eliminating rough or low areas. Maintain levels, profiles, and contours of subgrade.
- D. Remove stone, roots, grass, weeds, debris, and foreign material while spreading.
- E. Manually spread topsoil around structures to prevent damage.
- F. Roll placed topsoil.
- G. Leave stockpile area and site clean and raked, ready to receive landscaping.

### 3.04 TOLERANCES

Top of Topsoil: Plus or minus 1 inch.

### 3.05 SCHEDULE OF LOCATIONS

- A. The following paragraph identifies compacted topsoil thicknesses for various locations.
- B. Seeded Grass: 6 inches minimum.

- END OF SECTION -

## SECTION 02315

### EXCAVATION

#### PART 1 - GENERAL

##### 1.01 SUMMARY

- A. The Contractor shall furnish all labor, materials, and equipment necessary for the unclassified excavation as shown on the Drawings.

##### 1.02 RELATED SECTIONS

- A. Section 02300 – Earthwork for Basin Embankments
- B. Section 02410 - Rock Removal
- C. Section 02316 - Excavating, Backfilling, and Compacting for Utilities

##### 1.03 SAFETY

- A. Conform to all federal, state, and local codes and regulations regarding safety.
- B. Protect excavations by shoring, bracing, sheet piling, underpinning, or other methods required to prevent cave-in or loose soil from falling into excavation. Trench boxes shall meet OSHA standards.
- C. Underpin adjacent structures which may be damaged by excavation work, including service utilities and pipe chases.
- D. Notify Engineer of unexpected subsurface conditions and discontinue affected work in area until notified to resume work.
- E. Protect bottom of excavations and soil adjacent to and beneath foundations from frost.
- F. Grade excavation top perimeter to prevent surface water run-off into excavation.
- G. Contractor shall provide ample means and devices with which to intercept any water entering the excavation area.

##### 1.04 ROCK EXCAVATION

Rock removal shall be in accordance with Section 02410.

Excavation  
02315-1

## PART 2 - PRODUCTS

### 2.01 MATERIALS

#### A. Subsoil

Excavated material, graded free of lumps larger than 12 inches, rocks larger than 12 inches, and debris.

#### B. Pea Gravel

Mineral aggregate grader ¼ inch to 5/8 inch, free of soil, subsoil, clay, shale, or foreign matter.

## PART 3 - EXECUTION

### 3.01 CLASSIFICATION

- A. Without regard to the materials encountered, all trenching, roadway and drainage excavation is unclassified, and the Owner will consider it Unclassified Excavation. Any reference to rock, earth, or any other material on the Drawings or cross sections, whether in numbers, words, letters, or lines, is solely for the Owner's information and is not an indication of classified excavation or the quantity of either rock, earth, or any other material involved. The Bidder must draw his own conclusions as to the conditions to be encountered. The Owner does not give any guarantee as to the accuracy of the data and will not consider any claim for additional compensation when the materials encountered are not in accord with the classification shown.

### 3.02 PREPARATION

Identify required lines, levels, contours, and datum.

### 3.03 EXCAVATION

- A. All unclassified excavation shall be done in accordance with Section 204 – Roadway and Drainage Excavation in the Kentucky Transportation Cabinet's *Standard Specifications for Road and Bridge Construction*, Latest Edition.
- B. Reasonable care shall be taken during construction to avoid damage to vegetation. Ornamental shrubbery and tree branches shall be temporarily tied back, where appropriate, to minimize damage. Trees that receive damage to branches shall be trimmed of those branches to improve the appearance of the



tree. Tree trunks receiving damage from equipment shall be treated with a tree dressing.

- C. Before excavation and grading is commenced for buildings, structures, roads, parking areas, or other work described hereinafter or before material is removed from borrow pits, the topsoil shall be removed from the areas affected and stockpiled.
- D. Excavate subsoil required for construction operations and other work.
- E. Contractor is responsible to adequately brace open cuts and protect workmen and equipment from cave-in, in accordance with all federal, state, and local regulations.
- F. Remove lumped subsoil, boulders, and rock up to 1/3 cu. yd., measured by volume.
- G. Correct unauthorized excavation at no cost to Owner.
- H. Fill over-excavated areas under structure bearing surfaces in accordance with Section 02316 – Excavating, Backfilling, and Compacting for Utilities or as directed by Engineer.
- I. Stockpile excavated material in area designated on site.

#### 3.04 DEWATERING

- A. The Contractor, at his own expense, shall provide adequate facilities for promptly and continuously removing water from all excavation. Additionally, no additional payment will be made for dewatering associated with leakage from any existing facilities during the construction.
- B. To ensure proper conditions at all times during construction, the Contractor shall provide and maintain ample means and devices (including spare units kept ready for immediate use in case of breakdowns) with which to remove promptly and dispose properly of all water entering trenches and other excavations. Such excavation shall be kept dry until the structures, pipes, and appurtenances to be built therein have been completed to such extent that they will not be floated or otherwise damaged.
- C. All water pumped or drained from the work shall be disposed of in a suitable manner without undue interference with other work, damage to pavements, other surfaces, or property. Suitable temporary pipes, flumes, or channels shall be provided for water that may flow along or across the site of the work.

- D. If necessary, the Contractor shall dewater the excavations by means of an efficient drainage wellpoint system which will drain the soil and prevent saturated soil from flowing into the excavation. The wellpoints shall be designed especially for this type of service. The pumping unit shall be designed for use with the wellpoints, and shall be capable of maintaining a high vacuum and of handling large volumes of air and water at the same time.
- E. The installation of the wellpoints and pump shall be done under the supervision of a competent representative of the manufacturer. The Contractor shall do all special work such as surrounding the wellpoints with sand or gravel or other work which is necessary for the wellpoint system to operate for the successful dewatering of the excavation.

### 3.05 UNAUTHORIZED EXCAVATION

If the bottom of any excavation is taken out beyond the limits indicated or prescribed, the resulting void shall be backfilled at the Contractor's expense with thoroughly compacted crushed stone in accordance with Section 02376, or with 4000 psi concrete, if the excavation was for a structure.

### 3.06 EXCAVATION / DISPOSAL OF UNSUITABLE MATERIAL

- A. If material unsuitable for foundation (in the opinion of the Engineer) is found at or below the grade to which excavation would normally be carried in accordance with the drawings and/or specifications, the Contractor shall remove such material to the required width and depth and replace it with thoroughly compacted, screened gravel, select bank-run gravel, fine aggregate, or concrete as directed.
- B. No excavated materials shall be removed from the site of the work or disposed of by the Contractor except as directed or permitted.
- C. Surplus excavated materials suitable for backfill shall be used to backfill normal excavations in rock or to replace other materials unacceptable for use as backfill; shall be neatly deposited and graded so as to make or widen fills, flatten side slopes, or fill depressions. All work shall be as directed or permitted and without additional compensation.
- D. Surplus excavated materials not needed as specified above shall be hauled away and dumped by the Contractor, at his expense, at appropriate locations, and in accordance with arrangements made by him.

### 3.07 EXCESS MATERIAL

Excavation  
02315-4

Disposal of excess material shall be the responsibility of the Contractor. The Contractor shall determine the best method and area for disposal and obtain all permits and required permission. Disposal on site will not be permitted unless specifically indicated on the Drawings.

### 3.08 EXISTING UTILITIES AND OTHER OBSTRUCTIONS

Prior to the commencement of construction on the project, the Contractor shall contact the Owner and utility companies whose lines, above and below ground, may be affected during construction and verify the locations of the utilities as shown on the drawings. The Contractor shall ascertain from said parties if he will be allowed to displace or alter, by necessity, those lines encountered or replace those lines disturbed by accident during construction, or if the parties themselves are only permitted by policy to perform such work. If the Contractor is permitted to perform such work, he shall leave the lines in as good condition as were originally encountered and complete the work as quickly as possible. All such lines or underground structures damaged or molested in the construction shall be replaced at the Contractor's expense, unless in the opinion of the Engineer, such damage was caused through no fault of the Contractor.

- END OF SECTION -

## SECTION 02316

### EXCAVATING, BACKFILLING, AND COMPACTING FOR UTILITIES

#### PART 1 - GENERAL

##### 1.01 SUMMARY

- A. Excavating of trenches.
- B. Bedding of pipe.
- C. Backfilling trenches.
- D. Installing Identification Tape.

##### 1.02 RELATED SECTIONS

- A. Section 02250 – Shoring and Underpinning
- B. Section 02410 – Rock Removal
- C. Section 02632 – Stormwater Pipe

#### PART 2 - PRODUCTS

##### 2.01 BEDDING AND BACKFILLING STONE

- A. Crushed Stone material shall conform to the Kentucky Transportation Cabinet Standard Specifications, latest edition.
- B. Bedding Stone: No. 9 Crushed Stone.
- C. Backfill Stone: No. 9 Crushed Stone.

#### PART 3 - EXECUTION

##### 3.01 GENERAL REQUIREMENTS

- A. Trenching may be accomplished by means of a backhoe, trenching machine or by hand depending on the construction area. At the Contractor's option, trenching by a trenching machine or by backhoe is acceptable except as noted below:

1. Where the pipeline parallels a state highway and is being installed within the limits of the shoulder, a trenching machine must be used whenever practicable.
2. Where trenching close to other utilities, structures, building, or large trees, and it is reasonable to anticipate possible damage from the use of a trenching machine, then trenching shall be made by hand methods.

B. Clearing

All trees, stumps, bushes, shrubbery, and abandoned concrete or masonry structures within the limits of the trench shall be removed by the Contractor and disposed of in a manner satisfactory to the land owner and in accordance with federal, state, and local regulations. All clearing work shall be considered as incidental to the cost of laying pipe.

C. Bracing and Sheeting

In areas of unstable soils, bracing and sheeting shall be provided to adequately protect the workers during pipeline installation.

1. All requirements of the Occupational Safety and Health Act (OSHA) shall be met during trenching and backfill operations.
2. When sheeting and bracing are required, the trench width shall not be less than specified herein. As backfill is placed, the sheeting shall be withdrawn in increments not exceeding one (1) foot and the void left by the withdrawn sheeting shall be filled and compacted.
3. The Engineer will not be responsible for determining requirements for bracing or sheeting.

D. Excavated materials shall be piled in a manner that will not endanger the Work and will avoid obstructing driveways and sidewalks. Gutters shall be kept clear or other satisfactory provisions made for street drainage.

E. No more than 300 feet of trench shall be opened at any time in advance of the pipe, nor shall more than 25 feet be left unfilled overnight.

F. All trenches located within the right-of-way are to be covered at the end of each workday.

### 3.02 TRENCHING

#### A. General

1. The Contractor shall perform all excavation of every description and of whatever substances encountered, including clearing over the pipe line route. All excavations for the pipeline shall be open-cut except at paved city and county roads, state and federal highways, railroads and blacktop or concrete driveways which shall be bored unless otherwise approved by Engineer. Banks of excavations shall be kept as nearly vertical as possible.

#### B. Trench Width

1. Trench widths shall be in accordance with LFUCG Standard Drawings.
2. Contractor shall submit a shop drawing that includes a certification from the pipe manufacturer stating the recommended trench width for each pipe size and material being used.

#### C. Trench Depth:

1. The trench shall be excavated to a minimum of six (6) inches below pipe grade as noted on LFUCG Standard Drawings.

### 3.03 BLASTING AND EXPLOSIVES

- A. If rock removal by blasting methods is approved for use by the Owner and Engineer, blasting must comply with Federal, State, and Local Regulations and National Codes on the purchase, transportation, storage, and use of explosive material. Codes include, but are not limited to the following:

1. Storage, security, and accountability: Bureau of Alcohol, Tobacco, and Firearms (BATF): 27 CFR Part 181.
2. Shipment: DOT, 49 CFR Parts 171-179, 390-397.
3. Safety and Health: OSHA 29 CFR Part 1926, Subpart U.
4. Transportation and Storage: NFPA 495, Chapters 3 through 6.
5. Kentucky Department of Mines and Minerals code for explosive disintegration of rock.

- B. The Contractor must complete the following before explosives are brought to site:

1. Obtain all required permits from authorities having jurisdiction, with copies to Owner.

2. Obtain Blasting and Liability insurance in accordance with Kentucky Department of Highway requirements. A copy of the Declaration of Insurance shall be provided to the Owner.
  3. Complete preblast survey with signed copy to Owner.
  4. The Contractor shall submit a blasting plan prepared by a licensed blaster to the Owner and Engineer.
- C. No explosives shall be used within 20 feet of:
1. Building and/or structures existing, constructed, or under construction.
  2. Underground and/or overhead utilities whether existing or partially constructed.
- D. Permission for any deviation from the restriction set forth above shall be secured from the Engineer; in writing; however, permission for any such deviations shall not relieve the Contractor from any responsibility in the event of damage to buildings, structures, or utilities.
- E. All operations involving explosives shall be conducted with all possible care to avoid injury to persons and property. Blasting shall be done only with such quantities and strengths of explosives and in such a manner as will break the rock approximately to the intended lines and grades and yet will leave rock not to be excavated in an unshattered condition. Care shall be taken to avoid excessive cracking of the rock upon or against which any structure will be built, to prevent injury to existing pipes or other structures and property above or below ground. Rock shall be well covered with logs or mats, or both, where required. Sufficient warning shall be given to all persons in the vicinity of the work before a charge is exploded.
- F. The Contractor shall be solely responsible for his blasting operations. The Contractor shall not hold the Owner and/or Engineer liable for any damages resulting from his blasting operations on this project. Furthermore, the Contractor shall, at his expense, repair any damage to any structure, resulting from his blasting operations.
- G. Preblast Survey
1. A preblast survey is to be of such quality to determine whether blasting operations damaged structures. Preblast survey shall utilize video, still images and report forms to document each structure. Video with audible description of observations shall be used to observe general conditions of each structure and to note specific damage that exists to structure prior to

blasting. Still images shall be utilized to supplement video as needed to document specific conditions of each structure. Report form shall document date of survey, and who was present during survey. Forms shall also be utilized to supplement video as to the conditions of structures. Existing damage such as cracked foundations, brick facade, and etc. shall have reference object such as a scale in image or video. Audio commentary of cracked foundations, brick facades, etc. shall denote width of cracks. The Contractor shall submit three copies of video, still images, and pdf copies of report forms on CD's.

2. A preblast survey is required for all structures and utilities within a 500-foot radius of the blasting area.
3. At least thirty (30) days before initiation of blasting, the Contractor shall notify, in writing, all residents or owners of dwellings or other structures located within 500 feet of the blasting area advising that they will have a preblast survey performed. Contractor to maintain records of notifications and responses to be submitted to the Engineer.

D. Refer to Section 02220 for blasting requirements related to utilities.

#### 3.04 STORM PIPE BEDDING

- A. Refer to LFUCG Standard Drawings.

#### 3.05 STORM PIPE BACKFILLING

- A. Refer to LFUCG Standard Drawings.

- END OF SECTION -



## SECTION 02370

### EROSION AND SEDIMENT CONTROL

#### PART 1 - GENERAL

##### 1.01 SCOPE OF WORK

- A. The Contractor shall furnish all labor, materials, and equipment required for installing, maintaining, amending, and removing temporary soil erosion, sediment, and pollutant controls as shown in the Erosion and Sediment Control Plan or Stormwater Pollution Prevention Plan (hereinafter referred to generally as the SWPPP) and as specified herein and as required by the LFUCG Land Disturbance Permit, Chapter 16-Article X, Division 5 of the LFUCG Code of Ordinances, and the KPDES General Permit for Stormwater Discharges Associated with Construction Activities (KYR10).
- B. The Contractor shall take all site management measures necessary to minimize erosion and contain sediment, construction materials (including excavation and backfill), and pollutants (such as chemicals, fuels, lubricants, bitumen, raw sewage, and other harmful waste) on the site, and prevent them from being discharged offsite or into or alongside any body of water or into natural or man-made conveyances leading thereto.
- C. The Contractor shall at all times minimize land disturbance and the period of time that the disturbed area is exposed without stabilization practices. In “critical areas” (within 25 feet of a perennial or intermittent stream, wetland, sinkhole, inlet or other waterbody) erosion prevention measures such as working during dry periods, use of sediment controls, and use of erosion control mats/blankets, mulch, or straw blown in and stabilized with tackifiers or by treading, etc. shall be implemented on disturbed areas within 24 hours or “as soon as practical” after completion of disturbance/grading or following cessation of activities.
- D. Temporary erosion controls include, but are not limited to sodding, mulching, seeding, providing erosion control blankets and turf reinforcement mats on all disturbed surfaces including waste area surfaces and stockpile and borrow area surfaces; covering small disturbed areas with tarps or other materials; scheduling work to minimize erosion; and providing diversion or interceptor ditches to minimize the discharge of sediment.
- E. Temporary sedimentation controls include, but are not limited to, silt fences, rock check dams, berms, traps, barriers, fiber logs, storm drain inlet filters, and appurtenances on sloped surfaces to minimize the discharge of sediment.

Erosion and Sediment Control  
02370-1

- F. Contractor is responsible for providing and maintaining effective temporary erosion and sediment control measures prior to and during construction or until final controls become effective and the site is stabilized in accordance with state and local requirements.
- G. Prior to construction, the Contractor shall obtain an LFUCG Land Disturbance Permit and shall obtain coverage under the KPDES General Permit for Stormwater Discharges Associated with Construction Activities (KYR10) (see Article 3.24 in this Section) if required. The Contractor shall be responsible for placement of pollutant, erosion, and sedimentation controls as shown in the Stormwater Pollution Prevention Plan (SWPPP) prior to excavation, fill, or grade work. If during the course of construction, the state and/or LFUCG determine additional controls are required, the Contractor shall furnish, install, and maintain additional seeding, mulch, blankets, sediment barriers, diversion or other ditches, and/or other controls as necessary to control pollution, erosion, and sedimentation to the satisfaction of the regulatory agency.
- H. The Contractor shall inspect and repair all erosion and sedimentation controls as follows:
  - 1. At least once every seven (7) calendar days, and
  - 2. Within 24 hours after any storm event of 0.5 inch or greater.
- I. Final stabilization practices on those portions of the project where land disturbance activities have permanently ceased shall be initiated within fourteen (14) days of the date of cessation of land disturbance activities. Temporary stabilization for those portions of the project where land disturbance has temporarily ceased (e.g., temporary seeding, mulching, etc.) shall be initiated within fourteen (14) days of the date of cessation of land disturbance activities.
- J. Erosion and Sediment Control prevention measures shall be installed prior to removal of vegetation, grading, and/or stripping of topsoil. The Contractor is responsible for preparing and submitting the Kentucky Division of Water Notice of Intent and attachments and obtaining state permit approval, if applicable, prior to the beginning of any construction activities.

## **1.02 PERMITS AND NOTIFICATION REQUIREMENTS**

- A. The Contractor is responsible to submit a Stormwater Pollution Prevention Plan (SWPPP) for inclusion with permit applications. The Contractor may elect one of the following options to meet this requirement:
  - 1. Utilize the SWPPP (which includes the Erosion and Sediment Control Plan) provided in the Construction Drawings and prepared by the Owner's Engineer

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as a basis for an updated SWPPP, and take sole responsibility for updating and implementing the SWPPP, or

2. Provide a SWPPP, including an Erosion and Sediment Control Plan, prepared by a professional engineer licensed in the Commonwealth of Kentucky, meeting all of the requirements of KYR10, Chapter 11 of the LFUCG Stormwater Manual, and Chapter 16-Article X, Division 5 of the LFUCG Code of Ordinances.
- B. If applicable (i.e., for projects with a disturbed area of one acre or more), the Contractor shall submit a KPDES Notice of Intent specifically for Construction Activities (NOI-SWCA) and receive notification of coverage before beginning any site disturbance, and shall implement erosion, sediment, and pollution control measures as may be required by state, local and federal agencies. Contractor shall submit a signed Notice of Intent form and required attachments to the Division of Water at least seven (7) days prior to beginning of construction activity. See Article 3.24 in this Section for detailed requirements.
- C. A Land Disturbance Permit shall be obtained from the Lexington-Fayette Urban County Government Division of Engineering. See Article 3.25 in this Section for detailed requirements.
- D. The Contractor shall comply with all additional requirements of LFUCG. It is the Contractor's responsibility to provide evidence to the Owner that all permits, including those associated with construction across or along a stream channel, if applicable, have been obtained prior to initiation of construction. Some permits are obtained during the design phase of the project. Typically, they should be included in the contract documents.

### **1.03 RELATED WORK**

- A. Section 02371 – Stormwater Pollution Prevention Plan (SWPPP)

## **PART 2 – PRODUCTS**

### **2.01 MULCH**

- A. Mulch or erosion control blankets / turf reinforcement mats (see Section 2.08) shall be used as a soil stabilization measure for any disturbed area inactive (i.e., not undergoing grading or excavation) for 14 days or longer. Areas requiring stabilization during December through February shall receive only mulch held in place with bituminous material. Mulching, blankets, or mats shall be used whenever permanent or temporary seeding is used. The anchoring of mulch, blankets, and mats shall be in accordance with the Construction Drawings except all mulch placed

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in December through February shall be anchored with bituminous materials regardless of the slope. Permanent mulches or mats 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 are appropriate for areas with less than five percent slopes, and do not require tacking. Wood chips shall be applied at 270 cubic yards per acre or 6 cubic yards 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 are appropriate for areas with less than five percent slopes, and 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. Recommended buffer distances between applied products and waterbodies shall be strictly followed.
- G. Gravel or stone aggregate may be used in relatively small areas when incorporated into an overall landscaping plan. Before the gravel or crushed stone is applied, it shall be washed.

## **2.02 TEMPORARY SEED**

- A. Temporary seeding shall be used for soil stabilization when grades are not ready for permanent seeding, except during December through February. The seed shall be applied within 14 days after grading has stopped. Only rye grain or annual rye grass seed shall be used for temporary seeding.

**2.03 PERMANENT SEED**

- A. Permanent seeding shall be applied within 14 days after final grade has been reached, except during December through February. Permanent seeding shall also be applied on any areas that will not be disturbed again for a year even if final grades have not been reached. The use of mulch and erosion control blanket or turf reinforcement matting with permanent seeding shall be in accordance with applicable sections of this Specification. "Seed mats" may be used for permanent seeding in accordance with manufacturers' recommendations.
- B. Permanent seeding shall be used on disturbed areas where permanent, long-lived vegetative cover is needed to stabilize the soil and on rough graded areas that will not be brought to final grade for one year or more.
- C. The area to be seeded shall be protected from excess run-on and runoff as necessary with diversions, grassed waterways, terraces, or sediment ponds.
- D. Contractor shall use the following Permanent Seed Mix, with the following exceptions:
  - a. If a property owner landscaping agreement differs from this specification, the property owner landscaping agreement shall be followed on that property, or
  - b. The area to be seeded is within 25 feet of a stream bank, or
  - c. The Construction Drawings identify a different seed mix.

The Permanent Seed Mix shall consist of the following mix spread at a rate of 5.0 pounds/1,000 square feet:

<b>Common Name</b>	<b>%</b>	<b>lbs per 1,000 sq. ft.</b>
Tall Fescue (turf type)	75	3.75
Annual Rye	15	0.75
Bluegrass	10	0.50
<b>TOTAL</b>	<b>100%</b>	<b>5</b>

- E. 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.
- F. Permanent seeding may be done at any time except December through February.
- G. 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.

- H. Fertilizer shall be applied at a rate determined by a soil test obtained by the Contractor. Fertilizer shall not be applied within 50 feet of a stream or other waterbody. 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 another species is specified in the Construction Drawings or 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 shall be installed within 48 hours of digging and removal from the field. 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 determined by a soil test obtained by the Contractor. Fertilizer shall not be applied within 50 feet of a stream or other waterbody. 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 mowed 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.
- K. Sod shall be kept watered after installation until the project is considered substantially complete.

## **2.05 ROAD/PARKING STABILIZATION**

- A. Gravel or paved material shall be used to stabilize permanent roads or parking areas or roads or parking areas used repeatedly by construction traffic. Stabilization shall be accomplished within 14 days of grading or initiation of use for construction traffic. Unstabilized roads are not acceptable except in instances where the road will be used less than one month.
- B. Road/parking stabilization shall be used wherever roads or parking areas are constructed, whether permanent or temporary, for use by construction traffic.
- C. Stabilization shall be accomplished with a minimum depth of six inches of crushed stone. Stabilized construction roadbeds shall be at least 14 feet wide for one-way traffic and at least 20 feet wide for two-way traffic.
- D. Temporary roads shall follow the contour of the natural terrain to the extent possible. Slopes shall not exceed 10 percent.
- E. Temporary parking areas shall be located on naturally flat areas to minimize grading. Grades shall be sufficient to provide drainage but shall not exceed 4 percent.
- F. All cuts and fills shall be 2H:1V or flatter.
- G. Drainage ditches shall be provided as needed.
- H. Crushed stone shall be KYTC aggregate No. 2 (1.5 to 3 inches in diameter), or equivalent.

## **2.06 CONSTRUCTION ENTRANCE**

- A. A stabilized construction entrance shall be constructed wherever vehicles are leaving a construction site to enter a public road or at any unpaved entrance/exit location where there is a risk of transporting mud or sediment onto paved roads. A construction entrance shall be constructed at the beginning of the project before construction traffic begins to enter and exit the site.
- B. A stabilized construction entrance shall be constructed of crushed stone a minimum of 6 inches thick laid over geotextile (filter fabric).
- C. The width shall be at least 20 feet. At sites where traffic volume is high, the entrance shall be wide enough for two vehicles to pass safely. The length shall be at least 50 feet, and where practical, shall be extended to 100 feet. The entrance shall be flared where it meets the existing road to provide a turning radius.
- D. Stormwater and wash water runoff from a stabilized construction entrance shall drain to a sediment trap or sediment pond. If conditions on the site are such that the majority of the mud is not removed by the vehicles traveling over the gravel, then the tires of the vehicles shall be washed before entering a public road.
- E. Pipe placed under the entrance to handle runoff shall be protected with a mountable berm.
- F. Dust control shall be provided in accordance with the applicable sections of this Specification.
- G. Crushed stone shall be KYTC aggregate No. 2 (1.5 to 3 inches in diameter), or equivalent.
- H. Geotextile filter fabric shall be KYTC Type III.

## **2.07 DUST CONTROL**

- A. Dust control measures shall be implemented on the site.
- B. Construction activities shall be phased to minimize the total area unstabilized at any given time, thereby reducing erosion due to air and water movement.
- C. Construction roads shall be watered as needed to minimize dust.
- D. Existing trees, shrubs, and ground cover shall be retained as long as possible during the construction. Initial land clearing should be conducted only in those areas to be regraded or where construction is to occur. Areas to be cleared only for new



vegetation or landscaping shall be stabilized with seed and mulch immediately following clearing.

- E. Vegetative cover is the most effective means of dust and erosion control, when appropriate. See sections on Temporary Seed, Permanent Seed, Mulch, and Sod of this Specification.
- F. When areas have been regraded and brought to final grade, they shall be stabilized using temporary or permanent seed and mulch or other measures.
- G. Mulch with mulch binders may be used as an interim dust control measure in areas where vegetation may not be appropriate.
- H. See sections on Temporary Seed, Permanent Seed, Sod, Mulch, Road/Parking Stabilization, and Construction Entrance of this Specification.

## **2.08 EROSION CONTROL BLANKETS AND TURF REINFORCEMENT MATS**

- A. Mulch netting, erosion control blankets (ECBs), or turf reinforcement matting (TRM) shall be used on sloping areas as indicated in the Construction Drawings. Mats or nets and permanent seeding may be used as an alternate to sod for culvert entrances and grassed waterways when selected and installed in accordance with manufacturer's recommendations. TRMs shall be used at the water line to control toe erosion along stream banks and wave action in wet ponds. Erosion control blankets may be used to stabilize small ditches and swales and on recently planted slopes to protect seedlings until they become established.
- B. Effective ECB and TRM installation 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. ECBs or TRMs shall be used in critical areas such as banks along waterways where concentrated flows are expected. Manufacturer's specifications shall be followed.
- D. ECBs, TRMs, and netting shall be suitable for their intended purpose and shall be used as indicated in the Construction Drawings.
- E. The ECB shall have a minimum useful life span of two (2) years. The material shall consist of interlocking, curled wood fibers and be capable of withstanding shear stresses up to 2.25 pounds per square foot and a velocity of nine (9) feet per second. The acceptable ECB shall be Curlex II as manufactured by American Excelsior Company or approved equal.
- F. Product Documentation

The manufacturer shall provide the Engineer or other designated party with the QA/QC certifications for each shipment of ECB/TRM. The certification shall be signed by a responsible party employed by the manufacturer such as the QA/QC Manager, Production Manager, or Technical Services Manager. The QA/QC certifications shall include:

- a. ECB/TRM lot and roll numbers (with corresponding shipping information)
- b. Manufacturer's test data for raw materials used in the production
- c. Manufacturer's test data for finished production.

#### G. Product Labeling

- a. Prior to shipment, the Manufacturer shall affix a label to each roll identifying the following characteristics:
- b. Product identification information (manufacturer name and address, brand name, product code)
- c. Lot number and roll number
- d. Roll length and width
- e. Total roll weight.

#### H. Packaging

1. The ECB/TRM shall be wound around a cardboard core to facilitate handling. The core is not intended to support the roll for lifting but should be sufficiently strong to prevent collapse during transit.
2. All rolls shall be labeled and bagged in packaging that is resistant to photodegradation by ultraviolet light.

#### I. The Contractor shall furnish the following to the Engineer:

1. Manufacturer's quality assurance/quality control certifications for each shipment to verify that the materials supplied for the project are in accordance with the requirements of this specification.
2. Manufacturer's warranty covering materials and workmanship.

### **2.09 TEMPORARY DIVERSION DITCH**

- A. Temporary diversion ditches shall be used to collect sediment-laden runoff from disturbed areas and direct it to a sediment pond where applicable. Temporary ditches are those expected to be in use for less than one year. Temporary diversion and/or other ditches require stabilization, with seed, blankets, mats, or mulch.

- B. Temporary diversion ditches shall have stable outlets. The combination of conditions of site, slopes, and soils should be so that the ditch can be maintained throughout its planned life.
- C. Temporary diversion ditches shall not be constructed below high sediment-producing areas unless land treatment practices or structural measures, designed to prevent damaging accumulations of sediment in the channels, are installed with or before the diversion.
- D. A typical diversion cross section consists of a channel and a supporting ridge. In the case of an excavated-type diversion, the natural ground serves as the diversion ridge. Diversion cross sections shall be adapted to the equipment that will be used for their construction and maintenance.
- E. The channel may be parabolic or trapezoidal in shape. V-shaped ditches shall not be constructed.
- F. Diversions shall be located so that water will empty onto an established area such as a stable watercourse, waterway, or structure.
- G. Any high sediment-producing area above a diversion shall be controlled by good land use management or by structural measures to prevent excessive sediment accumulation in the diversion channel.
- H. Temporary diversions above steep slopes or across graded rights-of-way shall have a berm with a minimum top width of 2 feet, side slopes of 2:1 or flatter and a minimum height of 18 inches measured from the channel bottom.
- I. Diversions installed to intercept flow on graded rights-of-way shall be spaced 200 to 300 feet apart.
- J. A level lip spreader shall be used at diversion outlets discharging onto areas already stabilized by vegetation.

## **2.10 LEVEL SPREADER**

- A. Level spreaders shall be constructed at the outlets of temporary diversion ditches if they discharge to landscaped areas. Level spreaders shall also be constructed at outlets of permanent constructed waterways where they terminate on undisturbed areas.
- B. The length of the level spreader shall be constructed as shown on the Construction Drawings.

## **2.11 PERMANENT CONSTRUCTED WATERWAY**

- A. Permanent constructed waterways shall be used to divert stormwater runoff from upland undisturbed areas around or away from areas to be disturbed during construction. A waterway expected to be in place for at least one year shall be considered permanent. Permanent waterways shall be lined with sod or permanent seeding and nets, ECBs, or TRMs.

## **2.12 PIPE SLOPE DRAIN**

- A. Pipe slope drains shall be used whenever it is necessary to convey water down a steep slope, which is not stabilized or which is prone to erosion, unless a paved ditch (flume) is installed.
- B. Contractor shall use a 10-inch diameter pipe or larger to convey runoff from areas up to one-third acre; 12-inch or larger pipe for up to half-acre drainage areas; and 18-inch pipe for areas up to one acre, unless otherwise specified in the Construction Drawings. Multiple pipes shall be required for large areas, spaced as shown on the Construction Drawings.
- C. The pipe shall be heavy duty flexible tubing designed for this purpose, *e.g.*, non-perforated, corrugated plastic pipe, or specially designed flexible tubing.
- D. A standard flared end section or a standard T-section fitting secured with a watertight fitting shall be used for the inlet.
- E. Extension collars shall be 12-inch long sections of corrugated pipe. All fittings shall be watertight.

## **2.13 IMPACT STILLING BASIN**

- A. Impact stilling basins or armoring shall be used at the outlet of culverts and storm sewers with calculated exit velocities greater than 15 feet per second when flowing full.

## **2.14 CHECK DAM**

- A. Check dams shall be limited to use in small, open channels that drain 10 acres or less.
- B. Check dams shall not be used in streams.
- C. Check dams can be constructed of stones, coir logs, or wood fiber logs.

- D. If used, check dams shall be constructed prior to the establishment of vegetation.
- E. The maximum height at the center of a check dam shall be three feet above the ground on which the rock is placed.
- F. The center of the portion of the check dam above the flat portion of the channel shall be at least 1 foot lower than the outer edges. The outer edges of the check dam shall extend up the side slopes of the channel to a point 3 feet in elevation above the center portion of the check dam or to the top of the side slopes.
- G. The maximum spacing between rock check dams in a ditch should be such that the toe of the upstream dam is at the same elevation as the top of the next downstream dam.
- H. The spacing of coir and wood fiber check dams is one log every 100 feet for velocities of 5 fps, 50 feet for velocities between 5 and 7.5 fps, and 25 feet for velocities greater than 10 fps, unless otherwise shown in the Construction Documents.
- I. Stone check dams shall be constructed of KYTC Class II channel lining.
- J. Coir log or wood fiber log check dams shall be constructed of a single log with a diameter of at least 20 inches.

## **2.15 SEDIMENT TRAP**

- A. Sediment traps shall be installed below all disturbed areas of less than 5 acres that do not drain to a sediment pond.
- B. Erosion control practices such as seeding, mulching, sodding, diversion dikes, etc., shall be used in conjunction with sediment traps to reduce the amount of sediment flowing into the trap. The amount of sediment entering a trap can be reduced by the use of stabilized diversion dikes and ditches.
- C. The trap shall not be located in a stream. It shall be located to trap sediment-laden runoff before it enters the stream.
- D. Trap depth shall be at least 2 feet at the inlet and 4 feet at the outlet. Effective trap width shall be at least 10 feet and trap length shall be at least 30 feet. Containment berms of earth or rock may be used. High velocity areas (e.g., overflows) shall be armored with rock, TRMs, or other suitable material.
- E. The Construction Drawings shall indicate the final disposition of the sediment trap after the upstream drainage area is stabilized. The Construction Drawings shall

indicate methods for the removal of excess water lying over the sediment, stabilization of the pond site, and the disposal of any excess material.

## **2.16 SEDIMENT POND**

- A. A sediment pond shall be installed at the outlet of a disturbed area of 5 acres or more. The maximum drainage area for a single pond is 100 acres.
- B. Design and construction shall comply with all federal, state, and local laws, ordinances, rules, and regulations regarding dams.
- C. Erosion control practices such as seeding, mulching, sodding, diversion dikes, etc., shall be used in conjunction with sediment ponds to reduce the amount of sediment flowing into the pond.
- D. The pond shall not be located in a stream. It shall be located to trap sediment-laden runoff before it enters the stream.
- E. Contractor shall construct the sediment pond as shown on the Construction Drawings.
- F. Permanent ponds designed for stormwater detention or water quality treatment may serve as temporary sediment ponds if site conditions make the use of these structures desirable. At the time of conversion from a sediment pond to a permanent stormwater management pond, excess sediment shall be cleaned from the pond. If the pond is converted to a water quality basin, the sand in the sand filter outlet shall be replaced with clean sand unless it is shown to be clean.
- G. The Construction Drawings shall indicate the final disposition of the sediment pond after the upstream drainage area is stabilized. The Construction Drawings shall indicate methods for the removal of excess water lying over the sediment, stabilization of the pond site, and the disposal of any excess material.
- H. Vegetation shall be established upon completion of construction of the embankment, emergency spillway and other areas disturbed by construction.

## **2.17 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.

- 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:

<u>PHYSICAL PROPERTY</u>	<u>REQUIREMENTS</u>
Filtering Efficiency	80% (minimum)
Tensile Strength at 20%	50 pounds/linear inch (minimum)
Flow Rate	0.3 gallons/square foot/minute (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. Posts shall be no more than 6 feet apart.
- 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.

## **2.18 STORM DRAIN INLET PROTECTION**

- A. Storm drain inlet protection shall be utilized on drop inlets and curb inlets that receive sediment-laden runoff from disturbed areas.
- 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.

## 2.19 FILTER STRIP

- A. Filter strips shall be used on each side of permanent constructed channels.
- B. Filter strips shall only be used to remove sediment from overland flow. Filter strips are not effective in removing sediment from concentrated flows.
- C. If vegetative filters are proposed as a sediment control device and they do not already exist, they shall be planted and established prior to initiating land disturbing activities.
- D. The minimum filter strip width shall be 50 feet for streams, wetlands, and sinkholes. The minimum filter strip width shall be ten feet for constructed waterways.
- E. Where a post development floodplain or wet weather conveyance is being protected, filter strips shall be provided on each side. When a wetland or sinkhole is being protected, filter strips shall be provided around the perimeter.
- F. Contractor shall construct the filter strips as shown on the Construction Drawings.
- G. Existing grass or grass/legume mixtures used as filter strips shall be dense and well established, with no bare spots. When establishing new seeding, consideration shall be given to wildlife needs and soil conditions on the site. The following chart provides a list of alternative grass and grass/legume mixtures:



## SEEDING MIXTURE AND SITE SUITABILITY CHART

Seeding Mixture	Rate lbs/acre	Soil Suitability
Alfalfa <i>Or</i> Red Clover <i>Plus</i> Timothy <i>Or</i> Orchardgrass <i>Or</i> Bromegrass	10  10  4  6  6	Well-Drained
Ladino <i>Plus</i> Timothy <i>Or</i> Orchardgrass <i>Or</i> Bromegrass	0.5  4  6  8	Wet or Well-Drained

Notes:

1. All seeding shall be in accordance with the seeding sections of this Specification.
2. Well-drained sites include sites that are drained with tile as well as naturally well-drained and droughty sites. Wet sites include sites that are excessively wet only a portion of the growing season.

### 2.20 STREAM CROSSING

- A. Stream crossings shall be used in cases where construction traffic, permanent traffic, or utilities must cross existing post development floodplains. If the drainage area exceeds 1 square mile and a structure is necessary, the structure shall be designed by a professional engineer licensed in Kentucky, and shall be considered a permanent structure. Stream crossings shall be as close to perpendicular to the stream flow as possible.
- B. Temporary stream crossings are applicable to flowing streams with drainage areas less than one square mile. Temporary stream crossings shall be planned to be in service for the shortest practical period of time and to be removed as soon as their

function is completed.

- C. All such structures, whether temporary or permanent, are subject to the rules and regulations of the U.S. Army Corps of Engineers for in-stream modifications (404 Permitting) and the Kentucky Division of Water (401 Certification). No stream crossing shall be installed without first obtaining all applicable local, state, and federal permits.

Where culverts are to be installed, compacted soil or rock shall be used to form the crossing. The depth of soil or rock cover over the culvert shall be equal to one-half the diameter of the culvert or 12 inches, whichever is greater. The sides of the fill shall be protected from erosion using the mulching and seeding erosion control measures specified in this Specification.

- D. All stream crossings shall be constructed in such a manner as to avoid flooding or excessive inconvenience or damage to adjacent areas, roadways, properties, or structures.
- E. When using a culvert crossing, the top of the compacted earth fill shall be covered with at least six inches of KYTC No. 2 stone.
- F. KYTC No. 2 stone shall also be used for the stone pads forming the crossing approaches.

## **2.21 PUMP-AROUND FLOW DIVERSION**

- A. A pump-around flow diversion shall be used to divert flow around construction activities occurring in a stream when those activities are reasonably expected to cause the erosion of sediment or deposition of sediment in the stream.
- B. Check dams to form the diversion shall span the banks of the stream. Maintain 1-foot freeboard (minimum) on the upstream and downstream checks.
- C. Check dams may be constructed of sandbags or may be a water-filled bladder such as an Aqua-Barrier.
- D. The dewatering flow from the work area shall be treated in a sediment-trapping device prior to discharge to the stream.
- E. Sandbags shall be woven polypropylene bags with approximate dimensions of 18-1/2 inches by 28 inches. Contractor shall tie the ends of filled bags closed using either draw strings or wire ties.

## **2.22 CONSTRUCTION DEWATERING**

- A. Sediment-laden water shall be pumped to a dewatering structure before it is discharged.

## **PART 3 – EXECUTION**

### **3.01 GENERAL**

- A. Erosion and sediment control practices shall be consistent with the requirements of Chapter 11 of the LFUCG Stormwater Manual and other state and local regulatory agencies and in any case shall be adequate to minimize erosion of disturbed and/or regraded areas and discharge of sediment from the site.
- B. Contractor is responsible for notifying and obtaining coverage from the Kentucky Division of Water concerning inclusion under the KPDES General Permit for Stormwater Discharges Associated with Construction Activities.
- C. Gravity sewer lines, force mains, and water lines that cross streams shall be constructed by methods that maintain normal stream flow and allow for a dry excavation. Water pumped from the excavation shall be contained and allowed to settle prior to reentering the stream, or filtered through a sediment removal device. Excavation equipment and vehicles shall operate outside of the flowing portion of the stream. Spoil material from the line excavation shall not be allowed to enter the flowing portion of the stream. Clean Water Act Section 401 and 402 requirements enforced by the US Army Corps of Engineers and the Kentucky Division of Water and the provisions of this condition shall apply to all types of utility line stream crossings.
- D. Removal of riparian vegetation in the utility line right-of-way shall be limited to that necessary for equipment access. Effective erosion and sedimentation control measures shall be employed at all times during the project to prevent degradation of Waters of the Commonwealth. Site regrading and reseeding shall be accomplished with 14 days after disturbance.

### **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 (where needed) 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
- H. Erosion control blankets and turf reinforcement mats are considered protective mulches and may be used alone on erodible soils and during all times of year. Blankets and mats shall be installed in accordance with manufacturer's recommendations.
- I. 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.

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### **3.03 TEMPORARY SEED**

- A. The site shall be graded as needed to permit the use of conventional equipment for seedbed preparation, seeding, mulch application, and anchoring.
- B. The needed erosion control practices, such as diversions, temporary waterways for diversion outlets, and sediment ponds, shall be installed prior to seeding.
- C. Prior to seeding, lime and fertilizer (if needed) shall be worked into the soil with a disk harrow, springtooth harrow, or similar tools to a depth of two inches. On sloping areas, the final operation shall be on the contour.
- D. 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.
- E. The seedbed shall be firmed following seeding operations with a cultipacker, roller, or light drag.
- F. On sloping land, seeding operations shall be on the contour wherever possible.
- G. 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.
- H. New seed shall have adequate water for growth, through either natural means or irrigation, until plants are firmly established.
- I. Seeded areas shall be inspected at least weekly after planting and after each rainfall of one-half inch or more. Areas requiring additional seed and mulch shall be repaired within 48 hours.
- J. If vegetative cover is not established within 21 days, the area shall be reseeded.

### **3.04 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, 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, overseed 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 if needed according to soil tests.

### **3.05 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 inch 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 (if needed) 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.
- I. 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.

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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.

### **3.06 ROAD/PARKING STABILIZATION**

- A. The roadbed or parking surface shall be cleared of all vegetation, roots, and other objectionable material.
- B. All roadside ditches, cuts, fills, and disturbed areas adjacent to parking areas and roads shall be stabilized with appropriate temporary or permanent vegetation according to the applicable sections of this Specification.
- C. Geotextile filter fabric shall be applied beneath the stone for additional stability in accordance with fabric manufacturer's specifications.
- D. Both temporary and permanent roads and parking areas may require periodic top dressing with new gravel. Seeded areas adjacent to the roads and parking areas shall be checked regularly to ensure that a vigorous stand of vegetation is maintained. Roadside ditches and other drainage structures shall be checked once each week to ensure that they do not have silt or other debris that reduces their effectiveness.

### **3.07 CONSTRUCTION ENTRANCE**

- A. Vegetation, roots, and all other obstructions shall be cleared in preparation for grading. Prior to placing geotextile (filter fabric), the entrance shall be graded and compacted to 80% of standard proctor density.
- B. To reduce maintenance and loss of aggregate, the geotextile shall be placed over the existing ground before placing the stone for the entrance. Stone shall be placed to depth of 6 inches or greater for the entire width and length of the stabilized construction entrance.
- C. If wash racks are used, they shall be installed according to manufacturer's specifications.



- D. The stabilized construction entrance shall be inspected once each week and after there has been a high volume of traffic or a storm event greater than 0.2 inches.
- E. The entrance shall be maintained in a condition that will prevent tracking or flow of sediments onto public rights-of-way. This may require periodic top dressing with additional stone, as conditions demand, and repair and/or cleanout of any structures used to trap sediment.
- F. All materials spilled, dropped, washed, or tracked from vehicles onto roadways or into storm drains shall be removed immediately.

### **3.08 DUST CONTROL**

- A. See Articles on Temporary Seed, Permanent Seed, Sod, Mulch, Road/Parking Stabilization, and Construction Entrance of this Specification Section.
- B. When construction is active on the site, dust control shall be implemented as needed.
- C. When using tillage as a dust control measure, Contractor shall begin plowing on windward side of area. Chisel-type plows spaced about 12 inches apart, spring-toothed harrow, and similar plows are examples of equipment that may produce the desired effect.
- D. The site shall be observed daily for evidence of windblown dust and reasonable steps shall be taken to reduce dust whenever possible. When construction on a site is inactive for a period, the site shall be inspected at least weekly for evidence of dust emissions or previously windblown sediments. Dust control measures shall be implemented or upgraded if the site inspection shows evidence of wind erosion.

### **3.09 EROSION CONTROL BLANKETS AND TURF REINFORCEMENT MATS**

- A. Blankets 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.
- B. Placement
  - 1. The blankets and mats shall be unrolled in the direction of surface water flow.
  - 2. When using two blankets or mats side by side, the seams shall not be placed in the center of a channel but shall be offset by a minimum of one (1) foot.

3. Blankets and mats shall be stapled in place using U-shaped staples of the size, and at the prescribed intervals and arrangement, specified by the manufacturer.
4. When blankets or mats are laid side by side, they shall be stapled so as to anchor the edge of each roll.
5. The overlap of blankets and mats shall be in accordance with the manufacturer's recommendations.
6. If blanket/mat is unrolled along (parallel) to the contour installation must begin at the lower elevation and progress up slope with the upper blanket overlapping the lower as with roofing shingles.

C. Damage Repair

1. The patch material used for the repair of a hole or tear shall be the same type of material as the damaged blanket/mat.
2. The patch shall extend at least 12 inches beyond any portion of the damaged blanket/mat.
3. The repair patch shall be stapled in place as per manufacturer's recommendations.

**3.10 TEMPORARY DIVERSION DITCH**

- A. All dead furrows, ditches or other depressions to be crossed shall be filled before construction begins, or as part of construction, and the earth fill used to fill the depressions shall be compacted using the treads of the construction equipment. All old terraces, fencerows, or other obstructions that will interfere with the successful operation of the diversion shall be removed.
- B. The base for the diversion ridge shall be prepared so that a good bond is obtained between the original ground and the fill material. Vegetation shall be removed and the base shall be thoroughly disked prior to placement of fill.
- C. The earth materials used to construct the earth fill portions of the diversions shall be obtained from the diversion channel or other approved source.
- D. The earth fill materials used to construct diversions shall be compacted by running the construction equipment over the fill in such a manner that the entire surface of the fill will be traversed by not less than one tread track of the equipment.

- E. When an excess of earth material results from cutting the channel cross section and grade, it shall be deposited adjacent to the supporting ridge unless otherwise directed.
- F. The completed diversion shall conform to the cross section and grade shown on the Construction Drawings.
- G. Temporary or permanent seeding and mulch (or blanket/mat) shall be applied to the berm or ditch immediately following its construction. Contractor shall triple-seed areas below the flow line, and shall use erosion control blankets or turf reinforcement mats as needed.
- H. Bare and vegetated diversion channels shall be inspected regularly to check for points of scour or bank failure; rubbish or channel obstruction; rodent holes, breaching, or settling of the ridge; and excessive wear from pedestrian or construction traffic.
- I. Damaged channels or ridges shall be repaired at the time damage is detected. Sediment deposits shall be removed from diversion channels and adjoining vegetative filter strips regularly.
- J. Diversions shall be reseeded as needed to establish vegetative cover.

### **3.11 LEVEL SPREADER**

- A. The minimum acceptable width shall be 6 feet. The depth of the level spreader as measured from the lip shall be at least 6 inches and the depth shall be uniform across the entire length of the measure.
- B. The grade of the channel for the last 15 feet entering the level spreader shall be less than or equal to 1%.
- C. The level lip of the spreader shall be constructed on zero percent grade to ensure uniform conversion of channel flow to sheet flow.
- D. Level spreaders shall be constructed on undisturbed soil.
- E. The entrance to the spreader shall be graded in a manner to ensure that runoff enters directly onto the zero percent graded channel.
- F. Storm runoff converted to sheet flow shall discharge onto undisturbed areas stabilized with vegetation.
- G. All disturbed areas shall be stabilized immediately after construction is completed in accordance with the mulching and vegetation requirements of this Specification.

- H. The level spreader shall be inspected after each storm event and at least once each week. Any observed damage shall be repaired immediately.

### **3.12 PERMANENT CONSTRUCTED WATERWAY**

- A. All ditches or other depressions to be crossed shall be filled before construction begins or as part of construction, and the earth fill used to fill the depressions shall be compacted using the treads of the construction equipment. All old terraces, fence rows, or other obstructions that will interfere with the successful operation of the channel shall be removed.
- B. The earth materials used to construct the earth fill portions of the channel shall be obtained from the excavated portion of the channel or other approved source.
- C. The earth fill materials used to construct the channel shall be compacted by running the construction equipment over the fill in such a manner that the entire surface of the fill will be traversed by at least one tread track of the equipment.
- D. The completed channel shall conform to the cross section and grade shown on the Construction Drawings.
- E. Channels shall be inspected regularly to check for points of scour or bank failure; rubbish or channel obstruction; rodent holes; breaching; and excessive wear from pedestrian or construction traffic.
- F. Channels shall be repaired at the time damage is detected. Sediment deposits shall be removed from adjoining vegetative filter strips when they are visible.
- G. Channels shall be seeded and mulched as needed to establish vegetative cover. Blankets or mats may be used instead of mulch, according to manufacturer's specifications.
- H. The subgrade of paved channels shall be constructed to the required elevations. All soft sections and unsuitable material shall be removed and replaced with suitable material. The subgrade shall be thoroughly compacted and shaped to a smooth, uniform surface. The subgrade shall be moist when pouring concrete.
- I. Before permanent stabilization of the slope, the structure shall be inspected after each rainfall. Any damages to the paved channel or slope shall be repaired immediately.

### 3.13 PIPE SLOPE DRAIN

- A. The pipe slope drain shall be placed on undisturbed or well-compacted soil.
- B. Soil around and under the entrance section shall be hand-tamped in 4-inch to 8-inch lifts to the top of the dike to prevent piping failure around the inlet.
- C. Filter fabric shall be placed under the inlet and extended 5 feet in front of the inlet and be keyed in 6 inches on all sides to prevent erosion.
- D. Backfilling around and under the pipe with stable soil material hand compacted in lifts of 4 inches to 8 inches shall be done to ensure firm contact between the pipe and the soil at all points.
- E. The pipe slope drain shall be secured to the slope using stakes at intervals of 10 feet or less.
- F. All slope drain sections shall be securely fastened together and have watertight fittings.
- G. The pipe shall be extended beyond the toe of the slope and discharged at a non-erosive velocity into a stabilized area or to a sediment trap or pond.
- H. The pipe slope drain shall have a minimum slope of 3 percent or steeper.
- I. The height at the centerline of the earth dike shall range from a minimum of 1.0 foot over the pipe to twice the diameter of the pipe measured from the invert of the pipe. It shall also be at least 6 inches higher than the adjoining ridge on either side. At no point along the dike will the elevation of the top of the dike be less than 6 inches higher than the top of the pipe.
- J. All areas disturbed by installation or removal of the pipe slope drain shall be immediately stabilized.
- K. The pipe slope drain shall be inspected after every rainfall and at least weekly. Any necessary repairs shall be made immediately.
- L. Contractor shall check to see that water is not bypassing the inlet and undercutting the inlet or pipe. If necessary, Contractor shall install headwall or sandbags.
- M. Contractor shall check for erosion at the outlet point and shall check the pipe for breaks or clogs. Contractor shall install additional outlet protection if needed and immediately repair the breaks and clean any clogs.
- N. Contractor shall not allow construction traffic to cross the pipe slope drain and shall not place any material on it.

- O. If a sediment trap has been provided, it shall be cleaned out when the sediment level reaches 1/3 the design volume.
- P. The pipe slope drain shall remain in place until the slope has been completely stabilized or up to 30 days after permanent slope stabilization.

### **3.14 IMPACT STILLING BASIN**

- A. Construction specifications for impact stilling basins are provided in the Construction Drawings.

### **3.15 CHECK DAM**

- A. Stone shall be placed by hand or mechanically as necessary to achieve complete coverage of the ditch and to ensure that the center of the dam is at least 1 foot lower than the outer edges. Stone shall also be placed to extend 3 feet in elevation above the center portion of the check dam or to the top of the channel side slopes.
- B. Coir and wood fiber logs shall be laid on the channel bottom.
- C. Check dams shall be removed when their useful life has been completed. In temporary ditches and swales, check dams shall be removed and the ditch filled in when it is no longer needed. In permanent channels, check dams shall be removed when a permanent lining can be installed. In the case of grass-lined ditches, check dams shall be removed when the grass has matured sufficiently to protect the ditch or swale. The area beneath the check dams shall be seeded and mulched or sodded (depending upon velocity) immediately after check dams are removed.
- D. If stone check dams are used in grass-lined channels that will be mowed, care shall be taken to remove all stone from the channel when the dam is removed. This shall include any stone that has washed downstream.
- E. Regular inspections shall be made to ensure that the check dam is in good working order and the center of the dam is lower than the edges. Erosion caused by high flows around the edges of the dam shall be corrected immediately, and the dam shall be extended beyond the repaired area.
- F. Check dams shall be checked for sediment accumulation after each rainfall. Sediment shall be removed before or when it reaches one-third of the original height.
- G. Check dams shall remain in place and operational until the drainage area and channel are completely stabilized, or up to 30 days after the permanent site stabilization is achieved.

### **3.16 SEDIMENT TRAP**

- A. The area to be excavated shall be cleared of all trees, stumps, roots, brush boulders, sod, and debris. All channel banks and sharp breaks shall be sloped to no steeper than 1:1. All topsoil containing excessive amounts of organic matter shall be removed.
- B. Seeding and mulching of the sediment trap berm and any material taken from the excavation shall comply with the applicable soil stabilization sections of this Specification.
- C. Construction specifications for sediment traps are provided in the Construction Drawings.
- D. Any material excavated from the trap shall be placed in one of the following ways so that it will not be washed back into the trap by rainfall:
  - 1. uniformly spread to a depth not exceeding 3 feet and graded to a continuous slope away from the trap
  - 2. uniformly placed or shaped reasonably well with side slopes assuming the natural angle of repose for the excavated material behind a berm width not less than 12 feet.
- E. Sediment shall be removed from the trap when the capacity is reduced to one third of the design volume. Contractor shall follow the methods for disposing of sediment removed from the trap as shown in the Construction Drawings.

### **3.17 SEDIMENT POND**

- A. The foundation area shall be cleared of all trees, stumps, roots, brush boulders, sod, and debris. All channel banks and sharp breaks shall be sloped to no steeper than 1:1. All topsoil containing excessive amounts of organic matter shall be removed. The surface of the foundation area shall be thoroughly scarified before placement of the embankment material.
- B. A cutoff trench shall be backfilled with suitable material. The trench shall be kept free of standing water during backfill operations.
- C. The pipe conduit barrel shall be placed on a firm foundation. Selected backfill material shall be placed around the conduit in layers, and each layer shall be compacted to at least the same density as the adjacent embankment. All compaction within 2 feet of the pipe spillway shall be accomplished with hand-operated tamping equipment.

- D. All borrow areas outside the pond and in the drainage area shall be graded and left in such a manner that water will not be ponded.
- E. The material placed in the fill shall be free of all sod, roots, frozen soil, stones more than 6 inches in diameter, and other objectionable material. The placing and spreading of the fill material shall occur in approximately 6-inch horizontal layers or of such thickness that the required compaction can be obtained with the equipment used. Each layer shall be compacted in a way that will result in achieving 95 percent of the maximum standard dry density.
- F. The distribution and gradation of materials throughout the fill shall be such that there will be no lenses, pockets, stakes, or layers of material differing substantially in texture or gradation from the surrounding material. Where it is necessary to use materials of varying texture and gradation, the more impervious material shall be placed in the upstream and center portions of the fill.
- G. The moisture content of fill material shall be such that the required degree of compaction can be obtained with the equipment used.
- H. Fill shall not be placed on frozen, slick, or saturated soil.
- I. The topsoil material saved in the site preparation shall be placed as a top dressing on the surface of the emergency spillways, embankments, and borrow areas. It shall be evenly spread.
- J. A protective cover of herbaceous vegetation shall be established on all exposed surfaces of the embankment, spillway, and borrow areas to the extent practical under prevailing soil and climatic conditions.
- K. Seedbed preparation, seeding, fertilizing, and mulching shall comply with the applicable sections of this Specification.
- L. Any material excavated from the pond shall be placed in one of the following ways so that its weight will not endanger the stability of the side slopes and where it will not be washed back into the pond by rainfall:
  - 1. uniformly spread to a depth not exceeding 3 feet and graded to a continuous slope away from the pond.
  - 2. uniformly placed or shaped reasonably well with side slopes assuming the natural angle of repose for the excavated material behind a berm width not less than 12 feet.
- M. Sediment shall be removed from the pond when the capacity is reduced to one third of the design volume. Contractor shall follow the methods for disposing of sediment removed from the pond as shown in the Construction Drawings.

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### 3.18 SILT FENCE

- A. This Article provides construction specifications for silt fences using synthetic fabric. See the Construction Drawings for additional detail.
- B. Posts shall be spaced a maximum of 6 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.
- C. A trench shall be excavated at least 6 inches wide and 6 inches deep along the line of posts and upslope from the barrier.
- D. Where used, the 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.
- E. 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.
- F. At joints, filter fabric shall be lapped with terminating posts with a minimum overlap of 3 feet.
- G. The trench shall be backfilled and soil compacted over the filter fabric.
- H. Silt fences shall be removed when they have served their useful purpose, but not before the upslope area has been permanently stabilized.
- I. 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.
- J. 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.
- K. Sediment deposits shall be removed after each storm event or when deposits reach approximately one-third the height of the barrier.
- L. 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.
- M. Silt fences shall be replaced every 6 months.

N. Silt fence shall terminate in a “J” hook to prevent bypassing at the end of a row.

### **3.19 STORM DRAIN INLET PROTECTION**

A. All storm drains receiving sediment-laden flows from disturbed areas shall be protected. Approved inlet protection methods include net or sand bags filled 2/3 with rock, geotextile filtration products, and Contractor-fabricated structures.

B. For a silt fence drop inlet protection structure, 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.

C. 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.

D. 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 shall 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.

E. 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.
  2. 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.
- F. 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.
- G. The inlet protection structure shall be inspected after each rain, and repairs made as needed.
- H. Sediment shall be removed and the device restored to its original dimensions when 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.
- I. If a stone filter becomes clogged with sediment so that it no longer adequately performs its function, the stone shall be pulled away from the blocks, cleaned, and replaced.
- J. Structures shall be removed after the area draining to the inlet protection structure has been properly stabilized.

### **3.20 FILTER STRIP**

- A. When planting filter strips, Contractor shall prepare seedbed, incorporate fertilizer based on a soil test, and apply mulch consistent with the seeding sections of this Specification. Fertilizer shall not be applied within 50 feet of a stream or other waterbody. Filter strips using areas of existing vegetation shall be over seeded, as necessary, with the specified mixtures to obtain an equivalent density of vegetation. The over seeding shall be accomplished prior to any land disturbing activities.
- B. Filter strips shall be inspected regularly to ensure that a healthy vegetative growth is maintained. Any bare spots or spots where sediment deposition could lead to the destruction of vegetation shall be repaired.
- C. Filter strips shall be fertilized once each year in the fall.
- D. Irrigation shall be used as necessary to maintain the growth of the vegetation in the filter strip.
- E. Sediment shall be removed when it becomes visible in the filter.
- F. Construction traffic shall not be driven on or over filter strips.

### **3.21 STREAM CROSSING**

- A. Clearing and excavation of the streambed and banks shall be kept to a minimum.
- B. The structure shall be removed as soon as it is no longer necessary for project construction.
- C. Upon removal of the structure, the stream shall immediately be reshaped to its original cross section and properly stabilized.
- D. The approaches to the structure shall consist of stone pads with a minimum thickness of 6 inches, a minimum width equal to the width of the structure, and a minimum approach length of 25 feet on each side.
- E. The structure shall be inspected after every rainfall and at least once a week and all damages repaired immediately.

### **3.22 PUMP-AROUND FLOW DIVERSION**

- A. Operations shall be scheduled such that diversion installation, in-stream excavation, in-stream construction, stream restoration, and diversion removal are completed during low-flow conditions and as quickly as possible. Contractor shall not

construct in a stream when rainfall is expected during the time excavation will be occurring in the stream.

- B. Check dams shall be installed across the stream during low flow conditions.
- C. Stream flow shall be pumped around the check dams. Outlet protection shall be installed as required at the discharge point.
- D. Contractor shall dewater the work area and pump into a sediment trapping device.
- E. Contractor shall complete construction activities across the stream.
- F. Contractor shall restore the streambed and banks.
- G. Contractor shall remove sandbags and shut down pumping operation. (Salvage sandbags for future use if multiple stream crossings are required on the project.) Contractor shall remove all sandbags from the stream, including damaged and empty bags.
- H. Pumps shall be manned around-the-clock when the pump-around diversion is in the stream.
- I. This control provides short-term diversion of stream flow (typically 1 day to 3 days). Additional sandbags or pumps may be required to maintain 1-foot freeboard on the sandbag checks if flow conditions change.
- J. Contractor shall add sandbags as required to seal leaks in check dams.

### **3.23 CONSTRUCTION DEWATERING**

- A. All dewatering discharges shall pass through a sediment removal device. Contractor shall follow the specifications for sediment traps and basins. The manufacturer's recommendations shall be followed for commercial products.
- B. The dewatering structure shall be inspected frequently to ensure it is functioning properly and not overtopping. Accumulated sediment shall be spread out on site and stabilized or disposed of offsite.

### **3.24 KPDES GENERAL PERMIT FOR STORMWATER DISCHARGES FROM CONSTRUCTION ACTIVITIES**

- A. The Contractor is responsible for electronically filing the appropriate state Notice of Intent (NOI-SWCA) letter at least seven (7) days prior to start of construction activity. The Notice of Intent (NOI) is a Kentucky Pollution Discharge Elimination

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System (KPDES) permit application as provided by the Kentucky Revised Statutes, Chapter 224. This application is required to be submitted for construction projects that disturb one or more acres of land.

- B. The NOI requires the inclusion of the descriptions of (but is not limited to) the following items:
1. Names and designated uses of any receiving waters
  2. Anticipated number and locations of discharge points
  3. Identification of planned construction in or along a waterbody
- C. A topographic map showing project boundaries, areas to be disturbed, locations of anticipated discharge points and receiving waters is also required to be submitted with the NOI.
- D. If the construction site is near a designated “High Quality/Impaired Waters” or a “Cold Water Aquatic Habitat Waters, Exceptional Waters, Outstanding National/State Resource Waters,” additional items and/or individual permits will be required.
- E. The NOI form requires an SIC code. The link to the SIC codes is <http://www.osha.gov/pls/imis/sicsearch.html>. The following are the typical construction SIC codes utilized:
- 1542 – Building Construction, nonresidential, except industrial and warehouses
  - 1623 – Water Main Construction, Sewer Construction
  - 1629 – Water and Wastewater Treatment Plant Construction
  - 1711 – Water Pump Installation
  - 1781 – Drilling Water Wells
- F. The Contractor is responsible for implementing the approved Stormwater Pollution Prevention Plan (SWPPP) prior to commencement of site disturbance. The SWPPP shall include erosion prevention measures and sediment and pollutant control measures which are installed and maintained to minimize discharges of sediments and other pollutants from a 2-year, 24-hour storm event. The SWPPP shall be kept at the site and available for review by LFUCG and state officials.
- G. The Contractor is responsible for the description of procedures to maintain erosion and sediment control measures during the period of construction.
- H. The Contractor is responsible for identifying each Contractor and Subcontractor who will install each SWPPP erosion and sediment control measure.

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- I. Each Contractor and Subcontractor shall sign a statement certifying the awareness of the requirements of the SWPPP-related documents. Certification is attached at the end of this section.
- J. The Contractor shall not start land disturbing activities until written permit coverage is obtained from the Kentucky Division of Water.
- K. The inspection by qualified personnel, provided by the Contractor, of the site as follows:
  - 1. at least once every seven (7) calendar days, and
  - 2. within 24 hours after any storm event of 0.5 inch or greater
- L. The Contractor is responsible for completing and maintaining the required Self-Inspection Forms. A sample is included in this specification Section.
- M. Amendments to the approved SWPPP shall be made and implemented as necessary through the course of the construction project if inspections or investigations by the Contractor's inspector, site staff, or by local, state, or federal officials determine that the existing sediment control measures, erosion control measures, or other site management practices are ineffective in eliminating or significantly minimizing pollutants in stormwater discharges from the construction site. All plan amendments shall be noted on the copy of the SWPPP maintained at the project site. Plan amendments that involve engineering design shall be prepared by an engineer licensed in Kentucky.
- N. The Contractor shall submit the Notice of Termination (NOT) form to the Kentucky Division of Water, the LFUCG Division of Water Quality, and the LFUCG Division of Engineering when final stabilization has been achieved on all portions of the site and the erosion/sediment controls have been removed.
- O. All subcontractors shall be required to comply with the requirements of the state permit and the Stormwater Pollution Prevention Plan (SWPPP).
- P. Where to submit:
  - 1. Complete KPDES FORM NOI-SW at the following website:  
<https://dep.gateway.ky.gov/eForms/default.aspx?FormID=7>
  - 2. Do not initiate work until receiving approval from the Kentucky Division of Water.
  - 3. A complete copy of the NOI submittal shall also be provided to the following for approval/coverage verification:

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Division of Water Quality  
125 Lisle Industrial Avenue, Suite 180  
Lexington, KY 40511

Division of Engineering  
Lexington-Fayette Urban County Government  
101 E. Vine St.  
4<sup>th</sup> Floor  
Lexington, KY 40507

### **3.25 LFUCG Land Disturbance Permit**

- A. The Contractor shall obtain a Land Disturbance Permit from the LFUCG Division of Engineering, after the LFUCG Division of Water Quality inspects the installation of the best management practices as required by the Stormwater Pollution Prevention Plan (SWPPP). The site grading plan shall show the original and finish grade contours. The grading plan shall be in conformance with the SWPPP and shall clearly show the initial phase of best management practices to be installed.
- B. The Land Disturbance Permit checklist appears on the following page. It can be obtained from:

Division of Engineering  
Lexington-Fayette Urban County Government  
101 E. Vine St.  
4<sup>th</sup> Floor  
Lexington, KY 40507  
(859) 258-3410  
Attn: Land Disturbance Permit Section  
<https://www.lexingtonky.gov/new-development>

- C. All excess earthen/rock materials hauled off the site to a location in Fayette County shall be hauled to a site permitted by the Kentucky Division of Water and the LFUCG. The haul site shall be permitted in accordance with these specifications.



**LFUCG Land Disturbance Permit Application & Erosion and Sediment Control Plan Checklist**

v23Feb2018

Permittee (Owner or Contractor):					Date:
Contact Person:					Contact Phone:
Site Address:					Zone:
Contractor Name:			Reg #:		Contractor Phone:
Mailing Address:					Email:

Permitting Information and ESC Plan Narrative	Yes	No	N/A	Page#	Notes
KY DOW Construction NOI / KYR10 Permit					Required for disturbance $\geq$ 1 acre
US ACE Section 404 Permit					Required for stream crossings, wetland fills
KY DOW Stream Construction Permit / WQ Certif.					Required for stream crossings / encroachment
FEMA LOMR or CLOMR					If applicable
Project description and purpose					Brief summary
Land cover, soils, percent impervious area					Pre and post construction
Land cover / land use of adjacent property					Can designate on plan sheets
Work schedule with start/end dates					Sequencing, clearing, grading, revegetation
Phasing plan for large projects					25 acre limit on total disturbed area
BMP installation schedule					Can be included on plan sheets (see below)
Inspection and BMP maintenance schedule					Every 7 days, or every 14 days and after 1/2" rain
Material storage, waste & litter pollution prevention					Covered, away from drainage system, etc.
Fueling / vehicle maintenance pollution prevention					Conducted away from drainage system, etc.
Spill prevention, control, and countermeasures					If reportable quantities present at the site
Dust control plan					Consider if neighbors are present
Stabilized site exit inspection plan					For keeping offsite pavement clear of soil/debris
Stabilization plan and schedule for site areas					Seed/mulch/etc. within 14 days of inactivity
<b>ESC Plan Site Map and Drawing Detail (See LFUCG Stormwater Manual for BMP Design and Installation Information)</b>					
Plans stamped by a licensed professional					Required for engineered plan components
Location of the project; property lines					Include small locational map; street address
Limits of construction, disturbed area location/size					Flag off "no disturbance" areas
Topography and drainage patterns (pre and post)					1" = 50 ft; 2 ft contours
Buildings, utilities, paved areas, ditches, culverts					Show stormwater inlets within 100 ft of site
Retention ponds, detention basins, sediment traps					Stabilize immediately after construction
Access and haul roads					Consider dust control where neighbors present
Stabilized exit (50 ft #2 rock pad, shaker rack, etc.)					Must drain to a sediment control BMP
Silt fence or etc. at downslope perimeters					Super silt fence along critical areas
Diversion ditches/berms above disturbed areas					Stabilize immediately after construction
Protection for post-construction BMPs					Keep sediment out of post-construction BMPs
Slope stabilization (seed with mulch/blanket/mat)					See Figure 11-1 in Stormwater Manual
Inlet protection measures					Specify type(s) and location(s)
Outlet erosion protection measures					Specify type(s) and location(s)
Ditch stabilization (sod, or seed with blanket/mat)					Stabilize immediately after construction
Sediment basins (> 5 ac) and traps (< 5 ac)					Stabilize immediately after construction
Dewatering sites and methods					Must use sediment controls
50 ft natural vegetated buffer for all critical areas					Applies to streams, wetlands, sinkholes
Stream crossings					Crossing type, detail; USACE 404 permit req'd
Stockpile areas, equipment storage/fueling areas					Keep away from drainage system if possible
Waste and concrete wash water storage/disposal					Show initial area; can be moved as needed
<b>LFUCG Use Only: Review Date:</b>					<b>Status – In Compliance:</b> Yes No <b>Additional Info Needed:</b> Yes No
<b>Reviewed By:</b>					<b>Department:</b> DOE DWQ DES
<b>Comments / Missing Items:</b>					

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## Kentucky Best Management Practices Plan • Construction Site Inspection Report

<b>Company:</b>	<b>Site:</b>	<b>County:</b>
<b>Site Operator:</b>		<b>Date:</b>
<b>Receiving Water:</b>	<b>Total Site Area (acres):</b>	<b># Disturbed Acres:</b>
<b>Inspector Name:</b>	<b>Inspector Qualifications:</b>	
<b>Inspection Type:</b> Weekly or ½ Inch Rain	<b>Days Since Last Rainfall</b> _____	<b># Inches of Last Rainfall:</b> _____

### Field Inspection Observations

BMP Category	Compliance			Field Indicators for Compliance
	Yes	No	N/A	
Project Operations				Notice of Intent (KPDES permit) and other local/state permits on file BMP Plan on site and available for review Project timing/schedule and activities following BMP Plan Weekly inspection and rain-event reports on BMPs available for review Diversions, silt checks/traps/basins, and silt fences/barriers installed prior to clearing Grading and clearing conducted in phases to minimize exposed soil areas No vegetation removal or operations in stream or sinkhole buffer area (25-50 ft min) Rock pad in place on all construction site exits leading to paved roads No sediment, mud, or rock on paved public roads in project area Dust control if needed when working in residential areas during dry conditions
Drainage Management				Upland runoff diverted around bare soil areas with vegetated/lined ditches/berms Drainage channels exiting the site are lined with grass/blanket/rock and stabilized Discharges from dewatering operations cleaned in silt fence enclosure or other filter *No muddy runoff leaving site after rains up to 1½ inches
Erosion Protection				Exposed soil seeded/mulched after 2 weeks if no work is planned for the next 7 days Soils on steep slopes seeded/mulched/blanketed as needed to prevent rutting
Sediment Barriers				Silt fence, rock filter, or other sediment barrier below all bare soil areas on slopes Barrier installed across slope on the contour, trenched in, posts on downhill side Multiple sediment barriers at least 125 ft apart on unseeded slopes steeper than 4:1 J-hook interceptors along silt fence where heavy muddy flows run along fencing No visible undercutting or bypassing or blowout of sediment barrier Accumulated sediment is less than halfway to the top of sediment barrier
Slope Protection				Slopes tracked, disked, or conditioned after final grade is established Slopes seeded, mulched, or blanketed within 21 days, no unmanaged rills or gullying Heavy downslope flows controlled by lined downdrain channels or slope drain pipes No muddy runoff from slopes into streams, rivers, lakes, or wetlands
Inlet Protection				Inlet dam/device or filtration unit placed at all inlets receiving muddy flows No visible undercutting, bypassing, or blowout of inlet protection dam or device Accumulated sediment is less than halfway to the top of the inlet protection dam/device
Outlet Protection				High flow discharges have rock or other flow dissipaters of adequate sizing at outlet Culvert outlets show no visible signs of erosion/scour, bank failure, or collapse
Ditch and Channel Stabilization				No unmanaged channel bank erosion or bottom scouring visible within or below site Ditches with slopes more than 3% have check dams spaced as needed, if not grassed Ditch check dams tied in to banks, with center 4" lower than sides, and no bypassing Ditches with slopes of up to 5% are thickly seeded with grass (minimum requirement) Ditches 5% to 15% are lined with thick grass and erosion control blankets as needed Ditches 15% to 33% are lined with thick grass and matting or other approved product Ditches exceeding 33% are paved or lined with rock or other approved product

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## CONTRACTOR AND SUBCONTRACTOR CERTIFICATIONS

### ***SWPPP Files, Updates, and Amendments***

This SWPPP Plan and related documents (e.g., NOI, inspection reports, US ACE permits, etc.) will be kept on file at the construction site by \_\_\_\_\_ (name and title). The SWPPP will be updated by the Owner and/or Site Manager to reflect any and all significant changes in site conditions, selection of BMPs, the presence of any unlisted potential pollutants on site, or changes in the Site Manager, contractor, subcontractors, or other key information. Updates and amendments will be made in writing within 7 days and will be appended to the original BMP Plan and available for review.

### ***Stormwater Pollution Prevention Plan Certification***

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_

I certify under penalty of law that I understand the terms and conditions of the general KPDES permit that authorizes the storm water discharges associated with the construction site activity identified as part of this certification.

### **Subcontractor Certification**

The subcontractors below certify under penalty of law that they understand the terms and conditions of the general KPDES permit that authorizes the storm water discharges associated with the construction site activity identified as part of this certification.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_

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## SECTION 02371

### STORMWATER POLLUTION PREVENTION PLAN (SWPPP)

#### PART 1 - GENERAL

##### 1.01 GENERAL

- A. The Contract Documents include a preliminary Erosion and Sediment Control (ESC) Plan and a draft SWPPP. This ESC Plan/SWPPP may be used for establishing quantities and a lump sum price for providing the Erosion and Sediment Control Measures.
- B. The Contractor may use this ESC Plan/SWPPP, modified as necessary by the Contractor, to obtain the required permits, e.g., Land Disturbance Permit. If Contractor chooses to use this ESC Plan/SWPPP, the Contractor takes sole responsibility for the content of the ESC Plan/SWPPP and the implementation of the ESC Plan/SWPPP during construction. The Contractor acknowledges that this ESC Plan/SWPPP may not fully address any and all Erosion and Sediment Control Measures needed to comply with state and local requirements during construction, and must be updated by the Contractor as appropriate. The Contractor acknowledges that he/she is responsible for addressing any Notices of Violation of the ESC Plan/SWPPP issued by any regulating authority. The Contractor shall be responsible for paying any fines or civil penalties for failure to comply with the ESC Plan/SWPPP or correcting deficiencies noted in Notice(s) of Violation.
- C. Contractor may also choose to prepare its own ESC Plan/SWPPP and submit it to LFUCG Division of Water Quality for acceptance. No additional payment will be allowed for the ESC Plan/SWPPP development and conformance with said ESC Plan/SWPPP pay item.
- D. Contractor is advised that compliance with LFUCG planning, permitting, and construction requirements does not imply compliance with Kentucky Division of Water requirements, which is also a condition of the Contract.
- E. It is the Contractor's sole responsibility to meet all requirements of the Kentucky General Permit for Stormwater Discharges Associated with Construction Activities (KYR10) and the LFUCG Land Disturbance Permit.
- F. The Contract Documents include a draft SWPPP and a preliminary Erosion and Sediment Control Plan, which shall be used for informational purposes only. The erosion control measures shown on the construction drawings and listed in the specifications herein are given as the minimum erosion control measures. It is the Contractor's sole responsibility to comply with KYR10 and the Land

Stormwater Pollution Prevention Plan

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Disturbance Permit and to adapt the plan as necessary based on sequencing and construction means and methods.

- G. The Contractor shall provide to the Engineer for review and approval a sequenced SWPPP. The sequenced SWPPP must align with the Contractor's construction activities. Erosion control measures in each area must be in place prior to any soil disturbance.
- H. Any Erosion and Sediment Control measures required by Engineer or State and local agency inspections shall be provided by the Contractor at no additional cost to the Owner.
- I. The Contractor shall submit an updated SWPPP and implementation schedule with each pay application for review by the Engineer.

**ESC PLANS INCLUDED IN PROJECT CONSTRUCTION DRAWINGS**

**Stormwater Pollution Prevention Plan  
02371-3**

DWQ Standard Stormwater Specifications

October 4, 2021

**SECTION 02372**

**ESC PERMITTING, INSPECTION, AND ENFORCEMENT PROCEDURES**

- END OF SECTION -

ESC Permitting, Inspection, and Enforcement Procedures

02372-1



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**Permitting, Inspection, and Enforcement Procedures for  
Erosion and Sediment Control on  
Division of Water Quality Capital Construction Projects**

**Lexington-Fayette  
Urban County Government**



May 2021

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**Permitting, Inspection, and Enforcement Procedures  
for Erosion and Sediment Control on Division of Water Quality  
Capital Construction Projects**

**Date of Original Publication:**

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May 2021



This publication was developed by the Tetra Tech / Third Rock Consultants Stormwater Program Management Team under contract to LFUCG for purposes of implementing the stormwater provisions of its Clean Water Act Consent Decree and/or its Kentucky Division of Water (KDOW) Municipal Separate Storm Sewer System (MS4) Permit.

## **Permitting, Inspection, and Enforcement Procedures for Erosion, Sediment, and Stormwater Control on Division of Water Quality Capital Construction Projects**

### DWQ Remedial Measures Plan Projects

**DWQ RMP Program Manager:** Bob Peterson

**DWQ Program Management Consultant:** Hazen and Sawyer

**Construction Contract Administrators (CA):** DWQ Consultants

**Resident Project Representative (RPR):** DWQ Consultants

**ESC Plan Reviewer:** DWQ Stormwater Section – Amad Al-Humadi

**Land Disturbance Permit (LDP) Issuer:** DOE New Development

**Erosion and Sediment Control Compliance Inspector:** RPR

**Accela Data Entry:** DWQ Compliance & Monitoring (C&M) – Kevin Lyne

**Land Disturbance Permit (LDP) Permittee:** Contractor

### DWQ Wastewater Treatment Plant Capital Projects

**DWQ Plant Engineer:** Tiffany Rank

**DWQ Project Manager:** Varies

**Construction Contract Administrators (CA):** Rick Day, Rick Bowman

**Resident Project Representatives (RPR):** Varies

**ESC Plan Reviewer:** DWQ Stormwater Section – Amad Al-Humadi

**Land Disturbance Permit (LDP) Issuer:** DOE New Development

**Erosion and Sediment Control Compliance Inspector:** RPR

**Accela Data Entry:** DWQ Construction Management – Jody Scrivner

**Land Disturbance Permit (LDP) Permittee:** Contractor

### DWQ Stormwater, Water Quality, and Capacity Assurance Capital Projects:

**DWQ Section Managers:** Mark Sanders, Jennifer Carey, or Chris Begley

**DWQ Project Manager:** Varies

**Construction Contract Administrator (CA):** Rick Day

**Resident Project Representatives (RPR):** Rick Day or Bill Warren

**ESC Plan Reviewer:** DWQ Stormwater Section – Rick Day or Amad Al-Humadi

**Land Disturbance Permit (LDP) Issuer:** DOE New Development

**Erosion and Sediment Control Compliance Inspector:** RPR

**Accela Data Entry:** DWQ Construction Management – Jody Scrivner

**Land Disturbance Permit (LDP) Permittee:** Contractor

## Permitting Procedures

1. Contractor shall develop a Stormwater Pollution Prevention Plan / Erosion and Sediment Control Plan (SWPPP/ESC Plan). A SWPPP/ESC Plan template is on the LFUCG website at <https://www.lexingtonky.gov/new-development>. On some projects, the construction contract documents may contain a SWPPP/ESC Plan prepared by LFUCG's consultant for purposes of establishing bid quantities. If the Contractor chooses to use this SWPPP/ESC Plan to obtain the required permits, the Contractor takes sole responsibility for the content of the SWPPP/ESC Plan and the implementation of the plan during construction.
2. Contractor must submit an application for a Land Disturbance Permit to the LFUCG Division of Engineering before beginning project construction. The permit application is available at <https://aca3.accela.com/lexky/>.
3. For projects with a disturbed area of  $\geq 1$  acre, the contractor must submit a Notice of Intent (NOI) to the KY Division of Water (KDOW) and obtain KYR10 Permit coverage before beginning construction of any kind on the site. The NOI can be submitted electronically at <http://dep.ky.gov/formslibrary/Documents/KYR10PermitPage.pdf>.
4. Contractor cannot start project work until they have obtained the LFUCG Land Disturbance Permit and KYR10 Permit coverage (if applicable – see above).
5. Amad Al-Humadi will review the SWPPP/ESC Plan, confirm that the Contractor has obtained KYR10 Permit coverage (if applicable – see above), and authorize the Contractor to install the initial BMPs.
6. Contractor then installs the initial BMPs, prior to project work (general excavation, grading, etc.).
7. Amad Al-Humadi inspects the installation of the initial BMPs and authorizes DOE New Development to issue the Land Disturbance Permit. Contractor then begins the project.

## Contractor Responsibilities

### Contractor shall:

1. Develop a SWPPP/ESC Plan, or review and agree to use the SWPPP/ESC Plan prepared by LFUCG's consultant, or amend it as needed.
2. Attend a pre-construction conference with LFUCG.
3. Post the LFUCG Land Disturbance Permit and KYR10 Permit (if applicable) on the project sign at the site, and keep a copy of the SWPPP/ESC Plan on site and available for review.
4. Follow the SWPPP/ESC Plan; revise and redline it as conditions change on the site.
5. Install and maintain BMPs to prevent sediment from washing into streets, storm sewers, and streams. All runoff from disturbed areas must pass through a BMP before leaving the site.
6. Maintain a 50-foot vegetative buffer strip along perennial and intermittent streams (including impounded streams), wetlands, sinkholes, and inlets.
7. If work must be done within 50 feet of a perennial or intermittent stream, wetland, sinkhole, or inlet, complete work as soon as possible and stabilize the area within 24 hours after completing work.
8. Conduct an ESC inspection at least once every 7 calendar days and within 24 hours after each rainfall of 0.5 inches or greater (or 4 inches of snow or greater).
9. Complete and sign the inspection form after each inspection. Keep the completed inspection forms on site and available for review.
10. Stabilize inactive portions of the site with straw, blanket, seed, or other cover within 14 days of no activity, and provide permanent stabilization within 14 days of reaching final grade.
11. If the project has a KYR10 Permit, file a Notice of Termination with the KY Division of Water and forward to the LFUCG Division of Engineering and LFUCG Division of Water Quality when construction has been completed and the site is stabilized. Final stabilization is defined as follows from KYR10: "All soil disturbing activities at the site have been completed and either of the two following criteria are met – a uniform (e.g., evenly distributed, without large bare areas) perennial vegetative cover with a density of 70 percent of the native background vegetative cover for the area has been established on all unpaved areas and areas not covered by permanent structures, or equivalent stabilization measures (such as the use of riprap, gabions, or geotextiles) have been employed."
12. Respond promptly to Verbal Warnings and Notices of Violation from LFUCG regarding correcting ESC problems.

## Inspection Procedures for the Resident Project Representative

### Weekly Field Inspections

1. Ensure the LFUCG Land Disturbance Permit and KYR10 Permit are posted at the site
2. Ensure SWPPP/ESC Plan is available for review
3. Ensure that the weekly and rain event completed inspection forms are available for review
4. Walk the perimeter of the entire site
5. Note downgradient controls:
  - Inspect ditches and sheet flow areas
  - Silt fences working?
  - Ditches vegetated / stabilized?
  - Significant sediment discharges?
6. Walk around internal disturbed areas
  - Idle for more than 14 days . . . stabilized?
7. Inspect all inlets and ditches
  - Inlets protected, ditches stabilized?
8. Check out material / fuel storage areas
  - Spills? Leaks? Leaching pollutants? Litter / waste managed?
9. Inspect concrete washout(s)
10. Inspect the construction entrance / exit
11. Inspect the 50-foot vegetative buffer strip adjacent to waterways. The buffer strip must be stabilized within 24 hours of any approved construction activity in the buffer strip.
12. Communicate inspection findings to Contractor, note issues that need attention
13. Complete the LFUCG inspection checklist
14. Submit an electronic copy of the completed checklist to the Project Manager and the Accela Data Entry Contact person on page 1.
15. Inspect the site the next working day after a storm event of 0.5 inches or greater. Complete the inspection checklist and submit a copy to the Project Manager

### Important Items for the Permittee / Contractor / RPR to Verify:

- Posted permits, plans, and inspection reports
- Graded / inactive areas stabilized with seed, mulch, blankets, mats, etc.
- Stabilized, non-eroding ditches
- Maintained silt fences and protected curb / drop inlets
- No mud on the street
- Trash and litter managed
- No disturbance in the 50-foot buffer zone adjacent to streams, wetlands, sinkholes, and inlets, unless approved; areas within the 50-foot buffer must be stabilized within 24 hours

## Enforcement Procedures

1. The Contractor will be paid for erosion and sediment control based upon a schedule of values established within the Measurement and Payment section of the specifications (e.g., 25% paid once initial ESCs have been installed and LDP obtained, 50% paid in equal monthly payments for maintenance over the construction period, 25% paid for removal of ESCs and final stabilization). The intent of this provision is to pay the Contractor for ESC maintenance for each month that the BMPs are maintained and functioning properly.
2. The RPR shall follow the attached ***Compliance Assistance Guidance for DWQ Capital Project RPRs*** and implement the **Escalating Enforcement Process** described below.

**Table 1 – ESC Escalating Enforcement Process**

DWQ Capital Project	Escalating Enforcement Process
Remedial Measures Program	The RPR shall escalate the issue to the RMP Program Manager and RMP Program Management Consultant’s Project Manager
Wastewater Treatment Plants Stormwater Section MS4/Water Quality Section Sanitary Sewers Capacity Assurance Program	The RPR shall escalate the issue to the DWQ Section Manager and the DWQ Construction Contract Administrator

3. DWQ will use all available means in the contract to obtain compliance, including:
  - a. withholding payment
  - b. notifying the Contractor that LFUCG intends to initiate the process for declaring that the Contractor is in default of the contract and specifying a deadline for addressing the ESC deficiencies
  - c. initiating the process for calling the ESC Performance Bond
  - d. issuing Notices of Violation (NOVs)
  - e. stopping work

## Compliance Assistance Guidance for DWQ Capital Project RPRs

Observed Condition	Verbal Warning to Correct within 3-5 days (See Note 1)	Verbal Warning to Correct within 24 hours (See Note 1)	Escalate the Issue Immediately in Accordance with Table 1
Construction Entrance to Public Road	Rock pad poorly installed/maintained	Rock pad not installed	
	Small amount of sediment on road	Rock pad completely covered with soil	
Unstabilized Areas	Flat inactive disturbed areas not stabilized in 14 days	Significant amount of sediment on road Ditches not stabilized immediately after construction	
		Disturbed, inactive slopes not stabilized within 14 days	Disturbed, inactive slopes above waterways, wetlands, floodplains, critical areas <sup>2</sup> not stabilized within 24 hours
Inlet Protection	Sediment needs to be removed around inlet protection	Curb inlet protection not in place or improperly installed	Discharge of concrete wash water, chemicals, other pollutants into inlets, streams, wetlands, etc.
Silt Fencing	Does not match SWPPP/ESC Plan but critical areas <sup>2</sup> and roads are protected	Silt fence not installed per plan and critical areas <sup>2</sup> and roads are not protected	
	Does not comply with Stormwater Manual but is functional	Blowouts have occurred with discharge of sediment to critical areas <sup>2</sup>	Large quantities of sediment in critical areas <sup>2</sup>
Soil Stockpiles	Needs maintenance/repair, but is not near an inlet or surface water	Not trenched in, is not functional	
	No perimeter controls, downstream BMPs in place	Silt fence needs repairs in critical areas <sup>2</sup> No perimeter controls, downstream BMPs not in place	
Permit Violations		Permit expired	Site not permitted (No LDP or KDOW NOI)
		Permit not posted or available on site	
		Contact name/phone not posted	
		No self-inspection reports; reports not on site	
		Self-inspection reports not current SWPPP/ESC Plan not on site	
			Unapproved construction activities in 50-foot buffer zone around sinkholes, streams, wetlands, etc. Construction has started, BMPs not installed

1. Escalate the issue in accordance with Table 1 after the 2nd Verbal Warning.
2. Critical areas are areas within 25 feet of a stream, wetland, sinkhole, or inlet.



**SECTION 02376**  
**CRUSHED STONE**

**PART 1 - GENERAL**

**1.01 SUMMARY**

- A. The Contractor shall furnish all labor, equipment, and materials necessary for the installation of the crushed stone in accordance with the Drawings and Specifications.

**1.02 SUBMITTALS**

- A. There are no submittals required for this section.

**PART 2 - PRODUCTS**

**2.01 CRUSHED STONE**

The crushed stone shall meet the following requirements:

- A. Crushed stone shall be clean, hard, durable limestone and meet the Specifications and gradations set forth in Division 800 of the Kentucky Transportation Cabinet *Standard Specifications for Road and Bridge Construction*, latest edition.

**PART 3 - EXECUTION**

**3.01 INSTALLATION**

- A. The crushed stone shall be placed in no greater than 6-inch lifts. Compaction shall be achieved by power equipment. The crushed stone shall be installed to the specified lines, grades, cross sections, and depths shown on the drawings.

- END OF SECTION -

Crushed Stone  
02376-1

**SECTION 02410**  
**ROCK REMOVAL**

**PART 1 - GENERAL**

**1.01 SUMMARY**

- A. The Contractor shall excavate rock, if encountered, as required to perform the required work, and shall dispose of the excavated material, and shall furnish acceptable material for backfill in place of the excavated rock.
- B. In general, rock in pipe trenches shall be excavated so as to be not less than six (6) inches from the pipe after it has been laid.
- C. Use of explosives for rock removal shall not be permitted. Rock shall be excavated by means of rock trencher, or by hoe ram in areas field approved by the Owner.

**1.02 SAFETY**

- A. Conform to all federal, state, and local codes and regulations regarding safety.

**1.03 RELATED SECTIONS**

- A. Section 02315 - Excavation
- B. Section 02316 - Excavating, Backfilling, and Compacting for Utilities

**PART 2 - PRODUCTS**

**2.01 MATERIALS**

- A. Rock Definition  
Solid mineral material that cannot be removed with a power shovel.

**PART 3 - EXECUTION**

**3.01 GENERAL REQUIREMENTS**

- A. Trenching may be accomplished by means of a backhoe, trenching machine or by hand depending on the construction area. At the Contractor's option, trenching by a trenching machine or by backhoe is acceptable except as noted below:
  - 1. Where the pipeline parallels a state highway and is being installed within the limits of the shoulder, a trenching machine must be used whenever

Rock Removal  
02410-1

practicable.

2. Where the pipeline is being constructed close to other utilities, structures, building, or large trees, and it is reasonable to anticipate possible damage from the use of a backhoe, then trenching shall be made by hand methods.

- END OF SECTION -

Rock Removal  
02410-2

## SECTION 02631

### MANHOLES

#### PART 1 - GENERAL

##### 1.01 SUMMARY

The Contractor shall furnish all labor, material, and equipment necessary to construct manholes for storm sewers, including steps, frames, and covers, together with all appurtenances as shown and detailed on the Drawings and specified herein. Manhole materials shall be precast concrete.

##### 1.02 RELATED SECTIONS

- A. Section 02316 - Excavating, Backfilling, and Compacting for Utilities
- B. Section 02632 - Stormwater Pipe
- D. Section 03300 - Cast-in-Place Concrete

##### 1.03 DEFINITIONS

###### A. Standard Manhole

A standard manhole is defined as any manhole that is greater than four (4) feet in depth, as measured from the invert of the manhole base at its center to the top (rim) of the manhole cover.

###### B. Shallow Manhole

A shallow manhole is defined as any manhole that is four (4) feet or less in depth, as measured in the preceding sentence.

###### C. Drop Manhole

A drop manhole is defined as any manhole where an incoming pipe enters at an elevation greater than the base of the manhole.

#### PART 2 - PRODUCTS

##### 2.01 CONCRETE MANHOLES – GENERAL

- A. Manholes shall conform in shape, size, dimensions, materials, and other respects as shown on the Drawings or specified herein.

- B. All concrete manholes shall have precast reinforced concrete developed bases. No other type of base will be allowed. Invert channels shall be factory constructed when the base is made. Sloping invert channels shall be constructed whenever the difference between the inlet and outlet elevation is two (2) feet or less.
- C. The concrete manhole walls (barrels and cones) shall be precast concrete sections. The top of the cone shall be built of reinforced concrete adjustment rings to permit adjustment of the frame to meet the finished surface. Minimum strength of the concrete for the precast sections shall be 4,000 psi at the time of shipment.
- D. For concrete manholes, the inverts of the developed bases shall conform accurately to the size of the adjoining pipes. Side inverts shall be curved and main inverts (where direction changes) shall be laid out in smooth curves of the longest possible radius which is tangent, within the manhole, to the centerlines of adjoining pipelines.
- E. For concrete manholes, the cast iron frames and covers shall be the standard frame and cover as indicated on the Drawings and specified herein.
- F. Manholes shall be manufactured by Old Castle Concrete Products, or approved equal.

## 2.02 PRECAST CONCRETE SECTIONS

- A. Precast concrete sections and appurtenances shall conform to the ASTM Standard Specifications for Precast Reinforced Concrete Manhole Sections, Designation C478, latest revision, with the following exceptions and additional requirements.
- B. The base section shall be monolithic for 4-foot, 5-foot, and 6-foot diameter manholes. Manholes with diameter larger than 6-foot shall have base slab.
- C. The wall sections shall be not less than five (5) inches thick.
- D. Type II cement shall be used except as otherwise permitted.
- E. Joints between sections shall be made watertight through the use of rubber O-ring gaskets or rubber profile gaskets such as Forsheda 138. Gaskets shall conform to the ASTM Standard C-443, latest revision. Rope mastic or butyl mastic sealant will not be allowed except as noted in Article 2.02 F.
- F. Butyl mastic sealant shall be installed between the concrete cone section, any cast iron adjusting sections or rings, and cast iron frame.

## 2.03 CONCRETE MANHOLE - FRAMES AND COVERS

- A. The Contractor shall furnish all cast iron manhole frames and covers conforming to the Drawings or as specified herein.
- B. The castings shall be of good quality, strong, tough, even-grained cast iron, smooth, free from scale, lumps, blisters, sandholes, and defects of every nature which would render them unfit for the service for which they are intended. Contact surfaces of covers and frame seats shall be machined to prevent rocking of covers.
- C. All casting shall be thoroughly cleaned and subject to a careful hammer inspection.
- D. Castings shall be at least Class 25 conforming to the ASTM Standard Specifications for Gray Iron Casting, Designation A48, latest revision.
- E. Unless otherwise specified, manhole covers shall be 22<sup>3</sup>/<sub>4</sub> inches in diameter, weighing not less than 350 pounds per frame and cover. Manhole covers shall set neatly in the rings, with contact edges machined for even bearings and tops flush with ring edge. They shall have sufficient corrugations to prevent slipperiness. The covers shall have two (2) pick holes about 1<sup>1</sup>/<sub>4</sub> inches wide and 1/2 inch deep with 3/8-inch undercut all around. Covers shall not be perforated. Frames and covers shall be J.R. Hoe and Sons, Mc-350, or approved equal.
- F. All covers shall be marked in large letters "STORM SEWER" in the center.

## 2.04 MANHOLE STEPS (CONCRETE MANHOLES)

Manholes steps shall be the polypropylene plastic type reinforced with a 1/2-inch diameter deformed steel rod. The step shall be 10<sup>3</sup>/<sub>4</sub> inches wide and extend 5<sup>3</sup>/<sub>4</sub> inches from the manhole wall. Steps shall line up over the downstream invert of the manhole. The steps shall be embedded into the manhole wall a minimum of 3<sup>3</sup>/<sub>8</sub> inches. Steps shall be uniformly spaced at 12-inch to 16-inch intervals.

## 2.05 DROP CONNECTIONS

Drop connections shall be installed in the drop manholes as shown on the Drawings.

## 2.06 JUNCTION BOXES

Junction boxes shall be manufactured in accordance with referenced standards.

## PART 3 - EXECUTION

### 3.01 FABRICATION - PRECAST SECTIONS

- A. Manhole sections shall contain manhole steps accurately positioned and embedded in the concrete when the section is cast.
- B. Sections shall be cured in an enclosed curing area and shall attain a strength of 4,000 psi prior to shipment.
- C. No more than two (2) lift holes or inserts may be cast or drilled in each section.
- D. Flat slab tops shall have a minimum thickness of 6 inches and reinforcement in accordance with ASTM C478.
- E. The date of manufacture and the name or trademark of the manufacturer shall be clearly marked on the precast sections.
- F. Acceptance of the sections will be on the basis of material tests and inspection of the completed product and test cylinders if requested by the Engineer.
- G. Cones shall be precast sections of similar construction.

### 3.03 ADJUSTING MANHOLE FRAMES AND COVERS TO GRADE

- A. Except where shown on the Drawings, the top of the precast concrete eccentric cone of a standard manhole or the top of the flat slab of a shallow manhole shall terminate four (4) inches below existing grade in an unpaved non-traffic area except in a residential yard and 13 inches below existing grade in a paved or unpaved traffic area and in a residential yard. The remainder of the manhole shall be adjusted to the required grade as described hereinafter in paragraphs B and C of this article.
- B. When a manhole is located in an unpaved non-traffic area other than in a residential yard, the frame and cover shall be adjusted to an elevation three (3) inches to five (5) inches above the existing grade at the center of the cover. If field changes have resulted in the installed manhole invert elevation to be lower than the invert elevation shown on the Drawings, the adjustment to an elevation of three (3) inches to five (5) inches above existing grade shall be accomplished by the use of precast concrete or cast iron adjusting rings. If field changes have resulted in the completed manhole invert to be greater than the invert shown on

the Drawings and the cover higher than five (5) inches above existing grade, then the top of the eccentric cone, when used, or the top of the barrel section, when used, shall be trimmed down so that the manhole cover, after installation, is no greater than five (5) inches above existing grade at the center of the cover. The area around the adjusted frame and cover shall be filled with the required material, sloping it away from the cover at a grade of one (1) inch per foot.

- C. When a manhole is located in a bituminous, concrete, or crushed stone traffic area, or in a residential yard, the frame and cover shall be adjusted to the grade of the surrounding area by the use of precast concrete or cast iron adjusting rings. The adjusted cover shall conform to the elevation and slope of the surrounding area. If field changes have resulted in the installed manhole invert elevation to be so much higher than the invert elevation shown on the Drawings that the top of the eccentric cone, when used, or the top of the flat slab, when used, is less than the thickness of the frame and cover seven (7) inches from the grade of the surrounding area, then the top of the cone or barrel section shall be trimmed down enough to permit the cover, after installation, to conform to the elevation and slope of the surrounding area. After installation, the inside and outside surfaces shall receive a waterproofing bitumastic coating.
  - 1. The Contractor shall coordinate elevations of manhole covers in paved streets with the Owner. If resurfacing of the street in which sewers are laid is expected within twelve (12) months, covers shall be set 1½ inches above the existing pavement surface in anticipation of the resurfacing operations.

### 3.04 ADJUSTING SECTIONS

Only clean adjusting sections shall be used. Each adjusting section shall be laid in a bead of butyl mastic sealant and shall be thoroughly bonded.

### 3.05 SETTING MANHOLE FRAMES AND COVERS

- A. Manhole frames shall be set with the tops conforming to the required elevations set forth hereinbefore. Frames shall be set concentric with the top of the concrete and in a full bead of butyl mastic sealant so that the space between the top of the masonry and the bottom flange of the frame shall be completely watertight.
- B. Manhole covers shall be left in place in the frames on completion of other work at the manholes.

- END OF SECTION -

Manholes  
02631-5



**SECTION 02632**  
**STORMWATER PIPE**

**PART 1 - GENERAL**

**1.01 SUMMARY**

- A. The Contractor shall furnish all labor, material, and equipment necessary to install stormwater piping and appurtenances as shown on the drawings and specified herein.
- B. This section describes several types of pipe which may or may not apply to the current project. Selected pipe materials will be identified either on the drawings or the bid form.

**1.02 RELATED SECTIONS**

- A. Section 02315 - Excavation
- B. Section 02316 - Excavating, Backfilling, and Compacting for Utilities
- C. Section 02631 - Manholes

**1.03 DELIVERY, STORAGE, AND HANDLING**

- A. Pipe and accessories shall be unloaded at the point of delivery, hauled to, and distributed at the site of the project by Contractor in such a manner to avoid damage to the materials. Whether moved by hand, skidways, or hoists, materials shall not be dropped or bumped against pipe or accessories already on the ground or against any other object.
- B. In distributing material at the construction site, each piece shall be unloaded as near the installation point as possible.
- C. Pipe shall be handled in such a manner as to avoid damage to the ends. When such damaged pipe cannot be repaired to the Engineer's satisfaction, it shall be replaced at the Contractor's expense. The interior of all pipe and accessories shall be kept free from dirt and foreign matter at all times. The interior of all pipe and accessories shall be checked for dirt and debris and, if necessary, thoroughly cleaned before use in the project.

Stormwater Pipe  
02632-1

## PART 2 - PRODUCTS

### 2.01 PIPING MATERIALS

#### 1. Reinforced Concrete Pipe (RCP)

Work under this Section shall include all labor, excavation, materials, equipment, bedding, backfilling and legal disposal of unneeded and unsatisfactory material at site obtained by CONTRACTOR in accordance to Lexington-Fayette Urban County Government Standard Drawings, and all incidentals necessary to construct Storm Sewer to the sizes and type indicated. Where the Standard Drawing requires a concrete cap, it shall be constructed according to KDOH Standard Specifications for consolidated, unfinished concrete.

All RCP is Class III unless noted otherwise.

The Contractor shall limit active pipe installation to assure clean up following such work. This Work includes new storm drainage lines and all connections to new and existing manholes, pipes and structures as necessary to maintain drainage flow.

- A. Pipe strength classes shall be at a minimum Class III for each size of pipe unless indicated otherwise in the Drawings. Any pipe found defective, or otherwise not meeting the Specifications shall be rejected and replaced by pipe meeting these Specifications at no additional cost to the Owner.
- B. The Contractor shall furnish three copies of the supplier's certification to the Engineer stating that pipe materials were manufactured, sampled, tested, and inspected in accordance with the standards listed in this Section and have been found to meet those requirements.
- C. Circular reinforced concrete pipe shall meet the requirements of ASTM C76, Standard Specification for Reinforced Concrete Culvert, Storm Drain, and Sewer Pipe. Unless shown otherwise on the Plans or in the Contract Documents, Class III pipe shall be used.
- D. Rubber and plastic joints shall meet the requirements of AASHTO M198, Standard Specification for Joints for Circular Concrete Sewer and Culvert Pipe Using Flexible Watertight Gaskets, for Type A (Rubber Gaskets), Type B (Flexible Plastic Gaskets) gaskets, or Forsheda Rubber Gaskets. Bituminous mastic joint sealing material shall meet the requirements of Kentucky Transportation Cabinet (KYTC) Standard Specifications Section 807.03.04, Joint Sealer for Rigid Pipe, except that asbestos fibers shall not be allowed as filler.
- E. Bedding materials shall be provided as indicated on the Plans and LFUCG's

Stormwater Pipe  
02632-2

Standard Drawings. When crushed stone is required it shall conform to Section 805 of the KYTC Standard Specifications, current edition.

## PART 3 - EXECUTION

### 3.01 LAYING DEPTHS

Installation of CPP shall follow existing LFUCG standard drawing details and requirements. Additional manufacturer guidelines shall be followed if necessary.

The minimum cover shall be 18 inches. Maximum depth for CPP shall be 16 feet. All necessary precautions shall be taken to avoid operating heavy equipment on top of the pipe until the required cover is attained.

All other stormwater pipe shall be laid in accordance with Section 02316 – Excavation, Backfilling, and Compacting for Utilities.

### 3.02 PIPE INSTALLATION

#### Inspection and Handling

- A. All pipe shall be inspected on delivery and pipe sections that do not conform to these Specifications and which are not suitable for use shall be rejected and immediately removed from the work site. Equipment used to handle, lay, and joint pipe shall be so used to prevent damage to the pipe and its jointing materials. All pipe and fittings shall be carefully handled and lowered into the trench. The pipe shall not be rolled, dropped, or thrown into the trench. Damaged pipe or jointing material shall not be installed.

#### Pipe Laying and Jointing

- A. The laying of pipe shall begin at the lowest point and proceed upstream with the bell or groove ends pointing up-stream. When tying into existing pipe, installation may be from upstream down. Prior to making pipe joints, all joint surfaces shall be clean and dry and free from gravel or other extraneous materials. Comply with manufacturer's recommendations for assembly of joints. All necessary lubricants or adhesives shall be used as recommended by the pipe manufacturer. Suitable means shall be used to force the spigot or tongue end of the pipe the proper distance into the bell or groove end without damage to the pipe and its jointing materials and without disturbing previously laid pipe sections. Special care shall be taken to ensure that the pipe is solidly and uniformly cradled or encased in accordance with these Specifications. No section of pipe shall be brought into position for jointing until the preceding section has been bedded and secured in place.

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02632-3

### Line and Grade

- A. Each section of pipe shall be checked for vertical and horizontal alignment immediately after being laid. All adjustments to line and grade must be made by scraping away or filling in under the barrel of the pipe and not by wedging or blocking up any portion of the pipe or striking the pipe in an effort to drive it down.

### Protection of Installed Pipe

- A. As the work progresses, the interior of the pipe shall be protected from and cleaned of all dirt, cement, extruded joint materials, debris, and other extraneous material. Wherever pipe laying is stopped for any significant length of time, such as at the end of a workday, the unfinished end shall be protected from displacement, floatation, cave-in, and in-wash of soil or debris. A suitable temporary tight-fitting plug, stopper or bulkhead shall be placed in the exposed bell or groove end of the pipe.
- B. Water shall not be allowed to rise in the excavation until the joint material and/or concrete cradle or encasement has hardened and cannot be damaged by the water. Particular care shall be used to prevent disturbance or damage to the pipe and the joints during backfilling or at any other time. No walking or working over the pipe, except as necessary for placing and compacting backfill, or operating compaction equipment directly over the pipe shall be allowed until a minimum of 24-inches of cover over the outside top of the pipe has been placed. Mechanical compaction in this zone shall be with manual pneumatic tampers or other hand-operated methods which will not damage the pipe.

## 3.03 JOINT ASSEMBLY

### A. Push-On Joints

Push-on joints are to be assembled as follows:

1. Thoroughly clean the groove and bell socket and insert the gasket, making sure that it faces the proper direction and that it is correctly seated.
2. After cleaning dirt or foreign material from the plain end, apply lubricant in accordance with the pipe manufacturer's recommendations. The lubricant is supplied in sterile cans and every effort should be made to keep it sterile.

3. Be sure that the plain end is beveled; square or sharp edges may damage or dislodge the gasket and cause a leak. When pipe is cut in the field, bevel the plain end with a heavy file or grinder to remove all sharp edges. Push the plain end into the bell of the pipe. Keep the joint straight while pushing. Make deflection after the joint is assembled.
4. Small pipe can be pushed into the bell socket with a long bar. Large pipe requires additional power, such as a jack, lever puller, or backhoe. A timber header should be used between the pipe and jack or backhoe bucket to avoid damage to the pipe.

### 3.04 PIPE CUTTING

Cutting of pipe for the insertion of valves, fittings or closure pieces shall be done in a neat workmanlike manner without creating damage to the pipe, linings, or coatings and in strict accordance to manufacturer's recommendation.

### 3.05 TESTING

- A. After the gravity piping system has been brought to completion, and prior to final inspection, including fine backfill, the Contractor shall rod out the entire system by pushing through each individual line in the system, from manhole to manhole, appropriate tools for the removal from the line of any and all dirt, debris, and trash. If necessary during the process of rodding the system, water shall be turned into the system in such quantities to carry off the dirt, debris, and trash.
- B. Television Inspection
  1. The Contractor shall furnish all necessary labor, materials, equipment, services and incidentals required to visually inspect by means of closed-circuit television (CCTV) all newly installed lines, including, but not limited to, recording and playback equipment, materials and supplies. The inspection shall be performed on one line section (i.e. manhole to manhole) at a time. The section being inspected shall be suitably isolated from the remainder of the system.
  2. The television camera used for line inspection shall be one specifically designed and constructed for such inspection. Lighting for the camera shall be suitable to allow a clear picture for the entire periphery of the pipe. The camera, television monitor and other components of the video system shall be capable of producing a minimum 500-line resolution color video picture. Picture quality and definition shall be to the satisfaction of the Engineer and if unsatisfactory, inspection shall be performed again with the appropriate changes made as designated by the Engineer at no additional cost to the Owner. The television inspection equipment

shall have an accurate footage counter that shall display on the monitor, the exact distance of the camera from the centerline of the starting manhole.

3. The camera shall be moved through the line in either direction at a uniform rate, stopping when necessary to ensure proper documentation of the line's condition but in no case will the television camera be pulled at a speed greater than 30 fpm. Manual winches, power winches, TV cable and powered rewinds or other devices that do not obstruct the camera view or interfere with proper documentation of the conditions shall be used to move the camera through the line. If, during the inspection operation, the television camera will not pass through the entire line section, the equipment shall be removed and repositioned in a manner so that the inspection can be performed from the opposite manhole. All set-up costs for the inspection shall be included in the prices bid. If, again, the camera fails to pass through the entire section, the Contractor shall perform point repairs as required, remove or cut protruding connections, or re-clean or further remove blockage at no additional cost to the Owner.
4. Whenever non-remote powered and controlled winches are used to pull the television camera through the line, telephones, radios, or other suitable means of communication shall be set up between the two manholes of the line being inspected to ensure that good communications exist between members of the crew.
5. Measurement for location of defects shall be above ground by means of a meter device. Marking on cable, or the like, which would require interpolation for depth of manhole, shall not be allowed. Measurement meters shall be accurate to two-tenths of a foot over the length of the line section being inspected. Accuracy of the measurement meters shall be checked daily by use of a walking meter, roll-a-tape, or other suitable device, and the accuracy shall be satisfactory to the Owner's representative.
6. The camera height shall be adjusted such that the camera lens is always centered (1/2 I.D. or higher) in the pipe being televised. Flow shall be controlled such that depth of flow shall not exceed 20% of pipe's diameter.
7. Lighting system shall be adequate for quality pictures.
8. Television inspection logs and printed location records shall be kept which shall clearly show the location, in relation to adjacent manholes, of each defect. In addition, other data of significance including the locations of joints, unusual conditions, roots, storm connections, cracked or collapsed sections, presence of scale and corrosion, line sections that the camera failed to pass through and reasons for the failure and other discernible features shall be recorded and annotated using the Pipeline Assessment Certification Program (PACP) system and a copy of such records shall be supplied to both the Owner and the Engineer.

Stormwater Pipe  
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9. Video recordings shall be made of the television inspections and copies of the recordings and printed inspection logs shall be supplied to the Owner and Engineer.

#### 10. Digital Recordings

- a. The purpose of digital recording shall be to supply a visual and audio record of areas of interests of the pipe segments that may be replayed by the Owner. Digital recording playback shall be at the same speed that it was recorded and shall be made in color. The Contractor shall be required to have all digital media and necessary playback equipment readily accessible for review by the Owner/Engineer during the project.
- b. The Contractor shall perform CCTV inspection of each newly installed pipe segment (manhole to manhole). Each test shall be witnessed by the Engineer and/or Owner.
- c. The Contractor shall record each CCTV inspection on a DVD and submit such recordings to the Engineer as a prerequisite for Partial Utilization/Substantial Completion.
- d. CCTV inspections shall be performed after all backfill has been placed and final grades have been established (if in a paved area, prior to placement of asphalt or concrete pavement), and after all manhole and pipe testing has been performed and approved by the Engineer.
- e. CCTV inspections shall be performed by a PACP certified and trained person.
- f. Inspections shall include narration that notes the location and type of defects, if any.
- g. At the completion of the project, the Contractor shall furnish all of the original digital recordings to the Owner. Each disc shall be labeled as to its contents. Labels shall include the disc number, date televised, segment reach designation, street location, and manhole numbers on the disc. The Contractor shall keep a copy of the discs for 30 days after the final payment for the project, at which time the discs may be erased at the Contractor's option.

#### C. Deflection Testing

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02632-7

1. Mandrel testing shall be required for all newly installed lines. The Contractor shall be responsible for providing all necessary equipment, materials, accessories, and labor to perform the test.
2. The testing shall be conducted in accordance with KYTC Kentucky Manual (KM) 64.114-14.
3. The testing shall be conducted 30 days after backfill has been placed and final grades achieved. (If in a paved area, prior to placement of asphalt or concrete pavement.)
4. The line shall be replaced, including all testing, at no additional cost to the Owner if the deflection is greater than 7.5%.
5. Allowable deflections on any axis are presented in the table below.

Base Pipe Diameter	AASHTO Nominal Diameter	Max Deflection Limit
(inches)	(inches)	7.5% (inches)
15	14.76	13.65
18	17.72	16.39
24	23.62	21.85
30	29.53	27.32
36	35.43	32.77

- D. The Contractor shall furnish suitable test plugs, equipment, and appurtenances, and all labor required to properly conduct the tests. Suitable bulkheads shall be installed, as required, to permit the test of the line. The Contractor shall construct weirs or other means of measurements as may be necessary.
- E. Should the sections under any test fail to meet the requirements, the Contractor shall do all work of locating and repairing the lines and retesting as the Engineer may require without additional compensation.
- F. If, in the judgment of the Engineer, it is impracticable to follow the foregoing procedures for any reason, modifications in the procedures shall be made as required and as acceptable to the Engineer, but in any event, the Contractor shall be responsible for the ultimate tightness of the line within the above test requirements.

- END OF SECTION -

Stormwater Pipe  
02632-8



## SECTION 02950

### SITE RESTORATION

#### PART 1 - GENERAL

##### 1.01 CLEAN-UP

- A. Upon completion of the installation of the structures, equipment, and appurtenances, the Contractor shall remove all debris and surplus construction materials resulting from his work. The Contractor shall grade the ground along each side of the pipe trench and/or structure in a uniform and neat manner leaving the construction area in a shape as near as possible to the original ground line.

#### PART 2 - PRODUCTS

##### 2.01 SEEDING

- A. All graded areas shall be seeded or sod as specified in Section 02920.

#### PART 3 - EXECUTION

##### 3.01 SITE RESTORATION

- A. After installation of lines, the construction site will be restored to its original condition or better. All paved streets, roads, sidewalks, curbs, etc. removed or disturbed during construction shall be replaced, and all materials and workmanship shall conform to standard practices and specifications of the Owner and/or to the Kentucky Transportation Cabinet requirements and specifications, whichever applies. Gravel, cinder or dirt streets, drives and shoulders shall be replaced and sufficiently compacted to provide a surface suitable for carrying the type of traffic normally imposed at that location.
- B. All seeded areas shall be watered daily during the germination period, unless rain supplies the required moisture. The Contractor shall replace, at his own expense, trees, shrubs, etc. disturbed during construction.
- C. The Contractor shall remove from the site all equipment, unused materials, and other items at his expense. The construction site shall be left in a neat, orderly condition, clear of all unsightly items, before the Work is finally accepted.

- END OF SECTION -

Site Restoration  
02950-1

## SECTION 03150

### EXPANSION AND CONTRACTION JOINTS

#### PART 1 - GENERAL

##### 1.01 WORK INCLUDED

- A. Forming integral contraction and control joints in concrete.
- B. Visually concealing expansion joints in concrete.

##### 1.02 RELATED SECTIONS

- A. Section 03300 – Cast-in-Place Concrete

#### PART 2 - PRODUCTS

##### 2.01 INTEGRAL JOINT MATERIAL

- A. Waterstop for Construction and Control Joints: Unless otherwise shown, waterstops shall be 6" wide, 3/16" minimum thickness, flat-ribbed; dumbbell; or multi-ribbed polyvinyl chloride (PVC), in accordance with Corps of Engineers Specifications CRD-C-572, latest revision, manufactured by Vinylex Corp, W. R. Grace Company, Greenstreak, or equal. Split-ribbed waterstops may be used where appropriate.
- B. Waterstop for Expansion Joints: Unless otherwise shown, waterstops shall be 9" wide, 1/4" minimum thickness, ribbed with center bulb polyvinyl chloride (PVC) in accordance with Corps of Engineers Specifications CRD-C-572, latest revision as manufactured by Vinylex Corp, W. R. Grace Company, Greenstreak, or equal.
- C. Self Expanding Waterstops:
  - 1. Where indicated on the drawings the CONTRACTOR shall install a self-expanding waterstop impregnated with sodium bentonite similar to Volclay Waterstop-RX. The manufacturer's recommended installation procedures shall be followed.
  - 2. Self Expanding Waterstops shall not be used at expansion joints.
- D. Joint Filler: ANSI/ASTM D994, bituminous impregnated fiberboard; closed cell polyethylene; self-expanding cork; of the sizes detailed and in the locations indicated on the Drawings. Bituminous impregnated fiberboard shall

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not be used to fill joints in liquid retaining structures. Where the application requires cementing the joint filler into place, a pressure sensitive adhesive shall be used in accordance with the recommendation of the filler manufacturer.

## PART 3 - EXECUTION

### 3.01 INSTALLATION

- A. Locate and form expansion joints.
- B. Locate and saw cut or placed preformed control joints.
- C. Waterstops shall be provided at all joints where indicated on the drawings. Waterstops shall also be provided in all joints, of water containment and subterranean structures. Install waterstops continuous without displacing reinforcement. All joints between adjacent continuing and intersecting sections of waterstop including butt joints, tee joints, and other angled joints shall be heat fused to form a watertight seal. Waterstops shall not be overlapped. Waterstops shall be securely wired in place to maintain proper positioning during placement of concrete.
- D. Place formed construction joints in slabs or walls as detailed on the Drawings or as directed by ENGINEER. Set top screed to required elevations. Secure to resist movement of wet concrete.
- E. Install joint fillers and sealants in accordance with manufacturer's instructions. Use primers of the type recommended by the manufacturer of the joint filler and sealant.

- END OF SECTION -

**SECTION 03210**  
**REINFORCING STEEL**

**PART 1 – GENERAL**

**1.01 WORK INCLUDED**

- A. Reinforcing steel.
- B. Shop Drawings.

**1.02 RELATED SECTIONS**

- A. Section 03150 - Expansion and Contraction Joints
- B. Section 03300 – Cast-in-Place Concrete

**1.03 REFERENCES**

- A. ASTM A-615 - Deformed and Plain Billet - Steel Bars for Concrete Reinforcement.
- B. ACI 315 - Details and Detailing of Concrete Reinforcement.
- C. ACI 315R - Manual of Engineering and Placing Drawings for Reinforced Concrete Structures.
- D. ASTM A-185 - Welded Steel Wire Fabric For Concrete Reinforcement.
- E. ACI 301- Specifications For Structural Concrete
- F. ACI 318 - Building Code Requirements for Reinforced Concrete.
- G. ACI 117 - Standard Specifications for Tolerances for Concrete Construction and Materials.

**1.04 SUBMITTALS**

Shop Drawings: The CONTRACTOR shall submit a complete set of shop drawings including schedules and bending drawings for all reinforcement used in the work in accordance with ACI 315, and ACI 315R. Review of drawings by the CONTRACTOR and the ENGINEER is required before shipment can be made.

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## PART 2 - PRODUCTS

### 2.01 MATERIALS

- A. The minimum yield strength of the reinforcement shall be 60,000 pounds per square inch. All steel bar reinforcement shall conform to the requirements of ASTM A-615, A-616, or A-617. All bar reinforcement shall be deformed.
- B. Smooth dowels shall be plain steel bars conforming to ASTM A-615, Grade 40.
- C. Welded wire fabric shall conform to ASTM 185, welded steel wire fabric for concrete reinforcement.
- D. Reinforcement supports and other accessories in contact with the forms for members which will be exposed to view in the finished work shall have approved high density polyethylene tips so that the metal portion shall be at least one quarter of an inch from the form or surface. Clearance supports for reinforcement, when in contact with the ground or stone fill, shall be precast concrete blocks.

### 2.02 FABRICATION

- A. Reinforcement shall be cold bent. It shall be bent accurately to the dimensions and shapes shown on the plans and to within tolerances specified in the CRSI Manual of Standard Practice.
- B. Reinforcement shall be shipped with other bars of the same size and shape, fastened securely with wire and with metal identification tags using size and mark.

## PART 3 - EXECUTION

### 3.01 PLACING AND FASTENING

- A. Before being placed in position, all steel reinforcement shall be cleaned of loose mill and rust scale, oil, dirt and other coatings that deter the development of proper bond with the concrete.
- B. Steel Reinforcement shall be accurately placed in positions shown on the drawings and firmly held in place during placement, curing, and hardening of concrete by using annealed wire ties. Steel Bars shall be securely tied as required to prevent displacement under foot traffic and during casting operations, and shall be placed within tolerances allowed in ACI 117.

- C. Steel bar clearance from the forms shall be maintained by means of stays, concrete blocks, plastic chairs, ties, hangers or other approved supports. (See paragraph 2.01 D) Fabric reinforcement shall be supplied as flat sheets.
- D. Before any concrete is placed, the ENGINEER or appointed representative shall have inspected the placing of the steel reinforcement and given permission to deposit the concrete. Concrete placed in violation of this provision will be rejected and thereupon shall be removed.
- E. Unless otherwise specified, reinforcement shall be furnished in the full lengths indicated on the plans. Splicing of bars, except where shown on the plans, will not be permitted without the approval of the ENGINEER. Where splices are made, they shall be staggered insofar as possible.
- F. Wire mesh reinforcement shall be continuous between expansion joints. Laps shall be at least one full mesh plus 2", staggered to avoid continuous lap in either direction and securely wired or clipped with standard clips.
- G. Dowels shall be installed at right angles to construction joints and expansion joints. Dowels shall be accurately aligned parallel to the finished surface, and shall be rigidly held in place and supported during placing of the concrete. One end of dowels shall be oiled or greased or be coated with high density polyethylene with a minimum thickness of 14 mils.

- END OF SECTION -

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## SECTION 03300

### CAST-IN-PLACE CONCRETE

#### PART 1 – GENERAL

##### 1.01 DESCRIPTION OF WORK

- A. Provide all labor, material, equipment, and services to complete all cast-in-place concrete work stipulated by the project, shown on the Drawings, or as herein specified. Generally, the work is to include, but not limited to, the following:
1. Entire concrete work shown on the contract Drawings.
  2. Steel reinforcement including welded wire fabric.
  3. Exterior concrete pavements, walks, and concrete curbs.
  4. Concrete accessories.
  5. Openings, pockets, chases, blockouts required, or as shown on the Drawings.
  6. Forming, finishing, curing, and patching.
  7. Construction, control joints, and expansion joints.
  8. Granular base course under all exterior pavements as indicated.
  9. Sealing of construction joints, exterior concrete pavements, and walks.
  10. Non-shrink grout, grout, and patching mortar.
- B. All work shall be performed to provide monolithic concrete having the required compressive strength, durability, weather resistance, and watertight basins without any structural defects such as, but not limited to, planes of weakness, pronounced honeycombs, voids, air pockets or temperature cracks.

##### 1.02 REFERENCES (Latest Editions)

- A. ACI 211.1- Recommended Practice for Selecting Proportions for Normal and Heavyweight Concrete
- B. ACI 301 – Standard Specifications for Structural Concrete
- C. ACI 302 – Guide for Concrete Floor and Slab Construction
- D. ACI 304 – Recommended Practice for Measuring, Mixing, Transporting, and Placing Concrete

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- E. ACI 305R – Hot Weather Concreting
- F. ACI 306R – Cold Weather Concreting
- G. ACI 308 – Standard Practice for Curing Concrete
- H. ACI 311 – Recommended Practice for Concrete Inspection
- I. ACI 315 – Details and Detailing of Concrete Reinforcement
- J. ACI 318 – Building Code Requirements for Reinforced Concrete
- K. ACI 350R – Environmental Engineering Concrete Structures
- L. ASTM C33 – Concrete Aggregates
- M. ASTM C94 - Ready-Mixed Concrete
- N. ASTM C150 - Portland Cement
- O. ASTM C260 - Air Entraining Admixtures for Concrete
- P. ASTM C494 - Chemical Admixtures for Concrete
- Q. ASTM C618 - Fly Ash and Raw or Calcinated Natural Pozzolan for Use as a Mineral Admixture in Portland Cement Concrete
- R. ASTM C948 - Test Method for Dry and Wet Bulk Density, Water Absorption and Apparent Porosity of Thin Sections of Glass-Fiber-Reinforced Concrete
- S. ASTM D994 - Preformed Expansion Joint Filler for Concrete (Bituminous Type)
- T. ASTM D1190 - Concrete Joint Sealer, Hot-Poured Elastic Type
- U. ASTM D1751 - Preformed Expansion Joint Fillers for Concrete Paving and Structural Construction (Non-extruding and Resilient Bituminous Types)
- V. ASTM D1752 - Preformed Sponge Rubber and Cork Expansion Joint Fillers for Concrete Paving and Structural Construction
- W. ASTM E1155 – Test Method for Determining  $F_F$  Floor Flatness and  $F_L$  Floor Levelness Numbers

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### 1.03 SUBMITTALS

#### A. Product Data

For each manufactured material and product utilized under this section including, but not limited to, aggregates, admixtures, method of adding admixtures, materials and method of curing, method of developing bond at joints, joint materials, waterstops, and vapor barriers.

#### B. Design Mixes

For each concrete mix indicated.

#### C. Shop Drawings

Include details of steel reinforcement placement including material, grade, steel bar schedules, stirrup spacing, bent bar diagrams, arrangement, and supports. Shop drawings to include the proposed construction and control joint locations.

#### D. Material Certificates

#### E. Testing agency to perform service required in ACI 301.

#### F. Laboratory tests on concrete.

#### G. If ready-mixed concrete is used, provide the following:

1. Physical capacity of mixing plant.
2. Trucking facilities available.
3. Estimated average amount which can be produced and delivered to the site during a normal 8-hour day excluding the output to other customers.
4. Delivery Tickets: Furnish to Engineer copies of all delivery tickets for each load of concrete delivered to the site. Provide items of information as specified in ASTM C 94.

### 1.04 QUALITY ASSURANCE

#### A. Manufacturer Qualifications

A firm experienced in manufacturing ready-mixed concrete products complying with ASTM C 94 requirements for production facilities and equipment.

- B. Comply with ACI 301, “Specifications for Structural Concrete”; including the following unless modified by the requirements of the Contract Documents.
  - 1. General requirements including submittals, quality assurance, acceptance of structure, and protection of in-place concrete.
  - 2. Formwork and form accessories.
  - 3. Steel reinforcement and supports.
  - 4. Concrete mixtures.
  - 5. Handling, placing, and constructing concrete.
- C. Conform to ACI 305R when pouring concrete during hot weather.
- D. Conform to ACI 306R when pouring concrete during cold weather.
- E. Acquire cement and aggregate from same source for all work.
- F. Preinstallation Conference
  - Conduct conference at project site.

## PART 2 – PRODUCTS

### 2.01 MATERIALS

- A. Formwork
  - Furnish formwork and form accessories according to ACI 301.
- B. Steel Reinforcement
  - 1. Reinforcing Bars: ASTM A 615, Grade 60, deformed.
  - 2. Plain-Steel Tie Wire: ASTM A 82, as drawn.
  - 3. Plain-Steel Welded Wire Fabric: ASTM A 185, fabricated from as-drawn steel wire into flat sheets.
  - 4. Supports for Reinforcement: Bolsters, chairs, spacers, and other devices for spacing, supporting, and fastening reinforcing bars and welded wire fabric in place. Use wire-bar-type supports complying with CRSI specifications.
    - a. For slabs-on-grade, use supports with sand plates or horizontal runners where base material will not support chair legs.
    - b. For exposed-to-view concrete surfaces where legs of support are in contact with forms, provide supports with legs that are

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protected by plastic (CRSI, Class 1) or stainless steel (CRSI, Class 2).

C. Concrete Materials

1. Portland Cement: ASTM C 150, Type I or II. Air-entrained Portland cements shall not be utilized.
2. Normal-Weight Aggregate: ASTM C 33, uniformly graded, not exceeding 1½-inch nominal size for foundation mats, and not exceeding ¾-inch for others.
3. Water: Complying with ASTM C 94.

D. Admixtures

1. Air-Entraining Admixture: ASTM C 260.
2. Water-Reducing Admixture: ASTM C 494, Type A.
3. High-Range, Water-Reducing Admixture (Superplasticizers): ASTM C 494, Type F.
4. Water-Reducing and Accelerating Admixture: ASTM C 494, Type E.
5. Water-Reducing and Retarding Admixture: ASTM C 494, Type D.
6. Fly Ash: ASTM C 618, Type F.
7. General
  - a. Submit method of adding mixtures.
  - b. All admixtures shall be approved by the cement manufacturer.
  - c. Use water-reducing admixture or high-range water-reducing admixture (superplasticizers), (ASTM C 494, type F) in concrete, as required, for placement and workability.
  - d. Use accelerating admixture in concrete slabs placed at ambient temperatures below 50°F.
  - e. Use high-range water-reducing admixture in pumped concrete, architectural concrete, and concrete required to be watertight, and concrete with water-cement ratios below 0.50.
  - f. Use air-entraining admixture in exterior exposed concrete unless otherwise indicated. Add air-entraining admixture at manufacturer's prescribed rate to result in concrete at point of placement having total air content with a tolerance of plus or minimum 1.5 percent within the following limits:

- (1) Concrete structures and concrete slabs exposed to freezing and thawing; deicers, chemicals, or hydraulic pressure:
    - (1a) 4.5 percent (moderate exposure); 5.5 percent (severe exposure) for 1½-inch maximum aggregate.
    - (1b) 4.5 percent (moderate exposure); 6.0 percent (severe exposure) for 1-inch maximum aggregate.
    - (1c) 5.0 percent (moderate exposure); 6.0 percent (severe exposure) for ¾-inch maximum aggregate.
    - (1d) 5.5 percent (moderate exposure); 7.0 percent (severe exposure) for ½-inch maximum aggregate.
  - (2) Other concrete not exposed to freezing, thawing, or hydraulic pressure, or to receive a surface hardener:

2 - 4 percent.
  - (3) Air content of trowel-finished interior concrete floor shall not exceed 3.0 percent.
- g. Use admixtures for water reduction and set accelerating agent or retarding agent in strict compliance with manufacturer's directions.

E. Form Materials

1. Forms for Exposed Finish Concrete

Plywood, metal, metal framed plywood faced, or other acceptable panel-type materials, to provide continuous, straight, smooth, exposed surfaces. Furnish in largest practicable sizes to minimize number of joints and to conform to joint system shown on Drawings.
2. Forms for Unexposed Finish Concrete

Plywood, lumber, metal, or other acceptable material. Provide lumber dressed on at least two edges and one side for tight fit.
3. Form Coatings

Provide commercial formulation form-coating compounds with a maximum VOC of 350 mg/L that will not bond with, stain, or adversely affect concrete surfaces, and will not impair subsequent treatments of concrete surfaces.
4. Form Ties

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Factory-fabricated, adjustable length, removable, or snap-off metal form ties, designed to prevent form deflection and to prevent spalling concrete upon removal. Provide units that will leave no metal closer than 1½ inches to exposed surface.

F. Vapor Retarder

1. Multi-ply reinforced polyethylene sheet, ASTM E 1745, Class C, not less than 7.8 mils thick.
2. Fine-Graded Granular Material: Clean mixture of crushed stone, crushed gravel, and manufactured or natural sand; ASTM D 448, Size 10, with 100 percent passing a No. 4 sieve and 10 to 30 percent passing a No. 100 sieve; complying with deleterious substance limits of ASTM C 33 for fine aggregates.

G. Joint Filler Strip

ASTM D 1752; closed cell polyvinyl chloride or molded vinyl foam, resiliency recovery of 95 percent if not compressed more than 50 percent of original thickness. Asphalt impregnated fiberboard (ASTM D 1751) may be used with Engineer's approval.

H. Curing Materials

General curing and sealing compounds shall be clear such that the finished work maintain the concrete gray color without any noticeable discoloring.

1. Evaporation Retarder: Waterborne, monomolecular film forming, manufactured for application to fresh concrete.
2. Absorptive Cover: AASHTO M 182, Class 2, burlap cloth made from jute or kenaf.
3. Moisture-Retaining Cover: ASTM C 171, polyethylene film or white burlap-polyethylene sheet.
4. Clear, Waterborne, Membrane-Forming Curing Compound: ASTM C 209, Type 1, Class B, manufactured by Sonneborn, W.R. Meadow, The Euclid Chemical Company, or equal.
5. Clear, Waterborne, Membrane-Forming Curing and Sealing Compound (Non-Yellowing): ASTM C 1315, Type 1- Class A, for concrete floors, manufactured by Sonneborn, W.R. Meadow, The Euclid Chemical Company, or equal.

I. Concrete Construction Joint Sealants

Two-component, non-sag, polyurethane base, elastomeric sealants shall be utilized at all construction joints. Sealants shall perform properly under water

submersion with no adverse chemical reactions. Joint sealants shall be Sikaflex-2C NS, manufactured by Sika Corporation, or equal. Primer shall be utilized where the joints are subjected to water submersion after cure, and other locations as instructed by the manufacturer. Installation shall be in accordance with manufacturer's instructions.

J. Self-Leveling Floor, Deck, and Sidewalk Joint sealant

1. One-part self-leveling polyurethane sealant for concrete floors, decks, sidewalks, and other horizontal contraction and expansion joints shall be Sonolastic SL1, complying with Federal Specification TT-S-0023oC, Type 1, Class A and ASTM C 920. Sealant shall be manufactured by Sonneborn or W.R. Grace Company or equal.
2. Sealant color shall be limestone or gray as selected by the Engineer unless otherwise required.

K. Joint Sealants and Backing for Sealant

1. For sealing vertical exposed faces of joint fillers, use Sonneborn-Contech Sonolastic NP1 or NP2 (one or two component urethane) or equivalent W.R. Grace Co. products, or equal. For water immersion, prime with Sonneborn-Contech Primer No.733 for concrete and masonry or Primer No. 758 for glass and metals or as required by manufacturers of equivalent acceptable sealants.
2. For sealing horizontal exposed faces of joint fillers, use Sonneborn-Contech Sonolastic SL1, one-part, self-leveling compound, polyurethane sealant with Primer No. 733 or equivalent W.R. Grace Co. products, or equal.
3. Where additional sealant backing is needed to control the depth of sealant in relation to joint width, use Sonneborn-Contech Sonoflex "F" type foam expansion joint filler or Sonofoam Backer Rod (closed cell polyethylene foam) or equivalent W.R. Grace Co. products or equal.

L. Epoxy Bonding Agent

1. Provide an epoxy-resin bonding agent, two component, polysulfide type.
2. Product and Manufacturer - provide one of the following:
  - a. Sikadur Hi-Mod LPL by Sika Corporation.
  - b. Eucopoly LPL by the Euclid Chemical Company, or equal.

M. Patching Mortar

Use free flowing, polymer modified cementitious mortar, "Euco Thin Coat, Concrete Coat" (horizontal repairs), "verticoat" (vertical and overhead repairs) by the Euclid Chemical Company or "Sikatop 121 or 122" (horizontal repairs), "Sikatop 123" (vertical and overhead repairs) by Sika Corp.

N. Waterstop for Construction Control Joints

1. Unless otherwise shown, waterstops shall be four (4) inches wide, 3/16-inch minimum thickness, virgin polyvinyl chloride, in accordance with Corps of Engineers Specifications CRD-C-572, latest revision, as manufactured by Greenstreak, Inc., or equal. Where joint movements are desired, as shown on the Drawings, ribbed type with center bulb shall be utilized.
2. Waterstops shall be furnished in maximum full lengths available to reduce the number of joints to the minimum.
3. Provide factory fabrications for all intersections, transitions, and changes of direction, leaving only straight butt joint splices for the field.

O. Construction Joint Devices

Integral galvanized steel, formed to tongue and groove profile, with removable top strip exposing sealant trough, knockout holes spaced at six (6) inches, ribbed steel spikes with tongue to fit top screed edge.

P. Non-Shrink Grout

Premixed compound consisting of non-metallic aggregate, cement, water-reducing and plasticizing agents; capable of developing minimum compressive strength of 2,400 psi in 48 hours and 7,000 psi in 28 days.

Q. Chemical Adhesive and Expansion Anchors

Chemical adhesive and expansion anchors shall be manufactured by Hilt, Corporation, and installed per manufacturer's instructions.

## 2.02 CONCRETE PROPORTIONING AND DESIGNING MIXES

- A. Comply with ACI 301 requirements for concrete mix design unless otherwise specified herein.
- B. Prepare the mix design for each type and strength of concrete by either laboratory trial batch or field experience methods as specified in ACI 301. For the trial batch method, use an independent testing agency acceptable to Engineer for preparing and reporting proposed mix design.

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1. Do not use the same laboratory testing agency for field quality control testing.
  2. Limit use of fly ash not to exceed 20 percent of cement content by weight.
- C. Submit written reports to the Engineer for each proposed mix and class of concrete at least 15 days prior to start of work. Do not begin concrete production until proposed mix designs have been reviewed by Engineer.
- D. Design mixes to provide normal weight concrete with the following properties as indicated on drawings and schedules:
1. 4000 psi, 28-day compressive strength; water-cement ratio, 0.44 maximum (non air-entrained), 0.35 maximum (air-entrained).
  2. 3500 psi, 28-day compressive strength; water-cement ratio, 0.58 maximum (non air-entrained), 0.46 maximum (air-entrained).
- E. Water-Cement Ratio
- Provide concrete for following conditions with maximum water-cement (W/C) ratios as follows:
1. Subjected to freezing and thawing: W/C 0.45.
  2. Subjected to de-icers/watertight: W/C 0.40.
  3. Subjected to brackish water, salt spray, or de-icers: W/C 0.40.
- F. Slump Limits
- Proportion and design mixes to result in concrete slump at point of placement as follows:
1. Ramps, slabs, and sloping surfaces: Not more than three (3) inches.
  2. Reinforced foundation system: Not less than one (1) inch and not more than three (3) inches.
  3. Concrete containing high-range water-reducing admixture (superplasticizer): Not more than eight (8) inches after adding admixture to site-verified 2- to 3-inch slump concrete.
  4. All other concrete type: Not more than four (4) inches.



G. Adjustment to Concrete Mixes

Mix design adjustments may be requested by Contractor when characteristics of materials, job conditions, weather condition, test results, or other circumstances warrant, as accepted by Engineer. Laboratory test data for revised mix design and strength results must be submitted to and accepted by Engineer before using in work.

H. Ready-Mixed Concrete (Comply with ASTM C 94)

When air temperature is between 85 and 95°F, reduce the mixing and delivery time from 1½ hours to 75 minutes; when air temperature is above 90°F, reduce the mixing and delivery time to 60 minutes.

I. Provide a ticket for each batch to be discharged and used on the project site, indicating; project identification name and number, date, mix type, mix time, quantity, and amount of water added. Record approximate location of final deposit in structure.

## PART 3 – EXECUTION

### 3.01 INSTALLATION, GENERAL

A. Examination

1. Verify site conditions.
2. Verify requirements for concrete cover over reinforcement. Where not shown, use minimum as specified in ACI 318 and ACI 315 or whichever is deeper.
3. Verify that anchors, plates, reinforcements, and other items to be cast into concrete are accurately placed, positioned securely, and will not cause hardship in placing concrete.

B. Formwork

Design, construct, erect, shore, brace, and maintain formwork according to ACI 301.

C. Vapor Retarder

1. Install, protect, and repair vapor retarder sheets according to ASTM E 1643. Place sheets in position with longest dimensional parallel with direction of pour.
2. Lap joints six (6) inches and seal with manufacturer's recommended tape.

3. Cover vapor retarder with fine-graded granular material, moisten, and compact with mechanical equipment to elevation tolerances of plus 0 inch or minimum 3/4-inch.

D. Steel Reinforcement

1. Comply with ACI 315 and CRSI's "Manual of Standard Practice" for fabricating, placing, and supporting reinforcement.
2. Do not cut or puncture vapor retarder. Repair damage and reseal vapor retarder before placing concrete.

E. Joints

1. Construct joints true to line with faces perpendicular to surface plane of concrete.
2. Construction Joints: Locate and install so as not to impair strength or appearance of concrete at locations indicated on the reviewed shop drawings. Any deviation from the shop drawings shall be approved by Engineer.
3. Isolation Joints: Install joint-filler strips at junctions with slabs-on-grade and vertical surfaces such as column pedestals, foundation walls, and other locations as indicated.
  - a. Extend joint fillers full width and depth of joint, terminating flush with finished concrete surface unless otherwise indicated or where joint sealants are specified. Keep top of joint filler 1/2 inch lower than with finished concrete surface.
4. Contraction Joints in Slabs-on-Grade: Form weakened-plane contraction joints, sectioning concrete into areas as indicated unless otherwise is shown. Construct contraction joints, where shown, for a depth equal to at least one-fourth of the concrete thickness, as follows:
  - a. Grooved Joints: Form contraction joints after initial floating by grooving and finishing each edge of joint with groover tool to a radius of 1/8 inch. Repeat grooving of contraction joints after applying surface finishes. Eliminate groover marks on concrete surfaces.
  - b. Sawed Joints: Form contraction joints with power saws equipped with shatterproof abrasive or diamond-rimmed blades. Cut 1/8-inch wide joints into 1/4-inch depth of slab thickness when cutting action will not tear, abrade, or otherwise damage surface and before concrete develops random contraction cracks.

F. Tolerances

Comply with ACI 117, "Specifications for Tolerances for Concrete Construction and Materials".

G. Preparation

1. Prepare previously placed concrete by cleaning with steel brush and applying epoxy bonding agent in accordance with manufacturer's instructions.
2. Coordinate the placement of joint devices with erection of concrete formwork and placement of form accessories.

3.02 CONCRETE PLACEMENT

- A. Comply with recommendations in ACI 304 R for measuring, mixing, transporting, and placing concrete.
- B. Do not add water to concrete during delivery at project site or during placement.
- C. Consolidate concrete with mechanical vibrating equipment.
- D. Notify Engineer a minimum of 24 hours prior to commencement of operations.
- E. Ensure reinforcement, inserts, embedded parts, and formed construction and contraction joints are not disturbed during concrete placement.
- F. Separate slabs on grade from vertical surface with 1/4 to 3/8-inch joint filler unless otherwise indicated.
- G. Extend joint filler from bottom of slab to within about 1/2 inch of finished slab surface.
- H. Install preformed metal tongue and groove joint devices, if used, in accordance with manufacturer's instructions.
- I. Apply sealants in joint devices.
- J. Maintain records of concrete placement. Record date, location, quantity, air temperature, and test samples taken.
- K. Place concrete continuously between predetermined; expansion, control, and construction joints.
- L. Do not interrupt successive placement; do not permit cold joints to occur.

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- M. Provide 3/4-inch chamfers edge at exposed edges of concrete.
- N. Allow a minimum of three (3) days before placing concrete against a slab or wall already in place.
- O. All embedded aluminum materials in concrete shall be coated as specified.
- P. Screed floors in accordance to ASTM E 1155 with slab-on-grade floor utilizing flatness ( $F_F$ ), SOV = 25, MLV = 17, and floor levelness ( $F_L$ ), SOV = 20, MLV = 15. For elevated floor utilizing flatness ( $F_F$ ), SOV = 30, MLV = 24, and floor levelness ( $F_L$ ), SOV = 20, MLV = 15. Measuring the levelness of elevated floors shall be while the shoring are in place. ACI 302.1R includes a construction guide on how to achieve these flatness and levelness values.

### 3.03 FINISHING FORMED SURFACES

#### A. Rough-Formed Finish

1. As-cast concrete texture imparted by form-facing material with tie holes and defective areas repaired and patched, and fins and other projections exceeding 1/4- inch in height rubbed down or chipped off.
2. Apply to concrete surfaces not exposed to public view.

#### B. Smooth-Formed Finish

1. As-cast concrete texture imparted by form-facing material, arranged in an orderly and symmetrical manner with a minimum of seams. Repair and patch tie holes and defective areas. Completely remove fins and other projections.
2. Apply to concrete surfaces exposed to public view or to be covered with a coating or covering material applied directly to concrete, such as waterproofing, dampproofing, veneer plaster, or painting. "Concrete surfaces exposed to public view" shall include inside walls and floors of water holding basins except for covered clearwells and covered pump station wet wells.
3. Apply smooth-rubbed finish, defined in ACI 301, to smooth-formed finished concrete.

#### C. Related Unformed Surfaces

At tops of walls, horizontal offsets, and similar unformed surfaces adjacent to formed surfaces, strike off smooth and finish with a texture matching adjacent formed surfaces. Continue final surface treatment of formed surfaces uniformly across adjacent unformed surfaces unless otherwise indicated.

### 3.04 FINISHING UNFORMED SURFACES

#### A. General

Comply with ACI 302.1R for screeding, restraightening, and finishing operations for concrete surfaces. Do not wet concrete surfaces.

#### B. Screed surfaces with a straight-edge and strike off. Begin initial floating using bull floats or darbies to form a uniform and open-textured surface plane before excess moisture or bleedwater appears on the surface.

1. Do not further disturb surfaces before starting finishing operations.

#### C. Scratch Finish

Apply scratch finish to surfaces which receive concrete floor topping or mortar setting beds for ceramic or quarry tile, portland cement terrazzo, and other bonded cementitious floor finish unless other indicated.

#### D. Float Finish

Apply float finish to surfaces to receive trowel finish and to floor and slab surfaces to be covered with fluid-applied or sheet waterproofing, built-up or membrane roofing, or sand-bed terrazzo, or any other surfaces not specified.

#### E. Trowel Finish

Apply a hard trowel finish to floor and slab surfaces exposed to view or to be covered with resilient flooring, carpet, ceramic or quarry tile set over a cleavage membrane, paint, or another thin film-finish coating system.

#### F. Trowel and Fine-Broom Finish

Apply a partial trowel finish, stopping after second troweling, to surfaces indicated and to surfaces where ceramic or quarry tile is to be installed by either thickset or thin-set methods. Immediately after second troweling, and when concrete is still plastic, slightly scarify surface with a fine broom.

#### G. Nonslip Broom Finish

Apply a nonslip broom finish to exterior concrete platforms, steps, sidewalks, and ramps. Immediately after float finishing, slightly roughen trafficked surface by brooming with fiber-bristle broom perpendicular to main traffic route.

H. Floor Drains

In areas with floor drains, maintain floor elevations at walls; slope surfaces uniformly to drains at 1:100 minimum, but not less than shown on the Drawings.

3.05 CONCRETE PROTECTION AND CURING

A. General

Protect freshly placed concrete from premature drying and excessive cold or hot temperatures. Comply with ACI 306.1 for cold-weather protection, and follow recommendations in ACI 305R for hot-weather protection during curing.

B. Evaporation Retarder

Apply evaporation retarder to concrete surfaces if hot, dry, or windy conditions occur before and during finishing operations. Apply according to manufacturer's written instructions after placing, screeding, and bull floating or darbying concrete, but before float finishing.

C. Begin curing after finishing the placement of the concrete, but not before excessive free water has disappeared from concrete surface.

D. Cure formed and unformed finished concrete in accordance with ACI 301 and ACI 308, and for at least seven (7) days as follows:

1. Moisture-Retaining Cover Curing: Cover concrete surfaces with moisture-retaining cover for curing concrete, placed in widest practicable width, with sides and ends lapped at least 12 inches and sealed by waterproof tape or adhesive. Immediately repair any holes or tears during curing period using cover material and waterproof tape.
2. Curing Compound: Apply uniformly in continuous operation by power spray or roller according to manufacturer's written instructions. Recoat areas subjected to heavy rainfall within three (3) hours after initial application. Maintain continuity of coating and repair damage during curing period.

3.06 FIELD QUALITY CONTROL

A. Testing Agency

Contractor shall engage a qualified independent testing and inspecting agency, acceptable to the Owner, to sample materials, perform tests, and submit test reports during concrete placement. All testing costs shall be borne by the Contractor. Tests will be performed according to ACI 301 except as modified

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herein. Contractor shall provide testing services for qualification of proposed materials and establishment of design mixture.

- B. Provide free access to work and cooperate with appointed testing agency.
- C. Submit proposed mix design of each class of concrete to testing firm and Engineer for review prior to commencement of work.
- D. Field Tests of cement and aggregates may be performed to ensure conformance with specified requirements.
- E. Contractor shall have a minimum of four (4) concrete cylinders taken for every 25 c.y. of concrete or discreet concrete delivery should the amount be less than 25 c.y. even though placement may be at multiple locations. Cylinders shall be submitted to independent laboratory for compressive strength testing by breaking at 7 days, 14 days, and 28 days by the testing agency. Additional cylinders may be taken as deemed necessary by the Engineer and all costs shall be borne by Contractor. Cylinders shall be cured on-site in same condition as poured concrete.
- F. One additional test cylinder will be taken during cold weather concreting, cured on job site under same conditions as concrete it represents.
- G. One slump test will be taken for each set of test cylinders taken.
- H. All concrete for liquid retaining structures, and all concrete in contact with earth, water, or exposed directly to the elements shall be watertight and shall be tested for leakage in accordance with ACI 350.1.

### 3.07 PATCHING

- A. Allow Engineer to inspect concrete surfaces immediately upon removal of forms.
- B. Excessive honeycomb or embedded debris in concrete is not acceptable. Notify Engineer upon discovery.
- C. Patch imperfections in accordance with ACI 301.

### 3.08 DEFECTIVE CONCRETE

- A. Defective Concrete

Concrete not conforming to required lines, details, dimensions, tolerances, or specified requirements.

- B. Repair or replacement of defective concrete will be determined by the Engineer.
- C. Do not patch, fill, touch-up, repair, or replace exposed concrete except upon express direction of Engineer for each individual area.

3.09 SCHEDULE – CONCRETE TYPES

- A. Below grade foundation footings: 4000 psi.
- B. Thrust blocks: 3500 psi.
- C. All other concrete: 4000 psi.

- END OF SECTION -