



**LEXINGTON**

**CONTRACT DOCUMENTS  
AND  
SPECIFICATIONS**

**DIVISION OF WATER QUALITY**

**FOR**

**Storm Sewer System  
Cleaning & Rehabilitation  
2024**

**Bid No. 40-2024**

**PREPARED BY:**

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



**PART I**  
**CONSTRUCTION MANAGEMENT**  
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**UNIT PRICE CONTRACT FOR**  
**STORM SEWER SYSTEM REHABILITATION**

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**(2024)**

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**ADVERTISEMENT FOR BIDS**

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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 until **2:00 p.m.**, local time, **April 15, 2024**, for furnishing all labor and/or materials and performing all work as set forth by this advertisement, conditions (general and special), specifications, and/or the drawings prepared by and for Lexington-Fayette Urban County Government. Division of Water Quality. Immediately following the scheduled closing time for reception of bids, all proposals which have been submitted in accordance with the above will be publicly opened and read aloud.

Bidders attention is directed to Part II, *Information for Bidders*, **Section 9**: Addenda and Interpretations. **The deadline for questions stated therein is firm.**

### 2. DESCRIPTION OF WORK

The project includes providing all construction supervision, labor, materials, tools, test equipment necessary for **Storm Sewer System Cleaning & Rehabilitation 2024**.

The work consists of the construction and/or furnishing of various items as listed in the Bid Schedule beginning on page **P-6, Part III**, Form of Proposal, of this document, the various storm sewer system rehabilitation work in Lexington-Fayette County, Kentucky at work sites to be determined.

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

Plans, Specifications, and Contract Documents may be obtained from the official bid document distributor, <https://lexingtonky.ionwave.net>

### 4. METHOD OF RECEIVING BIDS

Bids will be received from Prime Contracting firms on a **Line Item Unit Price Basis**, for total Project Area. 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.

CONTRACTORS shall submit all required bid documents electronically in ion-wave and the items tab in ion-wave must also be completed with your pricing for your bid to be considered responsive. Bids received after the scheduled closing time for receipt of bids will not be considered. <https://lexingtonky.ionwave.net>

### 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.

## **8. SUBMISSION OF BIDS**

CONTRACTORS shall submit their Bids via Ion Wave not later than **2:00 pm, local time, April 15<sup>th</sup>, 2024**. Bids will remain sealed until 2:00 p.m. (local time) 2:00 pm, local time, **April 15<sup>th</sup>, 2024**, 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 should 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), Veteran-Owned Small Businesses (VOSB) 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 Lexington Fayette Urban County Government also has set a goal that not less than three percent (3%) of the total value of this Contract be subcontracted to Veteran-Owned Small Businesses. The goal for the utilization of Disadvantaged Business Enterprises as well as Veteran-Owned Small Businesses 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, Minority Business Enterprise Liaison  
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 10:00 a.m. local time on Thursday April 4<sup>th</sup> 2024 at 125 Lisle Industrial Avenue (Division of Water Quality) in the North Elkhorn Conference Room on the first floor.

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 at the Division of Purchasing, at the time and in the manner set forth in the Advertisement for Bids, and the Bids will then be publicly opened and read aloud. 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 60 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 Lexington-Fayette Urban County Government assumes no responsibility for bids that are not addressed and delivered as indicated above. Bids that are not delivered to the Division of Central Purchasing by the stated time and date will be rejected.

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

Each bid must be submitted on the prescribed Form of Proposal. All blank spaces for the bid prices must be filled in, either in ink or typewritten, for both unit prices and extensions. Totals for each bid item must be added to show the total amount of the bid. Each bid must be submitted in a sealed envelope bearing on the outside the name of the bidder, their address, the name of the project, the invitation number and time and date for which the bid is submitted. Bids must be addressed to the Director of Purchasing, Lexington-Fayette Urban County Government, Third Floor, 200 East Main Street, Lexington, Kentucky 40507. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed as specified above.

#### **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.

**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 \$ 400 per day 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. 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.
- C. **Contractor shall use standard Performance and Payment Bond forms such as documents provided with this contract book or AIA form A312-1984 (or later). 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.idowave.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, Minority Business Enterprise Liaison  
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, Minority Business Enterprise Liaison  
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 and Veteran Subcontractors

The LFUCG will, upon request, assist prime contractors in the procurement of eligible DBE subcontractors in an effort to achieve 10% minimum MWDBE and 3% minimum veteran goal.

For a list of eligible subcontractors, please contact:

Sherita Miller, Minority Business Enterprise Liaison  
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. ASSISTANCE TO BE OFFERED TO DISADVANTAGED BUSINESS ENTERPRISE (MWDDBE) CONTRACTORS**

Contractor acknowledges that the LFUCG is a governmental entity, and the contract validity is based upon the availability of public funding under the authority of its statutory mandate.

In the event that public funds are unavailable and not appropriated for the performance of the LFUCG's obligations under this contract, then this contract shall automatically expire without penalty to the LFUCG thirty (30) days after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the LFUCG shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this contract, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its governmental operations.

In the event of a change in the LFUCG's statutory authority, mandate and mandated functions, by state and federal legislative or regulatory action, which adversely affects the LFUCG's authority to continue its obligations under this contract, then this contract shall automatically terminate without penalty to the LFUCG upon written notice to Contractor of such limitation or change in the LFUCG's legal authority.

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**LEXINGTON**

**Bid 40-2024 Addendum 3  
Leak Eliminators, LLC  
Supplier Response**

**Event Information**

Number: Bid 40-2024 Addendum 3  
Title: Stormwater System Cleaning and Reahilitation  
Type: Competitive Bid  
Issue Date: 3/25/2024  
Deadline: 4/22/2024 02:00 PM (ET)

**Contact Information**

Contact: Brian Marcum  
Address: Central Purchasing  
Government Center Building  
200 East Main Street  
Lexington, KY 40507  
Phone: (859) 2583320  
Fax: (859) 2583322  
Email: [brianm@lexingtonky.gov](mailto:brianm@lexingtonky.gov)

## Leak Eliminators, LLC Information

Contact: Bruce Whitaker  
Address: 330 Lisle Industrial Ave  
Lexington, KY 40511  
Phone: (859) 388-9422  
Fax: (877) 568-9294  
Email: bruce@leakeliminators.com  
Web Address: www.leakeliminators.com

ONLY ONLINE BIDS WILL BE ACCEPTED! By submitting your response, you certify that you are authorized to represent and bind your company and that you agree to all bid terms and conditions as stated in the attached bid/RFP/RFQ/Quote/Auction documents.

Bruce Whitaker

Signature

Submitted at 4/22/2024 01:22:11 PM (ET)

bruce@leakeliminators.com

Email

## Response Attachments

### LEAK STORM BID TO SUBMIT.pdf

Bid Forms for Stormwater System Cleaning and Rehabilitation

## Bid Lines

### 1 Package Header

Part A: Administrative Bid Items

Quantity: 1 UOM: EA Total:

#### Package Items

##### 1.1 Mob & Demob

Quantity: 1 UOM: LS Price:  Total:

##### 1.2 General Requirements

Quantity: 1 UOM: LS Price:  Total:

##### 1.3 Bonds and Insurance

Quantity: 1 UOM: LS Price:  Total:

### 2 Package Header

Part B: Pipeline Rehabilitation & Replacement

Quantity: 1 UOM: EA Total:

#### Package Items

##### 2.1 Remove Portland Cement Concrete Pavement

Quantity: 100 UOM: SY Price:  Total:

##### 2.2 Remove Sidewalk, Entrance Pavement

Quantity: 100 UOM: SY Price:  Total:

**2.3 Remove Bituminous Concrete Pavement**

Quantity: 100 UOM: SY Price:  Total:

**2.4 Remove Curb and Gutter**

Quantity: 500 UOM: LF Price:  Total:

**2.5 Remove Pipes less than 24" - up to 8' deep**

Quantity: 500 UOM: LF Price:  Total:

**2.6 Remove Pipes greater than 24" - up to 8' deep**

Quantity: 200 UOM: LF Price:  Total:

**2.7 Remove Fencing**

Quantity: 500 UOM: LF Price:  Total:

**2.8 Remove Headwalls and Inlet Structures**

Quantity: 50 UOM: EA Unit Price:  Total:

**2.9 Type A Surface Inlet**

Quantity: 10 UOM: EA Unit Price:  Total:

**2.10 Type B Surface Inlet**

Quantity: 10 UOM: EA Unit Price:  Total:

**2.11 Curb Box Inlet Type A**

Quantity: 20 UOM: EA Unit Price:  Total:

**2.12 Curb Box Inlet Type B**

Quantity: 20 UOM: EA Unit Price:  Total:

**2.13 Curb Box Inlet Type C**

Quantity: 20 UOM: EA Unit Price:  Total:

**2.14 Curb Box Inlet Type D**

Quantity: 30 UOM: EA Unit Price:  Total:

**2.15 Curb Box Inlet Type B (KDOH)**

Quantity: 5 UOM: EA Unit Price:  Total:

**2.16 Drop Box Inlet Type 13 (KDOH)**

Quantity: 5 UOM: EA Unit Price:  Total:

**2.17 Drop Box Inlet Type 16 (KDOH)**

Quantity: 5 UOM: EA Unit Price:  Total:

**2.18 15" Sloped and Flared Box Inlet-Outlet**

Quantity: 2 UOM: EA Unit Price:  Total:

**2.19 18" Sloped and Flared Box Inlet-Outlet**

Quantity: 2 UOM: EA Unit Price:  Total:

**2.20 24" Sloped and Flared Box Inlet-Outlet**

Quantity: 2 UOM: EA Unit Price:  Total:

**2.21 30" Sloped and Flared Box Inlet-Outlet**

Quantity: 1 UOM: EA Unit Price:  Total:

**2.22 36" Sloped and Flared Box Inlet-Outlet**

Quantity: 1 UOM: EA Unit Price:  Total:

**2.23 Curb Box Inlet Type A - TOP**

Quantity: 50 UOM: EA Unit Price:  Total:

**2.24 Curb Box Inlet Type B - TOP**

Quantity: 50 UOM: EA Unit Price:  Total:

**2.25 Curb Box Inlet Type C - TOP**

Quantity: 50 UOM: EA Unit Price:  Total:

**2.26 Curb Box Inlet Type B (KDOH) - TOP**

Quantity: 5 UOM: EA Unit Price:  Total:

**2.27 Drop Box Inlet Type 13 (KDOH) - TOP**

Quantity: 5 UOM: EA Unit Price:  Total:

**2.28 Drop Box Inlet Type 16 (KDOH) - TOP**

Quantity: 5 UOM: EA Unit Price:  Total:

**2.29 Pipe Tie-in into Manhole or Curb Box Inlet**

Quantity: 200 UOM: EA Unit Price:  Total:

**2.30 15" Straight Headwall**

Quantity: 10 UOM: EA Unit Price:  Total:

**2.31 18" Straight Headwall**

Quantity: 10 UOM: EA Unit Price:  Total:

**2.32 24" Straight Headwall**

Quantity: 10 UOM: EA Unit Price:  Total:

**2.33 15" Pipe Culvert Headwall**

Quantity: 10 UOM: EA Unit Price:  Total:

**2.34 18" Pipe Culvert Headwall**

Quantity: 10 UOM: EA Unit Price:  Total:

**2.35 24" Pipe Culvert Headwall**

Quantity: 10 UOM: EA Unit Price:  Total:

**2.36 30" Pipe Culvert Headwall**

Quantity: 10 UOM: EA Unit Price:  Total:

**2.37 36" Pipe Culvert Headwall**

Quantity: 10 UOM: EA Unit Price:  Total:

**2.38 15" RCP Storm Sewer (0-8' No rock)**

Quantity: 300 UOM: LF Price:  Total:

**2.39 18" RCP Storm Sewer (0-8' No rock)**

Quantity: 200 UOM: LF Price:  Total:

**2.40 24" RCP Storm Sewer (0-8' No rock)**

Quantity: 200 UOM: LF Price:  Total:



<b>2.41</b>	30" RCP Storm Sewer (0-8' No rock)	Quantity: <u>100</u> UOM: <u>LF</u>	Price: <input type="text" value="\$195.00"/>	Total: <input type="text" value="\$19,500.00"/>
<b>2.42</b>	36" RCP Storm Sewer (0-8' No rock)	Quantity: <u>100</u> UOM: <u>LF</u>	Price: <input type="text" value="\$210.00"/>	Total: <input type="text" value="\$21,000.00"/>
<b>2.43</b>	15" PP or HDPE Storm Sewer (0-8' No rock)	Quantity: <u>200</u> UOM: <u>LF</u>	Price: <input type="text" value="\$140.00"/>	Total: <input type="text" value="\$28,000.00"/>
<b>2.44</b>	18" PP or HDPE Storm Sewer (0-8' No rock)	Quantity: <u>300</u> UOM: <u>LF</u>	Price: <input type="text" value="\$160.00"/>	Total: <input type="text" value="\$48,000.00"/>
<b>2.45</b>	24" PP or HDPE Storm Sewer (0-8' No rock)	Quantity: <u>200</u> UOM: <u>LF</u>	Price: <input type="text" value="\$175.00"/>	Total: <input type="text" value="\$35,000.00"/>
<b>2.46</b>	30" PP or HDPE Storm Sewer (0-8' No rock)	Quantity: <u>100</u> UOM: <u>LF</u>	Price: <input type="text" value="\$190.00"/>	Total: <input type="text" value="\$19,000.00"/>
<b>2.47</b>	36" PP or HDPE Storm Sewer (0-8' No rock)	Quantity: <u>100</u> UOM: <u>LF</u>	Price: <input type="text" value="\$200.00"/>	Total: <input type="text" value="\$20,000.00"/>
<b>2.48</b>	15" Elliptical RCP Storm Sewer	Quantity: <u>50</u> UOM: <u>LF</u>	Price: <input type="text" value="\$140.00"/>	Total: <input type="text" value="\$7,000.00"/>
<b>2.49</b>	18" Elliptical RCP Storm Sewer	Quantity: <u>50</u> UOM: <u>LF</u>	Price: <input type="text" value="\$175.00"/>	Total: <input type="text" value="\$8,750.00"/>
<b>2.50</b>	24" Elliptical RCP Storm Sewer	Quantity: <u>50</u> UOM: <u>LF</u>	Price: <input type="text" value="\$200.00"/>	Total: <input type="text" value="\$10,000.00"/>
<b>2.51</b>	30" Elliptical RCP Storm Sewer	Quantity: <u>50</u> UOM: <u>LF</u>	Price: <input type="text" value="\$265.00"/>	Total: <input type="text" value="\$13,250.00"/>
<b>2.52</b>	36" Elliptical RCP Storm Sewer	Quantity: <u>50</u> UOM: <u>LF</u>	Price: <input type="text" value="\$325.00"/>	Total: <input type="text" value="\$16,250.00"/>
<b>2.53</b>	Point Repair, 15 to 18-inch RCP pipe (depth 0 to 8.0 ft)	Quantity: <u>10</u> UOM: <u>EA</u>	Unit Price: <input type="text" value="\$3,500.00"/>	Total: <input type="text" value="\$35,000.00"/>
<b>2.54</b>	Point Repair, 15 to 18-inch RCP pipe (depth 8.1 to 15.0 ft)	Quantity: <u>10</u> UOM: <u>EA</u>	Unit Price: <input type="text" value="\$3,750.00"/>	Total: <input type="text" value="\$37,500.00"/>
<b>2.55</b>	Point Repair, 15 to 18-inch RCP pipe (depth 15.1 to 20.0 ft)	Quantity: <u>3</u> UOM: <u>EA</u>	Unit Price: <input type="text" value="\$4,100.00"/>	Total: <input type="text" value="\$12,300.00"/>
<b>2.56</b>	Point Repair, 15 to 18-inch PP/HDPE pipe (depth 0 to 8.0 ft)	Quantity: <u>10</u> UOM: <u>EA</u>	Unit Price: <input type="text" value="\$3,500.00"/>	Total: <input type="text" value="\$35,000.00"/>
<b>2.57</b>	Point Repair, 15 to 18-inch PP/HDPE pipe (depth 8.1 to 15.0 ft)	Quantity: <u>10</u> UOM: <u>EA</u>	Unit Price: <input type="text" value="\$3,750.00"/>	Total: <input type="text" value="\$37,500.00"/>
<b>2.58</b>	Point Repair, 15 to 18-inch PP/HDPE pipe (depth 15.1 to 20.0 ft)	Quantity: <u>3</u> UOM: <u>EA</u>	Unit Price: <input type="text" value="\$4,100.00"/>	Total: <input type="text" value="\$12,300.00"/>
<b>2.59</b>	Point Repair, 24 to 36-RCP inch pipe (depth 0 to 8.0 ft)	Quantity: <u>10</u> UOM: <u>EA</u>	Unit Price: <input type="text" value="\$5,200.00"/>	Total: <input type="text" value="\$52,000.00"/>

<b>2.60</b>	Point Repair, 24 to 36-inch RCP pipe (depth 8.1 to 15.0 ft)	Quantity: <u>10</u>	UOM: <u>EA</u>	Unit Price: <input type="text" value="\$5,500.00"/>	Total: <input type="text" value="\$55,000.00"/>
<b>2.61</b>	Point Repair, 24 to 36-inch RCP pipe (depth 15.1 to 20.0 ft)	Quantity: <u>10</u>	UOM: <u>EA</u>	Unit Price: <input type="text" value="\$5,750.00"/>	Total: <input type="text" value="\$57,500.00"/>
<b>2.62</b>	Point Repair, 24 to 36-inch PP/HDPE pipe (depth 0 to 8.0 ft)	Quantity: <u>10</u>	UOM: <u>EA</u>	Unit Price: <input type="text" value="\$5,200.00"/>	Total: <input type="text" value="\$52,000.00"/>
<b>2.63</b>	Point Repair, 24 to 36-inch PP/HDPE pipe (depth 8.1 to 15.0 ft)	Quantity: <u>10</u>	UOM: <u>EA</u>	Unit Price: <input type="text" value="\$5,500.00"/>	Total: <input type="text" value="\$55,000.00"/>
<b>2.64</b>	Point Repair, 24 to 36-inch PP/HDPE pipe (depth 15.1 to 20.0 ft)	Quantity: <u>3</u>	UOM: <u>EA</u>	Unit Price: <input type="text" value="\$5,750.00"/>	Total: <input type="text" value="\$17,250.00"/>
<b>2.65</b>	Point Repair, 15 to 24-inch RCP Elliptical pipe (depth 0 to 8.0 ft)	Quantity: <u>10</u>	UOM: <u>EA</u>	Unit Price: <input type="text" value="\$3,500.00"/>	Total: <input type="text" value="\$35,000.00"/>
<b>2.66</b>	Point Repair, 15 to 24-inch RCP Elliptical pipe (depth 8.1 to 15.0 ft)	Quantity: <u>10</u>	UOM: <u>EA</u>	Unit Price: <input type="text" value="\$3,650.00"/>	Total: <input type="text" value="\$36,500.00"/>
<b>2.67</b>	Point Repair, 15 to 24-inch RCP Elliptical pipe (depth 15.1 to 20.0 ft)	Quantity: <u>10</u>	UOM: <u>EA</u>	Unit Price: <input type="text" value="\$3,750.00"/>	Total: <input type="text" value="\$37,500.00"/>
<b>2.68</b>	Point Repair, 30 to 36-inch RCP Elliptical pipe (depth 0 to 8.0 ft)	Quantity: <u>10</u>	UOM: <u>EA</u>	Unit Price: <input type="text" value="\$3800.00"/>	Total: <input type="text" value="\$38,000.00"/>
<b>2.69</b>	Point Repair, 30 to 36-inch RCP Elliptical pipe (depth 8.1 to 15.0 ft)	Quantity: <u>10</u>	UOM: <u>EA</u>	Unit Price: <input type="text" value="\$3,850.00"/>	Total: <input type="text" value="\$38,500.00"/>
<b>2.70</b>	Point Repair, 30 to 36-inch RCP Elliptical pipe (depth 15.1 to 20.0 ft)	Quantity: <u>10</u>	UOM: <u>EA</u>	Unit Price: <input type="text" value="\$4,000.00"/>	Total: <input type="text" value="\$40,000.00"/>
<b>2.71</b>	CIPP, 15-inch Pipe	Quantity: <u>2000</u>	UOM: <u>LF</u>	Price: <input type="text" value="\$39.00"/>	Total: <input type="text" value="\$78,000.00"/>
<b>2.72</b>	CIPP, 18-inch Pipe	Quantity: <u>2000</u>	UOM: <u>LF</u>	Price: <input type="text" value="\$50.00"/>	Total: <input type="text" value="\$100,000.00"/>
<b>2.73</b>	CIPP, 24-inch Pipe	Quantity: <u>1000</u>	UOM: <u>LF</u>	Price: <input type="text" value="\$68.00"/>	Total: <input type="text" value="\$68,000.00"/>
<b>2.74</b>	CIPP, 30-inch Pipe	Quantity: <u>2000</u>	UOM: <u>LF</u>	Price: <input type="text" value="\$106.00"/>	Total: <input type="text" value="\$212,000.00"/>
<b>2.75</b>	CIPP, 36-inch Pipe	Quantity: <u>3000</u>	UOM: <u>LF</u>	Price: <input type="text" value="\$121.00"/>	Total: <input type="text" value="\$363,000.00"/>
<b>2.76</b>	CIPP, 42-inch Pipe	Quantity: <u>1000</u>	UOM: <u>LF</u>	Price: <input type="text" value="\$143.00"/>	Total: <input type="text" value="\$143,000.00"/>
<b>2.77</b>	CIPP, 48-inch Pipe	Quantity: <u>1000</u>	UOM: <u>LF</u>	Price: <input type="text" value="\$160.00"/>	Total: <input type="text" value="\$160,000.00"/>
<b>2.78</b>	CIPP, 54-inch Pipe	Quantity: <u>1000</u>	UOM: <u>LF</u>	Price: <input type="text" value="\$181.00"/>	Total: <input type="text" value="\$181,000.00"/>

**2.79 Standard Manhole, 4-foot diameter (depth 0 to 8.0 ft) - No Rock**

Quantity: 50 UOM: EA Unit Price:  Total:

**2.80 Standard Manhole, 5-foot diameter (depth 0 to 8.0 ft) - No Rock**

Quantity: 50 UOM: EA Unit Price:  Total:

**2.81 Standard Manhole, 6-foot diameter (depth 0 to 8.0 ft) - No Rock**

Quantity: 25 UOM: EA Unit Price:  Total:

**2.82 Manhole Rehabilitation, 4' MH**

Quantity: 400 UOM: VF Price:  Total:

**2.83 Manhole Rehabilitation, 5' MH**

Quantity: 100 UOM: VF Price:  Total:

**2.84 Manhole Rehabilitation, 6' MH**

Quantity: 100 UOM: VF Price:  Total:

**2.85 Time and Materials**

Quantity: 5 UOM: HR Price:  Total:

**2.86 Reimbursement**

Quantity: 5 UOM: EA Unit Price:  Total:

**2.87 Manhole-Additional for adjustable frame and cover**

Quantity: 10 UOM: EA Unit Price:  Total:

**2.88 Raise Manhole to Grade. in Pavement, < 12 inches**

Quantity: 50 UOM: EA Unit Price:  Total:

**2.89 Raise Manhole to Grade. non-Paved Area, < 12 inches**

Quantity: 50 UOM: EA Unit Price:  Total:

**2.90 Manhole Rehabilitation**

Quantity: 2 UOM: EA Unit Price:  Total:

**2.91 Curb Box Inlet Rehabilitation**

Quantity: 2 UOM: EA Unit Price:  Total:

**2.92 Surface Inlet Rehabilitation**

Quantity: 2 UOM: EA Unit Price:  Total:

**3 Package Header**

**Part C: Sewer Line Investigation Bid Items**

Quantity: 1 UOM: EA Total:

**Package Items**

**3.1 Clean and CCTV 15 to 18-inch Pipe**

Quantity: 80000 UOM: LF Price:  Total:

**3.2 Clean and CCTV 24 to 30-inch Pipe**

Quantity: 20000 UOM: LF Price:  Total:

**3.3 Clean and CCTV > 30-inch Pipe**

Quantity: 5000 UOM: LF Price:  Total:

**3.4 Line deleted as part of an Addendum**

**3.5 Line deleted as part of an Addendum**

**3.6 CCTV 15 to 18-inch Pipe**

Quantity: 6000 UOM: LF Price:  Total:

**3.7 CCTV 24 to 30-inch Pipe**

Quantity: 2000 UOM: LF Price:  Total:

**3.8 CCTV > 30-inch Pipe**

Quantity: 1000 UOM: LF Price:  Total:

**3.9 Line deleted as part of an Addendum**

**3.10 Line deleted as part of an Addendum**

**3.11 CCTV Reverse Set-Up**

Quantity: 80 UOM: EA Unit Price:  Total:

**3.12 Routine Cleaning, ? 15-inch Pipe**

Quantity: 2000 UOM: LF Price:  Total:

**3.13 Routine Cleaning, >15-inch Pipe**

Quantity: 1000 UOM: LF Price:  Total:

**3.14 Heavy Cleaning, ? 15-inch Pipe**

Quantity: 120 UOM: HR Price:  Total:

**3.15 Heavy Cleaning, > 15-inch Pipe**

Quantity: 100 UOM: HR Price:  Total:

**3.16 Mechanical Root Removal, 15 to 18-inch Pipe**

Quantity: 1800 UOM: LF Price:  Total:

**3.17 Mechanical Root Removal, 24 to 36-inch Pipe**

Quantity: 500 UOM: LF Price:  Total:

**4 Package Header**

Part D: General Civil Bid Items

Quantity: 1 UOM: EA Total:

**Package Items**

**4.1 Embankment**

Quantity: 200 UOM: CY Price:  Total:

**4.2 Excavation**

Quantity: 200 UOM: CY Price:  Total:

**4.3 Topsoil Placement**

Quantity: 200 UOM: CY Price:  Total:

**4.4 Rock Removal (Mechanical)**

Quantity: 300 UOM: CY Price:  Total:

**4.5 Tree Removal, < 12 inch in diameter**

Quantity: 10 UOM: EA Unit Price:  Total:

**4.6 Tree Removal, > 12.1 to 24 inch in diameter**

Quantity: 5 UOM: EA Unit Price:  Total:

**4.7 Tree Removal, > 24 inch diameter**

Quantity: 5 UOM: EA Unit Price:  Total:

**4.8 Seed And Protection**

Quantity: 1000 UOM: SY Price:  Total:

**4.9 Sodding**

Quantity: 1000 UOM: SY Price:  Total:

**4.10 Erosion Control Blanket**

Quantity: 1000 UOM: SY Price:  Total:

**4.11 4-1/2" Concrete Sidewalk**

Quantity: 1000 UOM: SY Price:  Total:

**4.12 6" Concrete Sidewalk**

Quantity: 200 UOM: SY Price:  Total:

**4.13 6" Concrete Entrance Pavement**

Quantity: 150 UOM: SY Price:  Total:

**4.14 Sidewalk Ramp**

Quantity: 50 UOM: SY Price:  Total:

**4.15 Header Curb**

Quantity: 200 UOM: LF Price:  Total:

**4.16 Curb and Gutter, Type 1**

Quantity: 200 UOM: LF Price:  Total:

**4.17 Curb and Gutter, Type 4**

Quantity: 200 UOM: LF Price:  Total:

**4.18 Single Block Masonry Retaining Wall**

Quantity: 200 UOM: SF Price:  Total:

**4.19 Articulating Concrete Block**

Quantity: 500 UOM: SY Price:  Total:

**4.20 Bituminous Pavement Milling and Texturing**

Quantity: 500 UOM: TN Price:  Total:

**4.21 Dense Graded Aggregate Base**

Quantity: 200 UOM: TN Price:  Total:

**4.22 No. 2 Stone**

Quantity: 200 UOM: TN Price:  Total:

**4.23 No. 9 Stone**

Quantity: 200 UOM: TN Price:  Total:

**4.24 No. 57 Stone**Quantity: 200 UOM: TN Price:  Total: **4.25 Steel Reinforcement for Concrete**Quantity: 500 UOM: LB Price:  Total: **4.26 Unfinished Concrete less than 10 CY**Quantity: 200 UOM: CY Price:  Total: **4.27 Unfinished Concrete more than 10 CY**Quantity: 100 UOM: CY Price:  Total: **4.28 Formed Class A Concrete less than 10 CY**Quantity: 200 UOM: CY Price:  Total: **4.29 Formed Class A Concrete more than 10 CY**Quantity: 100 UOM: CY Price:  Total: **4.30 Bituminous Base**Quantity: 200 UOM: TN Price:  Total: **4.31 Class I, Bituminous Surface less than 50 tons**Quantity: 100 UOM: TN Price:  Total: **4.32 Class I, Bituminous Surface greater than 50 tons**Quantity: 300 UOM: TN Price:  Total: **4.33 Bituminous Material for Tack**Quantity: 5 UOM: TN Price:  Total: **4.34 Edge Key**Quantity: 500 UOM: LF Price:  Total: **4.35 Rock Check (Type B)**Quantity: 20 UOM: TN Price:  Total: **4.36 Silt Fence**Quantity: 2000 UOM: LF Price:  Total: **4.37 Storm Drain Inlet Protection**Quantity: 20 UOM: EA Unit Price:  Total: **4.38 Filter Strip**Quantity: 20 UOM: SY Price:  Total: **4.39 Construction Dewatering**Quantity: 24 UOM: HR Price:  Total: **4.40 Aggregate Channel Lining for Slope Protection**Quantity: 500 UOM: TN Price:  Total: **4.41 Gabion Mattress Channel Lining**Quantity: 50 UOM: CY Price:  Total: **4.42 Geotextile Construction Type I**Quantity: 500 UOM: SY Price:  Total:

**4.43 Geotextile Construction Type II**Quantity: 200 UOM: SY Price:  Total: **4.44 Geotextile Construction Type III**Quantity: 200 UOM: SY Price:  Total: **4.45 Geotextile Construction Type IV**Quantity: 100 UOM: SY Price:  Total: **4.46 Flowable (Controlled Density) Fill**Quantity: 100 UOM: CY Price:  Total: **4.47 Detectable Warning Surface Tile-Imbedded**Quantity: 25 UOM: SF Price:  Total: **4.48 Creek Bank Restoration, Channel Lining**Quantity: 200 UOM: SY Price:  Total: **4.49 Creek Bank Restoration, Riprap**Quantity: 200 UOM: SY Price:  Total: **4.50 Creek Bank Restoration, Coconut Matting**Quantity: 200 UOM: SY Price:  Total: **5 Package Header****Part E: Manpower & Equipment Bid Items**Quantity: 1 UOM: EA Total: **Package Items****5.1 Combination Vacuum/Hydraulic Jet/Hydro Excavator**Quantity: 50 UOM: HR Price:  Total: **5.2 Backhoe/Extend-a-hoe**Quantity: 150 UOM: HR Price:  Total: **5.3 Hoe Ram**Quantity: 50 UOM: HR Price:  Total: **5.4 Dump Truck, Single Axle**Quantity: 50 UOM: HR Price:  Total: **5.5 Dump Truck, Tandem or Tri-Axle**Quantity: 50 UOM: HR Price:  Total: **5.6 Skid-Steer Loader**Quantity: 200 UOM: HR Price:  Total: **5.7 Crew Foreman**Quantity: 150 UOM: HR Price:  Total: **5.8 Laborer**Quantity: 2000 UOM: HR Price:  Total:

5.9 "Air Compressor (Jack Hammer), 125 cfm or larger"

Quantity: 50 UOM: HR Price:  Total:

**Response Total: \$6,314,635.00**



**PERFORMANCE BOND**

Bond # 108033712

KNOW ALL MEN BY THESE PRESENTS, that

Insituform Technologies, LLC

(Name of CONTRACTOR)

580 Goddard Avenue, Chesterfield, MO 63005

(Address of CONTRACTOR)

Limited Liability Company

(Corporation, Partnership, or Individual), hereinafter

called Principal, and Travelers Casualty and Surety Company of America

(Name of Surety)

One Tower Square, Hartford, CT 06183

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

**LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**

200 East Main Street, Third Floor  
Lexington, Kentucky 40507

hereinafter called "OWNER" in the penal sum of: Two Hundred Fifty Thousand Dollars, (\$250,000), 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 a Contract with OWNER for **STORM SEWER SYSTEM CLEANING/REHABILITATION** in accordance with drawings and specifications prepared by: **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT DIVISION OF WATER QUALITY** which Contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal shall promptly and faithfully perform said 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 Contract, the OWNER having performed OWNER'S obligations there under, the Surety may promptly remedy the default, or shall promptly:

- (1) Complete the Contract in accordance with its terms and conditions or
- (2) Obtain a bid or bids for completing the 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 a 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 Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract Price; 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 Contract Price", as used in this paragraph shall mean the total amount payable by OWNER to Principal under the 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 two (2) years 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 2 each one of which shall be (number)

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

ATTEST:

[Signature]  
(Principal) Secretary  
Diane Partridge  
Contracting & Attesting Officer

Insituform Technologies, LLC  
Principal  
BY: [Signature] (s)  
Janet Hass, Contracting & Attesting Officer  
580 Goddard Avenue  
(Address)  
Chesterfield, MO 63005

Witness as to Principal  
Diane Partridge, Contracting & Attesting Officer  
580 Goddard Avenue  
(Address)  
Chesterfield, MO 63005

Travelers Casualty and Surety Company of America  
Surety

ATTEST:

[Signature]  
(Surety) Secretary  
Andrea McCarthy, Witness



BY: [Signature]  
Attorney-in-Fact, Andrew P. Thome  
One Tower Square  
(Address)  
Hartford, CT 06183

(SEAL) [Signature]  
Witness as to Surety

One Tower Square, Hartford, CT 06183

One Tower Square, Hartford, CT 06183  
(Address)

TITLE: \_\_\_\_\_  
Surety  
BY: \_\_\_\_\_

TITLE: Christina A. Culotta, Witness

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

**PAYMENT BOND**

Bond # 108033712

KNOW ALL MEN BY THESE PRESENT: that

\_\_\_\_\_  
Insituform Technologies, LLC

(Name of Contractor)

\_\_\_\_\_  
580 Goddard Avenue, Chesterfield, MO 63005

(Address of Contractor)

\_\_\_\_\_  
Limited Liability Company

hereinafter called (Corporation, Partnership or Individual)

Principal, and

\_\_\_\_\_  
Travelers Casualty and Surety Company of America

(Name of Surety)

\_\_\_\_\_  
One Tower Square, Hartford, CT 06183

(Address of Surety)

hereinafter 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, for the use and benefit of claimants as hereinafter defined, in the amount of Two Hundred Fifty Thousand Dollars (\$250,000) the payment 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 a Contract with OWNER for **STORM SEWER SYSTEM CLEANING/REHABILITATION** in accordance with drawings and specifications prepared by: **LEXINGTON-FAYETTE URBAN COUNTY**

**GOVERNMENT DIVISION OF WATER QUALITY** which Contract is by reference made a part hereof, and is hereinafter referred to as the 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 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 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 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 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. **AN ADDITIONAL BOND SHALL BE REQUIRED WITH EACH ADDITIONAL PURCHASE ORDER ISSUED (NOT TO EXCEED \$250,000.00).**

IN WITNESS WHEREOF, this instrument is executed in 2 counterparts, each one of which shall be deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

ATTEST:

*[Signature]*  
(principal) Secretary  
*Diane Partridge*  
(SEAL) Contracting & Attesting Officer

Insituform Technologies, LLC  
(Principal)

BY: *[Signature]* (s)  
Jaret Hass, Contracting & Attesting Officer  
580 Goddard Avenue  
(Address)  
Chesterfield, MO 63005

(Witness to Principal)  
Diane Partridge, Contracting & Attesting Officer  
580 Goddard Avenue  
(Address)  
Chesterfield, MO 63005

ATTEST:

*[Signature]*  
(Surety) Secretary Andrea McCarthy, Witness



Travelers Casualty and Surety Company of America  
(Surety)

BY: *[Signature]*  
(Attorney-in-Fact), Andrew P. Thome

*[Signature]*  
(SEAL) Christina A. Culotta, Witness  
Witness as to Surety

One Tower Square, Hartford, CT 06183  
(Address)

One Tower Square  
(Address)  
Hartford, CT 06183

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

State of Missouri  
County of St. Louis

On 5/2/2024, before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared Andrew P. Thome known to me to be Attorney-in-Fact of

**Travelers Casualty and Surety Company of America**

the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

*CA Culotta*

Christina A. Culotta, Notary Public

CHRISTINA A. CULOTTA  
Notary Public - Notary Seal  
STATE OF MISSOURI  
St. Louis County  
My Commission Expires: Aug. 5, 2027  
Commission # 19313442

My Commission Expires: \_\_\_\_\_





**Travelers Casualty and Surety Company of America**  
**Travelers Casualty and Surety Company**  
**St. Paul Fire and Marine Insurance Company**

**POWER OF ATTORNEY**

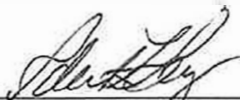
**KNOW ALL MEN BY THESE PRESENTS:** That Travelers Casualty and Surety Company of America, Travelers Casually and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **ANDREW P THOME** of **CHESTERFIELD**, Missouri, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**IN WITNESS WHEREOF**, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, 2021.



State of Connecticut

City of Hartford ss.

By:   
 Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

**IN WITNESS WHEREOF**, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2026



  
 Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **2nd** day of **May**, 2024



  
 Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.**  
**Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**

TOTAL OF ALL BID PRICES FOR PART A THROUGH E IN FIGURES AND WORDS.

\$ \$6,314,635.00

In case of discrepancy, the amount shown in words will govern.

Six million, three hundred fourteen thousand, six hundred thirty-five and 00 cents.

The quantities indicated in the Bid Schedule reflect those anticipated for the upcoming 2024-2025 contract year. Estimated quantities always change after the contract is awarded. Final quantities will be at the OWNER's discretion. The CONTRACTOR shall specify the unit price for each item in the Bid Schedule without regard to quantity. The CONTRACTOR will not be permitted to alter the unit price identified in the Bid Schedule for changes in estimated quantities for any Item No.

Submitted by: Leak Eliminators, LLC  
*Firm*

330 Lisle Industrial Avenue  
*Address*

Lexington, KY 40511  
*City, State & Zip*

**Bid must be signed:**  P. resident  
**(original signature) Signature of Authorized Company Representative – Title**

Bruce Whitaker  
*Representative's Name (Typed or Printed)*

859-388-9422 877-568-9294  
*Area Code – Phone – Extension* *Fax #*

bruce@leakeliminators.com  
*E-Mail Address*

**OFFICIAL ADDRESS:**

Leak Eliminators, LLC

330 Lisle Industrial Avenue

Lexington, KY 40511

\_\_\_\_\_  
(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: Leak Eliminators, LLC
- 2. Permanent Place of Business: Lexington, KY
- 3. When Organized: 1/ 2/1999
- 4. Where Incorporated: Kentucky
- 5. Construction Plant and Equipment Available for this Project:

See attachment 1.


(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:**

Travelers Casualty & Surety Company of America (Surety)

Signed:  (Representative of Surety)  
Andrew P. Thome, Attorney-in-Fact



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>
See attached list. Attachment 2.		

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

<u>NAME</u>	<u>LOCATION</u>	<u>CONTRACT SUM</u>
See attached list. Attachment 2.		

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>
Bruce Whitaker	President	21 yrs
Jarrold Hunt	Project Manager	11 yrs
Mike Beckett	Crew Chief	8 yrs
Howard Douglas	CIPP/CCTV Project Manager	5 yrs

11. DBE Participation on current bonded projects under contract:

<u>SUBCONTRACTORS (LIST)</u>	<u>PROJECT (SPECIFIC TYPE)</u>	<u>DBE</u>	<u>% of WORK</u>
None			

(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 MAJOR ITEM</u>	<u>SUBCONTRACTOR</u>	<u>DBE Yes/No</u>	<u>% of Work</u>
Such as: Grading, bituminous paving, concrete, seeding and protection, construction staking, etc.			
1. <u>No subcontractors to be used.</u>	Name: _____	_____	_____
	Address: _____		
2. _____	Name: _____	_____	_____
	Address: _____		

3. \_\_\_\_\_ Name: \_\_\_\_\_  
 Address: \_\_\_\_\_

4. \_\_\_\_\_ Name: \_\_\_\_\_  
 Address: \_\_\_\_\_

5. \_\_\_\_\_ Name: \_\_\_\_\_  
 Address: \_\_\_\_\_

6. \_\_\_\_\_ Name: \_\_\_\_\_  
 Address: \_\_\_\_\_

7. \_\_\_\_\_ Name: \_\_\_\_\_  
 Address: \_\_\_\_\_

(Attach additional sheet(s) if necessary.)

**7. LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT MWDBE PARTICIPATION GOALS, FORMS, AND GOOD FAITH EFFORTS**

**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) The LFUCG has also established a 3% of total procurement costs as a Goal for participation of Veteran-Owned Small Businesses.
- 4) **It is therefore a request of each Bidder to include in its bid, the same goal (10%) for MWDBE participation, the same goal (3%) veteran 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, Veteran-Owned and Woman-Owned

subcontractors and suppliers for work done or materials purchased for this contract. (See Subcontractor Monthly Payment Report)

- 2) Replacement of a Minority-Owned, Veteran-Owned or Woman-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 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 and operated 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 and operated by one or more Non-Minority Females.
- 3) A Disadvantaged Business (DBE) is defined as a business which is certified as being at least 51% owned and operated 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 and operated 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 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.**

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 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 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 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 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 or 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 or Veteran-Owned businesses.

**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.



## 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 167-91—Disadvantaged Business Enterprise (DBE) 10% Goal Plan in July of 1991. The resolution states in part (a full copy is available in Central Purchasing):

*“A Resolution supporting adoption of the administrative plan for a ten percent (10%) Minimum goal for disadvantaged business enterprise participation in Lexington-Fayette Urban County Government construction and professional services contracts; Providing that as part of their bids on LFUCG construction contracts, general Contractors shall make a good faith effort to award at least ten percent (10%) of All subcontracts to disadvantaged business enterprises; providing that divisions of LFUCG shall make a good faith effort to award at least ten percent of their Professional services and other contracts to disadvantaged business enterprises...”*

A Disadvantaged Business Enterprise is defined as a business that has been certified as being at least 51% owned, operated and managed by a U.S. Citizen of the following groups:

- African-American
- Hispanic-American
- Asian/Pacific Islander
- Native American/Native Alaskan
- Non-Minority Female
- Economically and Socially Disadvantaged

In addition, to that end the city council also adopted and implemented resolution 167-91—Veteran-owned Businesses, 3% Goal Plan in July of 2015. The resolution states in part (a full copy is available in Central Purchasing):

*“A resolution adopting a three percent (3%) minimum goal for certified veteran-owned small businesses and service disabled veteran-owned businesses for certain of those Lexington-Fayette Urban County contracts related to*

*construction for professional services, and authorizing the Division of Purchasing to adopt and implement guidelines and/or policies consistent with the provisions and intent of this resolution by no later than July 1, 2015.”*

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

Business	Contact	Email Address	Phone
LFUCG	Sherita Miller	<a href="mailto:smiller@lexingtonky.gov">smiller@lexingtonky.gov</a>	859-258-3323
Commerce Lexington – Minority Business Development	Tyrone Tyra	<a href="mailto:tyra@commercelexington.com">tyra@commercelexington.com</a>	859-226-1625
Tri-State Minority Supplier Diversity Council	Susan Marston	<a href="mailto:smarston@tsmsdc.com">smarston@tsmsdc.com</a>	502-365-9762
Small Business Development Council	Shirle Hawkins UK SBDG	<a href="mailto:shack@uky.edu">shack@uky.edu</a>	859-257-7666
Community Ventures Corporation	Phyllis Alcorn	<a href="mailto:palcorn@cvky.org">palcorn@cvky.org</a>	859-231-0054
KY Transportation Cabinet (KYTC)	Melvin Bynes	<a href="mailto:Melvin.bynes2@ky.gov">Melvin.bynes2@ky.gov</a>	502-564-3601
KYTC Pre-Qualification	Shella Eagle	<a href="mailto:Shella.Eagle@ky.gov">Shella.Eagle@ky.gov</a>	502-782-4815
Ohio River Valley Women's Business Council (WBENC)	Sheila Mixon	<a href="mailto:smixon@orvwbc.org">smixon@orvwbc.org</a>	613-487-6537
Kentucky MWBE Certification Program	Yvette Smith, Kentucky Finance Cabinet	<a href="mailto:Yvette.Smith@ky.gov">Yvette.Smith@ky.gov</a>	502-564-8099
National Women Business Owner's Council (NWBOC)	Janet Harris-Lange	<a href="mailto:janet@nwbo.org">janet@nwbo.org</a>	800-675-5066
Small Business Administration	Robert Coffey	<a href="mailto:robertcoffey@sba.gov">robertcoffey@sba.gov</a>	502-582-5971
LaVoz de Kentucky	Andres Cruz	<a href="mailto:lavozdeky@yahoo.com">lavozdeky@yahoo.com</a>	859-621-2106
The Key News Journal	Patrice Muhammad	<a href="mailto:paatricem@keynewsjournal.com">paatricem@keynewsjournal.com</a>	859-373-9428



**LFUCG MWDBE PARTICIPATION FORM**  
Bid/RFP/Quote Reference # 40-2024

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	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.

Leak Eliminators, LLC  
Company

4/22/2024  
Date

  
Company Representative

President  
Title



**LFUCG MWDBE SUBSTITUTION FORM**  
**Bid/RFP/Quote Reference # 40-2024**


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.

Leak Eliminators, LLC  
 Company

4/22/2024  
 Date

  
 Company Representative  
President  
 Title





**MWDBE QUOTE SUMMARY FORM**  
**Bid/RFP/Quote Reference # 40-2024**

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 a completed form may cause rejection of the bid.

<b>Company Name</b> Leak Eliminators, LLC	<b>Contact Person</b> Bruce Whitaker
<b>Address/Phone/Email</b> 330 Lisle Industrial Ave., Lexington, KY 40511 859-388-9422 Office@leakeliminators.com	<b>Bid Package / Bid Date</b> 2024 Storm Sewer System Cleaning & Rehabilitation 4/22/2024

MWDBE Company Address	Contact Person	Contact Information (work home, 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
ADE Contracting, Inc. 1044 Duncan Rd., Lawrenceburg, KY 40342	Angela English	adeinc1@aol.com 859-621-7941	4/14/2024	concrete work	phone and email	\$229,000.00	female	

(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.

Leak Eliminators, LLC  
 Company  
4/22/2024  
 Date

  
 Company Representative  
President  
 Title



## 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 city council to increase the participation of veteran owned businesses in the procurement process. In order to measure that goal LFUCG will track spending with M/WBE and Veteran vendors 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 #** 40-2024


**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.

Leak Eliminators, LLC  
 Company  
4/22/2024  
 Date

  
 \_\_\_\_\_  
 Company Representative  
 \_\_\_\_\_  
 President  
 \_\_\_\_\_  
 Title

## LFUCG STATEMENT OF GOOD FAITH EFFORTS

Bid/RFP/Quote # 40-2024

---

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 MWDBE 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 MWDBE 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.

Leak Eliminators, LLC  
Company  
4/22/2024  
Date

  
\_\_\_\_\_  
Company Representative  
President  
\_\_\_\_\_  
Title

**8. 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.

**9. STATEMENT OF EXPERIENCE**

NAME OF INDIVIDUAL: Bruce Whitaker

POSITION/TITLE: President

STATEMENT OF EXPERIENCE: Bruce has been an employee of Leak Eliminators for almost 21 years. He started as a laborer, operator, then Project Manager. In 2018, he became co-owner of the business. He has handled every aspect of the LFUCG Project for the past 9 years.

NAME OF INDIVIDUAL: Jarrod Hunt

POSITION/TITLE: Project Manager

STATEMENT OF EXPERIENCE: Jarrod has worked in construction over 16 years. He has been with Leak Eliminators since 2012, starting as a laborer, then crew supervisor, and as the Project Manager of LFUCG projects since 2020.

NAME OF INDIVIDUAL: Mike Beckett

POSITION/TITLE: Crew Chief

STATEMENT OF EXPERIENCE: Mike has worked with projects of this type for over 20 years. He specializes in storm sewer rehabilitation. He has been with Leak Eliminators for 8 years, the last 7 of which he has acted as a crew chief.

NAME OF INDIVIDUAL: Howard Douglas

POSITION/TITLE: CIPP/CCTV Project Manager

STATEMENT OF EXPERIENCE: Howard has worked for Leak Eliminators for 5 years.

He has experience managing a variety of teams and has excelled at managing the  
CIPP and CCTV divisions.

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.)

10. 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

Leak Eliminators, LLC  
\_\_\_\_\_  
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.

## **11. EQUAL EMPLOYMENT OPPORTUNITY AFFIRMATIVE ACTION POLICY**

It is the policy of L e a E l i m i n a t i o n s,

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.

12. **WORKFORCE ANALYSIS FORM**

Name of Organization: Leak Eliminators, LLC

Categories	Total	White (Not Hispanic or Latino)		Hispanic or Latino		Black or African-American (Not Hispanic or Latino)		Native Hawaiian and Other Pacific Islander (Not Hispanic or Latino)		Asian (Not Hispanic or Latino)		American Indian or Alaskan Native (not Hispanic or Latino)		Two or more races (Not Hispanic or Latino)		Total	
		M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Administrators	2	2														2	
Professionals																	
Superintendents	2	2														2	
Supervisors	1	1														1	
Foremen	5	4		1												5	
Technicians																	
Protective Service																	
Para-Professionals																	
Office/Clerical	4		4														4
Skilled Craft	30	19	1	8		2										29	1
Service/Maintenance	4	3		1												4	
<b>Total:</b>	<b>48</b>	<b>31</b>	<b>5</b>	<b>10</b>		<b>2</b>										<b>43</b>	<b>5</b>

Prepared by: Linda Mitchell - Safety Officer

Date: 04 / 15 / 2024

*(Name and Title)*



**13. EVIDENCE OF INSURABILITY**

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

Names Insured: Leak Eliminators, LLC  
 Address: 330 Lisle Industrial Ave., Lexington, KY 40511  
 Project to be insured: Storm Sewer System Cleaning & Rehabilitation 2024

Employee ID: \_\_\_\_\_  
 Phone: 859-388-9422

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	\$1,000,000 per occ \$2,000,000 aggregate	Amerisure	19488	A XII
SC-3, Section 2, Part 4.1 – see provisions	AUTO	\$2,000,000/per occ.	\$ 1,000,000 per occ	Amerisure	19488	A XII
SC-3, Section 2, Part 4.1 – see provisions	WC	Statutory w /endorsement as noted	\$4,500,000 BI by Accident \$4,500,000 BI by Disease/Employee \$4,500,000 BI by Disease/Policy	KY Associated General Contractors	055002	A- VIII

**Excess Liability**

**\$5,000,000**


**Amerisure**

**19488**

**A XII**

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.

**Houchens Insurance Group**  
 Agency or Brokerage  
505 Wellington Way, Ste 350  
 Street Address  
Lexington                      KY                      40503  
 City                                      State                      Zip  
859-296-4580  
 Telephone Number

**Rob Hoenschlied, CRIS**  
 Name of Authorized Representative  
**Executive Vice President**  
  
 Authorized Signature  
 4/11/24  
 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.**

14. DEBARRED FIRMS

PROJECT NAME: Storm Sewer System Cleaning & Rehabilitation 2024

BID NUMBER: 40-2024

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 Leak Eliminators, LLC 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.

Leak Eliminators, LLC  
Name of Firm Submitting Bid

  
Signature of Authorized Official

President  
Title

4/22/2024  
Date

**15. 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: Leak Eliminators, LLC

Project: Storm Sewer System Cleaning & Rehabilitation 2024

Printed Name and Title of Authorized Representative: Bruce Whitaker, President

Signature: 

Date: 4/22/2024

END OF SECTION



**ADDENDUM #1**

Bid Number: #40-2024

Date: April 8, 2024

Subject: Stormwater System Cleaning and Rehabilitation

Address Inquiries to:  
Brian Marcum  
[brianm@lexingtonky.gov](mailto:brianm@lexingtonky.gov)

**TO ALL PROSPECTIVE SUBMITTERS:**

**Please be advised of the following clarifications to the above referenced bid:**

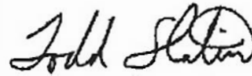
1. See attached pre-bid sign-in sheet.
2. See attached previous pricing.
3. Can excel spreadsheets be used and uploaded in lieu of the one furnished?  
No and items must be entered in Ionwave
4. Diameters listed are 15-54". Would you accept UV Liner (This is also on the ASTM F2019 Standard) as an equivalent to traditional CIPP? This technology will also increase hydraulic stability over traditional felt/fabric construction of CIPP as it is composed of fiberglass.  
No, we (LFUCG/DWQ) have the ability to do DEMO's and would welcome a DEMO to see UV Liner setup, installation, and end result, but for this bid UV Liner will not allowable to replace traditional CIPP.
5. On line items C1-C10 there appear to be multiple duplicates. Do we leave the duplicate entries blank?  
Agree line items C4, C5, C9, and C10 are duplicates and will be inactivated in Ionwave and should be left blank and struck through in the hard copy submittal.
6. Can we get the previous Bid Tabulation?  
Attached
7. I am reaching out about the above-referenced storm sewer system cleaning & rehabilitation 2024 project set to bid on 04/15/24. I do not see the specification section for manhole Rehabilitation on the bidding documents available through IonWave. Could you point me in the right direction of where I might be able to locate those please?



B90 -MANHOLE REHABILITATION

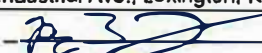
Page TS3-23, states within the SCOPE per Manhole Rehabilitation

Manhole rehabilitation shall include the application of coatings to provide structural integrity. Payment shall include all cleaning and surface preparation necessary for proper application of the coating materials.



Todd Slatin, Director  
Division of Procurement

All other terms and conditions of the bid and specifications are unchanged. This letter should be signed, attached to and become a part of your submittal.

COMPANYNAME: Leak Eliminators, LLC  
ADDRESS: 330 Lisle Industrial Ave., Lexington, KY 40511  
SIGNATURE OF BIDDER:  \_\_\_\_\_





<u>NAME</u>	<u>Company</u>	<u>Phone / EMAIL</u>
• MARK SANDERS	LFUCG	msanders@lexingtonky.gov
• JASON MARTIN	LFUCG	jmartin@lexingtonky.gov
• Brian Marcum	LFUCG	Brianm@lexingtonky.gov
• Kevia Wagner	LFUCG	kwagner@lexingtonky.gov
• Craig Morgan	LFUCG	cmorgan@lexingtonky.gov
• MIKE GREEN	INLINER SOLUTIONS	502.551.0247 mike.green@puriscorp.com
• Jesse Skinner	Sherwin-Williams	513-314-7310 jesse.p.skinner@sherwin.com
• Jason Martin	LFUCG	jmartin@lexingtonky.gov
• Doug Mitchell	Leak Eliminator	doug@leakeliminators.com
• Robert Kirkland	Spectrum Environmental	r.kirkland@spectrum.com
• Ryan Greiner	Spectrum Environmental	rgreiner@spectrum.com
• Brennan Ballard	Buchanan Contracting	B.Ballard@BuchananContracting.net 859-398-8167
• Drake Howard	Buchanan Contracting	dhoward@buchanancontracting.net 859-8068667
• Tyler Foley	Buchanan Contracting	T.Foley@BuchananContracting.net 859-274-6823

**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, unit price written in numbers and total amount bid (unit price x quantity) per line item 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 numbers then total amount bid per line item.

If a discrepancy between the unit price and the item total exists, the unit price prevails except:

If the unit price is illegible, omitted, or the same as the item total, item total prevails and the unit price is the quotient of the item total and the quantity.

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.

For a unit price based bid, the sum of the item totals is the bid amount the Division uses for bid comparison.

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 Technical Specifications shall govern all work.

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. Determination of the actual quantities and classification of unit price work performed by the Contractor will be made by the Engineer in accordance with the General Conditions.

<b>Part A: Administrative Bid Items</b>					
Item No.	Unit	Description	Estimated Quantity	Unit Price	Total Bid Amount
A1	LS	Mobilization, Traffic Control, Construction Staking and E&S Permitting	Do not add	Per TS2-1	Do not add
A2	LS	Bonds and Insurance	1	\$10,000.00	\$10,000.00
<b>SUBTOTAL: Part A (Items A1 through A2)</b>					

<b>Part B: Pipeline Rehabilitation and Replacement</b>					
Item No.	Unit	Description	Estimated Quantity	Unit Price	Total Bid Amount
B1A	SY	Remove Portland Cement Concrete Pavement	100	25.00	2,250.00
B1B	SY	Remove Sidewalk, Entrance Pavement	100	20.00	2,000.00
B1C	SY	Remove Bituminous Concrete Pavement	500	20.00	10,000.00

**Part B: Pipeline Rehabilitation and Replacement**

Item No.	Unit	Description	Estimated Quantity	Unit Price	Total Bid Amount
B2	LF	Remove Curb and Gutter	200	20.00	4,000.00
B3A	LF	Remove Pipes less than 24" - up to 8' deep	500	20.00	10,000.00
B3B	LF	Remove Pipes greater than 24" - up to 8' deep	200	22.50	4,500.00
B4	LF	Remove Fencing	500	3.00	1,500.00
B5	EA	Remove Headwalls and Inlet Structures	50	450.00	22,500.00
B6	EA	Type A Surface Inlet	10	3,000.00	30,000.00
B7	EA	Type B Surface Inlet	10	3,300.00	33,000.00
B8	EA	Curb Box Inlet Type A	20	3,600.00	72,000.00
B9	EA	Curb Box Inlet Type B	20	3,600.00	72,000.00
B10	EA	Curb Box Inlet Type C	20	3,800.00	76,000.00
B11	EA	Curb Box Inlet Type D	30	3,000.00	90,000.00
B12	EA	Curb Box Inlet Type B (KDOH)	5	3,600.00	18,000.00
B13	EA	Drop Box Inlet Type 13 (KDOH)	5	3,600.00	18,000.00
B14	EA	Drop Box Inlet Type 16 (KDOH)	5	3,600.00	18,000.00
B15	EA	18" Sloped and Flared Box Inlet-Outlet	2	3,000.00	6,000.00
B16	EA	24" Sloped and Flared Box Inlet-Outlet	2	3,200.00	6,400.00
B17	EA	30" Sloped and Flared Box Inlet-Outlet	1	4,400.00	4,400.00
B18	EA	36" Sloped and Flared Box Inlet-Outlet	1	5,000.00	5,000.00
B19	EA	Curb Box Inlet Type A - TOP	50	2,200.00	110,000.00
B20	EA	Curb Box Inlet Type B - TOP	50	2,400.00	120,000.00
B21	EA	Curb Box Inlet Type C - TOP	50	1,900.00	<del>95,000.00</del>
B22	EA	Curb Box Inlet Type B (KDOH) - TOP	5	1,800.00	9,000.00
B23	EA	Drop Box Inlet Type 13 (KDOH) - TOP	5	1,800.00	9,000.00
B24	EA	Drop Box Inlet Type 16 (KDOH) - TOP	5	1,800.00	9,000.00
B25	EA	Lex Storm Sewer Manhole (4' dia.) (0-8' No rock)	20	3,800.00	76,000.00
B26	EA	Lex Storm Sewer Manhole (5' dia.) (0-8' No rock)	10	5,500.00	55,000.00
B27	EA	Lex Storm Sewer Manhole (6' dia.) (0-8' No rock)	5	6,500.00	32,500.00
B28	EA	Manhole-Additional for adjustable frame and cover	10	1,200.00	12,000.00
B29	VF	Manhole-Additional vertical depth > 8' (4' dia.)	2	450.00	900.00
B30	VF	Manhole-Additional vertical depth > 8' (5' dia.)	2	600.00	1,200.00
B31	VF	Manhole-Additional vertical depth > 8' (6' dia.)	5	800.00	4,000.00
B32	EA	Pipe Tic-in into Manhole or Curb Box Inlet	200	700.00	140,000.00
B33A	LF	15" RCP Storm Sewer (0-8' No rock)	300	140.00	42,000.00
B33B	LF	18" RCP Storm Sewer (0-8' No rock)	200	160.00	32,000.00
B33C	LF	24" RCP Storm Sewer (0-8' No rock)	200	175.00	35,000.00
B33D	LF	30" RCP Storm Sewer (0-8' No rock)	100	190.00	19,000.00
B33E	LF	36" RCP Storm Sewer (0-8' No rock)	100	200.00	20,000.00
B34A	LF	15" HDPE Storm Sewer (0-8' No rock)	200	140.00	28,000.00
B34B	LF	18" HDPE Storm Sewer (0-8' No rock)	300	160.00	48,000.00
B34C	LF	24" HDPE Storm Sewer (0-8' No rock)	200	175.00	35,000.00
B34D	LF	30" HDPE Storm Sewer (0-8' No rock)	100	190.00	19,000.00
B34E	LF	36" HDPE Storm Sewer (0-8' No rock)	100	200.00	20,000.00
B35A	LF	15" PP Storm Sewer (0-8' No rock)	100	140.00	14,000.00
B35B	LF	18" PP Storm Sewer (0-8' No rock)	100	160.00	16,000.00
B35C	LF	24" PP Storm Sewer (0-8' No rock)	100	175.00	17,500.00



**Part B: Pipeline Rehabilitation and Replacement**

Item No.	Unit	Description	Estimated Quantity	Unit Price	Total Bid Amount
B35D	LF	30" PP Storm Sewer (0-8' No rock)	50	190.00	9,500.00
B35E	LF	36" PP Storm Sewer (0-8' No rock)	50	200.00	10,000.00
B36A	LF	15" Elliptical RCP Storm Sewer	50	140.00	7,000.00
B36B	LF	18" Elliptical RCP Storm Sewer	50	160.00	8,000.00
B36C	LF	24" Elliptical RCP Storm Sewer	50	175.00	8,750.00
B36D	LF	30" Elliptical RCP Storm Sewer	50	190.00	9,500.00
B36E	LF	36" Elliptical RCP Storm Sewer	50	200.00	10,000.00
B37A	EA	15" Straight Headwall	10	1,500.00	15,000.00
B37B	EA	18" Straight Headwall	10	1,650.00	16,500.00
B37C	EA	24" Straight Headwall	10	2,000.00	20,000.00
B37D	EA	15" Pipe Culvert Headwall	10	1,400.00	14,000.00
B37E	EA	18" Pipe Culvert Headwall	10	1,700.00	17,000.00
B37F	EA	24" Pipe Culvert Headwall	10	1,850.00	18,500.00
B37G	EA	30" Pipe Culvert Headwall	10	2,600.00	26,000.00
B37H	EA	36" Pipe Culvert Headwall	10	2,750.00	27,500.00
B38A	EA	15" Impact Stilling Basin	5	2,600.00	13,000.00
B38B	EA	18" Impact Stilling Basin	5	2,750.00	13,750.00
B38C	EA	24" Impact Stilling Basin	5	3,000.00	15,000.00
B38D	EA	30" Impact Stilling Basin	5	3,500.00	17,500.00
B39	SY	Paved Ditch	200	90.00	18,000.00
B40	EA	Point Repair, 15 to 18-inch pipe (depth 0 to 6.0 ft)	100	3,200.00	320,000.00
B41	EA	Point Repair, 15 to 18-inch pipe (depth 6.1 to 10.0 ft)	10	3,400.00	34,000.00
B42	EA	Point Repair, 15 to 18-inch pipe (depth 10.1 to 15.0 ft)	5	3,900.00	19,500.00
B43	EA	Point Repair, 24 to 36-inch pipe (depth 0 to 6.0 ft)	50	3,750.00	187,500.00
B44	EA	Point Repair, 24 to 36-inch pipe (depth 6.1 to 10.0 ft)	10	4,000.00	40,000.00
B45	EA	Point Repair, 24 to 36-inch pipe (depth 10.1 to 15.0 ft)	5	4,750.00	23,750.00
B46	EA	Pipe Plugging for Pipes less than or equal to 24"	3	1,200.00	3,600.00
B47	EA	Pipe Plugging for Pipes 30"- 48"	3	2,200.00	6,600.00
B48	EA	Manhole Rehabilitation 4' DIA	2	3,000.00	6,000.00
B49	EA	Manhole Rehabilitation 5' DIA	2	4,000.00	8,000.00
B50	EA	Manhole Rehabilitation 6' DIA	2	6,000.00	12,000.00
B51	EA	Curb Box Inlet Rehabilitation	2	3,000.00	6,000.00
B52	EA	Surface Inlet Rehabilitation	2	3,000.00	6,000.00
B53	EA	Headwall Trash Rack/Guard	2	1,750.00	3,500.00
<b>SUBTOTAL: Part B (Items B1 through B53)</b>					<b>2,495,600.00</b>

**Part C: Storm Sewer Line Investigation Bid Items**

Item No.	Unit	Description	Estimated Quantity	Unit Price	Total Bid Amount
C1	LF	Clean and CCTV 15 to 18-inch Pipe	2000	2.52	4,500.00
C2	LF	Clean and CCTV 24 to 30-inch Pipe	2000	3.25	6,500.00
C3	LF	Clean and CCTV >30-inch Pipe	1000	4.25	4,250.00
C4	LF	CCTV 15 to 18-inch Pipe	2000	2.00	4,000.00
C5	LF	CCTV 24 to 30-inch Pipe	2000	2.25	4,500.00

C6	LF	CCTV >30-inch Pipe	1000	3.00	3,000.00
C7	EA	CCTV Reverse Set-Up	20	50.00	1,000.00
C8	LF	Routine Cleaning, ≤15-inch Pipe	2000	2.00	4,000.00
C9	LF	Routine Cleaning, >15-inch Pipe	2000	2.50	5,000.00
C10	HR	Heavy Cleaning, ≤15-inch Pipe	80	275.00	22,000.00
C11	HR	Heavy Cleaning, > 15-inch Pipe	80	275.00	22,000.00
C12	LF	Mechanical Root Removal	100	5.00	500.00
<b>SUBTOTAL: Part C (Items C1 through C12)</b>					<b>81,250.00</b>

<b>Part D: CIPP Bid Items</b>					
Item No.	Unit	Description	Estimated Quantity	Unit Price	Total Bid Amount
D1	LF	CIPP, 12-inch Pipe	500	48.00	24,000.00
D2	LF	CIPP, 15-inch Pipe	2000	67.50	135,000.00
D3	LF	CIPP, 18-inch Pipe	2000	85.00	170,000.00
D5	LF	CIPP, 24-inch Pipe	2000	105.00	210,000.00
D6	LF	CIPP, 30-inch Pipe	1000	130.00	130,000.00
D7	LF	CIPP, 36-inch Pipe	1000	200.00	200,000.00
D8	LF	CIPP, 42-inch Pipe	500	240.00	120,000.00
D9	LF	CIPP, 48-inch Pipe	500	280.00	140,000.00
D10	EA	CIPP Point Repair, 12-inch Pipe	50	3,200.00	160,000.00
D11	EA	CIPP Point Repair, 15 to 18-inch Pipe	50	3,900.00	195,000.00
<b>SUBTOTAL: Part D (Items D1 through D11)</b>					<b>1,484,000.00</b>

<b>Part E: General Civil Bid Items</b>					
Item No.	Unit	Description	Estimated Quantity	Unit Price	Total Bid Amount
E1	CY	Embankment	200	125.00	25,000.00
E2	CY	Excavation	200	125.00	25,000.00
E3	CY	Topsoil Placement	200	45.00	9,000.00
E4	CY	Rock Excavation (Mechanical)	50	240.00	12,000.00
E5	LF	Saw cutting	2000	5.00	10,000.00
E6A	EA	Remove Tree (5" dia. to 12" dia.)	50	850.00	42,500.00
E6B	EA	Remove Tree (>12" dia. to 24" dia.)	10	2,000.00	20,000.00
E6C	EA	Remove Tree (>24" dia. to 36" dia.)	5	3,000.00	15,000.00
E6D	EA	Remove Tree (>36" dia. and up)	5	5,000.00	25,000.00
E7	TN	Dense Graded Aggregate Base	200	30.00	6,000.00
E8	TN	No. 2 Stone	200	32.00	6,400.00
E9	TN	No. 9 Stone	200	30.00	6,000.00
E10	TN	No. 57 Stone	200	30.00	6,000.00
E11	LB	Steel Reinforcement for Concrete	500	10.00	5,000.00
E12	CY	Unfinished Concrete less than 10 CY	200	270.00	54,000.00
E13	CY	Unfinished Concrete more than 10 CY	100	270.00	27,000.00
E14	CY	Formed Class A Concrete less than 10 CY	200	500.00	100,000.00
E15	CY	Formed Class A Concrete more than 10 CY	100	450.00	45,000.00
E16	SY	4-1/2" Concrete Sidewalk	1000	75.00	75,000.00

E17	SY	6" Concrete Sidewalk	200	90.00	18,000.00
E18	SY	6" Concrete Entrance Pavement	150	90.00	13,500.00
E19	SY	Sidewalk Ramp	50	90.00	4,500.00
E20	LF	Header Curb	200	50.00	10,000.00
E21	LF	Curb and Gutter, Type 1	200	50.00	10,000.00
E22	LF	Curb and Gutter, Type 4	200	60.00	12,000.00
E23	SF	Single Block Masonry Retaining Wall	200	60.00	12,000.00

**Part E: General Civil Bid Items**

Item No.	Unit	Description	Estimated Quantity	Unit Price	Total Bid Amount
E24	SY	Articulating Concrete Block	500	145.00	72,500.00
E25	TN	Bituminous Pavement Milling and Texturing	500	70.00	35,000.00
E26	TN	Bituminous Base	200	90.00	18,000.00
E27	TN	Class I, Bituminous Surface less than 50 tons	100	125.00	12,500.00
E28	TN	Class I, Bituminous Surface greater than 50 tons	300	100.00	30,000.00
E29	TN	Bituminous Material for Tack	5	250.00	1,250.00
E30	LF	Edge Key	500	12.00	6,000.00
E31	LF	Woven Wire Fence 4' height	100	10.00	1,000.00
E32	LF	Chain Link Fence 4' height	500	12.00	6,000.00
E33	LF	Privacy Fence 6' height	500	15.00	15,000.00
E34	SY	Seed And Protection	1000	15.00	15,000.00
E35	SY	Sodding	1000	25.00	25,000.00
E36	SY	Erosion Control Blanket	500	15.00	7,500.00
E37	TN	Check Dam	20	60.00	1,200.00
E38	LF	Silt Fence	2000	5.00	10,000.00
E39	EA	Storm Drain Inlet Protection	20	270.90	5,418.00
E40	SY	Filter Strip	50	30.00	1,500.00
E41	DAY	Construction Dewatering	2	1,000.00	2,000.00
E42	TN	Aggregate Channel Lining for Slope Protection	500	40.00	20,000.00
E43	CY	Gabion Mattress Channel Lining	50	250.00	12,500.00
E44	SY	Geotextile Construction Type I	500	10.00	5,000.00
E45	SY	Geotextile Construction Type II	200	10.00	2,000.00
E46	SY	Geotextile Construction Type III	200	10.00	2,000.00
E47	SY	Geotextile Construction Type IV	100	10.00	1,000.00
E48	CY	Flowable Fill	100	175.00	17,500.00
E49	SF	Detectable Warning Surface Tile-Imbedded	25	200.00	5,000.00
E50	HR	Vacuuming	8	295.00	2,360.00
E51	HR	Laborer	8	80.00	640.00
E52	HR	Foreman	8	100.00	800.00
E53	HR	Backhoe (Small) with Operator	8	125.00	1,000.00

E54	HR	Dump Truck (single axel) with Driver	8	110.00	880.00
E55	HR	Dump Truck (tri-axel) with Driver	8	125.00	1,000.00
E56	HR	Jackhammer with Operator	8	125.00	1,000.00
E57	HR	Skid Loader with Operator	8	125.00	1,000.00
<b>SUBTOTAL: Part E (Items E1 through E57)</b>					<b>927,368.00</b>

**TOTAL OF ALL BID PRICES FOR Storm Sewer System Cleaning/Rehabilitation (Parts A,B,C,D, & E) in words and figures. In case of discrepancy, the amount shown in words will govern.**

**Four million, nine hundred ninety eight thousand, two hundred eighteen dollars and zero cents**  
(\$ 4,998,218.00 ).

MAYOR LINDA GORTON



**LEXINGTON**

TODD SLATIN  
DIRECTOR  
DIVISION OF PROCUREMENT

**ADDENDUM #2**

**Bid Number: #40-2024**

**Date: April 12, 2024**

**Subject: Stormwater System Cleaning and Rehabilitation**

**Address Inquiries to:**  
**Brian Marcum**  
[brianm@lexingtonky.gov](mailto:brianm@lexingtonky.gov)

**TO ALL PROSPECTIVE SUBMITTERS:**

**Please be advised of the following clarifications to the above referenced bid:**

**The bid date is extended until Monday April 22, 2024 at 2:00 PM EST.**

**Please change in the advertisement for bids Item#7. Bid Security to be:**

**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 \$250,000.00. 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.



Todd Slatin, Director  
Division of Procurement



All other terms and conditions of the bid and specifications are unchanged. This letter should be signed, attached to and become a part of your submittal.

COMPANY NAME: Leak Eliminators, LLC  
ADDRESS: 330 Lisle Industrial Ave., Lexington, KY 40511  
SIGNATURE OF BIDDER: 





MAYOR LINDA GORTON



LEXINGTON

TODD SLATIN  
DIRECTOR  
DIVISION OF PROCUREMENT

**ADDENDUM #3**

Bid Number: #40-2024

Date: April 12, 2024

Subject: Stormwater System Cleaning and Rehabilitation

Address Inquiries to:  
Brian Marcum  
[brianm@lexingtonky.gov](mailto:brianm@lexingtonky.gov)

**TO ALL PROSPECTIVE SUBMITTERS:**

**Please be advised of the following clarifications to the above referenced bid:**

**Quantities on the Package Headers (Part A, B, C, D and E) have been changed to a quantity of 1 each.**

Todd Slatin, Director  
Division of Procurement

All other terms and conditions of the bid and specifications are unchanged. This letter should be signed, attached to and become a part of your submittal.

COMPANY NAME: Leak Eliminators, LLC

ADDRESS: 330 Lisle Industrial Ave., Lexington, KY 40511

SIGNATURE OF BIDDER:



## Inventory of Vehicles and Equipment Available

### VEHICLES

1991 International Dump Truck
1994 Isuzu Flatbed
1999 Chevy Box Van
1995 International Cure in Place Steam
2001 Isuzu Truck
2003 Isuzu Cutter Truck
2006 Chevy CUES Camera Truck
2001 Isuzu Box Van
2002 Isuzu Box Truck
2005 GMC Truck
2004 Isuzu Truck
1999 International Truck
2002 Chevy 7500 Dump Truck
1995 Ford F800 Truck
2005 International Steam Truck
1999 International Truck
2002 International Reefer Truck
2003 Ford F450 Dump Truck
1988 Mack Truck
2007 Chevy C4500
2005 Chevy C4500
2010 Freightliner Reefer
2006 Sterling Vac Truck
2004 International 7600
2006 Volvo VNM42T
2008 International Vactor
1999 Mack Dump Truck
2008 Chevy Silverado 150
2013 Chevy Silverado 250
2019 Ford F-250 Silver Delight
2019 TOYOTA 4RUNNER
2011 Ford Ranger
2009 FORD F250
2004 FORD F250
2008 Sterling Vactor 2100
2014 International Dump Truck
2009 Peterbuilt Dump Truck
2015 Isuzu NPR HD
2013 Ford F-150
2000 International 9100
2007 STERLING DUMP
2012 Freightliner Refer
2018 Ford E-450 Camera Truck
Various enclosed and flatbed trailers
2020 Gatormade Lowboy

### EQUIPMENT

EASEMENT MACHINE
99 Case 580L Backhoe
CIPP Shooter
OZII Camera w/ Controller
Shooter Pull Behind
Lumberjack 300
Mr. Manhole Cutter
Schwalm Camera System - Control Unit
ingersoll-Rand Air Compressor (185CFM)
Komatsu Forklift
2014 kawasaki mule
IHI Mini-Excavator 55
IHI Mini-Excavator 80
Takeuchi Skid Steer
Takeuchi Skid Steer
Takeuchi Skid Steer
Takeuchi Skid Steer
IHI Mini-Excavator 35
Miller bobcat welder/ generator
Toyota Forklift
IHI Excavator 80
IHI Excavator 80
Unt1998 John Deere Loader
Large Dameter CIPP Shooter
HARLEY RAKE
IHI Excavator 35
Miller 350p wire welder
Paladin Sweepster
2010 CAT Asphalt Roller
Hoe Ram
Vericure DTS System
Atlascopco Towable Air Compressor
Case Excavator
Crawl Camera
2020 Kobelco Excavator
CAT Skid Steer Loader
PortaBurst
PortaBurst Control Unit
PitBull 26, Fusion Machine



Attachment 2.

Past Jobs and Jobs in Progress

**LEAK ELIMINATORS - BIDDER QUALIFICATIONS**

Projects in Progress

Project Name	Location	Project Description / Key Personnel	Owner Contact Person	Design Engineer	Contract Price	Contract Date	Status
City of Georgetown Stormwater System Contract	Georgetown, KY	CCTV Inspection, pipe cleaning, and point repairs for Stormwater ----- Project Manager/Quality Control: Howard Douglas Project Superintendent/Safety: John Courtney	City of Georgetown Eddie Hightower 100 N. Court St. Georgetown, KY 40324 502-542-4089 (cell); 502-570-8272 (off)	City of Georgetown 100 N. Court St. Georgetown, KY 40324 502-570-8272	\$500,000.00	2023-2026	In Progress- Annual Contract 20% Complete
GMWSS Annual Contract	Georgetown, KY	Sanitary Sewer Rehab. Including cleaning, maintenance, construction, assessment. Using traditional excavation and trenchless technologies (CCTV, CIPP, point repairs & pipe-bursting). Also using Madewell Manhole rehab system. ----- Project Manager/Quality Control: Howard Douglas Project Superintendent/Safety: John Courtney	Georgetown Municipal Water & San. Sewer 1000 E. Main St. Georgetown, KY 40324	Georgetown Municipal Water & San. Sewer 1000 E. Main St. Georgetown, KY 40324	\$1,331,562.00	April 2021 - April 2024	In Progress- Annual Contract 90% Complete
LFUCG 2022 - 2023 Annual Contract	Lexington, KY	Sanitary Sewer Rehab. Including cleaning, maintenance, construction, assessment. Using traditional excavation and trenchless technologies (CCTV, CIPP, point repairs & pipe-bursting). ----- Project Manager/Quality Control: Jarrod Hunt Safety: Linda Mitchell	Lexington Fayette Urban Co. Gov. 125 Lisle Industrial Rd Lexington KY 40511 859-425-2435 (office)	LFUCG 301 Lisle Industrial Rd Lexington KY 40511 859-425-2435	\$5,000,000.00	July 2022 - July 2023	In Progress
LFUCG Storm Sewer System Cleaning and Rehabilitation Contract (2022-2024)	Lexington, KY	CCTV Inspection, pipe cleaning, and point repairs ----- Project Manager/Quality Control: Jarrod Hunt Safety: Linda Mitchell	Lexington Fayette Urban Co. Gov. Department of Water Quality 125 Lisle Industrial Ave, Ste 180 Lexington KY 40511 859-425-2216	LFUCG Dept of Water Quality 125 Lisle Industrial Rd, Ste 180 Lexington KY 40511 859-425-2216	1,000,000 per year	Aug 2022 - June 2024	In Progress

Completed Projects

Project Name	Location	Project Description	Owner Contact Person	Design Engineer	Contract Price	Contract Date	Completion Date	% of Own Workforce
LFUCG 2021-2022 Annual Contract	Lexington, KY	Sanitary Sewer Rehab. Including cleaning, maintenance, construction, assessment. Using traditional excavation and trenchless technologies (CCTV, CIPP, point repairs & pipe-bursting). ----- Project Manager/Quality Control: Jarrod Hunt Safety: Linda Mitchell	Lexington Fayette Urban Co. Gov. T.J Taylor 125 Lisle Industrial Rd Lexington KY 40511 859-425-2435 (office)	LFUCG 301 Lisle Industrial Rd Lexington KY 40511 859-425-2435	\$5,000,000.00	July 2021 - July 2022	July 2022	100%
LFUCG Storm Sewer System Cleaning and Rehabilitation Contract (2020-2022)	Lexington, KY	CCTV Inspection, pipe cleaning, end point repairs ----- Project Manager/Quality Control: Jarrod Hunt Safety: Linda Mitchell	Lexington Fayette Urban Co. Gov. Department of Water Quality Michael Clayborne 125 Lisle Industrial Ave, Ste 180 Lexington KY 40511 859-425-2216	LFUCG Dept of Water Quality 125 Lisle Industrial Rd, Ste 180 Lexington KY 40511 859-425-2216	1,000,000 per year	Aug 2020 - June 2022	June 2022	100%
LFUCG 2020-2021 Annual Contract	Lexington, KY	Sanitary Sewer Rehab. Including cleaning, maintenance, construction, assessment. Using traditional excavation and trenchless technologies (CCTV, CIPP, point repairs & pipe-bursting). ----- Project Manager/Quality Control: Jarrod Hunt Safety: Linda Mitchell	Lexington Fayette Urban Co. Gov. T.J Taylor 125 Lisle Industrial Rd Lexington KY 40511 859-425-2435 (office)	LFUCG 301 Lisle Industrial Rd Lexington KY 40511 859-425-2435	\$5,000,000.00	July 2020 - July 2021	July 2021	100%
		Sanitary Sewer Rehab. Including cleaning, maintenance, construction, assessment. Using	Lexington Fayette Urban Co. Gov	LFUCG				

<b>LFUCG Annual I&amp;I Contract (2019)</b>	<b>Lexington, KY</b>	traditional excavation and trenchless technologies (CCTV, CIPP, point repairs & pipe-bursting). ----- Project Manager/Quality Control: Jarrod Hunt Safety: Linda Mitchell	TJ Taylor 125 Lisle Industrial Rd Lexington KY 40511 859-425-2435	LFUCG 301 Lisle Industrial Rd Lexington KY 40511 859-425-2435	\$4,166,117.77	July 2019-July 2020	July 2020	100%
<b>Storm Sewer System Cleaning and Rehabilitation Contract (2019-2020)</b>	<b>Lexington, KY</b>	CCTV Inspection, pipe cleaning, and point repairs ----- Project Manager/Quality Control: Jarrod Hunt Safety: Linda Mitchell	Lexington Fayette Urban Co. Gov. Department of Water Quality Michael Clayborne 125 Lisle Industrial Ave, Ste 180 Lexington KY 40511 859-425-2216	LFUCG Dept of Water Quality 125 Lisle Industrial Rd, Ste 180 Lexington KY 40511 859-425-2216	\$665,131.62	June 2019 - July 2020	July 2020	100%
<b>Eastern KY University Kit Carson Sewer Line</b>	<b>Richmond, KY</b>	CCTV Inspection, cleaning, CIPP installation ----- Project Manager/Quality Control: Howard Douglas Project Superintendent/Safety: John Courtney	Eastern KY University Benton Kirby 521 Lancaster Ave. Richmond, KY 40475 859-622-5815 Benton.Kirby@eku.edu	Gary Burns Dept. of University Procurement Commonwealth 14th Floor #1411 Richmond, KY 40475 859-622-2246	\$64,350.00	May 2020 - July 2020	July 2020	100%

# Bid Security

A cashier's check has been delivered to LFUCG



OLD NATIONAL BANK

2311431

REMITTER

BRANCH # 081 Your bank. For life.

DATE

71-1/863

LEAK ELIMINATORS LLC

April 22, 2024

PAY TO THE

ORDER OF "LEXINGTON-FAYETTE URBAN COUNTY GOVT"

\$12,500.00

"Twelve Thousand Five Hundred Dollars and No Cents"

VOID AFTER 90 DAYS

*David Barkley, RB*

NAME AND TITLE

DAVID BARKLEY, RB

PRINTED NAME AND TITLE

CASHIER'S CHECK

⑈ 2311431⑈ ⑆086300012⑆ ⑈902000705⑈

THIS DOCUMENT HAS A COLORED BACKGROUND - NOT A WHITE BACKGROUND

# MWDBE Efforts

**PROPOSAL**

**ADE CONTRACTING,INC  
1044 DUNCAN RD  
LAWRENCEBURG, KY 40342**

**4/18/2024**

**ANGELA ENGLISH 859-621-7941  
HEATHER ENGLISH 859-753-8443**

**LEAK ELIMINATORS  
BID 40-2024  
STORM SYSTEM CLEANING AND REHABILITATION  
LEXINGTON, KY**

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
D11	4-1/2" CONCRETE SIDEWALK	1000.00	SY	\$190.00	\$190,000.00
D12	6" CONCRETE SIDEWALK	200.00	SY	\$195.00	\$39,000.00
D13	6" CONCRETE ENTRANCE PAVEMENT	150.00	SY	\$195.00	\$29,250.00
D14	SIDEWALK RAMP	50.00	SY	\$90.00	<u>\$4,500.00</u>
TOTAL ESTIMATED COST					\$229,000.00

\*\*does not include traffic control  
General responsible for dump site and any associated costs

THANK YOU,

ANGELA D ENGLISH  
ADE CONTRACTING, INC  
859-621-7941

**From:** Linda Mitchell linda@leakeliminators.com  
**Subject:** Quote for Storm sewer rehab supplies  
**Date:** April 12, 2024 at 12:18 PM  
**To:** sales@smprecast.com



Thanks for helping on this! Attached are the bid items. I understand that we typically use your company for manhole rehab supplies & accessories.

Respectfully,  
Linda Mitchell  
Leak Eliminators  
859-351-2629 (cell)



Bid Items for  
Quotes.pdf

On 4/12/2024, reached out to S&M Precast to supply materials. Followed up with a phone call on 4/18/2024. They agreed to give a quote, but a quote hasn't been received as of 4/22/2024.

**PART IV**  
**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).

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

4.2.3.1 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,

4.3.1.2 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.

### **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 General Manager**

CONTRACTOR shall always keep during Contract progress a COMPETENT General Manager, who shall not be replaced without written notice to OWNER except under extraordinary circumstances. Owner must approve this person. Owner may request removal and replacement of General Manager at any time. If so, Contractor shall have thirty (30) days to make replacement. The General Manager will be CONTRACTOR'S main representative for all technical, billing, data management, subcontractor coordination, and complaint resolutions and shall have authority to act on behalf of CONTRACTOR. The General Manager shall spend a minimum of eighty (80) percent of their time in the office. All communications given to the General Manager shall be as binding as if given to CONTRACTOR.

### **5.4 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.

### **5.5 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.

### **5.6 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.

#### **5.6.1 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.

#### 5.6.2 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.

#### 5.7 **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.

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

##### 5.8.1 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.

##### 5.8.2 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.

**5.8.3 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.

**5.9 Subcontractors, Suppliers, and Others**

**5.9.1 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.

**5.9.2 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.

**5.9.3 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.

5.9.4 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.

5.9.5 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.

5.9.6 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.

## **5.10 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.

## **5.11 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.

## **5.12 Laws and Regulations**

### **5.12.1 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.

### **5.12.2 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.

## **5.13 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.

## **5.14 Use of Premises**

### **5.14.1 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.

#### 5.14.2 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.

#### 5.14.3 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.

### 5.15 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.

### 5.16 Shop Drawings and Samples

#### 5.16.1 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.

5.16.2 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.

5.16.3 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.

5.16.4 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.

5.16.5 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.

5.16.6 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.

**5.16.7 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.

**5.17 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.

**5.18 Erosion and Sediment Control**

**5.18.1 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 Corp 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.

### 5.18.2 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 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 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 like 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 paragraphs 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 an Inspector 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 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 Decision 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 Change**

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 because 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**

Based on 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 based on 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 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**

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 based on 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 based on 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 based on 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 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.

### **11.4 Contract Renewal**

The contract time is for one (1) year. The contract can be renewed up to four (4) additional times at the Owner's discretion.

## **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 the 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 Payment**

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 retainages 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 Payment**

#### **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-one (51%) 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**  
**INDEX**

1) BLASTING ..... SC-2

2) RISK MANAGEMENT PROVISIONS –INSURANCE AND INDEMNIFICATION ..... SC-2

3) WAGE SCALE (if applicable) ..... SC-7

**1) BLASTING**

No Blasting is permitted under this contract.

**2) RISK MANAGEMENT PROVISIONS INSURANCE AND INDEMNIFICATION**

**INDEMNIFICATION AND HOLD HARMLESS PROVISION**

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

## **FINANCIAL RESPONSIBILITY**

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

## **INSURANCE REQUIREMENTS**

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

### **Required Insurance Coverage**

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

### **Minimum Scope of Insurance**

Coverage shall be at least as broad as:

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

Minimum Limits of Insurance

Contractor shall maintain limits no less than:

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

The policies above shall contain the following conditions:

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

Builder's Risk (Course of Construction) Insurance



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

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

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

#### *Claims Made/Pollution Legal*

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

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

#### *Surety Bonds*

Contractor shall provide the following Surety Bonds:

1. A bid bond.
2. A performance bond.
3. A payment bond.

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

### Renewals

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

### Deductibles and Self-Insured Programs

**IF YOU INTEND 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 THE RESPONSE DATE.**

Self-insurance programs, deductibles, and self-insured retentions in insurance policies are subject to separate approval by Lexington-Fayette Urban County Government's Division of Risk Management, upon review of evidence of BIDDER/CONTRACTOR's financial capacity to respond to claims. Any such programs or retentions must provide LFUCG with at least the same protection from liability and defense of suits as would be afforded by first-dollar insurance coverage. If BIDDER/CONTRACTOR satisfies any portion of the insurance requirements through deductibles, self-insurance programs, or self-insured retentions, BIDDER/CONTRACTOR agrees to provide Lexington-Fayette Urban County Government, Division of Risk Management, the following data prior to the final acceptance of bid and the commencement of any work:

- a. Latest audited financial statement, including auditor's notes.
- b. Any records of any self-insured trust fund plan or policy and related accounting statements.
- c. Actuarial funding reports or retained losses.
- d. Risk Management Manual or a description of the 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.

### Safety and Loss Control

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

### Verification of Coverage

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

Subcontractors

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

Right to Review, Audit and Inspect

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

**DEFAULT**

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

**3) WAGE SCALE**

Not applicable.

END OF SECTION

**PART VI**  
**CONTRACT AGREEMENT**  
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3. ISSUANCE OF WORK ORDERS .....	CA-2
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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 quantities needed by the Lexington Fayette Urban County Government (Dollars\$) and Cents (\$) quoted in the proposal by the CONTRACTOR, dated March, 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 by **The Engineer** for the **BID 40-2024 Storm Sewer System Cleaning/Rehabilitation Project**

**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 **three hundred sixty five (365)** calendar days. The time shall begin **ten (10)** days after the CONTRACTOR is given the Notice to Proceed with the Work. **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 **\$400.00 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, loses, additional engineering, additional resident representation and other cost 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.

**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, the General Conditions, Performance and Payment Bonds, Contract Agreement, Special Conditions, 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.

**10. THE FOLLOWING IS AN ENUMERATION OF THE SPECIFICATIONS AND DRAWINGS (CONTRACT DOCUMENTS):**

**SPECIFICATIONS**

SECTION NO.	TITLE	PAGES		
I	Advertisement for Bids	AB-1	thru	AB-5
II	Information for Bidders	IB-1	thru	IB-9
III	Form of Proposal	P-1	thru	P-41
IV	General Conditions	GC-1	thru	GC-50
V	Special Conditions	SC-1	thru	SC-8
VI	Contract Agreement	CA-1	thru	CA-5
VII	Performance and Payment Bonds	PB-1	thru	PB-7
VIII	Addenda	A-1	thru	A-1
IX	Technical Specifications:	TS-1	thru	TS-8
Section 1	General Scope and Special Provisions.....	TS1-1	–	TS1-11
Section 2	Administrative Bid Items.....	TS2-1	–	TS2-2
Section 3	Pipeline Rehabilitation and Replacement Bid Items.....	TS3-1	–	TS3-20
Section 4	Storm Sewer Investigation Bid Items .....	TS4-1	–	TS4-6
Section 5	Cured-in-Place (CIP) Liner.....	TS5-1	–	TS5-9
Section 6	General Civil Bid Items .....	TS6-1	–	TS6-36
Section 7	Sample Forms and Standard Drawings.....	TS7-1	–	TS7-7
Section 8	Public Right-Of-Way Ordinance .....	TS8-1	–	TS8-21

IN WITNESSETH 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:

[Signature]  
Clerk of the Urban County Council

BY: [Signature]  
MAYOR

[Signature]  
(Witness)

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

(Seal)

Leak Eliminators, LLC.  
(Contractor)

Vickie Rivas  
(Secretary)\*

BY: [Signature]

Brandi Morse, Notary Public  
(Witness) KYNPI258

President  
(Title)

330 Lisle Industrial Ave. Lexington KY  
(Address and Zip Code) 40511

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**  
**PERFORMANCE AND PAYMENT BONDS**

1. PERFORMANCE BOND .....PB-2
2. PAYMENT BOND..... PB-5

**PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS, that

---

(Name of CONTRACTOR)

---

(Address of CONTRACTOR)

---

(Corporation, Partnership, or Individual), hereinafter

called Principal, and

---

(Name of Surety)

---

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

**LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**

**200 East Main Street, Third Floor  
Lexington, Kentucky 40507**

hereinafter called "OWNER" in the penal sum of: Two Hundred Fifty Thousand Dollars, (\$250,000), 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 a Contract with OWNER for **STORM SEWER SYSTEM CLEANING/REHABILITATION** in accordance with drawings and specifications prepared by: **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT DIVISION OF WATER QUALITY** which Contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal shall promptly and faithfully perform said 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 Contract, the OWNER having performed OWNER'S obligations there under, the Surety may promptly remedy the default, or shall promptly:

- (1) Complete the Contract in accordance with its terms and conditions or
- (2) Obtain a bid or bids for completing the 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 a 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 Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract Price; 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 Contract Price", as used in this paragraph shall mean the total amount payable by OWNER to Principal under the 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 two (2) years 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 \_\_\_\_\_ each one of which shall be \_\_\_\_\_ (number)

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 as to Surety

\_\_\_\_\_  
(Address)  
\_\_\_\_\_

\_\_\_\_\_  
TITLE: \_\_\_\_\_  
Surety

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

TITLE: \_\_\_\_\_

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

**PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENT: that

---

(Name of Contractor)

---

(Address of Contractor)

---

hereinafter called (Corporation, Partnership or Individual)

Principal, and

---

(Name of Surety)

---

(Address of Surety)

hereinafter 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, for the use and benefit of claimants as hereinafter defined, in the amount of Two Hundred Fifty Thousand Dollars (\$250,000) the payment 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 a Contract with OWNER for **STORM SEWER SYSTEM CLEANING/REHABILITATION** in accordance with drawings and specifications prepared by: **LEXINGTON-FAYETTE URBAN COUNTY**

**GOVERNMENT DIVISION OF WATER QUALITY** which Contract is by reference made a part hereof, and is hereinafter referred to as the 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 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 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 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 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. **AN ADDITIONAL BOND SHALL BE REQUIRED WITH EACH ADDITIONAL PURCHASE ORDER ISSUED (NOT TO EXCEED \$250,000.00).**

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

(SEAL) BY: \_\_\_\_\_ (s)  
\_\_\_\_\_  
(Address)  
\_\_\_\_\_

\_\_\_\_\_  
(Witness to Principal)  
\_\_\_\_\_  
(Address)  
\_\_\_\_\_

ATTEST: \_\_\_\_\_  
(Surety)  
\_\_\_\_\_  
(Surety) Secretary BY: \_\_\_\_\_  
(Attorney-in-Fact)

(SEAL) \_\_\_\_\_  
Witness as to Surety (Address)  
\_\_\_\_\_  
(Address) \_\_\_\_\_  
\_\_\_\_\_

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



END OF SECTION

**PART VIII**

**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</u>		
	<u>Number</u>	<u>Title</u>	<u>Date</u>
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____
5.	_____	_____	_____

**PART IX**

**TECHNICAL SPECIFICATIONS**

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SECTION 2 ADMINISTRATIVE BID ITEMS ..... TS2-1 – TS2-2

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## TECHNICAL SPECIFICATIONS

### SECTION 1

#### GENERAL SCOPE & SPECIAL PROVISIONS

##### 1.01 GENERAL SCOPE OF WORK PERFORMED UNDER THIS CONTRACT

###### A. PURPOSE

The purpose of this section is to define inspection, cleaning, and repair methods to the Lexington-Fayette Urban County Government's storm sewer system.

B. The Contractor shall provide all materials, labor, supervision, and equipment necessary for completion of the Contract. The Contract Documents are intended to provide the basis for proper completion of the work suitable for the intended use of the Owner. Anything not expressly set forth but which is reasonably implied or necessary for proper performance of the Project shall be included.

C. Continuous Operations: The existing system must be maintained in continuous operation in such a manner that it meets all local, state, and federal requirements. The contractor is responsible not to deactivate, demolish, or interfere with any system component required for continuous operation until a new or temporary permanent-like system has been installed and is operational. The Contractor is responsible for payment of all fines resulting from any action or inaction on his part or the part of his subcontractors during performance of the Work that causes the facility/facilities to operate in an illegal manner or fail to operate in a legal manner.

##### 1.02 SCOPE OF WORK

A. This contract provides for the following correction measures:

1. Cleaning – Clean storm lines, structures, or detention/retention basins, or other stormwater features as identified by work order from Engineer.
2. Internal Inspection – TV and videotape all storm lines identified by work order from Engineer.
3. Storm Sewer Point Repairs – Excavate and repair storm sewer by work order from Engineer.
4. Mechanical Debris Removal – Remove all heavy debris in those sewers identified by work order from Engineer.
5. Manhole Repair – Repair those manholes where identified by work order from Engineer.
6. Cured-In-Place (CIP) – CIP all sewers where identified by work order from Engineer.
7. OTHER – Stormwater related issues not included in items 1 thru 6 paid thru Time and Materials or Reimbursement Line Items if no line item is listed in the bid schedule.

1.03 DESIGNATION OF PARTIES

All references in the specifications, contract documents and drawings to "Owner" shall mean the Lexington-Fayette Urban County Government (LFUCG); all references to "Engineer" shall mean the LFUCG Division of Water Quality or authorized representative.

1.04 ACCESS TO AND INSPECTION OF WORK

Representatives of the Kentucky Department of Occupational Safety and Health (OSHA) shall at all times have full access to the project sites for inspection of the work accomplished under this contract and for inspection of all materials intended for use under this contract. The contractor shall provide proper facilities for such access and inspection.

1.05 UTILITIES REQUIRED BY CONTRACTOR

All water, electric current and/or utility service required by the Contractor shall be furnished at his/her own expense.

1.06 TAXES, WORKMEN'S COMPENSATION AND PREVAILING WAGE

Proposals shall be made to include any applicable taxes on payrolls, materials, equipment, vehicles, utilities, etc., including the Kentucky Sales Taxes and shall include compensation for such taxes on all work under this contract.

The Contractor 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 social security. The Contractor 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 and actual tax liability in connection with the execution or performance of this contract.

Federal or state wage rates and regulations, if required for this Contract, will be as described in the Special Conditions Section. State Wage Scale is not required on this contract.

1.07 WORK ON PRIVATE PROPERTY

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

B. In connection with work performed on "private property", the Contractor shall confine his equipment, the storage of materials and the operations of his workmen to rights-of-way provided for the project by the Owner, and shall take every precaution to avoid damage to the buildings, grounds and facilities of the owners of private property. The Contractor shall be responsible for any damages to public and/or private property resulting from any work under this contract. If, in the Engineer's judgment, prior to or during a repair, it becomes evident that resultant damage will occur, the Engineer shall have the option to change the repair to a Time and Materials basis.

C. Other responsibilities involving access to work shall be as provided for in the General Conditions Section.

- D. No work shall take place on private property until the property owner has been contacted and a person spoken to. Door hangers are not an acceptable means of contact. At the time of contact, the scope of work shall be discussed and a time frame for the work to occur shall be set. Restoration of site shall also be discussed and an agreement met on restoration at this time. If this schedule cannot be met, the property owner must be contacted again and a new schedule set. Pictures or video shall be taken before work is initiated. Fences, walls, hedges, shrubs, etc., shall be carefully removed, preserved, and replaced when the construction work is completed. No separate payment shall be allowed for removal and replacement of fencing as necessary, to restrain livestock or domestic pets. Grassed areas, other than lawns, shall be graded, fertilized and sodded or seeded when construction is completed in accordance with the requirements of these Technical Specifications and is included in price of repairs.
1. The Contractor must inform the property owners of the proper method of care for the sod once the sod has been replaced, (see Technical Specification Section for Sod Replacement).
  2. Trees and shrubs shall be replaced under separate contract or time and material. The Contractor shall inform the Engineer prior to any construction that may damage or destroy trees on private property. The Contractor shall also provide a list of destroyed trees to the LFUCG prior to or during planting season.
  3. Care shall be taken by the Contractor to remove only the trees, brush, shrubs, etc., necessary for pipeline installation while working on private property. All cleared and grubbed materials shall be removed from the site and disposed of at the Contractor's expense.
  4. When construction is completed, the facilities and grounds of the private property owners shall be restored to as good or better condition than found within 5 working days at the Contractor's expense. Pictures taken prior to work shall be referenced for pre and post assessments.
- E. Foundation shoring and bracing is a separate pay item to be paid on a time and materials basis when approved by the Engineer. Excavations to be made below the bottom of the foundation, shall be supported by shoring, bracing or underpinning as long as the excavation shall remain open or thereafter if required to insure the stability of the foundation, and the Contractor shall be held strictly responsible for any damage to said foundations.
1. As the primary objective, this project is to make cost effective repairs to damaged infrastructure. The Engineer will, in most cases, direct the contractor to not perform repairs adjacent to foundations.
- F. It shall be the Contractor's responsibility to notify private property owners **A MINIMUM OF ONE WEEK** in advance prior to any site access. **Contractor must speak to a person.** Repair notices must be distributed to these property owners. These repair notices will inform the resident the type of work being conducted, and area will be sodded (if determined by the Engineer). The names and addresses of notified private property owners shall be recorded on distribution logs and said logs shall be delivered to the Division of Water Quality 48 hours prior to the commencement of work. **If not received work cannot begin.** Sample of notice and log forms are in Section 11.

- G. In an effort to minimize potential restoration disagreements with private property owners, **the Contractor shall be required to take “Pre-Build” record digital photographs and video of the work sites a copy of these photos are to be submitted to the Engineer and are not a separate pay item.** It shall also be the Contractor’s responsibility to maintain said photographs for future use.

1.08 RIGHT-OF-WAY REQUIREMENTS

- A. Public Right-of-Way shall be maintained on state and LFUCG highways and streets at all times during inspection and/or construction of pipelines across or alongside said highways and streets. On LFUCG maintained streets and alleys, the Contractor shall obtain any permits related to or required by, the Work in this Contract. Permit costs shall be included in line item price. A copy of the Public Right-of-Way Ordinance (Ordinance No. 166-2002) is included. (See section 17C-8).
- B. It shall be the Contractors responsibility to coordinate with the Division of Traffic Engineering (859) 425.2255 and obtain all necessary permits prior to performing any construction work, which might interfere with traffic or compromise the public welfare or safety.
- C. Access to all existing subdivisions and private residences shall also be maintained unless otherwise directed.
- D. When work is completed, the facilities and grounds of the public right-of-way shall be restored to as good or better condition than found within 5 working days at the Contractor’s expense. Pictures taken prior to work shall be referenced for pre and post assessments.

1.09 EROSION AND SEDIMENT CONTROL

All excavation activities involved in this contract shall comply with Chapter 11 of the LFUCG’s Stormwater Manual. A copy of the Stormwater Manual can be found at [https://drive.google.com/file/d/0B\\_VhcJmdL\\_nhTThoZnJsWlBmZkk/view](https://drive.google.com/file/d/0B_VhcJmdL_nhTThoZnJsWlBmZkk/view)

Erosion control refers to efforts to maintain soil on a construction site. Sediment control refers to keeping the material that erodes from leaving the site.

The preparation of an erosion and sediment control plan integrating the non- structural and structural practices and procedures is a requirement for all construction projects that disturb one acre or more. The plan shall be submitted to the LFUCG Division of Engineering before beginning construction. Once the erosion and sediment control practices have been constructed, a grading permit can be obtained. For more information on permits, see the latest version of the Lexington-Fayette Urban County Council Division of Water Quality Storm Water Manual.

Work for all Erosion and Sediment Control shall be in accordance to the Lexington-Fayette Urban County Government Standard Drawings and the latest version of the LFUCG DWQ Storm Water Manual and shall include all labor, excavation, materials, equipment, and incidentals necessary to complete the work.

#### 1.10 SCHEDULING OF WORK AND REPORTING

The contractor shall make daily contact with the OWNER to coordinate the daily work schedule. If conditions do not allow for daily work progress the contractor shall inform the OWNER no later than 8:00am.

On a weekly basis, the Contractor shall provide the Engineer with a tentative one-week work schedule. **This schedule shall be completed and delivered to the Engineer by Thursday morning of each week.** The Contractor shall make every effort to thoroughly plan his work and shall adhere to the schedule as closely as possible. **Daily work logs will be turned in weekly.** The Contractor shall turn in a copy of their Daily Work Logs which shall list any pay items performed that day on Mondays for the prior week (unless Monday is a holiday then the next work day). Without this schedule no work is to begin.

#### 1.11 RECORD DRAWINGS

The Contractor shall keep accurate records on the construction progress (type of work performed, extent of repairs, location, etc.) on a day-to-day basis. A qualified representative of the Contractor shall enter these into a construction logbook. Entries and notations shall be made in a neat and legible manner, and these logs delivered to the Engineer upon completion of construction. Approval for final payment will be contingent upon compliance with this provision.

#### 1.12 DRAWINGS AND INFORMATION TO BE FURNISHED BY THE CONTRACTOR

- A. The Contractor shall review and check shop drawings and submittals. He shall indicate his review by initials and date, and shall also reference each of the applicable items, section or division of the specifications. If the drawings or submittals deviate from the Standard Drawings or these Technical Specifications, the Contractor shall advise the Engineer, in writing, of the deviation and the reasons therefore.
- B. In the event the Contractor obtains the Engineer's acceptance for the use of material or equipment other than that which is shown on the Standard Drawings or these Technical Specifications, the Contractor shall, at his own expense, and using methods acceptable to the Engineer, make any changes to structures, piping, electrical work, etc., that may be necessary to accommodate this equipment.
- C. Review by the Engineer of shop drawings or submittals of material and equipment shall not relieve the Contractor from the responsibility of furnishing same of proper dimension, size, quality, quantity, materials, and all performance characteristics to efficiently perform the requirements and intent of the Standard Drawings and these Technical Specifications. Review shall not relieve the Contractor from responsibility for errors of any kind on the shop drawings. Review is intended only to assure conformance with the design concept of the project and compliance with the information in the Standard Drawings and these Technical Specifications.



### 1.13 COMPLIANCE WITH SAFETY REGULATIONS

- A. The equipment items and work furnished shall comply with all governing federal and state laws regarding safety, including all requirements of the Occupation and Safety Act of 1970 (OSHA).
- B. It shall be the contractor's responsibility to provide signs, traffic control devices, and all equipment and devices needed to comply with OSHA rules and regulations throughout the duration of this contract and is to be included in the cost of work to be done, except for flaggers or arrow boards which must be approved by the Engineer and will be a separate pay item. Flagmen shall be trained and equipped to regulate traffic when construction operations or traffic encroach on public traffic lanes.
- C. Contractor shall abide by local and state regulations governing utility construction work.
- D. Traffic control shall be provided according to the Kentucky Department of Highways Manual on Uniform Traffic Control devices for Streets and Highways.

### 1.14 MAINTENANCE AND OPERATIONS MANUAL

- A. Every piece of equipment furnished and installed shall be furnished with complete maintenance and operations manuals. These shall be detailed in instructions to the Owner's personnel.
- B. All bulletins, brochures, instructions, parts lists, and warranties packaged with and accompanying materials and products delivered and installed on the project shall be saved and transmitted to the Owner through the Engineer.

### 1.15 PERFORMANCE BONDS AND PAYMENT BONDS

- A. Performance bonds and payment bonds (Part VII), as specified in Article 10 of this Contract in INFORMATION FOR BIDDERS, shall continue for a period of one (1) year after acceptance of the work by the Owner and Engineer. These bonds shall be executed on the forms provided as part of the Contract Documents.
- B. If the Contract is extended for additional years, the Performance and Payment bonds must be renewed prior to the extension.

### 1.16 CONCRETE PAVEMENT REMOVAL

- A. Some excavations for mainline point repairs, storm sewer line removal and replacement, will require concrete pavement removal. The Contractor shall furnish all Supervision, labor, equipment, and materials for this work.
- B. Removal of Portland cement concrete is not a separate pay item.

### 1.17 ROCK REMOVAL

- A. No rock blasting is anticipated for this project. Any necessary rock removal shall be accomplished by mechanical means. Rock removal will be paid by the cubic yard and shall include the cost of all equipment necessary for removal. (see Bid Schedule). Concrete filled ditches as well as concrete encased around pipe shall be considered trench rock and paid by the cubic yard.

## 1.18 OBSTRUCTIONS

- A. 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.
- B. The Contractor shall notify 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.
- C. 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.

The following is a list of office and personnel from whom the Contractor may be able to obtain information on the exact location of utility installations. These numbers were current at time bid was prepared, the Contractor is responsible for verifying all numbers/contacts.

Kentucky 811- 811 or 800-752-6007

AT&T Kentucky - BellSouth  
894 E Main St Ext  
Georgetown, KY 40324

Contact: Frank Ambrose  
502-867-8240; cell 859-753-8377  
[Fa2207@att.com](mailto:Fa2207@att.com)

Kentucky Utilities Company  
500 Stone Road  
Lexington, KY 40503

Contact: Miles Waskey  
859-367-4263  
[miles.waskey@lgc-ku.com](mailto:miles.waskey@lgc-ku.com)

Spectrum/Charter  
1575 Winchester Rd., Ste 140  
Lexington, KY 40505

Contact: Ralph McDonie  
(859) 514-2417  
[Ralph.Mcdonie@charter.com](mailto:Ralph.Mcdonie@charter.com)

Kinetic/Windstream Communications  
932 Citation Blvd  
Lexington, KY 40511

Contact: Steve Johnson  
859-357-6209; 859-321-2035  
[steve.johnson@windstream.com](mailto:steve.johnson@windstream.com)

Contact: Josh Smith  
502-264-7037  
[joshua.smith@windstream.com](mailto:joshua.smith@windstream.com)

Kentucky American Water  
2300 Richmond Road  
Lexington, KY 40502

Contact: John Magner  
859-559-9514  
[John.Magner@amwater.com](mailto:John.Magner@amwater.com)

Columbia Gas of Kentucky, Inc.  
2001 Mercer Road  
P.O. Box 14241  
Lexington, KY 40512

Contact: David Lemons  
859-288-0249  
[dnlemons@nisource.com](mailto:dnlemons@nisource.com)

Metronet  
130 W. Tiverton Way, Suite 160  
Lexington, KY 40503

Contact: Wesley Maynard  
[Wesley.Maynard@metronet.com](mailto:Wesley.Maynard@metronet.com)  
859-556-0822; Cell 606-794-2764

Contact: Steve Hamilton  
502-443-4153

Lumen/Century Link/  
TelCove Level 3 Communications  
10200 Forest Green Boulevard Lyndon, Suite 112  
Louisville, KY 40223

Contact: Tim Sewell  
502-389-4812; cell 502-295-0940  
[tim.sewell@lumen.com](mailto:tim.sewell@lumen.com)

Verizon  
250 E. 96th St., Suite #300  
Indianapolis, IN 46240

Contact: Leonard Strickland  
317-504-5456  
[leonard.strickland@verizonwireless.com](mailto:leonard.strickland@verizonwireless.com)

Lexington-Fayette Urban County Government  
Division of Water Quality – Sanitary Sewers  
301 Lisle Industrial Avenue  
Lexington, KY 40511

Contact: Chris Dent, P.E.  
859-425-2454  
[cdent@lexingtonky.gov](mailto:cdent@lexingtonky.gov)

Lexington-Fayette Urban County Government  
Division of Water Quality – Storm Sewers  
125 Lisle Industrial Avenue  
Lexington, KY 40511

Contact: Mark Sanders, P.E.  
859-258-3426  
[msanders@lexingtonky.gov](mailto:msanders@lexingtonky.gov)

Lexington-Fayette Urban County Government  
Traffic Engineering  
101 E. Vine Street, Suite 300  
Lexington, KY 40507

Contact: Jeffery Neal  
859-258-3830  
[jneal@lfucg.com](mailto:jneal@lfucg.com)

CSX Transportation (Railroad)

Contact: Larry Noland  
(859) 255-0535

LFUCG Division of Streets & Roads

Contact: Rob Allen  
(859) 258-3451

LFUCG Parks and Recreation  
(859) 288-2982

Contact: Michelle Kosieniak

## 1.19 WARRANTY AND ACCEPTANCE

- A. The Contractor shall warranty all work to be free of defects in workmanship or materials for a period of one year from the date of completion of all construction. If work meets these specifications, a letter of acceptance, subject to the one-year warranty period, shall be given at the time of completion. A final acceptance letter shall be given upon final inspection at the

end of the warranty period, provided the work still complies with these specifications. In the event deficiencies are discovered during the warranty period, they shall be corrected by the Contractor before the final acceptance. The determination of the necessity during the warranty period for the Contractor to repair or replace the work in whole or in part shall rest with the Owner whose decision in the matter shall be final and obligatory upon the Contractor.

- B. All work covered by the Public Right-of-Way Ordinance shall be warranted by the Contractor for a period of two years from the date of completion of work.

1.20 EMERGENCIES

The Contractor shall provide the Owner and Engineer with an emergency telephone number where he or his coordinator may be reached on a 24 hour, daily basis. The Contractor, upon notification by the Owner of needed emergency repairs, shall start such work within four hours and complete such work within twelve hours of said notification by telephone. If repairs are not started or completed within the above time limits, the Owner, at its option, shall make such repairs and invoice the Contractor the actual cost of labor, equipment, and materials plus actual overhead. The Contractor shall also be liable for costs of pumping sewage, if done by the Owner, as an emergency measure.

1.21 COMMUNICATIONS

The Contractor shall also provide, for the duration of the contract, for the Owner's representative(s) a means of direct communication acceptable to the Engineer. This may be in the form of a cell phone number or email address. The form of communication and pertinent information related to the mode of communication must be provided to the Engineer and/or the Owner prior to start of construction.

1.22 HIGHWAY RIGHT-OF-WAY MARKERS

The Contractor shall accurately reference all highway right-of-way markers and LFUCG survey monuments that are destroyed or displaced by construction under this Contract, and shall restore and replace all such destroyed or displaced right-of-way markers in kind accurately and complete in place. This replacement shall be coordinated with the Engineer prior to completion.

1.23 STANDARD DRAWINGS

Any reference to Standard Drawings herein refers to the "Standard Drawings 2017" and "The Division of Engineering Manuals" issued by the Lexington-Fayette Urban County Government, Department of Environmental Quality, Division of Engineering. The Contractor is advised to obtain a copy of all these documents prior to the commencement of any contract work.

1.24 DAILY CLEAN-UP

At the end of each working day, the Contractor shall conduct a daily clean-up of trash, product containers, and misc. debris, at the individual work sites where he has performed or is performing repairs, as directed by the Engineer.

1.25 TEMPORARY TRENCH PROTECTION

In the event that repairs cannot be completed by the end of the normal working day, this being between the hours of 8:00am to 4:30pm temporary fencing and flash barricades shall be installed around the open trench as necessary to ensure that the open pit is highly visible and to impede access. In streets that must be opened to traffic prior to completion of the repair, the trench shall be covered with steel plates capable of bearing traffic loads. At no time shall traffic be allowed to run on DGA or any other stone backfill. If plates are not utilized, temporary blacktop or cold patch may be substituted at no additional cost.

1.26 FINAL CLEAN-UP

The work will not be considered as completed and payment will not be made until all final clean-up is complete and the Contractor has effected site restoration in a manner satisfactory to the Engineer. The final clean-up of each individual work site shall be performed within 5 working days of the storm sewer repair work. Any excess material shall be removed from site at no additional cost and shall be incidental to the line-item work being performed.

1.27 FEDERAL, STATE, AND LOCAL LAWS

It shall be the Contractor's responsibility to research, understand, and comply with all federal, state, and local laws, codes, regulations, ordinances, etc., which relate to performing the work as described within this contract.

1.28 LOCATION OF WORK SITES

- A. In general, the work sites contained in this contract are separated by moderate to large distances, as compared with many other rehabilitation projects.
- B. It shall be the Contractor's responsibility to locate all work sites, including individual manholes. Manholes should be numbered in the field with spray paint in accordance with the numbering system used on the drawings. The Contractor shall verify his locations with the Engineer prior to commencement of any work. The Engineer will provide the drawings.

1.29 COORDINATION MEETINGS:

The Contractor's project coordinator shall be required to attend any scheduled meetings with the Owner and Engineer. The Engineer will announce the location, date and time of any meeting scheduled. The purpose of these meetings will be to insure proper communication between all parties, convey pertinent information, and to discuss the status of the project.

END OF SECTION

**TECHNICAL SPECIFICATIONS**

**SECTION 2**

**ADMINISTRATIVE BID ITEMS**

**A1. MOBILIZATION, TRAFFIC CONTROL, CONSTRUCTION STAKING AND E&S PERMITTING**

Mobilization, Traffic Control, Construction Staking, and Erosion & Sediment Control Permitting will be paid on a sliding percentage scale for increments of the final price for Work, per the table below.

(For example, if the final total of Bid Item Prices for the work is \$24,000, Mobilization would be (\$10,000 X 15%) plus (\$10,000 X 10%) plus (\$4,000 X 5%) = \$2,700)

No additional compensation will be paid beyond a contract price of \$100,000. For example, the mobilization cost for a \$100,000 price of work will be identical to that for a \$110,000 price of work.

Work disturbing less than one acre which requires coverage under a Land Disturbance Permit issued by the Division of Engineering shall adhere to the Operational Linear Utility Erosion, Sediment, and Stormwater Control Plan contained in Appendix B. Work involving greater than one acre of disturbance shall be required to obtain a separate Land Disturbance Permit through the Division of Engineering.

Applicability of Traffic Control, Construction Staking and E&S Permitting will be agreed upon individually for each Purchase Order.

<b>Table of Incremental Costs for Mobilization and Additional Services</b>			(a)	(b)	(c)	(d)
Increment Price for Work			Mobilization Cost %	Traffic Control Cost %	Construction Staking Cost %	SWPP Etc. Cost %
\$0	-	10,000	15.0	7.5	7.5	5.0
\$10,000	-	20,000	10.0	4.5	4.5	0.5
\$20,000	-	30,000	5.0	3.0	3.0	0.5
\$30,000	-	50,000	5.0	2.5	2.5	0.5
\$50,000	-	75,000	5.0	2.5	2.5	0.5
\$75,000	-	100,000	4.0	2.0	2.0	0.5

**A2. GENERAL REQUIREMENTS**

Payment for general requirements will be made at the Contract lump sum price distributed over the initial term of the Contract and shall include field supervision and support staff, office supervision and support staff, costs associated with maintaining the field operation, and other items required by the general requirements and conditions of the Contract. General Requirements is a single pay Item per Contract term (one year).

**A3. BONDS AND INSURANCE**

Payment for bonds and insurance will be made at the Contract lump sum price, and shall include the costs of all bonds provided under the Contract, and the premiums for insurance required under the Contract, for the duration of the contract term (one year). Bonds and Insurance is a single pay item per Contract term (one year).

END OF SECTION

## TECHNICAL SPECIFICATIONS

### SECTION 3

#### PIPELINE REHABILITATION & REPLACEMENT BID ITEMS

##### GENERAL CONDITIONS:

- A. The work to be accomplished under this section of the Specifications consists of the furnishing of all labor, supervision, materials, equipment, and services necessary for the repair or replacement of the storm sewer system and/or structure requested by the Owner and more fully described hereinafter. All areas disturbed by the Contractor, including pavements, shall be restored to original or better condition. After all repairs are accomplished, **the Contractor will be required by the Engineer to clean and televise the line to verify the adequacy of the repair at no cost to the Owner. Payment for storm line point repairs will be approved upon complete restoration as agreed upon by the Engineer and Contractor. NOTE: method used for excavation shall be at the Contractor's discretion and must be included in the cost of repair. (i.e. hydro-excavation, backhoe, etc.)**
- B. Reasonable care shall be exercised during the initial excavation of the defective pipe or structure so as not to disturb existing pipe that is still acceptable. After the defective pipe or structure has been exposed, only as much additional pipe shall be uncovered as is necessary to allow space for workmen and the installation of new pipe. The defective pipe or structure shall be cut out in such a way that the ends are straight and smooth and free of chips or cracks. After the defective pipe or structure has been removed from the trench, the trench shall be excavated and bedded as specified hereinafter.
- C. After the trench bottom has been prepared as specified, the replacement pipe shall be cut to a length one inch (1") less than the overall length of the section being replaced. The pipe shall then be placed in the trench and the compression couplings installed. After installation, the work shall be checked to insure that the replacement pipe is vertically and horizontally aligned with the existing pipe and that the compression couplings are tight and evenly fitted. The coupling shall be designed to resist shear loads.
- D. Repairs to lines shall be made with sections of replacement pipe closely matching the existing pipe type and diameter. The replacement pipe shall be as specified hereinafter. The Contractor shall provide manufacturer's literature certifying that the pipe meets the standards described hereinafter.
- E. **THE CONTRACTOR WILL BE REQUIRED TO VERIFY LOCATIONS OF REPAIRS PRIOR TO BEGINNING ANY WORK.** If new defects are encountered during internal inspection, the camera shall be stopped for evaluation. The Contractor will log the location and type of defect. Repairs described in the technical specifications section I thru VI, shall be performed unless otherwise directed by the Engineer. No new repairs shall be performed unless specifically requested by the Engineer in writing. New repairs will be at the unit prices shown in the BID SCHEDULE (Part III) – Section 4 – Bid Schedule – Schedule of Values

The Contractor shall provide all Dust, Erosion, and Sediment controls when needed as set forth by these specifications.



## **B1. – B8. REMOVE CONCRETE AND MISC ITEMS**

REMOVE PORTLAND CEMENT CONCRETE PAVEMENT, SIDEWALKS, ENTRANCE PAVEMENT, BITUMINOUS CONCRETE PAVEMENT, CURB AND GUTTER, PIPE, FENCE, OR HEADWALLS AND INLET STRUCTURES)

### **SCOPE**

Work will consist of the removal of Portland Cement Concrete Pavement, Sidewalks, Entrance Pavement, Bituminous Concrete Pavement, Curb and Gutter, Pipe, Fence and Headwall and Inlet Structures (dimensions as specified in the Purchase Order). Work for this Section shall conform to the Kentucky Department of Highways Standard Specifications, Section 203, current edition, and shall include all labor, materials (including base and DGA), equipment, excavation, disposal (hauling and tipping fees), saw-cutting and incidentals necessary to complete Work. Removal areas will terminate at fully sawed joint faces. All materials shall be disposed of off-site at an approved location and in an acceptable manner.

### **B-1. & B-2. & B-3. BASIS OF PAYMENT FOR THE REMOVAL OF PORTLAND CEMENT CONCRETE PAVEMENT, SIDEWALK, ENTRANCE PAVEMENT, AND BITUMINOUS CONCRETE PAVEMENT**

Accepted quantities for Removal of Portland Cement Concrete Sidewalk, Entrance Pavement, and Bituminous Concrete Pavement will be paid for at the Contract Unit Price as quoted for each item (which shall be full compensation for all Work under this Section) and paid per square yard of the specified item satisfactorily removed. All labor, materials (including base and DGA), excavation, disposal and equipment shall be incidental to the removal of Portland Cement Concrete Pavement, Sidewalk, Entrance Pavement, and Bituminous Concrete Pavement.

### **B4. BASIS OF PAYMENT FOR THE REMOVAL OF CURB AND GUTTER**

Accepted quantities for Removal of Curb and Gutter and Pipe will be paid for at the respective Contract Unit Price as quoted (which shall be full compensation for all Work under this Section) and paid per linear foot satisfactorily removed. All labor, materials, excavation, sawcutting, disposal and equipment shall be incidental to the removal of Curb and Gutter.

### **B5. & B6. BASIS OF PAYMENT FOR THE REMOVAL OF PIPE**

Accepted quantities for Removal of Pipe up to eight (8) feet deep will be paid for at the respective Contract Unit Price as quoted (which shall be full compensation for all Work under this Section) and paid per linear foot satisfactorily removed. All labor, materials, excavation, disposal and equipment shall be incidental to the removal of Pipe. Pipe deeper than eight (8) feet deep payment will also include Excavation as a pay item.

### **B7. BASIS OF PAYMENT FOR THE REMOVAL OF FENCE**

Accepted quantities for Removal of Fence (chain link, woven wire fence, wood, iron, etc.) will be paid for at the respective Contract Unit Price as quoted (which shall be full compensation for all Work under this Section) and paid per linear foot satisfactorily removed. All labor, materials, excavation, disposal and equipment shall be incidental to the removal of fence.

## **B8. BASIS OF PAYMENT FOR THE REMOVAL OF HEADWALL AND INLET STRUCTURES**

Accepted quantities for Removal of Headwalls and Inlet Structures will be paid for at the respective Contract Unit Price as quoted (which shall be full compensation for all Work under this Section) and paid per each satisfactorily removed. All labor, materials, excavation, disposal and equipment shall be incidental to the removal of Headwall and Inlet structures.

If existing Stormwater Structure (Curb Inlet, Drop Box, Inlet, etc.) is found to be one continuous concrete pour (i.e. no expansion joint or break point), replacement will be paid per line item in addition to Time and Material as needed to remove.

## **B09. – B10. SURFACE INLET**

Work for this Section shall include all labor, excavation, materials, equipment, and incidentals necessary to construct Type "A", and "B" surface inlets in accordance with the Lexington-Fayette Urban County Government Standard Drawings numbers 120 and 121 and shall conform to Kentucky Department of Highway Standard Specifications, Section 601, 602 and 710.

Accepted quantities for Surface Inlets will be paid for at the Contract Unit Price as quoted for each type (which shall be full compensation for all Work under this Section) and paid per specified Surface Inlet satisfactorily placed. All labor, materials, equipment, backfill, and excavation shall be incidental to the placement of Surface Inlets.

## **B11. – B22. CURB BOX, DROP BOX AND FLARED BOX INLET**

Work for this Section shall include all labor, excavation, materials, equipment, and incidentals to construct LFUCG Type "A", "B", "C", and "D" Curb Box Inlets, KDOH type "B" Curb Box Inlet, and/or Type "13" and "16" Drop Box Inlets, and/or "Sloped and Flared Box Inlet-Outlet" in accordance with the Lexington-Fayette Urban County Government Standard Drawings, KDOH Standard Drawings RDB 013-07 through RDB 019-04 (7 dwgs total) and RDB 030-04 through RDB 035-04 (6 dwgs total), RDB 280-06 through RDB 282-04 (3 dwgs total), and shall conform to Kentucky Department of Highway Standard Specifications, Section 601, 602 and 710.

Accepted quantities for Curb Box and/or Drop Box Inlets and/or Sloped and Flared Box Inlet-Outlet will be paid for at the Contract Unit Price as quoted for each type (which shall be full compensation for all Work under this Section) and paid per specified Curb Box and/or Drop Box Inlet and/or Sloped and Flared Inlet-Outlet satisfactorily placed. All labor, materials, equipment, backfill, and excavation shall be incidental to the placement of Curb Box and/or Drop Box Inlets and/or Sloped and Flared Inlet-Outlet.

## **B23. – B28. CURB INLET TOP AND DROP BOX INLET TOP PHASE**

Work for this Section shall include all labor, excavation, materials, equipment, and incidentals to construct **THE TOP PHASE OF** LFUCG Type "A", "B", "C", and "D" Curb Box Inlets, KDOH type "B" Curb Box Inlet, and/or Type "13" and "16" Drop Box Inlets in accordance with the **Top Phase of** the Lexington-Fayette Urban County Government Standard Drawings Numbers 122-125, KDOH Standard Drawings RDB 013-07 through RDB 019-04 (7 dwgs total) and RDB 030-04 through RDB 035-04 (6 dwgs total), RDB 280-06 through RDB 282-04 (3 dwgs total), and shall conform to Kentucky Department of Highway Standard Specifications, Section 601, 602 and 710.

Accepted quantities for the top of the Curb Box and/or Drop Box Inlets TOP PHASE will be paid for at the Contract Unit Price as quoted for each type (which shall be full compensation for all Work under this Section) and paid per specified Curb Box and/or Drop Box Inlet TOP PHASE satisfactorily placed. All

labor, materials, equipment, backfill, and excavation shall be incidental to the placement of Curb Box and/or Drop Box Inlets TOP PHASE. Surface restoration shall be incidental.

#### **B29. PIPE TIE-IN SCOPE**

Work for this Section shall include all labor, excavation, materials, equipment, and incidentals including coring to make connections to existing and pour in structures (i.e. manholes, curb box inlets, and other stormwater appurtenances) where required. The existing manhole and/or curb box inlet shall be drilled and/or sawed in a neat manner to allow for the smoothest connection possible. Once the connection is made, the annulus between the pipe and the structure shall be filled with non-shrink grout and the entire area around the connection shall be filled with concrete. No fill shall be placed on the concrete before hardening has occurred.

#### **BASIS OF PAYMENT**

Accepted quantities for Manhole or Curb Box Inlet Tie-Ins will be paid at the Contract Unit Price as quoted (which shall be full compensation for all Work under this Section) and paid per Manhole or Curb Box Inlet Tie-In satisfactorily placed. All labor, materials, equipment, and excavation shall be incidental to the placement of Manhole or Curb Box Inlet Tie-in's.

#### **B30. – B37. HEADWALLS SCOPE**

Work for this Section shall conform to Kentucky Department of Highways Standard Specifications for Road and Bridge Construction Section 610 and 710, Current Edition and the Lexington-Fayette Urban County Government Standard Drawings 150, 151, 152, 153, 154-1, 154-2 and 154-3, and shall include all labor, excavation, materials, equipment and necessary incidentals.

#### **BASIS OF PAYMENT**

Accepted quantities for Headwalls will be paid for at the Contract Unit Price as quoted for various sizes (which shall be full compensation for all Work required under this Section) and paid per specified Headwall satisfactorily placed. All labor, materials, grates (if required), equipment, and excavation shall be incidental to the placement of Headwalls.

#### **B38. – B52. STORM SEWER PIPE**

#### **B38. – B42. AND B48. – B52. SCOPE FOR RCP (REINFORCED CONCRETE PIPE) STORM SEWER (ROUND AND ELLIPTICAL)**

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 200, 201-1, 201-2, 201-3, 201-4 and 204, and all incidentals necessary to construct Storm Sewer to the sizes and type indicated from zero (0) to eight (8) feet deep. Where the Standard Drawing requires a concrete cap, it shall be constructed according to KDOH Section 501 for consolidated, unfinished concrete.

All RCP is Class III unless noted otherwise.

- **LAYING**

Pipe shall be laid to the line and grade shown on the drawings. Pipe shall be laid with the bell or groove at the upstream end of each section.

- **JOINING PIPE**

The joint design for concrete pipe shall be bell and spigot or tongue and groove. The bell or tongue shall be of confined gasket or single offset spigot configuration to properly contain and seat the rubber gasket. The joint assemblies shall be accurately formed so that when each pipe section is forced together in the trench the assembled pipe shall form a continuous watertight conduit with smooth and uniform interior surface, and shall provide for slight movement of any piece of the pipeline due to expansion, contraction, settlement or lateral displacement. The gasket shall be the sole element of the joint providing water tightness. The ends of the pipe shall be in planes at right angles to the longitudinal centerline of the pipe, except where bevel-end pipe is required. The ends shall be furnished to regular smooth surfaces.

Rubber gasket joints for tongue and groove or bell and spigot pipe using a confined gasket joint shall consist of an O-ring rubber gasket or other approved gasket configuration and shall conform to the requirements of ASTM 361, ASTM C443, ASTM C1619, or ASTM C1628 for the pipe designated.

Rubber gasket joints for tongue and groove or bell and spigot pipe using a single offset joint shall consist of a non-circular rubber gasket or other approved gasket configuration and shall conform to the requirements of ASTM C76 or ASTM 361 for the pipe designated.

Gaskets may be natural rubber, isoprene or neoprene conforming to ASTM C1619.

- **INSPECTION**

All RCP pipe shall be inspected in accordance with Internal Inspection of Sewer Pipe: CCTV as directed by the Engineer.

### **BASIS OF PAYMENT FOR RCP STORM SEWER**

Accepted quantities for RCP Storm Sewer will be paid for at the Contract Unit Price as quoted for various sizes (which shall be full compensation for all work required under this Section) and paid per linear foot of specified RCP Storm Sewer satisfactorily placed. Any removal of pavement and sidewalk and any rock encountered between zero (0) and eight (8) feet shall be paid for under appropriate Bid Items in addition to the Unit Price for RCP storm sewer. Concrete caps shall be paid under the Bid Item for unfinished concrete. Surface restoration (seeding, sod, pavement, etc.) will be paid separately under the appropriate Bid Items and the pay limits for surface restoration shall be in accordance with the appropriate Standard Drawings. Limits of surface restoration will be those limits as shown on the plans.

All labor, materials, equipment, excavation, bedding, disposal and backfilling shall be incidental to the placement of RCP Storm Sewer.

### **B43. – B47. SCOPE FOR PLASTIC (HDPE OR PP) STORM SEWER**

Work under this Section shall include all labor, excavation, materials, equipment, bedding and backfilling in accordance to the Plans, Contract Documents and Specifications and all incidentals necessary to place HDPE (high density polyethylene), or PP (polypropylene) (or equivalent) Storm Sewer to the sizes indicated. The CONTRACTOR shall be certified by the pipe manufacturer to install HDPE and PP pipe

and provide proof thereof. All pipe delivered to the site shall be certified through the Plastic Pipe Institute (PPI) Third Party Certification program and shall bear the Third Party Administered seal. Adapter, as manufactured by the pipe manufacturer shall be used to connect HDPE pipe with existing pipe of dissimilar material.

- **Installation**

Pipe is to be installed at the required line and grade as indicated on the plans. Once the trench is excavated on line, the pipe bedding should be placed to proper thickness. The top of the bedding should be adjusted to allow for the difference between the plan invert and pipe profile.

- **Dewatering**

Excessive groundwater hinders proper placement and compaction of bedding and backfill. CPP pipe will float in standing water, therefore, it is imperative that a dry trench be provided. It may be necessary to provide pumps, underdrains or a diversion ditch to insure a dry trench.

- **Joints and Joint Assembly**

All joints are to be installed as per manufacturer's specifications.

- **Embedment Material**

In accordance with manufacturer's recommendations and LFUCG Standard Drawings embedment materials are those used for bedding, haunching and initial backfill and shall consist of #9 coarse aggregate. All embedment materials shall be free of frozen soil or ice when placed. Additionally, embedment materials shall be placed and compacted at optimum moisture content. Embedment materials shall be specified with consideration given to design loads and the classification and suitability of native soils

- **Foundation**

A stable foundation must be provided to insure proper line and grade is maintained. Unsuitable foundations must be stabilized at the Engineer's judgment. Unsuitable or unstable foundations may be undercut and replaced with a suitable bedding material, placed in 6" lifts.

- **Bedding**

A stable and uniform bedding shall be provided for the pipe and any protruding features of its joints and/or fittings. The middle of the bedding equal to 1/3 of the pipe diameter OD should be loosely placed, with the remainder compacted to a minimum of 90% standard proctor density.

- **Haunching**

Proper haunching provides a major portion of the pipe's strength and stability. Care must be exercised to insure placement and compaction of the embedment material in the haunches. For larger diameter pipes (>30"), embedment materials should be worked under the haunches by hand. Haunching materials shall be #9 coarse aggregates and must be placed and compacted by hand in 8 inch maximum lifts.

- **Initial Backfill**

Initial backfill materials are required in accordance with LFUCG Standard Drawings.

- **Final Backfill**

**All backfilling shall conform to current LFUCG Standard Drawings.**

Placement shall be as specified for the embankment. In lieu of a specification, the final backfill shall be placed in 12 inch maximum lifts and compacted to a minimum 85% standard proctor density to prevent excessive settlement at the surface. Compaction shall be performed at optimum moisture content. Backfill shall be as per LFUCG Standard Drawings 200, 201-1, 201-2 and 201-3.

- **Backfilling Trenches**

**All backfilling shall conform to current LFUCG Standard Drawings.**

Backfilling of pipeline trenches shall be accomplished in accordance with the details set forth hereinafter.

In all cases walking or working on the completed pipelines except as may be necessary in tamping or backfilling will not be permitted until the trench has been backfilled to a point one foot above the top of the pipe. The filling of the trench and the tamping of the backfill shall be carried on simultaneously on both sides of the pipe in such a manner that the completed pipeline will not be disturbed and injurious side pressures do not occur.

SETTLEMENT OF TRENCHES

Wherever sewer lines are in (or cross) yards, driveways and streets, the Contractor shall be responsible for any trench settlement which within one year from the time of final acceptance of the work. Except for Streets or areas in the public right of way which have 2 year warranty. If pavement requires replacement because of trench settlement within this time, the Contractor shall replace it at no extra cost to the Owner. Repair of settlement damage shall meet the approval of the Engineer.

- **Manhole Connections**

Consideration should be given to the project performance specified when selecting manhole connections. When connecting to concrete manholes or inlets grouting the pipe to the manhole or inlet using non-shrink grout provides a soil tight installation. A gasket placed in a pipe corrugation at the approximate center of the manhole or inlet wall will act as a water stop. This water-stop should provide a silt tight installation. Watertight installations may require flexible rubber connections such as rubber boots or adapters. When connecting to manholes, insure backfill is placed under the pipe adjacent to the manhole to prevent differential settlement.

- **Specifications**

The following list is a common material, design and performance specifications for HPDE (high density polyethylene) corrugated pipe. HDPE pipe shall have a smooth interior, and annular exterior corrugations.

AASHTOM-252, AASHTOM-294, AASHTO MP 7-97, AASHTO

Sections 12, 18, 30

ASTM F 405, ASTM F 667, ASTM D 2321, ASTM F 477, ASTM 1417

The following list is a common material, design and performance specifications for PP (polypropylene) corrugated pipe. PP pipe shall have a smooth interior, and annular exterior corrugations.

AASHTO T-341, AASHTO R-16, AASHTO MP-21-11, AASHTO

HB Section 30

ASTM C969, ASTM C1103, ASTM D2321, ASTM D3212, ASTM F477, ASTM F1417, ASTM F2487, ASTM 2736

## **Inspection Requirements**

- **Visual Inspection**

All pipes shall undergo inspection during and after installation to ensure proper performance. Installation of bedding and backfill materials, as well as their placement and compaction, shall be determined to meet the requirements of this section. During the initial phases of the installation process, inspection shall concentrate on detecting improper practice and poor workmanship.

Errors in line and grade, as well as any improper assembly or backfill techniques, shall be corrected prior to placing significant backfill or trench fill. Coupling bands shall be properly indexed with the corrugation and tightened, and bell/spigot joints shall be properly assembled to prevent the infiltration of soil fines. Where gaskets are used, they shall be properly seated to prevent groundwater infiltration and should appear uniformly oriented around the pipe. In areas where cracking or joint separation is found, a remediation or replacement plan shall be submitted for approval. Final internal inspections shall be conducted on all buried thermoplastic pipe installations to evaluate issues that may affect long-term performance. Final inspections shall be conducted no sooner than 30 days after completion of installation and final fill. Shallow cover installations shall be checked to ensure the minimum cover level is provided.

Inspection at the appropriate times during installation will detect and allow correction of line and grade, jointing and shape change problems. The timing and number of inspections required will vary with the significance and depth of the installation. The contractor is advised to provide initial inspections himself to avoid problems later on. Racking or flattening of the pipe's curvature indicates improper backfill placement methods that must be corrected. Slight peaking of the cross-sectional shape should be taken as indicative of achieving proper compaction requirements. Soil consolidation continues with time after installation of the pipe. While 30 days will not encompass the time frame for complete consolidation of the soil surrounding the pipe, it is intended to give sufficient time to observe some of the effects that this consolidation will have. However, occasionally pavement is placed over the pipe sooner than 30 days. While the 30-day time limit should be maintained, a brief inspection of the pipe prior to paving over it, particularly for the first few joints, may be prudent to ensure that good construction practices are being applied. It is recommended that inspection personnel not enter culverts less than 24 in. in diameter. Internal inspection of culverts in this size range is best conducted using video cameras. Culverts should only be entered by inspection personnel trained in working within confined spaces and using procedures in full compliance with applicable State, Local, and Federal OSHA regulations.

- **Installation Deflection**

The pipe shall be evaluated to determine whether the internal diameter of the barrel has been reduced more than 7.5 percent when measured not less than 30 days following completion of installation. Pipes shall be checked for deflection using a mandrel or any other device approved by the Engineer that can physically verify the dimensions of the pipe and is not limited by poor lighting, water flow, pipe length, or other limiting conditions of the installed environment. In all pipe installations, at least 10 percent of the total number of pipe runs representing at least 10 percent of the total project footage on the project shall be randomly selected by the Engineer and inspected for deflection. Also, as determined by the 100 percent visual inspection, all areas in which deflection can be visually detected shall be inspected for deflection. Where direct measurements are made, a measurement shall be taken once every 10 ft. for the length of the pipe, and a minimum of four measurements per pipe installation is required. If a mandrel is used for the deflection test, it shall be a nine (or greater odd number) arm mandrel, and shall be sized and inspected by the Engineer prior to testing. A properly sized proving ring shall be used to check or test the mandrel for accuracy. The mandrel shall be pulled through the pipe with a force not greater than 1,000 lb. For locations where pipe deflection exceeds 5 percent of the inside diameter, an evaluation shall be conducted by the Contractor and submitted to the Engineer for review and approval considering the severity of the deflection, structural integrity, environmental conditions, and the design service life of the pipe. Pipe remediation or replacement shall be required for locations where the evaluation finds that the deflection could be problematic. For locations where pipe deflection exceeds 7.5 percent of the inside diameter, remediation or replacement of the pipe is required.

Ten percent of each pipe installation shall be defined as 10 percent of the number of pipe runs, and not less than 10 percent of the total length of installed pipe on the project. The requirement of deflection testing 10 percent of each pipe installation is intended to serve as a minimum and does not limit owners from more stringent requirements. The pipe inside diameters should be provided by the pipe manufacturer for every size and type of pipe delivered. If the pipe inside diameter is not provided, or is not available, pipe inside diameter can be developed by averaging the diameters measured at eight equally spaced locations around a section of unloaded pipe for every given size and manufacturer. There are many appropriate methods suitable for measuring deflection, including video inspection equipment, mandrels, and other direct measurement devices. For pipes tested by a mandrel, the mandrel shall be pulled through the entire pipe. Whichever method is used for deflection measurement, a minimum of 10 percent of the total length of installed pipe shall be tested, in addition to any areas that were identified in the visual inspection as having deflection. Installed pipe deflections that exceed 7.5 percent of the initial inside diameter may indicate that the installation was substandard. Appropriate remediation, if any, will depend upon the severity of the deflection, the condition of the pipe, and evaluation of the factor of safety using section 12, "Buried Structures and Tunnel Liners," of the AASHTO *LRFD Bridge Design Specifications*. Installed pipe deflections that exceed 7.5 percent of the initial inside diameter will require remediation or replacement of the pipe. Maximum deflection limits are given in the following table. CCTV inspection and deflection measurement after replacement/remediation shall be at no additional cost to the OWNER.



AASHTO Nominal Diameters and Maximum Deflection Limits: These deflection limits are the maximum allowable deflection on any axis within the pipe and not just in the XY plane.

Base Pipe Diameter (inches)	AASHTO Nominal Diameter (inches)	Max. Deflection Limit		
		5.0%	7.5%	10.0%
		(inches)		
15	14.76	14.02	13.65	13.28
18	17.72	16.83	16.39	15.95
24	23.62	22.44	21.85	21.26
30	29.53	28.05	27.32	26.58
36	35.43	33.66	32.77	31.89
48	47.24	44.88	43.70	42.52
54	53.15	50.49	49.16	47.84
60	59.06	56.11	54.63	53.15

From KM114-14

- **Inspection**

All HDPE and PP pipe shall be inspected in accordance with Internal Inspection of Sewer Pipe: CCTV as directed by the Engineer.

**BASIS OF PAYMENT**

Accepted quantities for HDPE and PP Storm Sewer will be paid for at the Contract Unit Price as quoted for various sizes (which shall be full compensation for all work required under this Section) and paid per linear foot of specified HDPE or PP Storm Sewer satisfactorily placed. Any removal of pavement and sidewalk and any rock encountered between zero (0) and eight (8) feet shall be paid for under appropriate Bid Items in addition to the Unit Price for HDPE or HP Storm Sewer. Concrete caps shall be paid under the Bid Item for unfinished concrete. Surface restoration (seeding, sod, pavement, etc.) and CCTV inspection will be paid separately under the appropriate Bid Items. Pay limits for surface restoration shall be in accordance with the appropriate Standard Drawings. Limits of surface restoration will be those limits as shown on the plans. **CCTV inspection and deflection measurement may be waived at the OWNER's discretion.**

All labor, materials (other than the HDPE or PP storm sewer), equipment, excavation, bedding, disposal and backfilling shall be incidental to the placement of HDPE or PP Storm Sewer.

**B53. – B70. POINT REPAIR SCOPE**

Aging reinforced concrete pipe, HDPE/PP and manholes may require repair in lieu of replacement. Contractor shall be solely responsible for personnel safety during the execution of this work.

## **B71. -B78. CURED-IN-PLACE (CIP) LINER**

### **WORK INCLUDED**

#### **A. SCOPE**

1. Furnish all labor, supervision, material, and equipment required to complete cured-in-place lining of existing pipelines as described in the Contract Documents.
  - a. The CIPP liner shall be polyester, vinyl ester, or epoxy vacuum impregnated flexible woven or non-woven tube. The tube shall be inverted into position by the means of a hydrostatic head or pulled-in-place by a mechanical winch or other method once approved by the Engineer as long as liner is installed per manufactures recommendation. The tube, once installed, shall be cured to form a hard impermeable pipe, by circulating hot water or introducing steam and or air through the entire length of the tube. When cured the liner shall extend over the entire length of the existing storm sewer in a continuous, tight fitting and watertight pipe-within-a-pipe.
  - b. Where steam and or air is requested to be used, contractor must submit to the Engineer for approval, the manufactures recommendation as to installation, curing process, and all other information to ensure finished product meets all standards including, Manufactures, ASTM, and OSHA's.
2. The work shall include:
  - a. Point repairs on existing storm sewer lines prior to lining, as directed. Point repairs are separate pay items.
  - b. Thorough cleaning and television inspection of the existing sewers in accordance with Section 2. CCTV and Cleaning shall be incidental to the installation and is not a separate pay item.
  - c. Insertion of the liner into the existing sewer lines without excavation.
  - d. Television inspection in PACP/ACCELA format and testing of the completed lining system. Opening and sealing the liner at any connections.
  - e. Restoration of the surface is included in the installation price.
  - f. All CCTV work associated with CIPP work shall be incidental to the CIPP.
3. Line segments to be rehabilitated by cured-in-place lining shall be indicated on the Contract Documents.

#### **B. DEFINITIONS**

1. Liner: When used in this specification in a nonspecific application, liner shall apply to any approved lining regardless of material or technique used to install the liner. The phrase "new pipe" is also used synonymously with the phrase "liner" and both reference the same item.
2. Installer: In this specification, installer is used interchangeably with Contractor and refers to the same party, regardless of the actual contractual relationship the Contractor may have established with any and all other parties.
3. Manufacturer: The intent of this specification is that the "manufacturer" shall refer to the party that manufactures the lining using specialized equipment and techniques and is distinct from the Contractor or installer that operates and installs the liner.

Normally, unless otherwise noted, a closed circuit television video tape will be required after all pipe work is completed. See separate specification concerning this inspection. Point repairs are generally holes in pipe walls, broken bell ends, or other minor defects not requiring pipe replacement that are less than 10 feet of pipe length. If the CONTRACTOR feels the point repair will not be effective or over 10 feet of pipe length, he shall notify the OWNER in writing and stop work until written direction is received.

## **GENERAL**

The following is a procedure for the repairs to a cracked reinforced concrete pipe or manhole. Note that the maximum pipe size to be repaired by this section shall be 36" diameter. If cracks leak with any water flow at the proposed time of repair, repairs must be delayed until water flow stops. If water flow does not stop before planned repair time, do not proceed but contact ENGINEER for revised instructions on the use of alternate but similar materials.

## **PRODUCTS**

All products shall be:

- Xypex Patch'n Plug as distributed by The Williams Coatings Consultants, Inc., of Nashville, TN.
- Strong Seal QSR as manufactured by Strong Seal Inc. (SSI), of Pine Bluff, Arkansas.
- or ENGINEER approved equal. Note any proposed substitute must be submitted prior to any work commencement and approved in writing.

Submit product cut sheets for intended product prior to any work.

## **APPLICATION**

- Remove any and all debris including tree roots throughout the structure. Note that wherever tree roots are encountered the top or side of the pipe must be exposed and patch materials must be applied to the top (or sides) of the pipe as well as the interior pipe face.
- Remove all loose concrete or mortar from cracks or joints.
- Apply material in strict conformance with all Manufacturer's instructions.
- With CCTV Video record the completed installation in accordance with Section 4 of these Technical Specifications.

## **BASIS OF PAYMENT**

Accepted quantities under this section shall be paid for at the Contract Unit Price for each point repair completed. Payment shall be considered full compensation for all materials and labor to complete the work described in this Section.

## **B71. -B78. CURED-IN-PLACE (CIP) LINER**

### WORK INCLUDED

#### A. SCOPE

1. Furnish all labor, supervision, material, and equipment required to complete cured-in-place lining of existing pipelines as described in the Contract Documents.
  - a. The CIPP liner shall be polyester, vinyl ester, or epoxy vacuum impregnated flexible woven or non-woven tube. The tube shall be inverted into position by the means of a hydrostatic head or pulled-in-place by a mechanical winch or other method once approved by the Engineer as long as liner is installed per manufactures recommendation. The tube, once installed, shall be cured to form a hard impermeable pipe, by circulating hot water or introducing steam and or air through the entire length of the tube. When cured the liner shall extend over the entire length of the existing storm sewer in a continuous, tight fitting and watertight pipe-within-a-pipe.
  - b. Where steam and or air is requested to be used, contractor must submit to the Engineer for approval, the manufactures recommendation as to installation, curing process, and all other information to ensure finished product meets all standards including, Manufactures, ASTM, and OSHA's.
2. The work shall include:
  - a. Point repairs on existing storm sewer lines prior to lining, as directed. Point repairs are separate pay items.
  - b. Thorough cleaning and television inspection of the existing sewers in accordance with Section 2. CCTV and Cleaning shall be incidental to the installation and is not a separate pay item.
  - c. Insertion of the liner into the existing sewer lines without excavation.
  - d. Television inspection in PACP/ACCELA format and testing of the completed lining system. Opening and sealing the liner at any connections.
  - e. Restoration of the surface is included in the installation price.
  - f. All CCTV work associated with CIPP work shall be incidental to the CIPP.
3. Line segments to be rehabilitated by cured-in-place lining shall be indicated on the Contract Documents.

#### B. DEFINITIONS

1. **Liner:** When used in this specification in a nonspecific application, liner shall apply to any approved lining regardless of material or technique used to install the liner. The phrase "new pipe" is also used synonymously with the phrase "liner" and both reference the same item.
2. **Installer:** In this specification, installer is used interchangeably with Contractor and refers to the same party, regardless of the actual contractual relationship the Contractor may have established with any and all other parties.
3. **Manufacturer:** The intent of this specification is that the "manufacturer" shall refer to the party that manufactures the lining using specialized equipment and techniques and is distinct from the Contractor or installer that operates and installs the liner.

## JOB CONDITIONS

Contractor shall coordinate the work and inspect the condition of the sewers and determine the requirements for lining by recorded televised sewer inspection techniques.

## SUBMITTALS

A. The Contractor shall submit the following data to the Engineer for review:

1. List of reference projects completed by the Contractor/Subcontractors. List shall include the name and phone number of a contact person for each project. The Contractor shall supply verifiable references indicating that he/she has successfully completed a minimum of three cured-in-place lining projects.
2. Certification by letter of recommendation stating that the Contractor/Subcontractor is trained and considered qualified by the product manufacturer to install the cured-in-place lining projects.
3. Shop Drawings:
  - a. Product data covering all materials of construction.
  - b. Resin data, including properties, characteristics, proposed methods of application, and recommended curing cycle.
  - c. Description of installation procedure and equipment proposed for use. Include curing water temperatures, locations of monitors, etc.
4. Inspection report for the sewer lines, documenting conditions of sewer and joints. Document the internal inspection before and after lining on DVD accompanied by type-written logs of the internal inspection.
5. Curing temperature/time log sheet, to be submitted immediately after the curing is complete for each line segment that is rehabilitated.

## HEAT CURED LINER

A. Technical Requirements:

1. Resin Content: 85% resin to 15 % felt volume ratio with a 5% tolerance.
2. Liner Size: Fabricate to a size that when installed will neatly fit the internal circumference of the pipeline. Make necessary allowance for longitudinal and circumferential stretching of the liner during insertion.
3. Length: Provide liner length necessary to effectively carry out the insertion and seal the liner at the inlet and outlet ends. Contractor shall verify the lengths in the field before cutting the liner to length.

B. Acceptable Manufacturers:

1. Insituform, Inc.
2. Inliner Solutions – A Puris Company
3. Leak Eliminators
4. The contractor is not limited to these three manufacturers. He may select others as long as their product meets the material specifications for this contract and is approved by the Engineer.

## GENERAL CLEANING AND INSPECTION

A. All pre-lining repairs noted on the Drawings must be satisfactorily completed prior to starting the liner installation.

- B. Prior to starting the lining process, the Contractor shall clean the existing pipeline of any obstructions, trash, debris, and sediment to ensure a good lining installation. The condition of the cleaned existing pipe shall be approved by the Engineer prior to the insertion of the liner.
- C. Inspection of Sewer Line: Inspection of pipelines shall be performed by experienced personnel who are PACP certified and trained in identifying breaks, obstacles and service connections using remote controlled radial view cameras. The interior of the pipeline shall be carefully inspected. The purposes of this inspection are to:
  - 1. Confirm the pipe is clean.
  - 2. Confirm the locations of any unknown connections.
  - 3. Determine the location of any conditions which may prevent proper installation of the liner.

All such conditions shall be logged and brought to the attention of the Engineer immediately so these conditions can be corrected. The Contractor shall submit a copy of the pre-inspection DVD and inspection logs to the Owner.

- D. Line Obstructions:
  - 1. It shall be the responsibility of the installer to clear the line of obstructions such as solids, dropped joints or collapsed pipe that will prevent the insertion of the liner pipe. Unmarked/unknown connections or other protrusions shall be removed such that the protruding dimension is less than ¼-inch. Sags and reverse or flat grades shall be eliminated by point repairs.
  - 2. If inspection reveals an obstruction that cannot be removed by conventional sewer cleaning equipment, then the installer shall make a point repair excavation to uncover and remove or repair the obstruction. Such excavation shall be approved in writing by the Owner's representative prior to the commencement of the work and shall be considered a separate pay item. Pipe shall be repaired as directed by the Engineer. Use new pipe of the same type, rating, and dimensions of the existing pipe (**unless specified by OWNER in writing**), except replace vitrified clay pipe with adequately sized PVC of sufficient strength and capacity. In no case shall new pipe be installed that is less than the minimum acceptable to the local authority having jurisdiction.
- E. The Contractor is responsible for locating and determining the suitability of the insertion manhole to be used for installation of the liner.
- F. Five days prior to disruption of service, notify property owners, public, residents, and all who may be affected in person (**A person must be spoken to not just a door Hanger**) and by using an approved notification form. Contractor shall provide documentation to the Owner's representative verifying notifications as stated above.
- G. If the liner fails to form a tight seal at the manhole wall. The installer shall apply a seal at the manhole wall. The seal shall be approved by the Engineer.
- H. After the pipe has been lined and tested, all existing connections shall be reconnected. The reconnection of any existing storm lines shall be done without excavation, unless otherwise specified by Owner; this will be accomplished from the interior of the pipeline by a radial view camera directed cutting device. All re-cut connections shall be free of burrs and frayed edges and any restriction preventing free stormwater flow. Location of any connections shall be made by inspection of the pre-construction TV tape and other proven detection methods.

## HEAT CURED LINER INSTALLATION

### A. General:

1. The Contractor shall deliver the uncured resin impregnated liner to the site, provide all equipment required to place and invert the liner into the conduit and cure it once in place.
2. The Contractor shall designate a location where the liner will be impregnated ("wet out") with resin using distribution rollers and vacuum to thoroughly saturate the felt tube to its dispatch for installation. A catalyst system of additive(s) compatible with the resin and tube may be used as per the manufacturer's recommendation and the Engineer's approval. The wet out inversion and heating schedule/plan shall be submitted 72 hours in advance to the Owner.
3. Impregnate liner with resin not more than 24 hours before the proposed time of installation and store out of direct sunlight at a temperature of less than 70 degrees F or as recommended by the manufacturer.
4. Provide temporary covers as required to protect the impregnated liner from light and heat exposure in conformance with the resin manufacturer's recommendations.
5. Transport impregnated liner to the site just prior to inversion in a suitable light-proof container with the temperature maintained at a maximum of 70 degrees F or as recommended by the manufacturer.

### B. Liner Installation by Inversion:

1. Invert liner into the conduit from a suitable platform located above the manhole or any other point of inversion. The free open end of the folded liner shall be passed down a suitably reinforced column to an inversion chute or elbow bend.
2. The protruding end of the liner shall then be folded back over the chute or elbow, and each layer, if a multiple layer liner, shall be firmly secured to the inversion chute by means of a stainless steel strap.
3. After the liner is secured to the chute, the chute shall be positioned in the inversion locations so that the inverting portion of the liner is properly aligned with the open end of the pipe to be lined.
4. Clean water at ambient water main temperature shall be provided by the Contractor to the inversion platform at a rate sufficient to cause controlled inversion of the liner into the conduit.
5. The liner inversion rate shall not exceed 32 feet/minute (10 meters/minute), and the liner or the tag rope shall be suitably restrained to prevent inversion rates in excess of that stipulated above.

### C. Liner Curing:

1. The Contractor shall supply a suitable heat source and water re-circulation equipment capable of delivering hot water to the far end of the liner to quickly and uniformly raise the water temperature in the entire liner, above the temperature required to commence the exothermic reaction of the resin as determined by the catalyst system employed.
2. Water used for the curing process shall be obtained and transported to the site by the Contractor.
3. The heat source shall be fitted with suitable monitors to gauge the temperature of the incoming and outgoing water supply to determine when uniform temperature is achieved throughout the length of the liner.
4. Water temperature in the liner during the initial and post cure period shall not be less than 120 degrees F or more than 200 degrees F.
5. In addition to the gauges on the incoming and outgoing water supply, there shall be a thermocouple placed between the liner and the invert of the pipe at the manhole to accurately monitor the outside liner temperature during the curing process.

- D. The cured-in-place liner shall extend the full length of the pipeline segment being rehabilitated and shall provide a structurally sound, impermeable, jointless, close-fitting pipe that, when cured, is mechanically bonded to the host pipe.
- E. Post Curing:
1. The initial cure shall be deemed to be completed when a uniform temperature, as determined by the water temperature monitors on the heat source, is achieved throughout the length of the liner and visual inspection of the exposed portions of the liner appear to be hard and sound.
  2. The Contractor shall submit curing time/temperature chart to the Owner immediately upon completion of cure and shall note any discrepancies between recommended cure cycle and actual cure cycle.
  3. The post cure period shall commence with the heat source shut down, but with continued recirculation of the water to maintain the temperature in the liner at or just below a maximum temperature of 190 degrees F, but above 140 degrees F during the initial exothermic reaction period.
  4. Hot water may be bled out of the system and replaced by clean water at ambient water main temperature to control post-cure water temperature.
  5. A minimum period of post-cure (as recommended for liner diameter and thickness) under an inversion head to provide a minimum hoop tension in the liner felt shall be maintained.
  6. The ends of the pipe shall not be fully opened until intake and discharge temperatures of the heat source are less than 100 degrees F (38 degrees C).
  7. Care shall be taken in the release of the static head so that a vacuum will not be developed that could damage the newly installed liner.
- F. Finished Pipe: The cured-in-place liner shall be continuous over the entire length of the inversion run and be as free as commercially practicable from visual defects such as foreign inclusions, dry spots, pinholes and delamination.
- G. Process Limitations: Though it may be a licensed process, the Contractor or the franchisee shall not change any materials, design values or procedural matters stated or approved herein without the Owner's prior knowledge and approval. The Contractor shall submit, in writing, full details about component materials, their properties and installation procedures and shall abide by them fully during the entire course of the project.

#### RESTORATION OF SERVICE AND CLEANUP

A. Restoration of Service:

1. After the pipe has been reconstructed, tested, and accepted by the Engineer, all existing connections shall be immediately reestablished. The reconnection of any existing storm sewer shall be done without excavation, unless otherwise specified by Owner; this shall be accomplished from the interior of the pipeline by a radial view camera-directed cutting device. Location of existing connections shall be made by inspection of the pre-construction TV tape and other proven detection methods. The Contractor is responsible for confirming and identifying locations of all active connections within a lined section.
2. A report identifying any connections shall be provided to the Engineer within 24 hours after reconnection of services for each line segment.
3. All re-cut connections shall be uniform and free of butts, sharp or frayed edges, or any restriction preventing free wastewater flow. Any remedial work to restore or correct a deficient cut shall be completed by the Contractor without delay, at no additional expense to the Owner. All work shall be completed to the satisfaction of the Engineer.



- B. Sealing at Manholes: The cured-in-place liner shall make a tight fitting seal with the existing pipe(s) in the manhole. Half-inch diameter activated oakum, soaked in Scotch Seal 5600, or low expansion foam, or an approved hydrophilic elastic sealant such as Hydrotite or approved equivalent, shall be applied circumferentially near the annular space touching the end of the existing pipe and encased with a cementitious mortar, Strong-Seals Systems QSR or equivalent. The top half of the pipe shall be neatly cut off and not broken or sheared off at least 4 inches away from the walls. The channel in the manhole shall be a smooth continuation of the pipe(s) and shall be merged with other lines or channels, if any.

FINAL INSPECTION AND CLEANUP

A. Clean-up

1. All construction material and debris including connection cutouts shall be removed from the pipe.
2. All excess material and debris not incorporated into the permanent installation shall be legally disposed of by the Contractor offsite.

- B. Final TV Inspection Prior to Acceptance: Upon completion of liner insertion and service pipe re-connections, the Contractor shall perform a post-installation inspection of the line segment using remote-controlled closed circuit television equipment as described previously. DVD recording and TV inspection log records shall be delivered to the Engineer. Any defects identified shall be corrected as required. No payment for CIPP will be made until the Engineer or his representative has reviewed the DVD and logs and is satisfied the work has been completed and is of good quality. Post TV shall be downstream direction only.

Defects, which, in the opinion of the Engineer, will affect the liner’s structural integrity, strength, hydraulic performance, future maintenance access, and overall line performance, shall be repaired or the sewer replaced at the Contractor’s expense. Any lined section of segment (from manhole to manhole) exhibiting these defects will be rejected for payment until such time repairs have been made to the defective liner to the satisfaction of the Engineer. The following methods of repair shall be implemented by the Contractor to resolve defects unless otherwise approved by the Engineer.

<b>Defects</b>	<b>Repair Method</b>
Annular space or infiltration at connection opening	Re-seal with structural grout or point repair
Damaged connection caused by overly ground tap	Repair with structural grout or point repair
Annular space or infiltration at manhole wall and liner termination	Re-grout liner termination
Cracked, missing pipe or voids caused by the cleaning operation	Repair with structural grout, thicken liner, or point repair
Dropped pipe or shape loss caused by the cleaning operation	Point repair
Wrinkles or ridges in liner greater than 5% of the pipe diameter	Grinding allowed if not part of structural component of liner. If grinding would require removal of structural component, then Contractor must make point repair.

Re-installed bulkheaded tap or inactive service connection	Re-seal with structural grout or point repair
Lined over debris	Point repair
Soft spots or lifts in the liner	Point repair
Final liner thickness less than required thickness bid	Replace inadequate liner

**NOTES:**

1. Grout must be structural grout system such as the KA-TE, SIKA or approved equivalent system and may be robotically-applied or hand-applied as conditions dictate.
2. The Engineer shall review the Contractor's inspection DVD to determine if there is an annular space at any connecting opening or manhole terminations. The Engineer's determination shall be considered final. The burden of proof shall be on the Contractor to prove that the annular space does not exist. The Contractor may submit a method of "snug-fit" verification for approval by the Engineer. An annular space shall be any separation of the liner and the host pipe that will allow water to flow through it. Where water is not actively flowing, the Engineer shall use a separation distance of 1/8-inch between the host pipe or manhole wall and the liner.

**BASIS OF MEASUREMENT & PAYMENT**

Payment for cured-in-place lining of storm sewers shall be made at the Contract price per LF completed and accepted based on the line size as indicated on the Bid Schedule.

Payment for preparation and insertion of liner, sealing of pipe in manholes, and cleanup shall be included in the unit price. Measurement shall be made from the center of manholes. Reinstatement of service connections by remote cutting is included in this pay item.

Pre- and post-lining TV inspection (TVI) are the responsibility of the Contractor and are included in the unit price for this item. No additional payment will be made for pre- or post-lining TVI.

Bypass pumping, if required, is incidental.

The Contractor will be paid for 50% of the CIPP quantity upon installation of the lining. The additional 50% will be paid when the following are complete:

1. Post-lining TVI is complete.
2. TVI DVD has been delivered to LFUCG.
3. Defects detected by post-lining TVI are repaired.
4. TVI DVD showing the repair has been satisfactorily completed.
5. All pipes into manholes have been properly sealed.

**B79. – B81. & B87. MANHOLE & ADDITIONAL ADJUSTABLE FRAME AND COVER CONSTRUCTION SCOPE**

Work for this Section shall consist of manhole construction for manholes less than eight feet zero inches (8'0") deep (measured from top of rim to flow line). Manholes greater than eight feet zero inches (8'0") deep shall

be paid for as eight feet zero inches (8'0") manholes plus the additional vertical depth at the Contract Unit Price quoted.

At the option of the CONTRACTOR, manholes shall be constructed of precast concrete manhole rings. Manholes shall be constructed to conform to Lexington- Fayette Urban County Government Standard Drawings 100-105 (storm) and 210- 217 unless otherwise noted or directed by the ENGINEER. Bases for manholes shall be poured in place using Class "A" concrete and shall have a minimum thickness of eight inches (8"). Field poured bases (doghouse manholes) shall only be allowed with prior approval of LFUCG. If no special instructions are given on the plans and precast manholes are used, the 6" overhang in the base section shown on the drawings shall not be required.

Dimensions for the placement of Manholes be as specified by the Purchase Order.

## **MATERIALS**

- Precast Concrete Rings: Precast concrete rings for manholes shall conform to ASTM Standard Specifications C-76, Class II, Wall B, with a minimum concrete strength of 4,000 psi, except that rings for manholes over twelve (12) feet deep shall be Class III. Rings shall be of the tongue and groove type. New or replacement manholes shall be sized such that a 6" ring is installed to permit future height adjustment in either direction. Brick leveling courses shall not be used under any circumstances.
- Precast Concrete Cones: Precast concrete cones shall be of the size and shape shown on the plans and shall conform to the ASTM Standard Specification C-76 for the reinforced concrete sewer pipe, Class II and as specified above for Precast Concrete Rings.
- Sealant for Concrete Rings: Conseal or its equal shall be used as sealant. Cementitious mortar shall not be used.
- Manhole Steps: Manhole steps shall be asphalt coated cast iron or polypropylene plastic coated steel rod or of a type and size approved by the ENGINEER.
- Manhole Frames and Covers: The Standard Manhole casting shall consist of 7" cast iron frames and 22-3/4 inch diameter covers weighing not less than 320 pounds for frame and cover, dimensioned as shown on the plans unless otherwise noted. When used the manhole adjustable frames shall be set at their lowest adjusted level. CONTRACTOR shall not use adjusters to match grade. Manhole covers must set neatly in the rings with contact edges machined for even bearings and tops 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 and be marked in large letters, "STORM SEWER, LEXINGTON, KENTUCKY". The lids shall have two pick holes about 1-1/2 inches wide and 1/2-inch deep with 3/8-inch undercut all around. They shall be equivalent to those manufactured for the Lexington-Fayette Urban County Government by J.R. Hoe and Sons, Middlesboro, Kentucky, and shall be of cast iron conforming to ASTM A-48, Class 35, Gray Iron Castings. The contact surfaces of covers and corresponding rings in the rims shall be machined to provide full perimeter contact.

## CONSTRUCTION METHODS

### Width and Depth of Excavation of Structure:

- Earth Excavation: In excavating for concrete structures, the required width shall be such as to permit forms to be constructed in the proper manner and to permit proper backfilling on completion of the structures. Depth of excavation for base shall be as shown on the Standard Drawings and/or as directed by the ENGINEER to obtain sufficient bearing.
- Rock Excavation: Rock excavation for structures will be measured between the vertical planes passing eighteen (18) inches beyond the outside of the base and from the surfaces of the rock to the neat lines of the bottoms of the structures or the actual bottom on the rock ledge.
- Laying Concrete Rings: Mortar joints shall not be more than 3/8 inch thick horizontally and not less than 3/8 inch wide vertically at the inside face of the manhole.

Precast concrete manhole rings shall be set level and plumb. Joints between sections shall not be less than 3/8 inch thick and the entire joint space between sections shall be completely filled with mastic designed for this purpose or other material approved by ENGINEER.

In sewer manholes, masonry shall be carefully and neatly constructed around the inlet and outlet pipes so that there will be no leakage around the outer surface.

The ENGINEER shall approve materials and techniques used to insure water and/or vacuum tightness.

- Manhole Inverts: Manhole inverts shall be formed from Class "A" concrete as shown on the plans. Curved inverts shall be constructed of concrete and shall form a smooth, even, half-pipe section. The inverts shall be constructed when the manhole is being built using prefabricated forms. Changes in direction of flow through the invert shall be made to a true curve with as large a radius as the size of manhole or inlet will permit. Invert slabs which are situated at depths in excess of 12 feet shall be reinforced per Lexington-Fayette Urban County Government Standard Drawings.
- Bases: The excavation shall be kept free of water while the manhole is being constructed. After the foundation has been prepared and has been approved by the ENGINEER, the bottom shall be constructed to the required line and grade. After the bottom has been allowed to set for a period of not less than twenty four (24) hours, the manhole and inlet shall be constructed thereon.
- Casting: The cast iron steps shall be included in the wall of the manhole at the proper locations and elevations as the work progresses and shall be securely embedded (per Lexington-Fayette Urban County Government Standard Drawings). The cast iron frame for the manhole cover shall be set at the required elevation and properly anchored. Where manholes are constructed in paved areas, the top surface of the frame and cover shall be tilted to conform to the exact slope, crown and grade of the existing adjacent

pavement. Frames shall be in full cement mortar beds or other approved material.

- **Backfilling:** Concrete or grout shall be allowed to set for a period of not less than twenty four (24) hours. Outside voids shall be backfilled and compacted in the same manner as provided for backfilling of pipeline trenches. All loose or waste material shall be removed from the interior of the manhole or inlet. The manhole cover or inlet grating then shall be placed and the surface in the vicinity of the Work cleaned off and left in a neat and orderly condition. No back-filling shall be performed until the manhole has been inspected and approved for backfilling by the ENGINEER.
- Abandon Manhole In Place

When the Engineer determines a manhole to be abandoned in place, the Contractor shall furnish all labor, supervision, equipment, and materials required for this work.

The manhole frame, cover, grade rings, and cone (or corbel) shall be carefully removed and stockpiled (if in reusable condition subject to Engineer's approval). Any component, which is not reusable, shall be disposed of properly by the Contractor.

The manhole to be abandoned in place shall have all lines plugged up and then be filled with sand or #9 gravel to the top of the remaining barrel section. Backfill shall then be placed in accordance with Section 4.11. All connecting pipes shall be safe loaded to the upstream or downstream structure. Final grading and restoration shall be in accordance with Sections 1.07 and 1.08.

#### **BASIS OF PAYMENT FOR STORM SEWER MANHOLES**

Accepted quantities for Lexington Storm Sewer Manholes will be paid at the Contract Unit Price as quoted for their respective sizes (which shall be full compensation for all Work required under this Section) and paid per specified Storm Sewer Manhole satisfactorily placed. All labor, excavation, materials, backfill, and equipment shall be incidental to the construction of manholes from zero (0) to eight (8) feet deep.

#### **BASIS OF PAYMENT FOR ADJUSTABLE FRAME AND COVER**

Accepted quantities for Adjustable Frame and Cover will be paid for at the Contract Unit as quoted (which shall be full compensation for all Work required under this Section) and paid per Adjustable Frame satisfactorily placed. All labor, excavation, materials (other than the Adjustable Frame), and equipment shall be incidental to the installation of Adjustable Frames.

#### **B82. – B84. MANHOLE – ADDITIONAL VERTICAL DEPTH SCOPE**

Work for this Section shall include all labor, materials, equipment, additional excavation, and incidentals necessary to construct additional manhole vertical depth beyond eight feet zero inches (8'0") and shall conform to all applicable standards as specified for manhole construction in of this Document.

## **BASIS OF PAYMENT**

Accepted quantities for Additional Vertical Depth will be paid for at the Contract Unit Price as quoted (which shall be full compensation for all Work under this Section) and paid per vertical foot of Additional Vertical Depth of storm sewer manhole satisfactorily placed. All labor, materials, equipment, and excavation shall be incidental to the placement of Additional Vertical Depth for manhole construction.

## **B85. TIME AND MATERIALS**

This item shall be used to secure needed products and activities not foreseen within limits of contract. Time shall be on an hourly basis. An invoice (Third Party – not CONTRACTOR) shall be provided with a 15% markup.

## **B86. REIMBURSEMENT**

This item shall be used to reimburse homeowners or as needed when work by others or materials are needed that are not included in other line items associated with this contract. Reimbursement shall be for cost plus 15% markup.

## **B87. MANHOLE-ADDITIONAL FOR ADJUSTABLE FRAME AND COVER**

Accepted quantities for Adjustable Frame and Cover will be paid for at the Contract Unit as quoted (which shall be full compensation for all Work required under this Section) and paid per Adjustable Frame satisfactorily placed. All labor, excavation, materials (other than the Adjustable Frame), and equipment shall be incidental to the installation of Adjustable Frames.

## **B91. – B92. RAISE MANHOLE TO GRADE <12 INCHES & RAISE MANHOLE TO GRADE, NON-PAVED AREA<12 INCHES**

Payment to raise existing manholes to grade shall be made at the Contract unit price each based on whether the surface is paved or non-paved, according to the Bid Schedule. Payment shall include all Supervision, labor, materials, and equipment necessary to complete the work in accordance with the Contract Documents. The maximum vertical distance the Contractor will be required to raise the manhole rim under this pay item will be 12 inches.

## **B90 – B92 MANHOLE, CURB BOX INLET & SURFACE INLET REHABILITATION**

### **SCOPE:**

Aging reinforced manholes, curb box inlets and surface inlets may require repair in lieu of replacement. Contractor shall be solely responsible for personnel safety during the execution of this work.

## **BASIS OF PAYMENT**

Payment for manhole, curb box inlet or surface inlet rehabilitation will be made at the Contract unit price per vertical foot based on the depth to invert. Payment shall include Supervision, labor, cleaning, plugging,

patching, sealing, and coating of manhole walls, base, chimney, and cone. Manhole rehabilitation shall include the application of coatings to provide structural integrity. Payment shall include all cleaning and surface preparation necessary for proper application of the coating materials.

END OF SECTION

## TECHNICAL SPECIFICATIONS

### SECTION 4

#### CLEANING AND INTERNAL INSPECTION

#### (C1 – C17 STORM SEWER INVESTIGATION BID ITEMS)

##### CLEANING

###### A. GENERAL INFORMATION

Furnish all Supervision, labor, materials, and equipment to remove debris either by Routine Cleaning, Heavy Cleaning, or Mechanical Root Cleaning from storm sewer lines using high-velocity jet (hydro cleaning) equipment, or other. The Contractor is responsible for debris removal and proper disposal in accordance with federal, state, and local standards. Storm sewer service must be maintained during cleaning operations.

All cleaning, debris removal, and CCTV work associated with CIPP work shall be incidental to the CIPP.

###### B. METHODS

1. The designated sewer line and sewer manhole sections shall be cleaned using a high-velocity jet, or other. Selection of the equipment used shall be based on the conditions of the sewers at the time the work commences. The equipment and methods selected shall be satisfactory to the Engineer. The equipment shall be capable of removing dirt, rocks, sand, and other materials and obstructions from the sewer lines and manholes. If cleaning of an entire section cannot be successfully performed from one access point, the equipment shall be set up on another access point and cleaning again attempted. Extreme care should be taken to prevent flooding of public/private property. If, again successful cleaning cannot be performed or the equipment fails to traverse the entire section, it will be assumed that a major blockage exists and the cleaning effort shall be abandoned and the Engineer notified.
2. Heavy cleaning is defined as cleaning necessary to remove debris or other material deposits exceeding 25% of the pipe diameter at the pipe invert for the entire reach of pipe, or to remove sediment deposits at a depth past the spring line of the pipe.

###### C. EQUIPMENT

1. High-Velocity Jet (Hydrocleaning) Equipment: All high-velocity sewer cleaning equipment shall be constructed for ease and safety of operation. The equipment shall have a selection of two or more high-velocity nozzles. The nozzles shall be capable of producing a scouring action from 15 to 45 degrees in all size lines designated to be cleaned. Equipment shall also include a high-velocity gun for washing and scouring manhole wall and floors. The gun shall be capable of producing flows from a fine spray to a solid stream. The equipment shall have minimum of 500 feet of 1-inch ID high-pressure hose, a minimum capacity of 60 gallons per minute (GPM), and a



working pressure of at least 1,200 pounds per square inch (PSI). The equipment shall carry its own water tank capable of holding a minimum of 900 gallons, auxiliary engines, pumps and hydraulically driven hose reel. The equipment may be either truck or trailer mounted as long as it adequately accomplishes the cleaning.

2. All controls shall be located so that the equipment can be operated above ground with minimal interference to traffic and/or danger to the operator.

#### D. MATERIAL REMOVAL

1. All sand, rocks, roots, grease, and other solid or semisolid material resulting from the cleaning operation shall be removed at the downstream manhole of the section being cleaned. Passing material from manhole section to downstream manhole sections could cause line stoppages, accumulations of sand in wet wells, or damage pumping equipment and shall not be permitted. **If it is observed by the Engineer or his representative that materials have been allowed to be passed to the next downstream section, the Contractor will be required to both clean and CCTV that section at their cost with an inspector present to verify line is cleaned.**
2. The Contractor shall furnish all equipment and appurtenances required for removal of the debris from the sewer system. No extra payment will be made for removing or disposing of the debris since this is considered a part of the cleaning scope of work.
3. All materials shall be removed from the site no less often than at the end of each workday. Under NO circumstances will the Contractor be allowed to accumulate debris, etc., on the site of work.
4. Flushing debris into receiving water (stream, channel, ditch, etc.) is prohibited unless measures are taken to collect the debris near the pipe outlet.

#### E. DISPOSAL OF DEBRIS

1. Unit prices for cleaning shall include the cost of trapping and removing any and all roots, sediments, and residual wastes from sewer systems and structures as cleaning progresses. Where a hydraulic jet sewer cleaner is used to scour and flush sewer lines, a vacuum unit or other suitable method as approved by the Engineer shall be used in conjunction with the hydraulic jet cleaner to remove and dewater the suspended matter from the downstream manhole.
2. The Contractor shall provide for adequate transportation and satisfactory disposal of the debris removed from the system. Debris shall be disposed of at LFUCG's Town Branch Wastewater Treatment Plant (WWTP) or other locations designated by LFUCG.

#### F. ACCESSIBILITY OF WATER FOR CLEANING

The Contractor shall be required to obtain all fresh water necessary for performance of work under this contract.

#### G. FINAL ACCEPTANCE

1. Acceptance of this portion of the work shall be made upon the successful completion of the subsequent internal television inspection and shall be to the satisfaction of the Engineer. Where cleaning is not found to be satisfactory, additional cleaning, up to three passes may be required by the Engineer at no cost to the Owner.
2. If cured-in-place liner is to follow the television inspection, particular attention shall be given to the adequacy of the cleaning to insure that the condition of the host pipe shall be acceptable for liner installation.

## 2.02 INTERNAL INSPECTION

### A. GENERAL

All lines designated by the Engineer shall be internally inspected. The purpose of the inspection is to locate structural damage that may be present in the collection pipe. CCTV shall be performed using software that is PACP approved by an operator that is PACP certified. **This data must be submitted in PACP version 4.4.2 unless otherwise requested.** This allows for the data to be used in the ACCELA database. If any other method is used and submitted it shall be rejected and a new survey using appropriate software shall be submitted.

All CCTV work associated with CIPP work shall be incidental to the CIPP.

If the contractor is using more than 1 CCTV truck, the data shall be combined into one database before submittal to LFUCG for review. The Contractor should also check the data for errors and make sure that the data is consistent. Some of the errors include making sure that the Pipe ID's match GIS. The Contractor should be able to take a list of valid GIS manhole and pipe ID's and find the ones in their database that don't match GIS.

1. After cleaning, the collection pipe shall be visually inspected by means of closed circuit television (CCTV). The inspection will be done one pipe section at a time.
2. Any structural damage found in the collection pipe impairing the CCTV inspection, shall be documented and the Engineer should be notified immediately. The Engineer and Owner will evaluate the damage and, if cost-effective, the Engineer will notify the Contractor in writing to proceed with additional repairs. These repairs will be made at the unit prices shown on the Contractor's Bid Proposal.
3. The Owner makes no guarantee that all of the storm sewers to be entered are clear for the passage of a camera (This includes possible utilities accidentally passing through). The methods used for securing passage of the camera are to be at the option of the Contractor, and the costs must be included in the bid price

for television inspection. The cost of retrieving the television camera, under all circumstances, when it becomes lodged during inspection, shall be incidental to this portion of the work.

B. EQUIPMENT:

1. Cameras shall be “waterproofed” with capability of operating in underwater conditions up to 5 psi. Cameras shall be operable in 100% humidity conditions. The equipment shall have a built-in inclinometer to measure the slope and grade of the sewer line.
2. The Engineer and Owner shall have access to view the television monitor at all times. Videotapes shall be DVD format and shall be recorded at standard speed.

C. RECOMMENDED METHOD FOR INTERNAL INSPECTION

1. A PACP certified technician shall control the operation of the equipment from a control panel located in the vehicle and shall have control of the movement of the television camera at all times. This may be accomplished by means of a self-propelled camera unit, remote-control winches, by telephone or other suitable means of communications between the winches at either end of the line segment being inspected.
2. CCTV inspection shall meet all PACP requirements, including recording of slope and distance. **The PACP certified technician must record all defects.** A failure to pass Quality Control reviews including both adherence to PACP and ACCELA compatibility of televised lines shall result in Contractor performing another CCTV inspection of lines at the Contractors expense.
3. The camera shall be moved through the sewers in the downstream direction at a uniform rate not to exceed 25 ft./min., stopping when necessary to ensure proper documentation of the sewer’s condition. Manual winches, power winches, TV cable and power rewinds or other devices that do not obstruct the camera view or interfere with proper documentation of the sewer conditions may be used to move the camera through the sewer line.
4. The camera will stop at each connection/junction and use the pan and rotate controls of the camera to inspect the condition of the connection/junction. The camera operator shall perform a 360-degree rotation around each connection and a full center view down the centerline of the connecting pipe. The minimum time frame spent at each connection/junction location is 15 seconds. Additional time may be required for defective connection/junction. This is not a separate pay item.
5. If during the inspection operation, the television camera will not pass through the entire section, the Contractor shall set up his equipment so that the inspection can be performed from the opposite access point. If the camera again fails to pass through the entire section, the Contractor shall notify the Engineer of the situation.

#### D. INSPECTION LOGS AND CD/DVDS

1. All CD/DVDS, and logs shall be labeled with the Contractors Name, Contract number, DVD number (logs must match that number) and with each Contractor the DVD/ logs must start at number 1 and progress upward till the end of this contract. The contractor shall supply the LFUCG 2 CD/DVDs copies of each submittal of CCTV work. **No Payment for CCTV shall be made until an acceptable copy of the DVD and logs are received by the engineer.**
2. A log approved by the Engineer must meet PACP standards and shall be provided for all line inspections listing the watershed, line segment ID, line segment location, upstream manhole depth, downstream manhole depth, pipe diameter, pipe material, defects and defect ratings, also see notes above. Printed and digital records shall be kept by the Contractor and will clearly show the location of each infiltration point observed during inspection. In addition, other points of significance such as locations of service connections, unusual conditions, roots, storm sewer connections, damaged pipe, presence of scale and corrosion and other discernable features will be recorded and a copy of such records in both hard copy and digital format will be supplied to the Engineer on a weekly basis. **The digital records must be submitted in PACP version 4.4.2 unless otherwise requested.** A key to all observations used shall be included on each log sheet.
3. The locations of all the defective areas to be repaired will be identified by logging the distance frame at each defect or point of interest measured from the center of the starting manhole to the plane of focus of the camera. The importance of accurate distance measurements is emphasized. Confirmation of measurement for location of defects shall be above ground by means of a meter device. Accuracy of the distance meter shall be checked by use of a walking meter, roll-a-tape or other suitable device, and the accuracy shall be satisfactory to the Engineer. Marking on the cable or the like, which would require interpolation for depth of manhole, will not be allowed.
4. The purpose of DVD recording shall be to supply a visual and audio record of problem areas of the lines that may be replayed. DVD recording playback shall be at the same speed that it was recorded. DVDs shall be considered property of the Owner and the Contractor shall possess backup copy of all DVDs until completion of the Contract. All CCTV work must be recorded on DVD's using a PACP approved software operated by a PACP certified operator and the Contractor must supply the LFUCG a readable copy of said software to view these DVD's.

#### E. FINAL ACCEPTANCE

**Acceptance of this portion of work shall be made upon the successful review of the DVD submitted to the LFUCG. If the DVDs are of such poor quality and/or the sewer line needs additional cleaning that the Owner is unable to evaluate the condition of the sewer line or to locate service connections, the Contractor shall be required to re-televiser and provide a suitable DVD of the line at no**

**additional cost.** If a suitable DVD cannot be provided of such quality that the Owner can review it, no payment shall be made for additional cleaning and/or closed circuit television (CCTV). Also, no payment shall be made for portions of lines not televised or portions where manholes cannot be negotiated with the television camera.

F. BASIS OF PAYMENT

The Contractor's Project Coordinator shall provide the Engineer with a tentative weekly schedule, and shall also provide daily notification of those areas to be investigated.

Payment for cleaning and closed-circuit television inspection of storm sewers will be made at the Contract unit price per LF completed, based on the line size as indicated on the Bid Schedule. Measurement shall be made from the center of the manholes. Cleaning shall include multiple passes with high-velocity jet (hydro cleaning) equipment as necessary to remove grit, grease and debris from the pipeline. Required deliverables, including CCTV inspection reports and DVDs, are included in this pay item. Plugging and blocking of sewer lines, if required, is included in this pay item. Bypass pumping, if required, is incidental.

END OF SECTION

## **TECHNICAL SPECIFICATIONS**

### **SECTION 5**

#### **GENERAL CIVIL BID ITEMS**

##### **WORK INCLUDED**

The Contractor shall furnish all Supervision, labor, machinery, tools, apparatus, equipment and vehicles, materials, services and other supplies necessary to perform all work shown on the Drawings and/or described in the Specifications and Contract Documents at the unit prices for the items enumerated in the Bid Schedule.

All scrap material and its disposal, and disposal of all spoil material is incidental to the Contract.

A 15% Contractor mark-up is standard and allowable for all special materials and subcontractors approved by the Owner. Contractor shall submit copies of all invoices for which 15% markup is requested.

##### **D1. – D2. EMBANKMENT AND EXCAVATION (EARTHWORK)**

###### **SCOPE**

The Work shall consist of the required removal and proper utilization or disposal of all excavated materials, forming embankments and the shaping and finishing to the required contour grading as determined in the field by the ENGINEER or shown on the Plans. And shall include all labor, materials, equipment, and incidentals necessary to complete the Work.

###### **MATERIALS**

All material removal shall be unclassified unless otherwise noted on Plans or written project description. It is anticipated that the majority of material to be removed will consist of a mixture of unconsolidated soil and rock, which generally will be classified as Common Excavation. Removal of bituminous and concrete pavement, curb and gutter, and sidewalks shall be performed under separate pay items.

Common Excavation includes a variety of material that can be effectively excavated with various bucket, blade, and ripper equipment ranging from light for some materials too heavy for other materials.

Rock Excavation is effective excavation of rock. Rock generally is material intact in a geological formation which, for effective excavation must first be broken with explosives or alternately, with drills, jack hammers, heavy hoe rams, rock trenchers, heavy single-tooth rippers or other high impact equipment. Contractor shall refer to *Rock Excavation (Mechanical)*.

It is anticipated that most rock encountered in the Unit Price Contract setting will be sound, relatively hard limestone. Removing limestone that is highly weathered and broken in place to a degree that it can be effectively excavated with normal earth digging equipment (e.g., excavator, backhoe, etc.) will not be classified as Rock Excavation.

The determination of classification of excavation, except where all excavation is unclassified, will be made by the ENGINEER, as provided by Section 8 of the General Conditions, after careful consideration of facts.

Any reference to rock, earth, concrete, or any other material on the plans 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 any 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 no claim will be considered for additional payment if the materials are not in accord with the classification shown.

For embankments, only acceptable materials from sources approved by the ENGINEER shall be used. No frozen material, or perishable materials of any kind will be allowed in the embankment. No stone or masonry fragment greater than 4 inches in any dimension will be allowed in the top 12 inches beneath the finished elevation.

## **GENERAL**

Excavation and grading shall be done in a neat and workmanlike manner to form smooth and uniform subgrades and surfaces for all subsequent operations. Once the surfaces have been shaped to the proper template and compacted to the satisfaction of the ENGINEER and in accordance with the current edition of the Kentucky Department of Highways Standard Specifications, they shall be maintained in such condition until covered by subsequent construction operations.

Material removed shall include excavation to the designated depths, transporting of removed materials from points of removal to points of final use, disposal of surplus materials, and the shaping and finishing of all areas to the required lines and grades as shown on the Drawings.

Surplus material will become the responsibility of the CONTRACTOR to dispose of off the project limits at a site acquired by the CONTRACTOR at no expense to the OWNER and approved by the ENGINEER. CONTRACTOR is to obtain a land disturbance permit, if applicable for disposal site. Material removal carried out below the indicated depths, except when directed by the ENGINEER, shall be replaced with material satisfactory to the ENGINEER. Additional payment will not be made for excess material removed without direction. All areas of fill shall be constructed to the lines and grades indicated on the Drawings, unless otherwise directed by the ENGINEER.

## **PREPARATION OF SUBGRADE**

Preparation of subgrade for pavements, bases, curbs, gutters, sidewalks, and retaining walls shall conform to the required grades and the specified depth below the designated surface of the particular item for which it is intended. All soft and spongy places in the subgrade shall be excavated and backfilled with No. 2 coarse aggregate (separate pay item) below the base coarse level, then brought to grade with dense graded aggregate. Once the subgrade has been shaped to the proper template and compacted to the satisfaction of the ENGINEER and in accordance with the Kentucky Department of Highways Standard Specifications for Road and Bridge Construction, current edition, it shall be maintained in such condition until covered by subsequent construction operations. Any portion of the subgrade, which cannot be shaped and compacted by the use of machinery, shall be prepared by the use of hand tools.

## **UTILIZATION OF REMOVED MATERIALS**

All suitable material removed shall be used, insofar as it is practicable, in constructing the fill and embankments as determined in the field by the ENGINEER or shown on the Plans provided that the ENGINEER approves.

## **CONSTRUCTION TOLERANCES**

The CONTRACTOR shall make every reasonable effort to construct the project uniformly. Tolerances, which will be allowed, before changes in the quantities to be paid will be made or before reworking of the constructed item is required, shall comply with the KDOH Standard Specifications, Section 204, 207 current edition.

No payment will be made for any earthwork performed outside the limits shown on the Drawings or those approved by the ENGINEER. No extra material shall be removed or placed outside of these limits without permission.

## **STANDARD SPECIFICATIONS**

To the extent that they do not conflict with the content of the Plans and Contract Documents and Specifications, Sections 109, 203, 204, 205, 206, 207, and 211 of KDOH Standard Specifications, current edition, are incorporated into this Technical Specification.



## **MEASUREMENT AND PAYMENT FOR EXCAVATION AND PLACEMENT**

Payment for Excavation and Placement shall be for the quantity indicated on the scope of work by the ENGINEER and/or Purchase Order unless the ENGINEER authorizes changes in Excavation and Placement. Approved changes will be measured using approved contour grades. Excavation and Placement shall include excavation to the designated depths, transporting of removed materials from points of removal to points of final use, disposal of surplus or rejected materials, and the shaping and finishing of all areas to the required lines and grades as shown on the Drawings, or as determined in the field by the ENGINEER.

The accepted quantities thus measured will be paid for at the Contract Unit Price per cubic yard for Excavation and Placement, based on the plan quantity of material removed, to the extents shown on the plans, and shall be full compensation for all labor, equipment, and incidentals necessary to complete the Work, in place, ready for use.

If fill material is brought on from off-site, compensation shall be provided at the Contact Unit Price per cubic yard as delivered for Excavation and Placement, and shall include all labor, equipment and incidentals necessary to furnish the material and complete the Work, in place, ready for use. The CONTRACTOR shall provide load tickets indicating the cubic yardage delivered.

## **EMBANKMENT**

The Work shall consist of forming embankments with materials from sources indicated on the Plans or from other approved sources in accordance with these Specifications, to conform to the lines, grades, and cross-sections specified. The Work shall be performed in accordance with Kentucky Department of Highways Standard Specifications for Road and Bridge Constructions, Current Edition, Section 206.

Embankment shall include obtaining suitable approved material either through on- site excavation or from offsite, placement of soil in specified lifts, adding moisture as needed and uniformly incorporating it into the soil through disking or other mechanical means, and compacting with mechanical compaction equipment that will satisfy the density requirements of at least 95 percent of Standard Proctor.

## **BASIS OF PAYMENT**

Payment for Embankment shall be for the quantity indicated by the plans and/or Purchase Order unless the ENGINEER authorizes changes in Embankment. Approved changes will be measured using approved lines and grades. Material used for Embankment may be from approved on-site sources and/or approved off- site sources. Removal and transport of material shall be incidental to the cost of Embankment. The cost of soil testing shall be per Section A7 of the General Provisions.

The accepted quantities thus measured will be paid for at the Contract Unit Price per cubic yard for Embankment in place (plan quantity), and shall be full compensation for all labor, equipment, and incidentals necessary to complete the Work, in place, ready for use.

### **D3. TOPSOIL PLACEMENT SCOPE**

The Work for this Section shall consist of furnishing (when required) and placing topsoil in locations as determined by the Engineer and shall include all labor, materials, equipment, excavation, and incidentals necessary to complete the Work in place, ready for use and constructed in conformance with KDOH Standard Specifications. Work for this Section shall conform to Kentucky Department of Highways Standard Specifications for Road and Bridge Construction Section 212.03.02, 827.10, Current Edition and the Lexington-Fayette Urban County Government Standard Drawings and shall include labor, excavation, materials, equipment and necessary incidentals.

### **WORK**

**Furnish and Place Topsoil:** When the bid item is Furnish and Place Topsoil, obtain topsoil conforming to Section 827 from source outside the project area. Avoid injury to existing planted growths, structures, and paved surfaces during topsoil operations.

**Spreading Stockpiled Topsoil:** When the bid item is Spreading Stockpiled Topsoil, obtain the material from existing stockpile or freshly stripped ground; on or near the project, from material owned or obtained by the Owner.

Proper equipment and methods of operation shall be employed that prevent the loading of subsoil or other unsuitable material with the topsoil. During hauling operations, keep pavement surfaces clean. Promptly and completely remove any topsoil or other substances dropped on the surfaces before it is compacted by traffic.

Prepare areas designated to receive topsoil. Then place and spread topsoil to a sufficient loose depth so that after natural settlement and rolling, the completed work conforms to the required line, grades, and elevations. Compact the topsoil and prepare the area for seeding according to Specifications.

Do not spread topsoil until grading and shaping of the area to receive the topsoil has been completed and seeding and protection operations are ready to begin. Spread and lightly compact the topsoil to a uniform depth of approximately 6 inches over areas specified on the Plans or as the Engineer directs. Do not place topsoil on slopes steeper than 3:1. Compact the topsoil and prepare the area for seeding according to Specifications.

## **MATERIAL**

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

Clay	40% maximum
Silt	70% maximum
Sand	60% maximum
Organic Material	2% minimum, 10% maximum
pH	6.0 minimum, 7.0 maximum

### **BASIS OF PAYMENT – FURNISH AND PLACE TOPSOIL**

Accepted quantities for Furnish and Place Topsoil will be paid for at the Contract Unit Price per cubic yard as quoted and this shall be full compensation for all Work required under this Section. All labor, materials, equipment, transportation and earthwork shall be incidental to the placement of Topsoil.

### **BASIS OF PAYMENT**

Accepted quantities for Spread Topsoil will be paid for at the Contract Unit Price per cubic yard as quoted and this shall be full compensation for all Work required under this Section. All labor, materials, equipment, and earthwork shall be incidental to the placement of Topsoil. No additional payment will be made for earthwork to remove and stockpile the soil prior to spreading. The CONTRACTOR shall provide load tickets indicating the cubic yardage delivered.

### **D4. ROCK EXCAVATION (MECHANICAL) SCOPE**

Work under this Section shall be accomplished by accepted methods of either drilling, jack hammering, hoe ramming, rock trenching, single-tooth ripping, or using other high-impact equipment to remove rock in areas where blasting is not acceptable as determined by the ENGINEER. Any property damage caused by operations under this section is the responsibility of the CONTRACTOR. All Work under this Section is to be completed as defined in the Kentucky Department of Highways Standard Specifications.

## **BASIS OF PAYMENT**

Accepted quantities for Rock Excavation (Mechanical) will be made at the Contract Unit Price as quoted (which shall be full compensation for all Work required under this Section) and paid per cubic yard of Rock Excavation (Mechanical) satisfactorily completed (determined by measuring length, width and depth of material removed). Classification of excavation will be as described in Section 3. Work under this Section shall include all labor, materials, equipment, removal and disposal of loose rock, and incidentals necessary to complete the Work.

## **D5.-D7. TREE REMOVAL**

### **SCOPE**

Tree removal consists of removing trees marked for removal. Work for this Section shall include all labor, materials, equipment, and incidentals necessary to complete the Work.

Grinding and removal of stumps and roots is required unless substituted for grubbing with approval of the ENGINEER. When grinding is utilized, wood residue will be totally removed and replaced with approved, compacted topsoil. All stumps shall be ground to a depth that severs the roots from the main root mass or to a minimum depth of ten inches from finished or original grade (whichever is deeper). All holes resulting from the removal of stumps shall be backfilled by the end of the daily work period.

### **MEASUREMENT**

Tree measurements shall be based on the diameter breast high (DBH). DBH is measured outside bark, 4.5 feet above ground on the uphill side of the tree. If there is some irregularity about the tree, such as a protruding knot or ring of knots, swelling, forking or other deformity, DBH must be taken at another point. Generally, the point of measurement is moved higher on the tree trunk, to a point where the deformity is no longer affecting the measurement.

## **BASIS OF PAYMENT**

Accepted quantities for the Removal of Trees and Stumps will be paid for at the Contract Unit Price as quoted for various sizes (which shall be full compensation for all Work required under this Section) and paid per each item, as specified on the Purchase Order, which is satisfactorily removed. All labor, materials, disposal (hauling and tipping fees) and equipment shall be incidental to Tree Removal.

## **D8. SEEDING AND PROTECTION SCOPE**

Work under this Section shall be in conformance to Kentucky Department of Highways Standard Specifications Section 212, current edition and shall include all labor, materials, equipment, and incidentals

necessary to complete the Work. Fertilizer (10-10-10) and agricultural lime will be incorporated into a 3" deep bed and applied at 28 lbs./1,000 sq. ft. and 150 lbs./1,000 sq. ft., respectively.

Seeding shall be done with Kentucky Bluegrass only unless specified otherwise in the Purchase Order. Mulching material shall consist of straw or hay in an air-dry condition, and shall be substantially free of noxious weed seeds and objectionable foreign matter. Mulching material shall applied to a loose depth of 1 to 1½ inches.

Finelawn or other turf type fescue, 3 lb/1,000 sq. ft.; add ½ lb of Poa Trivialis for very heavy shade or otherwise customize as directed by ENGINEER. The desires of the owner should be considered. Species currently present should also be considered.

## **BASIS OF PAYMENT**

Accepted quantities for Seeding and Protection will be paid for at the Contract Unit Price as quoted (which shall be full compensation for all Work under this Section) and paid per square yard of Seeding and Protection satisfactorily placed. All labor, fertilizer, lime, straw, materials, and equipment shall be incidental to the application of Seeding and Protection.

## **D9. SODDING**

### **SCOPE**

Work under this Section shall be in conformance to Kentucky Department of Highways Standard Specifications Section 212 and shall include all labor, materials, equipment, and incidentals necessary to complete the Work. Fertilizer (10-10-10) and agricultural lime will be incorporated into a 3" deep sod bed and applied at a rate of 28 lbs./1,000 sq. ft. and 100 lbs./1,000 sq. ft., respectively. Sodding shall be done with Kentucky Bluegrass, Fescue, or other species approved by the ENGINEER and available at the time of placement. The desires of the owner and the species currently being used should be considered.

### **BASIS OF PAYMENT**

Accepted quantities for Sodding will be paid for at the Contract Unit Price as quoted (which shall be full compensation for all Work under this Section) and paid per square yard of Sodding satisfactorily placed. All labor, materials and equipment shall be incidental to Sodding.

## **D10. EROSION CONTROL BLANKET**

### **DESCRIPTION OF WORK**

The Work covered by this specification consists of furnishing all materials, equipment, and labor for preparing the seedbed, fertilizing, seeding, and installation of permanent Erosion Control Blankets in the areas as directed by the ENGINEER.

There are two types of erosion control blankets. The Degradable Erosion Control Mat serves as a slope protector and is designed to hold seeds and soil in place until vegetation is established. The Turf Reinforcement Mat (TRM) serves as a permanent erosion control device designed to retain seed and soil using durable synthetic materials stabilized against ultraviolet degradation and inert to chemicals normally encountered in soil.

### **MATERIALS**

Degradable Erosion Control Mat shall be woven from a chosen material and is meant to slow down the speed at which water moves across the surface. The material chosen is usually something with lots of ridges and obstructions for the water to slow down on. There are many different types of erosion control mats, some that are synthetic and some that are natural. There are even a few that are both synthetic and natural. These mats can be made out of straw, coconut fiber, aspen fiber, jute, and polypropylene (plastic).

Reinforcement shall be ECB Verdyol S31UVD or approved equal or equivalent. The erosion control matting shall be a minimum width of 6.5 feet and approximately 1/8 inch to 1/2 inch thick. The mat shall be made with weed free chopped straw or equivalent evenly distributed on photodegradable polypropylene mesh and attached with high strength thread.

Turf Reinforcement Mat-Turf Reinforcement shall be Landlok Turf Reinforcement Mats (TRM), or InstaTurf or approved equal. The erosion control matting shall be a minimum width of 6.5 feet with approximately 1/2-inch x 1/2-inch mesh openings: weighing not less than 10 ounces per square yard. Mat fasteners shall be stakes or staples. Stakes shall consist of wood, shall have a minimum length of six inches, and shall be installed flush to the ground. Staples shall be U-shaped and made from steel wire. The staples shall have a minimum width of one inch and a minimum length of six inches. Turf Reinforcement Mat should be used after proper soil preparation, fertilization, and seeding. Installation of Turf Reinforcement Mat shall conform to the details shown in the drawings.

Seed-Seed shall consist of Kentucky Bluegrass sown at the rate of 12 lbs/1,000 sq. ft. or Finelawn or other turf type fescue at a rate of 3 lbs/1,000 sq. ft.; add 1/2 lb of Poa Trivialis for very heavy shade or otherwise customize as directed by ENGINEER. The desires of the owner or the species currently being used should be considered. Seed labeled in accordance with US Department of Agriculture Rules and Regulations under the Federal Seed Act shall be furnished. Seed shall be furnished in sealed, standard containers unless written exception is granted. Seed that is wet or moldy or that has been otherwise damaged in transit or storage will not be acceptable.

Preparation of ground surface-The surface shall be suitably tilled or scraped such that the top 3 to 4 inches of soil is loose and the soil condition is acceptable to the ENGINEER. The Work shall be performed only during periods when, in the ENGINEER'S opinion, beneficial results are likely to be obtained. When drought, excessive moisture, or other unsatisfactory conditions prevail, the work shall be stopped when directed.

Fertilizer-10-10-10 fertilizer and agricultural lime will be applied at 28 lbs./1,000 sq. ft. and (100 lbs. above) 150 lbs./1,000 sq. ft., respectively.

Seeding-Seed shall be broadcast either by hand or with approved hydraulic seeding equipment, as specified herein before at the rates herein before specified. Seed shall be distributed uniformly over designated areas. Half of seed shall be sown with sower moving in one direction, and the remainder with sower moving at right angles to the first sowing. Seeds shall be covered to an average depth of 1/4-inch hand rake. Seed shall not be broadcast during windy weather.

## **PROTECTION AND MAINTENANCE**

Protection shall be provided against traffic or other use by erecting barricades immediately after treatment is completed, and by placing warning signs, as directed, on various areas.

Seeded areas shall be maintained until all seeding work or designated portions thereof have been completed and accepted. Any damage shall be repaired, and mulch material that has been removed by wind or other causes shall be replaced and secured.

## **ESTABLISHMENT**

The CONTRACTOR shall be responsible for proper care of seeded areas while grass is becoming established. Where seeding work is done after the acceptance of other work under this Contract, the grass will be considered to be established and ready for acceptance when it reaches an average height of three inches over all seeded areas.

## **REPAIR**

When any portion of the surface becomes eroded or otherwise damaged or treatment is destroyed, the affected portion shall be repaired to reestablish condition and grade of soil and treatment prior to injury, as directed. Repair work required because of faulty operations or negligence on the part of the CONTRACTOR shall be performed without cost to the OWNER.

## **ASIS OF PAYMENT**

Accepted quantities for Erosion and Sediment Control will be paid for at the Contract Unit Price as quoted which shall be full compensation for all Work required under this Section: The LFUCG will make payment for the completed and accepted quantities under the following: All labor, materials (except as noted), equipment, fuel and excavation shall be incidental to the placement and removal of Erosion and Sediment Control. Maintenance of erosion and sediment control is incidental to installation.

Erosion Control Blanket      Square Yards

#### **D11. – D12. CONCRETE SIDEWALK (4½” AND 6”) SCOPE**

This Work consists of the construction of sidewalks (dimensions as specified by the Purchase Order) on a thoroughly compacted subgrade 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 Sections 206, 207, 505, 601, 801, 802, 803, 804, 805, and 823 of the Kentucky Department of Highways (KDOH) Standard Specifications, current edition, but only to the extent that these KDOH sections do not conflict with the content of the Plans, Contract Documents and Specifications, and LFUCG Standard Drawings.

Sidewalk within the neat lines of an entrance shall be considered part of the entrance with regard to construction requirements and also measurement and payment. The entire entrance from inside curb edge through the transition to original driveway shall be completed in continuous pour unless approved otherwise by the ENGINEER.

Subgrade shall be thoroughly compacted. Soft or unsuitable subgrade shall be excavated and replaced with compacted No. 57 stone. At the discretion of the Engineer, Contractor shall place a 4” thick subbase of No. 57 stone on top of compacted subgrade and shall strike and mechanically compact the stone to produce a uniform flat surface.

Expansion joints shall be placed at 32-foot intervals or where new sidewalk is placed against existing sidewalk. Expansion joint material shall be of approved quality and of one-half (½) inch thickness. Expansion joints shall extend entirely and continuously through the concrete, and all excess expansion joint material shall be trimmed to conform to the surface of the concrete.

Concrete shall be sufficiently vibrated to assure removal of air voids. Concrete sidewalks shall be struck off by use of a screed, and they shall be floated and brushed. Edges and division marks shall be finished in a neat and workmanlike manner through use of the proper concrete finishing tools. Division joints in sidewalks shall be three-fourths (¾) inch in depth, at four foot intervals, or as indicated on the Plans.

When it is necessary to replace portions of existing concrete sidewalks and entrance pavements, such existing features will be removed to the nearest transverse joint or division mark beyond the matching point indicated on the Plans. The existing concrete shall be sawed by an approved concrete saw. In the absence of a transverse joint or division mark, the sawing shall be performed as directed by the ENGINEER. It will not be permissible to place new concrete against the ragged edges of concrete caused by removal devices such as hand tools and air hammers.



All concrete used shall be Class A concrete on which Type 2 (white pigmented) curing compound is used (clear curing compound will be required in Historic Districts). Any placing of concrete must be immediately preceded by inspection and approval of the ENGINEER.

Work for this section shall include all labor, materials, equipment, excavation, and incidentals necessary to complete the Work.

### **BASIS OF PAYMENT**

Accepted quantities for 4 ½ inch and 6 inch Concrete Sidewalk shall be paid for at their respective Contract Unit Prices as quoted (which shall be full compensation for all Work required under this Section) and paid per square yard of specified Concrete Sidewalk satisfactorily placed. All labor, materials, equipment, subgrade compaction, excavation and backfill shall be incidental to the placement of 4 ½ inch and 6 inch Concrete Sidewalks.

Accepted quantities for No. 57's will be paid for at the respective Contract Unit Price as quoted (which shall be full compensation for all Work required under this Section) and paid per ton of Crushed Stone satisfactorily placed, leveled and compacted. Payment shall be based on weight tickets for stone delivered and accepted for work. All labor, materials (other than the Crushed Stone), equipment, and excavation shall be incidental to the placement of Crushed Stone.

### **D13. 6" CONCRETE ENTRANCE PAVEMENT SCOPE**

This Work consists of constructing Concrete Entrances at the locations shown on the Plans, according to Lexington-Fayette Urban County Government Standard Drawings numbers 307, and 307-1 current edition. Work in this section shall also conform to Sections 206, 207, 601, 801, 802, 803, 804, 805, and 823 of the KDOH Standard Specifications, current edition.

Any placing of concrete must be immediately preceded by inspection and approval of the ENGINEER.

Sidewalk within the neat lines of an entrance shall be considered part of the entrance with regard to construction requirements and also measurement and payment. The entire entrance from inside curb edge through the transition to original driveway shall be completed in continuous pour unless approved otherwise by the ENGINEER.

Subgrade shall be thoroughly compacted. Soft or unsuitable subgrade shall be excavated and replaced with compacted No. 57 stone. At the discretion of the Engineer, Contractor shall place a 4" thick subbase of No. 57 stone on top of compacted subgrade and shall strike and mechanically compact the stone to produce a uniform flat surface.

Work for this section shall include all labor, materials, equipment, excavation, and incidentals necessary to complete the Work.

### **BASIS OF PAYMENT**

Accepted quantities for 6 inch Concrete Entrance Pavement shall be paid for at the Contract Unit Price as quoted (which shall be full compensation for all Work required under this Section) and paid per square yard of Concrete Entrance Pavement satisfactorily placed. Measurement for entrance pavement will extend to back edge of curb. All labor, materials, equipment, subgrade compaction, excavation and backfill shall be incidental to the placement of Concrete Entrances.

Accepted quantities for No. 57's will be paid for at the respective Contract Unit Price as quoted (which shall be full compensation for all Work required under this Section) and paid per ton of Crushed Stone satisfactorily placed, leveled and compacted. Payment shall be based on weight tickets for stone delivered and accepted for work. All labor, materials (other than the Crushed Stone), equipment, and excavation shall be incidental to the placement of Crushed Stone.

### **D14. SIDEWALK RAMPS SCOPE**

This Work consists of the construction of Sidewalk Ramps on a thoroughly compacted subgrade in accordance with the Plans, Contract Documents and Specifications, and Lexington-Fayette Urban County Government (LFUCG) Standard Drawings numbers 304-306 current edition. Work in this section shall also conform to Sections 206, 207, 601, 801, 802, 803, 804, 805, and 823 of the Kentucky Department of Highways (KDOH) Standard Specifications, current edition, but only to the extent that these KDOH sections do not conflict with the content of the Plans, Contract Documents and Specifications, and LFUCG Standard Drawings.

Expansion joint material shall be of approved quality and of one-half (½) inch thickness. Expansion joints shall extend entirely and continuously through the concrete, and all excess expansion joint material shall be trimmed to conform to the surface of the concrete.

Concrete shall be sufficiently vibrated to assure removal of air voids. Concrete shall be struck off by use of a screed, floated and brushed. Edges and division marks shall be finished in a neat and workmanlike manner through use of the proper concrete finishing tools. Division joints in sidewalks shall be three-fourths (¾) inch in depth, at four foot intervals. All concrete used shall be Class A concrete on which Type 2 (white pigmented) curing compound is used. Any pouring of concrete must be immediately preceded by inspection and approval of ENGINEER.

When it is necessary to replace portions of existing concrete sidewalks and entrance pavements, such existing features will be removed to the nearest transverse joint or division mark beyond the matching point indicated on the Plans. The existing concrete shall be sawed by an approved concrete saw. In the absence of a transverse joint or division mark, the sawing shall be performed as directed by the ENGINEER. It will not be permissible to place new concrete against the ragged edges of concrete caused by removal devices such as hand tools and air hammers or caused by breaks.

Work for this section shall include all labor, materials, equipment, excavation, and incidentals necessary to complete the Work.

LFUCG will provide the tactile warning tile for fresh concrete placement and the CONTRACTOR will install per unit price for Detectable Warning Tile Installed.

#### **BASIS OF PAYMENT**

Accepted quantities for Sidewalk Ramps will be paid for at the Contract Unit Price as quoted (which shall be full compensation for all Work required under this Section) and paid per square yard satisfactorily placed. All labor, materials, equipment, subgrade compaction, excavation and backfill shall be incidental to the placement of Sidewalk Ramps.

#### **D15. – D17. CURB AND GUTTER SCOPE**

This Work consists of the construction of Header Curb and/or Curb and Gutter Type 1 and Type 4 on a thoroughly prepared subgrade in accordance with the Plans, Contract Documents and Specifications, and Lexington-Fayette Urban County Government Standard Drawing, number 301, current edition. Work in this section shall also conform to Sections 206, 207, 601, 801, 802, 803, 804, 805 and 823 of the Kentucky Department of Highways (KDOH) Standard Specifications, current edition, but only to the extent that these KDOH sections do not conflict with the content of the Plans, Contract Documents and Specifications, and Lexington-Fayette Urban County Government Standard Drawings.F

Any placing of concrete must be immediately preceded by inspection and approval of the ENGINEER.

Work for this section shall include all labor, materials, equipment, excavation, and incidentals necessary to complete the Work.

#### **BASIS OF PAYMENT**

Accepted quantities for Header Curb and/or Curb and Gutter Type 1 or Type 4 will be paid for at the Contract Unit Price as quoted (which shall be full compensation for all Work required under this Section) and paid per linear foot, satisfactorily placed. Header Curb and/or Curb and Gutter, Type 1 or Type 4, will be paid at the Unit Price across all entrances. All labor, materials, equipment, subgrade compaction, excavation and backfill shall be incidental to the placement of concrete Header Curb and/or Curb and Gutter, Type 1 or Type 4.

#### **D18. SINGLE BLOCK MASONRY RETAINING WALL SCOPE**

This Work shall consist of furnishing all materials and construction of a modular concrete gravity retaining wall system (Keystone, VERSA-LOK or approved equal) in accordance with these specifications, manufacturer's recommendations and in reasonably close conformity with the lines, grades, design, and dimensions shown on the plans. Work includes furnishing and placing concrete blocks, caps, and pins.

Work also includes excavation, preparing foundation soil, installing leveling pad, drainage fill and backfill to the lines and grades shown on the construction drawings. This modular concrete gravity retaining wall will be limited to the maximum height recommended by the manufacturer as measured from the base of the wall to the top.

## **BASIS OF PAYMENT**

Accepted quantities of Single Block Masonry Retaining Wall will be paid at the Contract Unit Price per square foot as measured from the free face, which shall be full compensation for all Work required by this section. It does not include the material cost of drain pipe, drainage fill, backfill material brought from off-site, and materials for the leveling pad as specified in the construction drawings. Those items shall be paid for at their respective unit bid price determined elsewhere under this Contract. Where such a unit cost is not furnished, the item shall be separately negotiated.

## **D19. ARTICULATING CONCRETE BLOCK SCOPE**

All Work for this Section shall consist of installation of Articulating Concrete Blocks(ACB). It shall include grading and installation of geotextile filter fabric and articulating concrete blocks.

## **MATERIALS**

ARTICULATING CONCRETE BLOCKS shall be four-inch thick blocks, and shall be **ARMORLOC™ 3510** (mfgd by Armortec of Bowling Green, KY), **ARMORFLOC™** (distributed by ConTech of Middletown, OH), **GEOLINK™ PL41216** (manufactured by PetraTech/American Concrete Products of Woodstock, IL), or **FLEXAMAT** (mfgd by Motz Enterprises Inc. of Cincinnati, Ohio), or approved equal. Submit cut sheets and a sample before any construction commences.

The GEOTEXTILE FILTER FABRIC placed under the ACB shall be a woven monofilament geotextile with a minimum weight of 4 oz./sq. yd. and shall be **MARAFI 5XT** , **MARAFI FW500**, or equal as approved by the ENGINEER.

## **CONSTRUCTION METHODS**

ARTICULATING CONCRETE BLOCKS shall be installed according to the plans, details, and manufacturer's instructions.

## **BASIS OF PAYMENT**

Accepted quantities shall be paid for at the Contract Unit Price per square yard as quoted as in the Bid Schedule and shall be full compensation for all Work under this Section including geotextile filter fabric. All

labor, materials, equipment, excavation, and grading shall be incidental to the installation of ARTICULATING CONCRETE BLOCKS.

## **D20. - BITUMINOUS PAVEMENT MILLING AND TEXTURING SCOPE**

Work for this Section shall conform to the Kentucky Department of Highways Standard Specifications, Section 408, current edition and shall include all labor, materials, equipment, incidentals necessary to complete Work, including disposal of all resultant cuttings.

### **BASIS OF PAYMENT**

Accepted quantities for Bituminous Pavement Milling and Texturing will be paid for at the Contract Unit Price as quoted (which shall be full compensation for all Work required under this Section) and paid per ton of Bituminous Pavement Milling and Texturing satisfactorily completed. All labor, materials, and equipment, hauling and disposal shall be incidental to the Milling and Texturing of Bituminous Pavement.

Unless otherwise agreed upon, tonnage shall be based on the measured volume [(SY) of the milled surface times the depth (in)] times 110 lbs/S.Y./in of depth. (Density is per Exhibit 1 000-02 of the *Kentucky Highway Design Manual*, Jan 2006)

## **D21. DENSE GRADED AGGERGATE BASE SCOPE**

This Work consists of the construction of Dense Graded Aggregate base 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 Sections 109, 207 and 302 of the Kentucky Department of Highways (KDOH) Standard Specifications, current edition, but only to the extent that these KDOH sections do not conflict with the content of the Plans, Contract Documents and Specifications, and LFUCG Standard Drawings. The requirements of KDOH Standard Specifications, Section 302, apply with the following changes:

- (1) Control strips will not be required or utilized for compaction control.
- (2) Test sections and target density, as prescribed in paragraph 302.03.04 will not be established.
- (3) Density measurements will be made at locations designated by the ENGINEER or representative.
- (4) Initial testing will be provided by the OWNER; any necessary re- testing requested by the CONTRACTOR will be at the CONTRACTOR'S expense.
- (5) The average of dry density measurements in a lift shall be equal to or better than 144 pounds per cubic foot (pcf). No individual measurement shall be less than 140 pcf.
- (6) In the event the dry density measurements are not met, laydown operations will be stopped in the substandard area identified by the ENGINEER or representative. The CONTRACTOR will either

continue compaction effort or rework the designated section until the requirements for dry density are satisfied.

Work for this section shall include all labor, materials, equipment, excavation, and incidentals necessary to complete the Work.

#### **BASIS OF PAYMENT**

Accepted quantities for Dense Graded Aggregate will be paid for at the Contract Unit Price as quoted (which shall be full compensation for all Work required under this Section) and paid per ton of Dense Graded Aggregate satisfactorily placed. Payment shall be based on weight tickets for Dense Graded Aggregate delivered and accepted for the work. All labor, materials (other than the Dense Graded Aggregate), delivery, equipment, and excavation shall be incidental to the placement of Dense Graded Aggregate.

#### **D22. – D24. CRUSHED STONE SCOPE**

All Work for this Section shall consist of furnishing and placing commercially available Crushed Stone aggregate in sizes and locations as determined by the ENGINEER and shall include all labor, materials, equipment, excavation, compaction, and incidentals necessary to complete the Work in place, ready for use and constructed in conformance with KDOH Standard Specifications.

No. 2's meeting the requirements of KDOH Section 805 should be used for locations as determined by the Engineer and shall include all labor, materials, equipment, excavation, and incidentals necessary to complete the Work in place, ready for use and constructed in conformance with KDOH Standard Specifications. No. 2 Stone meeting the requirements of KDOH Section 805 can be used for stabilizing sub-grade and pavement base etc.

Where soft, undesirable soil material is encountered at or below desired sub-grade elevation, undesirable material will be removed and/or bridged to develop a sufficient platform to support compaction of DGA. The depth and extent of this work shall be determined based on conditions observed and performance of compaction equipment on the sub-grade. Work shall be directed by the Engineer.

Stone will be dumped or pushed into place and walked in until support is developed for heavy equipment. The ultimate test will be the ability to provide an adequate compaction platform for the DGA base.

No. 9's and No. 57's meeting the requirements of KDOH Section 805 should be used for stabilizing subgrade and pavement base, trench backfill, in areas of undercut, as backfill in areas of pavement restoration, or pipe bedding not incidental to pipe as a pay item.

#### **BASIS OF PAYMENT**

Accepted quantities for No. 2's will be paid for at the respective Contract Unit Price as quoted (which shall be full compensation for all Work required under this Section) and paid per ton of stone. No direct

measurement shall be made. Payment shall be based on weight tickets for stone delivered and accepted for the work. All labor, materials (other than No. 2 Stone), equipment, proof testing, excavation and disposal of excavated material shall be incidental to the placement of No. 2 Stone.

Accepted quantities for No. 9's and No. 57's will be paid for at the respective Contract Unit Price as quoted (which shall be full compensation for all Work required under this Section) and paid per ton of Crushed Stone satisfactorily placed. Payment shall be based on weight tickets for stone delivered and accepted for work. All labor, materials (other than the Crushed Stone), equipment, and excavation shall be incidental to the placement of Crushed Stone.

#### **D25. STEEL REINFORCEMENT FOR CONCRETE SCOPE**

Work for this Section shall conform to the Kentucky Department of Highways Standard Specifications, Section 602, current edition and shall include all labor, materials, equipment, and incidentals necessary to complete Work.

#### **BASIS OF PAYMENT**

Accepted quantities of Steel Reinforcement for Concrete will be paid for at the Contract Unit Price (which shall be full compensation for all Work under this Section) and paid per pound of reinforcing steel satisfactorily furnished and placed. All labor, materials (other than the steel reinforcement), and equipment shall be incidental to the placement of Steel Reinforcement for Concrete.

#### **D26.- D29. UNFINISHED CONCRETE AND FORMED CLASS A CONCRETE SCOPE**

Formed Class A Concrete and Unfinished Concrete for encasement, capping trenches, fill for cavities or voids and mass footings shall conform to the Kentucky Department of Highways Standard Specifications for Road and Bridge Construction, Section 601, Current Edition, and shall include all labor, materials, equipment and incidentals necessary to complete the Work.

Dimensions of Formed Class A Concrete or Unfinished Concrete are to be as specified by the Purchase Order.

#### **BASIS OF PAYMENT**

Accepted quantities for Formed Class A or Unfinished Concrete will be paid for at the Contract Unit Price as quoted (which shall be full compensation for all Work required under this Section) and paid per cubic yard of specified concrete satisfactorily placed and accepted. All labor, materials, and equipment shall be incidental to the placement of Formed Class A Concrete and Unfinished Concrete.

Formed A Concrete and Unfinished Concrete is bid in two (2) categories. Less than 10 cubic yards and greater than 10 cubic yards.

### **D30. BITUMINOUS BASE SCOPE**

This Work consists of the construction of a bituminous base 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 Department of Highways Standard Specifications for Road and Bridge Construction, Sections 401, 402 and 403 of the Current Edition and associated cross references, but only to the extent that these KDOH sections do not conflict with the content of these Plans, Contract Documents and Specifications, and LFUCG Standard Drawings.

### **BASIS OF PAYMENT**

Accepted quantities for Bituminous Base will be paid for at the Contract Unit Price as quoted (which shall be full compensation for all Work required under this Section) and paid per ton of Bituminous Base satisfactorily placed. No direct measurement shall be made. Payment shall be based on weight tickets for bituminous base delivered and accepted for work. All labor, miscellaneous materials, equipment, and compaction shall be incidental to the placement of Bituminous Base.

### **D31. – D32. CLASS I BITUMINOUS SURFACE SCOPE**

This Work consists of the construction of a bituminous concrete surface 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 Sections 207, 601, 602, 801, 802, 803, 804, 805, 806, 807, 811, 812, 813, 823, 828, and 844 of the KDOH

Standard Specifications, current edition and associated cross references, but only to the extent that these KDOH sections do not conflict with the content of these Plans, Contract Documents and Specifications, and LFUCG Standard Drawings.

Generally, the new bituminous surface shall be KDOH Class 1 0.38D PG64-22. All areas to be paved shall be cleaned before paving operations commence. Any small areas to be repaired and paved shall be sawcut a minimum of two (2") inches deep (unless otherwise specified by the ENGINEER) and to a width as specified by the ENGINEER before placement of the new adjacent bituminous pavement.

A bituminous tack coat shall be applied to all old or trafficked pavement, sawcut edges, any concrete base course, and to other bituminous or concrete pavements or surfaces, horizontal or vertical, where any new bituminous pavement material will be placed. A joint sealant, Flexmaster Pourable Crack Sealant 1109 or approved equal will be used at all joints between any new pavement and any existing pavements.

The minimum depth of the new bituminous surface course for street paving shall be (2") inches and for driveway overlays two (2") inches.



## **BASIS OF PAYMENT**

Accepted quantities of Bituminous Concrete Surface will be paid for at the Contract Unit Price per Ton as quoted in the Bid Schedule and shall be full compensation for all Work required under this section. No direct measurement shall be made. Payment will be based on weight tickets for Bituminous Concrete Surface delivered and accepted for the Work. Any water used to ensure that the pavement surface is draining is incidental to Bituminous Concrete Surface. All labor, materials, equipment, excavation, joint sealant, placement and compaction of the bituminous mix, incidentals and any other items necessary to complete the Work of this Section shall be incidental to the placement of the Bituminous Concrete Surface.

Payment for application of tack coat will be paid per Section 29 of these Specifications.

### **D33. BITUMINOUS MATERIAL FOR TACK SCOPE**

This Work shall consist of the use of bituminous material for tack in accordance with the Plans, Contract Documents and Specifications. Work in this section shall also conform to the Kentucky Department of Highways (KDOH) Standard Specifications, Section 406, of the current edition and associated cross references, but only to the extent that these KDOH sections do not conflict with the content of these Plans, Contract Documents and Specifications, and LFUCG Standard Drawings.

Application of bituminous tack coat will be applied to old material surfaces, curb contact, cold base surfaces and as otherwise directed by the Engineer.

If tack coat will be subject to traffic, a sand blotter shall be used in accordance with KDOH Standard Specifications for Road and Bridge Construction, Section 406 current edition.

## **BASIS OF PAYMENT**

Payment for the accepted quantity will be made at the unit bid price per ton, which payment shall be full compensation for all Work required by this section. Payment will be based on weight tickets for Bituminous Material for Tack delivered and accepted for the Work.

### **D34. EDGE KEY**

#### **SCOPE**

This Work shall consist of the construction of edge keys in accordance with the Plans, Contract Documents and Specifications, and Lexington-Fayette Urban County Government (LFUCG) Standard Drawing 318 and 319, current edition.

In performing this Work, the CONTRACTOR shall furnish a neat edge along the pavement, obtained by using an approved saw to cut a smooth and straight line (approximately two (2) inches deep) in the existing pavement surface prior to breaking away the adjacent pavement. Any existing facility, which is not marked for removal by the ENGINEER, but is nevertheless removed, shall be replaced at the CONTRACTOR'S expense.

## **BASIS OF PAYMENT**

Payment for the accepted quantity will be made at the unit bid price per linear foot, which payment shall be full compensation for all Work required by this section.

### **D35. ROCK CHECK (TYPE B)**

A check dam is a small temporary dam constructed across a swale or drainage ditch. Check dams shall be installed in newly-constructed, vegetated, open channels, which drain 10 acres or less. Check dams shall be constructed prior to the establishment of vegetation.

Stone check dams shall be constructed of KYTC Class II channel lining.

Regular inspections shall be made to ensure that the measure 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. Check dams shall be checked for sediment accumulation after each rainfall. Sediment shall be removed when it reaches one-half of the original height or before. 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.

### **D36. SILT FENCE**

Silt fence is a temporary barrier to trap sediment that consists of a filter fabric stretched between supporting posts, with the bottom entrenched in the soil and with a wire support fence. Silt fence shall be installed down-slope of areas to be disturbed prior to clearing and grading. Silt fence must 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. Silt fence shall be "trenched" into the ground a minimum of 4 inches. "J" hooks shall be installed at the end each run of silt fence and turned upslope to prevent sediment from washing around the end of the silt fence.

Silt fences are appropriate where the size of the drainage area is no more than one-fourth acre per 100 feet of silt fence length; the maximum slope length behind the barrier is 100 feet; and the maximum gradient behind the barrier is 50 percent (2H:1V). Silt fences can be used at the toe of stockpiles where the slope exceeds 2H:1V, but in that case, the slope length should not exceed 20 feet.

Silt fences can be used in minor swales or ditch lines where the maximum contributing drainage area is no greater than 2 acres. Under no circumstances shall silt fences be constructed in streams or in swales or ditch lines where flows are likely to exceed 1 cubic foot per second (cfs).

Synthetic filter fabric shall be a pervious sheet of propylene, nylon, and polyester or ethylene yarn and shall be certified by the manufacturer or supplier as conforming to the following requirements:

### **Physical Property Requirements**

- Filtering Efficiency 75% (minimum)
- Tensile Strength at 20% 50 lbs./linear inch (minimum)
- Flow Rate 0.3 gal./ sq. ft/ min. (minimum)
- 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.
- 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. 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.

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. Should the fabric on a silt fence or filter barrier decompose or become ineffective prior to the end of the expected usable life and the barrier is still necessary, the fabric shall be replaced promptly. Sediment deposits shall be removed after each storm event or when deposits reach approximately one-half the height of the barrier. Any sediment deposits remaining in place after the silt fence or filter barrier is no longer required shall be dressed to conform with the existing grade, prepared, and seeded. Silt fences shall be replaced every 6 months.

### **D37. Storm Drain Inlet Protection**

A sediment filter installed around a storm drain drop inlet or curb inlet is referred to as storm drain inlet protection. Curb inlet protection is not required if other soil stabilization and sediment control measures are in place to prevent sediment from entering the street. Storm drain inlet protection shall only be used around drop inlets when the up-slope area draining to the inlet has no other sediment control.

The drainage area shall be no greater than 1 acre.

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. Inlet protection devices shall be constructed in such a manner that any resultant ponding of storm water will not cause excessive inconvenience or damage to adjacent areas or structures.

The structure shall be inspected after each rain, and repairs made as needed. Sediment shall be removed and the device restored to its original dimensions when the sediment has accumulated to one-half the

design depth of the filter. If a stone filter becomes clogged with sediment so that it no longer adequately performs its function, the stone must be pulled away from the blocks, cleaned, and replaced. Structures shall be removed after the drainage area has been properly stabilized.

### **D38. Filter Strips**

A filter strip is a strip of vegetation for removing sediment and related pollutants from runoff. Filter strips are also called vegetative filters. Filter strips shall be used on each side of permanent constructed channels. The buffer strips described in the Storm Water Manual satisfy the filter strip requirement for streams and wetlands.

Filter strips shall only be used to remove sediment from overland flow.

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. See Storm Water Manual for seeding mixture

When planting filter strips, prepare seedbed, incorporate fertilizer, and apply mulch consistent with the seeding sections of this manual. Filter strips using areas of existing vegetation shall be over seeded, as necessary, with the above mixtures to obtain an equivalent density of vegetation. The over seeding shall be accomplished prior to the land disturbing activity.

Filter strips shall be inspected regularly to ensure that a healthy vegetative growth is maintained. Sediment shall be removed when it becomes visible in the filter. Construction traffic shall not be permitted to drive upon filter strips.

### **D39. Construction Dewatering**

Dewatering is the pumping of storm water or groundwater from excavation pits or trenches. The sediment-laden water must be pumped to a dewatering structure before it is discharged offsite.

The dewatering structure should be inspected frequently to ensure it is functioning properly and not overtopping. Accumulated sediment should be spread out on site and stabilized, or disposed of offsite.

## **BASIS OF PAYMENT**

Accepted quantities for Erosion and Sediment Control will be paid for at the Contract Unit Price as quoted which shall be full compensation for all Work required under this Section: The LFUCG will make payment for the completed and accepted quantities under the following: All labor, materials (except as noted), equipment, fuel and excavation shall be incidental to the placement and removal of Erosion and Sediment Control. Maintenance of erosion and sediment control is incidental to installation.

Check Dam	Ton
Silt Fence	Linear Foot
Storm Water Inlet Protection	Each
Filter Strip	Square Yards
Construction Dewatering	HR

Payment for a Stormwater Pollution Prevention Plan,(SWPP) a Notice of Intent (NOI-SWCA), a Notice of Termination (NOT), and a Land Disturbance Permit (LDP), will be paid in accordance with the Technical Specifications Section 2 part A1.

**D40. AGGREGATE CHANNEL LINING FOR SLOPE PROTECTION**

**SCOPE**

Work under this Section shall be in conformance to Lexington-Fayette Urban County Government Standard Drawings 130-1 and 130-2, for aggregate channel lining and shall include all labor, excavation, materials, equipment, and incidentals necessary to complete the Work. Type I Geotextile fabric shall be required and considered as incidental to the accomplishment of this Work.

**BASIS OF PAYMENT**

Accepted quantities for Aggregate Channel Lining will be paid for at the Contract Unit Price as quoted (which shall be full compensation for all Work under this Section) and paid per ton of Aggregate Channel Lining satisfactorily placed. No direct measurement shall be made. Payment will be based on weight tickets of No.2 stone delivered and accepted for the work. All labor, excavation, materials, and equipment shall be incidental to the placement of an Aggregate Channel Lining.

**D41. GABION MATTRESS CHANNEL LINING SCOPE**

Work for Gabion Mattress Channel Lining including Type I geotextile fabric shall conform to Kentucky Department of Highways Standard Specifications Section 613 and 813.13, current edition and the Lexington-Fayette Urban County Government Standard Drawing 131, and shall include all labor, excavation, materials, equipment and incidentals necessary to complete the Work.

**BASIS OF PAYMENT**

Accepted quantities respectively for Gabion Mattress Channel Lining will be paid for at the Contract Unit Price as quoted (which shall be full compensation for all Work required under this Section) and paid per cubic yard of stone satisfactorily placed and contained within the gabion wire baskets. Payment shall be based on

weight tickets for stone delivered and accepted for the work. All labor, materials, equipment, and excavation shall be incidental to the placement of Gabion Mattress Channel Linings.

#### **D42. – D45. GEOTEXTILE CONSTRUCTION**

##### **SCOPE**

Work for this Section shall be in accordance to Kentucky Department of Highways Standard Specifications Sections 214 and 843 (Type I for slope protection and channel lining, Type II for underdrains, Type III for subgrade or embankment foundation stabilization, and Type IV for drainage blankets and pavement edge drains), current edition and shall include all labor, grading, materials, equipment, and incidentals necessary to complete the work.

##### **BASIS OF PAYMENT**

Accepted quantities for Geotextile Construction will be paid for at the Contract Unit Price per various types as quoted which shall be full compensation for all Work required under this Section and paid per square yard of geotextiles satisfactorily placed. All labor, materials (other than the geotextile fabric), equipment, and grading shall be incidental to the placement of geotextile fabric (Type I, Type II, Type III or Type IV).

#### **D46. FLOWABLE FILL**

##### **SCOPE**

This Work shall consist of the use of flowable fill in accordance with the Plans, Contract Documents and Specifications. Work in this section shall also conform to the Kentucky Department of Highways (KDOH) Standard Specifications, Section 601 current edition, but only to the extent that this KDOH section does not conflict with the content of the Plans, Contract Documents and Specifications.

##### **BASIS OF PAYMENT**

Payment for the accepted quantity will be made at the unit bid price per cubic yard, which payment shall be full compensation for all Work required by this section. Payment shall be based on plan quantities for flowable fill delivered and accepted for the work.

#### **D47. DETECTABLE WARNING SURFACE TILE - IMBEDDED SCOPE OF WORK**

This Section specifies installing Detectable Warning Surface Tiles Overlay or Imbedded where indicated concurrent with the installation of concrete sidewalk ramps per Section 14.1 of these Specifications.

## QUALITY ASSURANCE

- A. Provide composite Cast In Place Replaceable Tactile Warning Surface Tiles (REP) as produced by a single manufacturer with a minimum of five years of experience in manufacturing Cast In Place Replaceable Tactile Warning Surface Tiles (REP).
- B. Cast In Place Replaceable Tactile Warning Surface Tiles (REP) shall meet or exceed the following test criteria using the most current test methods:
1. Compressive Strength: 28,900 psi minimum, when tested in accordance with ASTM D695.
  2. Flexural Strength: 29,300 psi minimum, when tested in accordance with ASTM D790.
  3. Water Absorption: Not to exceed 0.10%, when tested in accordance with ASTM- D570.
  4. Slip Resistance: 1.05 minimum wet and 1.18 dry static coefficient of friction when tested in accordance with ASTM C1028.
  5. Flame Spread: 25 maximum, when tested in accordance with ASTM E84.
  6. Salt and Spray Performance of Tactile Warning Surface: No deterioration or other defects after 200 hours of exposure, when tested in accordance with ASTM- B117.
  7. Chemical Stain Resistance: No reaction to 1% hydrochloric acid, motor oil, calcium chloride, gum, soap solution, bleach, and antifreeze, when tested in accordance with ASTM D543.
  8. Abrasion Resistance: 500 minimum, when tested in accordance with ASTM C501.
  9. Accelerated Weathering of Tactile Warning Surface when tested by ASTM- G155 or ASTM G151 shall exhibit the following result:  $\Delta E < 5.0$  at 2,000 hours minimum exposure.
  10. Tensile Strength: 11,000 psi minimum, when tested in accordance with ASTM D638.
  11. AASHTO-H20 Load Bearing Test: No Damage at 16,000# loading.
  12. Freeze/Thaw/Heat: No deterioration when tested in accordance with ASTM C 1026.

## SITE CONDITIONS

Environmental Conditions and Protection: Maintain minimum temperature of 40°F in spaces to receive tactile tiles for at least 48 hours prior to installations, during installation, and for not less than 48 hours after installation. Tiles shall be within +/- 10% of ambient temperature when placed. Subsequently, maintain minimum temperature of 40°F in areas where work is completed. The use of water for work, cleaning or dust control, etc. shall be contained and controlled and shall not be allowed to come into contact with nearby structures, fixtures, motor vehicles, pedestrians, etc. Provide barricades or screens to protect passengers or public. Disposal of any potentially hazardous liquids or other materials shall be made in accordance with federal state and local laws and ordinances. Cleaning materials shall have code acceptable low VOC solvent content and low flammability if used on the site.

## MATERIALS

- A. Composition: REP Tiles shall be manufactured using a matte finish exterior grade homogeneous (uniform color throughout thickness of product) glass and carbon reinforced polyester based Sheet

Molding Compound (SMC) composite material. Truncated domes must contain fiberglass reinforcement within the truncated dome for superior structural integrity and impact resistance. A matte finish will be required on the Tactile Warning Surface for superior slip resistance performance

superior to that offered by a gloss finish. Use of Tactile Warning Surface Products employing coatings or featuring layers of material with differing composition, performance, or color properties is expressly prohibited under this Section.

B. Color: Color shall be homogeneous throughout REP Tile.

1. Federal Yellow (Y) per Federal Standard 595B Table IV, Color No. 33538.
2. Brick Red (R) per Federal Standard 595B Table IV, Color No. 20109.

C. Domes: Square grid pattern of raised truncated domes of 0.2" nominal height, base diameter of 0.9" and top diameter of 0.45". The Federal Code of Regulations permits a truncated dome spacing range of 1.6"-2.4." For superior wheelchair, walker and shopping cart mobility, the preferred truncated dome spacing shall have a center-to-center (horizontally and vertically) spacing of 2.35", measured between the most adjacent domes on square grid.

D. Configuration: REP Tile sizes shall be as indicated on the Contract Drawings. The REP Tiles shall feature a minimum of eight (8) embedded corrosion resistant 1 1/2" corrosion resistant concrete inserts with 1/2" x 1 1/2" heavy duty steel bolts and washers. Bolts must be covered with a structural water tight cap. Bolts must be located BETWEEN the truncated domes (in the field) for maximum protection of the Bolt integrity. Bolts are NOT to be located in the truncated dome.

1. The field area shall consist of a non-slip textured surface with a minimum static coefficient of friction of 0.80, wet and dry.
2. At a minimum, REP Tile thickness shall measure 1/4" nominal exclusive of the perimeter minimum 3/8" thick (nominal) by 1" wide flange. The body of the Tactile Warning Surface Tile must consist of a SOLID body for maximum strength and to eliminate the possibility of air entrapment and cracking.

E. Truncated Dome Surface of REP Tile shall be protected with factory installed plastic sheeting for cleanliness during the installation process. Basic Installation Guidelines shall be printed on the plastic sheeting in both English and Spanish for customer convenience.

F. Dimensions: REP Tiles shall be held within the following dimensions and tolerances:

**Rectangular REP Tile:**

2.35" Dome Spacing: [12"x12"] [24"x36"] [24"x48"]

G. Cleaning materials used on site shall have code acceptable low VOC solvent content and low flammability.

H. The Specifications of the concrete, sealants and related materials shall be in accordance with the Contract Documents and the guidelines set by their respective manufacturers.



## **PRODUCTS: MANUFACTURERS**

A. Available manufacturers, subject to compliance with these Specifications include, but are not limited to, the following:

1. ADA Solutions Inc. of Chelmsford, MA (Phone: 800-372-0519, Fax: 978-262- 9125, Web Site: [www.adatale.com](http://www.adatale.com) , E: [info@adatale.com](mailto:info@adatale.com) ), or approved equal.
2. Requests for Approved Equal Status must be submitted and approved by the LFUCG.

## **INSTALLATION – IMBEDDED TILES**

- During all surface preparation and tile installation procedures, ensure adequate safety guidelines are in place and that they are in accordance with the applicable industry and government standards.
- The installation of the structural embedment flange system and related materials shall be in strict accordance with the contract documents and the guidelines set by their respective manufacturers.
- The physical characteristics of the concrete shall be consistent with the contract specifications while maintaining a slump range of 4 - 7 to permit solid placement of the imbedded tiles.. An overly wet mix will cause the tile to float and will be rejected.
- The concrete pouring and finishing operations require typical mason's tools, however, a 4' long level with electronic slope readout, 25 lb. weights, and a large non-marring rubber mallet are specific to the installation of the Imbedded tiles. A vibrating mechanism such as that manufactured by Vibco or equal can be employed, if desired. The vibrating unit should be fixed to a soft base such as wood, at least 1 foot square.
- The factory-installed plastic sheeting must remain in place during the entire installation process to prevent the splashing of concrete onto the finished surface of the tile.
- When preparing to set the tile, it is important that no concrete be removed in the area to accept the tile. It is imperative that the installation technique eliminates any air voids under the tile. Holes in the tile perimeter allow air to escape during the installation process. Concrete will flow through the large holes in each embedment flange on the underside of the tile. This will lock the tile solidly into the cured concrete.
- The concrete shall be poured and finished true and smooth to the required dimensions and slope prior to the tile placement. Immediately after finishing concrete, the electronic level should be used to check that the required slope is achieved. The tile shall be placed true and square to the curb edge in accordance with the contract drawings. The Cast In Place Detectable/Tactile Warning Surface Tiles shall be tamped (or vibrated) into the fresh concrete to ensure that the field level of the tile is flush to the adjacent concrete surface. The embedment process should not be accomplished by stepping on the tile as this may cause uneven setting which can result in air voids under the tile surface. The contract drawings indicate that the tile field level (base of truncated dome) is flush to adjacent surfaces to permit proper water drainage and eliminate tripping hazards between adjacent finishes.
- In cold weather climates it is recommended that the imbedded tiles be set deeper such that the top of domes are level to the adjacent concrete on the top and sides of ramp and that the base of domes to allow water drainage. This installation will reduce the possibility of damage due to snow clearing operations.
- Immediately after placement, the tile elevation is to be checked to adjacent concrete. The elevation and slope should be set consistent with contract drawings to permit water drainage to curb as the design dictates. Ensure that the field surface of the tile is flush with the surrounding concrete and back of curb so that no ponding is possible on the tile at the back side of curb.
- While concrete is workable, a 3/8" radius edging tool shall be used to create a finished edge of concrete,

then a steel trowel shall be used to finish the concrete around the tile's perimeter, flush to the field level of the tile.

- During and after the tile installation and the concrete curing stage, it is imperative that there is no walking, leaning or external forces placed on the tile that may rock the tile causing a void between the underside of tile and concrete.
- Following tile placement, review installation tolerances to contract drawings and adjust tile before the concrete sets. Two suitable weights of 25 lb each may be required to be placed on each tile as necessary to ensure solid contact of the underside of tile to concrete.
- Following the concrete curing stage, protective plastic wrap is to be removed from the tile surface by cutting the plastic with a sharp knife, tight to the concrete/tile interface. If concrete bled under the plastic, a soft brass wire brush will clean the residue without damage to the tile surface.
- If desired, individual tiles can be bolted together using ¼ inch or equivalent hardware. This can help to ensure that adjacent tiles are flush to each other during the installation process. Tape or caulking can be placed on the underside of the bolted butt joint to ensure that concrete does not rise up between the tiles during installation. Any protective plastic wrap which was peeled back to facilitate bolting or cutting, should be replaced and taped to ensure that the tile surface remains free of concrete during the installation process.
- Tiles can be cut to custom sizes, or to make a radius, using a continuous rim diamond blade in a circular saw or mini-grinder. Use of a straightedge to guide the cut is advisable where appropriate.
- Any sound-amplifying plates on the underside of the tile, which are dislodged during handling or cutting, should be replaced and secured with construction adhesive. The air gap created between these plates and the bottom of the tile is important in preserving the sound on cane audible properties of the Armor-Tile system as required in various jurisdictions.

## **CLEANING AND PROTECTING**

- Protect tiles against damage during construction period to comply with tactile tile manufacturer's specification.
- Protect tiles against damage from rolling loads following installation by covering with plywood or hardwood.

## **BASIS OF PAYMENT:**

Detectable Warning Surface Tile-Imbedded: Accepted quantities under this section shall be paid for at the Contract Unit Price per square foot for the appropriate size and type of Detectable Warning Surface Tile installed. Payment shall be considered full compensation for labor only. Any fastening hardware, tape or caulking the Contractor chooses to use shall be incidental to the cost of installation. The LFUCG will provide the Cast in Place Detectable Warning Surface Tile and CONTRACTOR is required to install the tile described in this Section.

Should LFUCG be unable to furnish either tile, the CONTRACTOR shall furnish the tiles on a cost plus basis, per Part 7 of the Special Conditions.

## **ESTIMATED QUANTITIES OF WORK**

Wherever the estimated quantities of work to be done and materials to be furnished under this Contract are shown in any of the documents, including the Bid Proposal, they are given for use in comparing bids and the right is specifically reserved, except as otherwise limited by the Contract Documents, to increase or diminish them as may be deemed reasonably necessary or desirable by the Owner to complete the Work contemplated by this Contract. Such increase or diminution shall be accompanied by an adjustment in the Contract Amount in accordance with the Contract Conditions, and shall not give cause for claims or liability for damages against the Owner or the Engineer, due to such increase or diminution.

END OF SECTION

## TECHNICAL SPECIFICATIONS

### SECTION 6

#### MANPOWER & EQUIPMENT BID ITEMS

##### WORK INCLUDED

The Contractor shall furnish all Supervision, labor, machinery, tools, apparatus, equipment and vehicles, materials, services and other supplies necessary to perform all work shown on the Drawings and/or described in the Specifications and Contract Documents at the unit prices for the items enumerated in the Bid Schedule.

All scrap material and its disposal, and disposal of all spoil material is incidental to the Contract.

A 15% Contractor mark-up is standard and allowable for all special materials and subcontractors approved by the Owner. Contractor shall submit copies of all invoices for which 15% markup is requested.

CONTRACTOR and OWNER shall agree in writing on an estimated number of hours for each classification for each "project". If the estimated hours are exceeded by ten (10) percent, a written explanation shall be provided and the in excess of the original estimate shall be agreed upon before payment for the excess is authorized.

##### **E1. COMBINATION VACUUM/JET RODDER/HYDRO EXCAVATOR**

Payment for combination vacuum/jet rodder with crew will be made at the Contract unit price per hour when work is authorized on a time and materials basis. Minimum of two hours payable. Price includes operator, one laborer, and proper disposal of vacuumed or excavated materials.

##### **E2. BACKHOE/EXTEND-A-HOE**

Payment for backhoe/extend-a-hoe will be made at the Contract unit price per hour when work is authorized on a time and materials basis. Minimum of two hours payable. Price includes operator.

##### **E3. HOE RAM**

Payment for hoe ram will be made at the Contract unit price per hour when work is authorized on a time and materials basis. If a HOE RAM is needed in relation to a pay item such as ROCK REMOVAL, it shall be incidental to the pay item. Price includes operator.

##### **E4. DUMP TRUCK, SINGLE AXLE**

Payment for single axle dump truck will be made at the Contract unit price per hour when work is authorized on a time and materials basis. Minimum of two hours payable. Cost of CDL Driver included in this pay item.

## **E5. DUMP TRUCK, TANDEM OR TRI-AXLE**

Payment for tandem or tri-axle dump truck will be made at the Contract unit price per hour when work is authorized on a time and materials basis. Minimum of two hours payable. Cost of CDL Driver included in this pay item.

## **E6. SKID-STEER LOADER**

Payment for skid-steer loader (Cat 216B series or equivalent) will be made at the Contract unit price per hour when work is authorized on a time and materials basis. Minimum of two hours payable. Price includes operator.

## **E7 – E8. LABORER AND CREW FOREMAN**

Individual classification for employees shall be made in writing before authorizing any work. If an individual performs any other task (i.e. truck driver, equipment operator), he shall be classified and billed accordingly for the duration of the work.

Payment for Crew Foreman will be made at the Contract unit price per hour when work is authorized on a time and materials basis. Includes all personal protective equipment (PPE), vehicle, and vehicle mileage. CONTRACTOR and OWNER shall agree in writing on an estimated number of man-hours for each classification for each “project”.

If the estimated hours are exceeded by ten (10) percent, a written explanation shall be provided and the in excess of the original estimate shall be agreed upon before payment for the excess is authorized.

Payment for Laborer will be made at the Contract unit price per hour when work is authorized on a time and materials basis. Includes all personal protective equipment (PPE), vehicle, and vehicle mileage.

## **E9. AIR COMPRESSOR (JACK HAMMER), 125 CFM OR LARGER**

Payment for air compressor (jack hammer), 125 cfm or larger, will be made at the Contract unit price per hour when work is authorized on a time and materials basis. Minimum of two hours payable.

## **ESTIMATED QUANTITIES OF WORK**

Wherever the estimated quantities of work to be done and materials to be furnished under this Contract are shown in any of the documents, including the Bid Proposal, they are given for use in comparing bids and the right is specifically reserved, except as otherwise limited by the Contract Documents, to increase or diminish them as may be deemed reasonably necessary or desirable by the Owner to complete the Work contemplated by this Contract. Such increase or diminution shall be accompanied by an adjustment in the Contract Amount in accordance with the Contract Conditions, and shall not give cause for claims or liability for damages against the Owner or the Engineer, due to such increase or diminution.

END OF SECTION

## TECHNICAL SPECIFICATIONS

### SECTION 7

#### SAMPLE FORMS AND STANDARD DRAWINGS

##### 7.01 SAMPLE FORMS:

- A. A major emphasis of this project is to cause a minimal amount of disruption to the community and its individuals. To achieve this goal, various notification forms have been prepared by the LFUCG in an effort to inform property owners of the nature of the work being performed.
- B. Prior to working on private property the contractor shall give the owner or resident of such property a minimum of 5 days' notice. The notice shall be in both person and writing. A sample of such notice is included in the construction documents. The notice shall be given directly to the owner or resident and placed as a door hanger. If the work is not started at the agreed time of the notice with the owner / resident must be notified again.
- C. It shall be the Contractor's responsibility to contact and distribute these forms, at no additional cost to the Owner, to all potentially affected property owners as defined in the preceding sections of this document.
- D. Following are examples of some of the various forms. NOTE: The forms included in this section are not inclusive of all forms, which the Owner may deem necessary. All forms are subject to change.

##### 7.02 STANDARD DRAWINGS:

- A. Much of the repair work specified herein, is required to comply with the "Standard Drawings 2017" and "The Division of Engineering Manuals" issued by the Lexington-Fayette Urban County Government, Department of Environmental Quality, Division of Engineering. The Contractor is advised to obtain a copy of all these documents prior to the commencement of any contract work. The Contractor is strongly urged to purchase and have in his or his Project Coordinators possession, at all time, a complete set of LFUCG Standard Drawings. LFUCG Standard Drawings and Design Manuals may be found at: <https://www.lexingtonky.gov/design-and-construction>.
- B. Included in Appendix A are Standard Drawings applicable to the work included in this Contract.



**Lexington-Fayette Urban County Government**  
**Division of Water Quality**

**Manhole Inspection Form**

Manhole ID \_\_\_\_\_

**Manhole Location** \_\_\_\_\_ **Surface** \_\_\_\_\_ **Down Pipe Cover** \_\_\_\_\_ **Date and Time** \_\_\_\_\_

Street AP – Asphalt A – Asphalt  
 Parking Lot CC – Concrete C – Concrete  
 Driveway GS – Grass/Soil G – Grass/Soil  
 Sidewalk FD – Field DR – Drainage Way  
 Front Yard BD – Buried CK – Creek/Stream  
 Side Yard NC – No Cover  
 Backyard  
 Field

**Project** \_\_\_\_\_  
**Address** \_\_\_\_\_  
**Inspection Team** \_\_\_\_\_

<p><b>Manhole Lid &amp; Ring</b></p> <p>Lid Type: _____                  V – Vented S – Solid                  B – Bolted O – Other</p> <p>No. of Vent Holes: _____                  No. of Pick Slots: _____</p> <p>Ring Condition: _____                  G – Good M – Missing                  C – Crack A –                  Misaligned B – Broke</p> <p>Inflow Preventer? <u>Y</u> <u>N</u></p>	<p><b>Manhole Materials</b></p> <p>Chimney: _____</p> <p>Cone: _____</p> <p>Wall: _____                  Bench: _____ Lid                  Condition: _____</p> <p>B – Brick C – Concrete                  I – CIP F – Fiberglass P –                  Precast M – CMU Block O – Other                  (Explain)</p> <p>MH Diameter _____ (ft)</p>
--	---

**Structure Grade** \_\_\_\_\_  
 X - At Grade, A – Above Grade, B – Below Grade  
 Grade: \_\_\_\_\_ (inches) Raise MH? Y N

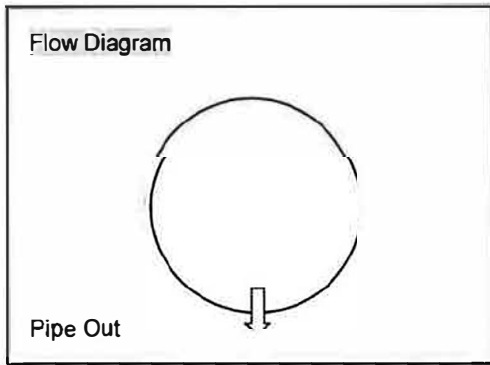
**Manhole Steps:** Number \_\_\_\_\_ Deteriorated Y N  
 Fiberglass \_\_\_\_\_ Cast \_\_\_\_\_ Steel \_\_\_\_\_ Other \_\_\_\_\_

**Bench Depth:** None \_\_\_\_\_ 1/2 Pipe \_\_\_\_\_ Full Pipe \_\_\_\_\_  
**Debris/Grease Deposits?** Y N  
 Invert: \_\_\_\_\_ **Signs of Surcharge?** Y N

**Manhole Depth:** \_\_\_\_\_

**Manhole Condition:** Good \_\_\_\_\_ Fair \_\_\_\_\_ Poor \_\_\_\_\_

Upstream Pipe:	1	2	3	Downstream
Connection				
MH	_____	_____	_____	_____
Pipe Size:	_____	_____	_____	_____
Pipe Mtrl	_____	_____	_____	_____
Invert Depth	_____	_____	_____	_____
Flow Depth	_____	_____	_____	_____
Drop	<u>Y</u> <u>N</u>	<u>Y</u> <u>N</u>	<u>Y</u> <u>N</u>	<u>Y</u> <u>N</u>
Protruding Pipe	<u>Y</u> <u>N</u>	<u>Y</u> <u>N</u>	<u>Y</u> <u>N</u>	<u>Y</u> <u>N</u>



**Comments:** \_\_\_\_\_

Manhole Defects					Photo	Location	For Office Use Only:
Num	Location	Code	Rating	I/I	ID		Suggested Rehabilitation Methods
1.	_____	_____	_____	_____	_____	CA – Casting WA – Wall CH – Chimney CO – Cone	_____
2.	_____	_____	_____	_____	_____	BN – Bench PS – Pipe Seal FR – Frame IN – Invert	_____
3.	_____	_____	_____	_____	_____	ST – Steps	_____
4.	_____	_____	_____	_____	_____	Code: MA – Misaligned HO – Hole RT – Roots OPJ – Open Joint	Designer Review: _____
5.	_____	_____	_____	_____	_____	OBI – Obstruction in Invert DPS – Defective Pipe Seal	Date: _____
Comments: _____						CR – Crack BR – Broken COL – Collapse LO – Loose MBR – Missing Bricks/Mortar	Priority Ranking: _____
						<b>Rating:</b> A – Severe B – Intermediate C – Minor	1. Structural Defect, Potential Failure 2. Significant Maintenance Issue 3. Intermediate Maintenance Issue 4. Minor Maintenance Issue
						<b>I/I:</b> A – Active E – Evidence N – None	



\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Repair)

END OF SECTION

**TECHNICAL SPECIFICATIONS**  
**SECTION 8**  
**PUBLIC RIGHT-OF-WAY ORDINANCE**

Sec. 17C-1. - Title.

This chapter shall be known as the "Lexington-Fayette Urban County Government Public Right-of-Way Ordinance", hereinafter the "chapter".

(Ord. No. 166-2002, § 1, 7-11-02)

Sec. 17C-2. - Purpose; not in lieu of franchise; not intended to impair existing contracts; reservation of regulatory powers.

- (a) *Purpose.* The purpose and intent of this chapter is to establish and promote a policy and regulations specifically pertaining to the rights-of-way that:
- (1) Govern the placement and maintenance of certain facilities that are used to provide utility or similar services;
  - (2) Promote their conservation;
  - (3) Provide for the granting and management of reasonable access thereto;
  - (4) Ensure that the government's current and ongoing costs of granting and regulating private access thereto and use thereof are borne by the party seeking such access and causing such cost;
  - (5) Provide for the payment of fair and reasonable fees to the government to ensure that this chapter is properly administered and enforced;
  - (6) Minimize street cuts, damages to persons or property, and hardship to the general public;
  - (7) Promote cooperation among parties using the rights-of-way;
  - (8) Prescribe reasonable requirements regarding the placement and management of facilities therein consistent with federal and state law.
- (b) *Chapter not in lieu of franchise.* Compliance with the requirements of this chapter shall not excuse any person from complying with all other requirements of law, including holding a valid franchise, contract or easement of the government. Any franchise, contract or easement may include additional regulations, obligations, fees and costs.
- (c) *Chapter not intended to impair existing contracts.* Nothing in this chapter is intended to impair the legal right or obligation of any contract, franchise, or easement previously granted by the government.
- (d) *Reservation of regulatory and police powers.* The government does not diminish or to any extent lose, waive, impair or lessen the lawful powers and rights which it now or may have hereafter to regulate the use of the rights-of-way or charge reasonable compensation for such use.

(Ord. No. 166-2002, § 1, 7-11-02)

Sec. 17C-3. - Definitions.

The following definitions apply to this chapter. References herein to "sections" are, unless otherwise specified, references to sections of this chapter.

*Annual general permit* means a permit issued annually by the division to perform the following types of activities within the right-of-way in locations other than high density utility areas:

- (1) Installation or replacement of wiring on existing utility poles;
- (2) Repair, replacement or maintenance of existing above-ground facilities, including poles, in the same

- location with no street, curb, apron, or sidewalk cuts, provided any replacement facilities are not more than twenty (20) percent larger in size than the existing facilities;
- (3) Excavations of existing facilities of up to twenty-five (25) square feet with no street, curb, apron or sidewalk cuts, with the exception of subsections (4) and (5) immediately following;
  - (4) Installation of new underground lines in trenches of less than two hundred fifty (250) linear feet with a width of six (6) inches or less and with no street, curb, apron or sidewalk cuts;
  - (5) Installation of new underground lines in trenches of less than fifty (50) linear feet with a width of twenty-four (24) inches or less and with no street, curb, apron or sidewalk cuts;
  - (6) Any underground boring, except borings larger than three (3) inches in diameter which are performed in locations under a street, curb, apron or sidewalk; or
  - (7) Any work performed inside existing conduits.

The annual general permit does not cover the installation of any facility that is not listed above. The permittee shall be required to provide daily notifications to the division as further provided in subsection 17C-21(a). Any activity with respect to facilities in the right-of-way that is not listed above or otherwise exempted under this chapter shall require that either an installation permit or surface cut permit, as appropriate, be obtained prior to performing the activity.

*Council* means the legislative body of the Lexington-Fayette Urban County Government.

*Degradation* means a decrease in the useful life of the right-of-way caused by excavation in or disturbance of the right-of-way, resulting in the need to reconstruct such right-of-way earlier than would be required if the excavation did not occur.

*Director* means the director of the government's division of engineering, or his designee, unless otherwise specified.

*Division* means the Lexington-Fayette Urban County Government's division of engineering.

*Emergency* means a situation when placement or maintenance of facilities is needed to be undertaken immediately because of a danger to human life or health or of significant damage to property, including but not limited to, unanticipated leaks interruptions or reductions in existing services, or other situations defined as being emergency or dangerous conditions pursuant to federal, state or local law. The installation of facilities that only serve to expand existing service or provide new service shall not be considered an emergency.

*Excavate or excavation* means to dig into or in any way remove or physically cut, disturb or penetrate any part of a right-of-way.

*Facility or facilities* means any tangible asset in the right-of-way, including but not limited to equipment and apparatus such as pipes, conduits, wires, cables, amplifiers, transformers, fiber optic lines, antennae, pole, or ducts, required, necessary, used or useful in the provision of utility or other services.

*Government* means the Lexington-Fayette Urban County Government, an urban county government and political subdivision of the Commonwealth of Kentucky created pursuant to Chapter 67A of the Kentucky Revised Statutes.

*Greenway* means any area designated as a greenway in the comprehensive plan, as amended.

*High density utility areas* means geographic areas in which significant issues exist with respect to the location of facilities because of space or density issues in the right-of-way. The following geographic areas are currently identified as high density utility areas:

- (1) The area located inside and abutting to Third Street on the northeast, Midland Avenue and Rose Street on the south, Maxwell Street on the southwest and Cox Street and Newtown Pike on the northwest;
  - (2) The area abutting Corporate Drive;
- The council, through the adoption of a resolution or ordinance, may add or delete geographic areas that constitute high density utility areas upon the recommendation of the director. Prior to the consideration of change in the scope of the high density utility areas by the council, all registrants shall be notified by the government, and an attempt to reach a consensus on the scope of the change shall be made.

*Installation permit* means a permit issued by the division to perform any construction, installation, repair, replacement or maintenance of facilities in the right-of-way that is not covered by an annual general permit or a surface cut permit.

*Lessee* means a person who provides services within Fayette County solely by leasing facilities and who has no control over what or where or how any facilities are erected, installed, maintained, operated, repaired, removed, restored, or otherwise used.

*Party or person* means any natural or corporate person, business association or other business entity including, but not limited to, a partnership, a sole proprietorship, a political subdivision, a public or private agency of any kind, a utility, a successor or assign of any of the foregoing, or any other legal entity.

*Public utility or utility* means a party that is defined in KRS ch. 278 as a utility and (i) is subject to the jurisdiction of the Kentucky Public Service Commission, the FCC, or the Federal Energy Regulatory Commission, or (ii) is required to obtain a franchise from the government to use and occupy the right-of-way pursuant to Sections 163 and 164 of the Kentucky Constitution.

*Registrant* means any party filing a registration statement required by this chapter.

*Reseller service provider* means person who provides services within Fayette County solely by reselling services and who has no control over what, where or how any facilities are erected, installed, maintained, operated, repaired, removed, restored or otherwise used.

*Right-of-way* means the surface of and the space above and below a public roadway, highway, street, freeway, lane, path, sidewalk, alley, court, boulevard, avenue, parkway, cartway, bicycle lane or path, public sidewalk, or easement held by the government for the purpose of public travel and shall include rights-of-way as shall be now held or hereafter held by the government. A right-of-way does not include the airwaves above a right-of-way with regard to cellular or other non-wire telecommunications or broadcast service. The right-of-way shall not include greenways, and the ability to install facilities in a greenway shall require separate approval pursuant to the appropriate governmental legislation or regulation.

*Surface cut permit* means a permit issued by the division to excavate, dig or cut into and through a paved street surface within the rights-of-way or to bore, dig or tunnel under such a paved street surface except as authorized by an annual general permit.

*Tariff* means the internal regulations or guidelines of the utility industry as promulgated or adopted by the Kentucky Public Service Commission or the Federal Communications Commission.

(Ord. No. 166-2002, § 1, 7-11-02; Ord. No. 134-2005, § 1, 6-9-05)

Sec. 17C-4. - Incorporated documents.

- (a) A number of documents are incorporated herein by reference, including, but not limited to, certain other written and published ordinances, resolutions, regulations, requirements and standards. All such references are to have the same effect as if the documents were reproduced verbatim herein, and all such documents automatically include any and all subsequent amendments thereto as long as the parties that will be effected by such amendments have the ability to meaningfully participate in the process that is utilized to amend such document, or unless expressly indicated otherwise by a provision of this chapter. This provision shall not be interpreted to require that work performed prior to the adoption or amendment of such a document be subject to any newly created standard.

(Ord. No. 166-2002, § 1, 7-11-02)

Sec. 17C-5. - Rules of construction.

- (a) *Shall* is mandatory, not merely directive.
- (b) *Applicable law*. The law of the Commonwealth of Kentucky, and the United States of America, if applicable, governs any construction, enforcement and performance of this chapter.
- (c) *Severability*. If any section, subsection, sentence, clause, phrase, or portion of this chapter is for any reason held invalid or unconstitutional by any court or administrative agency of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions thereof.

(Ord. No. 166-2002, § 1, 7-11-02)

Sec. 17C-6. - Administration; enforcement.

- (a) The director or the person designated as the director in his absence is the principal government official responsible for the administration of this chapter and he or she may delegate any or all of the duties hereunder, except those duties set forth in sections 17C-11, 17C-12 and 17C-15.
- (b) The division shall be responsible for enforcing compliance with this chapter and may adopt procedures consistent with this chapter that are necessary for its administration or enforcement.

(Ord. No. 166-2002, § 1, 7-11-02)

Sec. 17C-7. - General conditions related to facilities located in the rights-of-way.

- (a) *Responsibility for costs*. Any act that a party is required to perform under this chapter shall be performed at that party's cost, unless expressly provided for otherwise in this chapter.
- (b) *Construction procedures and placement of facilities; obligation to minimize interference with the rights-of-way*:
  - (1) All activities in the rights-of-way that are subject to this chapter shall be performed in compliance with all applicable laws, ordinances, departmental rules and regulations. Each party subject to this chapter must obtain all other necessary permits, licenses, and authority and pay all fees required by this chapter or other applicable rule, law or regulation.
  - (2) The government may require that facilities be installed at a particular time, at a specific place or location, or in a particular manner as a condition of access to a particular right-of-way; may deny access if a party is not willing to comply with the government's reasonable requirements; and may remove, or require removal of, any facility that is not installed in compliance with the requirements of this chapter and charge that party for all the costs associated with removal. The criteria to be utilized in making determinations regarding installation, relocation or removal of facilities are contained in section 17C-19. Regardless of any other criteria, in the event the placement or location of a facility in a particular area of the right-of-way would constitute a public safety concern, the director may deny the placement of that facility in that area or order its relocation or removal.

- (3) In order to minimize interference with the use of the rights-of-way by others, each party subject to this chapter will make reasonable efforts to minimize the number of surface cuts made, will make reasonable efforts to coordinate such surface cuts with the government's paving schedule, and, if appropriate, enter into joint trenching and other arrangements with other parties.
- (4) Any right-of-way or public property that is disturbed or damaged during the construction, excavation, installation, operation, maintenance or repair of a facility shall be repaired within twenty-one (21) calendar days of the completion of those activities which caused the disturbance or damage by the party that disturbed or damaged the rights-of-way or public property. This time may be extended by the urban county engineer or his representative upon demonstration of reasonable cause by the subject party.
- (5) Parties subject to this chapter shall make every reasonable effort to stack or bundle conduit where feasible so as to occupy as little space as possible in the right-of-way. Consistent with state law, or in the absence of state law the current edition of the National Electrical Safety Code.
- (6) The minimum clearance of wires and cables above the rights-of-way, and also the placement of underground facilities shall conform to the standards established by state law, or in the absence of state law the current edition of the National Electrical Safety Code.
- (c) *Duty to maintain all property in right-of-way.* All parties subject to this chapter must maintain all of their facilities located in the right-of-way in a manner that promotes the public safety. By way of example, but not limitation, all facilities, including but not limited to poles and manholes, must be maintained in a safe condition at all times. In the event any facility in the right-of-way is endangering the public safety, the party responsible for such facility shall take steps to rectify the situation immediately upon notification and in accordance with section 17C-15.
- (d) *Street trees.* The removal or trimming of existing trees in the right-of-way shall comply with the government's street tree ordinance, tree protection ordinance, or the provisions of article 6- 10, subdivision regulations, concerning street trees, as applicable.
- (e) *Standards.* All parties subject to this chapter shall at all times use ordinary care and shall install and maintain in use commonly accepted methods and devices and utilize due diligence in performing any installation, construction, maintenance or other work in the right-of-way.
- (f) *Relocation or removal.* Pursuant to section 17C-19 and consistent with the procedures and criteria contained therein, all parties subject to this chapter shall, upon the provision of reasonable written notice of, and at the direction of the director, promptly relocate or remove facilities, or rearrange aerial facilities, if required by a tariff, state or federal law, a franchise agreement with the government, or the director in exercising his authority under section 17C-19.
- (g) *Other requirements specific to registrants.* In addition to the other requirements set forth herein, each registrant shall use its best efforts to:
  - (1) Cooperate with other registrants and the government for the best, most efficient, most aesthetic and least obtrusive use of the rights-of-way, consistent with safety, and to minimize traffic and other disruptions including surface cuts;
  - (2) Participate in such joint planning, construction and advance notification of right-of-way work, including coordination and consolidation of surface cut work;
  - (3) Cooperate with the government in any emergencies involving the rights-of-way as further provided in section 17C-15, including the maintenance of a twenty-four (24) hour emergency contact;
  - (4) Designate a single point of contact for all purposes hereunder, as well as comply with such other contact and notice protocols as required by this chapter or as promulgated by the director pursuant to this chapter;
  - (5) Require that any party performing any work or service in the right-of-way on behalf of said registrant will comply with all applicable provisions of this chapter as well any other additional local regulation pertaining to the performance of such work, and will identify the registrant for whom such contractor is working. Said registrant shall be responsible and liable hereunder

only to the government for any damage to the right-of-way caused by the actions of any such subcontractor or others as if said registrant had performed or failed to perform any such obligation;

- (6) Comply in all respects with the requirements of KRS 367.4901, et seq., regarding an excavator's responsibilities pertaining to the location of facilities; and
  - (7) Take reasonable steps to provide advance notice to all persons who reside on property where any work or service in the right-of-way is to be performed and attempt to notify such persons prior to entering private property.
- (h) *Utility coordinating committee.* Each registrant that provides utility services shall assign, on an annual basis, a representative to serve on the utility coordinating committee (the "committee"), which shall be established by the director. The membership of the committee shall consist of each registrant's representative and the director, and it shall meet on at least a quarterly basis, and otherwise as often as the director deems necessary. It shall be deemed a violation of this chapter if such a registrant fails to attend more than two (2) consecutive quarterly meetings or more than three (3) quarterly meetings in any calendar year. The committee shall:
- (1) Make technical recommendations to the director for the efficient implementation of this chapter and discuss general issues pertaining to the management of the rights-of-way, including but not limited to coordination of utility activity in the rights-of-way, patching and restoration standards, permitting processes and inspections, the government's annual pavement ratings and plan, and other matters pertaining to this chapter and the management of the rights-of-way; and
  - (2) Review annual work plans of each utility that involve substantial activity in the rights-of-way and the right-of-way management and maintenance fund created under section 17C-27

The committee shall make any formal recommendation by a simple majority vote of its members, and may elect officers annually, including a chairperson. The director shall create an agenda for each quarterly meeting and distribute it to the members of the committee along with any necessary supporting documentation at least five (5) days prior to the meeting.

(Ord. No. 166-2002, § 1, 7-11-02; Ord. No. 134-2005, § 2, 6-9-05)

#### Sec. 17C-8. - Existing facilities.

Facilities located in the rights-of-way prior to the effective date of this chapter may remain in the rights-of-way and shall not be considered in violation of this chapter provided the party responsible for such facilities under this chapter complies with the provisions of this chapter, including the filing of a registration statement and the payment of any applicable registration or franchise fee within one hundred twenty (120) days of its effective date. The registration statement of each party having any facilities within the rights-of-way as of the date this chapter is adopted shall contain a general description of such registrant's facilities to include the types of services offered and the locations within Fayette County in which such services are offered and a map of the registrant's general service area within Fayette County. In addition, upon the request of the division and in order to assist the division with implementing or enforcing the provisions of this chapter, each registrant shall make available for inspection on a timely basis more detailed information, if available, regarding the location of its facilities.

(Ord. No. 166-2002, § 1, 7-11-02)

#### Sec. 17C-9. - Requirement to register and pay fees; registration required; effect of registration; exceptions.

- (a) *Requirement to register and pay fees.* Unless otherwise excepted by this chapter, it shall be unlawful for any party to install, operate, construct or maintain any facilities within the rights-of-way unless such facilities are registered with the government by filing the registration statement required herein and all applicable registration, annual general permit and franchise fees are paid to the government.

- (b) *Registration.* Any party who owns any facilities within the right-of-way or who seeks to occupy the right-of-way to install, construct or maintain any facilities within the rights-of-way shall file a registration statement as further described herein.
- (c) *Exceptions for reseller service providers and lessees.* A reseller service provider or a lessee shall not be required to register those facilities it utilizes solely for the purpose of reselling, or those facilities it utilizes as a lessee.
- (d) *Effect of registration.* Registration does not convey legal or equitable title to the rights-of-way nor does it place a registrant in a position of priority with respect to other registrants. Registration does not excuse a party from having to obtain a franchise, lease or other agreement, if otherwise required; or from obtaining any required or necessary agreement with the government or other party with respect to the placement of facilities on the government's or another party's facilities.
- (e) *Exceptions.* The following types of facilities are not required to be registered pursuant to this chapter and the party responsible for such facilities is not otherwise required to comply with the provisions of this chapter expressly pertaining to registrants. However the party responsible for such facilities is required to comply with all remaining provisions of this chapter that are not expressly limited to registrants, unless otherwise exempted.
  - (1) Newspaper stands;
  - (2) Signage;
  - (3) Facilities associated with sidewalk cafes or the sale of goods or merchandise;
  - (4) Facilities owned by the Commonwealth of Kentucky, including the University of Kentucky;
  - (5) Facilities installed to provide new development with connections to utility service and for which the government is provided performance and warranty surety protection under its land development regulations; and
  - (6) Facilities installed by the government that are not used to provide competitive utility services to customers in Fayette County, provided that such facilities are not used at any future time for the provision of competitive utility services. The government's division of sanitary sewers is not exempt from having to register its facilities or from complying with the remaining provisions of this chapter, unless otherwise exempted.

(Ord. No. 166-2002, § 1, 7-11-02; Ord. No. 134-2005, § 3, 6-9-05)

#### Sec. 17C-10. - Registration statement.

The registration statement required by subsection 17C-9(b) shall be filed with the division and shall be in a form to be promulgated by the division, which shall include the following information:

- (1) The identity and legal status of the registrant, including any affiliates who own or operate any facilities in the rights-of-way and the name, title, address, and telephone number of the individual responsible for the accuracy of the registration statement.
- (2) The registrant's address, telephone number, facsimile number, e-mail address, as well as a local point of contact available to be contacted in the event of an emergency.
- (3) A general description of all services that the registrant currently provides or offers to provide (i.e. water, sewer, gas, electric, telephony, internet, cable, video or other utility services) through the utilization of its facilities.
- (4) A statement of the authority pursuant to which the registrant occupies the rights-of-way.
- (5) A statement of the amount, if any, of any fee to which the registrant is subject pursuant to any franchise agreement, lease, or other agreement between the registrant and the government.
- (6) Proof that the registrant is insured in the form of a copy of a certificate of insurance or self-insurance that is in compliance with the insurance requirements of section 17C-16 or its franchise agreement.
- (7) If the registrant is a utility, the number of the registrant's certificate of authorization or license to provide utility service issued by the Kentucky Public Service Commission, or other state or federal authority, if any.



- (8) *Notice of changes.* The registrant shall notify the division within thirty (30) days of any change in information contained in the registration statement.

(Ord. No. 166-2002, § 1, 7-11-02)

Sec. 17C-11. - Rejection or cancellation of registration.

- (a) Within ten (10) working days of the filing of the registration statement or the discovery of the inaccuracy of the registration statement by the division, the director shall provide written notice to any party who (1) does not possess proper authorization to occupy the rights-of-way with facilities, (2) fails to pay the appropriate registration fee, or (3) fails to accurately complete the registration statement. Such written notice shall specify the deficiency and shall notify the party what corrective action must be taken. If the party fails to correct the deficiency within ten (10) days, the director shall reject or cancel the registration unless it can be shown by the party that significant steps have been taken to correct the deficiency, upon which showing the director may provide an additional reasonable extension of time, or provide approval of the registration contingent upon the party's ability to correct the deficiency to the satisfaction of the director.
- (b) A registrant who no longer continues to place, maintain, or own any facilities in the rights-of-way may cancel its registration upon providing the division with written notice of at least thirty (30) days.

(Ord. No. 166-2002, § 1, 7-11-02)

Sec. 17C-12. - Reconsideration of rejection or cancellation.

- (a) If the director rejects or cancels a registration statement pursuant to section 17C-11, the registrant may file with the director within ten (10) days of receipt of the notice of rejection or cancellation a written request for reconsideration, which must include the basis for the registrant's position.
- (b) The director may hear any relevant evidence in deciding the reconsideration and will notify the registrant in the event that further information is required. The director shall render a final decision in writing within ten (10) days of receipt of the registrant's written request for reconsideration or the receipt of any further evidence, whichever is later, and will provide the registrant the basis for his decision.

(Ord. No. 166-2002, § 1, 7-11-02)

Sec. 17C-13. - Term of registration.

A registration made pursuant to this chapter shall be effective for a period of one (1) year beginning January 1 of each year. By no later than January 1 of each year, each registrant shall file with the division a new registration statement or a renewal of such registrant's registration on such form as shall be required by the division.

(Ord. No. 166-2002, § 1, 7-11-02)

Sec. 17C-14. - Registration fee.

Each registrant that is not otherwise exempted under this chapter at the time of filing any registration statement and that does not have a valid current annual general permit from the government, shall pay an annual registration fee in the amount of two hundred fifty dollars (\$250.00). Registrants having a valid current annual general permit from the government shall pay annually an amount intended to accurately capture their level of permitted activity in the right-of-way, as required in section 17C-22. Franchisees may elect to pay these fees as either a portion of their franchise fees, or in addition to their franchise fees, as so allowed by their franchise agreement and applicable state law.

(Ord. No. 166-2002, § 1, 7-11-02; Ord. No. 134-2005, § 4, 6-9-05)

Sec. 17C-15. - Emergencies; power to order repairs.

- (a) A registrant shall notify the division by no later than noon the next business day, via website, facsimile or e-mail, of any event regarding its facilities already located within the right-of-way that it considers to be an emergency. The registrant may proceed to take whatever actions are necessary to respond to an emergency. Within five (5) business days of the discovery of the emergency, the registrant shall have applied for any necessary permit and provided the division with a written notification of said emergency, which notice shall include, at a minimum the time, date, location and extent of any excavation or other work performed. If the division becomes aware of an emergency regarding a registrant's facilities, the director will attempt to contact that registrant immediately.
- (b) If the division determines that the right-of-way associated with a surface cut has degraded or caved-in more than one-half ( $\frac{1}{2}$ ) inches below grade, and within two (2) years after any surface cut, it shall notify the party or parties responsible for making the surface cut of this determination and:
  - (1) In the case of a clear and immediate danger or hazard to vehicular or pedestrian traffic, the government shall order the party or parties responsible to take immediate precautionary measures to direct vehicular or pedestrian traffic around and away from the degradation or cave-in. In addition, the government shall order the party or parties responsible to make all necessary corrections and repairs to cure the immediate danger or hazard within five (5) days and perform any additional work consistent with the issuance of any necessary permit.
  - (2) In all other cases of degradation or cave-in the government shall order the party or parties responsible to take immediate precautionary measures to direct vehicular or pedestrian traffic around and away from the degradation or cave-in, and shall order the party or parties responsible to make all necessary corrections and repairs within thirty (30) days.
  - (3) In the event the division orders corrections or repairs and the party responsible fails to respond to reasonable deadlines set forth in said order, the division shall cause the necessary corrections and repairs to be made, and shall submit a statement for the costs incurred by the government in making such corrections and repairs to the responsible party, which statement shall include an additional administrative fee not to exceed five hundred dollars (\$500.00). In that event, and if the said statement of costs and fees is not paid by the said responsible party within forty-five (45) days, the director shall suspend the issuance of all future permits to the said responsible party until such time as the said costs are paid.
  - (4) This section shall not be interpreted to preclude the government from taking any and all reasonable protective measures with respect to the right-of-way and the health and safety of the general public, including but not limited to blocking the general public's access to the area, temporarily repairing the right-of-way or removing any facility that constitutes an immediate health or safety concern. The government shall not undertake to repair or remove a facility unless all other reasonable methods of response to the emergency have been exercised.

(Ord. No. 166-2002, § 1, 7-11-02; Ord. No. 134-2005, § 5, 6-9-05)

Sec. 17C-16. - Insurance.

Each registrant shall maintain in full force and effect a commercial general liability insurance policy reasonably acceptable to the government's division of risk management with a minimum policy limit of one million dollars (\$1,000,000.00) per occurrence and shall provide the government with a certificate of insurance evidencing the insurance policy required by this section. The certificate shall state that the insurance policy shall not be canceled, materially changed or non-renewed until after thirty (30) days' notice has been provided to the government; however, insurance may be canceled and replaced with a policy that continues to meet the requirements of this section. A registrant may satisfy the insurance requirements and conditions of this section under a self-insurance plan that is acceptable to the government's division of risk management. The government reserves the right to impose additional insurance requirements as part of a franchise agreement.

(Ord. No. 166-2002, § 1, 7-11-02)

Sec. 17C-17. - Indemnification; hold harmless.

- (a) Each registrant shall defend, indemnify, and hold harmless the government, its officials, boards, members, agents and employees against any and all claims, suits, causes of action, proceedings, judgments for damages or equitable relief, and costs and expenses, including reasonable attorney's fees, arising from liability or claims of liability for bodily injury or death to persons or property damage in which the claim arises out of the installation, construction, repair, maintenance or operation of its facilities, and in the event of a final judgment being obtained against the government either independently or jointly with the registrant, the registrant shall pay such judgment with all costs and hold the government harmless thereon.
- (b) The government shall notify the registrant in writing within a reasonable time of receiving notice of any issue it determines may require indemnification and the registrant shall defend the government at the cost of the registrant.

(Ord. No. 166-2002, § 1, 7-11-02)

Sec. 17C-18. - Joint planning and construction; coordination of excavation.

- (a) Any registrant owning, operating or installing facilities in the rights-of-way that provide water, sewer, gas, electric, telephony, internet, cable, video or other utility services, shall prepare and submit to the director a master plan. Registrants shall submit an initial master plan no later than one hundred eighty (180) days after the effective date of the chapter. Thereafter, each such registrant shall submit semi-annually, as required by the director, a revised and updated master plan. As used in this subsection, the term "master plan" refers to a document reflecting any known future activity planned by the registrant to occur within one (1) year of its submission that would also require the issuance of a surface cut permit.
- (b) The director shall keep all master plans confidential in accordance with the provisions of the Kentucky Open Records Act, KRS §§ 61.870, et seq., if directed by the registrant, and shall establish procedures to ensure that said master plans are utilized and inspected only for the purposes intended by this chapter.
- (c) The government shall annually prepare a listing of streets that are to be repaved in the current government fiscal year, as well as an annual list of all streets eligible for resurfacing based on their pavement condition. The government shall provide each registrant with a proposed annual repaving list by no later than May 1 of each year, and the annual repaving list shall be made available for public inspection, including posting on the government's web-site by no later than July 1 of each year, and the annual eligibility list available by no later than January 15 of each year. These lists shall be kept on file with the director for review by the registrants. The final annual repaving list is contingent upon the approval of the council.
- (d) Prior to applying for a surface cut permit, a party shall review the lists referenced above and shall coordinate, to the extent practicable, with each registrant, utility and street work shown on such plan to minimize damage to, and avoid undue disruption and interference with the public use of the rights-of-way.
- (e) The issue of joint planning and coordination shall be discussed at each regularly scheduled meeting of the utility coordinating committee pursuant to section 17C-7(h).

(Ord. No. 166-2002, § 1, 7-11-02)

Sec. 17C-19. - Installation, relocation or removal of facilities.

- (a) *Provisions apply unless direct conflict exists.* The provisions of this section shall apply unless they directly conflict with a tariff, state or federal law, or the provisions of the applicant's franchise

agreement with the government. This section shall not be interpreted to impair the ability of a party using an annual general permit to perform work under such a permit unless a public safety concern would arise if such work were to be performed.

- (b) *General application.* Upon the written notice of and at the direction of the director, a registrant shall relocate or remove facilities, or rearrange aerial facilities, if required by a tariff, state or federal law, a franchise agreement with the government, or the director in exercising his authority under this section.
- (c) *Coordination.* Registrants are encouraged to coordinate the installation, relocation or removal of their facilities with each other in order to avoid issues with respect to the location of facilities within the right-of-way.
- (d) *Appeal.* Any party aggrieved by a determination of the director with respect to the installation, relocation, or removal of a facility may appeal such decision pursuant to section 17C-26.
- (e) *Installation.*
  - (1) *Definition.* For purposes of this section, the term "install", "installed" or "installation" shall mean placement of new facilities within the rights-of-way, including the replacement of existing facilities not covered under an annual general permit. An installation requires the issuance of an installation permit or surface cut permit.
  - (2) *Procedure.* The director shall notify the applicant if the director determines that a facility may not be installed as requested by the applicant. Upon determining that a facility may not be installed as requested, the director shall provide written notice to the applicant as early as practicable and in conformity with any specific applicable notice requirement. The notice shall contain a description of the area affected as well as the reason for the director's determination. The director may issue a permit that is contingent upon certain condition(s) being fulfilled with respect to the criteria contained below.
  - (3) *Criteria.* A decision by the government to deny an installation permit or surface cut permit application must be based on at least one (1) of the following criteria:
    - a. It significantly conflicts with the location of existing facilities or facilities that are planned or permitted for installation, or government improvements or facilities that are planned in that area;
    - b. It significantly conflicts with the timing of other ongoing activity taking place in the same area of the right-of-way, or with a previously scheduled activity;
    - c. It conflicts with the planned grading, re-grading, construction, reconstruction, widening or altering of any right-of-way or the construction, reconstruction, repair, maintenance or alteration of a public improvement, including, but not limited to, storm sewers, sanitary sewers and street lights;
    - d. It conflicts with an approved development plan in that geographic area that requires all or certain types of facilities to be located in certain locations, areas, or parts of the rights- of-way, or is located in a high density utility area;
    - e. It is an above-ground facility other than a utility pole, fire hydrant, or street light that because of its size presents significant public safety concerns or violates guidelines or procedures pertaining to aesthetics that are duly adopted by the council;
    - f. It fails to take reasonable measures to disguise or cover the facility as required by the government pursuant to guidelines or procedures pertaining to aesthetics that are duly adopted by the council;
    - g. It conflicts with a requirement contained in the applicant's franchise agreement;
    - h. It is located in a type of right-of-way, such as a bicycle lane or path, in which the government has made a determination that facilities are not to be installed;
    - i. It would threaten public health, safety, or welfare or otherwise constitute a violation of the provisions of this chapter; or
    - j. The applicant is not otherwise in material compliance with the provisions of this chapter.
  - (4) *Reservation of rights.* Notwithstanding any other provision in this chapter, the government

specifically reserves the right to order the removal or relocation of any facility installed after the effective date of this chapter, at no cost to the government, for which an installation permit or surface cut permit was not obtained.

- (5) *Preclusion on cutting newly paved surfaces.* If any street is about to be resurfaced by the government, on advance written notice from the director pursuant to section 17C-18(c), the registrant shall make any extensions, changes, or installations of or to its facilities ahead of such activity. Registrant shall notify director by July 15 of its desire to perform such extensions, changes, or installations, and may be allowed up to ninety (90) additional days to complete the work. If any street is about to be constructed, reconstructed, widened, altered, or paved by the government, upon receipt of final plans from the director, the registrant shall make any extensions, changes, or installations of or to its facilities ahead of such activity. Depending on the amount of such extensions, changes, or installations to be performed, the registrant may be allowed up to one hundred twenty (120) days to complete the work. If the registrant fails to do such extensions, changes, or installations, it shall be precluded for a period of one (1) year from disturbing such paving without the express permission of the director. The director shall only grant such permission upon a sufficient showing by the registrant that undue hardship would be caused if the registrant were not allowed to disturb the pavement and that it shall satisfactorily comply with all other relevant provisions of this chapter, including the requirements contained in section 17C-24(a) pertaining to resurfacing.
- (f) *Relocations.* The government shall have the ability to order the relocation of any facility located within the rights-of-way. The government shall not normally direct the exact location that the facility is to be relocated to, but instead shall work with the registrant or permittee as part of the permitting process. There shall be no fee associated with a permit required as a result of a relocation ordered by the government.
  - (1) *Public projects.* Whenever the government shall grade, regrade, construct, reconstruct, widen or alter any right-of-way or shall construct, reconstruct, repair, maintain or alter a public improvement, including, but not limited to, storm sewers, sanitary sewers and street lights therein, it shall be the duty of the registrant, when so ordered by the government, to change, relay and relocate its facilities in the right-of-way at no cost to the government so as to conform to the established grade or line of such right-of-way and so as not to interfere with such public improvements so constructed, reconstructed or altered. However, notwithstanding the above, if as part of said public improvement the government orders that facilities that were previously and lawfully located above-ground, to be relocated to underground, the government shall bear the cost for the difference in cost between an aerial and underground facility of the same type, unless an agreement to the contrary is otherwise entered into by the appropriate parties.
  - (2) *Relocation for public safety reasons.* If the basis for the government ordering the relocation of a facility is a public safety concern, the registrant shall relocate the facility at no cost to the government.
  - (3) *Relocations to assist in the placement of other facilities.* If the reason the government is ordering the relocation is to assist in the installation of facilities by another registrant or permittee, the party seeking to install the facilities shall bear the costs of said relocation, unless an agreement is otherwise reached.
  - (4) *Relocations where the cost is borne by the government.* Notwithstanding any language in this chapter to the contrary, unless an agreement to the contrary is otherwise entered into by the appropriate parties, the cost of the following types of relocations shall be borne by the government:
    - a. If the reason the government is ordering the relocation is that it has adopted a plan or policy requiring that facilities be placed underground in that location, if, at the time the facility was installed, such a plan was not in place;
    - b. If, at the time the facility was installed, the location in which the facility is currently sited was not a part of the right-of-way or was not otherwise owned or controlled by the

government;

- c. If the government has already ordered that the facility be relocated to comply with a public improvement project, the registrant or party has substantially complied with such order, and the government then orders the registrant or party to relocate that facility to a different area as part of the same project; or
- d. If the government orders the relocation of a facility to accommodate a public improvement project and the construction of such project is subsequently terminated by the council.

(g) *Removal.*

- (1) If the government requires a facility that is no longer being used to provide service, as defined below, to be taken out of the right-of-way, such removal shall be pursuant to the requirements of this subsection.
- (2) *Definition.* A facility shall be considered to be "no longer in use" if such facility has not been used to provide service for a period of one (1) year, or the registrant or the party responsible for the facility has notified the director that it no longer intends to use the facility.

If the government determines that a facility is "no longer in use" based on the fact that it has not been used for a period of more than one (1) year, the responsible party may petition the director for a reasonable extension of time based on that party's desire to use the facility to provide service or to sell or transfer such facility within a reasonable amount of time. Such an extension of time shall not be unreasonably withheld.

- (3) *Procedure for notification.* Any party discontinuing use of a facility shall notify the director in writing of such discontinued use within thirty (30) days. Said notice shall describe the facilities for which the use is to be discontinued and include a statement as to whether the registrant intends to leave the facilities in place for potential future use, remove the facilities, or abandon the facilities in place. The registrant shall remain responsible for the maintenance, repair and condition of discontinued facilities at all times.
- (4) *Criteria and procedure for removal.* Upon providing reasonable advanced written notice to the registrant or other responsible party, the director may order the removal of any facility that has been determined to be "no longer in use", if any of the following arise with respect to that facility:
  - a. It significantly conflicts with the location of existing facilities or facilities that are planned or permitted for installation, or government improvements or facilities that are planned in that area;
  - b. It conflicts with the planned grading, re-grading, construction, reconstruction, widening or altering of any right-of-way or the construction, reconstruction, repair, maintenance or alteration of a public improvement, including, but not limited to, storm sewers, sanitary sewers and street lights;
  - c. It conflicts with an approved development plan in that geographic area that requires all or certain types of facilities to be located in certain locations, areas, or parts of the rights-of-way, or is located in a high density utility area;
  - d. It conflicts with a requirement contained in that party's franchise agreement;
  - e. The current location of the facility threatens public health, safety, or welfare or otherwise constitutes a violation of the provisions of this chapter; or
  - f. It is an above-ground facility that has been determined to be "no longer in use" for a period of more than ninety (90) days.
- (5) *Facilities located underground.* Notwithstanding the foregoing, the government shall not order the removal of any underground facility unless the surface above the facility is currently being, or will be, substantially excavated, or the presence of that facility causes an emergency or threatens public health, safety, or welfare. In any event, the removal of such a facility shall be limited to that portion of the facility that actually presents an issue.
- (6) *Cost of removal.* The government shall not normally bear any portion of the cost of the removal

of any facility, unless it is part of a government project and the costs of such removal are minimal. Depending on the circumstances, the director may order that the party responsible for such facility, the party seeking a permit, or both, bear the costs and the responsibility of such removal. However, in the event that the facility is being removed to accommodate the placement of a non-government facility, the cost of such removal shall be the responsibility of the party or parties applying for the permit, so long as the existing facility was lawfully installed. The council may agree, upon a recommendation from the director, that the government will share in the costs of removal or limit the scope of removal based on extenuating circumstances.

- (7) In the event the registrant or other responsible party elects to abandon the facility in place and the council approves such abandonment, the registrant or party shall convey full title and ownership of such abandoned facility to the government in consideration of the abandonment in place and without the need of the government to pay compensation to the registrant. The registrant shall, however, continue to be responsible for all taxes on such facilities or other liabilities associated therewith, until the date the same is conveyed to the government.
- (8) Should any registrant or other responsible party fail, after notice, to remove a facility upon the order of the director as specified in this section, the government may, at its option and in addition to the imposition of any other remedies hereunder or in a franchise agreement with that party, undertake or cause to be undertaken, such necessary removal. The government shall have no liability for any damage caused by such removal and the registrant or other responsible party shall be liable to the government for all reasonable costs incurred by the government in such removal.

(Ord. No. 166-2002, § 1, 7-11-02)

Sec. 17C-20. - Utility poles.

- (a) To the extent possible, registrants shall use existing poles and conduit existing at the time of permitting in installing their facilities.
- (b) All poles or wire holding structures are subject to any applicable, duly adopted regulations regarding location, height, type, or other pertinent aspect.
- (c) All transmission and distribution structures, poles and other lines and equipment installed or erected by registrant under this chapter shall be located so as to minimize any interference with the proper use of the right-of-way with the rights and reasonable convenience of property owners whose property adjoins or abuts any affected right-of-way. Subject to applicable codes, overhead drops shall be as close as possible to other utility drops in order to concentrate the drops in as small an area as possible to minimize visual clutter and interference with the use of private property.

(Ord. No. 166-2002, § 1, 7-11-02)

Sec. 17C-21. - Permits required; notice of activities; exceptions; denials.

Unless otherwise exempted by this chapter, any party performing an activity within the rights-of-way that requires a permit pursuant to this chapter must obtain the applicable permit prior to the performance of such activity and pay any applicable permit fee.

- (1) An annual general permit shall be obtained at the time of the submission of the registration statement or immediately upon the registrant or the division determining that the registrant is performing activity within the right-of-way that requires the issuance of such a permit. Each time that a registrant is performing any of the activities listed below, it shall provide the government notification via the government's website. Any work performed without proper notification shall constitute work being done without a permit, and as such subject to the levy of fines.
  - a. Installation or replacement of wiring on existing utility poles when the work (a) necessitates presence in the right-of-way for more than one (1) day or (b) involves more than

- one thousand (1,000) line feet of cable or wire;
- b. Replacement of existing utility poles when the work (a) necessitates presence in the right-of-way for more than two (2) days or (b) involves more than one thousand (1,000) line feet of cable or wire;
- c. Excavations of existing facilities from ten (10) to twenty-five (25) square feet with no street or sidewalk cuts;
- d. Installation of new underground lines in trenches of less than two hundred fifty (250) linear feet with a width of six (6) inches or less and with no street, curb, apron or sidewalk cuts;
- e. Installation of new underground lines in trenches of fifty (50) linear feet or less with a width of twenty-four (24) inches or less and with no street, curb, apron or sidewalk cuts;
- f. An underground boring larger than three (3) inches in diameter; or
- g. Any underground boring located under a paved street.

Any other activity performed pursuant to an annual general permit need not be reported to the government unless otherwise required under this chapter. The notification shall consist of, at a minimum, the name of the registrant, a general description of the location (by address(es) or street(s)) and the nature or type of the activity performed (e.g. installation of wiring, boring, pole replacement, etc). In the event that the notification cannot be provided to the government's website said notification may be provided in writing via e-mail or facsimile transmission.

- (2) An installation permit or a surface cut permit for the performance of non-emergency work shall be applied for at least ten (10) days prior to such planned activity. Notwithstanding the foregoing, the director may waive said time period for good cause shown. The division must approve, deny, or conditionally approve a permit application within five (5) business days of the receipt of the application and in the case of a conditional approval or denial, state in writing the basis for such determination and what conditions must be met by the applicant in order to obtain a permit. Any work performed without proper notification shall constitute work being done without a permit, and as such subject to the levy of fines.
- (3) A permit issued pursuant to an emergency shall be applied for no later than five (5) business days after the discovery of the emergency.
- (4) All applications for permits shall contain the following information:
  - a. The identity and legal status of the applicant (the party to whom the permit is issued).
  - b. The name, address and telephone number of the officer, agent or employee requesting the permit.
  - c. A description of all activities covered by the permit, and in the case of an installation permit or a surface cut permit the locations and estimated dates and times of commencement and completion thereof.
  - d. The number of all surface cuts covered by the surface cut permit, and the number of square feet of right-of-way surface to be removed; or the number of linear feet included in the installation.
- (5) A single permit may be issued for multiple surface cuts or installations; provided that no such surface cut or installation covered in a single permit shall be more than three hundred (300) feet apart. Notwithstanding the foregoing, the director may grant a single permit for multiple surface cuts or installations that are more than three hundred (300) feet upon a showing by the permit applicant that such an expansion of activity shall not significantly affect the division's ability to efficiently administer this chapter.
- (6) *Notification of inspections.* If the division knows at the time of the issuance of the permit that it shall require an inspection(s), it will notify the permittee that such an inspection(s) is required.
- (7) *Denial or revocation.* The director, in his reasonable discretion, may deny or revoke a permit for failure to satisfy the material requirements and conditions of this chapter, including but not limited to the criteria contained in section 17C-19, or if the denial is otherwise necessary to protect the health, safety, and welfare of the citizens of Fayette County. In addition, the director may issue a



permit that is contingent upon the applicant performing certain requirements that shall be specified in the permit.

- (8) *Exceptions.* Permits are not required to be obtained pursuant to this chapter if the facilities involved are of the following nature. However, the party responsible for such facilities is required to comply with all remaining provisions of this chapter as well as any other chapter that may apply, unless otherwise exempted.
- a. Newspaper stands;
  - b. Signage;
  - c. Facilities associated with sidewalk cafes or the sale of goods or merchandise;
  - d. Facilities owned by the Commonwealth of Kentucky, including the University of Kentucky;
  - e. Facilities installed to provide new development with connections to utility service and for which the government is provided performance and warranty surety protection under its land development regulations;
  - f. Facilities installed by the government that are not used to provide competitive utility services to customers in Fayette County, provided that such facilities are not used at any future time for the provision of competitive utility services. The government's division of sanitary sewers is not exempt from having to obtain permits or from complying with the remaining provisions of this chapter, unless otherwise exempted.

(Ord. No. 166-2002, § 1, 7-11-02; Ord. No. 134-2005, § 6, 6-9-05)

Sec. 17C-22. - Permit fees; credits; display.

- (a) Every registrant shall pay the fees associated with permitting under this chapter annually based upon the provisions of this chapter so as to equitably assess the impact of the activities performed in the rights-of-way by all registrants and permittees. Franchisees may elect to pay these fees as either a portion of their franchise fees, or in addition to their franchise fees, as so allowed by their franchise agreement and consistent with state laws.
- (b) *Annual general permit.* Unless otherwise prohibited by law, or otherwise exempted, each registrant that occupies the right-of-way shall obtain an annual general permit. The type of annual general permit that the registrant shall be required to obtain shall be based upon the level of both documented and undocumented maintenance and repair activities the registrant would be anticipated to perform within the rights-of-way; and, as a corollary for such, the extent to which the registrant's facilities occupied the rights-of-way as it existed at the end of the preceding calendar year. The extent of occupation of the registrant's facilities shall be determined by measuring the enclosed surface of the registrant's existing service area as defined by mapping provided annually by the registrant. Registrants with facilities occupying eighteen thousand two hundred seventy-six and three-tenths (18,276.30) acres, the equivalent of ten (10) percent of the area of Fayette County, or less shall pay an annual fee of three thousand dollars (\$3,000.00) in order to obtain a Type I annual general permit. Registrants with facilities occupying more than eighteen thousand two hundred seventy-six and three-tenths (18,276.30) acres, the equivalent of more than ten (10) percent of the area of Fayette County, shall pay an annual fee of fifteen thousand dollars (\$15,000.00) in order to obtain a Type II annual general permit. Any registrant, as determined by the government, with facilities occupying less than one hundred eighty-two and seventy-six one hundredths (182.76) acres, the equivalent of less than one tenth of one (0.10) percent of the area of Fayette County, shall be, if so requested, exempt from obtaining an annual general permit and shall only be required to pay a registration fee annually. Any registrant exempted from obtaining an annual general permit shall be required to obtain either a surface cut permit or an installation permit for each and every occupation of the right-of-way regardless of the scope of the occupation. Facility installation by a non-registrant for a property owner pursuant to a contractual agreement shall not require possession of an annual general permit by either the non-registrant contractor or the property owner.
- (c) *Installation permit.* Unless otherwise prohibited by law, every party obtaining an installation permit

shall pay a fee of one hundred dollars (\$100.00) for each installation permit. Any immediately adjoining real property owner cited to replace, repair, restore or otherwise maintain any sidewalk, curb, apron, or utility strip for which that real property owner is legally responsible shall be exempt from paying any fees for obtaining an installation permit for these activities.

- (d) *Surface cut permit.* Unless otherwise prohibited by law, every party obtaining a surface cut permit shall pay a fee of two hundred fifty dollars (\$250.00) for each surface cut permit.
- (e) The installation and surface cut permit fees required by this section shall be paid at the time of application for the permit unless such fees have been paid in accordance with subsection 17C- 22(a).
- (f) *Permit display.* Permits issued pursuant to this chapter shall be conspicuously displayed or otherwise available at all times at the indicated work site and shall be available for inspection by the director or other government employees or officials upon request.

(Ord. No. 166-2002, § 1, 7-11-02; Ord. No. 134-2005, § 7, 6-9-05)

Sec. 17C-23. - Performance bond.

In order to ensure performance, each registrant seeking a surface cut permit must establish a performance bond in favor of the government to be issued by an entity subject to jurisdiction and venue in Fayette County, Kentucky, in an amount to be determined by the division, which shall be in effect for and cover all surface cuts made by that party for a period of two (2) years after the final inspection and approval of the surface cut by the division. In no event shall the amount required by the division for the performance bond exceed the reasonable costs of repairing the activity affiliated with the surface cut permits. This provision shall not apply to the government. In lieu of a performance bond, the director may allow the applicant for a surface cut permit to deposit with the division an amount appropriate to cover the government's cost of repairing the surface cut; to be held for a similar period. The government reserves the right to impose additional security requirements as part of any surface cut permit or franchise agreement.

(Ord. No. 166-2002, § 1, 7-11-02; Ord. No. 134-2005, § 8, 6-9-05)

Sec. 17C-24. - Patching and restoration standards.

- (a) *Standards.* Patching and restoration of the rights-of-way shall be performed according to the applicable standards and with the materials specified by the division, and at a minimum shall comply with the applicable standard engineering drawing. The director shall have the authority to prescribe the manner and extent of the restoration, and may do so in written procedures of general application or on a case-by-case basis in accordance with the criteria listed below. All edges of a surface cut made to a paved street must be sawed and such surface cuts must be sealed with a sealant approved by the division. In addition, the division must approve all backfill material utilized. In developing any additional procedures, the director shall seek input and participation from the registrants as part of the utility coordinating committee process. In most instances, the minimum standards will apply. However, in certain limited instances, the director may determine that the minimum standards do not adequately protect the government because of at least one (1) of the following considerations:
  - (1) The number, size, depth and duration of the excavations, disruptions or damage to the right-of-way;
  - (2) The traffic volume carried by the right-of-way;
  - (3) The pre-excavation condition of the right-of-way;
  - (4) The remaining life-expectancy of the right-of-way affected by the excavation; or
  - (5) The surface cut was made in violation of section 17C-19(e)(5).
- (b) *Guarantees.* Each party performing excavations pursuant to a permit required by this chapter guarantees its restoration work and shall maintain it for two (2) years following its completion. During this period it shall, upon notification from the director, correct all restoration work to the extent necessary, using the method required by the director.

(Ord. No. 166-2002, § 1, 7-11-02)

Sec. 17C-25. - Inspection.

- (a) *Site inspection.* Any party issued a permit pursuant to this chapter shall make the work-site available to the division and to all others as authorized by law for inspection at all reasonable times during the execution of and upon completion of the work. No excavation shall be covered until it has been inspected and approved by the division, if the division has given that party notice of its intent to inspect the excavation. The permittee shall provide the division with advance notice of at least one (1) day when the appropriate portion of the activity is ready for inspection, and if the division fails to inspect after being provided such notice, the permittee may continue to perform the permitted activity. Any excavation that has been covered without a required approval or inspection shall be uncovered for inspection at that party's expense, upon request of the division. If the construction or restoration does not meet the standards under this chapter, the division may order corrective measures.
- (b) *Authority of the director and the division.*
- (1) At the time of inspection the division may order the immediate cessation of any work that it in good faith believes poses a serious threat to the life, health, safety or well-being of the public.
  - (2) The director may issue an order to the permittee for any work that does not conform to the terms of the permit or other applicable ordinance, resolution, regulation, standard, condition, or code. The order shall state that failure to correct the violation will be cause for revocation of the permit. The permittee shall proceed with the corrective work before undertaking any additional work under the permit. Within ten (10) days after issuance of the order, the permittee shall present proof to the director that the violation has been corrected. If such proof has not been presented within the required time, the director may revoke the permit, or for good cause shown, extend the period of time allowed for the corrective work to be completed.

(Ord. No. 166-2002, § 1, 7-11-02)

Sec. 17C-26. - Appeal.

Any party that:

- (1) Has been denied registration after the reconsideration process provided for in section 17C- 12;
- (2) Has been denied a permit or has been issued a conditional permit for which the party disagrees with certain of the conditions(s) imposed;
- (3) Is aggrieved by a decision pertaining to installation, relocation, or removal of a facility pursuant to section 17C-19;
- (4) Has had a permit revoked; or
- (5) Believes that the fees imposed are invalid;

may have such action reviewed, upon written request, by the government's chief administrative officer ("CAO"), or his designee, who shall act within a period of ten (10) days from the receipt of the written request. The appealing party shall be afforded the opportunity to be heard and present relevant evidence to the CAO should it desire to do so, and the decision by the CAO, which shall be the final administrative decision on the request subject to appeal to court, shall be in writing and provide the basis for the decision.

(Ord. No. 166-2002, § 1, 7-11-02)

Sec. 17C-27. - Right-of-way maintenance fund.

- (a) There is hereby established the right-of-way maintenance fund as a non-reverting operating fund of the government.

- (b) The revenues received by the division from all registration fees, permit fees, and the portion of any franchise fee attributable to permitting shall be deposited into the right-of-way maintenance fund to be used exclusively for the repair and resurfacing (but not new construction or reconstruction) of streets, roads and other rights-of-way within the urban county, the employment of such administrative and inspection personnel necessary to enable the division to carry out its responsibilities under this chapter, and the administrative costs of implementing this chapter.
- (c) Amounts shall be paid from such fund only pursuant to appropriations authorized by the council.

(Ord. No. 166-2002, § 1, 7-11-02; Ord. No. 134-2005, § 9, 6-9-05)

Sec. 17C-28. - Right-of-way vacation.

- (a) If the government vacates a right-of-way which contains the facilities of a registrant and if the vacation does not require the relocation of registrant's facilities, the government shall reserve, to and for itself and all registrants having facilities in the vacated right-of-way, the right to install, maintain and operate any facilities in the vacated right-of-way and to enter upon such right-of-way at any time for the purpose of adding additional facilities, expanding existing service, or replacing, reconstructing, inspecting, maintaining or repairing the same.

(Ord. No. 166-2002, § 1, 7-11-02)

END OF SECTION

**APPENDIX**

Appendix A Standard Drawings

Appendix B Operational Linear Utility Erosion, Sediment, & Stormwater Control Plan